

PO Box 2092 Brentwood, TN 37024
615-712-6782 (phone) 615-807-3274 (fax)



CERTIFICATE OF WARRANTY

EXHIBIT A

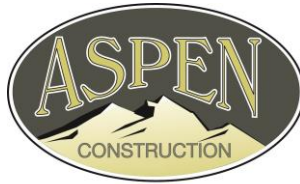
Buyer's Name:
Property Address:

Aspen Construction is happy to provide this 1-year builder's warranty whereby 11 months after closing, buyer to contact builder and schedule the 1-year warranty visit. There will then be a one-time visit by an Aspen Representative for the purpose of identifying any qualified warranty items to be addressed and which are covered under the Aspen Warranty. Aspen subcontractors will then be assigned to address any warranty items. Homeowners agree to be available to Aspen, its workers and subcontractors for access to the home for any scheduled warranty/construction items. If after 3 repeated attempts to meet on site, if homeowners are NOT available and Aspen cannot gain access to the home, the warranty will hereby be deemed complete. Aspen Construction will guarantee your house for one year against defects in construction, however a home with its many component parts may have imperfections to be expected and which are not covered under this warranty. Following is a list of certain items **covered** by the warranty.

1. Adjustments of doors and windows.
2. Roof leaks.
3. Leak in basement.
4. Malfunctioning of heating and air conditioning.
5. Malfunctioning of kitchen appliances.
6. Defects in electrical wiring.
7. Plumbing leaks.
8. While drywall nails backing out (nail pops) can be expected and are not covered by warranty, such things as an entire seam protruding would be warranty repair.
9. Dead shrubs will be replaced, provided they are discovered and reported in writing within 7 days from date of deed.
10. Construction defects in overflow and septic tanks will be covered for a period of one year only. However, we install overflow and septic tanks according to governmental requirements and inspections. We do not guarantee that the governmental specifications will work and warranty only that we have installed said items in accordance with governmental requirements.
11. Broken glass not caused by the homeowner, provided said broken glass is detected and the builder notified prior to move-in.
12. Paint will be repaired only for faulty workmanship, but will not be repaired for other causes. Chips, scratches or mars in tile, woodwork, walls, porcelain, mirrors, plumbing fixtures, marble, Formica and solid surface tops, lighting fixtures, kitchen appliances, doors, siding, etc... PROVIDED same are called to the attention of the builder in writing within 2 days of closing.

Seller's _____

Buyer's _____, _____

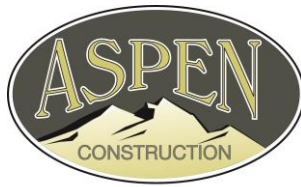


The following items are expressly **excluded** from this warranty, and the builder specifically does not guarantee them.

- Shrinkage of grout material between ceramic tile and adjacent surface where applicable.
- Reasonable cracks in concrete slabs, foundation, porches, mortar, walks and drives. Settlement cracks on brick or blocks walls.
- Floor squeaks as well as some deflection or vibrations in your floor system due to allowable tolerances in framing lumber, or expansion and contraction of wood.
- While a certain amount of expansion or contraction of wood and drywall used in your home is expected and is not covered by this warranty, *excessive expansion, or contraction of wood and drywall will be covered under this warranty.*
- Brick or mortar discoloration.
- Non-uniformity of appearances of antique brick or cleaning or rack-face brick.
- Damage from frozen pipes and plumbing except for defects in construction.
- Stained woods: woods, cabinets, paneling, doors and wood trim all have variation in wood grain color. These variations cannot be controlled. Builder does not guarantee color match of any natural finished molding or paneling.
- Roof damage caused by acts of Nature, i.e. storm damage, or reasons other than faulty construction.
- We do not guarantee against slides, erosions, movement of earth, acts of Nature, or damage from underground springs.
- In a new basement house some condensation is apt to show on the inside block walls. This is to be expected. When the area, which was backfilled, has had sufficient time to settle, the dampness will normally disappear.
- Even though we make adequate provision for drainage of the crawl space water may be present in the block, which leaks under the house. This is to be expected and should dissipate in time.
- Leaking faucets due to worn washers, or plumbing problems due to foreign objects disrupting service in the garbage disposal, compactors, commodes, or other plumbing fixtures.
- Sod, Seeding and Straw of the yard. We seed and straw one time only. We cannot guarantee Sod.
- Alterations to grading. Your lot has been graded to insure proper drainage away from your home. Should you wish to change the drainage pattern due to your landscaping, installation of patio or service walks or for other reasons, be sure a proper drainage slope is retained. We assume no responsibility for the grading or subsequent flooding or stagnant pool formation if the originally established pattern is altered.
- Seams in carpet and vinyl are required. We do not warrant them.
- Irrigation systems are not warranted, (must be winterize)
- Mold is found everywhere and it is impossible to have or own a mold free home. You should prior to closing conduct your own investigation of mold related issues. The Builder is not competent to discuss or resolve mold related issues, and does not and cannot warrant your home against the existence or occurrence of mold growth. The undersigned hereby holds Builder harmless for and releases it from any and all claims arising from any and all types of mold intrusion.
- Hot Water heater temperature is set per manufacture, if this temperature is increased after closing the warranty will be voided.

Seller's _____

Buyer's _____, _____



Excluded items continued

Hardwood Flooring

- Aspen Construction, Inc. will install parquet and on-site or pre-finished hardwood, but due to homeowner maintenance required and the delicate nature of these materials we cannot warranty these items. These products will still have a warranty between the homeowner and the manufacturer (if applicable) but Aspen Construction, Inc. will exclude these products from our warranty. Hardwood flooring is a natural product that has unique characteristics. As all wood, it absorbs and expels moisture derived from the air as well as any other source such as mopping or spills. It is very slow to react. If it takes three months for it to warp or deflect as a result of too much moisture you can expect it to take a similar amount of time to reverse the action. You should not expect this natural product to perform like ceramic tile, vinyl flooring, or any other material that does not grow in nature. **Seller does not warrant movement and cupping of hardwood flooring as they are natural reactions to the environment.**

Plant Material

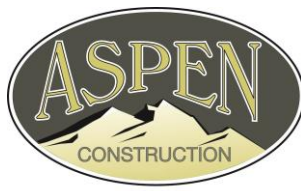
- The Seller will not be responsible for making any further improvements or repairs with respect to the landscaping or to the property. Plant material shall be covered for a period of 7 days from date of deed. Buyer shall be responsible to water plants as necessary.

Irrigation System If Applicable

- Aspen Construction, Inc. will have an irrigation system installed by a professional irrigation company. We will insure that the system is leak free and properly operating at time of closing. Due to the many factors that can cause leaks, damage and water lossage, Aspen Construction, Inc. will exclude them and any related issues. i.e. water lossage, plant material and lawn and or erosion due to the same from our warranty. We strongly recommend regular inspections by the homeowner after any landscaping services. It is the homeowner's responsibility to check with the city or county municipality for possible annual taxes, fees, inspections and backflow. Irrigation systems in Tennessee must be winterized at the time of possible frost/freeze. Buyer is on notice that the sprinkler system should be used with care and supervision. Saturation of the ground around the house is common and may result in water traveling through the crawl space. **Seller has provided adequate positive drains through the foundation, but, in no way warrants against the presence of water that may accumulate due to the normal use of lawn irrigation or any other natural or unnatural cause.**

Seller's _____

Buyer's _____, _____



Excluded items continued

Paint disclosure

All walls have imperfection in the finish. However, an eggshell, semi-gloss or high-gloss wall paint (i.e.; accolade) will attract light to these imperfections thus causing them to stand out. Aspen Construction, Inc. will try and maintain the highest level of quality but certain seams and blemishes are unavoidable therefore, we cannot correct or warranty any wall with this type of paint.

Change Orders

Due to the nature of our business and the lead times involved with all subcontractors and materials, change orders are not recommended; But Aspen Construction, Inc. will allow change orders at their discretion. Payment in full with proper authorization is required to make the change.

Windows

Any alterations to the windows such as tinting voids manufacture and builders warranty.

Water penetration or leaks through the exterior of the home, i.e. roof , eaves, siding, brick, windows, etc. caused by severe weather, beyond normal, is not warranted by Seller.

BUILDER'S OBLIGATION: Upon the receipt of any written notice made by the Buyer's pursuant to above paragraph the builder shall make a determination as to whether the alleged defect is covered by this limited warranty. The Buyers will be obligated to make the home available for the builder's inspection at such times as may be reasonable. If the alleged defect is covered by this limited warranty, he shall be obligated within a reasonable period of time to repair, replace or pay to the Buyers the reasonable cost of repairing or replacing the defective item, this option shall be within the sole discretion of the builder.

*This warranty is not assignable and is for the protection of the original purchaser.
One year coverage commences at Transfer of Deed*

This _____ day of _____, 20__.

Purchasers:

Builder: Aspen Construction

John Zelenak, President