

EXHIBIT C

ONE-YEAR LIMITED WARRANTY

OWNER:

ADDRESS:

CONTRACT DATE:

All definitions contained in the Contract are incorporated herein.

For a period of one year, commencing at Substantial Completion of the home, Colorado Modular Homes offers the following One-Year Limited Warranty:

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NOTE: THIS WARRANTY IS DIFFERENT THAN AND COVERS DIFFERENT MATERIALS AND WORK THAN THE HOME MANUFACTURER'S WARRANTY OR THE PRODUCTS WARRANTIES PROVIDED WITH THE HOME. WHILE THIS WARRANTY INCLUDES A LENGTHY LIST OF DESCRIPTIONS AND POTENTIAL AREAS OF APPLICABILITY, ONLY THOSE SECTIONS, FEATURES, AND WORK SPECIFIED IN THIS DOCUMENT THAT WERE PERFORMED BY THE BUILDER ON SITE MAY FALL UNDER THIS WARRANTY. THUS, MUCH OF THIS WARRANTY DOCUMENT MAY NOT APPLY TO THE HOME ITSELF OR THE MATERIALS PROVIDED WITH IT, OR TO SOME ITEMS INSTALLED BY BUILDER IN YOUR HOME. ADDITIONALLY, OWNER UNDERSTANDS THAT DIFFERENT WARRANTY PERIODS MAY EXIST BETWEEN THE VARIOUS WARRANTIES.

Owners' initials

THERE ARE OTHER POTENTIALLY-APPLICABLE WARRANTIES, INCLUDING THE HOME MANUFACTURER'S WARRANTY AND THOSE WARRANTIES PROVIDED BY THE SUPPLIERS OF MANY APPLIANCES AND OTHER MATERIALS AND FEATURES OF YOUR HOME. THOSE WARRANTIES ARE MORE SPECIFICALLY DESCRIBED THIS DOCUMENT. THOSE WARRANTIES TAKE PRECEDENCE OVER THIS WARRANTY, AND ARE THE ONLY WARRANTIES FOR THOSE MATERIALS AND THAT WORK. THIS WARRANTY DOES NOT COVER ANY MATERIALS NOT USED BY OR WORK NOT PERFORMED BY THE BUILDER. AS SET FORTH BELOW, THE BUILDER MAY REASONABLY FACILITATE COMMUNICATIONS WITH SUCH OTHER MANUFACTURERS AND WARRANTY PROVIDERS IF OWNER(S) HAVE MADE A GOOD FAITH EFFORT TO CONTACT THE WARRANTY PROVIDERS BUT HAVE HAD TROUBLE MAKING A CLAIM OR HAVING IT PROCESSED.

Owners' initials

Builder provides a limited warranty solely for its work on certain items built and services performed on Owner's property. Accordingly, delivery by the Builder to the Owner of warranties from the manufacture of the home, appliance(s), or component(s) does not mean the Builder adopts or provides those warranties, and the Builder hereby specifically excludes such warranties from Builder's warranty. Owner understand Builder is not an agent of the manufacturer(s) for warranty purposes even if Builder assists with, coordinates, attempts to complete, or completes repairs for the manufacturer(s).

I. Procedure For Warranty Performance Procedures relating to the performance under this Limited Warranty by the Builder, and all requests for warranty service by Owner must be in accordance with THIS Section and Section V. There are three primary warranty claim periods.

A. New Home Orientation, Pre-Occupancy Walk Through and Warranty Service Performance.

1. New Home Orientation Pre-Occupancy Walk Through Punch List Prior to Closing or Occupancy, the Builder and Owner will conduct a New Home Walk Through of the home and the property on which it is located. At that time a list of all missing or incomplete work, or defects that do not meet with the reasonable satisfaction of the Owner, such as items missing or broken, marks, scratches and chips or any other damage which may be present on items such as tile, appliances, bath fixtures, light fixtures, countertops, glass and mirrors will be listed on the Builder's designated forms. The correction of the items listed at the New Home Orientation Pre-

Occupancy Walk Through will be substantially commenced and diligently pursued by Builder within thirty (30) days following Closing or Occupancy. The corrections will be completed in accordance with the Contract Documents. If there are any exceptions to that time period the Owner will be notified in writing.

2. Request For Warranty Service Performance At Six and Eleven Months Except in cases involved emergencies or inability to reasonably use the home for its intended purpose, any request for Warranty Service must be provided, **IN WRITING** on Builder's designated forms, at the time of the scheduled six (6) month and eleven (11) month (after occupancy) walk throughs. **ALL** copies must be delivered to Builder no later than the expiration of the term of this Limited Warranty as mentioned above. **It is the Owner's responsibility to contact the Builder to schedule the six (6) month and eleven (11) month walk throughs.**

3. Warranty Service Request Schedule and Forms Subject to the foregoing, warranty service requests shall be submitted to Builder on the following schedule: Six (6) months following closing or occupancy and eleven (11) months following closing or occupancy. At those times, appropriate procedures will be taken by Builder to correct any warranted defects in a professional manner. The work will be performed pursuant to lists prepared by the Owner on the Builder's designated forms following the scheduled walk through visit(s). To expedite the scheduling and completion of the necessary work for the Owner, **claims cannot be added to the list** once the scheduled walk through has been completed. **THE OWNER SHOULD BE SURE THAT THE ELEVEN (11) MONTH LIST CONTAINS ALL REQUESTED CLAIMS WHEN IT IS SUBMITTED.** The Limited Warranty Term is one (1) year and Owner must make **ALL** requests before the expiration of the one-year time period.

4. A Work Order listing all work to be performed will be given to the Owner at the time of each warranty service visitation. The Owner and Builder or trade contractor must sign the Work Order at completion of work performed indicating that the warranty service has been completed to the reasonable satisfaction of the Owner.

5. Owner must provide access to the home during specified working hours – Monday through Friday, 8:00 AM to 3:00 PM. Failure to allow access to your home to the Builder or trade contractor negates Builder's duty to perform such work, and may VOID the Limited Warranty Agreement.

6. As detailed below, in emergency situations affecting life, health, safety, or damage to property (such as flood, fire, and the like), Owner should first contact appropriate emergency service providers to remedy any dangerous or threatening situation as soon as possible. After such providers are contacted and the emergency situation is mitigated, Owner can contact Builder at the emergency telephone line for further review and resolution of the situation.

II. NEW HOME ORIENTATION AND PRE-OCCUPANCY WALK THROUGH Prior to closing or occupancy, the Builder will provide written notice as required by the Contract of Substantial Completion, and the parties shall conduct an Orientation and Pre-Occupancy Walk-Through of the home and property at a time set by Builder. This walk through is a chance for the Builder to introduce the Owner to their new home and its many unique features.

The New Home Orientation and Pre-Occupancy Walk Through is the time for the Owner to become educated on the home's many features and to inspect the finishes. THE OWNER MUST ATTEND THIS MEETING PRIOR TO CLOSING OR OCCUPANCY. This meeting will take one to one and one half hours. The Owner must be prepared to inspect both the inside and the outside of the

home, so it is suggested that they dress according to the anticipated weather. It is also suggested that the Owner bring a note pad and writing instrument, as many items will be discussed during this meeting.

This New Home Orientation and Pre-Occupancy Walk-Through is most beneficial to the Owner when they are able to focus their attention on the home and the orientation. The Builder understands that friends and family are excited to see the new home, but it would be best if they visit at a later date. However, the Owner may bring their real estate agent and or an inspector to the walk-through at Owner expense and discretion. These professionals can often provide additional information during this meeting; however, this is not required.

- Builder Responsibilities A Builder representative will tour your home with you, noting any areas of concern, which will be added to a punch item list on the Home Orientation Walk-Through form(s). The Builder representative will also conduct a “New Home Orientation” by demonstrating and educating you on specific components and features of your new home. For example, the representative will show you the locations of your electric box, water shut-off valves, reset on any garbage disposal and many other functions within your home. The Builder will then correct approved work noted during the New Home Orientation Pre-Occupancy Walk-Through within the specified thirty (30) days following closing or occupancy (whichever occurs first). If there are any exceptions to the thirty (30) day time period, the Builder will notify the Owner in writing.

- Owner(s) Responsibilities The Owner should pay particular attention during the New Home Orientation Pre-Occupancy Walk-Through. Cosmetic damage **after** the Pre-Occupancy Home Orientation Walk-Through are your responsibility – NOT Warranty Items covered by this One-Year Limited Warranty.

Cosmetic damages are readily detectable during the New Home Orientation Pre-Occupancy Walk-Through. Additional cosmetic damage frequently occurs during the move-in process and therefore, will not be warranted cosmetically after the New Home Orientation Pre-Occupancy Walk-Through if not noted on the New Home Orientation Form. Each defect or specific issue will be reviewed by the Builder, or Builder’s representative, and approved or rejected in accordance with your contract as well as building codes and construction standards. Upon completion of the New Home Orientation Pre-Occupancy Walk-Through, the Owner will be asked to accept the home’s condition, subject to those items that have been noted. A copy of the completed New Home Orientation Walk-Through form will be left with the Owner after the walk-through.

When the items listed on your New Home Orientation Walk-Through List have been completed, you will be asked to sign the list. Your signature will indicate your acceptance of, and satisfaction with the work that was completed. Once this list has been signed the project transitions from “Construction” to “Customer Service”. From this point forward, a Customer Service representative will provide assistance with any of your warranty needs. Colorado Modular Homes takes pride in its warranty program and is committed to providing you excellent customer service.

III. HOW TO USE YOUR WARRANTY This section will help you understand which items in your home are covered under the Builder’s One-Year Limited Warranty and which items are not. Items not covered under the Warranty, Non-Warranty Items, are the Owner’s responsibility. Items covered under the Warranty are the responsibility of the Builder.

A. Registering A Claim / Requesting A Walk-Through

IT IS THE OWNER’S RESPONSIBILITY TO CONTACT THE BUILDER TO SCHEDULE THE SIX (6) MONTH AND THE ELEVEN (11) MONTH (AFTER OCCUPANCY) WALK-THROUGHS.

1. Verify The Builder's Responsibility

- Walk-Through your home and document your Claim(s).
- Before registering a Claim with the Builder, it is important to verify that the Claim is covered by this Limited Warranty and not by All-AmericanHeritage Homes' warranty or any other manufacturer's warranty.
- If the Claim is covered by Builder's Limited Warranty proceed to steps two and three below.
- If the Claim is covered by the All-AmericanHeritage Homes' home manufacturer's warranty, please call the numbers provided with the Contract Documents. For most home warranty items, call the All-AmericanHeritage Homes' warranty program. You must also send any warranty request to Bonded Builder who is All-AmericanHeritage Homes 3rd party Warranty Administrator. If initial attempts to contact the warranty administrator(s) are unsuccessful, Owner may call Builder, who will attempt to provide reasonable assistance with contacting proper warranty representative(s).
- If the Claim is covered by any other manufacturers' warranty; please refer to documents provided by those manufacturers for contact information for their service; If initial attempts to contact the warranty administrator(s) are unsuccessful, Owner may call Builder, who will attempt to provide reasonable assistance with contacting proper warranty representative(s).

2. Find The Claim Identification Number

- If the Claim falls under this Limited Warranty, locate the construction performance guideline paragraph herein or in the "Residential Construction Performance Guidelines" attached to the Contract as Exhibit E that addresses your Claim specifically; said paragraph number will be your Claim Identification Number.
- Read through the Warranty section concerning your request.
- Determine that the Builder is or may be responsible.
- If you cannot locate the Claim Identification Number – your Claim is probably NOT covered by the One-Year Limited Warranty.
- If you locate the specific claim, note the Claim Identification Number.
- Keep all Claim Identification Information in a safe place so that you can easily locate it at the time of your next scheduled walk-through.

3. Call The Builder

- Call the Builder to schedule your Walk-Through.
- In the back of your Homeowner Handbook are 6 and 11 month Service Request Forms.
- Complete the appropriate Service Request Form before your scheduled walk-through.
- Call the Builder if you have any questions throughout the process.

All non-emergency warranty work will be performed Monday-Friday 8:00 AM – 3:00 PM.

Owner must be present during scheduled walk-throughs and while repairs are performed.

The Builder will not enter your home or perform repairs if you or your representative (over age 21) are not present in the home.

IV. EMERGENCY SERVICE PROCEDURE The Builder understands that not all situations requiring immediate attention happen during normal working hours. For this reason you have been provided an emergency telephone number to call after calling any needed emergency service provider.

PLEASE BE SURE YOUR SITUATION IS AN EMERGENCY BEFORE REPORTING IT. Report to emergency service providers any dangerous situation before contacting Builder.

AN EMERGENCY SITUATION Includes:

1. **Electrical Outage** (Electrical outage from electrical utility service interruption is not a Builder warranty item) Call your service provider.
2. **Electrical Sparks**
3. **Furnace Outage**
4. **Gas Leak**
5. **Water Leak, from any source**
6. **Non-operable Exterior Passage Doors or Locks**

Air Conditioner Outage IS NOT considered an emergency.

Please follow the appropriate steps listed below OR in the Residential Construction Performance Guidelines prior to reporting an emergency.

V. WARRANTY COVERAGE AND CONDITIONS

◇ **Warranty Covered Items** The Builder warrants solely to the original Owner, subject to the term, standards, and limitations stated herein (specifically including but not limited to the Non-Warranted Conditions contained in Section VI of this Limited Warranty Agreement, and the home and those items and materials covered by other manufacturers' warranties, as described in Section VII below), that for the term of this Builder's Limited Warranty, the components of and work on the home that were performed or used by Builder will be in compliance with the Construction Documents, inclusive of the Residential Construction Performance Guidelines. **This Warranty Agreement is not intended to supersede or otherwise impair any unwaivable rights or warranties to which Owner is entitled under applicable state or federal law.**

◇ **Warranty Term** Not only do items have to be specifically described herein and covered by this Limited Warranty, but this Builder's Limited Warranty covers only items that are reported to the Builder within the one year term of the warranty according to the commencement date described on the first page of this Limited Warranty and the procedures described in Section I, Procedures For Warranty Performance.

◇ **Covered Parties** This Builder's Limited Warranty is extended to the Owner named above, herein, individually and collectively referred to as Owner, who is/are the initial Owner of the home stated above. This Builder's Limited Warranty is only transferable to subsequent Owners of the home if the Builder so agrees and acknowledges in writing.

◇ **Construction Performance Guidelines** The construction performance guidelines below **and in the Residential Construction Performance Guidelines** are standards that have been developed and accepted by the residential construction industry in general. While it is virtually impossible to develop Construction Performance Guidelines for each possible deficiency, the construction industry and the Builder have attempted to isolate the most common actual physical damage deficiencies that occur and in doing so, list them for your convenience.

A. APPLIANCES It is your responsibility to report any problem with any appliances directly to the appliance manufacturer's service representative. The telephone number is usually located in the lower corner of the back page of the appliance Owner's Manual. The appliances in your home may be warranted directly by the appliance manufacturer. They are NOT warranted by your Builder or under this Limited Warranty. Either during the New Home Orientation, Closing or prior to Occupancy; you will receive the manuals and/or warranties for your appliances. **You must complete all the appropriate registrations and submit them to the appropriate manufacturer.**

It is your responsibility to contact your appliance service representative directly. The Builder does not contact manufacturers or service representatives regarding appliance service needs, but may help if you are having trouble. You can typically locate the service number for any particular appliance on the back page of the manufacturer's operations manual. When you call the service representative for your appliance, you should be prepared to inform them the date you closed on your home or took occupancy, the model number, typically located in the manufacturer's manual, and the problem or service need you have.

B. SOLAR HOT WATER SYSTEMS The Owner is responsible for maintaining any solar hot water systems after closing. Such regular maintenance is to be scheduled by the Owner. Builder is not responsible for selection or determination of suitability of system to Owner's needs.

The Builder will install the hot water system or heating and cooling systems to I.M.P.S. Manufacturer's Installation Manual. The system should operate properly. The Builder will repair or replace components, parts or panels in accordance with manufacturer's warranties and/or guarantees if less than one year from closing or occupancy. The Builder is responsible for roof penetrations, or sagging roofs due to the Builder's installation of solar systems for two years from the date of closing/occupancy, including interior damage caused by leaks.

C. SPRINKLERS, BUBBLERS, AND DRIP SYSTEMS If included in the Contract Documents, the Builder shall supply a properly functioning system. Heads should be placed to cover the intended area with water pressure and volume available. Trenches should be filled and compacted. Heads not working properly should be replaced if defective during the first 90 days.

D. SUMP PUMPS If included in the Contract Documents the Builder is responsible only for the proper installation of the sump pump, and the initial crock or bucket cleaning.

VI. Non-Warranted Conditions This Limited Warranty covers only those items specifically described in the above Section V provided the materials used were supplied by, or the work was performed by Builder.

A. THERE ARE NO EXPRESS WARRANTIES COVERING THE HOME OR THE PROPERTY ON WHICH IT IS LOCATED EXCEPT AS SPECIFICALLY PROVIDED HEREIN, AND TO THE FULLEST EXTENT PERMITTED BY LAW THE BUILDER SHALL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES RELATING TO OR RESULTING FROM ANY DAMAGE TO OR DEFECT IN SAID HOME OR THE PROPERTY ON WHICH IT IS LOCATED.

Implied Warranties, including (but not limited to) warranties of merchantability, fitness for a particular purpose, habitability, and good workmanship are limited by the warranty terms and period set forth in this Limited Warranty. The Owner acknowledges that the Builder has made no guarantees, warranties, understandings, nor representations (nor have any been made by any representatives of the Builder) that are not included in the Limited Warranty or other Contract Documents. Owner acknowledges and agrees that all other warranties of the work not otherwise provided herein, express or implied, are waived and excluded to the fullest extent permitted by law.

B. Specific Description of Certain Non-Warranted Items Section VI is designed to help the Owner better understand some of the changes and maintenance items that may occur in the home during the first year or so of occupancy, and also to more specifically describe and explain certain items which are not covered by this Limited Warranty. Failure to include any item in Section VI, or to specifically exclude any item that is not actually covered by this Limited Warranty, shall not create any presumption

or implication whatsoever that the item is covered by this Limited Warranty. If not specifically referenced or described in Section V, an item is not covered by this Limited Warranty.

C. General Comments The home will require more maintenance and care than most products since it is made of many different components, each with their/its own special characteristics. Furthermore, like other products made by humans, no home is perfect. The home will likely show some minor flaws and unforeseeable imperfections, and it may require some adjustments and touching up. This Limited Warranty provides certain maintenance tips, ideas, and suggestions, but is not and should not be relied upon as a comprehensive home maintenance manual.

D. Manufacturer's Warranties Certain items and work that are not covered by this Limited Warranty may be covered by manufacturer's warranties. Many of those potentially-applicable manufacturer's warranties are listed in Section VII of this Limited Warranty. Any rights of the Owner under those warranties are only provided by the manufacturers. The Builder does not assume or offer any of the obligations under those manufacturers' warranties, which are the only warranties that may be applicable to such items or work.

E. Specific Non-Warranted Conditions In addition to all of the limitations on the coverage of this Limited Warranty, the following items are specifically not covered:

1. Any change in the drainage pattern of the lot due to landscaping, installation of patio or service walks, or other reasons. These should be done in a manner that will retain proper drainage slope. The Builder assumes no responsibility whatsoever for the grading or stagnant pool formation if the established pattern is altered.
2. Concrete foundations, walks, drives, patios, etc., can develop hairline cracks not affecting the structural integrity of the home. There is no known method of eliminating this condition, which is caused by characteristics of expansion and contraction (which are prevalent in Colorado). It does not affect the strength of the home and is not a condition covered by this Limited Warranty. Only cracks specifically described in Section V shall be warranted.
3. Masonry and mortar can develop cracks due to shrinkage in either the mortar or brick. This is normal and not considered a defect. It is not covered by this Limited Warranty except as specifically described in Section V.
4. Ice build-up or damage caused by ice build up on roofs, valleys, gutters, or downspouts is specifically not warranted. Leaks as a result of ice build up are also specifically not warranted.
5. This Limited Warranty does not cover leaks due to snow or rain driven into the attic through louvers or vents. Proper ventilation of the home requires the Builder to install vents and/or louvers.
6. The manufacturer's warranty on a roof usually covers materials only and does not cover the cost of labor. Limited Warranty claims for any defects in materials will be handled with the manufacturer. The Builder shall specifically not be responsible for any damages caused by walking on the roof or installing a TV antenna or other appliance on a roof.
7. Any damage or defects resulting from Acts of God are not warranted and should be handled through the Owner's insurance carrier.
8. a.) Bricks will often discolor due to the elements, rain run-off, weathering and bleaching. The color of bricks is specifically not warranted.
b.) Heat from fire will alter the color and finish of fireplace bricks, which are specifically not warranted.
c.) Heat and flames from "roaring" fires will cause cracking of firebricks and mortar joints. These cracks are specifically not warranted.
9. Exterior and interior caulking, caulking in bathtubs, shower stalls and ceramic tile surfaces will crack or bleed somewhat in the months after installation. This is normal and is not warranted except as specifically described in Section V.

10. Wood will sometimes crack or “spread apart” due to the drying process. This is most often caused by the heat inside the home or the exposure to the sun on the outside. This is normal and is considered a maintenance item to be cared for by the Owner and is specifically not warranted, except as specifically described in Section V.
11. There is no way to eliminate all floor squeaks. The Builder is specifically not responsible for eliminating all floor squeaks. Generally, floor squeaks will appear and disappear over time with changes in the weather. Floor squeaks are specifically not warranted, except as specifically described in Section V.
12. Windows will collect condensation on interior surfaces when extreme temperature differences and high humidity levels are present. Condensation is usually the result of climatic/humidity conditions created by the Owner within the home. Unless directly attributed to faulty installation, window condensation is a result of a condition beyond the Builder’s control and is specifically not warranted. Window “chatter” associated with wind conditions is normal and is also specifically not warranted under the conditions of this Limited Warranty.
13. Broken glass or mirrors which are not noted on the New Home Orientation form prior to Closing or Occupancy of the home will not be warranted.
14. Drywall (sheetrock) will sometimes develop nail pops or settlement cracks. This is a normal part of the drying-out process and an item that can easily be handled by the Owner(s) with spackling during normal redecorating. Except as specifically provided in Section V, drywall (sheetrock) cracks, nail pops, seams, joints, corners, etc., are specifically not warranted.
15. Even the best quality paint or stain, particularly exterior paint or stain, can crack, chip, peel, or fade. This does not indicate a defect in the paint or stain or its application but is most often caused by other sources, such as allowing lawn sprinklers to hit painted/stained areas, washing down painted/stained areas, sun or snow exposure, etc. Inside, do not scrub latex painted walls, and be aware of the newly painted walls as you are moving furniture. The best paint/stain will be stained or chipped if it is not cared for properly. Any defect with interior painting and/or staining that is not noted at the New Home Orientation Pre-Occupancy Walk-Through is not covered by this Limited Warranty. No painting/staining is covered by this Limited Warranty except as specifically provided in Section V.
16. Fungus and mildew can form on a painted surface if the structure is subject to abnormal exposures such as excessive rainfall or moisture. Often an area where no direct sunlight occurs will be subject to these conditions. Mildew and/or fungus formation is a condition that cannot be controlled by the Builder and is an Owner maintenance item and is specifically not covered by this Limited Warranty. Whether or not the Owner experiences mold growth depends largely on how the Owner manages and maintains the home. The Builder is not responsible for any damage caused by mold, to include but not be limited to property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, and adverse health effects, or any other effects. For information purposes only, Builder has attached an Addendum to this Limited Warranty regarding mold.
17. All material that is stained will have variations in color, due to the various textures in wood. Doors that have panels will sometimes dry out and leave a crack of bare wood. This is due to weather changes and other conditions and neither color variations nor shrinkage cracks are warranted except as specifically provided in Section V.
18. Dripping faucets, toilet adjustments and toilet seats are only covered by this Limited Warranty to the extent described in Section V. Otherwise, they are the Owner’s responsibility. If the plumbing is “stopped up” during the term of this Limited Warranty and the person servicing the plumbing on behalf of the Builder finds foreign material in the line, the Owner will be responsible for payment in full of the service call.
19. The Owner must take precautions to prevent freezing during cold weather, such as removing outside hoses from sillcocks, leaving faucets with a slight drip, opening door cabinets under sinks, and turning off water systems if the home is to be left unoccupied for extended periods

during cold weather. Except as stated in Section V, frozen pipes are not warranted. Under no circumstances are sillcocks warranted.

20. The heating and air conditioning system is often covered by the manufacturer's warranty. It is the Owner's responsibility to make sure that filters are kept clean and changed at least every 2 months. Failure to do so may void the Limited Warranty. It is also good policy to have the equipment serviced or checked at least once a year.
21. Clogged air conditioner condensation lines is an Owner maintenance item. The Builder shall provide unobstructed condensation lines at the time of first occupancy only.
22. When metal is heated it expands, and when cooled it contracts. The result is "ticking" or "crackling" within ductwork, which is generally to be expected. Except as stated in Section V, ductwork is not warranted.
23. Ground fault interrupters are sensitive safety devices installed into the electrical system to provide protection against electrical shock. The Builder has installed ground fault interrupter circuits in accordance with approved electrical codes. Occasional tripping is to be expected and is not a warranty item. Service calls to reset tripped breakers will be billed to the Owner. Burned out light bulbs are specifically not warranted and service calls resulting in burnt out light bulbs will be billed to the Owner.
24. Electrical junction boxes on exterior walls may produce airflow whereby the cold air can be drawn through the outlet into the room. The problem is normal in new home construction and is not warranted.
25. The floors are not warranted for damage caused by neglect or the incidents of use. Wood, tile, marble, linoleum and carpet all require maintenance. Floor casters are recommended to prevent scratching or chipping of wood, tile or marble. The Owner should clean stains from carpet, wood, tile or marble immediately to prevent discoloration. Carpet has a tendency to loosen in damp weather and stretch tight again in drier weather. Any floor covering deficiencies that are not noted on the New Home Orientation form prior to Closing are not warranted.
26. Exposure to light may cause spots and/or fading on carpets and wood floors. These conditions are specifically not warranted.
27. Door panels will shrink and expand, and may expose unpainted surfaces. This is normal and not warranted.
28. The upkeep of cosmetic aspects of the home is the Owner's responsibility. The Builder has not agreed to cover ordinary wear and tear, or other occurrences subsequent to construction that affects the condition of features in the home. Chips, scratches or mars in tile, woodwork, walls, porcelain, brick, mirrors, plumbing fixtures, marble, formica, lighting fixtures, kitchen and other appliances, doors, paneling, siding, screens, windows, carpets, vinyl floors, cabinets, and the like, that are not recognized and noted at the New Home Orientation Walk-Through are not covered by this Limited Warranty.
29. The Builder accepts no responsibility for the growth of grass, shrubs or trees. If these items are included with the home, it is the responsibility of the Owner to water and maintain the lawn and plants. The Builder will not re-grade the yard or remove or replace any shrubs, trees or sod except for those that are noted as diseased at the New Home Orientation Walk-Through. Under no circumstances is sod a warranted item.
30. The Builder shall not be responsible for repair of such damages unless the damage was reported to the Builder at the time of the New Home Orientation Walk-Through prior to Closing or Occupancy.
31. The Builder does not warrant, and shall not be responsible for repairing, replacing or correcting, any outside concrete flat work (including but not limited to driveways, walks, and patios) against cracking, flaking, scaling, spalling, pitting, discoloration, expanding, shrinkage, settling or any other problems whatsoever. With respect to all other concrete, except as specifically described in Section V, the Builder specifically does not warrant and shall not be responsible for repairing, replacing or correcting any minor cracking, flaking, scaling, spalling, pitting, discoloration, expanding, shrinkage, settling or other problems. The Owner acknowledges that weather

conditions, snow and ice, salt,, and chemicals can have an adverse effect on concrete and that the Owner shall be solely responsible for the proper maintenance of all concrete (specifically including but not limited to any concrete, driveway, patio and walk).

32. The Builder does not warrant, and shall not be responsible for, any work performed or material supplied in accordance with any plans and/or specifications supplied, prepared or requested by the Owner, or by anyone on behalf of the Owner, or for any defects caused or made worse by the negligence, improper maintenance, placement of Owner's personal property, and/or other action by the Owner or anyone else other than the Builder or the Builder's employees, agents or subcontractors.
33. The Builder does not warrant, and shall not be responsible for, defects in outbuildings including detached garages and detached carports and sheds, except outbuildings that contain the plumbing, electrical, heating/cooling or ventilation systems serving the home, swimming pools, and other recreational facilities; fences; landscaping, including sodding, seeding, shrubs, trees, and plantings; sprinkler systems; or any other improvements not a part of the home.
34. The Builder does not warrant, and shall not be responsible for, damage to real property that is not part of the home
35. The Builder does not warrant, and shall not be responsible for, bodily or personal injury, damage to personal property, or damage to any property of others, unless such injury or damages is caused by the intentional misconduct of Builder.
36. The Builder does not warrant, and shall not be responsible for, any loss or damage that the Owner have/has not taken appropriate action to minimize as soon as possible.
37. The Builder does not warrant, and shall not be responsible for, any defect in, or caused by material or work supplied by anyone other than the Builder or the Builder's employees, agents, or subcontractors performing work on site.
38. The Builder does not warrant, and shall not be responsible for, any loss of use, loss of opportunity, loss of market value, loss of rental value or any other similar consequential loss.
39. The Builder does not warrant, and shall not be responsible for, defects in any property, that were not included in the original home delivered for the original sales price.
40. The Builder does not warrant, and shall not be responsible for, consequential, incidental, secondary, punitive, or exemplary damages.
41. The Builder does not warrant, and shall not be responsible for any damage caused, or improper function of any system following Owner's alterations, including, but not limited to basement finish, deck or patio additions, landscape and irrigation systems, etc. Note: basement finish should not be done within three (3) years of new construction. If the Owner does finish the basement prior to that time period, doing so can void or significantly limit many areas of coverage under this Limited Warranty.
42. The Builder does not warrant, and shall not be responsible for, any damage to the extent it is caused or made worse by:
 - A. Negligence, improper maintenance or improper operation by anyone other than the Builder or the Builder's employees, agents or subcontractors.
 - B. Failure by the Owner to give prompt and proper notice to the Builder of defects. See Section I – Procedure For Warranty Performance in this Limited Warranty.
 - C. Loss or damage not caused by a defect in the construction of the home by the Builder or the Builder's employees, agents or subcontractors.
 - D. Loss or damage externally caused including but not limited to Acts of God, riot or civil commotion, fire, explosion, smoke, water, hail, lightning, fallen trees or other objects, aircraft, vehicles, flood, rising water, mud slides, earthquakes, volcanic eruption, abuse or use of the Home, or any part thereof, or by any other external cause.
 - E. Presence of or damage from insects, birds or rodents.
 - F. Any loss or damage that arises while the home is being used primarily for nonresidential purposes.
 - G. Any condition that does not result in actual physical damage to the home.

- H.** Cost of shelter, transportation, food, moving, storage, or other incidental expenses related to relocation during repair or any other costs due to loss of use.
- I.** Any claim reported after unreasonable delay or more than ten (10) days after the expiration of the warranty term.
- J.** Normal wear and tear and deterioration.
- K.** Dampness or condensation due to failure of the Owner to maintain adequate ventilation.
- L.** Failure by the Owner or by anyone other than the Builder or the Builder's employees, agents or subcontractors, to comply with the warranty requirements of manufacturers of the home, appliances, equipment or fixtures.
- M.** Sound transmission between rooms, floor levels, adjoining condominium units in a building, or from the street in the home is specifically not covered under this Limited Warranty.

VII. MANUFACTURERS' WARRANTIES The Owner will be given the appropriate forms to register the items listed below for any applicable manufacturers' warranties. It shall be solely the Owner's responsibility to make those registrations. The **ONLY** warranty on those items is the manufacturer's warranty, and the Builder is in no way responsible for their performance or for any condition beyond the manufacturer's warranty. The following items are often covered by manufacturers' warranties:

1. Any portion of the home that is factory built and delivered to the site may be warranted, and would only be warranted, by that home manufacture, and not by this Limited Warranty.
2. Dishwasher
3. Garbage Disposal
4. Trash Compactor
5. Oven(s)
6. Cook Tops
7. Microwave
8. Kitchen Vent Fan
9. Central Air Conditioner
10. Furnace
11. Water Heater
12. Whirlpool
13. Security System
14. Garage Door and Opener
15. Light Fixtures
16. Central Vacuum System
17. Entertainment Systems
18. Roofing Shingles
19. Windows
20. Siding
21. Bathroom Fixtures
22. Doors
23. Flooring
24. Cabinets
25. Wood Stain

There may be other supplies, materials, appliances and systems that are specifically not covered by this Builder's Limited Warranty, which are instead covered by the applicable manufacturer's warranty.

VIII. MISCELLANEOUS

A. Repairs required under this Limited Warranty shall be performed in the manner and using such materials and methods as shall be considered advisable by the Builder.

B. Repairs shall be finished or touched up to match surrounding areas as closely as practicable. However, exact matches cannot be guaranteed.

C. Notwithstanding anything else contained herein, for any problem covered by this Limited Warranty, the Builder in its sole discretion may repair, replace, or pay the Owner the reasonable cost of repairing or replacing the defective item.

D. Notwithstanding anything else contained herein, the Builder's total liability for deficiencies under this Limited Warranty is limited to the purchase price of the home.

E. Steps taken to correct defects shall not act to extend the term of this Limited Warranty.

F. If the Builder repairs or replaces, or pays the reasonable cost of repairing or replacing, any defect covered by this Limited Warranty which is covered by any other insurance or warranty, the Owner must, upon request by the Builder, assign the proceeds of such insurance or the rights under such warranties to the Builder to the extent of the cost to the Builder of such repair, replacement or payment.

G. Should any provision of this Limited Warranty be deemed unenforceable by a court of competent jurisdiction; that determination will not affect the enforceability of the remaining provisions, and the parties will attempt to negotiate a similar, enforceable term.

H. This Limited Warranty is to be governed by and construed in accordance with the laws of the state in which the home is located. Exclusive jurisdiction shall be in Colorado state courts, and exclusive venue shall lie in _____ County, Colorado.

I. This Limited Warranty may not be modified or amended in any respect except upon written amendment signed by both the Builder and the Owner.

J. This Limited Warranty contains the entire express warranty granted by the Builder to the Owner and supersedes any previous contracts or agreements or representations relating to warranties, whether oral or written. **BY SIGNING THE CONTRACT, THE OWNER ACKNOWLEDGES THAT THE BUILDER HAS MADE NO REPRESENTATIONS, PROMISES, WARRANTIES OR AGREEMENTS WHATSOEVER CONCERNING THE HOME OR THE PROPERTY ON WHICH IT IS LOCATED THAT ARE NOT STATED HEREIN OR IN OTHER BINDING AND FULLY-EXECUTED EXISTING WRITTEN AGREEMENTS BETWEEN THE PARTIES.**

K. The Owner acknowledges if the Builder chooses to repair, replace, address or discuss the improvement of any non-warranted condition involving in any manner the material, workmanship, supply or situation, the Builder is not waiving any terms of this Limited Warranty, and is not obligated, required, promising, or committed to repair, replace, address or discuss any other non-warrantable condition thereafter.

M. The voluntary action or performance by Builder of any non-covered warranty work or repair or replacement of any non-covered item is not an admission that the work or item is covered by this Limited Warranty, and shall not constitute a waiver of the requirement that work or materials be covered by this Limited Warranty to be subject to repair or replacement by Builder.

N. ADDITIONAL TERMS:

IX. LIMITED WARRANTY ACKNOWLEDGEMENT OF UNDERSTANDING AND ACCEPTANCE

By the signing the Contract the Owner acknowledges and accepts all of the terms and conditions of this Limited Warranty.

Date: _____, 20_____.

Owner Signature: _____

Date: _____, 20_____.

Owner Signature: _____

AGREED TO AND ACCEPTED BY BUILDER:

RMHB Construction Inc., d/b/a Colorado Modular Homes
By: Nathan Peterson, President

DATE: _____, 20_____.

X. MOLD ADDENDUM

Mold occurs naturally in most environments, and is necessary for the natural decomposition of plant and other organic material. Mold spreads by means of microscopic spores borne in the wind, and is found everywhere life can be supported. Residential home construction is not, and cannot be, designed to exclude mold spores. If the growing conditions are right, mold can grow in your home. Some mold is naturally present in nearly every home. Most homeowners are familiar with mold growth in the form of bread mold, and mold that can grow on bathroom tile. In order to grow, mold requires a food source that might be supplied by materials, such as drywall, wood and insulation, to name a few. Also, mold growth requires a temperate climate. The best growth occurs at temperatures between 40 degrees Fahrenheit and 100 degrees Fahrenheit. Finally, mold growth requires moisture. Moisture is the only mold growth factor that can be controlled in a residential setting. By minimizing moisture, a homeowner can reduce mold growth.

Moisture in the home can have many causes. Spills, leaks, overflows, condensation, and high humidity are common sources of home moisture. Good housekeeping and home maintenance practices are essential in the effort to prevent or eliminate mold growth. If moisture is allowed to remain on the growth medium, mold can develop with 24 to 48 hours.

The Owner must take positive steps to reduce the occurrence of mold growth in the home, and thereby minimize any possible adverse effects that may be caused by mold. These steps include but are not limited to the following;

2. Inspect for leaks on a regular basis. Look for discoloration or wet spots. Contact the appropriate contractor immediately upon the discovery of a leak. Inspect condensation pans on refrigerators and air conditioners for mold growth. Take particular notice of any musty odors, and any visible signs of mold.
3. Before bringing items into your home, check for signs of mold. Potted plants, roots and soil, furnishings or stored clothing and bedding material, as well as many other household goods, could already contain mold growth.
4. Regular vacuuming and cleaning will help reduce mold levels. Mild bleach solutions and most tile cleaners are effective in eliminating and preventing mold.
5. Keep the humidity in the home low. Vent clothes dryers to the outdoors. Ventilate kitchens and bathrooms by opening windows, and by using exhaust fans, or by running the air conditioning to remove excess moisture in the air, and to facilitate evaporation of water from wet surfaces.
6. Promptly clean up spills, condensation and other sources of moisture. Thoroughly dry any wet surfaces or material. Do not let water pool or stand in your home. Promptly replace any materials that cannot be thoroughly dried.

Notwithstanding the size of the job, most clean-up projects for eliminating harmful mold employ four methods. The actual method or combination of methods used will depend on the contaminated materials at issue and the severity of the contamination. The four clean-up methods generally employed are:

1. Wet Vacuum: Where water has accumulated on floors, on carpets, or on hard, non-porous surfaces, a wet vacuum should be used to remove it.
2. Damp Wipe: Non-porous materials, like metal, glass and plastic, and semi-porous materials, like wood, and concrete, should be wiped down with water and detergent and then dried.
3. Remove Damaged Materials From The Home: Porous building materials, like ceiling tiles, insulation, and wallboard, that are contaminated and cannot be saved must be removed and discarded. To avoid contaminating the entire house, these items should be wrapped in plastic

before being removed from the room where they are found. The debris can be thrown in the garbage. No special precautions are necessary once the debris has been removed from the home.

4. HEPA (High-Efficiency Particulate Air) Vacuum: After wet or contaminated materials have been dried or removed, the entire area should be thoroughly vacuumed. The debris should be place in a sealed plastic bag and removed from the home. The debris can be thrown in the garbage, no special precautions are necessary once the debris has been removed from the home.

MOST IMPORTANT: ACT QUICKLY AND GET THE APPROPRIATE HELP.