

EXHIBIT B:

80 WEBSTER AVENUE CONDOMINIUM

CONSTRUCTION SPECIFICATIONS

46 NEW RESIDENTIAL UNITS

80 WEBSTER AVENUE

SOMERVILLE, MA

02143

Construction by CDD, Inc.

Architect: EVB Design & TwinSpine Architects;

Developed by 70-80 Webster Avenue Trust, dba David Aposhian, Trustee

Development Consultant: Margo Grossberg

Additional Design: Michael Robitaille, David Aposhian, Margo Grossberg

Landscape Design: Foglia Design Associates

Civil Engineering: Design Consultants, Inc.

CONSTRUCTION SHALL BE PERFORMED BY THE SELLER OR ITS AGENTS, ACCORDING TO THE ATTACHED PLANS AND SPECIFICATIONS. IT IS UNDERSTOOD BY BOTH SELLER AND OTHERS THAT THESE PLANS AND SPECIFICATIONS MAY CHANGE DUE TO RE-INTERPRETATIONS OF STATE AND LOCAL CODES BY SOMERVILLE INSPECTIONAL SERVICES, OR DUE TO SITE EXIGENCIES, INCLUDING BUT NOT LIMITED TO SOIL AND WATER CONDITIONS, UNAVAILABILITY OF MATERIALS OR PRODUCTS, OR UNFORESEEN CONSEQUENCES OF STRUCTURAL, MECHANICAL, OR DESIGN DETAILS. THESE CHANGES ARE DEEMED BY ALL PARTIES TO BE IMMATERIAL, AND WILL NOT AFFECT ANY CONTRACTS ENTERED INTO BY SELLER WITH OTHERS, UNLESS THE SIZE OF THE UNIT IS MATERIALLY ALTERED, THE RESIDENTIAL USE PATTERN OF THE DEVELOPMENT IS SUBSTANTIALLY CHANGED, OR A CONSIDERABLE AMENITY IS LOST TO THE UNIT IN QUESTION, (PARKING, YARD, PORCH, USE OF A ROOM). ALL PRODUCT AND MATERIAL DESIGNATIONS BELOW ARE INTENDED TO ESTABLISH MINIMUM DESIGN AND QUALITY STANDARDS FOR CONSTRUCTION. THE UNITS SHALL CONFORM TO THE FOLLOWING STANDARDS:

I. ROUGH CARPENTRY

1. Framing: spruce, pine or fir: #2 or better. LVL beams, per plans. Dimension as on drawings. Floor systems of engineered trus joists.
2. ¾ inch "Advantech" board, tongue and groove, for subfloor on second, third, and fourth floors. ½ inch cdx plywood or Advantech, over sleepers, over poured concrete floors, on first floor.
3. Engineered "BCI" or "Trusjoists", or similar, for roof.
4. Roof sheathing: 5/8 Advantech, or oriented strand board (OSB)
5. Wall sheathing: 7/16" oriented strand board (OSB).
6. Members in contact with the ground, and all sills resting on masonry, shall be pressure treated. Steel columns and hangers per plans.
7. Common stairs shall be either wood framed, or steel and concrete.
8. Most walls factory fabricated.

II. FOUNDATION

9. Footings per plan, of 2,500 or 3,000 psi concrete, with rerod per plan. Footing shall be site installed excavator dug caissons.
10. Frost walls and footings of poured concrete, 10" to 18" thick, per plan. Rerod per plan, 2,500-4,000 psi concrete
11. Material underneath slab compacted in 6" lifts, to 95% compaction
12. 2 Inches of rigid foam and 6 mil poly vapor barrier on interior of foundation wall.
13. Slabs 4"-6" thick, 3,000-4,000 psi, with fiber mesh, or steel mesh.

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III.

IV. WATERPROOFING

14. All surfaces shall be properly flashed and treated to ensure adequate water resistance.
15. Proper grading shall be done around building to ensure minimum water penetration; roof drains as designed, and built.
16. Infiltration system per plan (for entire site); drainage system as built.
17. Roof is fully adhered rubber membrane, over tapered insulation.
18. Exterior walls have Tyvek or Tyvar. Exterior siding has 2 coats of latex or oil based paint or sealant; exterior trim has 2 coats of semi-gloss latex paint. Siding may be factory sealed instead of painted on site.
19. Roof drains (interior) of cast iron for sound proofing.

V. FIRE SEPARATION

20. Per code, minimum of 1 hour between units horizontally (2 layers of 5/8" gypsum, type X, on each side of wall); 2 hours around stairway enclosures (2 layers of 5/8" gypsum, type X, on each side).
21. Vertically, 2 layers of 5/8" type X gypsum between units, on ceilings.
22. Please note: in order to maximize sound insulation, walls and ceilings may exceed these specifications, and have different assemblies. Please confirm with SELLER exact assembly in unit.
23. "Fire Safe" insulation used where code requires fire separation in interstitial spaces.

VI. THERMAL INSULATION

24. In exterior walls: fiberglass, unfaced batts, with polyethylene vapor barrier. (6 inches thick). Or, 1/2 to 2 pound rated foam, R-19.
25. All cavities around doors, windows and skylights shall be insulated.
26. Sound attenuating fiberglass batts in between all units with shared walls. (4 to 8 inches thick, based on wall assembly). Or, 1-2 inches of sprayed in foam.
27. Sound attenuating batts in floor systems between units. (8 to 10 inches thick). Or, 1-2 inches of sprayed in foam.
28. Roof of fourth floor and mezzanines shall have blown in foam, minimum R-19.

VII. SIDING

29. 7/16" OSB sheathing
30. Cementitious boards (Hardiplank) as siding.
31. Trim on first four floors to be PVC or Nelstek type material; window sills of mahogany
32. Mezzanine level walls to be of hardiplank lapped siding, with exposure ranging from 4 inches, to 8 inches. Trim to be of PVC OR PLASTIC on mezzanine level; 2 coats latex paint. Exterior trim and design may be altered at Builder's option

VIII. ROOFING

33. Tapered insulation for drainage.
34. Fully adhered rubber membrane.
35. Small parapet wall, if needed.
36. Roof drains and penetrations for utilities as needed.

IX. WINDOWS

37. Caradco (Jeld-Wen) wood, metal clad windows.
38. Muntins shall be approximately 1 3/8" wide
39. Simulated divided light on upper sash of double hung windows.
40. Exterior casing shall be of PVC or Nelstek type material; mahogany or red cedar sill; pvc "nelstek molding. Window to be attached with nailing flanges. BUILDER may replace any of the above with finger jointed red cedar.
41. Window and door trim to have 2 to 3 coats of latex paint on exterior.
42. One lock and screen per window
43. Windows will be awning, double-hung, or fixed.
44. Biparting sliders (doors), or sliders, up to 8'0" high by 12'0" wide shall be used, per plans. Sliding doors will have full height sliding screens.

X. INTERIOR WALLS AND CEILINGS

45. Separation wall material shall be gypsum wallboard, 5/8", as required by code. Surfaces shall be 3 coat tape system
46. Ceilings shall be gypsum wallboard, 5/8", as required by code. Surfaces shall be 3 coat tape system.
47. All other walls shall be gypsum wallboard, 5/8", as required by code. Surfaces shall be 3 coat tape system

XI. FINISH CARPENTRY IN UNITS

48. All door casings shall be of 1x4 pine or poplar or 1 x 6 pine or poplar for side casing; 5/4 x 4 x 6 pine or poplar for head casing. Cap of pine or poplar on top of head casing. Site made molding on side casings. 1x4 will be used where 1x6 does not fit.
49. Window casings shall be similar.
50. Window sills of pine or poplar 1 inch deeper than normal. Site made pine or poplar molding around top of 1 x 4 inch apron at bottom of sill.
51. Baseboards of pine or poplar, chamfered at top, with pine or poplar pilasters every 8-10 feet, approximately
52. Stairway skirt boards, if any (within units), of pine or poplar. Caps over one half walls shall be of pine or poplar. Spiral stairs within units, if any, will be diamond plated, black. BUILDER may upgrade to wooden treads.
53. All wood shall have nail holes filled, and will be sanded, and prepped, and have 2 coats of sealant.
54. Bathroom trim shall be as above, EXCEPT, material will be poplar or pine, with 2 coats latex paint, semi-gloss.

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XII. FINISH CARPENTRY IN COMMON AREAS

55. All door casings shall be of 1x4 Poplar or 1 x 6 Poplar for side casing; 5/4 x 6 or 5/4 x 4 Poplar for head casing. Cap of Poplar on top of head casing. Brosco molding on side casings. 1x4 will be used where 1x6 does not fit.
56. Window casings shall be similar. Window sills of Poplar; 1 inch deeper than normal. Site made Poplar molding around top of 1 x 4 inch apron at bottom of sill.
57. Baseboards of 1x8 Poplar with molding on top. Caps over one half walls shall be of Poplar.
58. All Poplar shall have nail holes filled, and will be sanded, and prepped, and have 2 of latex paint, semi-gloss.
59. All common areas except stairs will have fire rated ceilings.

XIII. STAIRWAYS

60. In common areas: Plywood treads and plywood risers. Stairways shall be carpeted and padded. Skirtboards, if any, shall be of MDF, poplar, or pine, with brosko molding on top.
61. Handrails shall consist of half-wall caps and wooden handrails, same species (dimension 1.5"x3.5", mounted to wooden stand-offs, 48" on center. Or, as required by code
62. All stairways insulated for noise transmission.

XIV. FLOORS

63. Bathroom floors are ceramic, on 1/4 inch cementitious board.
64. All living areas of #1 red or white oak floors, sanded, with 3 coats polyurethane; builder may switch to cherry or ash.
65. Stairways will be carpeted in common areas, as will hallways.
66. Floors in common boiler rooms and other utility rooms shall be tiled, and shall have floor drain.
67. Main entry to building shall be tiled.

XV. KITCHENS

68. Please refer to Exhibit E

XVI. BATHROOMS

69. Please refer to Exhibit E

XVII. DOORS

70. Exterior doors, per plans.
71. Interior doors shall be four-panel or 2-panel masonite; please see attached. Painted pine jambs. All hinges and other hardware brushed chrome.

72. Interior bedroom doors and bathroom doors shall have privacy sets, Plymouth series Schlage or similar. All hinges and other hardware brushed chrome.
73. Closet doors and storage doors shall have dummy knobsets, or handles.
74. All hinges and other hardware shall be chrome or brushed chrome.
75. All interior doors shall receive 2 coats of latex paint.
76. Unit entry doors shall be fire rated steel doors, with steel jambs. Doors may receive faux wood finish.

XVIII. FIRE SUPPRESSION AND DETECTION

77. Hard-wired smoke detectors in units, and in common areas, as required by Massachusetts State Building Code, Somerville Electrical Inspector, and Somerville Fire Department
78. Heat detectors, as required by Fire Department and local Building Inspector
79. Sprinkler system, as required by Fire Department and ISD.
80. Building may have pedestal mounted pull station, wired directly to the fire department, if so required by Somerville Fire Department.

XIX. STORAGE

81. Storage areas in cellar shall be assigned on a unit by unit basis, first come first served. Storage areas are assigned and not deeded, and storage space number should be included in Purchase and Sale agreement
82. Bicycle storage area on first floor. Spaces will be assigned on unit by unit basis. Bicycle hangers will be installed. Storage room shall have exterior and interior entry. No bicycles will be allowed in interior common areas of building.
83. Closets per plan.
84. Closet storage systems shall be at BUILDER's option (wire or wood; number of shelves and poles).

XX. PLUMBING AND HEATING

85. Ventilation for bathrooms shall be provided. Fan, vented to outside.
86. A complete plumbing system in accordance with all state and local codes shall be provided. Copper or plastic supply and PVC drainage pipe shall be used. Ten exterior sillcocks. Height shall be 36" above final grade.
87. Hot water and heat is provided to each unit by common gas fired boiler, with superstore unit for domestic hot water in each unit, or common superstore with continuous circulation. Boiler(s) will be on roof of building, in common utility areas. One gas meter in building; condo fee includes cooking gas.
88. All parties acknowledge that Builder may make any changes to the mechanical system needed to satisfy code, or local inspectors.

XXI. ELECTRICAL

89. Each unit will have buzzer with intercom.
90. All rooms except kitchens and baths to have one phone jack and one cable jack. Kitchens shall have 1 phone jack.
91. Electrical service shall support 110 and 220 volt at 60 or 100 amps
92. Built-in lighting: wiring only (fixtures not included) for ceiling fixture in each bedroom; ceiling fixture in kitchen; ceiling fixture in livingroom; pendant lights in kitchens with islands or peninsulas; wall or ceiling lights as wired in corridors and entries. SELLER will install inexpensive porcelain fixtures where lights are

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wired for in bedrooms, kitchens, and hallways, except for as noted as follows: SELLER shall provide and install under cabinet fluorescents as wired, fan/light combo in baths, and in walk-in closets. SELLER will provide and install vanity light in bathrooms. Please see EXHIBIT E for lighting fixture allowance.

93. Line voltage wiring and hook-up or mechanical systems
94. Outlets per Massachusetts State Building Code
95. Bathroom and kitchen outlets to be on GFI circuit
96. Each building entry door shall have exterior light on photo sensor, without switch. Lights on common meter
97. 46 unit meters, plus one common meter.
98. 10 or more exterior outlets on common meter
99. **Each unit deck will have 1 exterior light of SELLER's choice.** Common deck will have lights as needed.
100. For all other light fixtures in unit, BUYER is responsible for selection, purchase, and delivery of fixtures. If unit is closes before June 30, 2009 SELLER's electrician will install lighting fixtures provided by BUYER as long as fixtures are on site at least 2 weeks prior to closing. **PLEASE SEE EXHIBIT E FOR ALL OTHER INFORMATION RELATING TO LIGHT FIXTURES.**

XXII. SOUND INSULATION

101. 2 layers of 5/8 type X gypsum over wood strapping for ceiling. Also, lightweight gypsum poured floor with soundboard and OSB and oak above in vertically separated units.
102. In unit separation walls, total of 4 layers of gypsum. Seller may substitute foam. **At least 1 layer of gypsum will be continuous without penetrations.**
103. Shared walls in between units shall actually be made of 2 separate walls, with air space in between them. Multiple layers of continuous sheetrock or OSB board on interior of walls.
104. Multiple layers of 5/8 inch type X gypsum, and sound attenuation fiberglass insulation, between units and all common areas.
105. Most bathroom and interior stairways have sound attenuation fiberglass insulation in walls.
106. Second, third, and fourth floor shall have poured cementitious floors, over sound mat. Sound board on top of that assembly. Hard wood floors, on top of 2 layers of subfloor, over cementitious floors. Seller may replace cementitious floor with 2 layers of gypsum over soundboard, with additional layer of soundboard on top of gypsum, with additional layer of subfloor on top of that.
107. NEVERTHELESS, SELLER disclaims any post closing liability for noise transmission between units and between units and common spaces. BUYER understands that some noises will be transmitted, and will deal with fellow unit owners to resolve any issues that arise, and will not look to SELLER to alter unit in any way to address noise transmission issues. SELLER urges BUYER to test soundproofing before move in date.

XXIII. LANDSCAPING

108. Brickwork or cobble as drawn. Material and design subject to change. Driveway of brick or other material
109. Fencing as drawn, with plantings. Material and design subject to change
110. Finished grade is anticipated to be 8"-16" below first floor

111. THERE IS NO WARRANTY ON LANDSCAPING

112. Retaining walls of granite cobble, or of material and design at SELLER's option.

XXIV. EXTERIOR DETAILING

113. As drawn. Subject to change by SELLER, without notification.

XXV. INTERIOR PAINTING

114. All interior surfaces that are painted shall have 2 coats of flat, latex paint applied. Ceilings shall be super white, walls Benjamin Moore China White or Navajo White

115. There is no lead paint

XXVI. LAUNDRY

116. Common laundry rooms in building for units without laundry facilities.

117. All dryers 220 electric (in common laundry rooms.)

118. Machines will not be coin operated.

119. SELLER will provide machines only in common laundry rooms.

120. Laundry rooms inside units will be properly vented to exterior, and will be set up for 220 electric dryers.

121. SELLER will not provide laundry machines inside units.

XXVII. SHRINKAGE AND SETTLEMENT

122. Due to the nature of the construction (woodframe, concrete foundation, and drywall finishes) some shrinkage and settlement will occur. This will produce some cracks in surface of concrete, sheetrock and in flooring. Repair of such cracks are deemed to be immaterial.

XXVIII. CHANGE ORDERS

123. All parties agree that SELLER may make changes without a written change order signed by any party if required to do so by Somerville Inspection Services, or to comply with manufacturer's specifications or state or local codes, provided it would not materially alter the appearance or use of the unit.

XXIX. SQUARE FOOTAGE

124. Some of the square footages listed are gross square footages. They will be greater than "zoning square footage", and also the figures in the "condo docs", in that they will include the thickness of exterior walls, some attic areas under five foot of headroom and, where indicated, private exterior decks and cellars or basements

XXX. REPRESENTATIONS

125. No party other than SELLER or SELLER's appointed agent (construction supervisor) or the SELLER's attorney may enter into any binding written agreements for SELLER. No party shall be allowed to make any oral agreements or representations for the SELLER. Total representations made by SELLER are: These specifications, condominium budgets and documents,

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terms as granted and amended of Planned Unit Development Special Permit (subject, by mutual consent of Buyer and Seller, to future amendments), the warranty, the Purchase and Sale Agreement, and most importantly, the unit and premises as built. Buyer has also relied upon visual inspections of the site and the unit and the buildings.

XXXI. TRASH STORAGE

126. There shall be one interior trash area for both trash and recycling. Improper handling of your garbage and recycling may lead to fines levied against your unit by the condominium association.

XXXII. OTHER COMMON AREAS

127. Other common areas listed as storage area on plans are intended for the use of the 80 Webster Avenue Condominium Association in order to maintain the building.

128. The bicycle room shall be turned over to the 80 Webster Avenue Condominium Association by the Declarant; management of that space, maintaining it, and assigning bicycle spaces will be up to the 80 Webster Avenue Condominium Association.

XXXIII. EXTERIOR AREAS

129. There shall be no car washing, repairing, or idling of cars in parking or driveway areas

130. All exterior planting areas are for common visual appreciation, and passive recreation, and not for active recreation, except as noted in plan

131. Use of drop-off area is limited to 15 minutes.

XXXIV. PARKING

132. Each BUYER who owns a car will be required to lease from the SELLER, or other entities involved in the PUD, one or more parking spaces in order to be in conformity with the City of Somerville Zoning Ordinance. PLEASE SEE ATTACHED DISCLOSURE ABOUT PARKING. In addition, guest parking is provided, and may be charged for. One parking space per unit in garage, at current price of \$125.00 per month, subject to increases, as attached. This charge is not included in the condominium fee. Parking spaces may require a three-point turn for entry or exit, a passenger may have to leave car before entering parking space. Parking on the street is not allowed by the condominium documents and may result in revocation of Certificates of Occupancy. The condominium association will have the right to issue fines or special assessments, against your unit if you do not follow the parking regulations. Please see additional information and disclosures in reference to parking.

XXXV. AIR CONDITIONING

133. Most units have wall mounted, split systems; condensers on roof.

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- 134. Carrier fan coil units.
- 135. Carrier condensing units.
- 136. Please note: some units have ducted air handler instead.

XXXVI. CHANGES TO SITE PLAN

137. The SELLER reserves the right to alter the site plan for the project in order to address issues raised by abutters, community groups, or city agencies. These changes will be deemed immaterial as long as the size of the unit is not altered, the location of its entrances and total amount of window glazing are not significantly altered, its private yard space (if any) is not significantly reduced and there are not material changes to the construction specifications.

XXXVII. LOCATION OF FENCES

138. SELLER represents to BUYER that fences and the walls of adjacent buildings are not on property line. Rather, they are inside on the property belonging to the condominium association. Locations of fences have been determined by existing fences, natural obstacles, and egress issues.

XXXVIII. MAJOR APPLIANCES AND SYSTEM WARRANTIES

139. Warranties from the manufacturer for all major appliances and heating systems shall be passed on to BUYER or Association by SELLER. Coordinating repairs or warranty work for these major appliances and heating systems shall be the responsibility of the BUYER or the manager of the condominium association.

XXXIX. NOISE AND ODOR TRANSMISSION

140. SELLER disclaims any post closing liability for noise or odor transmission between units and between units and common spaces. BUYER understands that some odors and noises will be transmitted, and will deal with fellow unit owners to resolve any issues that arise, and will not look to SELLER to alter unit in any way to address noise or odor transmission issues.

XL. INFILTRATION AND DRAINAGE

141. The City of Somerville does not allow new construction to connect its storm water system to the City combined storm and sewer drain system. Rather, it requires an infiltration system that is intended to dissipate rainwater from roof surfaces and surface run off into leaching fields, and return it to ground water reservoirs. The SELLER has had his civil engineer design such a system that meets the approval of the City of Somerville Public Works Department. Such a system, however, in a 50 or 100-year rainstorms, will not be able to handle the surge such a rainstorm produces. Portions of the site will be subject to overflow from this system and this overflow will then be shed onto the city streets, if the streets retain that capacity.

These specifications are subject to change without notice, prior to sale, for any individual unit. Specifications shall be confirmed for all Buyers, in writing, prior to the signing of Purchase and Sale.

SELLER RESERVES THE RIGHT TO CHANGE THE INTERIOR SPECIFICATIONS FOR ANY UNSOLD UNITS.

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THIS SPECIFICATION WILL NO LONGER BE APPLICABLE FOR ANY UNITS THAT GO UNDER PURCHASE & SALE AFTER SUBSTANTIAL COMPLETION (PASSING OF ROUGH INSPECTIONS). INSTEAD, A NEW SPECIFICATION, BASED ON FIELD CHANGES DUE TO MARKET AND ON-SITE CONSTRUCTION EXIGENCIES, WILL BE ISSUED.

ACCEPTED BY BUYER
(AT P&S, AND AGAIN AT CLOSING)

DATE

SELLER @ CLOSING

DATE

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