



Ideal Suburban Homes, Inc. Building Construction Agreement

This contract entered into this 3/27/07, between **Ideal Suburban Homes, Inc.**, hereinafter referred to as the **Builder**, and Dwayne Anthony Davis / Rebecca Loraine Davis hereinafter referred to as the **Purchaser**; WHEREAS, Purchaser has agreed to purchase the following described real estate in _____ County, Indiana, to-wit: Lot: 0013
Address: 1304 West Sheffield Muncie IN 47304

NOW, THEREFORE, WITNESSETH:

- Seller agrees to sell and Purchaser agrees to buy the above described property together with a new home residence and all other improvements as hereinafter provided, Seller accepting and Purchaser paying as the purchase price therefore the sum of ~~\$124,000.00~~ ~~120,500.00~~ \$124,100 Earnest Money, to Builder, receipt of which is hereby acknowledged 500.00
Due at Closing 119,500.00
Total 119,500.00
\$124,100
- Builder agrees to furnish all the labor and materials necessary to construct in a good and workmanlike manner a residence upon the above described property in accordance with plans and specifications which are attached hereto and made a part hereof.
- In the event that funds are not available from the lender when the home is complete, the builder shall have the right to void this contract.
- The purchase price is based on the current cost report. The Purchaser agrees that all structural options have been approved and shall not be changed for any reason. Structural options include but are not limited to: model, elevation, swing, sunrooms, 3rd bay garage, garage expansions, brick/stone, tub/shower style, HVAC options, or any other options that will affect the foundation system. Any modification to non-structural options prior to the preconstruction meeting that affect the price, will be reflected on an addendum. If the preconstruction meeting does not occur within 30 days from the date of this agreement, the base price and option prices are subject to change.
- The Purchaser agrees that said dwellings and specifications have been examined by them and that same are acceptable and further agree that any subsequent changes or modifications after the pre-construction meeting will involve additional costs and shall be approved by the Builder and such extra costs shall be paid in advance. The requested changes shall be accompanied by a \$100 non-refundable check to process the request. The cost of the changes and an additional \$250 change order fee will apply.
- The Builder agrees to furnish insurance on said dwelling during the period of construction to the time of closing or occupancy.
- Purchaser shall assume and pay the taxes upon the Real Estate due and payable in May 2008, and all subsequent taxes and assessments.
- Builder shall furnish at Builder's expense a policy of Owner's Title Insurance insuring in Purchaser marketable title to the real estate as of a date after the date hereof. Mortgage Title Insurance, if any, will be a separate policy and all charges, including premium and search, for such Mortgage Title Insurance Policy shall be paid by the Purchaser. The cost of the Closing Agent will be split 50/50.

[Handwritten signatures]

10. Builder guarantees all workmanship and materials as provided in and subject to the terms and conditions of the RESIDENTIAL WARRANTY CORPORATION (RWC) insurance warranty documents. The guarantee is in lieu of all other guarantees and warranties, expressed or implied. The sole and exclusive warranty is expressly subject to Purchaser properly maintaining all items connected with home ownership. Purchaser acknowledges they have received a copy of the RWC Warranty.

11. Builder and Purchaser agree that Purchaser cannot and will not occupy the house until all funds are paid to the Builder including the finalization of any necessary note and mortgage; unless a rental agreement signed and agreed upon in advance. Any said rental agreement shall not in anyway waive the responsibility of the Purchaser to aggressively pursue the completion of the note and mortgage since time is of the essence.

If the home is occupied prior to all funds being paid or without a rental agreement, the penalty is automatically the sum of \$1000.00.

12. Builder and Purchaser agree to use the Better Business Bureau as a binding arbitrator should a difference of opinion arise during the construction.

13. On lots that have existing trees, the Builder shall remove all trees that interfere with construction. The Builder is exempt of responsibility for any of the remaining existing trees on the lot after the closing.

14. It is understood that the Listing Agent in this transaction is acting as a Limited Agent and he or she is in no way the Purchaser's agent in the purchase. The Listing Agent must treat the customer truthfully, honestly, fairly, and disclose any known adverse material, facts, or risk.

15. The purchase price is subject to change at the Pre-construction Meeting.

Dwayne Anthony Davis [Signature]
Purchaser Name Printed Signature

Rebecca Lorraine Davis [Signature]
Co-Purchaser Name Printed Signature

4606 E CR100S, HARTFORD CITY IN 47348
Address

Home Phone Work Phone Cellular Phone
765-348-1302 951-743-2136

[Signature] Listing Agent, 3/27/07 Date, Karan Pojigo Homes, Inc. 3-28-07 Date

[Signature] Builder Representative, 3/27/07 Date

* Final cleanup & walkthrough required for closing.
* Refrigerator to be removed, Range to be removed.

* GAS range # 2278572 to be installed
* Landscaping to be completed AS weather permits.
* Closing to be ASAP or no later than 4/27/07

Ideal Suburban Homes, Inc.

Cost Report for the Emerald Pointe Project

Lot: 0013	1304 West Sheffield	Realtor: Orr, Patrick	Base Price:	\$116,644.06	
Muncie, IN47304	Township: Center	County: Delaware	Lot Premium:	\$0.00	
Model: Charleston 1120 C	Swing: R	Type: MODEL	Status: Open	Options:	\$9,256.26
House SF: 1248	Garage SF: 462	Contract Date:	Total:	\$125,900.32	
House Style: Ranch	Error Count: 0	Approval Date:			
Buyer:	Buyer's Address:		Draws:	<input type="checkbox"/>	
Co-Buyer:					
Buyer's Home #:	Buyer's Work #:	Buyer's Cell #:			
Co-Buyer's Home #:	Co-Buyer's Work #:	Co-Buyer's Cell #:			

Category	Subcategory	Product	Product Description	Room	Type	Qty.	Total Price
Bath Fixtures	Fixture Kit	FXK-1005	Chateau Single Lever Chrome Bath Fixtures		STD	1	\$0.00
		BAC-1000	Chateau Chrome Paper Holder		OPT	1	\$0.00
		BAC-1010	Chateau Chrome 24" Towel Bar		OPT	1	\$0.00
		MBK-1005	Mounting Brackets for Bath Accessories - Chateau Single Lever only		OPT	6	\$0.00
Bedroom 2	Ceiling Style	CS-1055	Bedroom2 Flat Ceiling		STD	135	\$0.00
Bedroom 3	Ceiling Style	CS-1062	Bedroom3 Flat Ceiling		STD	116	\$0.00
	Window Seat	WC-1020	Bedroom3 Window Seat Option (Finish shall match trim)		OPT	1	\$500.00
Countertop	Countertop Style	CNT-1000	Kitchen Laminate Countertop w/Base Edge		STD	1	\$0.00
			Countertop Color L4835-38 Tmble Roca				
			Style or Bevel Color S Postform				
		CNT-1050	Masterbath Laminate Countertop w/Base Edge		STD	1	\$0.00
			Countertop Color L4835-38 Tmble Roca				
			Style or Bevel Color S Postform				
Countertop	Countertop Style	CNT-1075	Mainbath Laminate Countertop w/Base Edge		STD	1	\$0.00
			Countertop Color L4835-38 Tmble Roca				
			Style or Bevel Color S Postform				
Dining Room	Ceiling Style	CS-1020	DiningRoom Flat Ceiling		STD	87	\$0.00
Dry Wall	Drywall Corners	DC-1001	Standard Square Drywall Corners		STD	11	\$0.00
Electric	Electrical Panel	EPA-1005	200 AMP 20/40 Space Panel		STD	1	\$0.00
		EF-1003	Exterior Light Package #3		UPG	1	\$45.00
	Exterior Fixtures		Color Pewter				
		Interior Fixtures	EO-1002	Interior Light Package #3		UPG	1
Interior Fixtures		Color Satin Nickel					
	Plate Covers	EV-1000	Electric Plate Cover		STD	1	\$0.00
Plate Covers		Color White					
	Exterior Finish	Address Stone	BA-1000	Address Stone		OPT	1
BB-1003			Partial Front Brick		OPT	170	\$1,530.00
		Color OVS Chesapeake Pearl					
Exterior Finish	Gable Vent	XV-1003	Gable Vent Per Elevation		STD	3	\$0.00
		Color Match Siding					

Tuesday, March 27, 2007 4:20:14 PM



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 Buyer Initials Co-Buyer Initials

Lot: 0013	1304 West Sheffield	Realtor: Orr,Patrick	Base Price:	\$118,644.06
	Muncie, IN47304	Township: Center	County: Delaware	Lot Premium: \$0.00
Model: Charleston	1120 C	Swing: R	Type: MODEL	Status: Open
House SF: 1246	Garage SF: 462	Contract Date:	Options:	\$9,256.26
House Style: Ranch	Error Count: 0	Approval Date:	Total:	\$125,900.32
Buyer:	Buyer's Address:		Draws: <input type="checkbox"/>	
Co-Buyer:				
Buyer's Home #:	Buyer's Work #:	Buyer's Cell #:		
Co-Buyer's Home #:	Co-Buyer's Work #:	Co-Buyer's Cell #:		

Category	Subcategory	Product	Product Description	Room	Type	Qty.	Total Price
Exterior Finish	Porch Post	XP-1020	Square Smooth Vinyl Post (4" x 4")		STD	2	\$0.00
		<i>Color</i>	White				
			<i>SW Color</i>				
	Railing	XR-1000	Vinyl Railing w/Square Spindles		STD	10	\$0.00
		<i>Color</i>	White				
			<i>SW Color</i>				
	Roof	RS-1001	Certaiteed XT25 Roof Shingles		STD	1650	\$0.00
		<i>Color</i>	XT Nickel-619 Gray				
Roof Vent	RV-1000	Pod Roof Vents		STD	1	\$0.00	
	<i>Color</i>	Black					
		Black Pod Roof Vents					
Shutters	XU-1003	Front Elevation Prefinished Raised Panel Shutter P			UPG	2	\$14.00
		<i>Color</i>	Blue				
	<i>Style</i>						
Siding	XS-1001	Proside Base Vinyl Siding			STD	1250	\$0.00
		<i>Color</i>	PRO Estate Grey				
	<i>Style</i>	Traditional Overlap					
Soffit	XQ-1000	Soffit - Gutter color selection shall match soffit color selection.			STD	1	\$0.00
		<i>Color</i>	PRO Arctic White				
Flatwork	Driveway	DRV-1000	Driveway width		STD	20	\$0.00
	Foundation Type	FND-1000	Slab Foundation		STD	1	\$0.00
Flooring	Base Flooring Pack	FLB-1000	Main Flooring Selection for Home - Base (Great Room, Hall, All Bedrooms, and All Walk-In Closets will be carpet unless selected below. Kitchen, Dining Room, Laundry Room, Breakfast Nook, Foyer, and All Bathrooms will be vinyl unless selected below.)		STD	1250	\$0.00
		<i>Carpet Color</i>	116 Old Ivory				
		<i>HS/Vinyl</i>	VA166180				
Front Door	Door Style	ES-1215	Front Door TS 660 CL		UPG	1	\$42.88
		<i>Color</i>	Match Shutters				
		<i>SW Color</i>					
	Lockset Style	EL-1000	Front Door Exterior Handleset - with Deadbolt. Finish color shall match interior door hardware selection.		STD	1	\$0.00
	<i>Finish</i>						
	Sidelite Style	EI-1090	Front Door Sidelite(s) TS 695 CL (Sidelite color shall match front door color.)		OPT	1	\$229.25



Lot: 0013	1304 West Sheffield	Realtor: Orr, Patrick	Base Price: \$116,644.08
Muncie , IN47304	Township: Center	County: Delaware	Lot Premium: \$0.00
Model: Charleston 1120	C Swing: R	Type: MODEL	Status: Open
House SF: 1248	Garage SF: 462	Contract Date:	Options: \$9,256.26
House Style: Ranch	Error Count: 0	Approval Date:	Total: \$125,900.32
Buyer:	Buyer's Address:	Draws: <input type="checkbox"/>	
Co-Buyer:			
Buyer's Home #:	Buyer's Work #:	Buyer's Cell #:	
Co-Buyer's Home #:	Co-Buyer's Work #:	Co-Buyer's Cell #:	

Category	Subcategory	Product	Product Description	Room	Type	Qty.	Total Price
Garage	Attic Access	GA-1005	22" Stairs without Attic Flooring above Garage		UPG	1	\$141.70
	Garage Door Open	GO-1000	Garage Door Opener (supplied w/2 remote controllers)		STD	1	\$0.00
	Garage Structure	GF-1000	Unfinished Std Size Garage (includes insulation, drywall, and joints mudded and taped)		STD	462	\$0.00
	Overhead Door	GM-1035	16' x 7' 381 Series OH Door for 2 Car Garage. (If the color of the OH Door is Desert Sand, 313 Series OH Door is used.)		STD	1	\$0.00
	Wireless Keypad	WK-1000	Wireless Keypad for Garage (Match OHD Color)		OPT	1	\$76.50
Great Room	Ceiling Fan Light Kit	LK-1065	GreatRoom 4 Globe Fan Light Kit		OPT	1	\$49.99
			<i>Globe Style</i> Marble				
	Ceiling Fan Selecti	CF-1125	GrtRoom 52" Satin Nickel Ceiling Fan		OPT	1	\$102.84
			<i>Blade Color</i> White				
	Ceiling Style	CS-1001	GreatRoom Chamfer Ceiling		UPG	232	\$928.00
	TV Jack(s)	TVJ-1115	GreatRoom TV Jack		STD	2	\$0.00
House to Garag Door Style		EH-1030	HToGDDoor TS 6 Panel		UPG	1	\$4.38
			<i>Color</i> Pure white				
			<i>SW Color</i>				
HVAC	Air Conditioning	HA-1002	Central Air Conditioning		STD	1250	\$0.00
	Furnace	HF-1001	90% Efficient Gas Furnace		STD	1	\$0.00
	System	HS-1000	Gas Forced Air Overhead (Base)		STD	1250	\$0.00
	Thermostat	HT-1000	Programmable Thermostat		STD	1	\$0.00
Insulation	Style	IS-0100	Standard Insulation - (friction batt in walls and cellulose insulation blown in ceiling - ceiling insulation shall be R-38).		STD	1	\$0.00
Interior Doors	Hardware	IL-2070	Interior Door Hardware Satin Chrome Tylo Knob		UPG	10	\$13.50
			<i>Finish</i>				
	Interior Door Style	II-1001	Painted ProCore Colonial Hollow Core 6 Panel Textured Interior Door - Finish to Match Trim Package.		STD	12	\$0.00
Kitchen	Cabinet Accessorie	CL-1100	Kitchen 1 Lazy Susan and 1 Easy Reach Cabinet		UPG	1	\$75.00



 Buyer Initials Co-Buyer Initials

Lot: 0013 **1304 West Sheffield** **Realtor:** Orr, Patrick
Muncie, IN 47304 **Township:** Center **County:** Delaware **Base Price:** \$116,644.06
Model: Charleston 1120 C Swing: R Type: MODEL Status: Open **Lot Premium:** \$0.00
House SF: 1248 **Garage SF:** 462 **Contract Date:** **Options:** \$9,256.26
House Style: Ranch **Error Count:** 0 **Approval Date:** **Total:** \$125,900.32
Buyer: **Buyer's Address:** **Draws:**
Co-Buyer: **Buyer's Home #:** **Buyer's Work #:** **Buyer's Cell #:**
Co-Buyer's Home #: **Co-Buyer's Work #:** **Co-Buyer's Cell #:**

Category	Subcategory	Product	Product Description	Room	Type	Qty.	Total Price
Kitchen	Cabinets	CC-1002	Kitchen Base Cabinet - Millbridge II Oak Cabinets		STD	1	\$0.00
		<i>Finish</i>	Medium				
	Ceiling Style	CS-1013	Kitchen Flat Ceiling		STD	116	\$0.00
	Crown Molding on	CCM-1000	Kitchen 2 1/4 In Cabinet Crown Molding (Finish shall match kitchen cabinet finish.)		OPT	43	\$215.00
	Dishwasher	AD-1005	Upgrade Dishwasher China/Sani Rinse 22-16192/4/9. Delivery and setup included.		UPG	1	\$31.80
	<i>Color</i>		White				
	Garbage Disposal	PA-1001	1/3 HP Garbage Disposal		STD	1	\$0.00
	Kitchen Faucet	PF-1017	Camerist Chrome Single Lever		UPG	1	\$22.90
	Phone Jack(s)	PHJ-1110	Kitchen Phone Jack		STD	1	\$0.00
	Range	AR-1001	Upgrade Electric Range-Self Clean 22-90912/4. Delivery and setup included.		OPT	1	\$453.18
	<i>Color</i>		White				
	Range exhaust	AH-1000	Range Hood (Base)		STD	1	\$0.00
<i>Color</i>		White					
Refrigerator	AF-1002	Refrigerator with Ice Maker 46-70882/4. Delivery and setup included.		OPT	1	\$534.34	
<i>Color</i>		White					
Sink Style	PK-1015	8" Deep Stainless Steel Kitchen Sink		UPG	1	\$53.44	
<i>Color</i>							
Landscape	Package	LP-1002	Standard Landscape Package includes rough and final grading, seeding, 3 CY mulch bed(s), 10 shrubs (or hosta substitutes), 2 - 1 3/4" dia. trees, 2 - 50' hoses, and 2 sprinklers.		STD	1	\$0.00
Laundry Room	Ceiling Style	CS-1034	Laundry Flat Ceiling		STD	55	\$0.00
	Intersecting Product	CC-1201	Laundry 30 in Base Cabinet - Millbridge II Oak Cabinets		OPT	1	\$159.00
	Storage Selection	CSZ-1000	Laundry 30" Cabinets with Rod (Cabinets shall match kitchen cabinet style and finish.)		UPG	1	\$0.00
Main Bathroom	Bathtub or Shower	BSH-1035	Mainbath 5' Tub-Shower 1 Piece Unit (Base)		STD	1	\$0.00
	<i>Color</i>		White				
	Cabinets	CC-1101	Mainbath Base Cabinet - Millbridge II Oak Cabinets		STD	1	\$0.00
	<i>Finish</i>		Medium				
	Mirror or Medicine Toilet Style	MIR-1025	Mainbath 24" Mirror with Pencil Edge		STD	1	\$0.00
	PS-1010	Standard Round Toilet		STD	1	\$0.00	
<i>Color</i>		White					



 Buyer Initials Co-Buyer Initials

Lot: 0013	1304 West Sheffield	Realtor: Orr, Patrick	Base Price: \$116,644.06
Muncie, IN 47304		Township: Center	County: Delaware
Model: Charleston 1120	C Swing: R	Type: MODEL	Status: Open
House SF: 1248	Garage SF: 462	Contract Date:	Total: \$125,900.32
House Style: Ranch	Error Count: 0	Approval Date:	
Buyer:	Buyer's Address:		Draws: <input type="checkbox"/>
Co-Buyer:			
Buyer's Home #:	Buyer's Work #:	Buyer's Cell #:	
Co-Buyer's Home #:	Co-Buyer's Work #:	Co-Buyer's Cell #:	

Category	Subcategory	Product	Product Description	Room	Type	Qty.	Total Price
Master Bathroo	Bathtub or Shower	BSH-1012	Masterbath 5' Walk-in shower		UPG	1	\$83.00
		Color	White				
	Cabinets	CC-1340	Masterbath Base Cabinet - Millbridge II Oak Cabinets		STD	1	\$0.00
		Finish	Medium				
	Ceiling Style	CS-1048	Masterbath Flat Ceiling		STD	58	\$0.00
	Intersecting Product	SHD-1010	Masterbath Chrm Obsc Shower Door for 5' Shower - (M290 open, slider only)		OPT	1	\$372.50
	Mirror or Medicine Shower Door Finish	MIR-1015	Masterbath 60" Mirror with Pencil Edge		STD	1	\$0.00
		SHD-1000	Masterbath Chrome Shower Door w/Obscure Glass. (price is in intersecting product)		OPT	1	\$0.00
	Toilet Style	PS-1002	Masterbath Standard Round Toilet		STD	1	\$0.00
	Color	White					
Master Bedroo	Ceiling Fan	CF-1015	MasterBR 52" Satin Nickel Ceiling Fan		OPT	1	\$102.84
		Blade Color	White				
	Ceiling Fan Light Kit	LK-1000	MasterBR Marble Bowl Fan Light Kit		OPT	1	\$40.22
		Globe Style	Marble				
	Ceiling Style	CS-1041	MasterBR Flat Ceiling		STD	162	\$0.00
Phone Jack(s)	PHJ-1080	MasterBR Phone Jack		STD	1	\$0.00	
TV Jack(s)	TVJ-1090	MasterBR TV Jack		STD	1	\$0.00	
Misc Fees, Cre	Construction Intere	INT-1000	Construction Interest		STD	1	\$0.00
	House Style	AAA-1005	Ranch		STD	1	\$0.00
	Intersecting Product	INT-1001	Construction Interest		OPT	1248	\$3,744.00
	Inventory Fee	INV-1000	Inventory Fee		OPT	406	\$406.00
	Number of Full Bat	NUM-1000	Number of Full Baths in Home		STD	2	\$0.00
	Squares Footage	AAA-1000	Total Square Footage of House		STD	1248	\$0.00
Subdivision Fee	SUB-1240	Emerald Pointe Project		OPT	1	\$1,200.00	
Painting	Base Paint Packag	PAB-1000	High Scrub Builder's White Paint Walls & Ceilings - (exception: all walls in the kitchen and bath shall be finished with eggshell)		STD	1250	\$0.00
		SW Color					
Patio	Patio Structure	FP-1000	10x12 Non-Structural Patio		STD	1	\$0.00
PCM Only	Product Discount	PRD-1000	Production Discount		OPT	1250	(\$2,500.00)
Plumbing	Water Heater	PW-1000	40 Gallon Gas Water Heater		STD	1	\$0.00
Rear Patio Doo	Door Style	EP-1001	Patio Door 6' Wenco Slider		STD	1	\$0.00
	Color/Exterior		Match Windows				
	SW Color						

Tuesday, March 27, 2007

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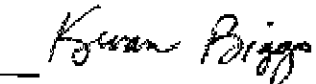

Buyer Initials

Co-Buyer Initials

Lot: 0013	1304 West Sheffield	Realtor: Orr, Patrick	Base Price:	\$116,644.06
Muncie, IN47304		Township: Center	Lot Premium:	\$0.00
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House SF: 1248	Garage SF: 462	Contract Date:	Total:	\$125,900.32
House Style: Ranch	Error Count: 0	Approval Date:		
Buyer:		Buyer's Address:	Draws:	<input type="checkbox"/>
Co-Buyer: Sarah Gunter				
Buyer's Home #:		Buyer's Work #:	Buyer's Cell #:	
Co-Buyer's Home #: 260 760 1261		Co-Buyer's Work #:	Co-Buyer's Cell #:	

Category	Subcategory	Product	Product Description	Room	Type	Qty.	Total Price
Trim	Trim Style	TB-1000	Standard Painted Pine Base and Casing		STD	1250	\$0.00
		Color/Stain	MAB Pure White				
Walk In Closet	Intersecting Product	PD-2040	WlknCls Pocket Door Track Hardware		OPT	1	\$0.00
		PD-2045	WlknCls Pocket Door Latch Hardware		OPT	1	\$0.00
		PD-1005	WlknCls Pocket Door - Finish to Match Trim Package.		OPT	1	\$100.00
Windows	Base Window Product	WS-1014	Wenco Single Hung Windows w/Clear Glass (Base) - Hardware and screens are included.		STD	1	\$0.00
	Color		White				
Options Grand Total							\$9,256.26

Custom Products with an asterisk () indicate that the prices are estimates only. Final pricing will be determined and shall not exceed 30% of the estimate. If estimates are too high appropriate reductions shall also apply.*

	<u>3/27/07</u>		<u>3-27-2007</u>
Purchaser Signature	Date	Co-Purchaser Signature	Date
	<u>3-28-07</u>		<u>3/27/07</u>
Builder Signature	Date	Sales Agent Signature	Date
<hr/>		<hr/>	
Builder Rep Signature	Date		



522 S. 13th Street, P.O. Box 549, Decatur, IN 46733-0549

BUILDERS-REALTORS
PHONE 260-724-9131

SINCE 1961
FAX 260-724-8542

MEMBER H.B.A
TOLL FREE 1-800-589-4332

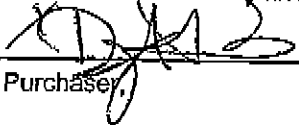
Builder's Supplement to Real Estate Contract


1. Builder agrees to furnish all the labor and materials necessary to construct in a good and workmanlike manner a residence upon the above described property in accordance with plans and specifications which are attached hereto and made a part hereof.
2. In the event that funds are not available from the lender when the home is complete, the builder shall have the right to void this contract.
3. The Purchaser agrees that said dwellings and specifications have been examined by them and that same are acceptable and further agree that any subsequent changes or modifications after the execution of the purchase agreement will involve additional costs and shall be approved by the builder and such extra costs shall be paid in advance. The requested changes shall be accompanied by a \$100 non-refundable check to process the request. The cost of the changes and an additional change order fee will apply.
4. The Builder agrees to furnish insurance on said dwelling during the period of construction to the time of closing or occupancy.
5. Builder shall furnish at Builder's expense a policy of Owner's Title Insurance insuring in Purchaser marketable title to the real estate as of a date after the date hereof. Mortgage Title Insurance, if any, will be a separate policy and all charges, including premium and search, for such Mortgage Title Insurance Policy shall be paid by purchaser. The cost of the Closing Agent will be split 50/50.
6. Builder shall pay for utility services furnished to the real estate until the date of closing or the date of possession, whichever comes first.
7. Builder guarantees all workmanship and materials as provided in and subject to the terms and conditions of the RESIDENTIAL WARRANTY CORPORATION (RWC) insurance warranty documents. The guarantee is in lieu of all other guarantees and warranties, express or implied. The sole and exclusive warranty is expressly subject to purchaser properly maintaining all items connected with home ownership. Purchaser acknowledges they have received a copy of the R.W.C. Warranty.
8. Builder and Purchaser agree that Purchaser cannot and will not occupy the house until all funds are paid to Builder including the finalization of any necessary note and mortgage; unless a rental agreement is signed and agreed upon in advance. Any said rental agreement shall not in anyway waive the responsibility of the Purchaser to aggressively pursue the completion of the note and mortgage since time is of the essence.

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11. It is understood by the purchaser that the Builder shall provide a Surveyor Location Report in lieu of a Survey.
12. It is understood that the Listing Agent in this transaction is acting as a Limited Agent and he or she is in no way the purchaser's agent in this purchase. The Listing Agent must treat the customer truthfully, honestly, fairly, and disclose any known adverse material facts or risk.

Property stakes need to be identified (for fence) by seller.

 _____ 3/27/07 _____ 3/27/07
 Purchaser, Date Co-Purchaser, Date

Agent,  _____ Date _____
 Agency, ERA Eagle Real Estate, Inc. Ideal Suburban Homes, Inc.



522 S. 13th Street, P.O. Box 549, Decatur, IN 46733-0549

BUILDERS-REALTORS

SINCE 1961

MEMBER H.

PHONE 260-724-9131

FAX 260-724-8542

TOLL FREE 1-800-589

A. Warranty

1. For a period of two years, the home will be free from defects caused by faulty workmanship or defective materials.
2. Regarding fixtures, appliances and items of equipment, the warranty is for (1) year or the manufacturer's written warranty, whichever is less.
3. For a period of two years, the home will be free from defects caused by faulty installation of plumbing, electrical, heating, cooling and ventilating systems, exclusive of fixtures, appliances and items of equipment
4. For a period of four years, the home will be free from defects caused by poor workmanship and materials in its roof and roof systems
5. For a period of ten years, the home will be free from major structural defects.
6. The warranty is fully transferable if the homeowner decides to sell their home within the 10-year coverage period. The RWC warranty assures that if the homeowner has a warranted problem within an applicable coverage period, it will be corrected by the builder (in the first two years) or by RWC for major structural defects for the full ten years from the date of closing. Roof and roof systems are covered by Ideal for the first two years and by RWC in years three and four.

Refer to "The Indiana Warranty" booklet from RWC

B. Production Discount

1. To qualify for the production discount , all sections shall be made from pre-priced options on standd production plans.
2. The production discount shall be equal to \$2 per sqft of living space (ie: on a 1200 sqft plan, \$2400 shall be taken off the sales price).
3. The following conditions shall be cause not to qualify for the production discount:
 - i. Any changes to the floor plan including moving interior and/or exterior walls, cabinets, windows, doors or any other variation of the plan that is not a pre-specified structural option.
 - ii. Any option / selection that is not pre-priced in the NewStar sales tool. The only exceptions are interior and exterior light fixtures, appliances, and flooring which shall be allotted for with allowances at the following approved Ideal suppliers:
 Flooring- Mainstreet Flooring
 Light fixtures- Trinity Lighting
 Appliances- Sears Contract Sales
 Conditions:

C. Construction Duration

The construction duration is approximately 120 days from start of foundation to completion. This time frame does not include pre-construction activities and post completion funding activities.

initials:



522 S. 13th Street, P.O. Box 549, Decatur, IN 46733-0549

BUILDERS-REALTORS

SINCE 1961

MEMBER H.

PHONE 260-724-9131

FAX 260-724-8542

TOLL FREE 1-800-589

D. Concrete

1. Owner's Responsibility

The following guidelines are presented to you in an effort to provide you with the best driveway and exterior concrete as possible. Concrete, when placed according to suggested Industry guidelines, is a structurally superior product. Certain conditions, however, can adversely affect your driveway or exterior concrete. If you do not follow these guidelines, your Limited Warranty will not cover any cracking or surface defects that result.

- a. Parking on driveway, even for short periods of time and allowing deicing salts, such as calcium chloride or sodium chloride to drip off of vehicles or dispersed on drive by any other means, also, fertilizer and other similar chemicals may damage the surface of exterior concrete. Any time these chemicals are present on your driveway or exterior concrete they should be cleaned off immediately.
- b. Under no circumstances should materials containing ammonium sulfate or ammonium nitrate ever be put on your driveway or exterior concrete.
- c. Your driveway has been designed for normal residential loads. If you use your driveway for nonresidential purposes, Major Cracking may result, especially if heavy trucks drive regularly on your driveway.
- d. The ground next to your driveway has been carefully graded to avoid excessive water runoff. Don't dig near your driveway or place dirt, gravel or similar material near your driveway. Doing so may cause cracking.
- e. Don't drive on your driveway AT ALL for 3 days after your driveway is completed. Don't let heavy trucks or vans drive on your driveway for 7 days after your driveway is completed.
- f. Ice, snow removal agents, "oil dry" or cat litter, should NOT be used on your driveway or exterior concrete even if their label says safe for concrete. Sand is recommended for exterior concrete.

It is recommended that driveways or exterior concrete be sealed the first fall after construction and at least every other fall thereafter. A high quality approved sealer may be purchased from a ready mix company, hardware or wherever available. This product should be applied to manufacturer's recommendations.

2. Garage Floors

The color of the concrete garage floor is not guaranteed. Due to the nature of ready mix concrete variations in color are to be expected. Buyer may choose to upgrade to a garage floor sealer to provide a uniform color.

E. Windows

Casement windows shall have only 1 active sash per window. For example, a double casement window will have 1 sash that opens and one sash that is fixed. Triple windows will have 1 active sash and 2 that are fixed. Consult your window take-off for details regarding which sash is active.

F. Pricing Structure *N/A - Spec house*

The pricing structure for Ideal Suburban Homes, Inc. to complete a set of "Working Drawings" for any client shall be \$0.40/SF of living space. This fee must be submitted for drawing to commence. (Exception: the fee for all Community Connections funded transactions shall be \$100)

Living SF _____ X \$0.40 = _____ OR Community Connections - \$100.00 flat fee

I have read and understand the above terms:

[Signature]
Purchaser

3/27/07
Date

[Signature]
Co-Purchaser

3/27/07
Date

Phone: (260)724-9131

or (800)589-4332

Fax: (260)724-8542

Ideal Suburban Homes, Inc.

522 S. 13th Street P.O. Box 549
Decatur, Indiana 46733-0549



Landscaping Package

Installed Yard – final graded, seeded, strawed & fertilized.

(10) Shrubs – mature shrub stock to be used.

(2) 1 ¼ inch diameter trees

Mulch bed for the shrubs- Standard BROWN mulch. (Average: 2-3 yards)

(2) 50' hoses and (2) sprinklers shall be left at job for the new home owner.

Tree and Shrub Stock

Use the below legend to identify the landscaping layout.

Trees (1 ¾" trunk diameter):

- A) Green Ash
- B) Red Maple
- C) Silver Maple
- D) Norway Maple
- E) Flowering Crab
- F) Flowering Pear

Shrubs:

- | | Size: |
|------------------------------------|------------|
| 1. Blue Rug Juniper | 15" - 18" |
| 2. Mugo Pine | 15" - 18" |
| 3. Yew | 18" - 24" |
| 4. Pyramidal Arborvitae | 24" height |
| 5. Burning Bush | 18" - 24" |
| 6. Emerald Gayety Euonymus | 15" - 18" |
| 7. Juniper | 18" - 24" |
| 8. Globe Arborvitae | 18" - 24" |
| 9. Crimson Pygmy Barberry (thorny) | 12" - 15" |
| 10. Potentilla | 18" - 24" |
| 11. Spiraea- Gold Flame | 18" - 24" |
| 12. Spiraea- Gold Mound | 18" - 24" |
| 13. Spiraea- Little Princess | 18" - 24" |
| 14. Java Red Weigela | 18" - 24" |
| 15. Yucca | 12" |
| 16. Gold Privet | 18" - 24" |

Flowering Plants: (2 flowering plants can be substituted for 1 shrub- sub 2 shrubs max)

- 17. Daylily
- 18. Hosta

Home buyer agrees to let landscaper use professional discession toward the placement of the above indicated tree/shrub stock and mulch bed

Home buyer agrees to let landscaper use professional discession toward the selection and placement of tree/shrub stock and mulch bed.

Home buyer agrees to complete the tree and shrub stock selections and placement site plan and submit at their pre-construction meeting.

X [Signature]
3/27/07

04/12/06

X [Signature]
3/27/06

LIMITED AGENCY AGREEMENT

(Licensee represents both Seller and Buyer or both Landlord and Tenant)
(Principal or Managing Broker personally represents a client and affiliated Licensee represents other client)

This Limited Agency Agreement ("Agreement") is dated 3/27, 07.

A. BUYER/TENANT ("Buyer"): Dwayne & Rebecca DAVIS

B. SELLER/LANDLORD ("Seller"): Ideal Suburban homes Inc.

C. SUBJECT PROPERTY ("Property"): 1304 W. Sheffield, Muncie, IN

D. NAME OF LIMITED AGENTS(S) ("Licensee"): Patrick Orr

("Purchase price/listed price" shall also mean "lease rate," if applicable. "Licensee" shall refer to any broker or salesperson acting as agent for a party. "Limited agent" means a licensee who, with the written and informed consent of all parties to a real estate transaction, represents both the Seller and Buyer.)

E. LIMITED AGENCY AUTHORIZATION: The Licensee is authorized by Seller and Buyer to represent both of them in this transaction. Seller and Buyer understand that this limited agency relationship may create certain conflicts of interest, and that Licensee is representing two parties whose interests are different or even adverse.

F. ADDITIONAL DISCLOSURES: Seller and Buyer acknowledge that Licensee shall not disclose the following without the informed consent, in writing, of both Seller and Buyer:

- (1) Any material or confidential information, except adverse material facts or risks actually known by the Licensee concerning the physical condition of the Property and facts required by statute, rule, or regulation to be disclosed and that could not be discovered by a reasonable and timely inspection of the Property by the parties.
- (2) That a buyer will pay more than the offered purchase price for the Property.
- (3) That a Seller will accept less than the listed price for the Property.
- (4) What motivates a party to buy, sell or lease the Property.
- (5) Other terms that would create a contractual advantage for one (1) party over another party.

Seller and Buyer acknowledge that there will be no imputation of knowledge or information between any party and the limited agent or among Licensees.

Seller and Buyer acknowledge that they do not have to consent to the limited agency in this transaction.

Seller and Buyer consent voluntarily to Licensee's limited agency capacity and waive any claims, damages, losses, expenses, including attorneys' fees and costs, against Licensee arising from Licensee's role of limited agent.

G. PRIOR AGREEMENTS: Seller and Buyer understand this Agreement does not replace prior agreements with Licensee to represent Seller or Buyer. However, where this Limited Agency Agreement contradicts or conflicts with prior agreements, this Limited Agency Agreement shall supersede.

  (Property Address and/or Initials)
Page 1 of 2 (Limited Agency Agreement)

57 **H. CANCELLATION:** If the Seller and Buyer do not enter into an agreement relating to the Property or if the
 58 transaction fails to close, Seller and Buyer agree that this Agreement is automatically cancelled and the
 59 Licensee's role of limited agent is terminated.
 60

61 By signature below, the parties verify that they understand and approve this Limited Agency
 62 Agreement and acknowledge receipt of a signed copy. This Agreement may be executed
 63 simultaneously or in two or more counterparts, each of which shall be deemed an original, but all of
 64 which together shall constitute one and the same instrument. The parties agree that this Agreement
 65 may be transmitted between them electronically or digitally. The parties intend that electronically or digitally
 66 transmitted signatures constitute original signatures and are binding on the parties. The original document
 67 shall be promptly delivered, if requested.

[Signature] 3/27/07
 BUYER'S SIGNATURE DATE

Dwayne Anthony DAVIS
 PRINTED

 SELLER'S SIGNATURE DATE

 PRINTED

[Signature] 3/27/07
 BUYER'S SIGNATURE DATE

Rebecca Lorraine DAVIS
 PRINTED

 SELLER'S SIGNATURE DATE

 PRINTED



Approved by and restricted to use by members of the Indiana Association of REALTORS®, Inc.
 This is a legally binding contract, if not understood seek legal advice. Form #40. Copyright IAR 2003.

