

Rowley, MA
ARROWHEAD CIRCLE
LOT #8 – HOUSE #19

ADDENDUM “A”
SPECIFICATIONS SHEETS

BASEMENT & GARAGE

1. UNFINISHED BASEMENT / CELLAR WINDOW
2. INSULATION IN CELLAR / CEILING PER CODE
3. BASEMENT 4 INCH CONCRETE FLOOR - 3000 P.S.I. CONCRETE
4. 10” CONCRETE WALLS
5. GARAGE FLOOR - FIBER MESH IN CONCRETE

FIRST FLOOR

FOYER

1. OAK FLOOR SANDED AND ONE COAT OF SEALER AND TWO COATS OF POLYURETHANE
2. FOYER LIGHT FIXTURE (see allowance)
3. FOYER CLOSET
4. STAIRS – OAK - SANDED AND ONE COAT OF SEALER AND TWO COATS OF POLYURETHANE

A. KITCHEN

1. WELLBORN CABINETS – MAPLE RECESSED PANEL, PENINSULA, LAZY SUSAN, CROWN MOLDING, 36” UPPER CABINETS TO CEILING, VANITIES & TOPS (PER PLAN)
2. GRANITE COUNTER TOP WITH 4 INCH BACK SPLASH
3. STAINLESS STEEL SINK
4. OAK FLOOR SANDED WITH ONE COAT OF SEALER AND TWO COATS OF POLYURETHANE
5. CEILING LIGHT FIXTURE OVER SINK (see allowance)
6. TELEPHONE HOOK-UP
7. APPLIANCES (see allowance)
8. DISHWASHER, MICROWAVE AND STOVE ONLY TO BE INSTALLED PRIOR TO CLOSING FOR OCCUPANCY PERMIT
9. KOHLER CORALAI FAUCET WITH PULL OUT SPRAY K15160-CP WITH SOAP DISPENSER
10. 5 RECESS LIGHTS

B. DININGROOM

1. 4 RECESS LIGHTS
2. OAK FLOOR SANDED WITH ONE COAT OF SEALER AND TWO COATS OF POLYURETHANE

C. DOWNSTAIRS HALF BATH

1. CEILING/LIGHT COMBO EXHAUST FAN
2. TILE FLOORING INCLUDING INSTALLATION (see allowance)
3. LIGHT FIXTURE OVER SINK (see allowance)
4. KOHLER CORLAIS WIDESPREAD LAV FAUCET K15261-4CP
5. STERLING WHITE 8 INCH PEDASTAL LAV 446128

D. FAMILY ROOM

1. OAK FLOORING SANDED WITH ONE COAT OF SEALER AND TWO COATS OF POLYURETHANE
2. CABLE AND TELEPHONE HOOK-UP
3. 4 RECESS LIGHTS
4. PADDLE FAN ROUGH ONLY (FAN SUPPLIED BY BUYERS)

E. LIVING ROOM

1. OAK FLOORING SANDED WITH ONE COAT OF SEALER AND TWO COATS OF POLYURETHANE
2. 4 RECESS LIGHTS

SECOND FLOOR

A. MASTER BEDROOM

1. CARPETING (see allowance)
2. CABLE AND TELEPHONE HOOK-UP

B. ADDITIONAL BEDROOMS

1. CARPETING (see allowance)
2. CABLE AND TELEPHONE HOOK-UP

C. MAIN BATH / MASTER BATH

1. SHOWER STALL IN MASTER / TUB IN MAIN - FIBERGLASS UNIT WHITE AS PER PLAN
2. TWO SINKS AND TOILET -- (WHITE) BOTH BATHS
3. VANITY WITH GRANITE COUNTER TOP AS PER PLAN
4. LIGHTING OVER VANITY (see allowance)
5. TILE FLOORING (see allowance)
6. KOHLER WIDWSPREAD LAV FAUCET K1526-4CP
7. CEILING/LIGHT COMBO EXHAUST FAN

D. SECOND FLOOR HALL WAY

1. CARPET (see allowance)

INSIDE FINISH

A. WALLS AND CEILING

1. ½" DRY WALL - 2 COATS BENJAMIN MOORE LINEN WHITE (color)
FLAT LATEX PAINT
2. CEILING - TEXTURED

B. WOODWORK

1. SPEED BASEBOARD
2. SIX PANEL MASONITE DOORS
3. ALL WOODWORK SURFACES TO BE PAINTED BENJAMIN MOORE
CHINA WHITE (color) SEMI GLOSS
4. TRIM TO BE 2 1/2 INCH STAFFORD MOLDING

OUTSIDE FINISH

A. EXTERIOR

1. FRONT STAIRS / PRESSURE TREATED / MAHOGANY DECKING
2. VINYL SIDING
3. FLOOD LIGHT / REAR OF HOUSE

B. DRIVEWAY

1. ASPHALT - 10 FEET WIDE
2. SIZE AND SHAPE - BUILDER'S DISCRETION

C. LANDSCAPING

1. SELLER WILL GRADE & LOAM ALL DISTURBED AREAS / AVERAGE
DEPTH OF 3 INCHES
2. MULCH AND SHRUBS - BUILDER'S CHOICE
3. SELLER DOES NOT GUARANTEE A LAWN - RESPONSIBILITY OF
THE BUYER DUE TO WATER AND FERTILIZATION
4. FRONT WALKWAY

GENERAL

A. HEATING SYSTEM

1. FORCED HOT AIR BY GAS WITH CENTRAL AIR CONDITIONING
2. HEATING AND AIR CONDITION - TWO ZONES
2. 40 GALLON GAS HOT WATER TANK - DIRECT VENT

B. WINDOWS AND DOORS

1. THERMAL PANE INSULATED TILT IN VINYL WINDOWS

2. FIBERGLASS INSULATED FRONT DOOR – ANDERSEN SIDER IN REAR
3. ALL WINDOW SCREENS PROVIDED - NOT INSTALLED
4. LIGHT FIXTURES - FRONT AND REAR DOORS (see allowance)

C. 200 AMP SERVICE

D. 2X6 CONSTRUCTION

1. EXTERIOR ONLY

E. ELECTRICAL OUTLET

1. REAR AND FRONT OF HOUSE (per code)

F. ROOF

1. 30 YEAR ARCHITECTURAL SHINGLE

G. EXTERIOR SILL COX

1. 2 SILL COX (FAUCETS) LOCATION TBD BY BUILDER

H. ADDITIONAL FEATURES

1. FOUR BEDROOM SEPTIC SYSTEM
2. PVC PIPING FROM BASEMENT TO ROOF FOR USE OF RADON MITIGATION SYSTEM IF BUYER SO CHOOSES TO INSTALL
3. PARTIAL FLOOR INATTIC
4. CENTRAL VAC SYSTEM
5. REAR DECK / PRESSURE TREATED FRAME / MAHOGANY DECKING

I. STANDARAD OF CONSTRUCTION

THE HOUSE BEING BUILT IS A BUILDER’S “SPEC HOUSE” SO CALLED, NOT A CUSTOM BUILT HOME. IT IS CONSTUCTED BY THE SELLER ACCORDING TO STANDARDS COMMONLY USED IN THE CONSTRUCTION OF A “SPEC HOUSE”, USING ALL NEW MATERIALS AND QUALIFIED TRADESMEN, WHILE CONFORMING TO ALL APPLICABLE BUILDING CODES. IN NO WAY IS CHOICE OF COLORS AND OTHER FINISH ITEMS TO BE DEEMED TO ALTER THE BASIC STANDARD OF CONSTRUCTION.

J. STANDARD EXCLUSIONS

1. TOWEL RACKS, SOAP DISHES AND TOILET PAPER HOLDERS
2. FRONT LAMP POST
3. GUTTERS

K. ALLOWANCES

- | | | |
|----|----------------|---------------------------------------|
| 1. | LIGHT FIXTURES | \$1,000 |
| 2. | CARPET | \$20 PER YARD INCLUDING INSTALATION |
| 3. | APPLIANCES | \$1200 |
| 4. | TILE FLOOR | \$6 PER FOOT (INCLUDING INSTALLATION) |

IF ANY OF THE ITEMS LISTED IN THE "ALLOWANCE" SECTION OF THE SPECIFICATIONS HAVE BEEN COMPLETED BY THE BUILDER, THE ALLOWANCES WILL NO LONGER APPLY.

ALL INFORMATION IS SUBJECT TO CHANGE WITHOUT NOTICE

BUYER _____

DATE _____

BUYER _____

DATE _____

SELLER _____
Hills-Mor Construction Co., Inc.

DATE _____

ADDENDUM "E"

ADDENDUM TO PURCHASE AND SALES AGREEMENT
by and between

SELLER: Hills-Mor Construction Co., Inc.

BUYER:

PROPERTY:

DATE:

In the construction and erection of the said dwelling, the format thereto pertaining, and as hereinafter set forth, the following conditions:

1. The SELLER reserves the right to the following:
 - A. To determine the grading, elevation, and final topographic conditions of the lot.
 - B. To reserve the layout of the dwelling and/or location of the dwelling on the lot to fit into the general pattern of the development.
 - C. To determine the elevation of the foundation to conform to the topographic conditions.
 - D. Shutters installed in front of house only.

2. Where any items are specified by trade names, the SELLER reserves the right to substitute any item of like quality.

3. Seller's Completion Work: Notwithstanding anything contained herein to the contrary, seller shall provide all labor, materials, equipment and services necessary for the proper completion of the dwelling on the subject premises, in accordance with the Spec Sheet and related Addendums attached hereto and incorporated by reference herein. All completion work shall be in accordance with the said documents, and in accordance with all applications and plans submitted to local Building Inspector and other necessary municipal officials.

All required work shall be performed in a good and workman-like manner using new first-class quality materials and labor, and shall be fully complete on or before the Date of Passing. The premises and all required work shall fully comply with all federal, state and local laws, rules and regulations relating thereto.

4. Change Orders: The buyer, without invalidating this Agreement, may order changes in the work consisting of additions, deletions, or modifications, and the Purchase Price and the Closing Date shall be adjusted accordingly. All such changes in the work, as well as any additional cost or credit to the buyer and change in the Closing Date due to a change in the work shall be determined by mutual agreement evidenced by a written change order ("Changed Order") signed by Buyer and the Seller.

5. Continuing Inspection Rights/Completion Agreement: Buyer shall be entitled to a final inspection of the completed premises approximating three (3) days prior to the Closing Date, for the purpose of determining that the completed premises comply in all respects with the Spec Sheet and related documents incorporated in or referred to in this Agreement.

6. Buyer's Access: The Buyer and his/her agent shall have the right of access to the premises prior to the time specified for delivery of the Seller's deed for the purpose of inspecting the conditions of said premises or showing the premises to prospective mortgage lenders. Said rights of access shall be exercised only in the presence of the Seller or Seller's agent and only after reasonable notice thereof to the Seller.

7. Cleaning: Prior to the time for delivery of the deed, the Seller shall remove or cause to be removed from and about the premises all waste materials and rubbish from and about the building site and shall remove or cause to remove any and all tools, construction equipment and machinery from said location. The dwelling shall be delivered to the Buyer broom clean, and all surfaces and windows shall be clean and the building shall in all respects be ready for occupancy.

8. Mechanic's Liens: Seller hereby agrees to indemnify and hold Buyer harmless from any loss, cost, or expense, including reasonable attorneys fees, which the Buyer may incur by reason of mechanic liens which may be filed against the premises by virtue of non-payment of Contractor, Subcontractor or Supplier's Liens for work, materials, and labor performed or provided prior to the Date of Closing.

9. Delivery of Documents/Assignments of Warranty: The Seller shall deliver to the Buyer, at the time of delivery of the deed, an unconditional Certificate of Occupancy, together with all instruction manuals and warranties of manufacturers, contractors, and subcontractors with respect to appliances, utilities, and related fixtures and equipment, and by the execution of this Agreement and delivery of Seller's deed at closing, all such warranties shall be deemed assigned and transferred to the Buyer as of the Closing Date. The Seller further agrees to sign and deliver, at the closing, such affidavits, documents and certificates as may be reasonably required by the lending institution which is providing the purchase money mortgage funds to the Buyer for this transaction, including a so-called Non-Foreign Affidavit.

10. Title: Notwithstanding anything herein contained, the premises shall not be considered to be in compliance with the provisions of this Agreement with respect to title unless:

- A. All structures and improvements, including but not limited to any driveway(s), garage(s), and any cesspool(s) or leaching fields and all means of access to the premises shall be wholly within the lot lines of the premises and shall not encroach upon or under any property not within such lot lines.
- B. The premises about a public way duly lay out or accepted as such by the Town.
- C. No building, structure, improvement or property of any kind encroaches upon or under the premises from other premises.
- D. Title to the premises is insurable, for the benefit of the Buyer, by a Title Insurance Company.

11. Notice: Whenever notice is given or required to be given by either parties hereto to the other, it shall be deemed to have been given when in writing and mailed by certified or registered mail, return receipt requested, postage prepaid, to the party to whom such notice shall be addressed:

If to Builder to: Hills-Mor Construction Co., Inc.
67 Bellevue Road
Andover, MA 01810

With a copy to:

If to Buyer:

With a copy:

Or to such other address as either party shall have last designated by like notice in writing.

Arbitration Agreement
Addendum

The parties hereto acknowledge and agree that any and all claims relating to or deriving from the Contract to Sell the real estate property located at _____, including but not limited to claims arising from the Limited Warranty, shall be submitted to binding Arbitration for resolution. The parties agree that they shall use the services of a construction arbitrator with AAA Arbitration Services in Boston and that all cost and expenses related to the arbitration shall be borne equally by the parties.

Due to the complicated nature of residential construction claims, the parties have agreed to use Arbitration as the sole and exclusive remedy to address any and all disputes, before or after delivery of the deed. The final adjudication of any disputes through binding arbitration shall be a prerequisite for any civil relief or remedy. In the event that the Buyer attempts to avoid Arbitration and files a Civil suit, then the Seller shall be entitled to just and reasonable expenses incurred in seeking a Motion to Dismiss such action.

Under no circumstance shall the Buyer seek any equitable relief from the Courts of Commonwealth without first submitting the matter to binding arbitration.

Buyer

Buyer

Eugene Cormier President
Hills-Mor Construction Co Inc

WARRANTY and SERVICE POLICY

As you enter into the purchase of a new home, we would like to take this opportunity to discuss our mutual responsibilities. Hills-Mor Construction Co Inc warrants its homes against substantial nonconformity in material and workmanship for a period of one year. The following exclusions for various items are clearly defined the areas of responsibilities of both the builder and the new homeowner.

This limited warranty is given to _____ for the property located at _____, located in _____, hereafter referred to as the Home. This limited warranty extends to the Buyer only and is not transferable to, or enforceable by, any succeeding transferees or purchasers.

Hills-Mor Construction Co Inc represents that our homes are constructed in accordance with all applicable state and local building codes, rules and regulation in effect at the time of construction of the dwelling. This warranty shall be for a period of one year from the date of possession of the dwelling or the conveyance of the title which ever comes first. Hills-Mor Construction Co Inc specifically disclaims and waives all warranties expressed or implied, that are not specifically documented herein.

The builder makes no representation or warranty as to indoor or outdoor air quality resulting from environmental conditions on or surrounding the premises, or as the affect of any such air quality on the resident's premises or marketability of the premises.

This warranty shall not apply to defects or damages which are the result of contracting or expansion or the result of other normal or ordinary characteristics of the building materials. It shall not apply to defects or damages which occur from the settling of the dwelling.

This warranty shall not apply in the case of defects or damage resulting from, or aggravated by, any neglect or failure on the part of the Purchaser or Owner to properly maintain the property in such a manner as a reasonably prudent person would be expected to do.

Work preformed by contractors not hired by Hills-Mor Construction Co Inc shall not be covered by this warranty. Furthermore, work preformed by contractors not hired by Hills-Mor Construction Co Inc shall void any remaining obligation on the part of Hills-Mor Construction Co Inc under this warranty, not only for the specific work preformed, but for the entire warranty coverage relating to the repair.(i.e.: electrical work preformed by a contractor not hired by Hills-Mor Construction Co Inc shall void any and all warranty coverage for the entire electrical system.)

As indicated above, your home is warranted for non-conformity for a period of one year. As is further indicated above, there are exclusions for various items. The following is designed to clearly differentiate the exclusions, defining the arrears of responsibility of both the builder and the new home owner.

LIMITED WARRANTY

This 365 DAY LIMITED WARRANTY specifically excludes consequential and incidental damages and is limited to only the DWELLING repairs. There are limitations in the duration of the warranties as follows:

1. **TERM OF COVERAGE:** Coverage under this limited warranty begins on the date on which this dwelling is deeded to you, or on the date on which you first move into the dwelling, whichever occurs first. That date is referred to in this document as the "Date of Possession".
2. **DRY BASEMENT:** We warrant that the concrete foundation and floor will be free from seepage and leakage of surface water for a period of one year from the Date of Possession. However, it is impossible to assure you that condensation will not occur as this is the nature of new concrete, and therefore we expressly do not guarantee against dampness be reason of condensation. Moreover, it is the homeowner's responsibility to correct any minor settlement near the foundation which may cause water pockets. Not

covered by this warranty is seepage due to unusual flooding or rains greater than 2" within a 24 hour period. It is not possible to prevent concrete from minor crackling because of the nature of the material. All major cracks and cracks which emit water are covered for one (1) year from the Date of Possession. It is understood that we will take all possible measures to prevent water problems but in the event we cannot correct the problem, a sump pump will have to be installed as a last resort.

3. **ROOF:** We warrant against leaking roofs by reason of defects in materials or workmanship for a period of one (1) year from Date of Possession, but we expressly do not guarantee against leaks caused by reason of ice back-up. It is the responsibility of the homeowner to insure free passage in gutters and down spouts at all times. Damage, any caused by windblown rain or snow through roof, gable or soffit vents and louvers into attic space are exempt from the provisions of this warranty.

4. **LANDSCAPING:** The landscaping and lawns have been properly prepared by us and we expressly do not warrant against problems caused by an owner's failure to properly care for same. The responsibility for germination of the seeds and successful growth of grass, however, remain with the homeowner. Shrubbery is warranted to be alive and healthy when planted. Shrubs must be protected from seasonal weather, damage, watered and fertilized. For details, consult your garden shop.

5. **APPLIANCES:** All appliances supplied by builder are guaranteed and / or warranted by the manufacturer and no guarantee or warranty is made or intended by the builder. As part of the pass-through of these or any other manufacturer's warranties on equipment or appliances included in the purchase of this dwelling, we must state that such warranties may include a specified procedure which must be followed to make that warranty effective. The procedure may require notification or registration by you to the manufacturer, or the requirement that you will mail such a warranty card according to any manufacturer's requirements shall not create any liability on the SELLER for any expressed or implied warranty on such equipment or appliances. The following of such material to any manufactured is the BUYERS sole responsibility, where any times are specified by trade name, the SELLER reserves the right to substitute any item with like quality.

6. **WINDOWS & DOORS:** We warrant that the doors and windows installed in your home are of excellent quality; however, it must be understood that wood swells and shrinks in accordance with moisture and humidity. There is an abnormal amount of moisture in a new home, and because of the nature of the wood, drywall and plaster, you may experience some sticking and binding. To make every door and window in your new home completely free from any sticking and binding at the outset would result in their being loose and ill-fitting in the future. Windows are not 100% leak proof, and cold air outside can set up moving air inside. If this is the case, storm windows are recommended. Shrinkage of doors inside the jamb is normal, and if doors can be made to operate within industry standards they will not be replaced. Shrinkage and joint opening of the door, window and baseboard, casings are not covered by this policy.

7. **DRYWALL AND PLASTERED, NAILS AND SEAMS:** Are covered for ninety (90) days. Hairline cracks may develop at corners or around doors and windows in all surfaces. Unfortunately, it is impossible to insure that such cracks will not occur due to the nature of the materials and effects of the weather upon them. Therefore, hairline cracks and seams are not covered by this warranty as they do not represent a structural failure.

7. **OTHER:** For a period of sixty (60) days after the Date of Possession, the doors (including hardware), windows, electric switches, receptacles, plumbing fixtures and cabinet work will be free of defects in materials and workmanship.

8. **HEATING SYSTEM:** The heating system is warranted to heat the home to a temperature of seventy (70) degrees at the thermostat when the outside temperature is at zero degrees. This warranty is for a period of one year from the Date of Possession. Free heating adjustments will be made for one hundred eighty (180) days except in instance where the thermostat fails to reach seventy degrees with outside temperature of zero degrees, in which case the one year warranty applies. The oil burner should be cleaned and flues

inspected yearly, preferably during the summer months. Furnace pilots should be left on during the summer to insure a dry furnace and basement.

9. **PLUMBING & SEWAGE SYSTEM:** The operation of plumbing and sewerage disposal system is warranted for a period of one year from the Date of Possession, except that if, in the course of correcting the stoppage, and foreign objects are found within the system, the homeowner will pay entire cost of correction. Dripping faucets or loose fixtures occurring within thirty (30) days of Date of Possession will be repaired by the builder. Septic tanks should be pumped out every two (2) to three (3) years. It is the homeowner's responsibility to insure that the exterior faucets are drained and shut off inside before the advent winter. Frozen exterior faucets are never the responsibility of the builder.

10. **FLOORING:** Flooring is warranted against swelling and buckling for a period of one year for the Date of Possession. Shrinkage and separation of floor boards is normal is therefore, not covered under the provisions of the Warranty. Should you experience some such shrinkage and separation of the floor boards, this condition can be retarded by raising the relative humidity within the dwelling.

11. **FIREPLACE & WOODBURNING STOVES:** All fireplaces and chimneys are built according to state and local building codes. Any wood stove installed by the Buyer will be inspected by the local building and fire inspectors. The SELLER is NOT responsible for any problem that may develop with the wood stove or because of the wood stove, including improper drafting. It is understood that use of a wood burning stove without humidification will cause shrinkage, and the SELLER is not responsible for repairing this condition.

12. **WATER SUPPLY:** The water supply, be it public or private, is warranted to be accepted up to the time of conveyance, at which it becomes the buyers responsibility to maintain,

13. **MECHANICAL EQUIPMENT:** Mechanical equipment is covered by manufacturers warrantees, in some cases, part may be covered and labor not. The homeowner should be sure to check on each individual manufacturer's warranty. All kitchen and bathroom equipment and counter tops are to be accepted by the buyer unless defects are brought to the builder's attention prior to conveyance. All equipment must be maintained by the homeowner according to the manufacturer's instructions.

14. **ELECTRICAL ADJUSTMENTS:** Electrical adjustments will be made by the builder, if any required, for a period of sixty (60) days. Lights are not warranted.

15. **GLASS OR SCREEN BREAKAGE:** Glass or screen breakage is not covered by this warranty unless the builder is notified prior to conveyance.

16. **ASPHALT DRIVEWAYS AND WAKS:** Asphalt driveways and walk ways are warranted for a period of ninety (90) days against disintegration. Due to normal characteristic of asphalt, minor frost heaves, minor depressions, tire markings and stone that flakes-out are not covered by this policy. The use of rock salt shall void any remaining obligation on the part of Hills-Mor Construction Co Inc under this warranty for the entire warranty coverage relating to the asphalt surfaces.

18. **CONCRETE STEPS:** Are warranted for a period of one year against disintegration. The use of rock salt or chemical melt shall void any obligation on the part of Hills-Mor Construction Co Inc.

17. **CERAMIC AND RESILIENT TILES:** the occurrence of scratches or cracked tiles is not covered by this policy unless brought to the builder's attention prior to conveyance. Loose tiles and flagstone are covered and will be repaired within the first thirty (30) days. It is the homeowner's responsibility to repair cracked tiles and replace missing grout with elastic tub caulk to prevent penetration of moisture into floors and walls.

18. **EXTERIOR PAINT FAILURE:** Exterior paint failures are covered for one year against blistering and peeling, normal fading of paint is not covered. No interior paint peeling or paper nicks, dents, scratches. Or

other imperfections are covered unless the builder is notified of such defects prior to conveyance. The builder assumes no responsibility for wallpaper selected with defects therein.

19. **LAMINATED COUNTER TOPS:** Laminated counter tops are covered for sixty (60) days against delaminating. Bubbling or scorching caused by hot objects is not covered.

20. **CONCRETE FOUNDATIONS & FLOORS:** It is not possible to prevent concrete from cracking because of the inherent nature of the material. Pitting and flaking can occur and are not covered, except for those crack which emit water, these cracks will be covered for one year. Cracks that impair structure strength of the dwelling will be covered for one (1) year.

21. **GENERAL:** The builder does not warranty any defects which are the results of a characteristics common to materials used, such as, but not limited to warping or deflection of wood, fading, chalking, or checking of paint due to sunlight, cracks in concrete, plaster, brick, or masonry due to curing or settling, drying, shrinking, or cracking of caulking, grout, or weather striping , cracking splitting and/or twisting of pressure treated wood.

We ask that you make final inspection with one of our representatives no later than three (3) days prior to the Date of Possession and make note, in writing, of any errors, discrepancies, omissions and / or imperfections in the work we have performed. Any such list is to be given to the builder immediately following the final inspection so that any items mutually agreed upon may be rectified prior to the Date of Possession. Buyer acknowledges that there will be not any holdbacks with reference to items incomplete, which Buyer and Seller agree upon in writing prior to conveyance ,shall be completed after conveyance, unless covered by Seller's warranty. In all other regards, conveyance shall have conclusive evidence that the Seller has completed all work required under this contract. All other corrective actions shall fall under the Limited Warranty Coverage.

EXCLUSIONS FROM COVERAGE:

WE SPECIFICALLY DO NOT ASSUME RESPONSIBILITY FOR ANY OF THE FOLLOWING ITEMS.

1. Damage due to ordinary wear and tear, abusive use, misuse or lack of proper maintenance of the dwelling or its' component parts of system.
2. Defects in items installed by your or anyone other than us or subcontractors by our order.
3. Work done by you or anyone other than by us or subcontractors by our order.
4. Defects in items supplied by you.
5. Loss or injury due to elements.
6. Conditions resulting from condensation on, or expansion or contraction of material.
7. Paint applied over newly finished interior walls.
8. Consequential or incidental damages.

NOTE: Homes coated with body or transparent stains are sometimes subject to EXTRACTIVE BLEEDING. Redwood, cedar, mahogany and Douglas fir contain natural water-soluble coloring or extractives that tend to "bleed" or migrate to the surface. If extractive bleeding occurs, allow the coating to dry completely then wash with a mild detergent solution and rinse with clear water.

KNOT STAINING: Knots continue to be a focus regarding their potential to stain through finishes films of paints as well as exhibiting early signs of peeling and cracking. Even though measurements are taken to prevent or minimize these potentials, some points need clarification for your general understanding.

Pitch and resin in knotwood is often times set by kiln drying which crystallizes much of the pitch. There is no certainty that all pitch is set and it is assumed that at least some remains in liquid state. After installation and finishing, this liquid can be drawn out of the lumber by heat (sun), especially where the final coat is dark in color and would necessarily reach a higher temperature than a light color. If this should occur the paint can become discolored. There is no defined time frame in which any discoloration can be predicted, however, it is more likely to appear sooner rather than later. The remedy would be to test the surface for any residual resin that may have migrated through the paint film and, if so, remove with mineral sprits and a clean cloth and re-coat. Pitch staining can be more prevalent where the pitch has not been set.

Please make your inspection with care, as well we will NOT be responsible for any damages which occur during the process of moving into your new home or subsequent thereto, except as expressly provided under the terms of this Warranty.

To insure against any misunderstandings, there shall be no material deviation from the plans, specification and / or construction except by mutual agreement between the builder and the prospective homeowner to be executed in writing.

In the event that matters requiring our attention arise after you have moved into your new home, we ask that you communicate these to us in writing to insure prompt response. We wish to point out, however, that most work and materials in our home are provided by subcontractors and, while we will do our best to make adjustments and corrections as quickly as possible, it is not always possible to schedule the necessary personnel immediately upon the receipt of any such request. Weather conditions, labor problems or material shortage may cause delays. The work will be done by us. The choice between repair or replacement is ours.

In the event the Buyer feels any legal attention is needed for problems on warranty work, please contact us by certified mail of the problem, so we may have a meeting with you to discuss what can be done to solve your warranty problem.

We wish to take this opportunity to thank you for purchasing one of our homes. We will make every effort to assure your satisfaction.

Hills-Mor Construction Co Inc
SELLER

BY: _____

TITLE: _____

**WE HEREBY ACKNOWLEDGE THAT WE HAVE READ THIS LIMITED WARRANTY AND
AGREE TO THE TERMS AS SPECIFIED.**

BUYER

BUYER

DATE: _____

DATE: _____