



Ideal Suburban Homes, Inc. Building Construction Agreement

This contract entered into this Tuesday, May 22, 2007, between **Ideal Suburban Homes, Inc.**, hereinafter referred to as the **Builder**, and Shane David & Myia Lee Starr hereinafter referred to as the **Purchaser**: WHEREAS, Purchaser has agreed to purchase the following described real estate in Jay County, Indiana, to-wit: Lot: 0022 Quincy Place Project
Address: 310 Shrack Lane, Dunkirk

NOW, THEREFORE, WITNESSETH:

1. 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 \$123,944.52.

Earnest Money, to Builder, receipt of which is hereby acknowledged	<u>500⁰⁰</u>	} + GS + MKS
Due at Closing	<u>\$123,944.52</u>	
Total	<u>123,944.52 123,444.52</u>	

2. 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.
3. 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.
4. 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.
5. 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.**
6. The Builder agrees to furnish insurance on said dwelling during the period of construction to the time of closing or occupancy.
7. Purchaser shall assume and pay the taxes upon the Real Estate due and payable in **May 2008**, and all subsequent taxes and assessments.
8. 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.

X GS
Page 1 of 1
X MKS

9. Builder shall pay for the utility services furnished to the real estate until the date of closing or the date of possession, whichever comes first.

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 lien 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.

Shane Starr Purchaser, Myia Starr Co-Purchaser, with handwritten signatures and lines for names.

309 Merry Court, Dunkirk, Indiana, 47336 Address

Contact information for Listing Agent Patrick Orr and Builder Ideal Suburban Homes, Inc. including phone numbers and dates (5/22/07 and 5/23/07).



Ideal Suburban Homes, Inc.

Cost Report for the Quincy Place Project

Lot: 0022	310 Shrack Lane	Realtor: Patrick Orr	Base Price: \$108,836.00
	Dunkirk, IN 47336	Township: Richland County: Jay	Lot Premium: \$0.00
Model: Lafayette	2010 B Swing: L	Type: REG Status: Open	Options: \$15,108.52
House SF: 1651	Garage SF: 462	Contract Date:	Total: \$123,944.52
House Style: 2-Story	Error Count: 0	Approval Date:	
Buyer: Shane Starr	Buyer's Address: 309 Merry Court		Draws: <input type="checkbox"/>
Co-Buyer: Myla Starr	Dunkirk, IN 47336		
Buyer's Home #: 765 766 7857	Buyer's Work #: 865 599 5086	Buyer's Cell #: 865 599 5087	
Co-Buyer's Home #:	Co-Buyer's Work #:	Co-Buyer's Cell #:	

Category	Subcategory	Product	Product Description	Type	Qty.	Total Price
Bath Fixtures	Fixture Kit	FXK-1005	Chateau Single Lever Chrome Bath Fixtures (price includes mounting brackets, toilet paper holder, and 24" towel bar)	STD	1	\$0.00
	Intersecting Product	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	8	\$0.00
Bedroom 2	Ceiling Style	CS-1055	Bedroom2 Flat Ceiling	STD	105	\$0.00
Bedroom 3	Ceiling Style	CS-1062	Bedroom3 Flat Ceiling	STD	105	\$0.00
Cabinets	Cabinet Door Style	CC-1625	Millbridge II Oak Cabinets for Kitchen and Baths <i>Finish</i>	STD	1	\$0.00
	Cabinets for Laund	CU-1002	Laundry Shelf Only Above Washer and Dryer	STD	1	\$0.00
Countertop	Countertop Style	CNT-1000	Kitchen Laminate Countertop w/Base Edge <i>Countertop Color</i> <i>Style or Bevel Color</i>	STD	1	\$0.00
		CNT-1050	Masterbath Laminate Countertop w/Base Edge <i>Countertop Color</i> <i>Style or Bevel Color</i>	STD	1	\$0.00
		CNT-1075	Mainbath Laminate Countertop w/Base Edge <i>Countertop Color</i> <i>Style or Bevel Color</i>	STD	1	\$0.00
		CNT-1100	Halfbath Laminate Countertop w/Base Edge <i>Countertop Color</i> <i>Style or Bevel Color</i>	STD	1	\$0.00
Dining Room	Ceiling Style	CS-1020	DiningRoom Flat Ceiling	STD	116	\$0.00
Dry Wall	Drywall Corners	DC-1001	Standard Square Drywall Corners	STD	18	\$0.00
Electric	Electrical Panel	EPA-1005	200 AMP 20/40 Space Panel	STD	1	\$0.00
	Exterior Fixtures	EF-1000	Exterior Light Package #1 - Base <i>Color</i>	STD	1	\$0.00

Tuesday, May 22, 2007

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Buyer Initials

MCS
Co-Buyer Initials

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House Style: 2-Story	Error Count: 0	Approval Date:			Total: \$123,944.52
Buyer: Shane Starr	Buyer's Address: 309 Merry Court			Draws: <input type="checkbox"/>	
Co-Buyer: Myia Starr	Dunkirk, IN 47336				
Buyer's Home #: 765 768 7857	Buyer's Work #: 865 599 5086	Buyer's Cell #: 865 599 5087			
Co-Buyer's Home #:	Co-Buyer's Work #:	Co-Buyer's Cell #:			

Category	Subcategory	Product	Product Description	Type	Qty.	Total Price
Electric	Interior Fixtures	EO-1001 <i>Color</i>	Interior Light Package #2	UPG	1	\$75.00
	Phone Jack	EL-1050	Additional Phone Jack (Location Listed Below) Master bedroom Kitchen bedroom 2 bedroom 3 family room sunroom	OPT	4	\$100.00
		EL-1065	Phone Jacks - 1 for Kitchen and 1 for Mstr Bedroom (standard with house)	STD	2	\$0.00
	Plate Covers	EV-1000 <i>Color</i>	Electric Plate Cover	STD	1	\$0.00
	TV Jack	EL-1055	Additional TV Jack (Location Listed Below) Master bedroom bedroom 2 bedroom 3 family room	OPT	1	\$25.00
		EL-1070	TV Jacks - 2 for Great Room and 1 for Mstr Bedroom (standard with house)	STD	3	\$0.00
Energy Efficient	Energy Efficiency	EE-1000	Energy Efficiency Package which includes Low-E windows and R-45 attic insulation.	OPT	1	\$500.00
Exterior Finish	Brick	BB-1003 <i>Color</i>	Partial Front Brick	OPT	100	\$900.00
	Gable Vent	XV-1001 <i>Color</i>	Gable Vent Per Elevation	STD	4	\$0.00
	Porch Post	XP-1020 <i>Color</i> <i>SW Color</i>	Square Smooth Vinyl Post (4" x 4")	STD	5	\$0.00
	Railing	XR-1000 <i>Color</i> <i>SW Color</i>	Vinyl Railing w/Square Spindles	STD	20	\$0.00
	Roof	RS-1001 <i>Color</i>	Certainteed XT25 Roof Shingles	STD	1320	\$0.00
	Roof Vent	RV-1000 <i>Color</i>	Pod Roof Vents	STD	1	\$0.00
	Shutters	XU-1002 <i>Color</i> <i>Style</i>	Front Elevation Prefinished Shutters	STD	3	\$0.00
	Siding	XS-1001 <i>Color</i> <i>Style</i>	Proside Base Vinyl Siding	STD	1507	\$0.00

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Co-Buyer's Home #:	Co-Buyer's Work #:	Co-Buyer's Cell #:			

Category	Subcategory	Product	Product Description	Type	Qty.	Total Price
Exterior Finish	Soffit	XO-1000	Soffit - Gutter color selection shall match soffit color selection. <i>Color</i>	STD	1	\$0.00
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.) <i>Carpet Color</i> <i>HS/Vinyl</i>	STD	1507	\$0.00
Front Door	Door Style	ES-1215	Front Door TS 660 CL <i>Color</i> <i>SW Color</i>	UPG	1	\$42.88
	Hardware Style	EL-1010	Front Door Exterior Handleset Dexter Barcelona. Finish to match Interior Hardware Finish. Must select interior hardware from the Dexter Series.	STD	1	\$0.00
Garage	Attic Access	GA-1010	Scuttle Attic Access above 2 Car Garage (Attic access sized for future 22" x 54" pull down stairs.)	STD	1	\$0.00
	Garage Door Opener	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	GH-1040	16' x 7' 391 Series OH Door for 2 Car Garage (If the color of the OH Door is Desert Sand, 313 Series OH Door is used.) <i>Color</i> <i>Window</i>	UPG	1	\$240.00
Great Room	Ceiling Style	CS-1006	GreatRoom Flat Ceiling	STD	73	\$0.00
Half Bathroom	Cabinets	CC-1495	HalfBath Base Cabinet - Millbridge II Oak Cabinets <i>Finish</i>	STD	1	\$0.00
	Mirror or Medicine	MIR-1045	HalfBath 24" Mirror with Pencil Edge	STD	1	\$0.00
	Toilet Style	PS-1030	HalfBath Elongated Toilet <i>Color</i>	UPG	1	\$72.00

Tuesday, May 22, 2007

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Page 3 of 7

Cost Report for the Quincy Place Project

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Co-Buyer: Myia Starr	Dunkirk, IN 47336				
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Category	Subcategory	Product	Product Description	Type	Qty.	Total Price
House to Garag Door Style		EH-1033 <i>Color</i> <i>SW Color</i>	House to Garage Door - TS 6 Panel	STD	1	\$0.00
HVAC	Air Conditioning	HA-1002	Central Air Conditioning	STD	1507	\$0.00
	Furnace	HF-1002	90% Efficient Gas Furnace	STD	1	\$0.00
	System	HS-1000	Gas Forced Air Overhead (Base)	STD	1507	\$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-2080	Interior Door Hardware Dexter Corona Knob. Front door Handleset must be the Dexter Barcelona Handleset.	STD	9	\$0.00
		<i>Finish</i>				
	Interior Door Styles	IND-1000 <i>Style</i> <i>Color</i>	Painted Hollow Core Interior Doors	STD	11	\$0.00
Kitchen	Cabinet Accessorie	CL-1085	Kitchen 2 Lazy Susans and 1 Easy Reach Cabinet	UPG	2	\$150.00
	Cabinets	CC-1002 <i>Finish</i>	Kitchen Base Cabinet - Millbridge II Oak Cabinets	STD	1	\$0.00
	Dishwasher	AD-1007 <i>Color</i>	Premium Dishwasher Ultrawash 22-16012/4/9. Delivery and setup included	UPG	1	\$127.20
	Garbage Disposal	PA-1001	1/3 HP Garbage Disposal	STD	1	\$0.00
	Kitchen Faucet	PF-1003	Chateau Chrome Loop Handle Kitchen Faucet	STD	1	\$0.00
	Range exhaust	AM-1000	Range Hood (Base)	STD	1	\$0.00
		AM-1010	Kitchen Exhaust Vent to Outside- (best effort shall be made to run exhaust vent in the wall cavity, however, wall and truss design may require a vent chase to be installed above the cabinets)	OPT	1	\$75.00
		<i>Color</i>				
	Sink Style	PK-1015 <i>Color</i>	8" Deep Stainless Steel Kitchen Sink	UPG	1	\$53.44

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Category	Subcategory	Product	Product Description	Type	Qty.	Total Price
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	50	\$0.00
Main Bathroom	Bathtub or Shower	BSH-1035 <i>Color</i>	Mainbath 5' Tub-Shower 1 Piece Unit (Base)	STD	1	\$0.00
	Cabinets	CC-1101 <i>Finish</i>	Mainbath Base Cabinet - Millbridge II Oak Cabinets	STD	1	\$0.00
	Mirror or Medicine	MIR-1040	Mainbath 48" Mirror with Pencil Edge	STD	1	\$0.00
	Toilet Style	PS-1015 <i>Color</i>	Mainbath Elongated Toilet	UPG	1	\$72.00
Master Bathroo	Bathtub or Shower	BSH-1000 <i>Color</i>	Masterbath 5' Tub-Shower 1 Piece Unit (Base)	STD	1	\$0.00
	Cabinets	CC-1340 <i>Finish</i>	Masterbath Base Cabinet - Millbridge II Oak Cabinets	STD	1	\$0.00
	Ceiling Style	CS-1048	Masterbath Flat Ceiling	STD	60	\$0.00
	Mirror or Medicine	MIR-1010	Masterbath 48" Mirror with Pencil Edge	STD	1	\$0.00
	Toilet Style	PS-1000 <i>Color</i>	Masterbath Elongated Toilet	UPG	1	\$72.00
Master Bedroo	Ceiling Style	CS-1041	MasterBR Flat Ceiling	STD	254	\$0.00
Misc Fees, Cre	Construction Intere	INT-1000	Construction Interest	STD	1	\$0.00
	House Style	AAA-1010	Two Story	STD	1	\$0.00
	Intersecting Produc	INT-1001	Construction Interest	OPT	1507	\$4,521.00
	Number of Full Bat	NUM-1000	Number of Full Baths in Home	STD	2	\$0.00
	Square Footage	AAA-1000	Total Square Footage of House	STD	1507	\$0.00
	Subdivision Fee	SUB-1135	Quincy Place Project	OPT	1	\$163.00
Patio	Patio Structure	FP-1000	10x12 Non-Structural Patio	STD	1	\$0.00
Plumbing	Water Heater	PW-1000	40 Gallon Gas Water Heater	STD	1	\$0.00

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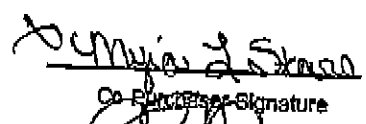
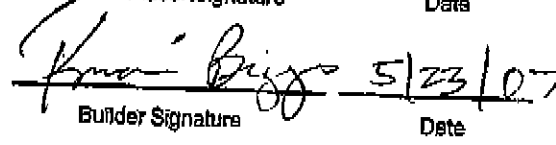

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Rear Patio Doo	Door Style	EP-1001	PatioDoor 6' Wenco Slider <i>Color/Exterior SW Color</i>	STD	1	\$0.00
Stairs	Stairs	SS-1001	Stairs Painted Poplar Spindles w/Painted Handrail. Paint shall match trim package. <i>Custom SW Color</i>	STD	1	\$0.00
Sunroom 12'x12	Intersecting Product	INT-1010	Sun12x12 Construction Interest	OPT	144	\$432.00
		SFL-1015	Sun12x12 Base Carpet	OPT	144	\$0.00
		TB-1035	Sun12x12 Standard Painted Pine Base and Casing (Base).	OPT	144	\$0.00
		WS-1040	Sun12x12 Wenco Single Hung Windows (Base)-Double Hung	OPT	1	\$0.00
		Sunroom Structure SR-1005	12x12 Sunroom Structure w/flat ceiling unless otherwise specified <i>Sunroom to have six windows, two in each wall- using one window ^{From} at back wall of great room. Dining room slider door to remain with dining room. Sunroom to be built at edge of patio and left offset at great room. Remaining window at back wall of great room to center at remainder of great room wall.</i>	OPT	144	\$7,488.00
Trim	Trim Style	TB-1000	Standard Painted Pine Base and Casing <i>Color/Stain</i>	STD	1507	\$0.00
Windows	Base Window Prod	WS-1014	Wenco Single Hung Windows w/Clear Glass (Base) - Hardware and screens are included. <i>Color</i>	STD	1	\$0.00

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Category	Subcategory	Product	Product Description	Type	Qty.	Total Price
Options Grand Total						\$15,108.52

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.*

 Purchaser Signature	<u>5/22/07</u> Date	 Co-Purchaser Signature	<u>5/22/07</u> Date
 Builder Signature	<u>5/23/07</u> Date	 Realtor Signature	<u>5/22/07</u> Date
_____ Builder Rep Signature	_____ Date		

*If Bathrooms have windows - windows to be DBL Hung. please specify.
Thanks*

SHANE D. STARR
MYIA L. STARR
309 MERRY COURT
DUNKIRK, IN 47336

71-623/749
482319800

1178

DATE

5/22/07

PAY TO THE
ORDER OF

Five hundred 00/100 DOLLARS

\$ 500.00



HARRIS.

Harris N.A.

Harris Bank
Member FDIC

MEMO
States Quince Place

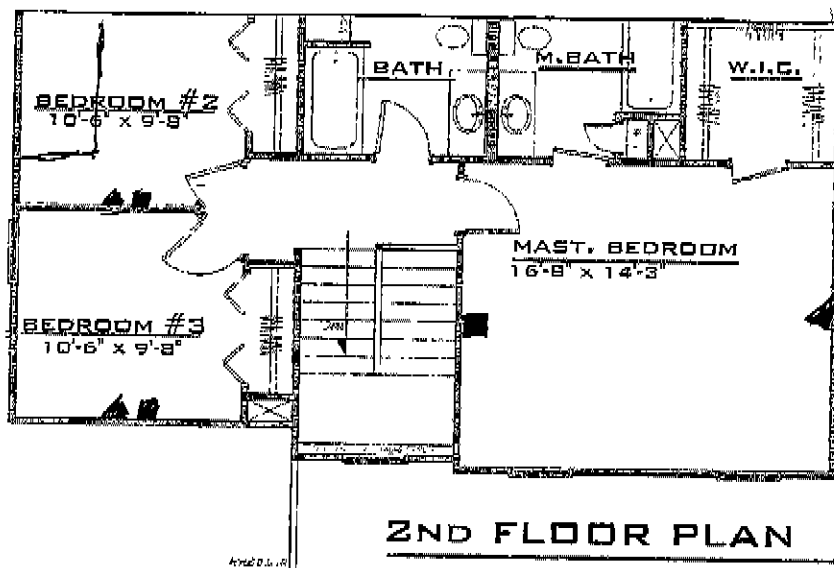
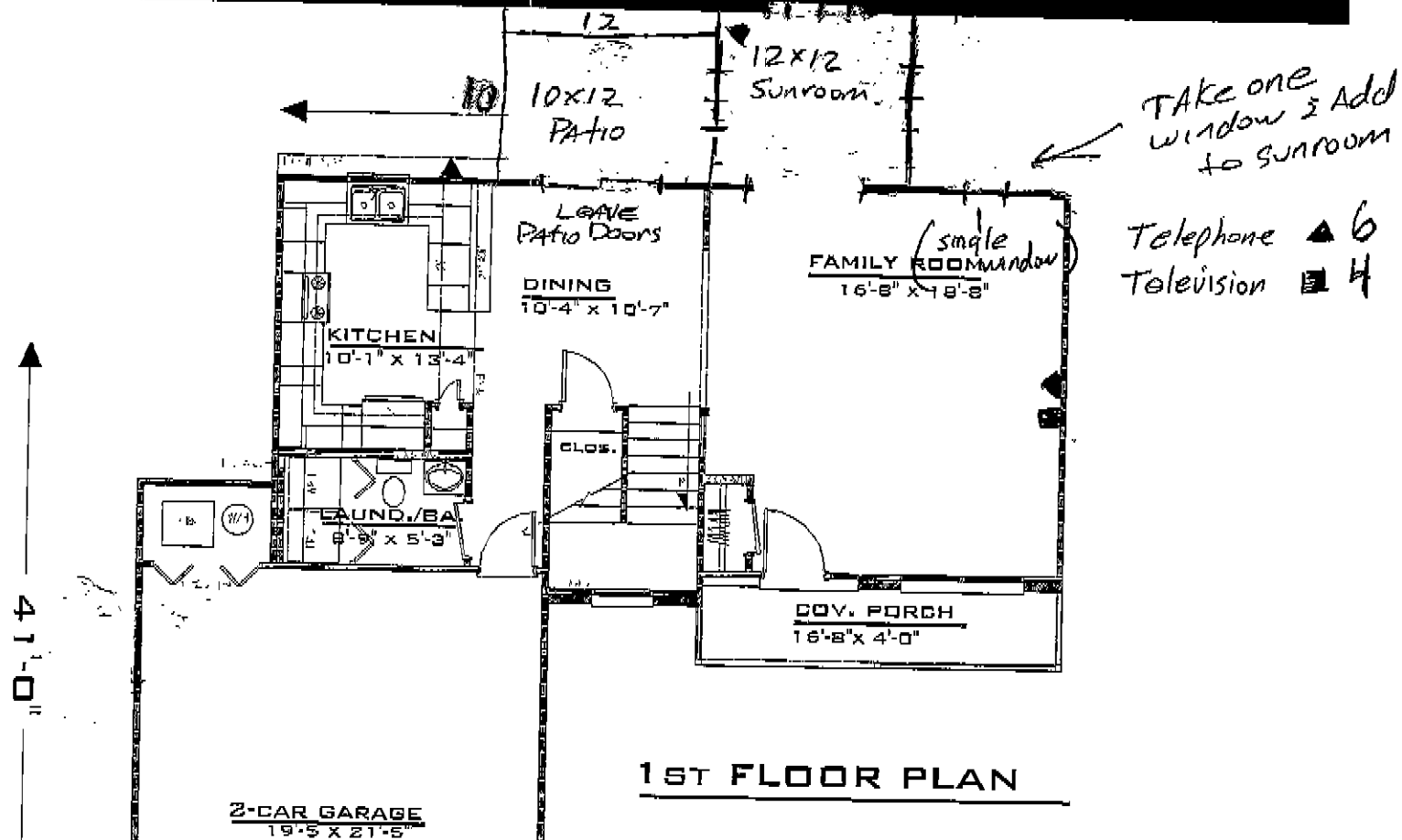
Myia L. Starr

⑆074913233⑆

4383919900⑈

MP

LAFAYETTE 1507



First Floor: 751 SF
 2nd Floor: 756 SF
 Garage: 462 SF

Actual plan may vary from flyer



522 S. 13th Street P.O. Box 549 Decatur, Indiana 46733
 Phone: (260)724-9131 or (800)589-4332 Fax: (260)724-8542
 Visit our website at: www.ideal-builders.com

Over 40 Years of Home Building Experience in NE Indiana

Handwritten notes:
 CC
 5/22/07
 XMS
 5/22/07



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 1-800-589-433

Referral Form

Person making the referral (referrer)

NAME: Shane & Myia Starr

ADDRESS: _____

PHONE: _____

EMAIL: cbelstarr@aol.com

Person that is being referred (referee)

NAME: Bary & Mary Wilson

ADDRESS: 309 Merry Ct
Dunkirk, TN 47836

PHONE: 768-7887

EMAIL: _____

Referral Policy

Ideal Suburban Homes, Inc. shall pay \$500 to any individual that refers a home buyer to Ideal if ALL the following conditions are met:

The person that makes the referral (referrer) must fill out an Ideal Suburban Homes Referral Form and submit the form to Ideal.

The person that was referred (referee) must register with Ideal on their first visit to a model home or Ideal sales office.

The referee must purchase a home from Ideal.

The Referral shall be void if:

The referee is represented by any sales agent that is not directly affiliated to Ideal Suburban Homes.

The referee has previously made direct contact with an affiliated Ideal sales agent regarding the purchase of an Ideal home.

I understand the terms of the referral policy.

Signature of Referrer

Shane Starr

5/22/07

Date

Submit to: Ideal Suburban Homes, Inc.
PO Box 549
Decatur, IN 46733

or Fax: 260-724-(offers)



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

Disclaimer of Responsibility for Owner-Supplied Materials

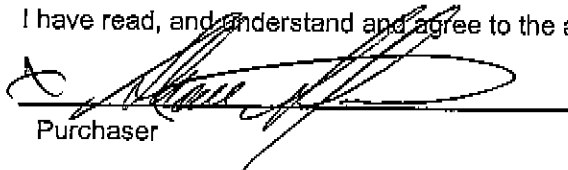
As a professional contractor, Ideal Suburban Homes, Inc. accepts full responsibility and liability for all materials and labor that we supply. Naturally, we cannot do this for materials that you choose to supply.

In order to eliminate any potential misunderstandings, please be aware of the following obligations you assume when you choose to have us work with owner-supplied materials:

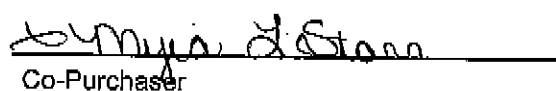
1. Ideal Suburban Homes, Inc. must be made aware of any owner supplied material at the pre-construction meeting.
2. As the supplier of materials, you must assume full responsibility and liability for ordering correctly and on time, and for receiving and inspecting all of your materials. At the job site, you will also be responsible for moving your materials to the room in which they are to be installed.
3. In the event of missing or damaged parts, the wrong material being ordered or delivered, or any other problem concerning your supplied materials and products, you must assume full responsibility and liability for returning and exchanging them, as well as negotiating the terms of resolution with the seller.
4. You must understand that missing or broken pieces or wrong materials may alter our work schedule and may result in additional time charges to you at regular hourly rates.
5. As the supplier of materials, you must assume full responsibility and liability for assuring that the products meet all applicable codes and ordinances.
6. As the supplier of materials, you must assume full responsibility and liability for all guarantees and warranties pertaining to these materials. You shall hold the contractor harmless for any product or system malfunctions related to defective products purchased from other sources.
7. You must understand that the above conditions do not encompass all possible circumstances that could delay work or result in additional job costs stemming from owner-supplied materials.

Please list the materials/labor that is owner supplied:

I have read, and understand and agree to the above terms and conditions.


 Purchaser

5/22/07
 Date


 Co-Purchaser

5/22/07
 Date

Builder, Ideal Suburban Homes, Inc.

Date



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Client Name: Shane Starr
 309 Merry Court
 Dunkirk IN 47336
 Home Phone: 765 768 7857
 Business Phone: 865 599 5086
 Cell Phone: 865 599 5087
 Quincy Place Project
 310 Shrack Lane
 Model Lafayette 2010 B Swing L
 Lot 0022

Landscaping Package

1. Installed Yard - final graded, seeded, strawed, and fertilized
2. (10) Shrubs for single family homes and villas - (15) shrubs for each side of a duplex villa - mature shrub stock to be used
3. (2) 2" diameter trees
4. Mulch bed for the shrubs - Standard BROWN mulch. (Average: 2-3 yards)
5. (2) 50' hoses and (2) sprinklers shall be left at job for the new home owner.
6. Follow up fertilization after germination.

Tree and Shrub Stock

Use the below legend to identify the landscaping layout.

Trees (2" trunk diameter):

- | | |
|------------------------|---------------------------------|
| A) Mountain Ash | E) Norway Maple |
| B) Red Maple | F) Flowering Crab (1" - 1 1/4") |
| C) Silver Maple | G) Flowering Pear |
| D) Canadian Red Cherry | H) Ardmore Elm |

(The above trees are all subject to availability.)

Shrubs:	Size:	Shrubs:	Size:
1. Blue Rug Juniper	15" - 18"	10. Crimson Pygmy Barberry (thorny)	12" - 15"
2. Mugo Pine	15" - 18"	11. Potentilla	18" - 24"
3. Yew	18" - 24"	12. Spirea - Gold Flame	18" - 24"
4. Pyramidal Arborvitae	24" height	13. Spirea - Gold Mound	18" - 24"
5. Burning Bush	18" - 24"	14. Spirea - Little Princess	18" - 24"
6. Emerald Gayety Euonymus	15" - 18"	15. Java Red Weigela	18" - 24"
7. Juniper	18" - 24"	16. Yucca	12"
8. Globe Arborvitae	18" - 24"	17. Gold Privet	18" - 24"
9. Available Grasses			

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

- | | | | |
|-------------|-----------|------------------------|----------------------|
| 17. Daylily | 18. Hosta | 19. Purple Cone Flower | 20. Black Eyed Susan |
|-------------|-----------|------------------------|----------------------|

- Home buyer agrees to let landscaper use professional discretion toward the PLACEMENT of the above indicated tree/shrub stock and mulch bed.
- Home buyer agrees to let landscaper use professional discretion toward the SELECTION AND PLACEMENT of the above 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.
- Home buyer agrees to have landscaper contact them for SELECTIONS AND PLACEMENT of all tree and shrub stock.

Purchaser

5/22/07
Date

Co-Purchaser

5/22/07
Date



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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 selections shall be made from pre-priced options on standard 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.

[Handwritten signature]
[Handwritten signature]

Initials: _____



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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

~~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~~

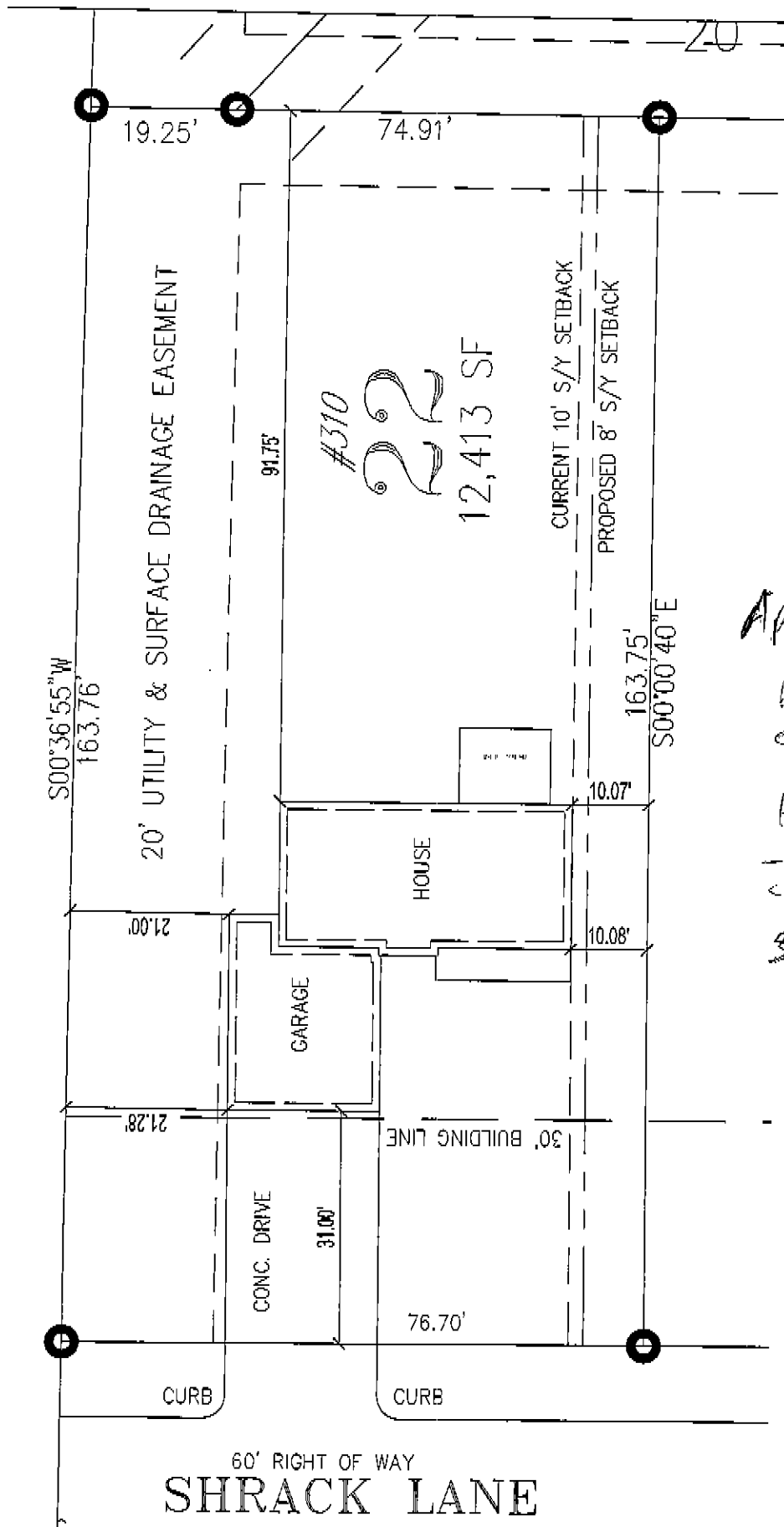
I have read and understand the above terms:

[Signature]
Purchaser

5/22/07
Date

[Signature]
Co-Purchaser

5/22/07
Date



60' RIGHT OF WAY
SHRACK LANE

Approved
Per Steve Fields
5/22/07

NORTH

- NOTES:
1. CENTER WALK ON PORCH OPENING.
 2. USE RADIUS CURVE ON WALK.
 3. ALL DIMENSIONS TO FNDTN LINES.

SITE PLAN
 SCALE: 1" = 20'

X SS 5/22/07
X MS 5/22/07

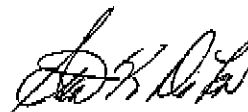
Pre-Approval for Property located at: To Be Determined
Dunkirk, In

Borrowers: Shane and Myia Starr
Financing Type: Conventional
Purchase Price: \$125,000.00

We are pleased to inform you that the applicant indicated above has been pre-approved for mortgage financing. Based on that pre-approval, the borrower is qualified to purchase a home. This is a credit pre-approval and is based on the financial characteristics of the borrower at this time. Any adverse change in borrowers' qualifications could void this pre-approval. A mortgage loan for this borrower will be subject to clearing any loan pre-approval conditions i.e. asset, employment and receipt of satisfactory title report.

Please call our office to discuss conditions and coordinate closing dates. If you have any questions about this pre-approval, please contact me.

Sincerely,



Steven K DeLon
Mortgage Advisor
GMAC Mortgage
(765) 459-8013

Detailed Audit Report

Quincy Place Project Model 2010 Elevation B Lot 0022

Category	SubCategory	Adm	Line	Product	Product Description	Price	Error
Bath Fixtures	Fixture Kit	1	40	FXK-1005	Chateau Single Lever Chrome Bath Fi	STD	\$0.00
	Intersecting Products	1	41	BAC-1000	Chateau Chrome Paper Holder	OPT	\$0.00
		1	42	BAC-1010	Chateau Chrome 24" Towel Bar	OPT	\$0.00
		1	43	MBK-1005	Mounting Brackets for Bath Accessorie	OPT	\$0.00
Half Bathroom	Cabinets	1	10	CC-1495	HalfBath Base Cabinet - Millbridge II	STD	\$0.00
	Mirror or Medicine Cabine	1	60	MIR-1045	HalfBath 24" Mirror with Pencil Edge	STD	\$0.00
	Toilet Style	1	97	PS-1030	HalfBath Elongated Toilet	UPG	\$72.00
Main Bathroom	Bathtub or Shower	1	6	BSH-1035	Mainbath 5' Tub-Shower 1 Piece Unit (STD	\$0.00
	Cabinets	1	8	CC-1101	Mainbath Base Cabinet - Millbridge II	STD	\$0.00
	Mirror or Medicine Cabine	1	59	MIR-1040	Mainbath 48" Mirror with Pencil Edge	STD	\$0.00
	Toilet Style	1	96	PS-1015	Mainbath Elongated Toilet	UPG	\$72.00
Master Bathroom	Bathtub or Shower	1	5	BSH-1000	Masterbath 5' Tub-Shower 1 Piece Uni	STD	\$0.00
	Cabinets	1	9	CC-1340	Masterbath Base Cabinet - Millbridge I	STD	\$0.00
	Ceiling Style	1	21	CS-1048	Masterbath Flat Ceiling	STD	\$0.00
	Mirror or Medicine Cabine	1	58	MIR-1010	Masterbath 48" Mirror with Pencil Edge	STD	\$0.00
Master Bedroom	Toilet Style	1	98	PS-1000	Masterbath Elongated Toilet	UPG	\$72.00
	Ceiling Style	1	20	CS-1041	MasterBR Flat Ceiling	STD	\$0.00
Bedroom 2	Ceiling Style	1	22	CS-1055	Bedroom2 Flat Ceiling	STD	\$0.00
Bedroom 3	Ceiling Style	1	23	CS-1062	Bedroom3 Flat Ceiling	STD	\$0.00
Cabinets	Cabinets for Laundry Roo	1	24	CU-1002	Laundry Shelf Only Above Washer and	STD	\$0.00
	Cabinet Door Style	1	11	CC-1625	Millbridge II Oak Cabinets for Kitchen	a STD	\$0.00
Countertop	Countertop Style	1	13	CNT-1000	Kitchen Laminate Countertop w/Base	STD	\$0.00
		1	14	CNT-1050	Masterbath Laminate Countertop w/Ba	STD	\$0.00
		1	15	CNT-1075	Mainbath Laminate Countertop w/Base	STD	\$0.00
		1	16	CNT-1100	Halfbath Laminate Countertop w/Base	STD	\$0.00
Dining Room	Ceiling Style	1	18	CS-1020	DiningRoom Flat Ceiling	STD	\$0.00

Page 1 of 1

Category	SubCategory	Addm	Line Product	Product Description	Price	Error
Front Door	Hardware Style	1	29 EL-1010	Front Door Exterior Handset Dexter	STD	\$0.00
	Door Style	1	90 ES-1215	Front Door TS 660 CL	UPG	\$42.88
House to Garage D	Door Style	1	28 EH-1033	House to Garage Door - TS 6 Panel	STD	\$0.00
Interior Doors	Interior Door Styles	1	53 IND-1000	Painted Hollow Core Interior Doors	STD	\$0.00
	Hardware	1	52 IL-2080	Interior Door Hardware Dexter Corona	STD	\$0.00
Rear Patio Door	Door Style	1	33 EP-1001	PatioDoor 6' Wenco Slider	STD	\$0.00
Dry Wall	Drywall Corners	1	25 DC-1001	Standard Square Drywall Corners	STD	\$0.00
Electric	Exterior Fixtures	1	27 EF-1000	Exterior Light Package #1 - Base	STD	\$0.00
	Interior Fixtures	1	85 EO-1001	Interior Light Package #2	UPG	\$75.00
	Electrical Panel	1	34 EPA-1005	200 AMP 20/40 Space Panel	STD	\$0.00
	Phone Jack	1	86 EL-1050	Additional Phone Jack (Location Listed OPT		\$100.00
	Plate Covers	1	30 EL-1065	Phone Jacks - 1 for Kitchen and 1 for	STD	\$0.00
	TV Jack	1	36 EV-1000	Electric Plate Cover	STD	\$0.00
		1	87 EL-1055	Additional TV Jack (Location Listed BelOPT		\$25.00
		1	31 EL-1070	TV Jacks - 2 for Great Room and 1 for	STD	\$0.00
Energy Efficiency	Energy Efficiency	1	88 EE-1000	Energy Efficiency Package which inclu	OPT	\$500.00
Exterior Finish	Brick	1	89 BB-1003	Partial Front Brick	OPT	\$900.00
	Porch Post	1	75 XP-1020	Square Smooth Vinyl Post (4" x 4")	STD	\$0.00
	Railing	1	76 XR-1000	Vinyl Railing w/Square Spindles	STD	\$0.00
	Roof	1	69 RS-1001	Certainfeed XT25 Roof Shingles	STD	\$0.00
	Roof Vent	1	70 RV-1000	Pod Roof Vents	STD	\$0.00
	Shutters	1	78 XU-1002	Front Elevation Prefinished Shutters	STD	\$0.00
	Siding	1	77 XS-1001	Proside Base Vinyl Siding	STD	\$0.00
	Soffit	1	74 XO-1000	Soffit - Gutter color selection shall mat	STD	\$0.00
	Gable Vent	1	79 XV-1001	Gable Vent Per Elevation	STD	\$0.00
Flatwork	Driveway	1	26 DRV-1000	Driveway width	STD	\$0.00
	Foundation Type	1	38 FND-1000	Slab Foundation	STD	\$0.00
Flooring	Base Flooring Package	1	37 FLB-1000	Main Flooring Selection for Home - Ba	STD	\$0.00
Garage	Attic Access	1	44 GA-1010	Scuttle Attic Access above 2 Car Gara	STD	\$0.00

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Category	SubCategory	Addm	Line Product	Product Description	Price	Error
Garage	Garage Door Opener	1	47 GO-1000	Garage Door Opener (supplied w/2 re	STD	\$0.00
	Overhead Door	1	91 GH-1040	16' x 7' 391 Series OH Door for 2 Car	UPG	\$240.00
	Garage Structure	1	45 GF-1000	Unfinished Std Size Garage (includes	STD	\$0.00
Great Room	Ceiling Style	1	17 CS-1006	GreatRoom Flat Ceiling	STD	\$0.00
HVAC	Air Conditioning	1	48 HA-1002	Central Air Conditioning	STD	\$0.00
	Furnace	1	49 HF-1002	90% Efficient Gas Furnace	STD	\$0.00
	System	1	50 HS-1000	Gas Forced Air Overhead (Base)	STD	\$0.00
	Thermostat	1	51 HT-1000	Programmable Thermostat	STD	\$0.00
Insulation	Style	1	56 IS-0100	Standard Insulation - (friction batt in wa	STD	\$0.00
Kitchen	Cabinet Accessories	1	95 CL-1085	Kitchen 2 Lazy Susans and 1 Easy Re	UPG	\$150.00
	Cabinets	1	7 CC-1002	Kitchen Base Cabinet - Millbridge II	STD	\$0.00
	Garbage Disposal	1	62 PA-1001	1/3 HP Garbage Disposal	STD	\$0.00
	Dishwasher	1	92 AD-1007	Premium Dishwasher Ultrawash 22-16	UPG	\$127.20
	Range exhaust	1	4 AH-1000	Range Hood (Base)	STD	\$0.00
	Kitchen Faucet	1	93 AM-1010	Kitchen Exhaust Vent to Outside- (best	OPT	\$75.00
	Sink Style	1	63 PF-1003	Chateau Chrome Loop Handle Kitchen	STD	\$0.00
	Sink Style	1	94 PK-1015	8" Deep Stainless Steel Kitchen Sink	UPG	\$53.44
Landscape	Package	1	57 LP-1002	Standard Landscape Package includes	STD	\$0.00
Laundry Room	Ceiling Style	1	19 CS-1034	Laundry Flat Ceiling	STD	\$0.00
Misc Fees, Credits,	Construction Interest	1	100 INT-1000	Construction Interest	STD	\$0.00
	Number of Full Baths	1	61 NUM-1000	Number of Full Baths in Home	STD	\$0.00
	House Style	1	2 AAA-1010	Two Story	STD	\$0.00
	Square Footage	1	1 AAA-1000	Total Square Footage of House	STD	\$0.00
	Subdivision Fee	1	99 SUB-1135	Quincy Place Project	OPT	\$163.00
	Intersecting Products	1	102 INT-1001	Construction Interest	OPT	\$4,521.00
Patio	Patio Structure	1	39 FP-1000	10x12 Non-Structural Patio	STD	\$0.00
Plumbing	Water Heater	1	68 PW-1000	40 Gallon Gas Water Heater	STD	\$0.00
Stairs	Stairs	1	71 SS-1001	Stairs Painted Poplar Spindles w/Paint	STD	\$0.00
Sunroom 12'x12'	Sunroom Structure	1	80 SR-1005	12x12 Sunroom Structure w/flat ceiling	OPT	\$7,488.00

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Category	SubCategory	Addm Line Product	Product Description	Price Error
Sunroom 12'x12'	Intersecting Products	1 101 INT-1010	Sun12x12 Construction Interest	OPT \$432.00
		1 82 SFL-1015	Sun12x12 Base Carpet	OPT \$0.00
		1 83 TB-1035	Sun12x12 Standard Painted Pine Base	OPT \$0.00
		1 84 WS-1040	Sun12x12 Wenco Single Hung Windo	OPT \$0.00
Trim	Trim Style	1 72 TB-1000	Standard Painted Pine Base and Casin	STD \$0.00
Windows	Base Window Product	1 73 WS-1014	Wenco Single Hung Windows w/Clear	STD \$0.00

457
 Page 4 of 4
 X

**DEDICATION, PROTECTIVE RESTRICTION, COVENANT
AND EASEMENTS AS PART OF THE PLAT OF QUINCY
PLACE SUBDIVISION, DUNKIRK, INDIANA**

The undersigned, Biggs, Inc., owners of the real-estate known as Quincy Place Subdivision, do now and hereby cause said real estate to be platted into lots, streets and easements in accordance with the plan and plat attached thereto, subject to the covenants, restrictions and limitations hereinafter set forth. The provisions herein contained are for the mutual benefit and protection of the owners and occupiers, present and future, of any and all lots in said addition and they shall run with and bind the land and shall inure to the benefit of and be enforceable by the owners and occupiers of any lot or lots in the addition and their successors, grantees and assigns. The owners and occupiers, present and future, of any lot or lots in the addition shall be entitled to injunctive relief against any violation or attempted violation of the provisions hereof and also to damages for any injury resulting from any violation thereof, but there shall be no right of reversion, re-entry or forfeiture of title resulting from any violation. Lot Owners are informed that this is the first of several sections of a larger and similar type subdivision and these covenants will be modified to include the new sections as a part of the Quincy Place Community Association.

1. **Land Use** - No lot shall be used except for Single Family Residential purposes. Single family dwellings not to exceed two stories in height.
2. **Building Lines** - No structure shall be located on a lot nearer to the front Lot line, or nearer to the side street line than the minimum building setback lines shown on the plat. In any event, no building shall be located nearer than a distance of five (5) feet - or ten (10) percent of the Lot width, whichever is greater - to an interior Lot line. No dwelling shall be located on an interior Lot line near than five (5) feet to the rear Lot line.
3. **Dwelling Size** - No dwelling constructed on the tract or parcel shall have a minimum ground area, exclusive of open porches, breezeways and garages of less than 950 square feet for a one-story dwelling or 720 square feet for more than one story dwelling.
4. **Garages** - Each house shall include at least a one-car garage that shall be built as a part of said structure and attached thereto.
5. **Driveway** - All driveways from the street to the garage shall be concrete with a minimum width of 10 feet.
6. **Livestock and Poultry** - No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purposes.

X *[Signature]* 5/22/07
X *[Signature]* 5/22/07

7. **Garbage and Refuse Disposal** - No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste shall not be kept except in sanitary containers. All trash, garbage or other wastes shall be disposed of through an off-site waste handler. No incineration, burial or other form of on-site method will be permitted.
8. **Fuel Storage Tanks** - No fuel storage tanks shall either be placed underground or concealed within the dwelling, garage or fence. No individual water supply system or individual sewage disposal system shall be installed, maintained or used on any lots in this addition.
9. **Utility Easements** - Easements, of varying widths and locations, for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat. No owner shall erect on a Lot, or grant to any person, firm or corporation the right, license, or privilege to erect or use, or permit the use of, overhead wires, poles, or overhead facilities of any kind for electrical, telephone or television service (except poles and overhead facilities that may be required at those places where distribution facilities enter and leave the Subdivision). Nothing in these Covenants shall be construed to prohibit street lighting or ornamental yard lighting services by underground wires or cables. Electrical service entrance facilities installed for any residence or other structure on a Lot connecting it to the electrical distribution system of any electric public utility shall be provided by the Owner of the Lot who constructs the residence or structure, and shall carry not less than 3 wires and have a capacity of not less than 200 amperes. Any public utility charged with the maintenance of underground installations shall have access to all easements in which said installations are located for operation, maintenance and replacement of service connections.
10. **Surface Drainage Easements** - Surface drainage easements used for drainage purposes as shown on the Plat are intended for either periodic or occasional use as conductors for the flow of surface water runoff to a suitable outlet, and the surface of the Real Estate shall be constructed and maintained so as to achieve this intention. Such easements shall be maintained in an unobstructed condition, and the County Surveyor (or proper authority having jurisdiction over storm drainage) shall have the right to determine if any obstruction exists, and to repair and maintain, or require such repair and maintenance, as shall be reasonably necessary to keep the conductors unobstructed.
11. **Nuisances** - Noxious or offensive activity shall not occur upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. The lots may not be used for any business purpose not permitted by the City of Durkirk Zoning Ordinance.
12. **No Structure** - No structure of a temporary character, camper or camping trailer, motor home, travel trailer, semi-trailer, basement, tent, shack or manufactured home (modular or mobile) shall be used or located on any lot for use as a residence, either temporarily or permanently.
13. **Free Standing Poles** - No clothes lines or clothes poles, or any other free-standing, semi-permanent or permanent poles, rigs, or devices, regardless of purpose, with the exception of a flag pole displaying the United States flag, shall be constructed, erected, located or used on a lot.

14. **Storage of Equipment** - No boat, boat trailer, motor home, camping or other trailers, semi-tractor, or other machinery or equipment of any kind shall be kept on any lot for more than 48 hours, except within a completely enclosed building.

15. **Signs** - No signs of any kind shall be displayed to the public view on any lot except one sign of not more than six square feet advertising the property for sale or rent and signs used by the builder to advertise the property during the construction and sale period. The developer may construct a sign or signs naming and advertising the subdivision.

16. **Community Association** - The Developers shall cause to be incorporated Quincy Place Community Association, Inc., a not for profit association. Only one such association shall be recognized and approved by the Developers.

A. **Membership** - One membership shall be created for each lot or living unit planned in the addition. Membership shall be comprised of owners of lots in all sections of Quincy Place.

B. **Membership Transfer** - Memberships will transfer from the Developer to his grantee upon delivery of the deed.

C. **Continuing Membership** - The purchaser of any lot or living unit in the addition shall be a member of said Association and shall continue to be a member of said Association so long as he/she continues to be the owner of a lot or living unit in the addition for the purposes herein mentioned. Membership shall pass with the ownership of the land or living unit.

D. **Transfer of Membership Rights and Privileges To Lessee** - Each owner or in lieu thereof each Lessee of a living unit (with the written consent of such owner to the Association) shall be a member of the Association and have the right to the owner's vote and privileges. Membership, when assigned to a Lessee, will pass with the lease except if the owner may withdraw his membership assignment to the Lessee at his discretion by a sixty-(60) day notice in writing to the Association.

17. **Assessments** - Developer, for each lot and/or living unit owned by Developer within the addition, hereby covenants, and each owner of any lot or living unit, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or conveyance, shall be deemed to covenant and agree to pay to the Community Association the Maintenance Fund assessments and charges, as hereinafter provided.

A. **Maintenance Fund** - The "Maintenance Fund" assessment shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of residents of the addition and in particular, for the improvement and maintenance of the sidewalks, surface drainage system, playgrounds, and all other Common Areas, including but not limited to, repair, maintenance, the cost of labor, equipment and materials, supervision, security, lighting, lawn care, snow removal, insurance, taxes, and all other things necessary or desirable in the opinion of the Members of the Association in connection therewith.

The amount of said Maintenance Fund Assessment is established as follows:

- I. An annual assessment fee for the calendar year starting January 1, 2001, shall be ten dollars (\$10.00) per assessable membership.
 - II. For each year thereafter, the Board of Directors of the Association shall establish a budget for such calendar year and shall determine the annual membership assessment required to meet said budget. The Board of Directors shall establish such budget and assessment for each such calendar year at a meeting to be held before October 31st of each preceding calendar year. The Board of Directors shall then mail to all Association members a copy of said budget and notice of the ensuing year's assessment not later than November 15th of the year prior to the year to which the assessment is applicable.
 - III. The amount of the assessment set by the Board of Directors for any such calendar year may be changed by the members of the Association at a meeting duly called for that purpose as hereinafter provided. The President or Secretary of the Association shall call a meeting of the membership of the Association, to be held before December 31st of the year before the year to which the assessment is applicable. Upon receipt, prior to November 30th, of a written petition for assessment review bearing the signatures of at least twenty percent (20%) of the memberships of the Association, a meeting to review the forthcoming year's assessment shall be scheduled. The President or Secretary of the Association shall give at least fifteen (15) days written notice of such meeting to all members.
 - IV. Any change so adopted in the amount of the assessment set by the Board of Directors must have the assent of two-thirds (2/3) of the memberships of the association who are voting in person or by proxy at a meeting duly called for such purpose. At any meeting, a quorum of not less than fifty percent (50%) of all memberships shall be required.
- B. **Collection** - Such Maintenance Fund Assessment, together with interest thereon and costs of collection as hereafter provided shall be a lien upon the property against which each assessment is made. Each such assessment, together with interest thereon and costs of collection, shall be the personal obligation of the person or persons who was the owner of such property at the time the assessment fell due. The obligation of the assessment is upon the owner of the property or the living unit and is not transferred, even though the owner may have transferred the membership and voting rights in the Community Association, as hereinbefore provided. If the assessments are not paid on the due date, then such assessments shall be a continuing lien on the property which shall bind such property in the hands of the then owner, his heirs, devisees, personal representative and assigns. However, the personal obligation of the then owner to pay such assessment shall remain a personal obligation and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within sixty (60) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eight percent (8%) per annum, and the Association may bring an action against the owner personally obligated to pay the same, or foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing such action. The lien of the assessments as provided for herein shall be subordinated to the lien of any mortgages now or hereafter placed upon the property, taxes and assessments for public improvements.

18. **Terms** - These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.
19. **Waiver** - The failure of either the Developer or an owner to enforce any covenant contained herein or right arising from any covenant contained herein shall in no case be deemed a waiver of that right or covenant.
20. **Severability** - Invalidation of any of these provision shall in no way affect any of the other provisions which shall remain in full force and effect.
21. **Right to Enforce** - The Association, Planner, the Dunkirk Plan Commission, or any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of these covenants and restrictions.
22. **Amendment** - These covenants may be amended within twenty-five (25) years after the date on which these covenants and restrictions are recorded by setting out in what respect these covenants and restrictions are to be amended. The Covenants may be amended from time to time and at any time, but only by an instrument signed and acknowledged by both, the then owners of not less than 75% of the lots in the subdivision, and the Jay County Plan Commission President. The signed Amendment to the Covenants shall then be recorded in the Office of the Recorder of Jay County, Indiana.
23. **Restrictions Separately Enforced** - Invalidation of any one of these covenants by judgement of court order shall in no way affect any of the other provisions, which shall remain in full force and affect.
24. **Enforcement** - Enforcement shall be by proceedings at law or in equity against any person, or persons, violating, or attempting to violate, any covenants, either to restrain violation or to recover damages. These covenants shall run with the land and be enforceable by the City of Dunkirk Plan Commission or by any aggrieved lot owner in this subdivision. Failure by the Plan Commission, Association, Developer or an Owner to enforce any provisions in the Covenants shall in no event be deemed a waiver of the right to do so later.

IDEAL SUBURBAN HOMES

ADVANTAGES OF THE RWC WARRANTY FOR HOMEOWNERS

- Their home is one of (if not THE) largest investment and they should be assured it was built by an experienced, professional builder.
- EVERY builder in the state of Indiana is held to the standard of the implied warranty which is set by the state's statute of repose. This implied warranty states that every builder in Indiana must warrant their home for the following:
 1. For a period of two years, the home will be free from defects caused by faulty workmanship or defective materials. Regarding fixtures, appliances and items of equipment, the warranty is for (1) year or the manufacturer's written warranty, whichever is less.
 2. 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.
 3. 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.
 4. For a period of ten years, the home will be free from major structural defects.
- Ideal has chosen to be a member in RWC's warranty program because they have recognized how important it is to supply homebuyers with a written, insured 3rd party warranty.
- Ideal is examined thoroughly on an annual basis in the following areas:
 - Financial Stability
 - Customer Satisfaction
 - Ethical Business Practices
 - Technical Competence

- The Warranty is fully transferable if the homeowner decides to sell their home within the 10-year coverage period – which is an excellent re-sale value for them.
- 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 date of closing. Roof and roof systems is covered by Ideal for the first two years and by RWC in years three and four.
- Warranty Resolution:

The RWC Warranty defines the gray areas. It outlines the standards to determine potential defects, the builder's obligations, and how to resolve warranty issues.

NOW'S THE EXCITING PART!!!!:

The Anatomy of the RWC Limited Warranty:

Section I: The Warranty Coverage, Conditions, Exclusions and Limitations
Section II: Warranty Standards

- Tolerances for Years 1 & 2 coverage for foundations, framing, exterior, interior, mechanical and specialties
- Tolerances for 4 years roof and roof systems
- Major Structural Defective Coverage for 10 years – definition stated on page 14

Section III: Requesting Warranty Performance
Section IV: Other Provisions
Section V: Definitions