

**30-YEAR STRUCTURAL LIMITED WARRANTY
ADDENDUM
TO THE HOME BUILDER'S LIMITED WARRANTY**

Our **30-YEAR STRUCTURAL LIMITED WARRANTY** is part of the coverage provided by and is subject to all of the provisions of the **HOME BUILDER'S LIMITED WARRANTY** for the length of the **WARRANTY PERIOD** identified on the Limited Warranty Validation Form. After the expiration of the **WARRANTY PERIOD** for the **HOME BUILDER'S LIMITED WARRANTY**, this **30-YEAR STRUCTURAL LIMITED WARRANTY** will continue in full force and effect for the Homeowner until the 30th anniversary of the closing of sale of the home to the original homeowner, the "Extended Warranty Period". During the Extended Warranty Period, the **30-YEAR STRUCTURAL LIMITED WARRANTY** remains subject to all of the provisions of the **HOME BUILDER'S LIMITED WARRANTY** subject to the following modifications:

1. The definition of "**CONSTRUCTION DEFECT(S)**" shall mean only a condition in the materials or workmanship of the roof structure, foundation, walls and floors of the **HOME** that significantly affects the load bearing functions of the **HOME**.
2. The definition of "**CONSEQUENTIAL OR INCIDENTAL DAMAGES**" shall mean any loss or injury other than (a) our cost to correct a **CONSTRUCTION DEFECT**; (b) our cost to repair damage to the **HOME** which occurs in the course of **OUR** repair or replacement of a **CONSTRUCTION DEFECT**; or (c) the reasonable cost of the **HOMEOWNER'S** alternative shelter where the **HOME** is temporarily uninhabitable due to a **CONSTRUCTION DEFECT** and while the **HOME** is rendered uninhabitable by the work necessary to repair a **CONSTRUCTION DEFECT**.

Time **YOU** take off from work and/or **YOUR** inability to work from the **HOME** as a result of a **CONSTRUCTION DEFECT**, are among those damages considered "**CONSEQUENTIAL OR INCIDENTAL DAMAGE**" and are excluded under this **LIMITED WARRANTY**. The cost to repair or replace furniture, carpet or personal property damaged as a result of a **CONSTRUCTION DEFECT**, and/ or the diminished fair market value of those items are also among the damages considered "**CONSEQUENTIAL OR INCIDENTAL DAMAGE**" and are excluded under this **LIMITED WARRANTY**. In addition, diminished fair market value of the **HOME** is considered **CONSEQUENTIAL OR INCIDENTAL DAMAGE**" and is excluded under this **LIMITED WARRANTY** notwithstanding that **WE** reserve the right to elect to pay **YOU** diminished fair market value in lieu of **OUR** repair, replacement or payment for the cost to repair or replace a **CONSTRUCTION DEFECT**.

3. The second bullet point at the end of the first paragraph of Section II is deleted in its entirety.

4. Section II, paragraph A(1) and paragraph A(2) are deleted in their entirety. Neither the performance standards contained in the Customer Care Manual nor the Residential Construction Performance Guidelines published by the National Association of Home Builders, shall be considered in determining whether a condition constitutes a **CONSTRUCTION DEFECT** during the Extended Warranty Period. If **WE** dispute the existence of a **CONSTRUCTION DEFECT** and the dispute is submitted to binding arbitration, the parties agree that only Section II, paragraph A, items 3 through 7, both inclusive will be used in the determination.
5. The second paragraph in Section IV is deleted in its entirety.

This 30-Year Structural Limited Warranty Addendum is intended to be a part of the **HOME BUILDER'S LIMITED WARRANTY** and it shall be interpreted and applied as if it were written into that document, as modified herein.

Notwithstanding anything to the contrary contained in this 30-Year Structural Limited Warranty Addendum or in the Customer Care Manual, the **30-YEAR STRUCTURAL LIMITED WARRANTY** *does not* apply to any property that has been subjected to the condominium laws of the state in which the property is located.