

S. GERALD MUSSER

Limited Builders
Warranty

Date of Closing _____

Note- Consequential and incidental damages are excluded.

Term- The terms of the various coverage's of this Warranty begin on the date on which your home is deeded to you. That date is referred to in this Limited Warranty as the "Closing."

Coverage- We warrant that:

For a period of 1 year after closing, the floors, ceilings, walls, and other internal structural components of the home that are not covered by other portions of this Limited Warranty will be free of substantial defects in materials or workmanship.

EXCLUSIONS FROM COVERAGE- We do not assume responsibility for any of the following, all of which are excluded from the coverage of this Limited Warranty:

A. Any appliances, component equipment of the like ("Equipment") for which the manufacturer thereof issues a separate warranty, except as to Builder's workmanship with respect to the installation of the Equipment (and Builder shall assign to Owner all guarantees or warranties extended by the Manufacturer of any Equipment), and

B. Damage caused by ordinary wear, tear, abusive use, or lack of proper maintenance of your home.

C. Nail pops, seam ridges, and shrinkage in drywall, lumber, trim doors, millwork, and wood floors. However, the builder will make two inspections of drywall; one before occupancy to make necessary touch-ups, with owner to be responsible for clean-up and any necessary painting. Settling of the house (unless such settling shall cause structural damage), earth in and around the foundation utility trenches, or any other excavated and filled areas on the Premises.

D. Cracking, falling away, dripping, or discoloration of or imperfections in grout, plaster, or stucco, provided Builder will re-grout cracks exceeding 3/8" in foundation or basement walls. Cracks in the concrete work shall be repaired by filling or patching.

E. Shrinking or warping of doors less than 1/2" provided Builder will on written request return one time during the first heating season following the date of occupancy to make any necessary adjustments for sticking doors, with Owner to be responsible for clean-up and any necessary paint or other touch-up.

F. Defects in items installed by you or anyone else except by us or (if contracted by us) our subcontractors.

G. Work done by you or anyone else except by us or (if requested by us) our subcontractors.

H. Loss or injury due to the elements.

I. Paint applied over newly plastered interior walls.

J. Consequential or incidental damages.

K. Defects in outbuildings (except that outbuildings which contain the plumbing, electrical, heating, or cooling systems serving the home are covered), swimming pools and other recreational facilities, driveways, walkways, patios, boundary walls, retaining walls which are not necessary for the home's structural stability, fences, landscaping (including sodding, seeding, shrubs, trees, either newly planted or existing) and plantings, offsite improvements, or any other improvements not part of the home itself.

L. Bodily injury, damage to personal property, or damage to real property which is not part of the home which was included in the purchase price.

M. Loss or damage not caused by a defect in the construction of the home by the Builder, or his employees, agents, or subcontractors, but resulting from accidents or acts of God including, but not limited to: fire, explosion, smoke, water escape, changes which are not reasonable foreseeable in the level

of the underground water table, glass breakage, wind storm, hail, lightning, falling trees, aircraft vehicles, flood, and earthquake.

N. Insect damage.

O. Upgrades or extras in floor coverings and other items, whether included in the sales price or not.

P. Absence of dampness or water in the basement, except that during the period of 1 year from the date of occupancy the basement of the house shall be flooded by reason of free running surface water from outside the house. Builder undertakes to make such repairs to the premises as shall be reasonably necessary to prevent a reoccurrence of such flooding during that period from that cause, provided that this paragraph shall not apply in the foundation plantings on the premises not caused by Builder, flood conditions, cloud bursts, flash floods, unusually long freezing spells with snow and subsequent quick thawing or any similar water or any similar water condition, or any cause that is not due to faulty or defective construction.

1. As a condition of Builder's obligation hereunder, Owner agrees to maintain the grade of Lot finished by Builder, agrees not to build a stone, concrete, and/or garden edging, a brick, stone, or concrete terrace or retaining wall, which will pocket water, or to erect any other structures on the Premises that will change Builder's grading or block the natural flow of water in any particular way.

2. Owner agrees that Builder shall not be responsible or liable for damage to mechanical equipment or material stored in the basement.

NO OTHER WARRANTIES- THE FOREGOING WARRANTIES ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED. SELLER NEITHER ASSUMES NOR AUTHORIZES ANY PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OR USE OF THE PREMISES SOLD HEREUNDER, AND THERE ARE NOT AGREEMENTS OR WARRANTIES, EITHER ORAL OR WRITTEN, COLLATERAL TO OR AFFECTING THIS AGREEMENT.

MAXIMUM LIABILITY- The maximum liability of Builder and its contractors hereunder shall be the replacement cost of the Unit portion of the Premises.

REPAIRS- Upon receipt of your written report of a defect, if the defective item is covered by the Limited Warranty, we will repair or replace it at no charge to you, within 30 days (longer if weather conditions, labor problems, or materials shortages caused delays). The work will be done by us or subcontractors chosen by us. The choice between repair or replacement is ours.

NON-TRANSFERABLE- This Limited Warranty is extended to you only if you are the first purchaser of the home. When the first purchaser sells the home or moves out of it, this Limited Warranty automatically terminates.

OWNER

BUILDER

OWNER