

**PURCHASE AND SALE AGREEMENT  
SNOW GOOSE ESTATES CONDOMINIUM  
BASIC TERMS OF SALE**

**THIS PURCHASE AND SALE AGREEMENT** consists of the Basic Terms Of Sale, Additional Terms of Sale, Residential Limited Warranty Certificate, Change Order, Modifications, Final Inspection Form, Agreement to Reduce Period of Limitation and all other Exhibits in connection therewith (the "Agreement" or "Contract") is made and entered into between the Seller and Buyer identified below, in consideration of the mutual promises expressed herein, for SELLER to sell and BUYER to buy the Property specified below on the following terms and conditions.

1. **Property To Be Sold:** Unit No. \_\_\_\_ in SNOW GOOSE ESTATES CONDOMINIUM (the "Condominium") located on Merganser Drive, Westbrook, Maine, together with an undivided interest in the common areas and facilities appurtenant thereto as specified in the Condominium Declaration and all recorded plans and plats relating thereto, as amended.

2. **Purchase Price:** The purchase price and payment terms are as follows:

\$ \_\_\_\_\_ Base Unit Price

\$ \_\_\_\_\_ Plus: Change Orders and/or Modifications if applicable (see Terms of Sale and Exhibits)

\$ \_\_\_\_\_ Total Purchase Price

(\$ \_\_\_\_\_) Less: Reservation Deposit, if any

(\$ \_\_\_\_\_) Less: Deposit (to be paid upon signing of this Agreement, to be held by **King Real Estate LLC Trust Account** (as Escrow Agent)

\$ \_\_\_\_\_ Balance Due at Closing by certified or bank check

3. Estimated Closing Date: \_\_\_\_\_, 20\_\_\_\_ Subject to Adjustment as set forth herein

4. Mortgage Financing Contingency:

Amount: \$ \_\_\_\_\_, if applicable

Contingency Date: \_\_\_\_\_ days from the Effective Date of this Agreement

5. Buyer's Broker: [\_\_\_\_\_] Yes [\_\_\_\_\_] No

Name: \_\_\_\_\_

Agency: \_\_\_\_\_

Email: \_\_\_\_\_

Cell: (\_\_\_\_\_) \_\_\_\_\_; Work: (\_\_\_\_\_) \_\_\_\_\_

6. Resolution of Disputes: If a dispute arises concerning the provisions of this Agreement or the performance of the parties, the parties agree to settle the dispute by jointly paying for the following (mark one):

Binding Arbitration as regulated by the Maine Uniform Arbitration Act, with parties agreeing to accept as final the arbitrator's decision;

Mediation, with parties agreeing to enter into good faith negotiations through a neutral mediator in order to attempt to resolve their differences and if unsuccessful to seek satisfaction through a lawsuit.

This provision shall not be deemed a waiver, except as applicable, of any rights to take legal action held by either party.

7. Receipt of Documents: Buyer(s), by signing below, acknowledge(s) having received and reviewed this Agreement, and agree(s) this will become a binding contract when signed by Buyer(s) and Seller.

8. Other:

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement, as of \_\_\_\_\_, 20\_\_\_\_ (the "Effective Date").

**SELLER:**

SGE, LLC

By: \_\_\_\_\_

Its: Duly Authorized Manager \_\_\_\_\_

198 Saco Avenue  
Old Orchard Beach, ME 04064  
Telephone: (207) 781-2958  
Email: [jacobson@majre.me](mailto:jacobson@majre.me)

**BUYER:**

\_\_\_\_\_

Print Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Email address: \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ day  
(\_\_\_\_) \_\_\_\_\_ evening

Social Security Number: \_\_\_\_\_

**BUYER:**

\_\_\_\_\_

Print Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Email address: \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ day  
(\_\_\_\_) \_\_\_\_\_ evening

Social Security Number: \_\_\_\_\_

**ADDITIONAL TERMS OF SALE  
SNOW GOOSE ESTATES CONDOMINIUM**

1. Description of Property. Seller agrees to sell and Buyer agrees to purchase for the Total Purchase Price and subject to the terms and conditions set forth in this Agreement, the Condominium, created pursuant to the provisions of the Maine Condominium Act (the " Act") under the Declaration of Snow Goose Estates Condominium recorded in the Cumberland County Registry of Deeds in Book 34646, Page 208, and as set forth in the plat and floor plans recorded or to be recorded a Location Plan and a Subdivision and Site Plan recorded in said Registry of Deeds in Plan Book 216, Pages 64 and 65 respectively, (collectively the "Declaration") together with such Unit's undivided Percentage Interest in the Common Elements (the "Unit").
2. Defined Terms. Capitalized terms used in this Agreement without definition shall have the meanings specified for such terms in the Declaration.
3. Purchase Price. The Total Purchase Price for the Unit is set forth in the Basic Terms Of Sale. The Total Purchase Price shall be adjusted at Closing in accordance with this Agreement.
4. Financing Commitment. If the Basic Terms Of Sale state that a Financing Contingency exists then Buyer is under good faith obligation to actively seek and accept such financing and shall make a loan application within five (5) days of the Effective Date of this Agreement. Failure to do so shall constitute a default under this Agreement. Buyer must provide Seller a signed and accepted commitment letter without contingencies from a mortgage lender within the designated number of days after the Effective Date of this Agreement as set forth in paragraph 4 of the Basic Terms Of Sale. If Buyer timely notifies Seller in writing that Buyer was unable to obtain mortgage financing as set forth in paragraph 4 of the Basic Terms Of Sale, then Seller shall return the Deposit to Buyer, less the amounts received by Seller for Change Orders and/or Modifications and the Obligations of the parties herein to each other shall terminate. If Buyer fails to timely notify Seller in writing that Buyer was unable to obtain mortgage financing as set forth in paragraph 4 of the Basic Terms Of Sale, said contingency shall be deemed waived by the Buyer.
5. Modifications. Any changes to the Unit agreed upon by Seller and Buyer at the time of execution of this Agreement ("Modifications"), shall be set forth in Exhibit A, together with any increased or decreased cost associated with said Modifications, and either added to or subtracted for the Base Unit Price in Section 2 of the Basic Terms Of Sale and to be paid by Buyer to Seller at time of execution of this Agreement..
6. Change Orders. Buyer may request changes in the Unit, both additions and deletions subject to Seller's consent in its sole discretion. No changes to the Unit will be made without a written Change Order executed by both parties. NO VERBAL CHANGES TO THE UNIT WILL BE RECOGNIZED. All Change Orders shall be paid for by the Buyer either at the time the change is authorized, or at the discretion of Seller, at such other time as determined by Seller; both of which may be in advance of the commencement of any actual work on the Change Order. If payment for the Change Order is withheld by Buyer, construction may be halted at the discretion of Seller and the Closing Date will be extended without penalty to Seller for the duration the time the payment is not made or Seller may declare Buyer to be in default of this Agreement and shall be entitled to exercise its rights pursuant to Section 17 herein.
7. Closing Adjustments. Taxes for the then current taxing period assessed against the Unit, and other assessments and liability charges, if any, on the Unit shall be adjusted as of the Closing Date and the net amount thereof shall be added to or deducted from, as the case may be, to the Total Purchase Price to be paid by Buyer on the Closing Date. If the amount of taxes to be adjusted is not known on the Closing Date, the taxes will be provisionally adjusted on the basis of the taxes most recently assessed for the preceding year, with a final adjustment as soon as the new tax rate and valuation can be ascertained. Buyer will also deposit with Seller at the time of closing for transmittal to the Snow Goose Condominium Association, the first full month's

assessment for estimated Common Expenses and an initial working capital contribution in an amount equal to two times (2x) the monthly installment of the estimated Common Expenses attributable to the Unit, which initial working capital contribution is in addition to and not in lieu of regular monthly installments of such expenses and charges. Buyer shall be responsible for all closing costs except the preparing of the Deed and on half of the transfer taxes.

8. Payment of Total Purchase Price. The Total Purchase Price is payable as set forth in the Basic Terms Of Sale. The Deposit and any Reservation Deposit shall be held in escrow by the Escrow Agent. The balance of the Total Purchase Price shall be paid in cash, by wire transfer or by certified or cashier's check payable to Seller at Closing as hereinafter defined, subject to adjustment in accordance with this Agreement.
9. Escrow Deposits. Upon execution of this Agreement, the Deposit, together with the Reservation Deposit shall be placed in escrow in a non-interest bearing account ("Escrow Account") held by Escrow Agent pursuant to Section 1604-109 of the Condominium Act. Upon default hereunder or upon any termination of this Agreement, the deposits shall be paid to the person lawfully entitled thereto pursuant to the terms of this Agreement. The Escrow Agent shall be King Real Estate LLC unless otherwise agreed to by Seller.
10. Unit Deed. Upon satisfaction of Buyer's obligations to Seller under this Agreement, Seller shall convey the Unit by Warranty Deed (the "Deed") to Buyer on the Closing Date. The Deed shall convey title to the Unit in fee simple with good and insurable title, free of all liens and encumbrances, except and subject to:
  - (a) Provisions of (i) the Act, as the same may be amended from time to time and (ii) the Declaration as the same may be amended from time to time by instrument recorded in the Cumberland County Registry of Deeds;
  - (b) Existing rights, obligations, easements, restrictions, licenses, covenants and conditions reserved or contained or referenced in the Declaration;
  - (c) Such taxes and assessments allocable to the Unit for the then current fiscal year as are not due and payable on the date of delivery of the deed;
  - (d) The laws of the State of Maine, and municipal ordinances and regulations, including land use and zoning restrictions of the City of Westbrook, Maine;
  - (e) To any utility easements of record and rights, restrictions, reservations and obligations as noted on any recorded plans and survey;
  - (f) To all rules and regulations established by the Condominium Association; and
  - (g) Other easements and encumbrances of record not adversely affecting the beneficial use and enjoyment of the Unit by Buyer.

If Seller is unable to convey the Condominium in accordance with the provisions of this Section 10, then Seller in its sole discretion shall have a reasonable period of time, not to exceed thirty business days, from the time Seller receives written notice of the defect, unless otherwise agreed to in writing by the parties, to remedy the defect, after which time, if such defect is not corrected, Buyer either may within ten (10) days thereafter, at Buyer's option, withdraw said amount held in the Escrow Account and neither party shall have any further obligation hereunder, or Buyer may, at Buyer's option close notwithstanding such uncured defects as may then exist. Such written notice of a title defect must be given to Seller no later than ten (10) days prior to the Closing Date and failure to timely notify Seller shall be deemed a waiver of any such defects.

Seller may use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests.

11. Closing Date. Seller shall deliver the Deed to Buyer at the office of the Escrow Agent, or at such other place as may be agreed to by Seller and Buyer on the Closing Date. The Closing Date shall be within \_\_\_ days of the earlier to occur of either substantial completion or the issuance by the City of Westbrook of a certificate of occupancy for the Unit. Substantial completion means the Unit can be occupied and used for its intended purpose, even if items remain incomplete. If a certificate of occupancy has been issued by the City of Westbrook as of the Effective Date of this Agreement, the Closing Date shall be on or before

\_\_\_\_\_.

12. Certificate of Substantial Completion or of Occupancy. A certificate or statement of substantial completion of the Unit executed by either an engineer or architect, or a certificate of occupancy issued by the municipal inspector for the City of Westbrook, Maine, as required by Section 1602-101 (b) of the Act, shall be delivered by Seller to Buyer on or before the Closing Date and shall be conclusive evidence of Seller's fulfillment of its obligation to substantially complete such Unit prior to the Closing Date. In the event that there are items in the Unit or any items in or on the Common Elements described in the Declaration not completed on the Closing Date, the same shall not delay the Closing Date. Any Change Orders or Modifications not completed by the Closing Date shall not delay the Closing Date, unless a certificate of occupancy or a certificate or statement of substantial completion cannot be issued as a result thereof.
13. Inspection. Seller shall notify Buyer not less than ten (10) days prior to the Closing Date that the Unit is ready for inspection. Upon receipt of such notice, Buyer shall promptly arrange for an appointment with a representative of Seller to complete the inspection within such time period. Buyer shall describe and specify on the final inspection form furnished to Buyer by Seller, the form of which is attached hereto as Exhibit C and made a part hereof, any construction which Buyer claims as a result thereof does not allow the Unit to conform to the requirements of this Agreement. Except as set forth in such final inspection form, acceptance of the Deed to the Unit by Buyer shall be deemed to constitute full acceptance of the Unit by Buyer. Failure of Buyer to arrange or keep the appointment shall constitute full acceptance of the Unit by Buyer. The items of construction set forth in Exhibit C shall not allow Buyer to terminate this Agreement, unless such items of construction relate to a material defect of construction. In such case, Seller in its sole discretion shall have forty-five (45) days to cure such defects and if Seller either chooses not to remedy such defects or is unable to timely remedy such defects, this Agreement shall terminate and Buyer's sole remedy shall be the return of any deposits and/or funds paid to Seller for any Modification and Change Orders, if applicable.
14. Possession. On the Closing Date, Seller shall deliver full possession of the Unit free and clear of all tenants and occupants, the Unit to be then ready for occupancy in accordance with the description in the Declaration and this Agreement; provided, however, that Seller shall not be obligated to deliver such possession unless Buyer has fully complied with the terms of this Agreement.
15. Force Majeure: Extension. If Seller is delayed in completing construction of the Unit or any other portion of the improvements at the Condominium due to causes beyond Seller's reasonable control, including but not limited to, acts of God, war, riot, fire, earthquake, flood, extreme weather conditions, explosion, condemnation, strikes, unavailability of labor or materials, damaged or stolen materials, Change Orders and Modifications from Buyer, loss or damages fire, flood, wind, earthquake, hurricane and all other weather related events or acts of nature, restrictive governmental regulations or other acts of government agencies asserting jurisdiction over the Condominium, then Seller may postpone the Closing Date by notice to Buyer. Buyer agrees that Seller is not responsible for delays due to such circumstances. Regardless of the source of delay, Seller shall have no responsibility for interest rate increases if the construction time exceeds Buyer's lock in interest rate deadline.
16. Agreement Subject to Mortgages. All terms and provisions of this Agreement are and shall be subject and subordinate to the lien of any mortgages heretofore or hereafter made and any advances heretofore or hereafter made thereon and any payments or expenses already made or incurred, pursuant to the terms thereof or incidental thereto, or to protect the security thereof, to the full extent thereof without the execution of any further legal documents by Buyer. Seller shall at its option satisfy such mortgage or obtain a release of the Unit from the lien of such mortgage at or prior to the Closing Date. The existence of the mortgages encumbering the Condominium other than the Unit and its undivided interest in the Common Elements shall not constitute an objection to title or in any way excuse Buyer from completing payment of the purchase price or performing all his other obligations hereunder or be the basis for any claim against, or liability of, Seller, provided that the mortgagees of any such mortgages have appropriately consented to the Declaration, and the Unit and its undivided interest in the Common Elements are released from the lien of such mortgages at or prior to the Closing Date.
17. Buyer's Default. In the event Buyer fails to consummate the purchase of the Unit in accordance with the provisions of this Agreement for any reason other than those reasons specified in this Agreement as giving rise to a right of Buyer to terminate the transactions contemplated by this Agreement, Seller, having fully performed

all of its obligations under this Agreement, may terminate this Agreement. Upon such termination, Escrow Agent shall pay over to Seller all funds held by the Escrow Agent pursuant to this Agreement, which Seller shall retain as liquidated damages in full and complete satisfaction of all claims against Buyer, and not as a penalty, whereupon all obligations of the parties to one another shall cease, and this Agreement shall be null and void and without recourse to the parties hereto and shall not be the subject matter of any litigation between the parties. Buyer and Seller agree that in the case of a breach of this Agreement by Buyer, Seller's damages would be difficult to assess and that the liquidated damages provided for in this Paragraph are a reasonable estimate of Seller's damages.

In the event Seller fails to perform any of the material terms of this Agreement, Buyer as its sole remedy shall be entitled to a return of the funds held by the Escrow Agent and the return of any monies paid by Buyer to Seller for Modifications and/or Change Order, whereupon all obligations of the parties to one another shall cease and this Agreement shall be null and void and without recourse to the parties hereto and shall not be the subject matter of any litigation between the parties.

Should a dispute arise between Buyer and Seller, the Buyer and Seller, jointly and severally, shall indemnify and hold harmless the Escrow Agent for all costs, losses, expenses, damages, including reasonable attorneys' fees and costs incurred by the Escrow Agent in connection with this Agreement. Escrow Agent at any time may file an interpleader action to resolve any dispute arising under this Agreement, and the non-prevailing party in such action shall be responsible to pay all attorneys' fees and costs incurred by Escrow Agent in connection therewith.

18. Risk of Loss and Insurance. By execution of this Agreement, Buyer does not acquire any equitable ownership of or title to the Unit. The risk of loss or damage by fire or other casualty is assumed by Seller until the Deed is delivered to Buyer on the Closing Date. Until the delivery of the Deed, Seller (or the Snow Goose Estates Condominium Association, if appropriate) shall maintain fire and extended coverage insurance on the Unit at the same level as now in force.
19. Establishment of Condominium. If it has not already done so, Seller shall, prior to conveyance of the Units, record amendments to the Declaration, Plats and Plans and all other documents required to establish a valid condominium under the Act and to include the Unit within that Condominium.
20. Furnishings and Models. Furniture, wall coverings, furnishings or the like as shown in or about any model unit are for display purposes only and are not considered a part of such unit for the purposes of this Agreement. Further, the location of wall switches, thermostats, chases, plumbing and electrical outlets and similar items may vary from unit to unit and may not be as shown in any model unit. Any floor plans, sketches or sales drawings shown to Buyer other than those which are a part of the Agreement are for display purposes only and may not be exactly duplicated.
21. Warranties: Statute of Limitation. Seller warrants the Unit, unless specifically disclaimed in Exhibit C and a part of the basis of the Sale, to be (a) free from defective materials; (b) constructed in accordance with the applicable law, according to sound engineering and construction standards and in a workmanlike manner; and (c) suitable for ordinary residential uses of real estate of its type. Construction complying with the National Building Code and Code Administrators (BOCA), Basic Building Code or equivalent applicable local building codes, if any, shall be deemed to satisfy said sound engineering and construction standards. The Unit will be constructed in accordance with the standards of the Maine Uniform Building and Energy Code of 10 M.R.S §§ 9721-9725, as amended. Seller agrees that the Unit will be in at least as good condition at the earlier of the time of conveyance or delivery of possession as the Unit was at the Effective Date of this Agreement, reasonable wear and tear excepted. Buyer shall execute by separate instrument on or prior to the Closing Date an agreement to reduce, as allowed by Section 1603-115(a) of the Maine Condominium Act, the statutory six-year limitation to two (2) years, as more fully appears in Exhibit D attached hereto and made a part hereof. Seller to the extent assignable, will assign any manufacturers' warranties on appliances, equipment or other consumer products.

Seller's warranties expressly exclude among other things, normal movement of wood or concrete, shrinkage,

expansion, sheetrock stress cracks, characteristics of any natural materials such as wood or stone, lack of proper maintenance, abuse, damage due to ordinary wear and tear, items installed by Buyer or anyone else except Seller or Subcontractors directly hired by Seller. Buyer shall not be entitled to recover for any consequential, incidental, compensatory or punitive damages, including attorneys' fees and costs in connection with the sale of the Unit and this exclusion shall survive the sale of the Unit. Seller will issue to Buyer a Residential Limited Warranty Certificate, attached hereto as Exhibit E.

22. Construction Site. Neither Buyer nor anyone acting on behalf of Buyer shall enter upon the Unit or the Common Elements during the term of this Agreement without the consent of Seller and being accompanied by a representative of Seller. Further, Buyer will not attempt to store any personal belongings or other property at the Unit or the Common Elements during the term of this Agreement.
23. No Oral Representations/Modifications. ***NO ORAL WARRANTIES, REPRESENTATIONS, STATEMENTS, MODIFICATIONS OR PROMISES SHALL BE CONSIDERED UNLESS SET FORTH IN THIS AGREEMENT AND/OR BIND UPON ANY PARTY HERETO, UNLESS SET FORTH IN A WRITTEN DOCUMENT SIGNED BY BUYER AND SELLER.*** Such information as may have been, or may hereafter be, furnished to Buyer concerning mortgage financing, operating expenses of the Condominium and the real estate taxes for individual Units is thought to be reliable but Seller does not warrant the accuracy of projections or expectations. Seller has no way of assuring what valuation or tax rate will be imposed in the future.
24. Seller Modifications. Seller reserves the right to modify the Declaration, the Bylaws, the Plats and Plans and any other Condominium Document as may be required by law, a title insurance company, the Seller's present or future lender(s), or at Seller's discretion. The dimensions, sizes and location of interior partitions in the Units and the location of the Unit in relation to other Units and Common Elements and facilities as reflected in the Declaration and the Plats and Plans are approximate, and the same may vary slightly. Buyer acknowledges and agrees that minor variances are acceptable to Buyer, and such minor variances shall not constitute grounds for any action for rescission, damages or diminution of the Total Purchase Price. Seller may substitute other materials, methods or manufactured products as Seller may deem proper, provided however, that the quality of any such substituted items is equal to or superior to those specified in the attached floor plans and standard features.
25. Brokerage. Buyer represents and warrants that no real estate commission is due to any person except the real estate broker listed in the Basic Terms Of Sale and the Escrow Agent, and that Buyer shall indemnify and hold Seller harmless from and against the claims, including attorneys' fees, and all other costs and expenses incurred as a result of such claims, arising out or by reason of the assertion by any other person of a claim for a broker's commission in this transaction.
26. Merger, Acceptance of Deed. This Agreement supersedes any and all prior understandings and agreements between the parties and constitutes the entire Agreement between them. Buyer represents he/she has relied only upon the warranties and representations set forth in this Agreement. The acceptance of the delivery of the Deed by Buyer shall be deemed to be full performance and discharge by Seller of every agreement and obligation herein contained or expressed, except such as are, by the terms of this Agreement, to survive, or to be performed after, the delivery of the Deed.
27. Assignment. This Agreement is personal to Buyer and Buyer may not assign this Agreement. Any purported assignment of this Agreement in violation hereof shall be voidable at the option of Seller. Seller's refusal to consent to an assignment hereof shall not entitle Buyer to terminate this Agreement or give rise to any claim for damages against Seller. Seller may assign its rights hereunder and, if such assignment shall be in favor of a lender of Seller for collateral purposes, Buyer's rights hereunder shall, at the option of such lender, be subject and subordinate to the rights of such lender.
28. Notices. All notices to be given hereunder by one party shall be in writing and sent by first class mail, postage prepaid, to the other party at the address given above, or at such other address as either party may hereafter designate to the other in writing or by email to the email address provided in the Basic Terms Of Sale. Any email sent by a party much be acknowledged as received by the receiving party, otherwise such email shall not be deemed notice herein.

29. Miscellaneous.

(a) Subject to the assignment restrictions set forth above, this Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, personal representatives, successors and assigns.

(b) This Agreement shall not be altered, modified or amended except by an instrument in writing executed by Seller and Buyer.

(c) This Agreement may be simultaneously executed in any number of counterparts, each of which when so executed and delivered shall be an original; but such counterparts shall constitute but one and the same instrument.

(d) The obligations of Buyer, if more than one, under this Agreement shall be joint and several.

(e) The invalidity of any provisions of this Agreement shall not affect the validity or enforceability of any other provision set forth herein.

(f) This Agreement shall be construed and enforced in accordance with and governed by the laws in effect in the State of Maine and shall for all purposes be deemed wholly executed and performed within the State of Maine.

(g) All paragraph headings in this Agreement are for convenience only and are of no independent legal significance.

(h) The term "Buyer" or any pronoun used in its place shall mean and include the masculine and the feminine, the singular or the plural number and jointly and severally, individual firms, or corporations.



**SNOW GOOSE ESTATES CONDOMINIUM  
EXHIBIT A  
MODIFICATIONS**

**SNOW GOOSE ESTATES CONDOMINIUM**

**EXHIBIT B  
CHANGE ORDER**

**Note: IF WORK NOT SPECIFIED IN THE CONTRACT OR THIS EXHIBIT,  
THEN IT IS NOT INCLUDED AS PART OF THE SALE**

Change Order # \_\_\_\_\_

Date: \_\_\_\_\_

Agreement Date: \_\_\_\_\_

**Buyer**

\_\_\_\_\_  
Name(s)

\_\_\_\_\_  
Name(s)

\_\_\_\_\_  
Address

\_\_\_\_\_  
\_\_\_\_\_

**Seller**

SGE, LLC  
367 US Route 1  
Falmouth, Maine 04105

The Agreement dated \_\_\_\_\_ is changed as follows:

Changes in the work originally subject to the Agreement dated \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Original Total Purchase Price: \$ \_\_\_\_\_

Net change of this Change Order: +/- \$ \_\_\_\_\_

Net change of prior Change Order: +/- \$ \_\_\_\_\_

Revised Total Purchase Price: +/- \$ \_\_\_\_\_

All work set forth in this Change Order shall be performed under and subject to the same terms and conditions as the original Agreement.

**Acceptance of Change order:**

**OWNER(s)**

**SGE, LLC**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Its: Manager, duly authorized

Each party must receive a copy of this Signed Change Order Before the Revised Work Can Be Started.

SNOW GOOSE ESTATES CONDOMINIUM

EXHIBIT C

FINAL INSPECTION FORM

BUYER(S): \_\_\_\_\_ / \_\_\_\_\_

UNIT NO: \_\_\_\_\_

CONDUCTED BY: \_\_\_\_\_

DATE OF INSPECTION: \_\_\_\_\_

Listed below are all of the construction defects in the above mentioned Unit:

Date: \_\_\_\_\_, 20\_\_\_\_, as Buyer

\_\_\_\_\_, as Buyer

DECLARANT agrees to correct consistent with the Agreement in a workmanlike manner the items listed above, except as noted herein:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SGE, LLC

By: \_\_\_\_\_

Its: Manager, duly authorized

I (we) acknowledge the above items have been completed in a workmanlike manner.

Date: \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_, Buyer

\_\_\_\_\_, Buyer

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

**SNOW GOOSE ESTATES CONDOMINIUM  
EXHIBIT D  
AGREEMENT TO REDUCED PERIOD OF LIMITATION**

**SGE, LLC**, a Maine limited liability company ("Seller") is selling to \_\_\_\_\_, a resident(s) of \_\_\_\_\_ ("Buyer"), Condominium Unit \_\_\_\_, Merganser Drive, Westbrook, Maine situated in Snow Goose Estates ("Unit").

Maine law allows a judicial proceeding to be commenced by Buyer against Seller within Six (6) years after a cause of action accrues in connection with any obligations of Seller to Buyer arising under sections 1604-112 and 1604-113 of Title 33 as amended, copies of which are attached hereto.

In consideration of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Buyer, his/her heirs, successors and assigns agree that a judicial proceeding for breach of any express or implied warranty or any other claim of any type or kind relating in any manner thereto pursuant to the above-referenced Maine statutes, as amended, must be commenced within TWO (2) years after the cause of action accrues rather than SIX (6) years after the cause of action accrues pursuant to Section 1604-115 of Title 33, as amended. This Agreement is independent of any other documents executed and/or delivered in connection with the Unit by Seller and/or Buyer and shall survive the sale of the Unit.

The Buyer acknowledges that he/she had an opportunity to consult with an attorney or other professional with respect to all matters pertaining to the purchase of the Unit including, without limitation, this Agreement.

**Witness**

**Seller**

**SGE, LLC**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
By: Michael A. Jacobson  
Its: Manager, duly authorized

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Witness**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Date

**Buyer**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Witness**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Date

**Buyer**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**STATE OF MAINE**

**CUMBERLAND, ss.**

\_\_\_\_\_, 2018

Then personally appeared before me the above-named \_\_\_\_\_ and made oath that he/she understands the above Agreement and acknowledged the foregoing instrument to be his/her free act and deed.

Before me,

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF MAINE

Printed name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

Maine Revised Statutes

Title 33: PROPERTY

Chapter 31: MAINE CONDOMINIUM ACT

§1604-112. EXPRESS WARRANTIES OF QUALITY

(a) Express warranties made by any seller to a purchaser of a unit, if relied upon by the purchaser, are only created as follows:

(1) Any written affirmation of fact or promise which relates to the unit, its use, or rights appurtenant thereto, area improvements to the condominiums that would directly benefit the unit, or the right to use or have the benefit of facilities not located in the condominium, creates an express warranty that the unit and related rights and uses will conform to the affirmation or promise; [1981, c. 699, (NEW) .]

(2) Any model or description of the physical characteristics of the condominium, including plans and specifications of or for improvements, creates an express warranty that the condominium will substantially conform to the model or description; [1981, c. 699, (NEW) .]

(3) Any written description of the quantity or extent of the real estate comprising the condominium, including plats or surveys, creates an express warranty that the condominium will conform to the description, subject to customary tolerances; and [1981, c. 699, (NEW) .]

(4) A provision that a buyer may put a unit only to a specified use is an express warranty that the specified use is lawful. [1981, c. 699, (NEW) .]

(b) Neither formal words, such as "warranty" or "guarantee," nor a specific intention to make a warranty, are necessary to create an express warranty of quality, but a statement purporting to be merely an opinion or commendation of the real estate or its value does not create a warranty. [1981, c. 699, (NEW) .]

(c) Any conveyance of a unit transfers to the purchaser all express warranties of quality made by previous sellers. [1981, c. 699, (NEW) .]

SECTION HISTORY

1981, c. 699, (NEW) .

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**Maine Revised Statutes**

**Title 33: PROPERTY**

**Chapter 31: MAINE CONDOMINIUM ACT**

**§1604-113. IMPLIED WARRANTIES OF QUALITY**

(a) A declarant and any person in the business of selling real estate for his own account warrants that a unit will be in at least as good condition at the earlier of the time of the conveyance or delivery of possession as it was at the time of contracting, reasonable wear and tear excepted. [1981, c. 699, (NEW).]

(b) A declarant and any person in the business of selling real estate for his own account impliedly warrants that a unit and the common elements in the condominium are suitable for the ordinary uses of real estate of its type and that any improvements made or contracted for by him, or made by any person before the creation of the condominium, will be:

(1) Free from defective materials; and [1981, c. 699, (NEW).]

(2) Constructed in accordance with applicable law, according to sound engineering and construction standards and in a workmanlike manner. Construction complying with the National Building Code and Code Administrators (BOCA), Basic Building Code or equivalent applicable local building code, if any, shall be deemed to satisfy such sound engineering or construction standards. [1981, c. 699, (NEW).]

(c) In addition, a declarant warrants to a purchaser from him of a unit that may be used for residential use that an existing use, continuation of which is contemplated by the parties, does not violate applicable law at the earlier of the time of conveyance or delivery of possession. [1981, c. 699, (NEW).]

(d) Warranties imposed by this section may be excluded or modified as specified in section 1604-114. [1981, c. 699, (NEW).]

(e) For purposes of this section, improvements made or contracted for by an affiliate of a declarant, section 1601-103, paragraph (1), are made or contracted for by the declarant. [1981, c. 699, (NEW).]

(f) Any conveyance of a unit transfers to the purchaser all of the declarant's implied warranties of quality. [1981, c. 699, (NEW).]

**SECTION HISTORY**

1981, c. 699, (NEW).

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**SNOW GOOSE ESTATES CONDOMINIUM  
EXHIBIT E  
RESIDENTIAL LIMITED WARRANTY CERTIFICATE**

SGE, LLC ("Seller") has sold to you Unit at \_\_\_ Merganser Drive in Westbrook, Maine. As in any building, certain items may require adjustment. This Limited Warranty Certificate describes the nature of Seller's obligations to make these adjustments.

I. COVERAGE AND DURATION:

- A. Limited Warranty. Please see Section 21 of the Agreement.
- B. Time to Commence Judicial Proceeding. A judicial proceeding for breach of any express or implied warranty or for any other claim relating to the physical condition of your Unit and common elements must be commenced within Two (2) years after your cause of action accrues. A cause of action occurs with respect to your Unit at the time you accepted the deed to your Unit. A cause of action occurs with respect to a common element, at the time the common element is completed, but, if the common element is completed after your acceptance of the deed to your Unit, a cause of action accrues at the date the first unit therein is conveyed to a bona fide purchaser. This paragraph shall be construed to comply with the minimum statute of limitations for warranties set forth under the Maine Condominium Act, 33 M.R.S. §§ 1604-114 and 115, as amended. Some states do not allow limitations on the duration of an implied warranty. Therefore, the above limitation or any exclusion may not apply to you.

- II. CLAIMS: If you make a claim under this Limited Warranty or under any warranty required by law, Seller at its option may repair or replace the affected item or component at no cost to you or Seller may pay you a sum of money equal to the estimated cost of repair or replacement. Replacement items or components will be comparable but not necessarily identical to the items replaced. Seller will correct the defect in such manner as to reasonably restore the item to the condition which would have existed had the defect not been present or forward payment to you to pay for such costs. Said amount shall be at Seller's cost.

III. GENERAL EXCLUSIONS:

- A. This warranty does not cover cracks, popping nails, or other effects of normal settlement, fading or expansion, contraction, shrinkage or warping of materials that may occur in walls, floors, ceilings, doors, concrete or any of the components of the Unit or paved areas, or drainage, seepage, or other water problems, as long as such defect will not prevent the normal residential use of the home.
- B. The Seller's warranties do not include defects, scratches, stains or smudges in painted surfaces, chipping and/or cracking of marble, Formica, fiberglass or tiles, defective or broken glass, or similar defects readily visible to the human eye which are not noted for correction at the time of inspection and set forth in Exhibit C by the initial purchaser before the Closing Date.
- C. The Seller's warranties do not cover normal maintenance or conditions resulting from accidents, wear and tear, misuse, or negligence. The Seller's warranties do not apply if any defect results from damage to the Unit or by negligence or unreasonable use (including failure to

provide reasonable and necessary maintenance) and/or the use or maintenance was contrary to the Declaration, Bylaws, or Rules and Regulations of the Condominium.

- D. SELLER SPECIFICALLY DISCLAIMS ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL (SECONDARY) DAMAGE TO ANY PERSON, THE BUILDING, THE UNIT, COMMON ELEMENTS, OTHER COMPONENTS OR ANY OTHER REAL PROPERTY RESULTING FROM A DEFECT. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OR INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR CONSUMER PRODUCTS, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

IV. INTERPRETATION, GOVERNING LAW AND VENUE. No action taken to correct defects shall extend this warranty. This warranty gives you specific legal rights and you may also have other legal rights which vary from state to state. This Limited Warranty Certificate shall be governed by and interpreted in accordance with Maine law.

Dated: \_\_\_\_\_  
Buyer

Dated: \_\_\_\_\_  
Buyer  
SGE, LLC

Dated: \_\_\_\_\_  
By: Michael A. Jacobson  
Its: Manager, duly authorized

Note: This Limited Warranty Certificate has been prepared to comply with the requirements of the federal Magnuson-Moss Warranty Act enacted in 1975 (15 U.S.C. Section 2301); certain language is required by regulations promulgated by the Federal Trade Commission (16 C.F.R. Section 701.3). The Maine Uniform Commercial Code at Title 11 M.R.S.A. does not allow limitations on implied warranties or merchantability or fitness for a particular purpose or limitation on remedies for breach with respect to consumer goods or services.