

StoneGate Signature Homes, Inc.

Custom Design & Construction
2337 Rosendale Road * Niskayuna * New York * 12309
Office: (518) 631-2415 Fax: (518) 631-2416

Date: 5/21/2007

Prepared For: 0
0
Residing At: 0
0 0 0

Home Phone No.: 0
Work Phone No.: 0
Fax Phone No.: 0
Mobile Phone No.: 0
Mobile Phone No.: 0

Site Location: Street Here
City Here State Zip

Site Phone No.: _____

Account No.: 39252.6458

Listing Broker: _____
Brokers Name: _____
Listing Agent: _____

Work Phone No.: _____
Fax Phone No.: _____
Home Phone No.: _____

Co-Broking Firm: _____

Work Phone No.: _____

Co-Broking Agent: _____

Fax Phone No.: _____

Home Phone No.: _____

SINGULAR AND PLURAL

The term "**BUYER**" as used herein shall be deemed to be singular or plural, as the sense requires.

The **BUILDER** and **BUYER** agree that 0 of 0 and **StoneGate Signature Homes, Inc.** brought about this sale, and the **BUYER** agrees to pay all Realtor Commissions associated with this Agreement.

_____ (please initial)

NEW HOME LIMITED WARRANTY REVIEW

The BUYER acknowledges that written copy of the terms of the NEW HOME LIMITED WARRANTY has been provided for the BUYER'S examination prior to the time of the BUYER'S execution of this Agreement.

Prepared By: Michael C. Faragon

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ENTIRE AGREEMENT

This agreement states the entire understanding of the parties. There are no promises, agreements, terms, conditions, warranties, representations or statements other than contained herein. This agreement shall apply to and bind the heirs, legal representatives, successors and assigns of the parties hereto and this agreement may not be changed orally.

ATTORNEY APPROVAL CLAUSE:

This agreement is contingent upon Purchaser(s) and Builder obtaining approval by their respective attorneys as to all matters contained herein. This contingency shall be deemed waived unless Purchaser(s) or Builder notifies the other party in writing (by certified mail) of their disapproval of the Agreement on later than five (5) business days from the date of execution of this agreement. If Pruchaser(s) or Builders attorney so notifies, then this agreement shall be deemed canceled, null and void, and all deposits shall be returned to the Purchaser(s).

ARBITRATION AGREEMENT

It is hereby agreed that any claims, disputes and controversies by or between the undersigned Pruchaser(s) and the undersigned Builder arising from or related to the subject Home Identified herein, or to any defect in or to the subject Home, including without limitation, any claim of breach of contract, negligent or intentional misrepresentation or non disclosure in the inducement, execution or performance of any contract, including this arbitration agreement, and breach of any alleged duty of good faith and fair dealing, shall be submitted to binding arbitration by and pursuant to the rules of the American Arbitration Association (hereinafter "AAA") in effect at the time of the request for arbitration, or by such other arbitration service as the Builder in its sole discretion select, and pursuant to the rules of that arbitration service in effect at the time of the request for arbitration.

DRAWINGS AND SPECIFICATIONS

It is agreed upon that the attached plans and specifications incorporated into this agreement are the property of the Builder and shall only become the property of the Purchaser(s) upon completion of the service outlined in the agreement and payment in full of all monies due to the Builder. Notwithstanding the foregoing, under no circumstances shall the Purchaser(s) reuse or make or permit to be made any modification(s) to the plans and specification without the prior written authorization of the Builder. The Purcahser(s) agree to waive any claim against the Builder arising from any unauthorized transfer, reuse or modification(s) of the plans and specifications.

NOTICE:

All products purchased with an allowance must be purchased at the Builders specified supplier. Any product purchases not made at the Builders specified supplier will be the Purchasers responsibility for payment (at the time of purchase), shipping, handling, damage, warranties and/or delivery to site. StoneGate Signature Homes assumes no responsibility for payment, shipping, handling, damage, warranties and/or delivery to site. Any delays due to Purchasers suppliers and/or subcontractors will be charged to the Purchaser at the rate of \$475.00 per day.

I have read, understood and agreed to all terms stated above.

Purchaser

Date

Purchaser

Date

StoneGate Signature Homes, Inc.

6/27/2007

39252.6458

PRINTING DATE: 6/27/2007

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**** NOTICE ****

PLEASE SIGN AND DATE THE PAGES LISTED BELOW
TO VALIDATE AND MAKE BINDING THIS CONTRACT:

| | | |
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Custom Design & Construction

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Office: (518) 631-2415 Fax: (518) 631-2416

BUILDERS RIGHT TO CANCEL AGREEMENT

Builder may, at its option, cancel this Agreement by forwarding its check in the full amount paid by the Purchaser(s) hereunder, less any costs incurred by the Builder in financing the lot improvements, together with a notice in writing, addressed to the Purchaser(s) at Purchaser(s) address hereinabove set forth in the event of the occurrence of either of the following: (1) that any governmental bureau, department or subdivision thereto shall impose restrictions on the manufacture, sale distribution and/or use of materials necessary in the construction of residential housing and such restriction shall prevent the Builder from obtaining such materials from its regular suppliers or from using same in the construction and/or completion of the dwellings; or (2) that the Builder is unable to obtain materials from its usual sources due to strikes, lockouts, war military operations and requirements, national emergencies, or the installation of public utilities is restricted or curtailed.

PURCHASER(S) RIGHT TO CANCEL AGREEMENT

In the event the Builder shall be unable to complete construction of the dwelling on or before four (4) months after the completion date set forth in this agreement, with any extensions added thereto, the Purchaser(s) sole remedy shall be the right to cancel this agreement by written notice delivered to the Builder, certified mail-return receipt requested, who shall within twenty (20) days thereafter return any deposit hereunder to the Purchaser(s). Upon the return of said deposit to the Purchaser(s), neither party shall have any claims against the other.

OWNER INDEMNIFIES CONTRACTOR

Owner shall defend, indemnify, and hold harmless the Contractor, and its Subcontractors, from and against any and all claims, demands, causes of action, damages, liabilities, losses, and expenses arising from the project and/or the contract to the extent caused by the fault of Owner or its consultants, design professionals, or agents.

CONTRACT INDEMNIFIES OWNER

Contractor shall defend, indemnify, and hold harmless the Owner, but not any engineering or design professional, consultant, or other agent of Owner, from and against all liability to any third party for bodily injury, death, or tangible property damage caused by the negligent acts or omissions of the Contractor.

Identification:

To construct a: 0 square foot, 2 - story colonial as described by plans & specs.

Purchaser:

The Purchaser is: 0 and 0

Residing at: 0 0 0

Project:

Builder shall furnish all the labor and materials to construct a new single family home and other improvements in accordance with this agreement and in strict conformity with the attached plans and specifications. The attached plans and specifications are incorporated into this agreement. All room dimensions are approximate. Builder reserves the right to substitute materials and/or amenities due to shortages, delays or discontinuance, and such substitutions shall be of like or superior quality and utility.

Builder shall be solely responsible for all construction under this contract, including but not limited to the techniques, sequences, procedures, means and for all coordination of all work. All work shall be supervised and directed by the Builder.

Construction:

The **BUILDER** will commence construction of the dwelling on receipt of building permit subject to the **BUYER'S** delivery to **BUILDER** of a mortgage commitment on the premises, if this Agreement is contingent upon securing the same and the satisfaction of any other contingency, and will proceed with the construction with reasonable diligence thereafter so as to substantially complete construction (sufficient to obtain a certificate of occupancy) on or about 240 days from receipt of a building permit, ~~subject~~, however, to weather conditions, acts of God, fires, strikes, problems with subcontractors, material delays or shortages, installation delays in inspections and reports thereon or other requirements.

Site Cost Includes:

- Building permit from Town and/or City INC.
- 8" poured foundation wall with foundation coat INC.
- All electrical and plumbing hook-ups as per code INC.
- Cost of utilities to home INC.
- All Excavation (rock excluded) INC.
- All Engineering Fees INC.
- Complete Sewer and Water INC.
- All Gravel, Fill and Soil as per Allowance INC.
- All Blueprints INC.
- Rough and Final Grade INC.

Obligation of Purchaser:

- All Closing Costs
- Cost of all interior painting
- Allowances as set forth in Allowance/Color Choices

Change Orders:

Any Modifications of the plans and specifications, including selection of components or materials, desired by purchaser, may be made only by written change order provided by Builder and signed by both parties. Purchaser is responsible for all costs of any modifications. Changes requested after final blueprints and/or construction has commenced will be accepted at the discretion of the Builder, and if accepted, shall be paid for upon signing of change order. Adjustments for any change resulting in a reduction of the purchase price shall be credited at final payment. All change orders will include an administrative charge of \$100.00 to compensate the company for time lost, scheduling changes and other administrative costs. Any unpaid change order will be subjected to a 15% ANUM delinquency fee. No acts on the part of the Purchaser or Seller shall constitute a waiver of the aforesaid provisions. Any Change Order(s) executed by parties herein, shall increase the date of completion by the date stated within the Change Order(s).

Identification of Property:

The home and other improvements shall be constructed on a lot owned by _____ **0** _____, known as: _____ **0** _____, located in the city, village or town of: _____ **0** _____, State of New York and more particularly described in the owners deed and/or as shown on a filed subdivision map.

Purchase Price:

The purchase price for construction of the home and other improvements is: \$ _____ -

Owner shall pay the purchase price as follows:

\$ _____ - upon signing of contract. (to be used for the construction of the project)

Progress Payments made in accordance with payment schedule on page 8.

Final payment upon issuance of Certificate of Occupancy and/or transfer of Title.

Payments on Deposit:

You as the Purchaser(s) of this residence may require the recipient or Builder to deposit the initial advancement made by you in an escrow account. In lieu of such deposit, the recipient or Builder may post a bond or contract of indemnity with you, guaranteeing the return of such deposit. Notwithstanding the foregoing, the undersigned covenant and agree that the above payments may be used by the Builder, free of such escrow, provided the said payments are applied to finance the construction of the lot improvements described herein. The costs associated with the financing of the construction of the lot improvements including, but not necessarily limited to, costs to perform all sitework, test wells, test pits, excavation, surveying, engineering services, obtain permits, as well as any other material and labor costs associated with the improvement of the lot and construction of the foundation and home pursuant to the parties agreement.

Payment Schedule:

The parties agree that the amount of each schedule progress payment set forth on the **Payment Schedule (page 8)** bears a reasonable relationship to the amount of work to be performed, materials to be purchased or expenses for which the Builder would be obligated at the time of payment.

Builder or Subcontractor who perform on the contract and are not paid may have a claim against Purchaser which may be enforced against the property in accordance with applicable lien laws.

Commencement of Work:

Construction will commence on or about: **July 16, 2007** Builder may postpone commencement pending receipt of inducement of payment (above), issuance of building permit and/or purchaser having obtained firm loan commitment. Builder may adjourn completion date on the basis of postponement of commencement.

Completion Date:

The project will be completed on or about: **March 12, 2008** Possession shall be granted upon final payment unless otherwise mutually agreed upon in writing signed by both parties. The Builder shall be entitled to a reasonable adjournment of completion in the event of delay by reason of postponement of commencement, weather condition, strikes, labor or material shortages, delays in inspections and reports thereon or other requirements or conditions beyond Builder's control. The parties have determined that a definite completion date is not of the essence.

Access to Work:

The Builder shall endeavor to permit and facilitate reasonable observation of the work to the Purchaser and his agents or public authorities at all times. However, the Purchaser agrees not to enter the premises while under construction unless in the company of the Builder, Builder's Agent or Representative. Further, Purchaser will endeavor to make any such visits to the premises during daylight hours and at such times of the day when construction crews are not present and working on the premises. Should such visits, due to necessity, be made during the working hours of the construction crews, Purchaser hereby expressly agrees not to interrupt the work of any of the construction personal, not give any instructions or directives of any kind to the construction personal.

Purchaser hereby acknowledges that none of the construction personal are authorized to receive instructions, directives or information directly from purchaser or on behalf of the Builder from Purchaser.

Final Inspection of the Home:

Before the final payment, the Builder will set up an appointment for final inspection of the home with the Purchaser. The purpose of this final inspection is to discover any defects or flaws of a visible or obvious nature. Such as mars, chips, dents, cracks or scratches that may have occurred during the final stages of finishing the home, or any unfinished work caused by back orders beyond the Builders control. The Builder may also point out other defects known to have occurred during the construction process and that remain not corrected at the time of the inspection. All defects or flaws found on final inspection of the home will be itemized on a final inspection sheet, which will include a schedule for each item that will be corrected. The final inspection sheet will be signed by the Purchaser and the Builder before occupancy of the home or transfer of deed. Builder and Purchaser agree that a dollar value will be assessed to each item set fourth on the final inspection sheet and that the total amount set fourth on the final inspection sheet shall be withheld from the final payment pending completion of all items on the final inspection sheet.

Purchaser's Right to Revoke:

In addition to any right to otherwise revoke an offer, the Purchaser may cancel this contract until midnight of the third business day after on which Purchaser has signed this contract. To cancel this contract Purchaser must notify Builder in writing and sent certified mail to: StoneGate Signature Homes, Inc. * 2337 Rosendale Road * Niskayuna * New York * 12309

Addenda:

The following attached addenda are part of this Contract.

- | | |
|-----------------------------|---------------------------|
| 1) Standard Specifications | 4) Warranty |
| 2) Description of Materials | 5) Blueprints and Surveys |
| 3) Allowances | 6) Payment Schedule |

Acceptance of Contract:

I have read, understood and agreed to all terms and specifications set fourth herein. The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined on the Payment Schedule.

Purchaser

Date

Purchaser

Date

StoneGate Signature Homes, Inc.

6/27/2007
Date

StoneGate Signature Homes, Inc.

Custom Design & Construction

PAYMENT SCHEDULE

Date: 6/27/2007

Contract: \$ -

0

0

0 0 0

| |
|--|
| Notes: |
| Land is not included in these disbursements |
| |
| |
| |
| |

| % Due | Amount Due | % Paid | Balance Due | Work To Be Completed | Pmt # |
|-------|------------|--------|-------------|---|-------|
| - | - | - | - | Inducement Upon Signing of Contract | |
| - | - | - | - | Excavation of Hole and Foundation Poured | |
| - | - | - | - | Well Drilled or Municipal Water Connected | |
| - | - | - | - | Septic or Municipal Sewage System Connected | |
| - | - | - | - | Backfill and Rough Grade Complete | |
| - | - | - | - | Rough Framing Complete | |
| - | - | - | - | Windows and Exterior Doors Installed | |
| - | - | - | - | Roofing Complete | |
| - | - | - | - | Tyvek, Siding and Exterior Trim Complete | |
| - | - | - | - | Basement Floor Poured | |
| - | - | - | - | Rough Heating Complete | |
| - | - | - | - | Rough Plumbing Complete | |
| - | - | - | - | Rough Electrical Complete | |
| - | - | - | - | Insulation and Drywall Installed | |
| - | - | - | - | Drywall Taped and Sanded Ready for Priming | |
| - | - | - | - | Interior Priming Completed | |
| - | - | - | - | Finish Flooring Installed (areas that items will set on only) | |
| - | - | - | - | Kitchen & Bath Cabinets and Counter Tops Installed | |
| - | - | - | - | Interior Passage and Closet Doors Installed | |
| - | - | - | - | Interior Trim Complete | |
| - | - | - | - | Heating System Completed | |
| - | - | - | - | Finish Electrical Completed | |
| - | - | - | - | Bathroom Fixtures Installed | |
| - | - | - | - | Plumbing Complete Except Fixtures Being Installed | |
| - | - | - | - | Plumbing Fixtures Connected/All Systems Working | |
| - | - | - | - | Complete Finish Flooring | |
| - | - | - | - | Decks, Steps, Porches, Drive/Walkways Complete | |
| | - | \$ - | | CHANGE ORDERS (ALL) | |
| 100% | \$ - | 0% | \$0.00 | | |

| | |
|---------------------|-------------|
| Balance Due: | \$ - |
|---------------------|-------------|

| Pmt # | Amount Due | Pmt # | Amount Due |
|-----------|------------|---------------|------------|
| 01 | \$0.00 | 07 | \$0.00 |
| 02 | \$0.00 | 08 | \$0.00 |
| 03 | \$0.00 | 09 | \$0.00 |
| 04 | \$0.00 | 10 | \$0.00 |
| 05 | \$0.00 | 11 | \$0.00 |
| 06 | \$0.00 | C.O.'s | \$0.00 |

Purchaser Date

Purchaser Date

6/27/2007

StoneGate Signature Homes, Inc. by: Date

Standard Specifications

New York Building Code
New York Plumbing Code
New York Mechanical Code
New York Energy Conservation Code
New York Electrical Code
Continuous Quality Control Inspections.

Floor Systems:

TJI/Nordic Series 110 floor joists 16" on center.
Cross bridging and blocking as required.
3/4" OSB Sub-Flooring. nailed and glued.

Walls:

2x6, 16" oc exterior bearing wall construction with double top plate.
2x6, 16" on center interior plumbing walls.
2x4, 16" on center interior partition walls.
Solid window and door headers.
7/16" O.S.B.. exterior wall sheathing.
1/2" finished drywall interior, primed (2) coats white.
6-1/4" R-19 fiberglass insulation with vapor barrier (exterior walls only).

Roof and Ceiling:

Rafters 16" oc and/or Trusses 24" oc, as per prints (6 in 12 pitch).
5/8" O.S.B.. roof sheathing, (roof clips used with trusses).
15# felt under 50 year Certainteed Landmark TL self-sealing fiberglass shingles.
Ice & Water barrier 3' up from hip roof sections
12" gable and eave overhangs with aluminum fascia and vinyl vented soffit (or as per plans).
Gable end louvered vents or ridge vent as per prints.
9' ceiling height. 1st & 8' ceiling height 2nd floor.
1/2" drywall ceiling with smooth finish primed (2) coats white.
11-1/4" R-38 fiberglass insulation with vapor barrier.

Exterior:

THERMATRU Classic-Craft front door with brush nickel caming (#4712-1C).
THERMA TRU Classic-Craft Sidelites with brush nickel caming (#4722SL-1C)
THERMATRU 9 lite steel insulated Man-door (#262).
Anderson (200 series) double hung low-E windows with Screens and Grills.
Shutters (front elev. only) as per prints.
Siding, PREMIUM vinyl 4" on 4" Norandex Woodsman Select series.

Interior:

38 oz. Newfield I Carpet with 8lb, 1/2" premium pad.
Pine closet shelves with clothes bar.
Interior doors, 6 panel Masonite with Brush Nickel Hinges
Interior hardware, Emteck - brush nickel
Interior trim, White River casing with rope design, 5" height FJP speed base.
Door stops.

Plumbing:

Fixtures, By Allowance
Pex fresh water lines.
Shut off valves on all fixtures.
State - gas hot water heater, 50 gallon, 90% efficient, power vent.
PVC drain, waste and vent system.
Two frost free exterior spigots.

Electrical:

Fixtures, By Allowance
One exterior light per exterior door.
200 Amp main service panel box.
Front and rear exterior weatherproof receptacle with ground fault interrupter.
Smoke detectors, Hardwired w/ Battery Backup (code dictates).
NUTONE door chimes, front and rear.
Five telephone, Seven cable jacks and Four computer network locations.

Heating:

Amana 93% AFUE gas forced hot air furnace, Amana CLJ 12 SEER air conditioner, Amana whole home air cleaner with Aprilair (model 600) automatic humidifier

Kitchen:

Kitchen cabinets. By Allowance (Armstrong)
Countertop, By Allowance

Bath:

Bathroom vanity. By Allowance (Armstrong)
lighting. By Allowance
Countertop, By Allowance
Accessories. By Allowance
NUTONE fan/light ventilation unit vented to exterior.

Foundation:

10"x20" poured concrete footings, 2, #4 continuous rebar at mid-span.
8"x9' poured concrete walls, (Fold-Form CIF)1/2"x8" anchor bolts at 6'-8' centers.
4" poured concrete slab, wire mesh reinforcement, 4mil poly vapor
2- 16"x32" wood basement windows.

Basement Insulation:

1-2" drywall (no taping, or paint)

NOTE: Owner to choose colors only.

Description of Materials

| | |
|---------------------------|--|
| Proposed Construction | yes |
| Under Construction | |
| Estimate / Project Number | 39252.6458 |
| Property Address | Street Here |
| City/State/Zip | City Here State Zip |
| Builder | StoneGate Signature Homes, Inc. |
| Address | 2337 Rosendale Road * Niskayuna * New York * 12309 |

EXCAVATION:

| | |
|--------------------|-------------|
| Bearing soil, type | Shale, Clay |
|--------------------|-------------|

FOUNDATIONS:

| | |
|------------------------------|-----------------------------|
| Footings concrete mix | ready mix |
| Footings strength psi / size | 2500#, 10"x20" |
| Footings reinforcing | continuous #4 rebar, 2 rows |
| Foundation wall material | poured concrete (8") (CIF) |
| Foundation reinforcing | as per blueprints |

| | |
|-----------------------------------|-------------------------------------|
| Interior Foundation wall material | 1/2" drywall (no taping or paint) |
| Party Foundation wall | |
| Columns material and size | 4" dia. steel to 8' |
| Piers material and reinforcing | poured concrete (as per blueprints) |
| Girders material and size | as per blueprints |
| Sills materials | 2"x6" treated |
| Basement entrance areaway | |
| Window areaway | |
| Waterproofing | 1 coat bituminous |
| Footing drains. | as per blueprints and/or plot plan |
| Termite protection | see sills material (above) |

| | |
|---------------------------------|--|
| Basementless space ground cover | |
| Basementless insulation | |

| | |
|--------------------|--|
| Foundation vents | |
| Special Foundation | |

Additional Information: If Pre-Cast Foundation used... Specs will be according to manufacturer.

CHIMNEYS:

| | |
|-----------------------------|--|
| Material | |
| Prefabricated make and size | |
| Flue lining material | |
| Heater Flue size | |
| Fireplace flue size | |
| Vents material and size | |
| Gas or Oil heater | |
| Water heater | |

Additional Information: All Chimneys are Non-Working.

FIREPLACES:

| | |
|--------------------------------|---|
| Type solid fuel or gas burning | Propane Gas |
| Make and size | Martin 400DVB direct vent or CR Gas Fireplace |
| Ash dump and clean out | |
| Fireplace facing | marble |
| Fireplace lining | fire brick |
| Fireplace hearth | Granite |
| Fireplace mantel | oak |

Additional Information:

EXTERIOR WALLS:

| | |
|------------------------------|--------------------------|
| Wood frame grade and species | 2"x6", 16" on center |
| Corner bracing | |
| Building paper or felt | pro-pink (owens-corning) |

| | |
|---------------------------------|-------------|
| Sheathing | osb |
| Sheathing thickness and width | 7/16"x4'x8' |
| Sheathing solid or spaced ("oc) | solid |
| Sheathing diagonal | |

| | |
|------------------|-------------------------|
| Siding | vinyl |
| Siding grade | .40 Mil. |
| Siding type | |
| Siding size | 8" |
| Siding exposure | 4" on 4" |
| Siding fastening | 1-1/4" galvanized nails |

| | |
|------------------------|--|
| Shingles | |
| Shingle grade and type | |
| Shingle size | |
| Shingle exposure | |
| Shingle fastening | |

| | |
|---------------------|--|
| Stucco | |
| Stucco thickness | |
| Stucco lath | |
| Stucco weight (lb.) | |

| | |
|----------------|--|
| Masonry veneer | |
| Sills | |
| Lintels | |
| Base flashing | |

| | |
|--------------------------------|--|
| Masonry solid, faced or stucco | |
| Masonry total wall thickness | |
| Masonry facing thickness | |
| Masonry material | |
| Masonry backup material | |
| Masonry thickness | |
| Masonry bonding | |

| | |
|---------------|--|
| Door sills | |
| Window sills | |
| Lintels | |
| Base Flashing | |

EXTERIOR WALLS CONTINUED:

| | |
|---------------------------------|--|
| Interior surfaces damp-proofing | |
| Interior surface coats | |
| Interior surface material | |

| | |
|---------|--|
| Furring | |
|---------|--|

| | |
|-------------------------|--|
| Exterior paint material | |
| Exterior paint coats | |

| | |
|-------------------------|-----|
| Gable wall construction | |
| same as main wall | yes |
| other construction | |

Additional information:

FLOOR FRAMING:

| | |
|-------------------------------|---------------------------------------|
| Joists wood grade and species | TJI's or Nordic Joists, 16" on center |
| Joists other | as per prints |

| | |
|----------|--------------|
| Bridging | as per plans |
| Anchors | as per plans |

| | |
|-----------------------------------|---------------|
| Concrete Slab | |
| Concrete slab basement floor | yes |
| Concrete slab first floor | |
| Concrete slab ground supported | yes |
| Concrete slab self-supporting mix | |
| Concrete slab thickness | 4" |
| Concrete slab reinforcing | as per prints |
| Concrete slab insulation | as per prints |
| Concrete slab membrane | as per prints |

| | |
|---------------------------|---------------|
| Fill under slab | |
| Fill under slab material | gravel |
| Fill under slab thickness | as per prints |

Additional information:

SUBFLOORING:

(describe underflooring for special floors under special floors & wainscot)

| | |
|----------------------------|----------|
| Material grade and species | |
| Size | 3/4" T&G |
| Type | OSB |

| | |
|-------------------------|---------------|
| Laid first floor | yes |
| Laid second floor | yes |
| Laid attic | as per prints |
| Total attic square feet | |
| Total diagonal | |
| Total right angles | |

Additional Information: nailed and glued

FINISH FLOORING:

(wood only, other finish flooring under special flooring and wainscot)

| | |
|----------------------------|--|
| First floor rooms | |
| First floor grade | |
| First floor species | |
| First floor thickness | |
| First floor width | |
| First floor building paper | |
| First floor finish | |

| | |
|-----------------------------|--|
| Second floor rooms | |
| Second floor grade | |
| Second floor species | |
| Second floor thickness | |
| Second floor width | |
| Second floor building paper | |
| Second floor finish | |

| | |
|----------------------------|--|
| Attic floor | |
| Attic floor square feet | |
| Attic floor grade | |
| Attic floor species | |
| Attic floor thickness | |
| Attic floor width | |
| Attic floor building paper | |
| Attic floor finish | |

Additional Information: All By Allowance

PARTITION FRAMING:

| | |
|------------------------------|--|
| Studs wood grade and species | |
| Stud size and spacing | 2"x4", 16" on center |
| Stud other | 2"x6", 16" on center plumbing wall (as per blueprints) |

Additional Information:

CEILING FRAMING:

| | |
|-------------------------------|--|
| Joists wood grade and species | |
| Joists other | |
| Joists bridging | |

Additional Information: as per blueprints

ROOF FRAMING:

| | |
|--------------------------------|--|
| Rafters wood grade and species | |
| Roof trusses (see detail) | |
| Roof trusses grade and species | |

Additional Information: as per blueprints

ROOFING:

| | |
|----------------------------------|-----------------|
| Sheathing wood grade and species | 5/8" x4'x8' osb |
| Sheathing solid | yes |
| Sheathing spaced ("oc) | |

| | |
|-----------------------------|-------------------------|
| Roofing | Certainteed Landmark TL |
| Roofing grade | 50 year architectural |
| Roofing size | 1'x3' |
| Roofing type | fiberglas |
| Roofing underlayment | felt |
| Roofing weight or thickness | 15# |
| Roofing size | 3'x144' with 4" lap |
| Roofing fastening | 1-1/4 galvanized nails |

| | |
|---------------------------|--|
| Built-up roofing | |
| Built-up number of piles | |
| Built-up surface material | |

| | |
|-------------------------|--|
| Flashing | |
| Flashing gage or weight | |
| Flashing gravel stops | |
| Flashing snow guards | |

Additional Information: step flashing at all roof lines that intersect a gable and/or exterior wall
Ice & water 3' up from all hip roof edges

GUTTERS AND DOWNSPOUTS:

| | |
|------------------------|--|
| Gutters material | |
| Gutters gage or weight | |
| Gutters size | |
| Gutters shape | |

| | |
|---------------------------|--|
| Downspouts material | |
| Downspouts gage or weight | |
| Downspouts size | |
| Downspouts shape | |
| Downspouts number | |
| Downspouts connected to: | |
| A) storm sewer | |
| B) sanitary sewer | |
| C) dry well | |
| D) splash block | |
| E) material and size | |

Additional Information:

LATH AND PLASTER:

| | |
|-----------------------|--|
| Lath wall material | |
| Lath ceiling material | |
| Lath weight material | |

| | |
|--------------------------|------------------------------|
| Plaster coats | |
| Plaster finish | |
| Drywall wall material | gypsum wall board |
| Drywall ceiling material | gypsum wall board |
| Drywall thickness | 1/2" @ 16"oc & 5/8" @ 24" oc |
| Drywall finish | primed 2 (two) coats white |
| Drywall joint treatment | 3 coats compound, sanded |

DECORATING:

(paint, wallpaper, etc.)

| | |
|-----------------------------|--------------------------------------|
| Kitchen | Sherwin Williams Master Hide 2 coats |
| Kitchen wall finish | white primer / paint |
| Kitchen wall material | vinyl acrylic |
| Kitchen wall application | brushed, rolled or sprayed |
| Kitchen ceiling finish | Sherwin Williams Master Hide 2 coats |
| Kitchen ceiling material | vinyl acrylic |
| Kitchen ceiling application | brushed, rolled or sprayed |

| | |
|--------------------------|--------------------------------------|
| Bath | Sherwin Williams Master Hide 2 coats |
| Bath wall finish | white primer / paint |
| Bath wall material | vinyl acrylic |
| Bath wall application | brushed, rolled or sprayed |
| Bath ceiling finish | white primer / paint |
| Bath ceiling material | vinyl acrylic |
| Bath ceiling application | brushed, rolled or sprayed |

| | |
|---------------------------|--------------------------------------|
| Other | Sherwin Williams Master Hide 2 coats |
| Other wall finish | white primer / paint |
| Other wall material | vinyl acrylic |
| Other wall application | brushed, rolled or sprayed |
| Other ceiling finish | white primer / paint |
| Other ceiling material | vinyl acrylic |
| Other ceiling application | brushed, rolled or sprayed |

Additional Information: All "Wall" finish painting will be preformed by client.
All "Trim" is painted with Sherwin Williams Super-Paint Semi-Gloss Extra White

INTERIOR DOORS AND TRIM:

| | |
|-----------------|--------------------------|
| Doors type | 6 pannel |
| Doors material | masonite |
| Doors thickness | 1-3/8" |
| Doors finish | primed & painted as trim |

| | |
|---------------|-------------------------------------|
| Trim type | White River casing with rope design |
| Trim material | popular |
| Trim size | 3-3/4" |
| Trim finish | primed & painted white |

| | |
|---------------|---------------------------------|
| Base type | speed base 5" height, fj-primed |
| Base material | finger joint pine |
| Base size | 5" |
| Base finish | primed & painted |

| | |
|-----------------|--|
| Other trim type | |
| Other material | |
| Other size | |
| Other finish | |

Additional Information: 4"x4" rosettes at all upper casing corners
All "Trim" is painted with Sherwin Williams Super-Paint Semi-Gloss Extra White

WINDOWS AND TRIM:

| | |
|-----------------------|-------------------------|
| Window type | double hung |
| Window make | Andersen 200 pro series |
| Window material | ponderosa pine |
| Window sash thickness | |
| Window glass grade | insulated |

WINDOWS AND TRIM CONTINUED:

| | |
|------------------------------------|-------------------------------------|
| Window sash weight or balance type | balance |
| Window head flashing | polyvinyl |
| Trim type | White River casing with rope design |
| Trim material | popular |
| Trim size | 3-3/4" |
| Trim finish | primed & painted white |
| Weather-stripping type | compression |
| Weather-stripping material | vinyl |
| Storm sash number | |
| Screens half or full type | full |
| Screens number | one |
| Screens material | fiberglass |
| Basement window type | sliding, 16"x32" |
| Basement window material | wood |
| Basement window screens, number | one |
| Basement window storm sash, number | |
| Special windows | |

Additional Information: All "Trim" is painted with Sherwin Williams Super-Paint Semi-Gloss Extra White

ENTRANCES AND EXTERIOR DETAIL:

| | |
|------------------------------------|---|
| Main entrance door material | By Allowance |
| Main entrance door width | 36" |
| Main entrance door thickness | 1-3/4" |
| Main entrance door frame material | pine |
| Main entrance door thickness | |
| Other entrance door material | |
| Other entrance door width | |
| Other entrance door thickness | |
| Other entrance door frame material | |
| Other entrance door thickness | |
| Head flashing | |
| Weather-stripping type | compression |
| Saddles | metal |
| Screen doors thickness | |
| Screen door number | |
| Screen door screen material | |
| Storm doors thickness | |
| Storm door number | |
| Storm door number | |
| Storm door glass material | |
| Shutters hinged or fixed | colonial raised panel - vinyl fixed (as per prints) |
| Railings | |
| Attic louvers | |

ENTRANCES AND EXTERIOR DETAIL CONTINUED:

| | |
|-----------------------------------|--|
| Exterior millwork grade & species | |
| Exterior millwork paint or stain | |
| Exterior millwork number of coats | |

Additional Information: garage entrance, 6 pannel fire rated steel door w/ self closing hinges.

CABINETS AND INTERIOR DETAIL:

| | |
|------------------------------------|--|
| Kitchen | |
| wall cabinet material | |
| Wall cabinet linear ft. of shelves | |
| Wall cabinet shelf width | |

| | |
|----------------------------------|--|
| Base cabinet material | |
| Base cabinet counter top | |
| Base cabinet counter top edging | |
| Base cabinet back and end splash | |

| | |
|--------------------------------|--|
| Cabinet finish | |
| Cabinet finish number of coats | |
| Cabinet model | |

| | |
|--------------------------|--|
| Other cabinets | |
| Other built-in furniture | |

Additional Information: By Allowance
Hardware By Allowance

STAIRS:

| | |
|----------------------------|------------|
| Basement | site built |
| Basement treads material | pine |
| Basement treads thickness | 1-1/2" |
| Basement riser material | open |
| Basement riser thickness | |
| Basement stringer material | pine |
| Basement stringer size | 2"x12" |
| Basement handrail material | pine |
| Basement handrail size | 1-1/2" |
| Basement baluster material | |
| Basement baluster size | |

| | |
|------------------------|--------------------------------|
| Main | |
| Main treads material | red oak (natural satin finish) |
| Main tread thickness | 5/4" |
| Main riser material | pine |
| Main riser thickness | 3/4" |
| Main stringer material | pine |
| Main stringer size | 5/4" |
| Main handrail material | oak (natural satin finish) |
| Main handrail size | 1-1/2"x11-16" |
| Main baluster material | popular (painted) |
| Main baluster size | 1"x1" |

Additional Information:

STAIRS CONTINUED:

| | |
|-------------------------|--|
| Attic | |
| Attic treads material | |
| Attic treads thickness | |
| Attic riser material | |
| Attic riser thickness | |
| Attic stringer material | |
| Attic stringer size | |
| Attic handrail material | |
| Attic handrail size | |
| Attic baluster material | |
| Attic baluster size | |

| | |
|------------------------------|--|
| Disappearing, make and model | |
| Additional Information: | |

SPECIAL FLOORS AND WAINSCOT:

| | |
|-----------------------------------|------------------------------|
| Kitchen floor material | By Allowance |
| Kitchen floor color | |
| Kitchen floor border | |
| Kitchen floor sizes | |
| Kitchen floor gage | |
| Kitchen floor threshold material | |
| Kitchen floor wall base material | 5" speed base with 3/4" shoe |
| Kitchen floor underfloor material | |

| | |
|--------------------------------|--------------------------------------|
| Bath floor material | By Allowance (includes Sub-Straight) |
| Bath floor color | |
| Bath floor border | |
| Bath floor sizes | |
| Bath floor gage | |
| Bath floor threshold material | |
| Bath floor wall base material | 5' speed base with 3/4" shoe |
| Bath floor underfloor material | Part of Allowance |

| | |
|---------------------------------|--------------------------------------|
| Other floor material | By Allowance (includes Sub-Straight) |
| Other floor color | carpet color - owner to choose |
| Other floor border | |
| Other floor sizes | |
| Other floor gage | |
| Other floor threshold material | |
| Other floor wall base material | 5" speed base with 3/4" shoe |
| Other floor underfloor material | Part of Allowance |

| | |
|---------------------------------|--|
| Wainscot location | |
| Wainscot material | |
| Wainscot color | |
| Wainscot border | |
| Wainscot sizes | |
| Wainscot gage | |
| Wainscot height | |
| Wainscot height over tub | |
| Wainscot height in shower floor | |

| | |
|-------------------------------|------|
| Bathroom accessories recessed | NONE |
| Bathroom accessories material | |
| Bathroom accessories number | |

SPECIAL FLOORS AND WAINSCOT CONTINUED:

| | |
|-------------------------------|--|
| Bathroom accessories attached | |
| Bathroom accessories material | |
| Bathroom accessories number | |

Additional Information: see standard specifications

PLUMBING:

| | All Plumbing Fixtures By Allowance |
|---------------------------------|------------------------------------|
| Sink fixture(s) number | |
| Sink location(s) | |
| Sink make(s) | |
| Sink Mfrs. fixture ID number(s) | |
| Sink size(s) | |
| Sink color(s) | |

| | |
|-------------------------------------|--|
| Lavatory fixture(s) number | |
| Lavatory location(s) | |
| Lavatory make(s) | |
| Lavatory Mfrs. fixture ID number(s) | |
| Lavatory size(s) | |
| Lavatory color(s) | |

| | |
|-------------------------------------|--|
| Water closet fixture(s) number | |
| Water closet location(s) | |
| Water closet make(s) | |
| Water closet Mfrs. fix ID number(s) | |
| Water closet size(s) | |
| Water closet color(s) | |

| | |
|------------------------------------|--|
| Bathtub fixture(s) number | |
| Bathtub location(s) | |
| Bathtub make(s) | |
| Bathtub Mfrs. fixture ID number(s) | |
| Bathtub size(s) | |
| Bathtub color(s) | |

| | |
|---------------------------------------|--|
| *Shower/Tub fixture(s) number | |
| Shower/Tub fixture location(s) | |
| Shower/Tub fixture make(s) | |
| Shower/Tub fixture Mfrs. ID number(s) | |
| Shower/Tub fixture size(s) | |
| Shower/Tub fixture color(s) | |

| | |
|---|--|
| *Stall shower fixture(s) number | |
| Stall shower fixture location(s) | |
| Stall shower fixture make(s) | |
| Stall shower fixture Mfrs. ID number(s) | |
| Stall shower fixture size(s) | |
| Stall shower fixture color(s) | |

| | |
|--|--|
| Laundry trays fixture(s) number | |
| Laundry tray fixture location(s) | |
| Laundry tray fixture make(s) | |
| Laundry tray fixture Mfr. ID number(s) | |
| Laundry tray fixture size(s) | |
| Laundry tray fixture color(s) | |

PLUMBING CONTINUED:

| | |
|-------------------------------------|------------------|
| Curtain rod (*) | |
| Door (*) | |
| Shower pan material | |
| ** Water supply public | as per plot plan |
| ** Water supply community system | as per plot plan |
| ** Water supply private | as per plot plan |
| ** Sewage disposal public | as per plot plan |
| ** Sewage disposal community system | as per plot plan |
| ** Sewage disposal private | as per plot plan |

Additional Information: (**) Show and describe private systems in complete detail in separate drawings and specifications according to requirements.

| | |
|--------------------------------|-----|
| House drain (inside) | |
| House drain (inside) cast iron | |
| House drain (inside) tile | |
| House drain (inside) other | pvc |

| | |
|---------------------------------|--|
| House drain (outside) | |
| House drain (outside) cast iron | |
| House drain (outside) tile | |
| House drain (outside) other | |

| | |
|-------------------------------|-----|
| Water piping galvanized steel | |
| Water piping copper tubing | |
| Water piping other | PEX |

| | |
|--------------------------------|---|
| Sill cocks number (frost free) | 2 |
|--------------------------------|---|

| | |
|---------------------------------------|------------------------------|
| Domestics water heater type | Direct Vent through the wall |
| Domestic water heater make & model | State - power vent |
| Domestic water heating capacity (gph) | |
| Domestic water storage tank material | |
| Domestic water heater capacity (gal) | 50 |

| | |
|-----------------------------|------------------|
| Gas service utility company | |
| Gas liquid petroleum | Suburban Propane |
| Gas other | |
| Gas piping cooking | Black Iron |
| Gas house heat | Propane |

| | |
|-----------------------------|------------------|
| Footing drains connected to | as per site plan |
| A) storm sewer | |
| B) sanitary sewer | |
| C) dry well | |
| D) sump pump | |
| Sump pump make & model | TBD |
| Sump pump capacity | |
| Sump pump discharge into | Daylight |

Additional Information: see standard specifications on all plumbing fixtures.

HEATING:

| | |
|-----------------|--|
| Hot water | |
| Steam | |
| Vapor | |
| One pipe system | |
| Two pipe system | |

| | |
|---------------------|--|
| Radiators | |
| Convectors | |
| Baseboard radiation | |
| Make and model | |

| | |
|-----------------------------|--|
| Radiant panel floor | |
| Radiant panel wall | |
| Radiant panel ceiling | |
| Radiant panel coil material | |

| | |
|----------------|--|
| Circulator | |
| Return pump | |
| Make and model | |
| Capacity (gpm) | |

| | |
|------------------------------|--|
| Circulator output (BTUH) | |
| Circulator net rating (BTUH) | |

Additional Information:

| | |
|------------------------------------|-------------|
| Warm air gravity | |
| Warm air forced | yes |
| Warm air type of system | propane |
| Warm air duct material (supply) | sheet metal |
| Warm air duct material (return) | sheet metal |
| Warm air duct insulation | |
| Warm air duct insulation thickness | |
| Warm air outside air intake | as required |

| | |
|------------------------|-----------------------------|
| Furnace make and model | see standard specifications |
| Furnace input (BTUH) | as required |
| Furnace output (BTUH) | as required |

Additional Information: 3/4" ridged insulation between exterior walls and supply ducts

| | |
|---------------------------------|-----------------------------|
| Humidification system (central) | see standard specifications |
| Model | Aprilair |
| Filtration system (central) | see standard specifications |
| Model | Amana |

Additional Information:

HEATING CONTINUED:

| | |
|-----------------------|---------|
| Fuel coal | |
| Fuel oil | |
| Fuel gas | propane |
| Fuel liquid petroleum | |
| Fuel electric | |
| Fuel other | |
| Fuel storage capacity | |

Additional Information:

| | |
|------------------------------------|--|
| Firing equipment supply separately | |
| A) gas burner conversion type | |
| B) stoker | |
| C) hopper feed | |
| D) bin feed | |

| | |
|-------------------------------|--|
| Oil burner pressure atomizing | |
| Oil burner vaporizing | |
| Oil burner make and model | |
| Oil burner control | |

Additional Information:

| | |
|--------------------------------|--|
| Electric heating system type | |
| Electric heating input watts | |
| Electric heating output volts | |
| Electric heating output (BTUH) | |

Additional Information:

| | |
|--------------------------------------|--|
| Ventilating equipment | |
| Ventilation attic fan make & model | |
| Ventilation attic fan capacity (cfm) | |
| Ventilation kitchen fan make & model | |

| | |
|-------------------|--|
| Other heating | |
| Other ventilating | |
| Other cooling | |

Additional Information:

ELECTRICAL WIRING:

| | |
|---------------------|-----|
| Service overhead | |
| Service underground | yes |

| | |
|--------------------------|-----|
| Panel fuse box | |
| Panel circuit-breaker | |
| Panel make and model | |
| Panel amps | 200 |
| Panel number of circuits | 40 |

| | |
|---------------------------|-----|
| Wiring conduit | |
| Wiring armored cable | |
| Wiring non metallic cable | yes |
| Wiring knob and tube | |
| Wiring other | |

ELECTRIC WIRING CONTINUED:

| | |
|------------------------------|-------------|
| Special outlets range | as required |
| Special outlets water heater | as required |
| Special outlets other | as required |

| | |
|--------------------------------|-------------------|
| Doorbell | nutone |
| Doorbell chimes | yes |
| Doorbell push button locations | front and/or rear |

Additional Information: _____

LIGHTING FIXTURES:

| | |
|------------------------------------|--|
| Total number of fixtures | |
| Total allowance typical install | |
| Total allowance nontypical install | |

Additional Information: _____ as per blueprints / Allowance

INSULATION:

| | |
|--------------------|---------------|
| Roof thickness | 11-1/2", R-38 |
| Roof material | fiberglas |
| Roof type | batt |
| Roof installation | friction |
| Roof vapor barrier | kraft face |

| | |
|-----------------------|---------------|
| Ceiling thickness | 11-1/2", R-38 |
| Ceiling material | fiberglas |
| Ceiling type | batt |
| Ceiling installation | friction |
| Ceiling vapor barrier | kraft face |

| | |
|--------------------|-----------------------------|
| Wall thickness | 5-1/2", R-19 |
| Wall material | fiberglas |
| Wall type | batt |
| Wall installation | friction |
| Wall vapor barrier | kraft face or poly membrane |

| | |
|---------------------|--------------|
| Floor thickness | as per plans |
| Floor material | |
| Floor type | |
| Floor installation | |
| Floor vapor barrier | |

Proper vent _____ proper vent @ 4' lengths installed at each bay as required.

Additional Information: _____ all insulation will be installed to code.

MISCELLANEOUS:

(Describe any main dwelling materials, equipment or construction items not shown elsewhere; or provide additional information where the space provided was inadequate. Always reference by item name to correspond to this form).

- 1) UL approved direct wired w/ battery back-up smoke detectors as required by code.
 - 2) UL approved direct wired w/battery back-up carbon monoxide detectors as required by code.
-
-
-
-

HARDWARE:

(Make, material and finish)

| | |
|----------|--|
| Make | |
| Material | |
| Finish | |
| Other | |

Additional Information: _____ By Allowance _____

SPECIAL EQUIPMENT:

(State material or make, model and quantity. Include only equipment and appliances which are acceptable by local law, custom and applicable FHA standards. DO NOT include items which, by established custom, are supplied by occupant and removed when they vacate premises or chattels prohibited by law from becoming Reality).

DECKS AND PORCHES:

as per blueprints

TERRACES:

as per blueprints

GARAGES:

NOTE: ONLY IF SHOWN ON BLUEPRINTS.

Integrated, 2x4 or 2x6 construction with 5/8" fire rated drywall on ceiling and walls common only to the home. Walls common to the home will be insulated with R-19.

Additional Information:

WALKS AND DRIVEWAYS:

| | |
|-----------------------------|-------------------------|
| Driveway, length and width | aprox 40'x12' (480sqft) |
| Driveway base material | |
| Driveway thickness (inches) | |
| Driveway surfacing material | asphalt top |
| Driveway thickness (inches) | 3" |

| | |
|-------------------------------|-----------------------|
| Front walk, length and width | aprox 3'x20' (60sqft) |
| Front walk material | asphalt |
| Front walk thickness (inches) | 3" |

| | |
|---------------------------------|--------------|
| Service walk, length and width | as per plans |
| Service walk material | |
| Service walk thickness (inches) | |

| | |
|--------------------------------|--|
| Other walks, length and width | |
| Other walks material | |
| Other walks thickness (inches) | |

| | |
|----------------------|----------------|
| Steps material | treated Lumber |
| Steps tread (inches) | 11 1/4" |
| Steps riser (inches) | max of 7 1/2" |

| | |
|-------------|--|
| Cheek walls | |
|-------------|--|

Additional Information:

OTHER ON SITE IMPROVEMENTS:

(Specify all exterior on site improvements not described elsewhere, including items such as unusual grading, drainage structures, retaining walls, fences, railings and accessory structures.

Additional Information:

LANDSCAPING, PLANTING AND FINISH GRADING:

| | |
|--------------------------------------|--|
| Top soil (" thick) | |
| Top soil front yard | |
| Top soil side yards | |
| Top soil rear yard | |
| | |
| Lawns (seeded, sod or sprigged) | |
| Lawn front yard | |
| Lawn side yards | |
| Lawn rear yard | |
| | |
| Planting as per drawings/prints | |
| Planting as follows | |
| shade trees, deciduous (" caliper) | |
| low flowering trees, deciduous('to') | |
| high growing shrubs, deciduous('to') | |
| med. growing shrubs, deciduous('to') | |
| low growing shrubs, deciduous('to') | |
| evergreen trees number | |
| evergreen trees feet to feet | |
| evergreen trees B and B | |
| evergreen shrubs number | |
| evergreen shrubs feet to feet | |
| evergreen shrubs B and B | |
| vines number | |
| vines two year | |

Additional Information: all landscaping to be by allowance only.

IDENTIFICATION:

(This exhibit shall be signed by the Builder and the Purchaser. The Purchaser has read and agreed to all the description of materials contained in this exhibit).

Purchaser

Date

Purchaser

Date

StoneGate Signature Homes, Inc.

6/27/2007
Date

ALLOWANCES / COLOR CHOICES:

Material Only:

| | <u>Allowed</u> | <u>Notes:</u> |
|---------------------|----------------|---------------|
| SEE ALLOWANCE SHEET | \$ - | |
| | \$ - | |
| | \$ - | |
| | \$ - | |
| | \$ - | |
| | \$ - | |
| | Inc. | |
| | Inc. | |
| | \$ - | |

Material and Labor:

| | | |
|---------------------|------|--|
| SEE ALLOWANCE SHEET | \$ - | |
| | \$ - | |
| | \$ - | |
| | \$ - | |
| | \$ - | |
| | \$ - | |
| | \$ - | |
| | \$ - | |
| | \$ - | |
| | \$ - | |
| | \$ - | |
| | \$ - | |
| | \$ - | |
| | \$ - | |
| | \$ - | |
| | \$ - | |

Labor Only:

| | | |
|---------------------|------|--|
| SEE ALLOWANCE SHEET | \$ - | |
| | \$ - | |

Add On's:

| | | |
|---|------|--|
| Architectural, Engineering and Blueprints | \$ - | |
| Surveying | \$ - | |
| Permits | \$ - | |
| Other | \$ - | |
| TOTAL: | \$ - | |

Color Choices:

The Builder will have a choice of colors that Purchaser can select from on the following items:

- | | |
|-------------------------------|------------|
| A) Roof Singles | E) Windows |
| B) Exterior Vinyl Siding | F) |
| C) Shutters and Pediments | G) |
| D) Ridge and/or Gable Venting | H) |

If the Purchaser selects colors other than those that the Builder has, the added expense, if any, will be that solely of the Purchaser. Purchaser agrees to all allowances as described above. All allowances Purchaser exceeds shall become payable in full upon such action; All allowances Purchaser stays under will be rebated from final balance due at closing.

Purchaser

Purchaser

StoneGate Signature Homes, Inc.

Date

Date

6/27/2007

Date

NEW HOME LIMITED WARRANTY

| | | |
|------------------------------------|--|-----------|
| Name of Purchasers | 0 | |
| Address of Home Warranted | Street Here | City Here |
| Name of Builder | StoneGate Signature Homes, Inc. | |
| Address of Builder | 2337 Rosendale Road * Niskayuna * New York * 12309 | |
| Warranty Start Date | Sunday, September 30, 2007 | |
| Warranty End Date | Expiration of Coverage as outlined in paragraph 05 below | |
| Builder's Limit of Total Liability | ONLY TO THE SCOPE OF THE DAMAGE | |

**THIS LIMITED WARRANTY EXCLUDES
ALL CONSEQUENTIAL AND INCIDENTAL DAMAGES
EXCEPT AS REQUIRED BY NEW YORK STATE LAW**

The following pages set forth the warranties which are provided at no extra cost to you in connection with the purchase of your new home. Please read the warranty and comply with the procedures set forth herein if the need to make a claim does arise

01. To Whom Given:

This Limited warranty is extended to the Purchaser(s) named above, while the Purchaser(s) owns the home. It does not extend to subsequent owners of the home or other persons.

This Limited Warranty is made exclusively by the Builder whose name and address appear above.

02. By Whom Made:

03. Final Inspection of the Home:

Before the Purchaser(s) moves into the home or accepts the deed, the Builder will set up an appointment for final inspection of the home with the Purchaser(s). The purpose of this final inspection is to discover any chips, dents, cracks or scratches that may have occurred during the final stages of finishing the home, or any unfinished work caused by back orders beyond Builders control. The Builder may also point out other defects known to have occurred during the construction process and that remain not corrected at the time of the inspection.

All defects or flaws found on final inspection of the home will be itemized on a final inspection sheet, which will include a schedule for each item that will be corrected. The final inspection sheet will be signed by the Purchaser(s) and the Builder before occupancy of the home or transfer of the deed.

When the Purchaser(s) moves into the home or accepts the deed, the Builder's responsibility is limited to:

- A) Completion of items shown on the final inspection sheet, as provided in the final inspection sheet, and
- B) performance of warranty obligations under the provisions of this Limited Warranty, as listed below. The purpose of the Limited Warranty is to identify the Builder's responsibilities for construction defects of a latent or hidden kind that would not have been found or disclosed on final inspection of the home.

04. Limited Warranty:

This Limited Warranty excludes all other warranties on the construction and sale of the home and its components, both express and implied. There are no warranties which extend beyond the face hereof.

05. Warranty Coverage's and Periods:

The Warranty period for all coverage's begins on the warranty date shown above. It ends at the expiration of coverage shown below:

First Year Basic Coverage:

For one year from the warranty date, the home will be free from latent defects that constitute:

- A) Defective workmanship performed by the Builder, an agent of the Builder or Subcontractor of the Builder; or
- B) Defective materials provided by the Builder, an agent of the Builder or Subcontractor of the Builder; or
- C) Defective design, provided by an Architect, Landscape Architect, Engineer, Surveyor or other design professional engaged solely by the Builder.

Workmanship, materials and design will be considered to be defective if they fail to meet or exceed the relevant standards and specifications of New York State Uniform Fire Prevention and Building Code or if they fail to meet the local Building Code standards.

Two Year Major Systems Coverage:

For two years from the Warranty Date, the Plumbing, Electrical, Heating, Cooling and Ventilation systems of the home which have been installed by the Builder are Warranted to be free from latent defects that constitute defective installation by the Builder.

Installation will be considered to be defective if the Builder's workmanship upon the installation fails to meet or exceed the relevant standards and specifications of New York State Uniform Fire Prevention and Building Code or if they fail to meet the local Building Code standards.

The Plumbing systems means the Gas supply lines and fittings; Water supply, Waste and Vent pipes and their fittings; Septic tank and heir drain fields; Water, Gas and Sewer service piping and their extensions to the tie in of a public utility connection or on site Well and Sewage disposal system.

The Electrical system means all wiring, Electric boxes, Switches, Outlets and connections up to the public utility connection.

The Heating, Cooling and Ventilation system means all Duct work, Steam, Water and Refrigerant lines, Registers, Convectors, Radiation elements and Dampers.

All systems are exclusive of Appliances, Fixtures and items of Equipment.

Six Year Major Structural Defect Coverage:

For six years from the Warranty Date, the home will be free from latent defects that are Major Structural Defects, as defined below, and that constitute:

- A) Defective workmanship performed by the Builder, an Agent of the Builder or Subcontractor of the Builder;
- B) Defective materials provided by the Builder, an agent of the Builder or Subcontractor of the Builder;
- C) Defective design, provided by an Architect, Landscape Architect, Engineer, Surveyor or other design professional engaged solely by the Builder.

Workmanship, materials and design will be considered to be defective if they fail to meet or exceed the relevant standards and specifications of New York State Uniform Fire Prevention and Building Code or if they fail to meet the local Building Code standards.

A major Structural Defect is a defect resulting in actual physical damage to the following load bearing portions of the home caused by failure of such load bearing portions which affects their load bearing functions to the extent that the home becomes unsafe, unsanitary or otherwise unlivable: foundation systems and Footings, Beams, Girders, Lintels, Columns, Walls and Partitions, Floor systems and Roof framing systems.

Damage to the following non load bearing portions of the home do not constitute a Material Defect for the Material Defect coverage: roofing and Sheathing; Drywall and Plaster; Exterior Siding; Brick Wall Coverings; non load bearing walls and partitions; Concrete Floors in Attached Garages and Basements that are built separately from foundation walls or other structural elements of the home; Electrical, Plumbing, Heating, Cooling and Ventilation systems; Appliances, Fixtures and items of equipment; Paint; Doors and Windows; Trim; Cabinets; Hardware and Insulation.

06. Exclusions from all Coverage's:

The following are excluded from the Basic Coverage, Major System Coverage and Major Structural Defect Coverage:

- A) Loss or damage caused by workmanship performed by any person other than:
 - i) the Builder,
 - ii) an Agent of the Builder, or
 - iii) a Subcontractor of the Builder.
- B) Loss or damage caused by defective materials supplied by any person other than:
 - i) the Builder,
 - ii) an Agent of the Builder, or
 - iii) a Subcontractor of the Builder.
- C) Loss or damage caused by defective design by any person other than a design professional retained exclusively by the builder.
- D) Patent defects including defects shown on the Final Inspection Sheet and defects which an examination of the home prior to acceptance of the deed or occupancy of the home ought to have revealed
- E) Defects in outbuildings including, but not limited to, detached garages and detached carports (except outbuildings which contain the plumbing, electrical, heating, cooling and ventilation systems serving the home); site located swimming pools and other recreational facilities; driveways; walkways; patios; boundary walls; retaining walls; bulkheads; fences; landscaping (including sod, seeding, shrubs, trees and planting); off site improvements or any other improvements not a part of the home itself.
- F) After the First Year Basic Coverage, concrete floors of basements and concrete floors of attached garages that are built separately from foundation walls or other structural elements of the home.
- G) Damage to Real Property which is not part of the home covered by this Limited Warranty and which is not included in the Purchase Price of the home.
- H) Any damage to the extent it is caused or made worse by:
 - i) negligence, improper maintenance or improper operation by anyone other than the Builder, its employees, Agents or Subcontractors; or
 - ii) failure by Purchaser or anyone other than the Builder, its employees, Agents or Subcontractors, to comply with the Warranty requirements of manufacturers or suppliers of appliances, fixtures or items of equipment; or
 - iii) failure of Purchaser to give notice to the Builder of any defects or damage within a reasonable time; or
 - iv) changes in the grading of the ground by anyone other than the Builder, its employees, Agents or Subcontractors; or
 - v) changes, alterations or additions made to the home by anyone after the Warranty Date; or
 - vi) dampness or condensation due to failure of Purchaser or Occupant to maintain adequate ventilation.
- I) Any conditions which does not result in physical damage to the home.
- J) Loss or damage caused by or resulting from accidents, riot and civil commotion, fire, explosion, smoke, water escape, falling objects, aircraft, vehicles, Acts of GOD, lightning, windstorm, hail, flood, mud-slide, earthquake, volcanic eruption, wind driven water and not reasonably foreseeable changes in the underground water table.
- K) Loss or damage caused by seepage of water unless such loss or damage is the direct result of a construction defect.
- ~~Any~~ damage caused by soil movement for which compensation is provided by legislation or which is covered by other insurance.
- M) Any damage which the Home Owner has not taken timely action to minimize.
- N) Normal wear and tear and normal deterioration.
- O) Insect damage.
- P) Bodily injury or damage to personal property.

- Q) Failure of the Builder to complete construction of the home.
- R) Loss or damage which arises while the home is being used for nonresidential purposes.
- S) Loss or damage due to abnormal loading on floors by the Home Owner which exceeds design loads as mandated by the Building Code.
- T) Cost of shelter, transportation, food, moving, storage or other incidental expenses related to relocation during repair.
- U) Consequential damages (except where required by State Law).
- V) Defects in appliances and pieces of equipment which are covered by manufacturers Warranties. Builder has assigned these Warranties to Purchaser and Purchaser should follow the procedures in the Warranties. The following are examples of such: appliances and equipment, though not every home includes all of these items and some homes may include appliances and equipment not included on this list: range, dishwasher, garbage disposal, ventilator fans, air conditioner and/or heat pump system.
- W) Defects which are the results of characteristics common to the materials used, such as, but not limited to: warping and deflection of wood; fading; nail pops; checking of paint due to sunlight; cracks in drywall due to settlement; cracks due to drying and curing of concrete, bricks and masonry; drying, shrinking and cracking of caulk and weather stripping.
- X) Conditions resulting from condensation on or expansion or contraction of materials.
Any claim not filed in a manor set forth in paragraph 8, "Step By Step Claims Procedures".
- Y) Paint applied over newly taped or plastered walls.
- Z)

07. Warranty:

If a defect occurs in an item(s) covered by this Limited Warranty, the Builder will repair, replace or pay the Purchaser the reasonable cost of repairing or replacing the defective item(s) within a reasonable time after the Builders inspection or testing disclosed the problem. The choice among repair, replacement or payment is solely that of the Builder.

In no event will the Builder's total liability for deficiencies under this Limited Warranty exceed the Builder's Limit of Total Liability, shown on page 29.

Repair, replacement or payment of reasonable costs for any Major Structural Defect is further limited to:

- i) the repair of damage to the load bearing portions of the home themselves which is necessary to restore the load bearing function; and
- ii) the repair of these item(s) of the home damaged by the Major Structural Defect which made the Home unsafe, unsanitary or otherwise unlivable.

When the Builder finishes repairing or replacing the defect or pays the reasonable cost of doing so, a full release of all legal obligations with respect to the defect must be signed and delivered to the Builder.

08. Step By Step Claims Procedures:

- A) Written notice, sent certified mail, of any Warranty Claims must be made on the attached "Notice of Warranty Claims Form" and must be received by the Builder, identified on page 29, no later than the first business day after Warranty Coverage on that item(s) expires. If this Notice of Warranty Claims Form is not properly completed and received by the Builder by that deadline, the Builder will have no duty to respond to any complaint or demand, and any or all claims may be rejected.

NOTICE OF WARRANTY CLAIM IS NECESSARY TO PROTECT THE HOME OWNERS RIGHT TO WARRANTY PERFORMANCE UNDER THIS LIMITED WARRANTY.

- B) No steps taken by the Builder, Purchaser or any other person to inspect, test or correct defects will extend any time period under this Limited Warranty. The Builder's response to any complaint or request, other than a timely and properly completed Notice of Warranty Claims Form, will not impair prejudice or otherwise affect any right of the Builder, including but limited to, the Builder's right to receive a timely and properly completed Notice of Warranty Claims Form.

- C) In response to a Notice of Warranty Claim, or any other complaint or request of the Purchaser, the Builder and Builder's Agent will have the right to inspect and test the portion of the Home to which the Claim, complaint or request relates. The Purchaser and Occupants of the Home must provide reasonable access to complete inspections, testing and repair or replacement.
- D) Builder will complete inspection and testing within a reasonable time under the circumstances, not exceed thirty (30) days after receipt of a timely and properly completed Notice of Warranty Claims Form. Upon completion of inspection and testing, Builder will determine weather to accept or reject the claim. If Builder rejects the claim, Builder will give written notice of that decision to the claimant at the address shown on the Notice of Warranty Claims Form. If Builder accepts the claim, Builder will take corrective action within a reasonable time under the circumstances and, upon completion, will give written notice of completion to the claimant at the address shown on the Notice of Warranty Claims Form. Builder will use good faith efforts to process and handle claim(s) in a timely manner, but all time periods for repair or replacement of defects necessary are subject to weather conditions, Act of GOD, availability of materials and other events beyond the Builder's control.

09. Legal Action:

- A) No claim or cause of action under this Limited Warranty may be commenced or asserted in any suit, action or other legal proceeding against the Builder in any Court or Forum unless notice of the claim or cause of action has been received by the Builder in a timely and properly completed Notice of Warranty Claims Form as provided in paragraph 8 above.
- B) No suit, action and proceeding against the Builder under this Limited Warranty may be commenced in any Court or Forum after the later of:
 - i) the date of expiration of the applicable Warranty Coverage under paragraph 5 of this Limited Warranty, or
 - ii) sixty calendar days after the Warrantor has given written notice of rejection of claim or completion of corrective action as provided on clause (8 D) above.

10. General Provisions:

- A) This Limited Warranty may not be changed or amended in way.
- B) This Limited Warranty is to be binding upon Builder and Purchaser, their heirs, executives, administrators, successors and assigns.
- C) Should any provisions of the Limited Warranty be deemed unenforceable in a Court of competent Jurisdiction , the determination will not affect the enforceability of the remaining provisions.
- D) Use of one gender in this Limited Warranty includes all other genders, and the use of the singular includes the plural, as may be appropriate.
- E) This limited Warranty is to be governed in accordance with the laws of New York State.

I have read, understood, and agreed to all terms and conditions set fourth herein.

Purchaser

Date

Purchaser

Date

StoneGate Signature Homes, Inc.

6/27/2007

Date

StoneGate Signature Homes, Inc.

Custom Design & Construction
2337 Rosendale Road * Niskayuna * New York * 12309
Office: (518) 631-2415 Fax: (518) 631-2416

Limited Warranty

The Purchaser(s) acknowledges that a written copy of the terms of the NEW HOME LIMITED WARRANTY attached hereto and made a part of this agreement has been provided for the Purchaser(s) examination prior to the time of the Purchaser(s) execution of this contract

Conditions of Limited Warranty

The undersigned Purchaser(s) is being furnished with express NEW HOME LIMITED WARRANTY in connection with Purchaser(s) purchase of the new home being constructed and identified herein. All other express or implied warranties, including any oral or written statements of representations made by the Builder of the home or other person and any implied warranty of habitability, merchantability or fitness, are hereby disclaimed by the Builder and are waived by the Purchaser(s). In addition, the Purchaser(s) waives the right to seek damages or other legal or equitable remedies from the Builder, the Builders subcontractors, agents, vendors, suppliers, design professionals and material men, under any other common law or statutory theory of liability, including, but not limited to, negligence and strict liability. The only remedy of the Purchaser(s) in the event of a defect in or to the home or in or to the real property on which this home is situated is the coverage provided under the NEW HOME LIMITED WARRANTY. This NEW HOME LIMITED WARRANTY shall not be applicable to any express written warranty issue by the manufacturer of any appliance which is sold with the home.

I have read, understood and agreed to all terms stated above.

Purchaser

Date

Purchaser

Date

StoneGate Signature Homes, Inc.

6/27/2007

