

# Heatherfield Townhomes

## Purchase and Sale Agreement and Deposit Receipt

Buyer \_\_\_\_\_

Address \_\_\_\_\_

Home and Day Telephone \_\_\_\_\_

Email Address \_\_\_\_\_

Purchaser's Attorney \_\_\_\_\_

Seller: Homestead Design, Inc.  
8 Carmichael Street Suite 101  
Essex Junction, VT 05452  
802-878-3303

Seller's Attorney: Peter M. Doremus, Esquire  
112 Lake Street PO Box 445  
Burlington, VT 05402-0445  
802-863-9603

Home # \_\_\_\_\_ Address \_\_\_\_\_

Series \_\_\_\_\_

**Total Current Purchase Price:** \$ \_\_\_\_\_

### DEPOSITS

1. Initial Deposit to be \$10,000. This deposit is **non-refundable**, except as described herein.
2. Additional non-refundable deposit due equal to 50% of the amount of the total options chosen.
3. Total **non-refundable** deposit currently due: \$ \_\_\_\_\_
  - A. All deposit monies are non-refundable except in the event of Seller's default and shall be paid directly to HDI Real Estate and credited to Purchaser at closing.
  - B. All deposit monies shall be held by HDI Real Estate in an interest bearing escrow account. If interest accrues over \$50 it is credited to Purchaser at closing except in the event of Purchaser's default.

## PURCHASE AGREEMENT

1. Subject to all the terms, conditions and limitations contained in the Heatherfield Condominiums declarations, the Seller agrees to sell and the Purchaser agrees to purchase the hereinabove described Condominium located in the city of South Burlington, County of Chittenden and State of Vermont.
2. Purchaser's has received the Heatherfield Condominiums Public Offering Statement, Declaration of Covenants & Easements and By-laws and State of Vermont Land Use and Act 250 Permit and accepts and approves all said documents without condition.
3. Upon closing of the purchase of the premises, as hereinabove set forth, the Purchaser shall become a member of the Heatherfield Homeowner's association.
4. Closing shall be on or about\_\_\_\_\_. Completion and/or occupancy date may be extended by an amount of time deemed reasonable by Seller based on any changes, additions, or deletions made by Purchaser. Purchaser agrees to close within seven (7) days of said closing date. If Purchaser does not close within seven (7) days of said closing date, an additional fee of \$200 per day shall be assessed, payable from Buyer to Seller, and shall be due at closing. If Buyer does not complete sale and close on property within 14 days of said closing date, Buyer's deposit will be forfeited and retained by Seller and property will be will be deemed available for sale.
5. The Premises shall be conveyed to the Purchaser(s) by the Seller by a good and sufficient Warranty Deed and title in recordable form, which Deed shall convey marketable title thereto, free and clear of all encumbrances, liens and charges, except for the Protective Covenants hereinabove mentioned. In the event the title to said property shall not prove marketable and free and clear of all encumbrances, except as provided herein, the Seller shall have a reasonable time to correct and perfect said title at its option. If the title shall not prove marketable after such attempt to cure, the Purchaser(s) may, at his option, declare this Agreement null and void and have the Deposits returned to him.
6. The only representations that are valid are those in writing. No oral representations will be constituted as an agreement or a warranty in any form. Homestead Design, Inc. disclaims, without reservation, any and all expressed or implied warranties. Only those furnished in writing to the original purchaser of an HDI built home, prior to and at closing are valid. It is the responsibility of Buyer to independently research and satisfy any questions they may have regarding any aspect of the neighborhood or sales process that is not clear to them or they feel warrants guarantee or clarification.
7. Real estate taxes and other expenses such as, but not limited to, association dues of said property, shall be prorated from the date of the delivery of the Deed.
8. Destruction of the Premises. In the event that said Unit shall be destroyed or materially damaged, between the date hereof and the date of consummation or settlement of this purchase, this Agreement shall, at Purchaser(s) election, become null and void, and any deposit in escrow may be returned to Purchaser(s) upon demand.
9. Recording of Assignment. This Agreement shall not be recorded or assigned, without the written consent of the Seller, it being specifically agreed and understood that Purchaser's(s) interest in this Agreement and the Condominium shall be considered as personal property until the closing. Purchasers may not sell or assign this contract.

10. Homestead Design, Inc. reserves the right to make minor modifications to floor plans, materials, and specifications without notice. All dimensions are approximate and variations may occur. Illustrations are artist's renderings only. For correct representations make reference to the documents required by section 4-103, title 27A of the Vermont State Statutes, the Public Offering Statement, to be furnished by a developer to a buyer.
11. Purchaser shall be in default of this Agreement if Purchaser shall fail to perform any obligations or duties imposed on them under this Agreement. In the event of default by Purchaser, Seller shall retain all sums theretofore paid by Purchaser to Seller on account of this Agreement, or may pursue all legal and equitable remedies as provided by law. In the event Seller fails to close or is otherwise in default, Purchaser may rescind this Agreement, in which case, Seller shall refund all deposit monies and Purchaser may pursue all legal and equitable remedies as provided by law. In the event legal action is instituted arising out of breach of this Contract, the prevailing party shall be entitled to reasonable attorneys fees and court costs
12. No changes or modifications shall be allowed to the floor plans. No custom work of any kind will be done before the closing, by either an HDI employee or sub contractor, or an independent contractor. Any such work will be done after the closing by an independent contractor hired by the Buyer. No options other than those offered by Seller will be allowed. Additional options offered by Seller may be added or deleted subsequent to this contract at a price agreeable to Purchaser and Seller. Only options offered by Seller will be allowed prior to closing on said home. If selections are not completed by deadline date set by Seller, standard selections will be installed. Certain items may be deleted, but there will be no credits, monetary or otherwise for these items. Once selections are made, there is a \$200 charge to change any selection choice. Seller has right to deny any option request if they deem it may effect scheduling. Please see Heatherfield Options Selections Policies and Guidelines attached to this contract.
13. Seller's Right to Alter. Seller shall deliver to Purchaser(s) in accordance with the terms of this Agreement, the Condominium residence and appurtenance thereto, including all interest in common areas in a manner as provided herein. In the event that Seller is required to make changes in the project, or documents relating thereto, in order to comply with requirements made by financial institutions, title insurance underwriters, casualty underwriters, local regulatory agencies, State regulatory agencies, and as Seller may see fit to address marketing conditions, Seller may do so without consent of the Purchaser(s) providing that such changes do not diminish the market value of the Premises and provided such changes result in the project being in substantial conformity with the Plans and specifications.
14. Substitution of Materials. Seller reserves the right to make substitutions of materials to be used in the construction of the dwelling described herein so long as said substitutions are of like and similar quality and do not result in a diminution of the value of said Premises.
15. Notwithstanding the foregoing, in the event that the Seller is unable to totally complete the Premises as described on the Exhibits attached hereto as a result of weather conditions or other unforeseen circumstances on the Closing Date set forth herein, then the Seller and the Purchaser(s) shall enter into an Escrow Agreement wherein the Seller shall allocate dollar amounts for each item uncompleted. Any escrow amounts will be authorized only by an escrow form approved by Seller. Walk-through punch list items will not be escrowed for.

16. The current monthly association fee payable to Heatherfield Owner's Association, Inc. is \$219 for a Series I home and \$215 for a Series II home. Series I dues are higher due to the fact that buildings B and G are equipped with sprinkler systems. This fee includes: 1. The removal of trash and recyclables 2. Hazard insurance on the condominium 3. Exterior maintenance 4. Snow removal from driveways and walkways 5. Lawn mowing and landscaping maintenance (excluding the maintenance of plantings installed by Buyer). 6. Maintenance of the storm water run-off system. There is an additional charge of \$9.00 per month for sunrooms. The amount of \$200 shall also be due from each Buyer at closing and shall go towards the cash reserve fund only. This amount is not an association dues payment.
17. The Purchaser(s) shall pay for any Land Gains tax applicable if Purchaser does not occupy the Unit as their Principal residence within one (1) year from date of closing. The Purchaser \_\_\_intends \_\_\_does not intend to use the Condominium as their primary residence within one (1) year from the date of closing.
18. Purchaser has read, understands, and accepts without conditions the Frequently Asked Questions portion of the Heatherfield Condominiums marketing packet and the Heatherfield Outline Specifications.
19. Due to insurance and scheduling restrictions, Buyer is not to visit the premises unaccompanied. Site visits will be arranged through a Homestead Design representative. Site visits may be limited to one visit every two weeks.
20. It is clearly understood that HDI Real Estate and its agent(s) represent Homestead Design, Inc. (Seller) and is not a Buyer's agents and does not represent in any way the interests of the Buyer.

Additional Conditions:

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 HOMESTEAD DESIGN, INC., Seller:  
 It's Duly Authorized Agent

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Buyer

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Buyer

\_\_\_\_\_  
 Date

"Heatherfield Townhomes. Options and Selections Policies and Guidelines" is attached to and forms part of the above contract.

**HEATHERFIELD TOWNHOMES**  
**Options and Selections Policies and Guidelines**

Homestead Design is pleased to offer our Heatherfield customers a wide range of options and selections which allow you to customize your new home according to your tastes and preferences. We have chosen as far ranging an array of choices as possible but which still allow us to meet scheduling requirements. That being said, our rules and procedures concerning options, selections and changes are as follows:

1. Only options listed and offered by Seller will be allowed.
2. Modifications to the floor plans will not be considered.
3. Custom work of any kind may be done only after the closing by an independent contractor hired by the Buyer. Modifications must receive design approval from the Heatherfield Homeowner's Association.
4. Additional options may be added or deleted subsequent to the contract at a price agreeable to Buyer and Seller. Based on timing, added or deleted options may cost more or less than the published price. Only options listed and offered by Seller will be allowed.
5. Seller has right to deny any option request, as it may effect scheduling and delay completion dates. There may be additional costs added to option requests that delay closings.
6. The Buyer may delete items; however, no credits will be extended, monetarily or otherwise, for these items, with the exception of the appliances.
7. Selections must be completed by a date set by Seller. Standard selections will be installed if Seller has not received Buyer selections by this date. Once selections have been made, there is a \$200 per item processing fee to change a selection, in addition to any cost associated with the selection itself or related delays.
8. Occasionally, selection items are discontinued or unavailable. In such an instance, the Buyer will be asked to make a new selection in a timely manner at no encumbrance to the Seller.
9. Any option chosen may effect completion date.
10. Prices are subject to change without notice.

Please understand that we are building the best value possible for our customers. Scheduling is a large part of controlling costs and thus, prices. Option and selection policies are for the benefit of all.

Buyers Initials \_\_\_\_\_ Date \_\_\_\_\_

Buyers Initials \_\_\_\_\_ Date \_\_\_\_\_