

Al Ring

Matthews Homes/A & K Builders

Building Presentations

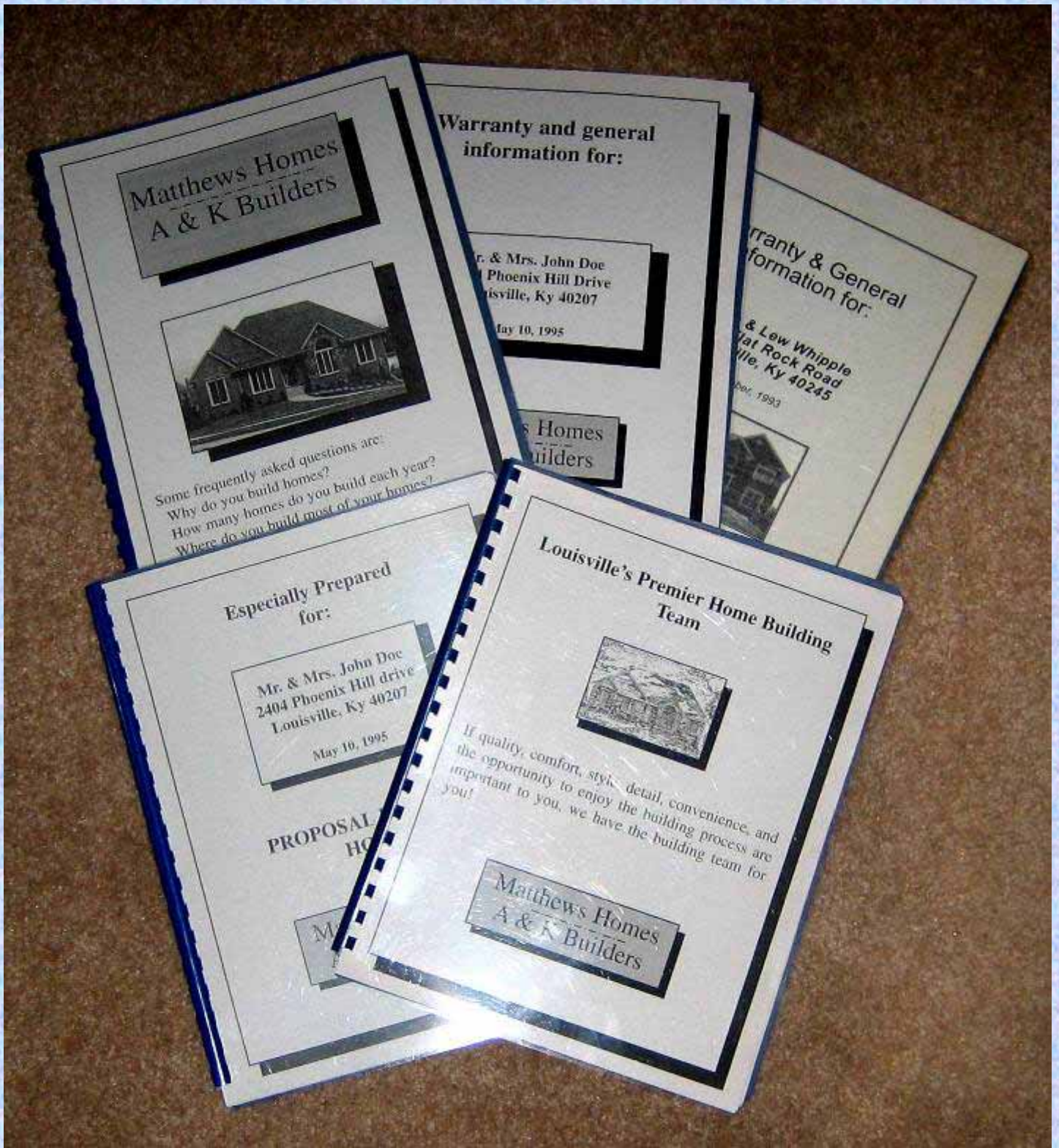
1989 to 1996

By Al Ring, 2007

In 1989 I joined Re/Max Properties East, started the corporation of A & K Builders, Inc. and joined a 50/50 partnership with Matthews Homes.

We called ourselves Matthews Homes/A & K Builders and built about 60 homes in an 8 year period.

The following are pieces I created for our presentations to potential customers. Many of these booklets were printed on grey background with a laser printer and were spiral bound. They were very attractive and very effective.



Matthews Homes
A & K Builders

OFFER

- ✓ The service of FOUR professionals for the price of one
- ✓ Over 85 years of combined experience
- ✓ Computer drawing of our own plans (or your plans)
- ✓ Competitive pricing
- ✓ Professional decorating service
- ✓ Service of a realtor
- ✓ Registered builders limited warranty
- ✓ Both registered builders
- ✓ Monitoring of on site job performance of experienced subcontractors which provides a check and balance system

"Where caring makes the difference"



Our fine homes are marketed by--

Al Ring

RE/MAX Properties East

10503 Timberwood Circle
Louisville, Ky 40223

425-6000 V.M. 129 / 896-4271

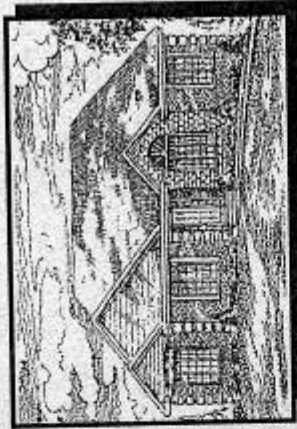
551-1254

1-800-444-1946

"OUT IN FRONT"



Louisville's Premier Home Building Team



If quality, comfort, style, detail, convenience, and the opportunity to enjoy the building process are important to you, we have the building team for you!

Matthews Homes
A & K Builders



MATTHEWS HOMES, INC. Ben & Mary Helen Matthews

Ben has been framing and building houses in the Jefferson County area for over 42 years. About 14 years ago, Mary Helen joined him and they expanded their business into new home construction.

The combination of their experiences, positive attitudes and interpersonal skills make them a successful team.

Ben is a Registered Builder with the Home Builders Association of Louisville and has served on many Home Builders Association of Louisville committees.

Outside personal interests include their activities and involvement with the Wayside Christian Mission.

Standard Features:

(On most of our homes)

- Pre-closing inspection and any other inspections
- 50 gallon water heater
- Double formed poured concrete foundation with footers & rebar
- Garage & basement floor have fiber mesh concrete
- Exterior foundation water proof sealer
- 4" perforated leech drain tile under basement floor connected to sump pump
- Treated 2 x 4 sill plate & sill insulation between sill plate and top of foundation.
- Plastic shield & sealed sump pump for Radon protection
- Structural thermopy wall sheathing all over including corner bracing
- Fiberglass shingles (20 year warranty)
- Insulated glass windows (wood) - double hung - tilt out features.
- Copper water lines & 200 Amp service
- Seamless aluminum gutters and downspouts
- Double sub - flooring in kitchen & baths for vinyl, other for ceramic tile
- 220V Dryer outlet and dryer vent
- Custom kitchen & bath cabinetry
- Cultured marble vanity tops
- Pre-wired telephone jacks and cable TV jacks
- 6 panel masonite doors throughout
- (A) grade trim in areas to be stained
- Garage drywalled and painted, textured ceiling
- Dead bolt locks on exterior doors
- Smooth ceilings throughout
- Professional decorating service
- Ceramic tile pan in laundry rooms on second floor
- Two exterior weather electrical outlets and sillcocks
- Deck or patio
- Stainless steel sink with disposal and chrome fixtures in kitchen
- Kitchen and hall bath- chrome fixtures, master bath and powder room- polished brass fixtures
- Garage door opener (two transmitters)
- Wood front door
- Brass hardware - Kwikset Lido
- Ceilings insulated with cellulose 12 inches R30
- Exterior walls insulated with fiberglass 3 5/8" inches R13
- Laundry rooms & baths will be insulated
- Realistic allowances
- Registered Builders Limited Warranty

COMPETITIVE PRICING



A & K BUILDERS, INC. Al & Karen Ring

Al has been selling real estate and building houses since 1977 and in 1989 changed his building name to A & K Builders, Inc. Karen joined him to provide professional decorating skills.

Al has managed two real estate offices and operated his own retail business in St. Matthews for over 10 years. He has over 30 years of business and marketing experience. His designations include Graduate Builders Institute, Certified Residential Specialist, Certified Residential Broker and Graduate Realtors Institute. Al is a Registered Builder and is also associated with RE/MAX Properties East.

Karen is the Executive Director of the Alzheimer's Association, Louisville Chapter and is very active in her church. Al is a Kentucky Colonel and a Knight of St. Matthews. He also served on many committees in the real estate industry and is a former Major and Chairman of the Board of the St. Matthews Fire Protection District.

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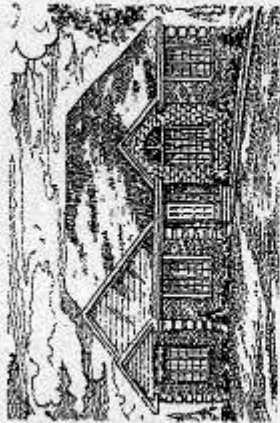
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- Exterior foundation water proof sealer
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- Treated 2 x 4 sill plate & sill insulation between sill plate and top of foundation
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- Structural thermoply wall sheathing all over including corner bracing
- Fiberglass stringles (20 year warranty)
- Insulated glass windows (wood) - double hung - tilt out features.
- Copper water lines & 200 Amp service
- Seamless aluminum gutters and downspouts
- Double sub - flooring in kitchens and baths for vinyl, other for ceramic tile
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- Registered Builders Limited Warranty
- COMPETITIVE PRICING**



MATTHEWS HOMES, INC. Ben & Mary Helen Matthews

Ben has been framing and building houses in the Jefferson County area for over 39 years. Mary Helen joined him about 12 years ago. Together, they have expanded their interests into building new homes.

Their combination of experience, positive attitudes and interpersonal skills make them a successful team.

Ben is a Registered Builder with the Home Builders Association of Louisville and has served on many committees.

Outside personal interests include many activities with Wayside Christian Mission.



A & K BUILDERS, INC. Al & Karen Ring

Al has been selling real estate and building houses since 1977, and in 1989 changed his building name to A & K Builders, Inc. Karen joined him by providing professional decorating skills.

Al has managed two real estate offices and operated his own retail business in St. Matthews for over 10 years. He has over 30 years of business and marketing background. His designations include Graduate Realtors Institute, Certified Residential Specialist, Certified Residential Broker and Graduate Builders Institute. Al is also a Registered Builder.

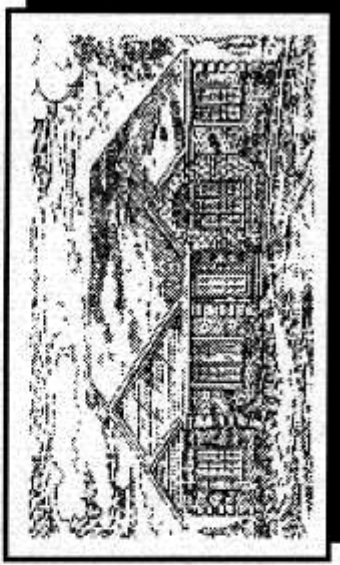
Al is also associated with REIMAX Properties East, which provides the selling end of the business as well as the necessary realtor contacts needed in the building industry.

Karen is the Executive Director of the Louisville Chapter of the Alzheimers Association and is very active in her church. Al is a Kentucky Colonel, Knight of St. Matthews, and also has served on many committees in the real estate industry.

Realtor Honor Roll

- ♥ Rebecca C. Block
 - ♥ Marilyn Cleland
 - ♥ Mary Eckler (2)
 - ♥ A. B. Fitzgerald
 - ♥ Lee Goren
 - ♥ Linda Hill
 - ♥ Jeff Jones
 - ♥ Barbara Krupilski
 - ♥ John Pfannenschmidt
 - ♥ Sandra Rainey
 - ♥ Susan Treibly Shaw
 - ♥ Steve Smith
 - ♥ Rick Urschel
 - ♥ Keith Williams
 - ♥ Steve Burshears
 - ♥ Kitty Cogan
 - ♥ Dennis Finck
 - ♥ Bill Fluhr
 - ♥ Joe Hampton (2)
 - ♥ Margaret N. Hunt
 - ♥ Bob Kennedy
 - ♥ Dave M. Meunier
 - ♥ Evelyn Pusateri
 - ♥ Jackie Ridsdale
 - ♥ Lynda Shiota (2)
 - ♥ W. A. Smith
 - ♥ Betsey Vaughan
 - ♥ Kathy Wilson
-

Louisville's Premier Home
Building Team



“The Realtor’s Building Team”

Matthews Homes /
A & K Builders

*Join our Honor Roll,
call us today!*

Who are we?



Matthews Homes

**Ben & Mary Helen
Matthews**



Ben has been framing and building houses in the Jefferson County area for over 42 years. About, 14 years ago, Mary Helen joined him and they expanded their business into new home construction.

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All our fine homes
are marketed by --

"Their professionalism and accuracy in the planning and cost stages of the homes' construction has shown me they are the home builders for the 1990's."

Dennis Finck -- RE/MAX Properties East

"I've had the pleasure of working with Al & Ben on two homes. I'm particularly impressed with their attention to detail and quality. I knew I was doing business with people of integrity. Bottom line.....I've always had satisfied customers when selling one of their homes."

Mary Eckler -- Century 21 Joe Guy Hagan Realtors

"Al & Ben went above and beyond the normal building contract with two of my clients. When the transactions could not go the conventional route, they created a "win/win" situation for all by agreeing to an owner financing arrangement. In one case we, closed in seven days. Each transaction was smooth and Al & Ben were very easy to work with."

Joe Hampton -- RE/MAX Properties East

"Al & Ben are wonderful to work with. They are loyal to Realtors, build a great house at a nice competitive price and are superb in working with the customers."

Betsey Vaughan -- Paul Semonin Realtors

"Thanks Al & Ben for your cooperation on the sale in Grandin Woods. From the beginning, we had easy access, timely responses to our questions, and comprehensive assistance through possession. But most important, my buyers are very happy and satisfied with their new home. Look forward to our next sale."

John Pfannenschmidt -- John Pfannenschmidt Realtors

Your Benefits

- ♥ Four professionals for the price of one.
- ♥ Eighty-five years of combined experience.
- ♥ Custom, computer drawn plans for your clients.
- ♥ Professional decorating services.
- ♥ Registered Builders offering the registered builders 1 year *transferable* limited warranty.
- ♥ Monitoring on site job performance of our experienced subcontractors; providing a check and balance system.
- ♥ We limit our building activities to a range of 8 to 12 homes a year in order to maintain top quality control.



A local family business--- two families actually



A & K Builders

Al and Karen Ring



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Al Ring
 RE/MAX Properties East
 10503 Timberwood Circle
 Louisville, KY 40223
 425-6000 V.M. #129 Home 896-4271
 Mobile 551-1254 1-800-444-1946



9708 Grandin Woods Road Grandin Woods



2325 SQ. FT. \$187,900.00 New Construction

Features of this Matthews Homes -- A & K Builders quality built home.

- ▲ 4 Bedrooms, 2 1/2 Baths
- ▲ Foyer With Hardwood Floor Glass Sidelights
- ▲ Formal Dining Room Chair Rail, Crown Mould, Wallpaper
- ▲ Great Room, W/Fireplace & Wood Mantel W/Brick Front, Bookshelves & Cabinets, Massive Double Vaulted Ceiling With Fan
- ▲ Kitchen With Hickory Stained Cabinets Range, Stainless Steel Sink, Dishwasher, Disposal, Large Pantry With Access To Garage, Basement, Patio And Laundry Wallpaper Border
- ▲ Master Suite With Large Walk In Closet
- ▲ Master Bath With Double Vanity, Whirlpool Tub, Separate Shower And Separate Commode Room With Wallpaper Border
- ▲ Powder Room With Hardwood Floor Painted Vanity And Mirror Above

“Where Caring Makes The Difference”

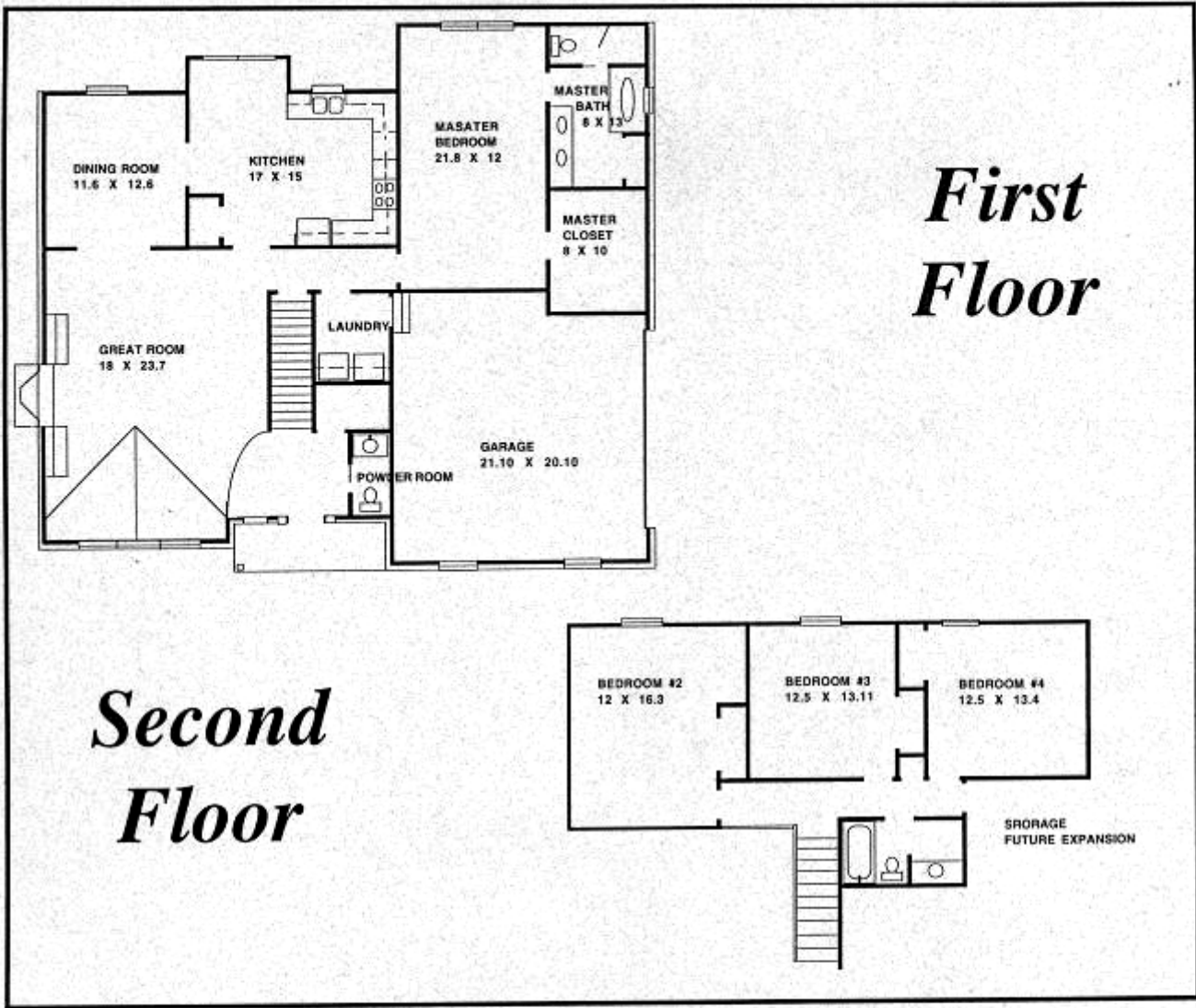
- ▲ Laundry Room
- ▲ 3 Extra Large Bedrooms
- ▲ Plenty of Attic Storage
- ▲ Place For Future Expansion Upstairs
- ▲ 2 Car Garage
- ▲ All Subflooring Glued & Nailed
- ▲ Basement Finishable
- ▲ Lot 97' x 121' x 52' x 139'
- ▲ Concrete Drive & Walks, Patio
- ▲ 8'+ Foundation Wall
- ▲ R13 & R30 Insulation Walls & Ceilings
- ▲ 50 Gallon Gas Water Heater
- ▲ 2 Garage Door Openers
- ▲ Cable TV & Telephone Prewired
- ▲ Professionally Landscaped & Sodded
- ▲ Gas Heat And Central Air
- ▲ Thermopane, Tilt Windows
- ▲ Vinyl Instead Of Masonite Board
- ▲ Homeowners Association \$120/Year
- ▲ Check Schools Via 473-FACT

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Mary Helen
Matthews
**MATTHEWS
HOMES, INC.**

Ben
Matthews



Meet the Builders

Benefits for You

- Service of a realtor
- Competitive pricing
- Both registered builders
- Professional decorating service
- Registered builders limited warranty
- Four professionals for the price of one
- Eighty-five years of combined experience
- Custom, computer drawn plans for you (ours or yours)
- Monitoring on site job performance of our experienced subcontractors; providing a check and balance system



Karen
Ring
**A & K
BUILDERS,
INC.**
Al Ring





601 Lake Sterling Road Sterling Springs



2696 SQ. FT. ~~\$236,900.00~~ \$224,900.00

Features of this Matthews Homes -- A & K Builders quality built home.

- ▲ 4 Bedrooms, 2 1/2 Baths
- ▲ Foyer With Hardwood Floor With Accent Strip, 3 Piece Dentil Crown Mound And Leaded Glass Sidelights
- ▲ Formal Dining Room
Chair Rail, Tray Ceiling, 3 Piece Dentil Crown Mould, Wallpaper
- ▲ Formal Living Room
Tray Ceiling, 3 Piece Dentil Crown Mould, Glass Pocket Doors To Family Room
- ▲ Family Room, W/Fireplace & Wood Mantel W/Stone Front, Bookshelves & Cabinets, Tray Ceiling, Chair Rail W/Wallpaper and 3 Piece Dentil Crown
- ▲ Kitchen With Hickory Stained Cabinets Light box, Microwave, Range, Stainless Steel Sink, Dishwasher, Disposal, Large Window Eating Area And Plenty Of Counter Area, Island, Wallpaper
- ▲ Master Suite With Built In Bookcases And Cabinets, Trayed Vaulted Ceiling W/Paddle Fan, Beams And Crown Moulding.

“Where Caring Makes The Difference”

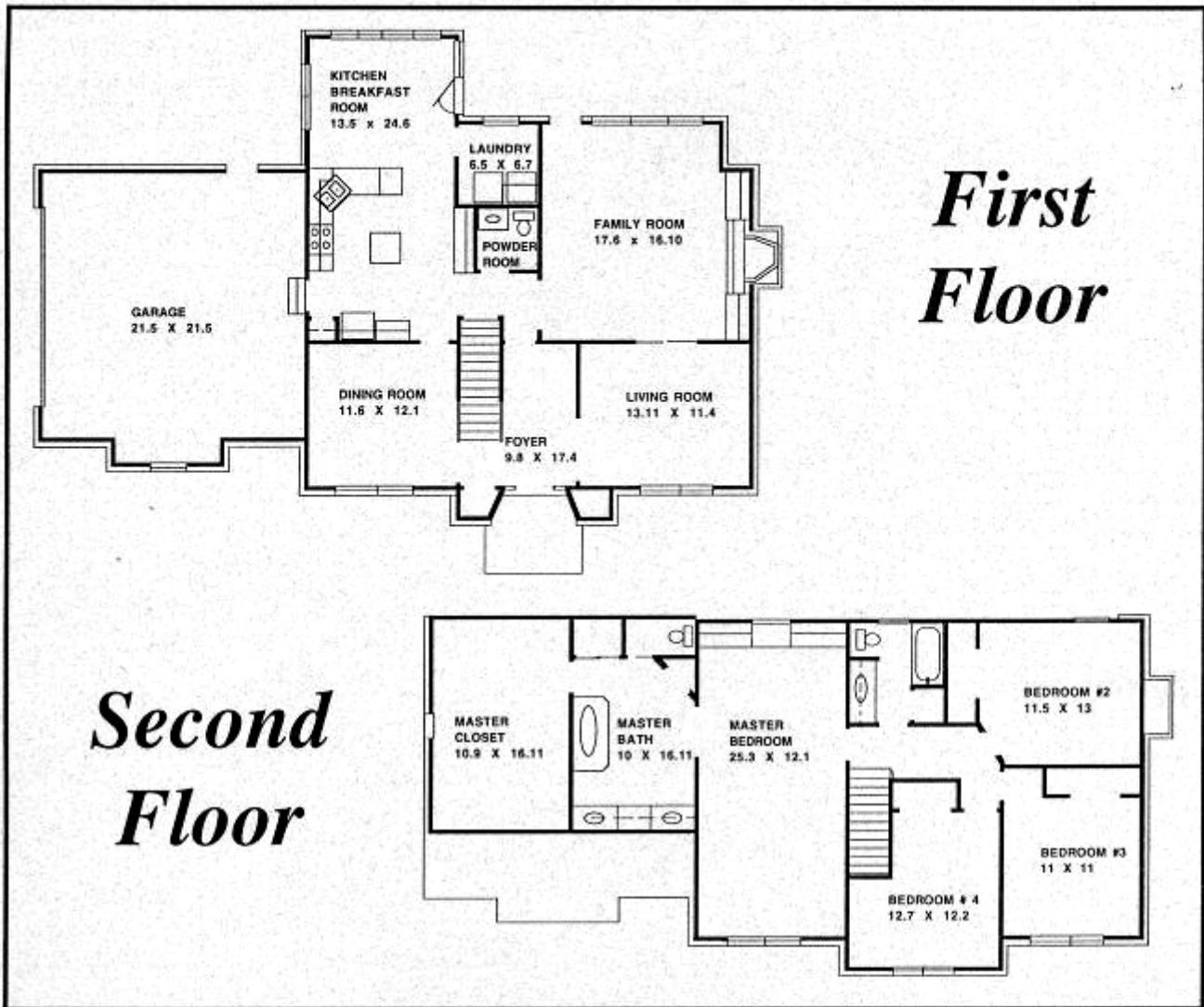
- ▲ Very Open, Light & Lots Of Windows
- ▲ Huge Master Bath W/Hi/Low Vanity Whirlpool Tub, Separate Ceramic Tile Shower and Separate Commode Room
- ▲ Laundry Room with Cabinet
- ▲ Vaulted Middle Bedroom
- ▲ 2 Car Garage
- ▲ All Subflooring Glued & Nailed
- ▲ 8'4" First Floor Ceilings
- ▲ Lot 167' x 132' x 45' x 115'
- ▲ Concrete Drive & Walks, Large Deck
- ▲ 8' Foundation Wall
- ▲ R13 & R30 Insulation Walls & Ceilings
- ▲ 50 Gallon Gas Water Heater
- ▲ 2 Garage Door Openers
- ▲ Cable TV & Telephone Prewired
- ▲ Professionally Landscaped & Sodded
- ▲ Gas Heat And Central Air
- ▲ Thermopane, Tilt Windows
- ▲ Vinyl Instead Of Masonite Board
- ▲ Homeowners Association \$325/Year
- ▲ Check Schools Via 473-FACT

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First Floor

Second Floor



Mary Helen
Matthews
**MATTHEWS
HOMES, INC.**

Ben
Matthews



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Karen
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**A & K
BUILDERS,
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Al Ring





9506 Felsmere Circle Springhurst



2737 SQ. FT. ~~\$249,900.00~~ \$236,900.00

Features of this Matthews Homes -- A & K Builders quality built home.

- ▲ 4 Bedrooms, 2 1/2 Baths
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Tray Ceiling, 3 Piece Dentil Crown Mould, Glass Pocket Doors To Family Room
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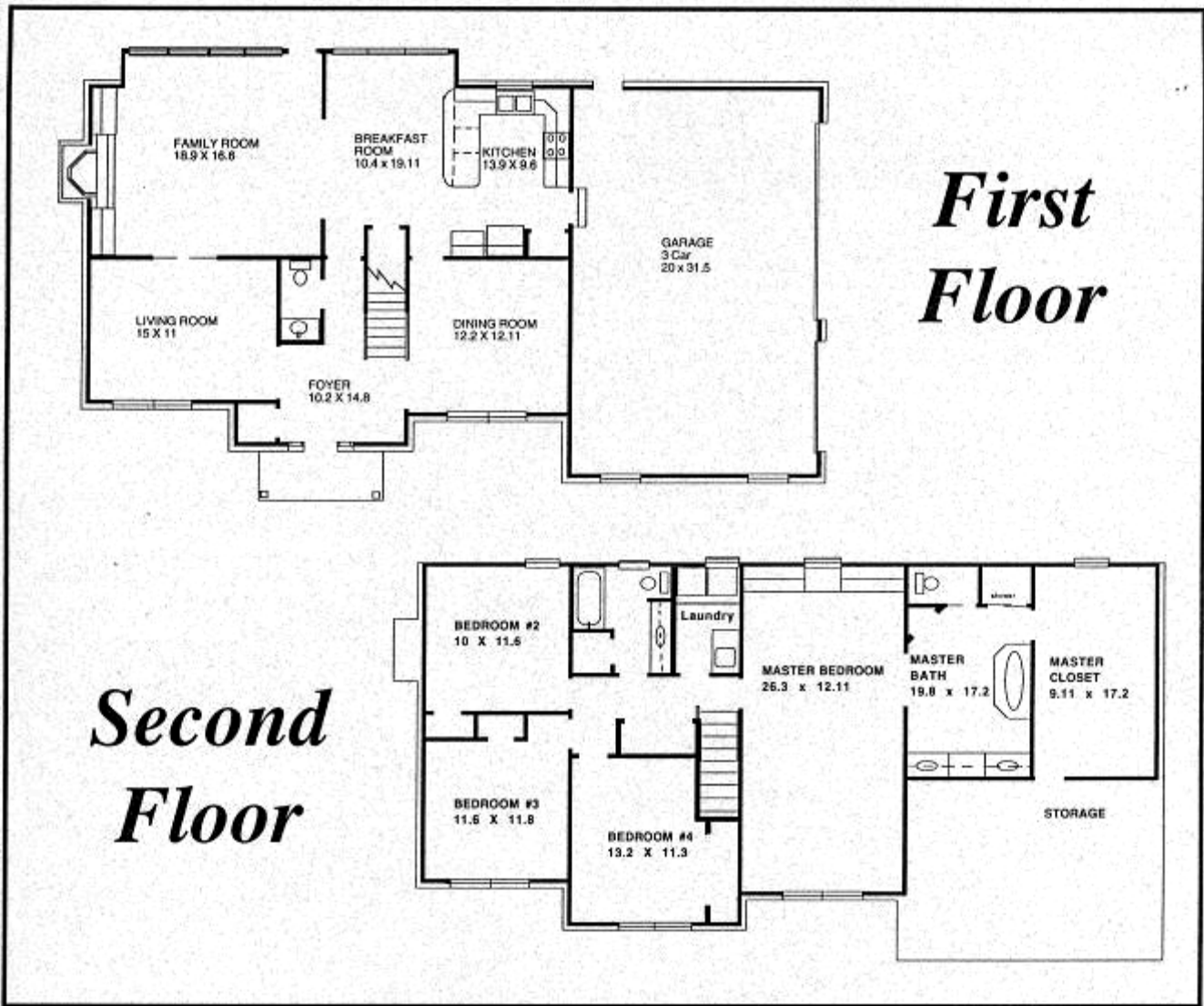
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Karen
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BUILDERS,
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Al Ring



2403 Phoenix Hill Drive, Louisville, KY 40207

425-6000 896-4271

 **MATTHEWS HOMES, INC.** 
A & K BUILDERS, INC.



2403 Phoenix Hill Drive, Louisville, KY 40207

425-6000 896-4271

CHANGE ORDER

Order No. 1

5/15/95

Address **21 Anywhere Street**

Lot No. **#800 Spring Creek**

To Matthews Homes, Inc./A & K Builders, Inc., Builder

We, the undersigned, hereby authorize you to make the following changes in Construction Agreement, as hereinafter set forth and adjust the contract price accordingly.

We agree to pay the total amount as stated below finish terms

1. describe in detail

Total \$0,00.00

Approved

Accepted Matthews Homes, Inc. / A & K Builders, Inc.

_____ Date _____

Purchaser

By _____ Date _____

This form is approved by the Home Builders Association of Louisville for use by its Registered Builder members.



Mortgage Options
 Brought to you by:
Mortgage Network, Inc.
 10503 Timberwood Circle, Suite 110
 Louisville, KY 40223
 Don Rupert 425-6345 633-7111



PROPERTY ADDRESS: **9708 Grandin Woods Road**

SALE PRICE:	\$187,900.00			
	CONVENTIONAL FIXED, 30 YEAR	CONVENTIONAL FIXED, 15 YEAR	1 YEAR ADJ.*	7 YEAR BALLOON**

INFORMATION:				
Loan to value percentage	80.00%	80.00%	80.00%	80.00%
Loan amount	\$150,320.00	\$150,320.00	\$150,320.00	\$150,320.00
Down payment	\$37,580.00	\$37,580.00	\$37,580.00	\$37,580.00
Interest rate	8.25%	8.00%	7.00%	8.00%
Points & origination fee	0.00%	0.00%	0.00%	0.00%

MONTHLY PAYMENT:				
Principal & interest	\$1,129.30	\$1,436.54	\$1,000.08	\$1,102.99
Taxes	\$165.82	\$165.82	\$165.82	\$165.82
Homeowners Insurance	\$48.85	\$48.85	\$48.85	\$48.85
Private Mort. Insurance	\$0.00	\$0.00	\$0.00	\$0.00
MONTHLY PAYMENT:	\$1,343.98	\$1,651.21	\$1,214.76	\$1,317.67

CLOSING COSTS:				
Appraisal fee	\$225.00	\$225.00	\$225.00	\$225.00
Credit report	\$45.00	\$45.00	\$45.00	\$45.00
Underwriting fee	\$150.00	\$150.00	\$150.00	\$150.00
Origination & discount	\$0.00	\$0.00	\$0.00	\$0.00
Title & Closing (owner)	\$864.34	\$0.00	\$0.00	\$0.00
Recording fee	\$40.00	\$40.00	\$40.00	\$40.00
Survey (not staked)	\$100.00	\$100.00	\$100.00	\$100.00
Initial PMI	\$0.00	\$0.00	\$0.00	\$0.00
Miscellaneous:	\$100.00	\$100.00	\$100.00	\$100.00
ESTIMATED CLOSING COSTS:	\$1,524.34	\$660.00	\$660.00	\$660.00

ESTIMATED ESCROW:				
Interest adjust (15 days)	\$516.73	\$501.07	\$438.43	\$501.07
St. & County Taxes (4 mo.)	\$543.03	\$543.03	\$543.03	\$543.03
City Taxes (4 mo.)	\$12.03	\$12.03	\$12.03	\$12.03
Homeowners Ins. (14 mo.)	\$683.96	\$683.96	\$683.96	\$683.96
PMI Premium (3 mo.)	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL ESCROW ITEMS:	\$1,755.74	\$1,740.08	\$1,677.45	\$1,740.08

ESTIMATED CASH NEEDED:	\$40,860.08	\$39,980.08	\$39,917.45	\$39,980.08
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* (2/6) CAPS, Convertible to standard fixed rate in years 2 through 5 for \$250.00 fee.

** Convertible to standard fixed rate after 7 years for \$250.00 fee.

Al Ring
 RE/MAX Properties East
 425-6000 voice mail #129 896-4271



Mortgage Options
 Brought to you by:
Mortgage Network, Inc.
 10503 Timberwood Circle, Suite 110
 Louisville, KY 40223
 Don Rupert 425-6345 633-7111



PROPERTY ADDRESS: **9708 Grandin Woods Road**

SALE PRICE: **\$187,900.00**

INFORMATION:

	CONVENTIONAL FIXED, 30 YEAR	CONVENTIONAL FIXED, 15 YEAR	1 YEAR AJD. *	7 YEAR BALLOON**
Loan to value percentage	90.00%	90.00%	90.00%	90.00%
Loan amount	\$169,110.00	\$169,110.00	\$169,110.00	\$169,110.00
Down payment	\$18,790.00	\$18,790.00	\$18,790.00	\$18,790.00
Interest rate	8.25%	8.00%	7.00%	8.00%
Points & origination fee	0.00%	0.00%	0.00%	0.00%

MONTHLY PAYMENT:

Principal & interest	\$1,270.47	\$1,616.10	\$1,125.09	\$1,240.87
Taxes	\$165.82	\$165.82	\$165.82	\$16.58
Homeowners Insurance	\$48.85	\$48.85	\$48.85	\$48.85
Private Mort. Insurance	\$47.91	\$47.91	\$47.91	\$47.91
MONTHLY PAYMENT:	\$1,533.06	\$1,878.69	\$1,387.68	\$1,354.22

CLOSING COSTS:

Appraisal fee	\$225.00	\$225.00	\$225.00	\$225.00
Credit report	\$45.00	\$45.00	\$45.00	\$45.00
Underwriting fee	\$150.00	\$150.00	\$150.00	\$150.00
Origination & discount	\$0.00	\$0.00	\$0.00	\$0.00
Title & Closing (owner)	\$972.38	\$972.38	\$972.38	\$972.38
Recording fee	\$40.00	\$40.00	\$40.00	\$40.00
Survey (not staked)	\$100.00	\$100.00	\$100.00	\$100.00
Initial PMI	\$676.44	\$676.44	\$676.44	\$676.44
Miscellaneous:	\$100.00	\$100.00	\$100.00	\$100.00
ESTIMATED CLOSING COSTS:	\$2,308.82	\$2,308.82	\$2,308.82	\$2,308.82

ESTIMATED ESCROW:

Interest adjust (15 days)	\$581.32	\$563.70	\$493.24	\$563.70
St. & County Taxes (4 mo.)	\$543.03	\$543.03	\$543.03	\$543.03
City Taxes (4 mo.)	\$12.03	\$12.03	\$12.03	\$12.03
Homeowners Ins. (14 mo.)	\$683.96	\$683.96	\$683.96	\$683.96
PMI Premium (3 mo.)	\$143.74	\$143.74	\$143.74	\$143.74
TOTAL ESCROW ITEMS:	\$1,964.07	\$1,946.46	\$1,875.99	\$1,946.46

EST. CASH NEEDED:

\$23,062.89	\$23,045.28	\$22,974.82	\$23,045.28
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* (2/6) CAPS, Convertible to standard fixed rate in years 2 through 5 for \$250.00 fee.

** Convertible to standard fixed rate after 7 years for \$250.00 fee.

Al Ring
 RE/MAX Properties East
 425-6000 voice mail #129 896-4271

Subject to change without notice - If you don't understand seek competent advice.

Matthews Homes A & K Builders



Some frequently asked questions are:

Why do you build homes?

How many homes do you build each year?

Where do you build most of your homes?

We build homes because that's how we make a living, its what we do best and we enjoy building and creating homes.

There is also another reason. We still have that creative feeling - a feeling of taking an empty lot (sometimes beautiful, sometimes not) and creating a beautiful home. We're not just creating "a house," but a home where people live and enjoy life, where they watch things grow and are part of a community - "our community."

We want to leave a building site with the feeling we have added to the community. We want to drive by years later and see that what we created is part of the overall beauty of the area and that it has been enjoyed by good people, families and the community.

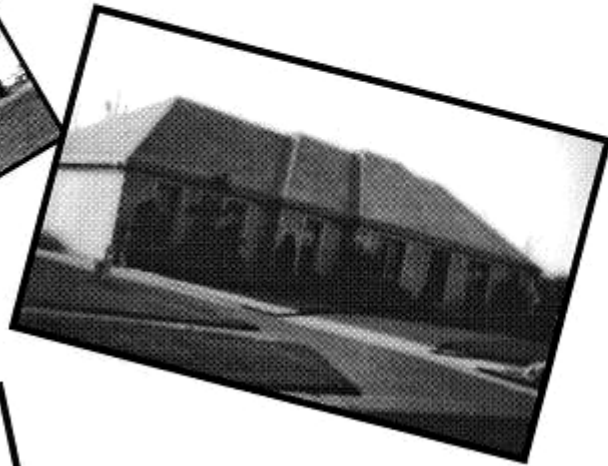
We build 8 to 12 homes a year. About half of these homes are spec homes and half are contract homes (built for a particular client).

The following pages show some of our homes and their locations. We are very proud of these new homes for our community - because this is what we do best!

Douglass Hills Estates



Douglass Hills Estates



Falls Creek



Owl Creek



Falls Creek

Sterling Springs



Sterling Springs



Indian Creek



Grandin Woods

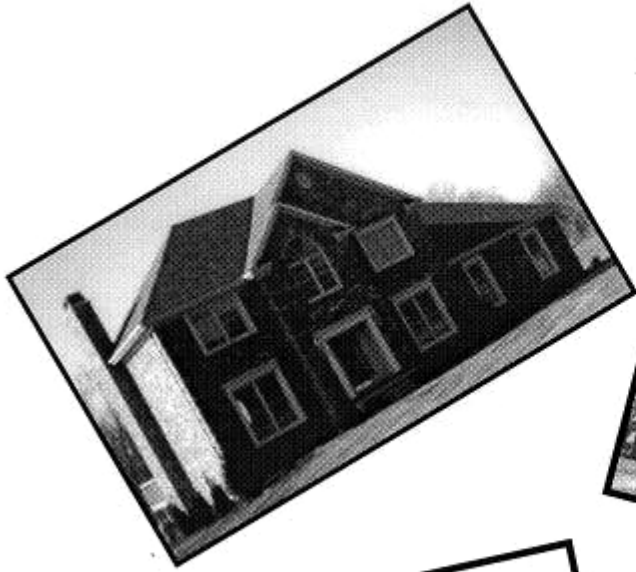


Spring Creek



Grandin Woods

Around Town



Monticello

Glenmary



Springhurst

Our fine homes are marketed by--

Al Ring

RE/MAX Properties East

10503 Timberwood Circle

Louisville, Ky 40223

425-6000 voice mail 129 / 896-4271

551-1254

1-800-444-1946



Louisville's Premier Home Building Team



If quality, comfort, style, detail, convenience, and the opportunity to enjoy the building process are important to you, we have the building team for you!

Matthews Homes
A & K Builders

A personal note to you!

Building a custom home is a very exciting and rewarding experience. In cooperation with your building team, you and your family will have the opportunity to create a home that is uniquely yours.

This booklet is designed to introduce you to our building team. It provides information and observations about the many aspects of the building process. This background will enable you to make informed decisions concerning your new home.

Initially, you will meet with Al several times to review the plans for your new home which we will draw. Usually we try to meet at one of our model homes so that we can generate ideas and thoughts regarding your home.

Following the contract signing, we will give you a step-by-step format to follow. This format identifies all items for you to select such as brick, paint, wallpaper, etc. Additionally, it recommends businesses that we have worked with for quite some time.

Prior to your move to your new home, we will jointly inspect the entire home and make a written report of any necessary completions or corrections needed.

Whether you know a little or a lot about the home building process, we encourage you to make comments, ask questions and seek explanations. Be assured that all reasonable efforts will be made to design and build an exciting and functional home of superior value.



MATTHEWS HOMES, INC. Ben & Mary Helen Matthews

Ben has been framing and building houses in the Jefferson County area for over 42 years. About, 14 years ago, Mary Helen joined him and they expanded their business into new home construction.

The combination of their experiences, positive attitudes and interpersonal skills make them a successful team.

Ben is a Registered Builder with the Home Builders Association of Louisville and has served on many Home Builders Association of Louisville committees.

Outside personal interests include their activities and involvement with the Wayside Christian Mission.



A & K BUILDERS, INC. Al & Karen Ring

Al has been selling real estate and building houses since 1977 and in 1989 changed his building name to A & K Builders, Inc. Karen joined him to provide professional decorating skills.

Al has managed two real estate offices and operated his own retail business in St. Matthews for over 10 years. He has over 30 years of business and marketing experience. His designations include Graduate Builders Institute, Certified Residential Specialist, Certified Residential Broker and Graduate Realtors Institute. Al is a Registered Builder and is also associated with RE/MAX Properties East.

Karen is the Executive Director of the Alzheimer's Association, Louisville Chapter and is very active in her church. Al is a Kentucky Colonel and a Knight of St. Matthews. He also served on many committees in the real estate industry and is a former Major and Chairman of the Board of the St. Matthews Fire Protection District.

Benefits For You

- ✓ FOUR professionals for the price of one
- ✓ Eighty-five years of combined experience
- ✓ Custom, computer drawn plans for you (ours or yours)
- ✓ Competitive pricing
- ✓ Professional decorating service
- ✓ Service of a realtor
- ✓ Registered builders limited warranty
- ✓ Both registered builders
- ✓ Monitoring on site job performance of our experienced subcontractors; providing a check and balance system

"Where caring makes the difference"



Standard Features (On most of our homes)

Registered Builders Warranty
 Pre-closing inspection and any other inspections necessary.
 50 gallon water heater
 Gas heat & central air
 Double formed poured concrete foundation with footers & rebar
 Garage & basement floor have fiber mesh concrete
 Exterior foundation water proof sealer
 4" perforated leech drain tile under basement floor connected to sump pump
 Treated 2 x 4 sill plate & sill insulation between sill plate and top of foundation
 Plastic shield & sealed sump pump for Radon protection
 Structural thermoply wall sheathing all over including corner bracing
 Fiberglass shingles (20 year warranty)
 Insulated glass windows (wood) - double hung - tilt out features
 Copper water lines
 200 Amp service
 Seamless aluminum gutters and downspouts
 Double sub - flooring in kitchens and baths for vinyl, other for ceramic tile
 220V Dryer outlet and dryer vent
 Custom kitchen & bath cabinetry
 Cultured marble vanity tops
 Smoke detectors (code)
 Two telephone jacks and two cable TV jacks
 All trim work crafted and built on site
 6 panel masonite doors throughout, wood front door
 (A) grade trim in areas to be stained
 Garage drywalled and painted, textured ceiling
 Dead bolt locks on exterior doors
 Smooth ceilings throughout
 Professional decorating service
 Ceramic tile pan in laundry rooms on second floor
 Two exterior weather electrical outlets and sillcocks
 Your choice of smooth or exposed aggregate concrete walks, patio & drive
 Deck or patio
 Stainless steel sink with disposal and chrome fixtures in kitchen
 Kitchen & hall bath- chrome fixtures, master bath & powder room- polished brass fixtures when listed
 Fluted cased openings
 Garage door opener (two transmitters)
 Brass hardware - Kwikset Lido
 Ceilings insulated with cellulose 12 inches R30
 Exterior walls insulated with fiberglass 3 5/8' inches R13
 Laundry rooms & baths will be insulated
 Realistic allowances
COMPETITIVE PRICING



Many of the professional subcontractors we work with!

APPLIANCES:

Trend Appliance Company 499-8210

CABINETS & VANITIES:

Starlite Cabinet Inc. Gene Sprigler 923-8809

CARPET & VINYL:

Bluegrass Floor Covering Wayne Allison 491-4600

ELECTRICAL:

Dixie Electric Company Gene Klusmeier 937-2278

FIREPLACE:

Fireplace Distributors 964-5996

GARAGE DOOR:

Cunningham Overhead Door 897-5700

HEATING & AIR CONDITIONING:

Robbins Heating & Air Company 964-5936

MIRRORS:

S. B. Glass Company 583-3803

LANDSCAPING:

Dean Hedges 228-3425

LIGHTING:

Brecher's 426-1520

MARBLE TUB & VANITIES TOPS:

American Bluegrass Marble 634-4417

PAINTER:

Mike Heitlauf Painting 502-743-0963

PLUMBING:

Charles Guelda & Sons 239-3469

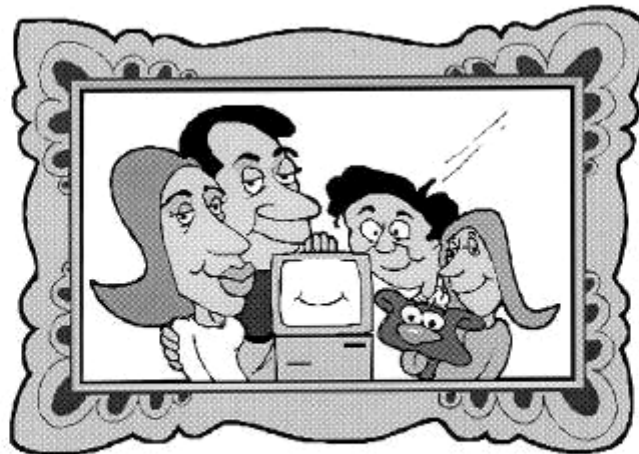
TILE:

Mumford Tile Larry Mumford 366-3052



A few of our satisfied home owners!

Bobbie & Jeff Turner 2908 Carden lane	241-8397
Tracey & Dick Albright 626 Lake Sterling Road	254-2622
Mr. & Mrs. Ken Hayes Jr. Owl Creek	245-7064
Barbara & Chuck Vann 4411 Deer Springs Court	228-6191
Terry & Sue Lofton 4408 Deer Springs Court	228-9207
Charles & Delores Oberhausen 12611 Blackthorn Trace	244-5183
Jana & Jim Weigle 9712 Grandin Woods Road	244-9994
Carla & Chuck Thieman 8401 St. George Court	491-2063
Kathy & Chip Arbegust 12600 Kirkham Road	245-0926
Cheryl & Gary Bensing 703 Lake Sterling Road	244-5356
Sandra & Bob McCormack 700 Lake Sterling Road	244-3918
Peggy & Jerry Brown 10412 Sterling Springs Road	245-9474



REALTOR HONOR ROLL

- ♥ Rebecca C. Block
- ♥ Marilyn Cleland
- ♥ Mary Eckler
- ♥ A. B. Fitzgerald
- ♥ Lee Goren
- ♥ Linda Hill
- ♥ Jeff Jones
- ♥ Barbara Krupilski
- ♥ John Pfannenschmidt
- ♥ Sandra Rainey
- ♥ Susan Treibly Shaw
- ♥ Steve Smith
- ♥ Rick Urschel
- ♥ Keith Williams
- ♥ Steve Brushears
- ♥ Kitty Cogan
- ♥ Dennis Finck
- ♥ Bill Fluhr
- ♥ Joe Hampton (2)
- ♥ Margaret N. Hunt
- ♥ Bob Kennedy
- ♥ Dave M. Meunier
- ♥ Evelyn Pusateri
- ♥ Jackie Ridsdale
- ♥ Lynda Shirota (2)
- ♥ W. A. Smith
- ♥ Betsey Vaughan
- ♥ Kathy Wilson

*Associating
with the
best!!!*



Does being computerized help? YES.

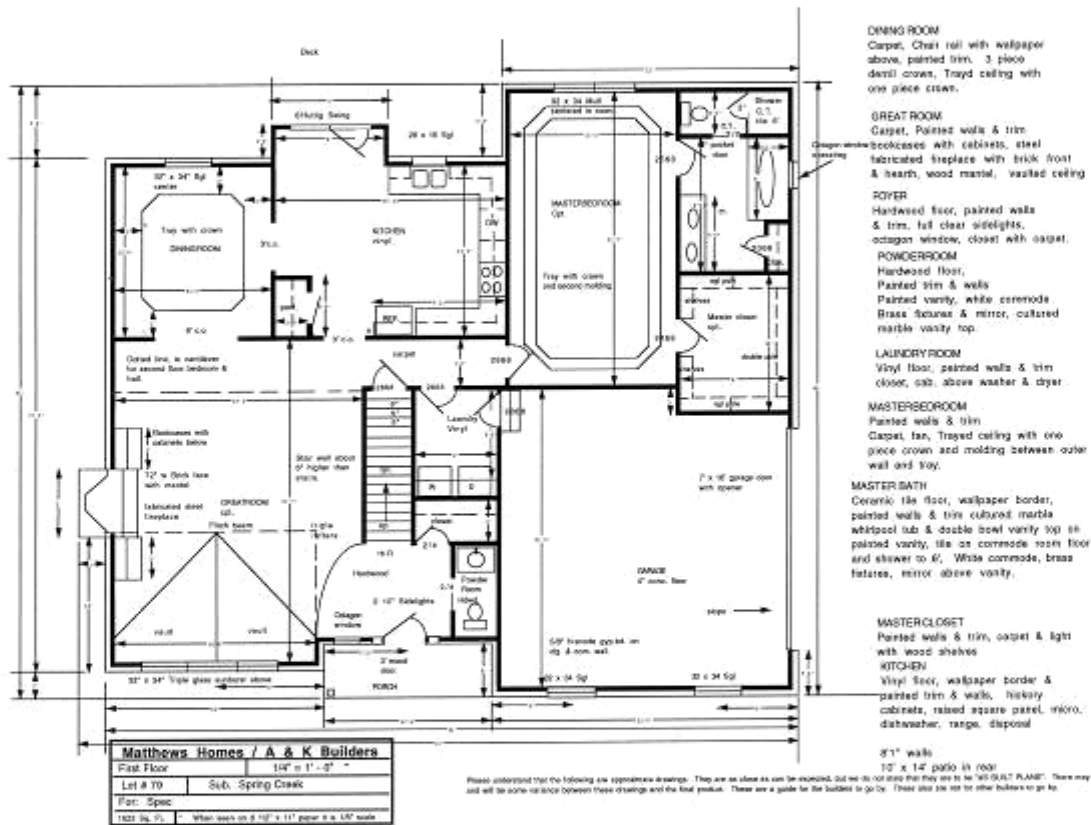


Here are some of the benefits:

- 1) It helps in paying the bills. It tracks expenses, who gets what, when, etc. It keeps us more professional, able to get it all done quicker, and our subcontractors and suppliers appreciate it.
- 2) It maintains current and relevant records on your home construction.
- 3) In drawing of plans, either ours, or yours. Quickly, we are able to make changes and try ideas we or you might have. We can see what plans would look like reversed, move a wall here, put that there, etc. This really helps the client in decision making, speeds up the whole process and makes it much more enjoyable.

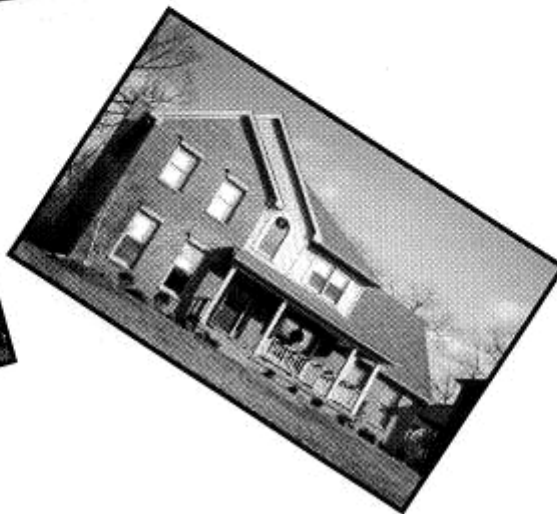
Does it cost? Sure, but we do it for our clients at no charge. We are glad to do it.

Example of our computerized plans!



We draw all our plans in 1/4" scale and print and use them in 1/8" and 1/4".
The above example is smaller than 1/8" scale.

**Just a few examples of the fine homes
we have built in the area.**



Which Comes First-the Chicken or the Egg?



Do you buy the lot first or decide on the house plan first?

Developers will always tell you, get the lot, get the lot. In some cases this is fine and it works out well. However,

Our suggestion is to be careful and be informed. Be as sure as you possibly can. It is important to do your homework.

Will your dream house fit on the lot you have bought? Will the driveway fit, with access to the garage(side entry)? Does the fall of the lot work with the garage entry? Do the trees work, or will most need to be removed? At what cost? How about rock? Is there a rock clause? Drainage? How does the house face? Where does the house fit? Will this lot add to the cost of our plan or make a typical plan more expensive to build?

These are a few of the many questions that are involved in buying a lot. A lot salesman can make most lots sound spectacular. However, your emotions take over and “presto” you have bought a lot only to find your dream house doesn't fit.

Working together with us, we can try to answer most of these important questions ahead of time. We can stake the house to determine its location, facing, does it fit, tree removal, and more.

By the way, money can be saved by having the builder buy the lot, (only one closing instead of two). In our case, if there is (most there is not) a commission involved, it can be credited back to the customer. We don't make money on lots, we make our profit on building you your home.

Do I sell my house first, at the same time or when?



That's a tough question. The answer varies in each situation. We can share some observations:

- In most cases you will need a substantial amount of front money for the builder to get started.
- The builder will need to close upon completion of the home.
- You should consider the option of having a place to stay if your present house sells before the new home is ready.
- Is your present house ready to sell?
- Do you need your equity from your present house to apply toward the new home?

Can we help sell your present home? Yes!

We have many programs designed to help you sell your present home. These programs are designed to minimize aggravation and realize a timely and profitable sale for you.

Can we help you save money on the sale of your present home? Yes!

Again, our varied programs are designed to benefit you. We can work as a team and save you money, or do it all for you at the market rate.

What size building company do I want to build my home?



Certainly big building companies will say that bigger is better. Build with the biggest. (35 to 150 houses per year) They maintain that since they build so many homes they must be good. They say they get better prices from suppliers because they buy so much. They say they can keep prices down.

The smaller building companies (1 to 5 homes per year) will say small is best. They say "I have more time to devote to just 1 or 2 houses." They say "I can maintain that many." "My subcontractors like me."

The medium size building companies (6 to 34 houses per year) will say they are the best.

What we say--

We build 8 to 12 homes per year. In almost all cases that's enough to get the largest available discounts from suppliers. Its enough to keep the subcontractors loyal to us and wanting our business. Since we are a team you deal directly with us, not foremen who may not really care. We are able to be on the building sites daily and provide the supervision necessary for a quality job. When a problem arises (and they will) we can deal with it right then, with you and move on. Having control of our own group of subcontractors puts us way ahead of most in the area of scheduling and building. We have always been and always will have very competitive pricing. We are well known by the developers, real estate agents, lenders, appraisers, inspectors, code enforcers, etc. These are the support groups, and they know, respect, and work with us. We have no desire to be the biggest builder in town, but we must build more than just a few to provide all the services we do and continue to be in business to enforce the warranties.

Allowances

Allowances are designed to protect the buyer and the builder. It is not the ideal way, but so far it is the best way to protect both parties provided they are realistic.

Let's take one of the allowance items to illustrate how we establish an allowance. In a visit to one of our model homes, we show the buyer the carpeting we use. Because we know the cost of that carpet, we can take the amount of carpet required for any room and compare it to the buyers room to establish the carpet allowance. The same process goes for lighting, wallpaper, etc.

Once you start choosing your items, its easy. If you spend more than your allowance you owe us, if you spend less, we owe you. We keep a very accurate record of this and go over it with you in detail.

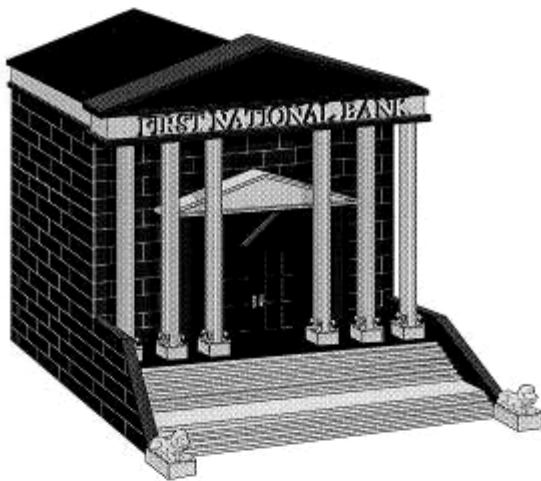
Remember we don't make money on allowances, so we are on your side. We want your dollar to stretch as far as possible, and will do all we can to help you.



Please remember that many items such as plumbing fixtures are supplied by our plumber who buys in large quantities. If you do not want to use these fixtures you will receive a credit on the amount of this fixture based on his volume buying price. You may apply this credit to the fixtures of your choice. Additional costs for your fixture preference will be your responsibility.

Money & Financing

Once the contract is signed and the lot is secured, we will need money to begin construction. Usually, we get approximately \$10,000 contract day to start the process. (Each case is different, please talk to Al on this) The remainder of the deposit is collected upon completion of the foundation. We do that because we don't need all the deposit before then, so why don't you continue to draw interest on your money. The amount of deposit varies from case to case. The more up front money we get, the less money we have to build into the price for interest. If you have already paid for your lot, it becomes part of the deposit when it switches to our name so that it is accounted for and you are protected.



Your financing should be arranged by a professional banker or mortgage banker. If you don't have these contacts, we do. We work with these people daily and we will be glad to introduce you to them. Much of this should be done before signing the contract so that you are sure of what is going on.

There are all types of loans- fixed, adjustable, locked and not locked. We strongly recommend that you sit down with these people and listen to all the information and options. Then, make the decision that is best for you. Al has been involved with financing for years and will be glad to "help" advise you with this process.

Apples to Apples!!



Many people will suggest that you should get 3 bids on your plans and compare. We certainly won't say this is wrong, but we will say that during all the years that we have been building, we have **NEVER** had our plan and materials compared equally to those of other builders. You **MUST** compare apples to apples if you elect to go this way. To do this comparison you must:

- Have a complete and detailed plan for each builder (5 to 8 sets each.)
- Have a detailed description of how each room is finished. (wallpaper, paint, flooring, crown moulds (type) outside finish, heating & air, and on and on.)
- Have a complete specifications and materials list. (This tells each builder what will be used so all builders are pricing the same.)

In most cases, pricing a home this way only gives you the price. It does not give you other valuable information. What is the builders background? Do you get along with them? Will you have a teamwork approach? How quick can they start? Are they financially sound? Will they be there next year to take care of the warranty? Do you trust them? Have you seen their work? These questions and many more are just as important as price.

What do we suggest:

Al usually meets our clients at one of our models. The clients gets a first hand look at what we build, how we build, see our trims and finishes and the care we take. Become familiar with the how, what, where, when of our team approach. Compare our product to others, this will give you the feel of pricing. Are we fair, competitive and honest? Then, if you feel satisfied, you will work with Al on your plan or ours, or a combination of plans. By now, your decision should be made. You now know who the builder of choice is going to be.

Can we give you a square footage building price? YES
Will it have any bearing on what we build? NO
Can we use it to compare to other builders? NO
Is it worth asking the question? NO

Why?

Each house is a unique situation. For example, how well does the house fit on the lot, how far back it fits, etc? These two items alone can mean thousands of dollars difference in cost. If it becomes a walkout, you must add the additional cost in brick, windows, doors, etc. Determine the length of driveway, sod or seed. That's just the outside. How is the inside finished such as carpet, hardwood, tile, appliances, wallpaper and all the other items. Let me try and give you an example of why not to "square foot" price.

Example of our typical 2,500 square foot house:

Three quarter inch glued and nailed flooring.	\$1,700.00
Fiber mesh concrete in basement and garage floors.	\$400.00
3,500 psi concrete instead of 3,000 psi concrete.	\$400.00
Double form versus single form.	\$3,200.00
Using 2" x 10"s instead of 2" x 8"s.	\$500.00
Leaded glass sidelights instead of clear glass sidelights.	\$400.00
Ceramic tile with concrete backing	\$650.00

Those are just a few examples, and most you will never see, however you will expect and want them in your new home. They total \$7,250.00 and = \$2.90 per square foot in a 2,500 square foot house. If you are comparing, we provide these items and another builder doesn't - have you really compared prices, houses, and product?

How we price:

After we have a complete and detailed plan and list of each rooms finish specifications, we take the plans to our subcontractors and have them price the job for us. We then complete the remaining figures such as allowances, concrete, brick, etc. Finally we add our profit and give you a complete and guaranteed price. This process generally takes about two weeks. If you are building a plan similar to one of our models, it usually winds up less expensive then the model and only takes a few days to price. Al will personally explain this process. A complete and comprehensive explanation of our pricing process protects both parties so that a professional and quality job is achieved.

Is building with a Registered Builder important to you?

YES



The Home Builders Association of Louisville is one of the largest and most consumer-conscious home builder associations in the nation.

With over 1,500 member businesses, our association is dedicated to the advancement of the housing industry and constantly strives to advance the professionalism of its membership.

HBAL, through its Code of Ethics, continuing education programs, and special programs, is responsible for ensuring that the products and workmanship in the homes constructed by its member builders are of the highest possible quality.

All builders joining the association are extensively screened. One of the best HBAL advantages for the consumer is the mechanism for conciliating complaints from home buyers. It has a high rate of success for resolving to everyone's satisfaction, the occasional but inevitable problems that may occur in some new homes.

At the end of this booklet, is a complete copy of the Registered Builders Limited One Year Warranty.

We strive to make your building experience a happy and enjoyable one. We know that this is one of the largest investments you are every going to make, so:

Together as a team we should all--

Enjoy this experience

Have an overall happy time

Make good memories to reflect on

Intelligently solve any and all problems

**Have a quality home that all of us are
extremely proud of.**



Our fine homes are marketed by--

Al Ring

RE/MAX Properties East

10503 Timberwood Circle
Louisville, Ky 40223

425-6000 voice mail 129 / 896-4271

551-1254

1-800-444-1946



Home Owner's Limited Warranty

No. _____

Issued to:

Name

Address

**Date of Closing
OR
Occupancy**

This acknowledges the receipt
of the
"Home Owner's Limited Warranty"

Purchaser's Signature

Purchaser's Signature

THIS LIMITED WARRANTY IS THE ONLY EXPRESSED WARRANTY EXTENDED TO OWNER BY BUILDER. ANY ITEM AND CONDITIONS NOT SPECIFICALLY COVERED BY THIS WARRANTY ARE EXCLUDED FROM COVERAGE AND ARE THE RESPONSIBILITY OF OWNER. IT IS EXPRESSLY UNDERSTOOD THAT THIS LIMITED WARRANTY IS IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, AND HABITABILITY. IN NO EVENT SHALL BUILDER BE LIABLE FOR ANY DAMAGES (CONSEQUENTIAL OR OTHERWISE) ARISING FROM ANY DEFECTS IN ANY ITEM COVERED HEREUNDER. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

WELCOME TO YOUR NEW HOME

Your new home was built by a professional builder. As a member of the National Association of Home Builders, your builder had available the entire resources of one of the nation's largest and most professional trade associations.

More than 3,000 component parts went into your home. Thousands of people had a hand in producing them. Now the components have been assembled into a fine and beautiful house for your enjoyment and comfort.

You should inspect your new home thoroughly before moving in to see that everything has been completed as agreed upon. Make sure that you are satisfied and that the builder's contractual obligations have been met.

If you discover that minor repairs are needed, formally notify the builder in writing-immediately. Telephone calls, oral statements, or messages on scraps of paper can go astray or be forgotten. One way to handle your initial service problems is to make a list of all such items and give it to your builder at the end of a specified period- perhaps 6 weeks after you move in or at some time you have mutually agreed upon. Adverse weather conditions or temporarily unavailable labor or materials may cause a delay in the completion of the jobs on your list. When this happens, your builder will explain the circumstances to you.

The manufacturers and subcontractors who made or installed the various parts and equipment in your house will be responsible for handling some of the service problems that arise while you are living in the house.

Home Owners Limited Warranty

Original Owner(s) Name(s): _____
 (hereinafter collectively called "Owner")

Builder's Name: _____
 (hereinafter called "Builder")

Commencement Date: _____



Witnesseth:

WARRANTY

NOTE: CONSEQUENTIAL AND INCIDENTAL DAMAGES ARE EXCLUDED AND THERE ARE LIMITATIONS IN THE DURATION OF IMPLIED WARRANTIES.

The Limited Warranty is extended to the above named Owner or Owners (referred to collectively as "Owner") while occupying the house as a residence during the coverage period. This warranty is extended to the original Owner only and is not transferable to subsequent owners.

TERMS

The term of the various coverages of this Limited Warranty shall begin on the commencement date. The commencement date, for purposes of this limited warranty, shall be defined as the earlier of two dates.

(a) The settlement date, otherwise known as date of closing; or (b) the initial date of occupancy and shall terminate 12 months after the commencement date, unless otherwise stated herein.

NOTE TO OWNER:

All new homes go through a period of settlement and as the seasons change periods of expansion or contraction will occur. As a result, the home will experience minor material changes which are unavoidable and considered normal. It will be helpful to the Owner's home maintenance program to keep a color chart of the different materials used on the home and a small supply of corresponding colored paint, stain, grout, etc., for easy touch up.

CONSTRUCTION QUALITY STANDARDS

The following Construction Quality Standards are based on the Southern Standards Building Code and have been accepted by the residential construction industry in general.

One Year Warranty

Section I - Site Work

1A EXCAVATING AND BACKFILLING

POSSIBLE DEFICIENCY: Settling of ground around foundation, utility trenches or other filled areas.

CONSTRUCTION STANDARD: Settling of ground around utility trenches or other filled areas, maximum allowable 6 inches. Settling of backfill around foundation shall not interfere with water drainage away from the house.

BUILDER RESPONSIBILITY: Upon request by the Owner, the Builder shall fill excessively settled areas one time only during the first year warranty. The Owner shall be responsible for any grass, shrubs or other landscaping affected by placement of such fill.

1B SITE DRAINAGE

POSSIBLE DEFICIENCY: Improper drainage of the site.

CONSTRUCTION STANDARD: The necessary grades and swales should be established to insure proper discharge away from the house. Site drainage is limited to the immediate grades and swales affecting the structure. No standing or ponding of water should remain in this immediate area after a rain, except swales which may drain longer than other areas after a rain, or sump pump discharge.

No grading determination shall be made while the frost or snow is on the ground, or while the ground is saturated.

BUILDER RESPONSIBILITY: The Builder is responsible only for establishing the proper grades and swales. The Owner is responsible for maintaining such grades and swales once they have been properly established by the Builder.

Section II - Concrete

2A EXPANSION AND CONTRACTION JOINTS

POSSIBLE DEFICIENCY: Separation or settling of concrete slabs within the structure or at expansion and contraction joints.

CONSTRUCTION STANDARD: Concrete slabs within the structure are designed to move and settle at expansion joints and contraction joints. Movements caused by expansion and contraction may cause cracks and voids to appear in the slab. Minor cracks in concrete floors are normal. Cracks exceeding 1/4 inch width or 1/4 inch in vertical displacement are considered excessive.

BUILDER RESPONSIBILITY: It is at the Builders discretion to take whatever corrective action is necessary to repair cracks and voids. If cracking and movement are within construction standard then no correction is necessary.

2B CAST-IN-PLACE CONCRETE (NON-STRUCTURAL)

POSSIBLE DEFICIENCY: Basement or foundation wall cracks.
CONSTRUCTION STANDARD: Non structural cracks are not unusual in concrete foundation walls. Such cracks greater than 1/8 inch are considered excessive.

BUILDER RESPONSIBILITY: The Builder shall repair non-structural cracks in excess of 1/8 inch. Surface patching is acceptable for non-structural cracks.

POSSIBLE DEFICIENCY: Uneven concrete floors.

CONSTRUCTION STANDARD: Concrete floors in basements or rooms designed for habitability should not have pits, depressions or areas of unevenness that would prevent its use as a finished floor.

BUILDER RESPONSIBILITY: Builder correct or repair to meet the above standards.

POSSIBLE DEFICIENCY: Pitting, scaling, or spalling of non-excluded concrete work, and attached porch/patio concrete work supported by foundation system.

CONSTRUCTION STANDARD: Concrete surfaces should not disintegrate to the extent that the aggregate is exposed under normal conditions of weathering and use.

BUILDER RESPONSIBILITY: Builder to take whatever corrective action necessary to repair or replace defective concrete surfaces. The Builder is not responsible for deterioration caused by salt, chemicals, mechanical implements and other factors beyond the Builder's control. Builder shall repair cracks as necessary so as not to be readily apparent when the finished flooring material is in place.

POSSIBLE DEFICIENCY: Cracking of attached garage slab.

CONSTRUCTION STANDARD: Cracks in garage slabs in excess of 1/4 inch width or 1/4 inch in vertical displacement are considered excessive and unacceptable. (See expansion joints.)

BUILDER RESPONSIBILITY: The Builder shall take whatever corrective action is necessary to repave or resurface defective areas.

POSSIBLE DEFICIENCY: Cracking, settling, heaving or separation of structurally attached stoops or steps.

CONSTRUCTION STANDARD: Stoops or steps should not settle, heave or separate in excess of 1 inch in relation to the house structure.

BUILDER RESPONSIBILITY: Builder shall take whatever corrective action is required to meet acceptable standards.

POSSIBLE DEFICIENCY: Cracks in structurally attached patios with footing or foundation systems.

CONSTRUCTION STANDARD: Cracks in excess of 1/4 inch vertical displacement are considered excessive and unacceptable in structurally attached patios.

BUILDER RESPONSIBILITY: Builder to repair as required.

POSSIBLE DEFICIENCY: Cracks in concrete slab-on-grade finished floors other than basement.

CONSTRUCTION STANDARD: Cracks which significantly impair the performance of the finish flooring material shall not be acceptable.

BUILDER RESPONSIBILITY: The builder shall repair cracks as necessary so as not be readily apparent when the finished flooring material is in place.

Section III - Masonry**3A UNIT MASONRY (NON-STRUCTURAL)**

POSSIBLE DEFICIENCY: Basement or foundation non-structural wall crack.

CONSTRUCTION STANDARD: Small non-structural cracks are not unusual in mortar joints of mason foundation walls. Such cracks greater than 1/4 inch in width are considered excessive.

BUILDER RESPONSIBILITY: The Builder shall repair non-structural cracks in excess of 1/4 inch by pointing or patching. These repairs should be made toward the end of the first year of the warranty period.

POSSIBLE DEFICIENCY: Cracks in masonry walls or veneer.

CONSTRUCTION STANDARD: Small cracks are common in mortar joints of masonry construction. Cracks greater than 1/4 inch in width are considered excessive.

BUILDER RESPONSIBILITY: Repair in cracks in excess of 1/4

inch by pointing or patching. These repairs should be made toward the end of the first year of the warranty period to permit normal settling for the home to stabilize.

Section IV - Wood and Plastics**4A ROUGH CARPENTRY**

POSSIBLE DEFICIENCY: Floor squeak or subfloor appears loose.
CONSTRUCTION STANDARD: Floor squeaks and loose subfloor are often temporary conditions common to new home construction and a squeak-proof floor cannot be guaranteed.

BUILDER RESPONSIBILITY: Builder should locate and make every reasonable effort to correct the problem.

POSSIBLE DEFICIENCY: Uneven wood floors.

CONSTRUCTION STANDARD: Floors should not be more than 1/2 inch out of level within any 32 inch measurement when measured parallel to the joists. Allowable floor and ceiling joist deflections are governed by the approved local building code.

BUILDER RESPONSIBILITY: Builder to repair to meet the above standard.

4B FINISH CARPENTRY (Interior)

POSSIBLE DEFICIENCY: Quality of interior trim workmanship.

CONSTRUCTION STANDARD: Joints in moldings or joints between moldings and adjacent surfaces should not result in joints exceeding 1/8 inch in width.

BUILDER RESPONSIBILITY: Repair defective joints as defined above. Caulking is acceptable.

4C FINISH CARPENTRY (Exterior)

POSSIBLE DEFICIENCY: Poor quality of exterior trim workmanship.

CONSTRUCTION STANDARD: Joints between exterior trim elements, including siding and masonry, shall not result in open joints in excess of 3/8 inch. In all cases the exterior trim, masonry and siding shall be capable of performing its function to exclude the elements.

BUILDER RESPONSIBILITY: Builder will repair open joints, as defined. Caulking is acceptable.

4D WOOD SIDING (Exterior)

POSSIBLE DEFICIENCY: Delamination or deterioration of exterior siding.

CONSTRUCTION STANDARD: Siding should not delaminate or deteriorate within manufacturer's specifications. Natural wood sidings can be expected to weather and change colors as they age.

BUILDER RESPONSIBILITY: The Builder will repair or replace as needed unless caused by Owner's neglect to maintain siding properly. Repaired area of prefinished material may not match in color and/or texture. The Owner can expect that the newly painted surface may not match original surface in color.

Section V - Thermal & Moisture Protection**5A WATERPROOFING**

CONSTRUCTION STANDARD: Leaks resulting in actual trickling of water are unacceptable. However, leaks caused by improper landscaping installed by Owner, or failure of Owner to maintain proper grades that have been established by the Builder are not covered by the warranty. Dampness of the walls or floors may occur in new construction and is not considered a deficiency.

BUILDER RESPONSIBILITY: The Builder shall take such action as necessary to correct basement leaks except where the cause is determined to result from Owner negligence.

5B INSULATION

POSSIBLE DEFICIENCY: Insufficient insulation.

CONSTRUCTION STANDARD: Insulation should be installed in accordance with applicable energy and building code requirements.

BUILDER RESPONSIBILITY: Install insulation in sufficient amounts to meet above standards.

5C SHINGLES AND ROOFING TILES

POSSIBLE DEFICIENCY: Leaks due to snow or rain being driven into the attic through vents or louvers.

CONSTRUCTION STANDARD: Attic vents and/or louvers must be provided in order to properly ventilate your house. Infiltration of rain or snow depends on the force and direction of wind.

BUILDER RESPONSIBILITY: None.

5D ROOFING AND SIDING

POSSIBLE DEFICIENCY: Ice build-up on roof.

CONSTRUCTION STANDARD: During prolonged cold spells, ice build-up is likely to occur at the eaves and valleys of a roof. This condition occurs when snow and ice accumulate, and gutters and downspouts freeze up.

BUILDER RESPONSIBILITY: This is an Owner maintenance item.

POSSIBLE DEFICIENCY: Roof or flashing leaks.

CONSTRUCTION STANDARDS: Roof or flashing should not leak under normally anticipated conditions, except where cause is determined to result from severe weather conditions, such as ice build-up.

BUILDER RESPONSIBILITY: Builder shall re-secure, caulk, repair or replace to meet the above standard.

5E FLAT BUILT-UP ROOFING

POSSIBLE DEFICIENCY: Standing water on flat built-up roof.

CONSTRUCTION STANDARD: Water should drain from flat built-up roof, with minimum collecting, except for minor ponding.

BUILDER RESPONSIBILITY: The Builder shall take corrective action to assure proper drainage.

5F FLASHING AND SHEET METAL

POSSIBLE DEFICIENCY: Flashing, valleys, gutters and/or downspouts leak.

CONSTRUCTION STANDARD: Flashing, valleys, gutters and downspouts must not leak, but gutters may overflow during heavy rain. It shall be the Owner's responsibility to keep gutters and downspouts free of leaves and debris which could cause excessive overflow.

BUILDER RESPONSIBILITY: Repair leaks.

POSSIBLE DEFICIENCY: Water stands in gutters.

CONSTRUCTION STANDARD: When gutter is unobstructed by debris, the water level may not exceed one (1) inch.

BUILDER RESPONSIBILITY: Industry practice is to install gutters approximately level without pitch. Consequently, it is entirely possible that small amounts of water will stand in certain sections of gutter immediately after a rain.

5G SEALANTS

POSSIBLE DEFICIENCY: Leaks in exterior walls due to inadequate caulking.

CONSTRUCTION STANDARD: Joints and cracks in exterior wall surfaces and around openings should be properly caulked to exclude the entry of water. Properly installed caulking will shrink and must be maintained by the Owner during the life of the home.

BUILDER RESPONSIBILITY: Builder shall repair and/or caulk joints or cracks in exterior wall surfaces once, as required to correct deficiency.

Section VI - Doors and Windows**6A WOOD AND PLASTIC DOORS**

POSSIBLE DEFICIENCY: Warpage of exterior doors.

CONSTRUCTION STANDARD: Exterior doors will warp to some degree due to temperature differential on inside and outside faces. However, they should not warp to the extent that they become inoperable or cease to be weather resistant or exceed National Woodwork Manufacturer's Association Standards (1/4 inch, measured diagonally from corner to corner).

BUILDER RESPONSIBILITY: Correct or replace and refinish defective doors to match existing doors as nearly as possible.

POSSIBLE DEFICIENCY: Shrinkage of insert panels showing

raw wood edges.

CONSTRUCTION STANDARD: Panels will shrink and expand, and may expose unpainted surface.

BUILDER RESPONSIBILITY: None.

POSSIBLE DEFICIENCY: Split door panel.

CONSTRUCTION STANDARD: Split panel should not allow light to be visible or allow the weather to get through the door.

BUILDER RESPONSIBILITY: If light is visible or the weather is getting through the door, fill split to match paint or stain as closely as possible, one time in first year.

6B GARAGE DOORS ON ATTACHED GARAGE

POSSIBLE DEFICIENCY: Garage door fails to operate properly.

CONSTRUCTION STANDARD: Garage door should operate properly.

BUILDER RESPONSIBILITY: The Builder shall correct or adjust garage doors as required, except where the cause is determined to result from the Owner installing an electric garage door opener.

POSSIBLE DEFICIENCY: Garage door allows entrance of snow or water.

CONSTRUCTION STANDARD: Garage door should seal properly under normal conditions.

BUILDER RESPONSIBILITY: Some entrance of the elements can be expected under abnormal conditions. Builder shall adjust or correct garage doors to meet normal conditions.

6C WINDOWS

POSSIBLE DEFICIENCY: Malfunction of windows.

CONSTRUCTION STANDARD: Windows should operate with reasonable ease as designed.

BUILDER RESPONSIBILITY: Builder to correct or repair as required.

6D WEATHERSTRIPPING AND SEALS

POSSIBLE DEFICIENCY: Infiltration around doors and windows.

CONSTRUCTION STANDARD: Some infiltration is normally noticeable around doors and window, especially during high winds. Poorly fitted weather stripping is not permissible. It may be necessary for the Owner to have storm windows and doors installed to provide a satisfactory solution in high wind areas.

BUILDER RESPONSIBILITY: The Builder will adjust to correct poorly fitted doors or windows, or poorly fitted weather stripping.

6E WINDOWS AND SKYLIGHTS

POSSIBLE DEFICIENCY: Leaking and condensation on windows and skylights.

BUILDER RESPONSIBILITY: Builder will correct leaks from outside of structure on skylight, however builder will not be responsible for condensation dripping from skylights.

Section VII - Finishes**7A GYPSUM WALLBOARD**

POSSIBLE DEFICIENCY: Defects which appear during first year of the Limited Warranty such as nail pops, blisters in tape, or other blemishes.

CONSTRUCTION STANDARD: Slight "imperfections" such as nail pops, seam lines and cracks not exceeding 1/8 inch in width are common in gypsum wallboard installations and are considered acceptable.

BUILDER RESPONSIBILITY: Builder will repair only cracks exceeding 1/8 inch in width, one time only, during the first year of the Limited Warranty period. Builder is not responsible for color variations in the paint.

7B CERAMIC TILE

POSSIBLE DEFICIENCY: Ceramic tile cracks and becomes loose.

CONSTRUCTION STANDARD: Ceramic tile should not crack or become loose.

BUILDER RESPONSIBILITY: The Builder shall replace any cracked tiles and resecure any loose tiles unless the defects were

caused by Owners negligence. Builder is not responsible for discontinued patterns or color variations in ceramic tile.

POSSIBLE DEFICIENCY: Cracks appear in grouting of ceramic tile joints or at junctions with other material such as a bathtub.

CONSTRUCTION STANDARD: Cracks in grouting of ceramic tile joints are commonly due to normal shrinkage conditions. Regrouting of these cracks is a maintenance responsibility of the Owner within the life of the home. Builder is not responsible for color variations or discontinued color grout.

BUILDER RESPONSIBILITY: Builder will repair grouting as necessary one time within the first year.

7C RESILIENT FLOORING

POSSIBLE DEFICIENCY: Nail pops appear on the surface of resilient flooring.

CONSTRUCTION STANDARD: Readily apparent nail pops should be repaired.

BUILDER RESPONSIBILITY: The Builder shall correct nail pops, which have broken the surface. The Builder shall repair or replace resilient floor covering in the affected area with similar material. Builder is not responsible for discontinued patterns or color variation in the floor covering.

POSSIBLE DEFICIENCY: Depressions or ridges appear in the resilient flooring due to subfloor irregularities.

CONSTRUCTION STANDARD: Readily apparent depressions or ridges exceeding 1/8 inch should be repaired. The ridge or depression measurement is taken at the gap created at one end of the six inch straight edge placed over the depression or ridge with three inches on one side of the defect held tightly to the floor.

BUILDER RESPONSIBILITY: The Builder shall take corrective action, as necessary to bring the defect within acceptable tolerance so that it is not readily visible. Builder is not responsible for discontinued patterns or color variation in floor covering.

POSSIBLE DEFICIENCY: Resilient flooring loses adhesion.

CONSTRUCTION STANDARD: Resilient flooring should not lift, bubble or become unglued.

BUILDER RESPONSIBILITY: The Builder shall repair or replace resilient flooring as required. The Builder shall not be responsible for discontinued patterns or color variation of floor covering or for problems caused by Owner neglect or abuse.

POSSIBLE DEFICIENCY: Seams or shrinkage gaps show resilient flooring joints.

CONSTRUCTION STANDARD: Gaps shall not exceed 1/16 inch width in resilient floor covering joints. Where dissimilar materials abut, a gap not to exceed 1/8 inch is permissible.

BUILDER RESPONSIBILITY: The Builder shall take action as necessary to correct the problem.

7D CARPETING

POSSIBLE DEFICIENCY: Carpeting becomes loose, seams separate or excessive stretching occurs.

CONSTRUCTION STANDARD: Wall-to-wall carpeting, installed as the primary floor covering, when stretched and secured properly should not become loose, separate or stretch excessively at its points of attachment.

BUILDER RESPONSIBILITY: Builder is to restretch or resecure carpeting one time during first year of Limited Warranty period.

7E WOOD FLOORING

POSSIBLE DEFICIENCY: Gaps have developed between strip oak floor boards.

CONSTRUCTION STANDARD: Gaps between floor boards shall not exceed 1/8 inch in width.

BUILDER RESPONSIBILITY: The Builder will repair gaps wider than 1/8 inch appearing during the warranty period by filling or by replacing the adjoining floor boards, at the Builder's option.

POSSIBLE DEFICIENCY: Strip oak floor boards are cupped.

CONSTRUCTION STANDARD: Cups in strip oak floor boards shall not exceed 1/16 inch in depth in a 3-inch maximum span measured perpendicular to the long axis of the board. Cupping caused by exposure to moisture beyond the control of the Builder is not covered.

BUILDER RESPONSIBILITY: The Builder will correct or repair to meet the standard.

7F SPECIAL COATING

POSSIBLE DEFICIENCY: Cracks in exterior stucco wall surfaces.

CONSTRUCTION STANDARD: Cracks are not unusual in exterior stucco wall surface. Cracks exceeding 1/4 inch in width are considered excessive.

BUILDER RESPONSIBILITY: Builder will repair cracks exceeding 1/4 inch in width, one time only, during the first year of the Limited Warranty period.

7G PAINTING

POSSIBLE DEFICIENCY: Mildew or fungus on painted surfaces.

CONSTRUCTION STANDARD: Mildew or fungus will form on a painted surface.

BUILDER RESPONSIBILITY: Mildew or fungus is a condition the Builder cannot control and is an Owner maintenance item.

POSSIBLE DEFICIENCY: Exterior paint or stain peels or deteriorates.

CONSTRUCTION STANDARD: Exterior paints or stain should not fail during the first year of ownership. However, fading is normal and the degree is dependent on climatic conditions.

BUILDER RESPONSIBILITY: If paint or stain is defective Builder shall properly prepare and refinish affected areas, matching color as closely as possible. Where finish deterioration affects the majority of the wall or area, the whole area should be refinished. The warranty on the newly repainted surface will not extend beyond the original warranty period.

POSSIBLE DEFICIENCY: Painting required as corollary repair because of other work.

CONSTRUCTION STANDARD: Necessary repairs under this warranty should be refinished to match surrounding areas as closely as possible.

BUILDER RESPONSIBILITY: Refinish repaired areas as indicated.

POSSIBLE DEFICIENCY: Deterioration of varnish or lacquer finishes.

CONSTRUCTION STANDARD: Natural finishes on interior

woodwork should not deteriorate during the first year of ownership. However, varnish-type finishes used on the exterior (such as doors, etc.) will deteriorate rapidly and are not covered by the warranty.

BUILDER RESPONSIBILITY: Retouch affected area of natural finished interior woodwork, matching the color as closely as possible.

7H WALL COVERING

POSSIBLE DEFICIENCY: Peeling of wallpaper is unacceptable at time of occupancy.

BUILDER RESPONSIBILITY: The Builder shall repair peeling wallpaper one time only. Builder is not responsible for minor mismatching in pattern or color.

Section VIII - Specialties

8A LOUVERS AND VENTS

POSSIBLE DEFICIENCY: Inadequate ventilation of attics and crawls spaces.

CONSTRUCTION STANDARD: Attic and crawl spaces shall have a natural ventilation area as required by the approved local building code.

BUILDER RESPONSIBILITY: The Builder shall provide for adequate ventilation. Builder is not responsible for Owner alterations to the original system.

8B FIREPLACES

POSSIBLE DEFICIENCY: Fireplace or chimney does not draw properly.

CONSTRUCTION STANDARD: A properly designed and constructed fireplace and chimney should function properly. It is normal to expect that high winds can cause temporary negative draft situations. Similar negative draft situations can also be caused by

obstructions such as large branches of a tree too close to the chimney. Some houses may need to have a window opened slightly to create an effective draft.

BUILDER RESPONSIBILITY: Determine the cause of malfunction and correct as required if the problem is one of design and construction.

POSSIBLE DEFICIENCY: Chimney separation from structure to which it is attached.

CONSTRUCTION STANDARD: Newly built fireplaces will often incur slight amounts of separation from the main structure. Separation shall not exceed 1/2 inch from the main structure in any 10' vertical measurement.

BUILDER RESPONSIBILITY: Builder to determine the cause of separation and correct if standard is not met. Caulking is acceptable.

Section IX - Equipment

9A CABINETS AND COUNTER TOPS

POSSIBLE DEFICIENCY: Warpage and operation of kitchen cabinet doors and drawer faces.

CONSTRUCTION STANDARD: Cabinet doors and drawer faces should not warp to exceed 1/4 inch, provided the proper levels of humidity have been maintained. Both cabinet doors and drawer faces should be properly adjusted and operating in a smooth, effective manner.

BUILDER RESPONSIBILITY: Adjust, repair or replace defective cabinet doors and drawer faces to correct condition.

POSSIBLE DEFICIENCY: Surface cracks, delaminations and chips in high pressure laminated vanity and kitchen cabinet countertops.

CONSTRUCTION STANDARD: Countertops fabricated with high pressure laminate coverings should not delaminate or have chips or surface cracks. The deck areas joint may have a maximum of 1/16 inch gap. All other areas of the joint may have a maximum of 1/16 inch differential in surface alignment.

BUILDER RESPONSIBILITY: Repair or replace to meet the above criteria.

Section X - Mechanical

10A WATER SYSTEM

POSSIBLE DEFICIENCY: Plumbing pipes freeze and burst and/or leak.

CONSTRUCTION STANDARD: Drain, waste and vent or water pipes should be adequately protected, as required by the applicable code, during normally anticipated cold weather, and as defined in accordance with ASHRAE designed temperatures to prevent freezing.

BUILDER RESPONSIBILITY: Builder is not responsible for freezing pipes when installed under applicable code. Owner has responsibility of protecting pipes against freezing.

POSSIBLE DEFICIENCY: Water supply system fails to deliver water.

CONSTRUCTION STANDARD: All service connections to municipal water main and private water supply are the Builder's responsibility. Private systems shall be designed and installed in accordance with all approved building, plumbing and health codes.

BUILDER RESPONSIBILITY: Builder to repair as necessary if failure is the result of defective workmanship or materials. If conditions beyond his control disrupt or eliminate the sources of the supply then it is not his responsibility.

10B SEPTIC TANK SYSTEM

POSSIBLE DEFICIENCY: Septic system fails to operate properly.

CONSTRUCTION STANDARD: Septic system should be capable of properly handling normal flow of household effluent. Septic system should be designed and installed to comply with state, county or local code regulations. Owner shall be responsible for septic system maintenance.

BUILDER RESPONSIBILITY: Builder shall be responsible for the installation of an operational system and shall take corrective action

to repair. Builder shall not be responsible for malfunction which occurs through owner negligence, abuse, from conditions that are beyond his control or if system specified by local regulatory agency proves inadequate.

10C PLUMBING

POSSIBLE DEFICIENCY: Faucet or valve leak.

CONSTRUCTION STANDARD: No valve or faucet should leak due to defects in materials or workmanship. However, leakage caused by worn washers or seats is an Owner maintenance item.

BUILDER RESPONSIBILITY: Builder shall repair or replace the leaking faucet or valve unless leakage is due to a worn washer or seat.

POSSIBLE DEFICIENCY: Defective plumbing fixtures, appliances or trim fittings.

CONSTRUCTION STANDARD: Fixtures, appliances or fittings should comply with their manufacturer.

BUILDER RESPONSIBILITY: The Builder shall replace any fixture or fitting which is outside of acceptable standards as defined by the manufacturer.

POSSIBLE DEFICIENCY: Noisy water pipes.

CONSTRUCTION STANDARD: There will be noise emitting from the water pipe system due to the flow of water.

BUILDER RESPONSIBILITY: Builder cannot remove noises due to water flow and pipe expansion.

POSSIBLE DEFICIENCY: Leakage from any piping other than those caused by frozen pipes.

CONSTRUCTION STANDARD: No leaks should exist in any soil, waste vent or water pipe. Condensation on piping does not constitute leakage and is not covered.

BUILDER RESPONSIBILITY: Builder shall make necessary repairs to eliminate leakage.

POSSIBLE DEFICIENCY: Stopped up sewers, fixtures and drains.

CONSTRUCTION STANDARD: Sewers, fixtures and drain should operate properly.

BUILDER RESPONSIBILITY: The Builder is not responsible for sewers, fixtures and drains which are clogged through the Owner's negligence. Where defective construction is the cause, the Builder shall assume the cost or repair. Where Owner negligence is shown to be cause, the Owner shall assume all repair costs.

POSSIBLE DEFICIENCY: Cracking or chipping of porcelain or fiberglass surfaces.

CONSTRUCTION STANDARD: Chips and cracks on surfaces of bathtubs and sinks can occur when the surface is hit with sharp or heavy objects.

BUILDER RESPONSIBILITY: Builder to repair any chips or cracks noted prior to first occupancy.

10D HEATING

CONSTRUCTION STANDARD: Heating system should be capable of producing an inside temperature of 70 degrees F, except in vaulted areas at a height of 5 feet above the floor, under local outdoor winter design conditions as specified in ASHRAE handbook. Federal, state or local energy codes shall supersede this standard where such codes have been locally adopted. Must be allowed at least 72 hours to maintain 70 degrees F.

BUILDER RESPONSIBILITY: Builder shall correct the heating system as required to provide the required temperatures. The Owner shall be responsible for balancing dampers, registers and other minor adjustments.

10E COOLING

POSSIBLE DEFICIENCY: Inadequate cooling.

CONSTRUCTION STANDARD: Where air conditioning is provided, the cooling system shall be capable of maintaining a temperature of 78 degrees F, as measured in the center of each room at a height of 5 feet above the floor, under local outside summer design conditions as specified in ASHRAE handbook. Federal, state or local energy codes shall supersede this standard where such codes have been locally adopted.

BUILDER RESPONSIBILITY: Correct cooling system to meet temperature conditions, in accordance with specifications. Where

outside temperatures exceed 93 degrees F, a differential of 15 degrees F will be accepted.

POSSIBLE DEFICIENCY: Refrigerant lines leak.

CONSTRUCTION STANDARD: Refrigerant lines should not develop leaks during normal operating.

BUILDER RESPONSIBILITY: Repair leaking refrigerant lines and recharge unit.

10F CONDENSATION LINES

POSSIBLE DEFICIENCY: Condensation lines clog up.

CONSTRUCTION STANDARD: Condensation lines will clog under normal use. This is an Owner maintenance item.

BUILDER RESPONSIBILITY: Builder to provide unobstructed condensation lines at occupancy.

10G EVAPORATIVE COOLING

POSSIBLE DEFICIENCY: Improper mechanical operation.

CONSTRUCTION STANDARD: Equipment must function properly at temperature standard set.

BUILDER RESPONSIBILITY: Correct and adjust so that blower and water system operate as designed.

10H AIR DISTRIBUTION

POSSIBLE DEFICIENCY: Noisy ductwork.

CONSTRUCTION STANDARD: When metal is heated it expands and when cooled it contracts. The result is "ticking" or "crackling" which is generally to be expected.

BUILDER RESPONSIBILITY: The stiffening of the ductwork and the gauge of the metal used shall be such that ducts do not "oilcan." The booming noise caused by "oil canning" is not acceptable and the builder must take necessary steps to eliminate this sound.

POSSIBLE DEFICIENCY: Ductwork separates or becomes unattached.

CONSTRUCTION STANDARD: Ductwork should remain intact and securely fastened.

BUILDER RESPONSIBILITY: Reattach and resecure all separated or unattached ductwork.

Section XI - Electrical

11A ELECTRICAL CONDUCTORS

POSSIBLE DEFICIENCY: Failure of wiring to carry its designed fuse load to the electrical box.

CONSTRUCTION STANDARD: Wiring should be capable of carrying the designed load for normal residential use to electrical box.

BUILDER RESPONSIBILITY: Check wiring for conformity with local and state electrical code requirements. Repair wiring if it does not conform to code specifications.

11B SWITCHES AND RECEPTACLES

POSSIBLE DEFICIENCY: Malfunction of electrical outlets, switches or fixtures.

CONSTRUCTION STANDARD: All switches, fixtures and outlets should operate as intended.

BUILDER RESPONSIBILITY: Repair or replace defective switches, fixtures and outlets.

11C SERVICE AND DISTRIBUTION

POSSIBLE DEFICIENCY: Ground fault interrupters trips frequently.

CONSTRUCTION STANDARD: Ground fault interrupters are sensitive safety devices installed into the electrical system to provide protection against electrical shock. These sensitive devices can be tripped very easily.

BUILDER RESPONSIBILITY: Builder is to install ground fault interrupter in accordance with approved electrical code. Tripping is to be expected and is not covered, unless due to faulty installation.

MANUFACTURER'S WARRANTIES

MANUFACTURER'S WARRANTIES:

Builder assigns and passes through to Owner the Manufacturer's warranties on all "consumer products" as defined in the Magnuson-Moss Warranty Act (15 U.S.C. SS 2301-2311). The following items are classified as "consumer products" when sold as part of a house and are covered by Magnuson-Moss Warranty Act:

1. Heating and Ventilation - Furnace, air conditioning, coils and compressor, humidifier, electronic air cleaner, heat pump, exhaust fan, thermostat.
2. Mechanical/Electrical - Intercom, central vacuum system, security system, fire and smoke alarm, fire extinguisher, garage door opener, door chimes, electric meter, gas meter, barbecue grill, light bulbs.
3. Plumbing - Water heater, water pump, water meter, sump pumps, water softener.
4. Appliances - Oven, surface unit, range, trash compactor, freezer, refrigerator, dishwasher, oven hood, disposal, ice maker, food center, clothes washer, clothes dryer, hot water dispensers.

EXCLUSIONS:

The following are not covered by the Limited Warranty:

1. Any appliance, equipment, or other item in the house which is a "consumer product" as defined above under manufacturer warranties.
2. Damage due to the abuse or neglect of the Owner or the Owner's failure to provide proper maintenance.
3. Defect in swimming pools, patios, walkways, driveways, retaining walls, fences, or any other improvements not a part of the house itself.
4. Any natural trees, grasses, sodding or other landscaping.
5. Defects or damage caused by someone other than Builder.
6. Defects or damage resulting from any changes made by someone other than Builder including, but not limited to, changes in the structure of the house, mechanical or electrical systems, and exterior grading.
7. Injury to any person, bodily or otherwise, whether or not caused by any defect in the construction of the house and whether or not resulting from the negligence of the Builder.
8. Defects in or damage to any real or personal property which was not a part of the house or real property included in the original purchase.
9. Normal wear and tear, normal deterioration, normal discoloration, warpage or shrinkage of materials or other normal changes which are the result of characteristics common to the materials used.
10. Loss or damage not caused by a defect in the construction of the house by the Builder.
11. Accidental loss or damage including, but not limited to: fire, explosion, smoke, insect damage, soil erosion, water escape, changes not reasonably foreseeable in the level of the underground water table, glass breakage, windstorm, hail or lightning, extremes in temperature, falling trees, aircraft and vehicles, flood, earthquake (exclusive of soil movement from causes other than flood or earthquake), except when such loss or damage is caused by our failure to comply with acceptable standards and practices.
12. Minor defects including chips, scratches and mars in tile, woodwork, walls, painting, porcelain, brick, counter tops, mirrors, carpeting, marble, glass, and plumbing fixtures which are not recognized and brought to our attention at the time of final inspection.
13. Incidental or consequential damages.

CLAIMS PROCEDURES:

Upon detecting the existence of a defect, the Owner shall follow the procedures set forth below:

1. If the defect is covered by this Limited Warranty, written notice with a thorough and complete explanation of the defect, shall be sent to Builder. Only emergency reports will be taken by telephone. Following the receipt of your requests, we will make an inspection of your home within thirty (30) days after receipt of such notice. If such inspection reveals that repairs or adjustments covered by the Limited Warranty are required, we will make the necessary repairs or adjustments within ninety (90) days at no cost to you, weather and labor conditions permitting and emergencies excepted. Inspection, service and repairs will only be performed during normal working hours, 8:00 a.m. to 5:00p.m., Monday through Friday.
2. If the defect is covered by a manufacturer's warranty, follow the instructions provided with such warranty. In the absence of a written manufacturer's warranty, contact Builder's office for information and assistance in filing the claim.

BUILDER'S PERFORMANCE:

If a defect is an item which is covered by this Limited Warranty, the Builder will repair or replace, or pay Owner the reasonable costs of repairing or replacing the defective item. The choice among repair, replacement or payment is the Builder's. Action taken by the Builder to correct defects shall not extend any term of this warranty. Corrective work shall be performed by builder only during normal working hours, 8:00 a.m. to 5:00 p.m., Monday through Friday. No corrective work will be performed on Saturday, Sunday or company holidays. Builder shall not be required to enter the premises to perform corrective work unless Owner has provided Builder with key, written permission to enter and a complete written release of liability. Corrective work performed by Builder to repair a defect covered by this Limited Warranty shall be at no charge to Owner.

CONCILIATION/ARBITRATION:

If defects are claimed by Buyer, Buyer and Builder shall comply with the claim procedures in the limited warranty, including but not limited to the notice requirements. If Builder fails to comply with the claim procedures in the limited warranty or if the parties are unable to mutually resolve any question with respect to the performance of this Agreement, Buyer may contact the Home Builders Association of Louisville, and request conciliation. The provisions of this last sentence shall not apply unless Builder is at all times during the conciliation procedure a member of the Home Builders Association of Louisville. The Association provides the conciliation procedure only as a service to its members and the home buyer and does not undertake or guarantee, expressly or impliedly, to perform any obligation of Builder resulting from such procedure. If the parties are unable through conciliation to mutually resolve any controversy or claim arising out of or relating to the limited warranty, or an alleged breach thereof, then it shall be settled by binding arbitration in accordance with the Rules of Construction Arbitration Associates, Ltd., and the Kentucky Arbitration Act. The required fee to bring about said arbitration shall be equally shared by Builder and Buyer. Should Construction Arbitration Associates, Ltd., be unavailable to arbitrate the controversy, then another professional arbitration service, mutually agreeable shall be utilized.

**Especially Prepared
for:**

**Mr. & Mrs. John Doe
2404 Phoenix Hill drive
Louisville, Ky 40207**

May 10, 1995

**PROPOSAL FOR NEW
HOME**

**Matthews Homes
A & K Builders**



MATTHEWS HOMES, INC.

A & K BUILDERS, INC.



2403 Phoenix Hill Drive, Louisville, KY 40207 425-6000 896-4271

Items included for home of Doug & Rose Howell, 2304 Hayward Road, Louisville, KY 40222. home 423-9460 his work 580-1966 and her work 485-8350 and Matthews Homes, Inc./A & K Builders, Inc.

INCLUDES:

Pre-closing inspection and any other inspections necessary.
 50 gallon water heater
 Gas heat- 80% furnace - central air
 Garage & basement floor to have fiber mesh concrete
 Exterior foundation water proof sealer
 4" perforated leech drain tile under basement floor connected to sump pump
 Treated 2 x 4 sill plate & sill insulation between sill plate and top of foundation
 Plastic shield & sealed sump pump for Radon protection
 Structural Thermoply wall sheathing all over including corner bracing
 Fiberglass shingles (20 year warranty)
 Insulated glass windows (wood) - double hung - tilt out features.
 Copper water lines
 200 Amp service
 Seamless aluminum gutters and downspouts
 Double sub - flooring in kitchens and baths for vinyl, other for ceramic tile
 220V Dryer outlet and dryer vent
 Custom kitchen hickory cabinets (see detail below)
 Custom bath cabinetry (painted)
 Cultured marble vanity tops
 Smoke detectors (code)
 Three telephone jacks and two cable TV jacks
 All trim work crafted and built on site
 6 panel doors throughout
 (A) grade trim in areas to be stained
 Garage drywalled and painted, textured ceiling
 Dead bolt locks on exterior doors
 Smooth ceilings throughout
 Professional decorating service
 Up to 4 color selections (dark colors 2 coats only)
 All ceramic tile with cement base (not glued on)
 Two exterior weather electrical outlets and sillcocks
 Deck 12' x 14'
 Sod (Allowance)
 Stainless steel sink with disposal and chrome fixtures in kitchen
 Kitchen and hall bath, chrome fixtures, master bath and powder room, polished brass fixtures

Fluted cased openings
Garage door opener (2 transmitters)
Wood front door (6 panel) with brass plate
Brass hardware - Kwikset Lido
Ceilings insulated with cellulose 12 inches R30
Exterior walls insulated with fiberglass 3 5/8' inches R13
Floors needed to be insulated, will be insulated with fiberglass 9 inches R19
Laundry rooms & baths will be insulated

SPECIAL:

Clear glass sidelights, full
Bay window on front of great room, no sunburst window.
First floor 8'1" ceilings
Inset brick corners on front
Shutters on garage windows
Wallpaper in dining room, border in kitchen, breakfast room, powder room and master bathroom.
Brick front on fireplace
Kitchen to be larger than one client has seen. (See plans)
Gas starter and gas logs to be included.
There is to be tub sink in laundry room.
Dining room to have double mull as in plans.
The wall between the master bedroom and kitchen is to be insulated.
There is to be a pocket door in the master bath/closet.
There is to be a tile shower (not bath) in the hall bath with chrome door.
There is to be a stone front on the fireplace similar to lot #148 SPRINGHURST.

ROOM DESCRIPTIONS:

FOYER AREA--Hardwood floor with no accent, painted walls & trim, clear glass sidelights, closet with carpet on floor, octagon window. Stain to match kitchen.

DINING ROOM--Carpet, painted wall below chair rail, painted trim, 3 piece dentil crown on outer wall. Six inch tray ceiling with one piece crown. Wallpaper above chair rail.

POWDER ROOM--Hardwood floor painted walls & trim, white standard commode, painted vanity with cultured marble top, standard mirror above. Brass fixtures. Wallpaper border.

GREAT ROOM--Carpet, bookcase with cabinets (to be stained and to match kitchen), wood mantel. Painted woodwork. Fire place, stone front, pre-fab with no blower but will have gas logs.

KITCHEN--Vinyl floor, wallpaper border and painted walls & trim. Hickory cabinets with soffit, hidden hinges, raised square panel doors, & refrigerator end panel. G. E. range and microwave.

MASTER BEDROOM--Painted walls & trim, carpet, large walk-in closet. Four inch tray ceiling with one piece crown and outer bed mould trim around tray.

MASTER BATH--Wallpaper border & painted walls & trim, whirlpool tub, painted double bowl vanity with cultured marble top, mirror above. Tile on commode floor and to 6' in shower. White standard commode, chrome fixtures in shower, polished brass other, with brass shower door. Carpet on floor, and octagon window above whirlpool tub.

HALL BATH--Painted walls & trim, painted vanity with cultured marble top and mirror above. White commode and ceramic tile shower with chrome door and floor. Chrome fixtures.

BEDROOMS #2,3,4, -- painted walls & trim, carpet, ceiling light.

LAUNDRY--Painted walls & trim, painted cabinet. To have tub sink.

ALLOWANCES:

Wallpaper in dining rm, border in kitchen & master bath	Allowance	\$440.00
Appliance list G. E. - GSD820P dishwasher, G. E. JDP23 range with micro. (disposal not in allowance)	Allowance	\$1,250.00
Lighting & fan includes smoke detectors, bathroom fans, all other fans, door bells, all recessed lights, basement and garage lights + all other lighting	Allowance	\$1,400.00
Flooring carpet in dining, living, family room, all bedrooms, hall stairs, and master bath. Vinyl in kitchen & laundry area.	Allowance	\$3,400.00
Shrubs with mulched shrub beds	Allowance	\$600.00
Sod / seed / straw (will not cover entire yard)	Allowance	\$1,000.00
Mirrors	Allowance	\$340.00

NOTES & OPTIONS:

- Additional electrical, TV or telephone outlets are \$25.00 each.
- Additional concrete for flatwork per square foot; \$3.50.
- Additional deck including labor, per square foot; \$8.25.
- Screens for windows installed (white) \$15.00 each. (not included in present price.)
- Bathroom towel rods and toilet paper holders are not furnished by builders.



MATTHEWS HOMES, INC. A & K BUILDERS, INC.



2403 Phoenix Hill Drive, Louisville, KY 40207 425-6000 896-4271

SPECIFICATIONS AND MATERIALS

PROPERTY ADDRESS: _____ Louisville, Ky

BUILDER: Benjamin E. Matthews D/B/A/ Matthews Homes, Inc. & Alan D. Ring (AI)
D/B/A A & K Builders, Inc.

ADDRESS: 2403 Phoenix Hill Drive, Louisville, KY 40207

OWNER: Doug & Rose Howell

1. EXCAVATION:

Bearing soil clay. Maximum depth of excavation 6.6 ft. All soil to be used on site.

2. FOUNDATIONS:

Basement wall thickness 9". Basement height 8' +/-. Basement column piers 24" x 24" x 12". Garage & house footings 16" x 24". Deck and or porch piers 12" x 12" x 12".

Steel: Footings 2 rows 1/2" rebar. Foundation 4 rows 1/2" rebar. Girder 8" 17#. Steel and 3--2" x10" construction pine. Columns 3" round. Foundation concrete 3500# P.S.I.

Waterproofing asphalt coating/exterior concrete walls. Basement floor fill 4" stone. Basement concrete 3500#P.S.I., smooth finish with .004 mil plastic under slab.

Waterproofing under slap 4" leech bed hose connected to 4" sump pump or rear yard or appropriate area. Garage floor 3500# P.S.I. smooth finish. Driveway 3500# P.S.I. exposed aggregate Walks on front 3500# P.S.I. exposed aggregate

3. CHIMNEY:

Material masonry facing brick.

Lining & size Triple wall aluminum 16" round.

Damper metal, Mantel wood, Lining fire brick.

Chimney cap Metal Flashing material 40# tin, painted .

Clean out door 0 Ash dump 0 .

4. FLOOR FRAMING: 1st. & 2nd. floors

Foundation plates 2" x4" treated. Foundation plate insulation 1/4" styrofoam.

1st. floor joists 2" x 10" - 16" O.C. Subfloor 3/4" T & G plywood - glued & nailed

2nd. floor joists 2" x 10" - 16" O.C. 2nd. floor subfloor 3/4" T & G plywood - glued & nailed

Bridging 1" x 3", fastened with nails.

5. EXTERIOR WALLS:

Size, spacing, species, grade 2" x 4" - 16" O.C. construction yellow pine.

Sheathing 1/8" Thermoply, aluminum coated two (2) sides.

Veneer Brick

Corner bracing 1/8" Thermoply, aluminum coated two (2) sides.

Siding Vinyl Siding.

6. FINISH FLOORING:

Carpet in great rm., dining rm., hall, all bedrooms and on stairs

Foyer 25/32" oak flooring

Half bath 25/32" oak flooring Kitchen vinyl Basement area _____

Baths ceramic tile around tub & floor in hall bath and carpet in master

7. INTERIOR WALL FRAMING:

Size, spacing, grade, species 2" x 4" - 16" O.C. construction pine

Sole plate size 2" x 4" Cap size 4" x 4"

Opening headers All bearing headers 2-2" x 10" Other minimum 2-2" x 6"

8. CEILING FRAMING:

Size, spacing, grade, species 2" x 6" - 16" O.C., construction pine Other 1" x 8" stay board

9. ROOF FRAMING:

Size, spacing, grade, species 2" x 6" - 24" O.C. construction pine

Slope 9" in 12" Hip rafter size, grade, species 2" x 8" construction pine

Collar ties 2" x 4" - 48" O.C.

10. ROOFING:

Sheathing 4' x 8' OSB 7/16" Underlay 15# asphalt saturated felt
Roofing Fiberglass (20 year)

11. GUTTERS & DOWN SPOUTS:

Material Aluminum Size 5" on gutters Down spouts 3" drained to splash blocks
Paint 2 coats

12. DRY WALL:

Material Gypsum Thickness 1/2"
Finish All smooth in house and garage walls. Garage ceiling to be textured

13. DECORATING:

1st. floor All rooms painted, 2 coats, latex 2nd. floor All rooms painted, 2 coats latex
Wallpaper Master bath border, dining room above chair rail, border in kitchen & breakfast room and powder room. -- Allowance for paper and labor \$440.00

14. INTERIOR TRIM:

Window/door type, size, species Molded, 2 1/4" white pine, finger jointed
Base style, size, species O.G. 4 1/4" white pine, finger jointed
Doors - exterior 1 3/4" wood with metal threshold
Doors - interior 1 3/8" Masonite, 6 panel

15. KITCHEN CABINETS & VANITIES:

Kitchen:
Material Plywood, Mill made, prefinished Hickory
Counter top Formica End & back splash Formica
Size of base units 24" Size of wall units 12"
Cabinets in baths:
Material Plywood Counter top Marble End & back splash Marble

16. STAIRS:

Main:
Carriages 2" x 10" - construction Y.P. Risers 1" x 8" - white pine
Treads 1" x 10" - 1/2" structure wood.
Rail Oak
Rail at top of stairs Oak rail and 1 1/4" balusters

17. PLUMBING:

Water supply Public Water piping Copper or brass
Water heater 50 gallon gas Sump pump Yes sealed for radon
Sill cocks Two (2)
Sink One (1) kitchen
Lavatory four (4) baths Water closets Three (3) baths
Tub shower (1) 2nd. floor Master bath separate shower
Whirlpool type tub in master bath

18. HEATING & AIR CONDITIONING:

Furnace Gas - Carrier Model 150,000 BTU. 6" Thermiser vent control
80% heating and cooling thermostat, with 10 SEER Air Conditioning (1) supply in
basement. One (1) kitchen hood with exhaust fan and light.

19. ELECTRIC WIRING:

Type of cable Non-metallic cable Circuit breaker Yes Number of outlets
Special purpose outlets Range, dishwasher, dryer, disposal, two (2) outside
outlets.

Light fixtures:
As builder prescribes and four (4) porcelain fixtures in basement, one (1)
porcelain fixture in garage. Door bell and chimes (1) porcelain in storage area
Allowance \$1,400.00 for light fixtures, fans, four (code) smoke detectors.

20. INSULATION:

Exterior walls of house 3 5/8" R-13 fiberglass batts
House attic 12" R-30 Cellulose Floors needing insulation 9" fiberglass batts

21. GARAGE:

Items not covered heretofore:
Garage door One (1) 16' x 7' metal overhead door - operator with two (2)
transmitters

22. SPECIAL EQUIPMENT:

General Electric range with Micro, General Electric dishwasher and a disposal

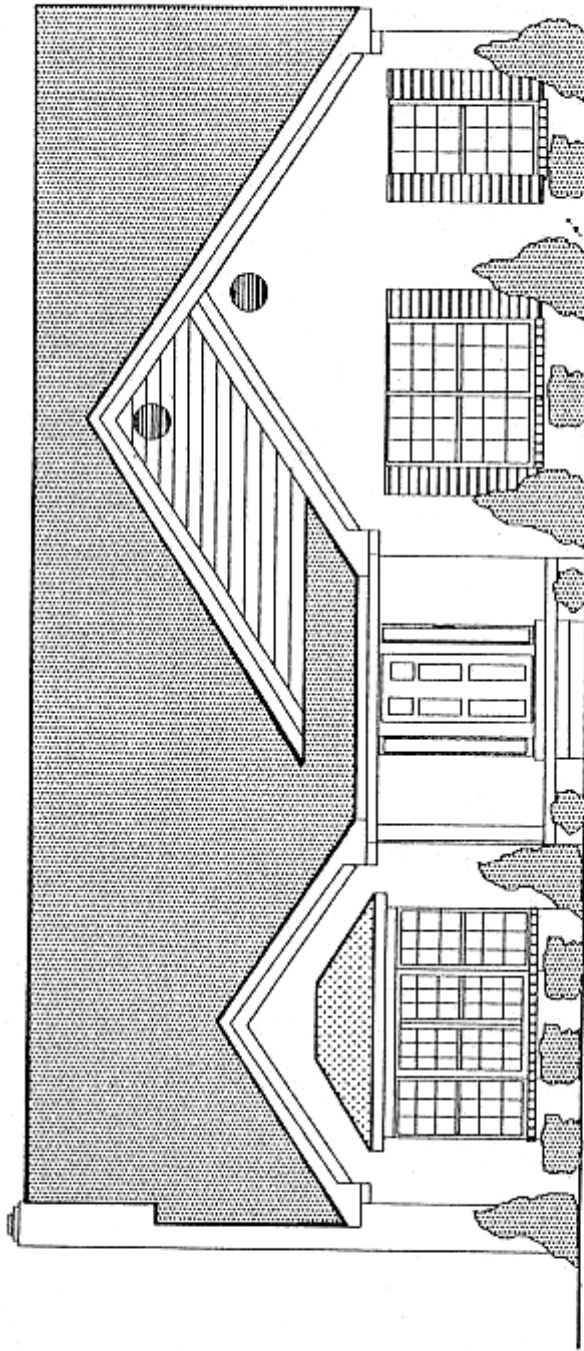
Hardware:
Kwikset Lido brass

23. FRONT STOOP:

Describe: Concrete - exposed aggregate Steps: exposed aggregate
Rear deck: 12' x 14' treated wood

24. MISCELLANEOUS:

Front walk: 3' 6" at porch to 3' 6" at drive, concrete base, aggregate finish, 3500# P.S.I.
Drive: Concrete, 3500# P.S.I., 10 ft as it leaves street and comes to rear of garage, Turnaround at garage to be minimum as needed.

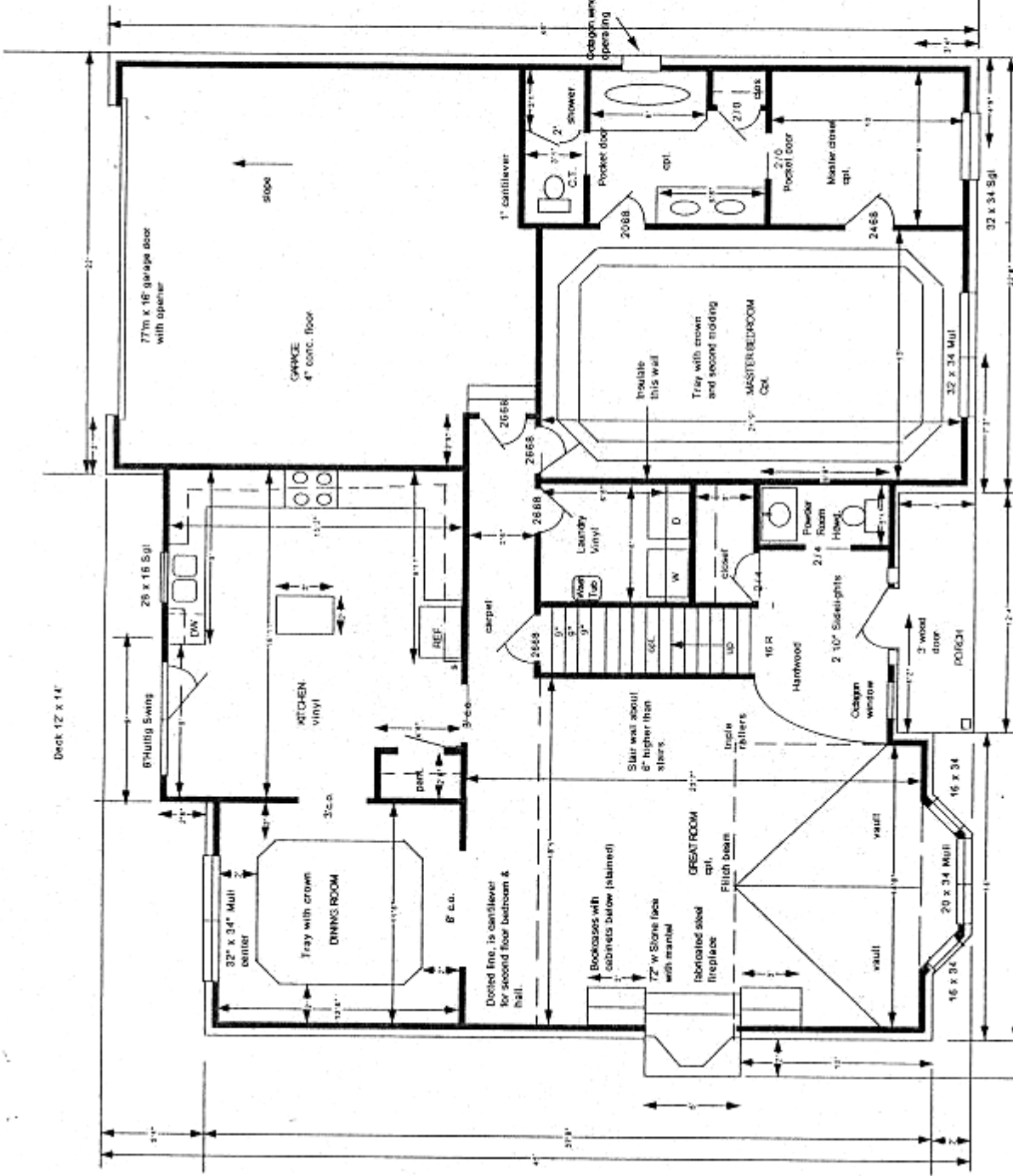


- NOTES:** First floor 8' 1"
 Porch with roof
 One louver in garage area Octagon in porch area
 Brick with Inset corners
 9/12 pitch
 Shutters on garage windows

Matthews Homes / A & K Builders	
Front Elevation	1/4" = 1' - 0" *
Lot # 0	Sub.
For: Doug & Rosa Howell	
2415 Sq. Ft. * When seen on 8 1/2" x 11" paper it is 1/8" scale	

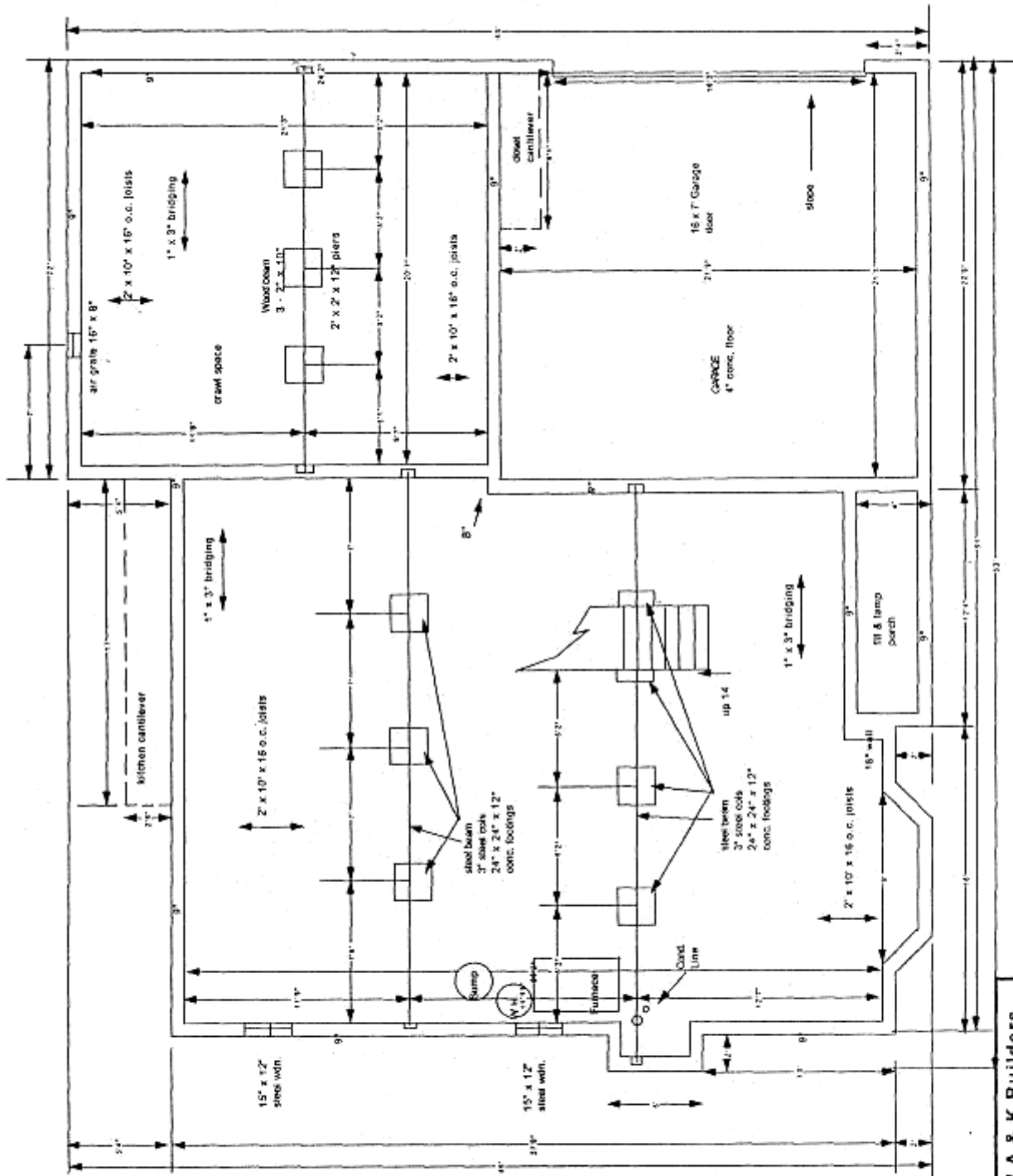
Please understand that the following are approximate drawings. They are as close as can be expected, but we do not state that they are to be "AS BUILT PLANS". There may be some variance between these drawings and the final product. These are a guide for the bidders to go by. These also are not for other bidders to go by.

- DINING ROOM**
Carpet, Chair rail with wallpaper above, painted trim, 3 piece dentil crown, 6" Trayd ceiling with one piece crown.
- GREAT ROOM**
Carpet, Painted walls & trim bookcases with cabinets, steel fabricated fireplace with stone front & hearth, wood mantel, vaulted ceiling and gas loggs
- FOYER**
Hardwood floor, painted walls & trim, full clear sidelights, octagon window, closet with carpet.
- PORCHER ROOM**
Hardwood floor, Painted trim & walls. Painted vanity, white standard commode. Brass fixtures & mirror, cultured marble vanity top. Wallpaper border.
- LAUNDRY ROOM**
Vinyl floor, painted walls & trim cabinet above washer & dryer, tub sink.
- MASTER BEDROOM**
Painted walls & trim Carpet, 4" trayed ceiling with one piece crown and molding between outer wall and tray.
- MASTER BATH**
Carpet floor, wallpaper border, painted walls & trim cultured marble whirlpool tub & double bowl vanity top on painted vanity, tile on commode room floor and shower to 6". White standard commode, brass fixtures, mirror above vanity.
- MASTERCLOSET**
Painted walls & trim, carpet & light with steel plastic covered shelves.
- KITCHEN**
Vinyl floor, wallpaper border & painted trim & walls, hickory cabinets, raised square panel, micro, dishwasher, range, disposal



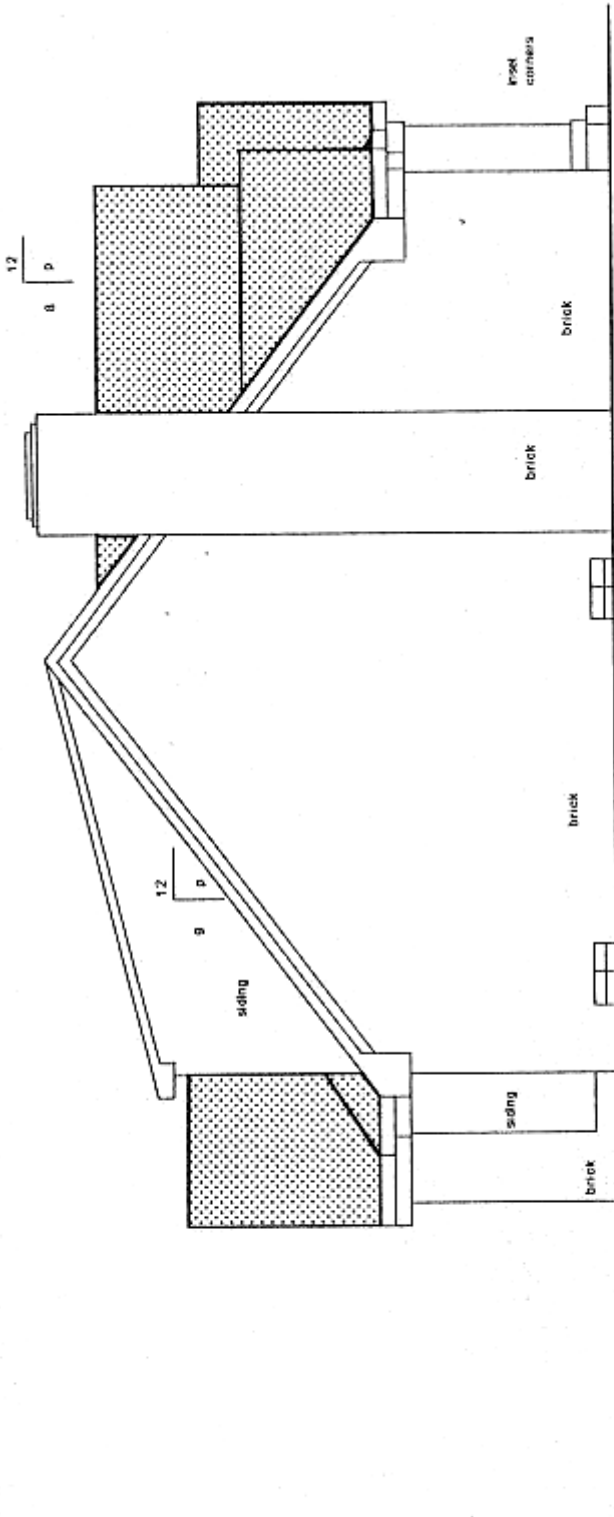
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Matthews Homes / A & K Builders	
First Floor	1/4" = 1' - 0"
Lot # 0	Sub.
For: Doug & Rose Howell	
1625 So. Fl. • When seen on 8 1/2" x 11" paper it is 1/2" scale	



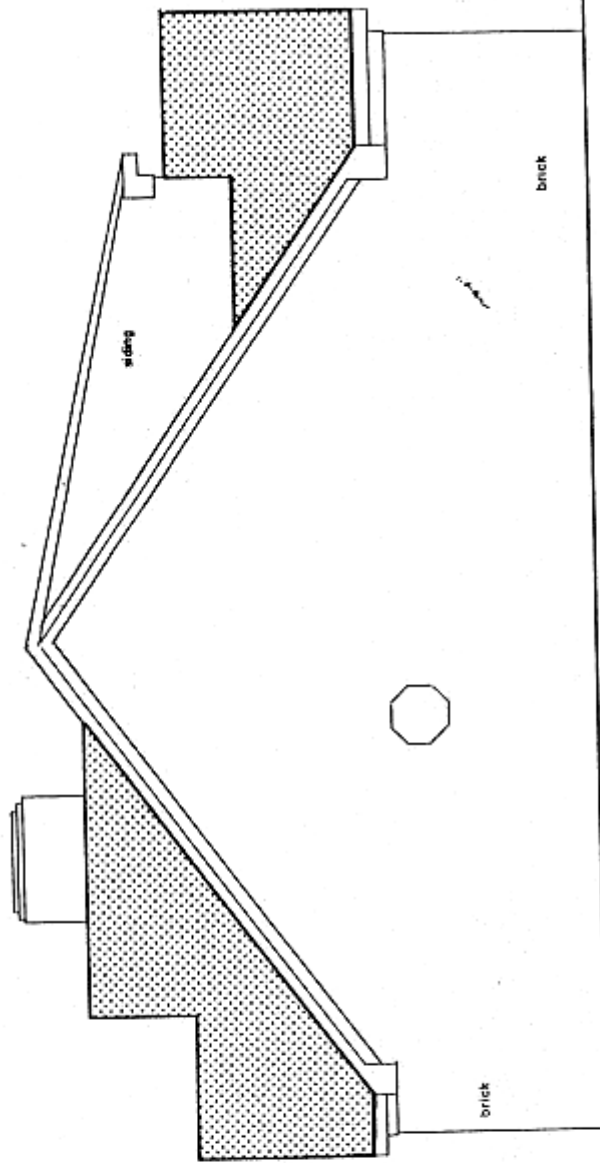
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Matthews Homes / A & K Builders	
Foundation	3/4" = 1' - 0"
Lot #0	Sub.
For: Doug & Rose Howell	
* When seen on B 1/2" x 11" paper it is 1/8" scale 2415 Sq. Ft.	



Please understand that the following are approximate drawings. They are as close as can be expected, but we do not state that they are to be "AS BUILT PLANS". There may and will be some variance between these drawings and the final product. These are a guide for the builders to go by. These also are not for other builders to go by.

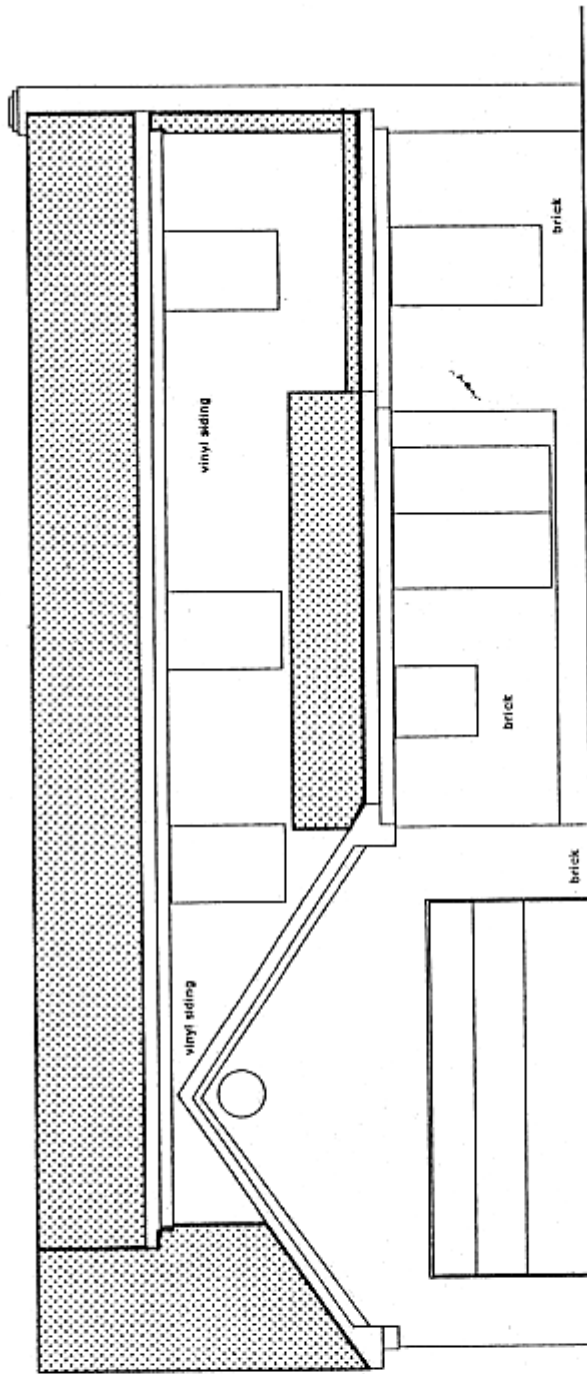
Matthews Homes / A & K Builders	
Left Elevation	1/4" = 1' - 0" *
Lot #0	Sub.
For: Doug & Rosa Howell	
2415 So. Ft. * When seen on 8 1/2" x 11" paper it is 1/8" scale	



Matthews Homes / A & K Builders	
Right Elevation	1/4" = 1' - 0" *
Lot # 0	Sub.
For: Doug & Rose Howell	
2415 Sq. Ft. * When seen on 8 1/2" x 11" paper it is 1/8" scale	

Please understand that the following are approximate drawings. They are as close as can be expected, but we do not state that they are to be "AS BUILT PLANS". There may and will be some variance between these drawings and the final product. These are a guide for the builders to go by. These also are not for other builders to go by.

12
8
p



10' x 12' patio in this area

Matthews Homes / A & K Builders	
Rear Elevation	1/4" = 1' - 0"
Lot #0	Sub.
For: Doug & Rose Howell	
2415 Sq. Ft. * When seen on 8 1/2" x 11" paper it is 1/8" scale	

Please understand that the following are approximate drawings. They are as close as can be expected, but we do not state that they are to be "AS BUILT PLANS". There may and will be some variance between these drawings and the final product. These are a guide for the builders to go by. There are not for other builders to go by.

Registered Builder
Certification Number
6975 6792

No. 95-8

CONSTRUCTION AND PURCHASE AGREEMENT

THIS AGREEMENT made this **1st** day of **May, 1995**, between **Matthews Homes, Inc. / A & K Builders, Inc.** herein referred to as "**Builder**". and **Doug & Rose Howell** herein referred to as "**Buyer**".

1. Builder agrees to sell and Buyer agrees to Purchase the following described real estate together with the "Residence" to be constructed thereon by Builder.

Lot **0** Subdivision County **Jefferson**
Address (if known)
City _____ Lot frontage (approx.) _____ Lot Depth (approx.) _____

2. Builder shall furnish all labor and materials required for the construction of the Residence in accordance with the attached signed plans, Items Included List and specifications dated same date as this agreement, which are made part of this Agreement. Unless otherwise agreed, Builder shall determine the location and elevation of all improvements on the lot. Builder shall supply all materials and labor needed to complete the Residence. Builder shall not be responsible for any materials or labor supplied by Buyer. Except for the structural integrity of the Residence, Builder is not responsible for accuracy of plans supplied by buyer.

3. Purchase price shall be the sum of **One hundred and ninty seven thousand seven hundred and sixty dollars (\$197,760.00)** payable as follows: **\$40,000.00** cash including the deposit; balance, if any, of **\$157,760.00** to be financed by Buyer on **adjustable or fixed** rate loan plan for a term of **(30)** years, with interest at the prevailing rate. **CONTRACT IS NOT CONTINGENT ON FINANCING, OR SELLING OF HOUSE ONCE CONSTRUCTION HAS STARTED.** Buyer has applied for loan.

The value of the lot in this Agreement is **\$40,000.00**. Builder will buy lot for buyer and will put lot into builders name so builders can get construction loan. Buyer will be responsible for any costs involved in the transfer of the lot.

As a sign of good faith binding this Agreement, Buyer gives a deposit of **\$10,000.00** which will be made at the time of contract. An additional **\$5,000.00** will be given at completion of foundation. This deposit **shall be used** by Matthews Homes, Inc. / A & K Builders, Inc. **#0** in the construction of the home, and shall be applied to purchase price upon delivery of deed. Total deposit of **\$15,000.00**.

4. Unless otherwise stated the purchase price does not include unusual excavation or grading costs resulting from ground terrain, rock, underground springs, relocation of utility lines, lack of sufficient soil on site, removal of tree stumps or other such conditions. If such work is required or if additional soil is needed, Builder shall inform Buyer of the unusual conditions necessitating such work and Buyer shall pay the extra cost with cost based on developers policy if they have one, or pay actual cost.

BUYER'S INITIALS _____ BUILDER'S INITIALS _____

CONSTRUCTION & PURCHASE AGREEMENT
PAGE TWO

5. Builder shall commence construction of the Residence as soon as practical after signing of this Agreement and adequate financial arrangements satisfactory to Builder have been made by Buyer.

6. Builder estimates completion of construction within 145 working days from the start of construction, except for delays caused by changes or acts of Buyer, or persons employed by Buyer, acts or arbitration, failure of any subcontractor or material man, fires, strikes, acts of public authority, inclement weather, allocation of materials priorities, delays or defaults by public or private carriers, shortage of materials or labor, acts of God, or other work stoppages, casualties, or other causes beyond the control of Builder. Builder reserves the right to make changes and substitutions in the construction as may be necessary because of the unavailability of materials through Builder's ordinary and unusual sources of supply or as may be required by law, provided the changes of substitutions are of equal or better quality.

7. Buyer agrees that direction and supervision of construction personnel, including subcontractors, rests exclusively with Builder or its duly designated agent, and Buyer agrees not to issue any instructions or to otherwise interfere with same.

8. Buyer shall not negotiate for additional work with Builder's subcontractors or engage another contractor or other subcontractors except with Builder's prior written consent and then only in such manner as will not interfere with Builder's completion of work under this Agreement.

9. All changes in or departures from the plans and specifications, shall be agreed upon in writing and Buyer shall pay Builder in advance before commencement of said change. May be paid at closing if builder agrees.

10. The closing date shall be within 10 days after substantial completion of the Residence, with the date and place of closing to be specified by Builder. After final payment by Buyer and upon Buyer's request, Builder shall provide Buyer with an affidavit stating that all labor, materials and equipment used in the construction have been paid for or will be paid in full by Builder unless otherwise noted. At the closing, Builder shall convey to Buyer an unencumbered marketable title, by general warranty deed subject to easements and restrictions of record at the time of closing and applicable regulations imposed by governmental agencies.

11. All property taxes on the lot due and payable in 1995, and thereafter shall be paid by Buyer. Builder pays no property taxes.

12. At the time of transfer of title of the lot and Residence to Buyer, Builder shall execute and deliver to Buyer a home owners limited warranty in the form attached as EXHIBIT A. Builder disclaims and Buyer waives, unless otherwise expressly provided for in Builder's limited warranty, all warranties, express or implied, including but not limited to the warranties of habitability, merchantability, and fitness or purpose, and including any warranties that could be construed to

BUYER'S INITIALS _____ BUILDER'S INITIALS _____

**CONSTRUCTION & PURCHASE AGREEMENT
PAGE THREE**

cover the presence or radon or other environmental pollutants. BUYER AND BUILDER AGREE THAT SUCH LIMITED WARRANTY AND HOME BUYERS WARRANTY (option) SHALL CONSTITUTE THE SOLE WARRANTIES FROM BUILDER TO BUYER AND THE LIMITED WARRANTY AND HOME BUYERS WARRANTY (option) IS GIVEN IN LIEU OF ALL OTHER WARRANTIES. Builder reserves the option to replace with equal quality, repair or pay reasonable sums for any limited warranty item. If defects are claimed by Buyer, Buyer and Builder shall comply with the claim procedures in the limited warranty, including but not limited to the notice requirements. If Builder fails to comply with the claim procedures in the limited warranty or if the parties are unable to mutually resolve any question with respect to the performance of this Agreement, Buyer may contact the Home Builders Association of Louisville, and request conciliation and arbitration. The provisions of this last sentence shall not apply unless Builder is at all times during the conciliation procedure a member of the Home Builders Association of Louisville. The association provides the conciliation procedure only as a service to its members and the home buyer and does not undertake or guarantee, expressly or impliedly, to perform any obligation of Builder resulting from such procedure. If the parties are unable through conciliation to mutually resolve any controversy or claim arising out of or relating to the limited warranty, or an alleged breach thereof, then it shall be settled by binding arbitration in accordance with the Rules of Construction Arbitration Associates, Ltd., and the Kentucky Arbitration Act. The required fee to bring about said arbitration shall be equally shared by Builder and Buyer. Should Construction Arbitration Associates, Ltd., be unavailable to arbitrate the controversy, then another professional arbitration service, mutually agreeable shall be utilized.

13. Possession of the lot and Residence shall be given on the closing date. At the time of closing, Buyer, if so requested by Builder, shall execute and deliver to Builder an acknowledgement of completion and release in form satisfactory to Builder certifying that the lot and Residence have been accepted by Buyer and are entirely completed in every detail and releasing Builder from any and all claims hereunder. The acceptance of key or deed or entry into possession of the Residence and lot by Buyer is acceptance by Buyer of the Residence and lot and, except for matters covered by the limited warranty, constitutes a complete release and discharge of all obligations and liabilities of Builder with respect to the construction, completion and delivery of the Residence and lot and every part thereof.

14. If Buyer defaults on any obligation under this Agreement, Builder may at its option treat this Agreement as null and void and retain all payments made under this Agreement. In addition, Builder may pursue any other legal remedy available including specific performance. If Buyer causes a postponement of the closing beyond the closing date, then in addition to all other damages to which Builder may be entitled, Buyer shall pay to Builder for the postponement, an amount equal to 11% per annum of the purchase price for the period of delay. Buyer agrees to indemnify and hold Builder harmless from any and all loss, expense, costs, including but not limited to reasonable attorney fees, that Builder incurs which arise out of any default by Buyer in the performance of its obligations under this Agreement. If Builder defaults on its obligations in this Agreement, Buyer's sole remedy is to declare this Agreement null & void and to seek a refund of the deposit.

BUYER'S INITIALS _____ BUILDER'S INITIALS _____

CONSTRUCTION & PURCHASE AGREEMENT
PAGE FOUR

15. The rights and obligations granted and assumed under this Agreement shall apply to the heirs, administrators, executors, successors and assigns of Builder and Buyer.

16. Buyer certifies that he/she has read the entire contents of this Agreement and acknowledges receipt of a copy. This is the only Agreement between Builder and Buyer and no verbal agreement of any kind shall be binding. Part of this contract will be "Items Included List", "Specifications & Materials List", warranty, and the plans.

17. Builder shall attempt to preserve certain trees on the lot. However, Builder gives no assurance that some or all of the trees shall not be damaged or removed during the construction or grading of the lot or installation of utilities and pipes. Builder shall not be responsible for the removal of any dead or dying trees after delivery of deed.

18. Ceilings of the Residence will be insulated with cellulose insulation to a thickness of 12 inches, which thickness according to the manufacturer will result in an R-value of R-30. Exterior walls of the Residence will be insulated with fiberglass insulation to a thickness of 3 5/8 inches, which thickness according to the manufacturer will result in an R-value of R-13. The floors will be insulated with fiberglass insulation to a thickness of 9 inches, which thickness according to the manufacturer will result in an R-value of R-30. (Characteristics of insulation installed are based upon information from the manufacturer, installer, or supplier.)

19. This home to be of same quality, as lot #148 Springhurst which was used as a model.

If any provision or any portion of this Agreement is deemed invalid, void or unenforceable for whatever reason, such invalidity, voidness or unenforceability shall in no way affect any other provision or any other portion contained in the remainder of this Agreement and remaining provisions or portions shall be binding upon the parties to the fullest extent of the law.

All parties involved are aware that Al Ring is a licensed Real Estate Agent.

IN WITNESS WHEREOF, Builder and Buyer have signed this agreement on the date set forth below.

Matthews Homes, Inc.	BUYER _____
BY _____	DATE _____
DATE _____	
A & K Builders, Inc.	BUYER _____
BY _____	DATE _____
DATE _____	

Matthews Homes, Inc.
A & K Builders, Inc.

2403 Phoenix Hill Drive Louisville, KY 40207

425-6000 #129

**Decorating Choices
 for
 Heather & George Smith**

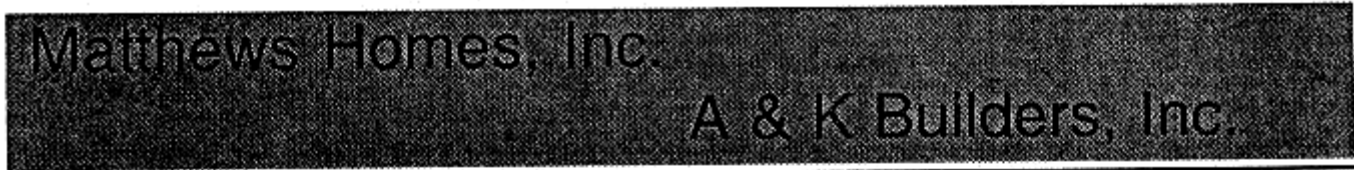
CLIENT: **Heather & George Smith**
 HOME PHONE #: **895-5555** HER WORK #: **585-5555**
 HIS WORK #: **896-5555** SUBDIVISION: **Sterling Springs**
 LOT # **25** ADDRESS: **106 East Center Street**

The following sheets will guide you through all the decorating choices of your new home. The various items are outlined in a specific order so they will be ready when we need them. For example, the marble choice is first because it must be manufactured and be installed before drywall. This process will help you in making different choices related to color, style, etc. Also, another example is - when choosing exterior colors - the brick choice comes first, then paint and finally shingle color.

At times, you may feel under some pressure to make these choices. So don't delay, begin making choices early. We will be calling you for them so we can place orders, etc. We will help you as much as possible so that your home building experience is an enjoyable one.

Please initial all pages of the decorating choices and turn them in to Al as soon as you finish them. This protects you and us. It also provides you with permanent records for the future.

The Decorating Choices are part of the proposal and will be part of the contract indicating you are aware of all these items.



GENERAL INFORMATION

LOT #: 25 **ADDRESS:** 106 East Center Street
SUBDIVISION: Sterling Springs

Side lights: (full / half) **Full, clear glass**

Leaded or overlay windows: **None**

Special windows: **Octagon, working, over whirlpool bath**

Gutters: **Seamless aluminum 5" gutters and 3" downspouts, painted**

Deck / patio: **Deck, 12' x 16', no patio**

Walks & driveways: **To be aggregate concrete except city walk to be swept
 (area may not have city walks)**

Trim size: **Doors & windows 2 1/4 " and base 4 1/4", our standard**

Dentil or special trim on front of house: **Large Block**

Type Doors: **6 panel masonite doors**

Garage Door (s) & opener: **Steel doors, with 2 transmitters**

Basement special information: **8' 1" ceilings, rough in for 1/2 bath**

Closet treatment: **Steel with plastic covering**

Skylights / location: **None**

Ceiling height: **8' 1" on first and second floor**

Laundry Chute: **None**

Intercom, Vacuum, fire - security alarm: **None**

Soffits: **Yes, kitchen and hall bath**

NOTES:

Matthews Homes, Inc.
A & K Builders, Inc.

LOT #: **25** ADDRESS **106 East Center Street**
SUBDIVISION: **Sterling Springs**

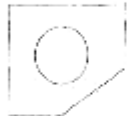
Marble tub style: **Rectangle** Color: **Ivory white**

Location of fixtures on marble tub:

The Whirlpool motor will be located on the end which is most accessible. The drain and the fixtures will be on the opposite end.



Front



Front



Front

Powder room counter top: **Ivory white**

Hall bath counter top: **Ivory white**

Master bath counter top: **Ivory white**

Other marble (fireplace, other bath, etc.): **None at fire place, or any other baths**

Fiberglass tub & shower units: If fiberglass tub or shower units are being used, standard white was used in the pricing. Colors are available, but there will be an additional charge.

Hall bath fiberglass unit color: **White**

Master bath fiberglass unit color: **None**

Hall bath steel tub color: **None**

Fireplace will be a pre-fab unit with no blower, but will have a gas starter.
Fireplace front: **Same brick as outside brick**
Material / finish on top part above mantel: **Brick**

Indicate whether doors are to be full glass or half glass in the applicable locations listed below:

- Kitchen passage door **Full glass**
- Garage passage door **Half glass**
- Laundry room door **None**
- Family room door **Full glass**

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A & K Builders, Inc.

Front door: **6 Panel, wood** Brass plate: **Yes**

Brick color: **Woodward Blend, Modern Concrete**

We have used \$ **199.28** (including sales tax) as the cost of brick and we have used a standard size brick (2 1/4" x 8"). Should you choose to use a different size brick such, as modular which is 2 1/4" x 7 1/2", or even if the brick cost is within the brick cost noted, there will be an additional charge because it will take more brick to do the job. (this is figured on a price per 1,000 brick)

The last page of this section will have brick names and their respective locations. This will enable you to drive by and look at these bricks on finished houses. If you don't see what you want, drive through some of the newer subdivisions and get house numbers and addresses of some of the houses that have brick colors you listed. We will call our brick supplier for prices of the bricks at locations you like. Also you, can go to their showroom. Modern Concrete, 448-1780 Vic Koestel or Kenny is our contact.

Shingle color: **Weathered Gray**

While looking at brick options, you may want to look at shingle preferences. We will give you a sample selection to choose your shingle. We use the GAF 20 Sentinel shingle. Should you choose a shingle that costs more than these there will be an additional charge. We can tell you ahead of time that 2D and 3D shingles (dimensional) cost more. The question you have to ask is-where is your focal point when looking at your new home, is the roof or the front door area?

Outside paint color: **Gray Ashlar SW #2002**

Vinyl siding color: **Clay**

Electrical plan marked: **Yes**

We will meet with you and mark one of the plans for your location of electric lights, fans and any special outlets you may need. WE ALSO RECOMMEND THAT YOU ARRANGE TO BE WITH US WHEN WE MEET WITH THE ELECTRICIAN WITH YOUR ELECTRIC PLAN AND WALK THROUGH AND MARK THE LOCATIONS. THIS IS YOUR LAST CHANCE TO MAKE CHANGES ON LOCATIONS.

Matthews Homes, Inc.
A & K Builders, Inc.

Special Glass: **None on this house**

For leaded Glass:

For Overlay: **Stained Glass Overlay, 1825 Plantside Drive 40299, 491-5175 Jim Botkins.**

Note for leaded glass: These must be ordered early because the design must be chosen, designed and installed on the glass, so it will be ready to install by the trim man during the trim stage.

Plumbing fixtures:

Unless otherwise noted, we have used our standard plumbing fixtures for the pricing of your home. You may change these fixtures, but be advised that the plumber buys in large quantities and the credit given will be based on what he charges us. If you choose an alternate fixture to our standard one, you or he will buy the new choice based on one at a time and there will be a considerable difference in price. All tubs and commode prices were based on white standard units unless otherwise noted. We use Moen fixtures in the Chateau Line and Mansfield commodes 131-60. When we are not using fiberglass units we use the Americast tub by American Standard. We use the Rudd P50-4 water heater. These fixtures are the ones on which your house price was determined.

Polished Brass:	Chrome:
Master bath	Hall bath
Powder Room	Kitchen

Outside sillcocks: **2**

Commode Style & Color (all prices were figured based on white, small standard commodes)

Powder room: White, standard	Hall Bath: White standard
Master Bath: White , standard	Other:

American Standard tub:

Hall Bath: **White**

Special notes on Plumbing fixtures:

Matthews Homes, Inc.
A & K Builders, Inc.

Kitchen Cabinets & Vanities

Our cabinet company is Starlite Cabinet Inc., and our contact is Gene Sprigler at 923-8809 or 948-2109

Description from Items Included list:

Vinyl floor, wallpaper border and painted walls & trim. Hickory cabinets with brass knobs & soffit, hidden hinges, raised square panel doors, & refrigerator end panel. G.E. Range, dishwasher and microwave no disposal. There is to be an island.

Kitchen Cabinet:	Paint or Stain Classic Cherry	Counter top Wilsonart "Symmetry" #4204-6
Special edge on counter top		No
Knobs:		771-3 Brass Knobs
Powder Room:	Aria Ivory #SW 1109 -- paint	Ivory white
Knobs:		725P White Knob
Hall Bath:	Aria Ivory #SW 1109 -- paint	Ivory white
Knobs:		725P White Knobs
Master Bath:	Aria Ivory #SW 1109 -- paint	Ivory white
Knobs:		771-3 Brass Knobs
Laundry:	No cabinet	No top
Notes:	Will have steel plastic covered shelf over washer & dryer.	

Other:

Drawing approved or have met with Gene: **Yes**

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Lighting: Allowance: **\$1,400**

Number of TV outlets priced in plan: **2** Additional TV outlets \$20.00 each
 Number of telephone outlets priced in plan: **2** Additional telephone outlets \$20.00 each

The plan was priced with lighting and fan outlets noted below:

Bedrooms	1	Master Closet	1
Master BR.	2	Hall Bath	3
Kitchen	8	Powder Room	3
Sitting Room	0	Family Room	3
Dining Room	1	Living Room	0
Basement	Code	Pantry	0
Garage	1	Storage	1
Outside	5		

Additional electrical outlets which number more than the electrical code and the above light & fan list are \$20.00 each. (The electrician wires the outlets based on the code.)

Rule of thumb:

We gestimate that the cost of smoke alarms, porcelain fixtures, recessed housings, and bath fans will be about \$150.00. We suggest you subtract this amount from your lighting allowance which makes your allowance about--- **\$1,250**

Our light fixtures are from Brechers, 105 Hurstbourne Lane, 40222. Susan Humphries is our salesperson and works by appointment only 426-1520. She will send us a computer printout of your order after you have made your choices. We will provide you with a copy of your order. You may get lights from other sources, however you must be certain to keep track of them and be sure they will be at the building site when needed. Sometimes manufacturer's prepare lights differently. If our electrician has to do some extra work from lights not from Brechers, he will charge us extra and we will pass that charge on to you. Remember to include light bulbs.

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Paint:

Please remember there is an additional charge of \$25.00 each for any color changes over 4. Also that dark colors get two coats of paint only. If more paint is needed the painter will charge more. The rule of thumb on extras by the painter is, if he has to do anything out of the ordinary, or change a color, etc., he will charge for it and we will pass the charge on to you.

ROOM	COLOR WALLS	COLOR TRIM
Foyer	Aria Ivory SW 1109	Aria Ivory SW 1109
Foyer hallway		
Powder room		
Dining room		
Great room		
Living room		
Family room		
Kitchen		
Breakfast room		
Laundry room		
Upstairs hallway		
Upstairs H. bath		
Master bedroom		
Master bath		
Sitting room		
Master closet		
Bedroom #2		
Bedroom #3		
Bedroom #4		
Bedroom #5		

Front door color or stain (outside): **Cherry**
 Front door color or stain (inside): **Ivory White SW 1109**
 Trim around front door if different than foyer trim: **Ivory White SW 1109**
 Outside Paint: **Gray Ashlar SW #2002**
 If shutters: **Province Blue SW 2107**

Hardwood Floor Stain Color: **To match kitchen floor, Classic Cherry**

Bannister Stain or Color: **To match hardwood floor, classic Cherry**

Our painter will need to know where in any room wallpaper is to be hung.

Matthews Homes, Inc.
A & K Builders, Inc.

Tile:

Our supplier is Louisville Tile Distributors, 4520 Bishop Lane 452-2037.

We will have samples available for you that fall within the pricing figured for your home.

Size of tile can also make a difference in price. Anything more than 4" x 4" let us price it first.

Powder room	Hardwood, no accent, no tile
Laundry room	Vinyl, no tile
Laundry room pan	Florida Tile (Crystal Glaze) white #601 4" x 4"
Hall Bath	
Floor	Florida Tile (Crystal Glaze) white #601 4" x 4"
Walls to 6' around shower	Fiberglass Unit
Master Bath	
Shower room floor	Fiberglass unit
Shower room walls	Fiberglass unit
Commode room floor	Florida Tile (Crystal Glaze) white #601 4" x 4"
Vanity area floor	Carpet
Other	
Tile other	None

Carpet & Vinyl: Bluegrass Floor Covering 1827 Plantside Drive 40299 491-4600

Wayne Allison (owner) Make an appointment in advance so that he can assist you. BE SURE AND TAKE PLAI

Allowance: **\$ 3,100** This includes carpet, pad and installation.

Generally, we use Cabincraft & Alladin carpet and Armstrong vinyl with 1/2" premium padding.

- Vinyl:
 - Kitchen:
 - Laundry Room:
 - Bathrooms:
 - Other:
- Carpet:
 - Living room:
 - Family Room:
 - Dining Room:
 - Stairs:
 - Upstairs Hall:
 - Master Br:
 - Sitting Room:
 - Master Closet:
 - Master Bath:
 - Bedroom #2
 - Bedroom #3
 - Bedroom #4

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Wallpaper:

Generally, we get most of our wallpaper from Wallpaper for Less, 4157 Shelbyville Rd. (located near Pier I Imports), 40207. 897-6631. We have found the employees there most helpful and the pricing quite good.

The wallpaper allowance is **\$400** for paper and labor.

Location of paper:	Guestimate needed:	Identification:
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**Kitchen & breakfast room
(borders only)**

Dining room above chair 10 rolls

Master bath (border only) 3 rolls

This is how we install our wallpaper, let us know which way you want.
All wallpaper borders in bathrooms and powder rooms are to be located right on top of door jambs.
If there is a soffit in the kitchen the bottom of the border touches the bottom edge of the soffit.
If there is no soffit the border can be even on top of door or at the edge of the ceiling.

Our mirrors are ordered from S. B. Glass Company, 318 W. Breckenridge 40203, 583-3803

The mirror allowance is **\$ 340.00** and includes the mirror and installation.

- Powder Room: **Cathedral Style, same as lot #148**
- Hall Bath: **Beveled edge, measured per opening above vanity.**
- Master Bath: **Beveled edge, measured per opening above vanity.**

Towel bars and toilet paper holders are not supplied by the builders.

<p style="font-size: 24px; margin: 0;">Matthews Homes, Inc.</p> <p style="font-size: 24px; margin: 0; text-align: right;">A & K Builders, Inc.</p>
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Appliances:

Generally, we purchase our appliances from The Trend, 3914 Bardstown Road, Louisville, KY 499-8210. Kenny Simms is our salesperson.

Remember the appliance allowance includes the cost of the appliances, taxes, all connector cords & kits, and delivery to the building lot on the day they are needed. If an electrician has to come back because appliances were not there when needed, there will be an additional charge and it will be passed on to you.

Your appliance allowance \$ 1,250

MODEL#

COLOR

Dishwasher:

Range:

Hood vent:

Microwave:

If a disposal is part of this contract, it is not included in the appliance allowance. The plumber furnishes this and you don't need to bother with it.

Brick locations that fall within the price used in the pricing of your home.
All these locations have the "Weathered Gray" shingle on the roof.

- | | |
|----------------|---|
| Arcadia | 700 Lake Sterling Road, Sterling Springs Estates |
| Arcadia | 6906 Chartwell Court, Falls Creek |
| Concord | 1135 Blackthorn Road, Douglas Hills Estates |
| Redstone | 9712 Grandin Woods Road, Grandin Woods |
| Redstone | 4408 Deer Springs Court, Spring Creek |
| St. Augustine | 9506 Felsmere Circle, Springhurst |
| St. Augustine | 4411 Creekcrossing Drive, Spring Creek |
| St. Augustine | 601 Lake Sterling Road, Sterling Springs Estates |
| Woodward Blend | 4411 Deer Springs Court, Spring Creek |
| Woodward Blend | 8411 Running Springs Drive, Spring Creek |
| Woodward Blend | 10305 Spring Meyer Road, Sterling Springs Estates |

Warranty and general information for:

**Mr. & Mrs. John Doe
2404 Phoenix Hill Drive
Louisville, Ky 40207**

May 10, 1995

**Matthews Homes
A & K Builders**



MATTHEWS HOMES, INC. A & K BUILDERS, INC.



2403 Phoenix Hill Drive, Louisville, KY 40207 425-6000 896-4271

For Your Convenience!

Please remember to have the utilities put in your name. If we call they will disconnect, and we do not want to do that.

If you haven't called before closing, please call NOW and have gas/electric, and water put in your name.

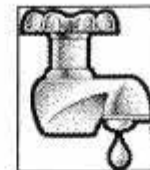
Louisville Gas & Electric

589-1444



Louisville Water Company

583-6610



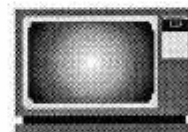
South Central Bell

557-6500



Store Cable

448-7750



	MATTHEWS HOMES, INC. A & K BUILDERS, INC.	
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2403 Phoenix Hill Drive, Louisville, KY 40207 425-6000 896-4271

Ben & Mary Helen Matthews
page (voice)

423-0455
332-2762

Al & Karen Ring

425-6000 voice mail #129
home 896-4271

Below are listed a few of the subcontractors that you may called direct.

APPLIANCES:

General Electric Service 452-3511

CABINETS & VANITIES:

Starlite Cabinet Inc. Gene Sprigler 923-8809

CARPET & VINYL:

Bluegrass Floor Covering Wayne Allison 491-4600

ELECTRICAL:

Dixie Electric Company Gene Klusmeier 937-2278

FIREPLACE:

Fireplace Distributors 964-5996

GARAGE DOOR:

Cunningham Overhead Door 897-5700

HEATING & AIR CONDITIONING:

Robbins Heating & Air Company 964-5936

MIRRORS:

S. B. Glass Company 583-3803

LANDSCAPING

Dean Hedges 228-3425

LIGHTING:

Brecher's (or where you bought from) 426-1520

MARBLE TUB & VANITIES TOPS:

Roman Industries Bruce Hoese 812-738-6162

PAINTER:

Mike Heitlauf 502-743-0963

PLUMBING:

Charles Guelda & Sons 239-3469

TILE:

Munford Tile Larry Munford 366-3052



2403 Phoenix Hill Drive, Louisville, KY 40207 425-6000 896-4271

WARRANTY INFORMATION

Congratulations on your new home. With your help, our building team will honor every reasonable request, within the guidelines of our warranties, to assist you in the care of your home.

Please take a few moments to read the Home Owners Limited Warranty, the Home Buyers Warranty if you purchased it, Your New Home and other enclosed material. Sections to note are items covered by warranty, items not covered by warranty and those items which are normal situations that may occur with your new home.

At the time of your final walk through, items that required further attention were noted on the final inspection form along with a time limit agreed to by all parties. This will require a team effort by all of us. Mary Helen & Ben Matthews will be contacting you to arrange for the completion of the noted items within the pre-established time limits.

Enclosed is our Six Week Service List form for you to list service problems that may occur. Approximately six weeks after your move, mail this form in the envelope provided with the form. This allows for timely follow-up of new items not included on the final inspection form.

If something of a "more serious nature" occurs, please note the nature of the concern or problem. If it involves an appliance, the air conditioning or furnace, kitchen cabinets, etc., call the appropriate company using the enclosed phone numbers. If the concern or problem is something you feel we should be aware of, please call us. If at all possible, please telephone us during business hours. We try to keep our evenings, weekends and holidays for family. Our subcontractors will not be ask to work at these times. **Should an emergency situation arise, call us. If there is no answer, please leave a message on the answering machine. Again, if the emergency involves a repair by the appropriate company, telephone them directly.**



2403 Phoenix Hill Drive, Louisville, KY 40207 425-6000 896-4271

INTERIOR INFORMATION ITEMS TO NOTE

Robbins Heating & Air Conditioning will be contacting you to review your furnace's warranty with you. (If your house was finished during winter months, you will need to contact them to start up air conditioning. Do not wait until the weather turns real warm to contact them. The company will not consider this an emergency.

If an electrical outlet appears to be inoperative, check to be sure that it is not a GFI outlet. These will need to be reset. These outlets are located in the bathrooms, kitchen, garage, basement and exterior electrical outlets.

During the first six months, a new home dries out. This causes expansions and contraction at the crown mould area. Because a house does breathe, this is a perfectly normal occurrence. At the end of the six month period, please contact us about a final interior caulking of the crown mould area by our painter. He will caulk and spot paint this area at this time. Further spot painting is considered a home owner's normal maintenance responsibility. (Touch-up painting should have been completed within the established time limits made at the final inspection). All new homes go through a settlement period. As seasons change, your home will experience minor material changes which are unavoidable and considered normal.

EXTERIOR INFORMATION ITEMS TO NOTE

If your yard has been sodded, you must keep it "wet" for the first few weeks. When the sod was laid, it was alive and green. It is your responsibility to keep it "wet."

OTHER

Occasionally, (after the closing of their home), clients request our assistance in obtaining or adding something to their home that was not included in the contracted price. We are happy to help whenever possible. However, you must arrange for direct payment to the contractor or supplier because the bank account assigned to this property is closed shortly after the closing.

Matthews Homes / A & K Builders

DEAN HEDGES
P.O. BOX 747
PROSPECT, KY 40059
TEL.: (502) 228-3425

**New Home Owner
Matthews Homes / A & K Builders**

Congratulations and welcome to your new home. We are pleased to provide you with your initial landscaping. All the plants and trees that came with your home provided by us, are **guaranteed for one year**, from the date of closing.

For future consultation and questions, please contact us. We'll be happy to be of service.

Sincerely yours,

Dean Hedges
Proprietor



PAINT WARRANTY

The Sherwin-Williams Company warrants the paint products listed on the reverse side of this certificate for the number of years stated from the date of the application, and extending to the following conditions:

INTERIOR

Washability — spots from water, soap and detergents as well as household dirt and soil can be removed.

Stain Removal — stains can be removed by abrasive and water.

Fade Resistance — will not fade under normal conditions.

Scrubability & Durability — paint film holds up even after continued washing and scrubbing.

EXTERIOR

Resistance to Peeling and Blistering — paint will not peel from properly prepared surfaces.

Fade Resistance — colors will not noticeably fade.

Resists Chalking — paint will not stain brick, glass, trim or other surfaces below.

Washability — normal dirt and industrial deposits can be removed.

Durability — the paint film will not erode and expose substrate. When repainting is desired, the paint will be in suitable condition for recoating.

This warranty extends only to conditions arising due to the fault of the material and does not extend to areas damaged by natural disasters, structural defects, building settling or movement, vandalism, negligence, improper application or any other cause not controlled by The Sherwin-Williams Company.

Any claim under the warranty must be presented during the warranty period and within 30 days after any assumed failure of a covered condition has occurred.

If any area of the structure under warranty requires repair due to material failure at any point within the warranty period, The Sherwin-Williams Company will provide at its own expense sufficient product to recoat the affected area providing The Sherwin-Williams Company's specifications for repair are fully adhered to.

The warranty period shall not be extended by the replacement of materials under this warranty but the remaining warranty period shall continue in effect and be applicable to the recoated areas under conditions of the warranty.

This warranty is given as the sole warranty and remedy and no other warranties expressed or implied including warranties of merchantability or fitness for a particular purpose or purposes are made. This warranty extends only to the original owner and is not transferable.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

THE FINISHING

Touch[™]

Our paint was bought from: Sherwin Williams
8500 Shelbyville Road
Louisville, KY 40222
425-3401

Our Painter: Mike Heitlauf Painting
966-4340 894-4855

The following information is from SHERWIN-WILLIAMS:

HOW TO CARE FOR INTERIOR WALLS

The interior walls of your new home have been painted with quality Sherwin-Williams products. And that means easy care for years. Just follow these steps.

Items needed -- Mild Detergent Water Sponge Washcloth

- 1.) To assure durability benefits, wait at least two (2) weeks before washing the dry paint film.
- 2.) Wash the surface dirt and marks with a mild liquid detergent and water.
- 3.) Thoroughly wet the sponge or wash cloth and gently squeeze out excess water, but leave enough suds.
- 4.) Let washed area dry 2-4 hours.
- 5.) Penetrating stains and marks can be removed by CAREFULLY using an abrasive cleaner and water. Care must be taken so as not to destroy the integrity of the paint film. Excessive cleaning can leave a light spot on the wall.

And remember...regardless of how many times you wash your walls, they'll continue to look as good as new. That's because Sherwin-Williams formulates quality into every gallon of paint we produce to assure that extra durability that lasts for years.

HOW TO TOUCH UP A PAINTED SURFACE

The Sherwin-Williams paint used on your home is formulated and manufactured to assure maximum durability for years. But accidents do happen. So if your painted surfaces become marred, scraped or scuffed, touch up is simple

- 1.) Be sure you use the same Sherwin-Williams paint and color used to originally paint your home.
- 2.) Clean the painted surface and repair any damaged area as per label directions.
- 3.) Shake the container prior to opening. Then, stir paint for one minute after opening and removing lid.
- 4.) Using a clean applicator, apply a thin coat of paint to the area being touched up.
- 5.) Allow the paint to dry. Apply a thin second coat if necessary. Stains that don't wash off-lipstick, shoe polish, oil base products and others - will have to be sealed off with a "stain killer" before an acceptable touch up can be achieved.
- 6.) If the original paint is not available for touch up Sherwin-Williams recommends you purchase enough paint to touch up from wall to wall. Usually, one gallon is sufficient for 300 sq. ft. of touch up area.

And remember...if you have any paint or decorating questions, the people at your nearest Sherwin-Williams location will give you the right answers, the professional advice.

Mark Rake, President

Phone 923-8809

**STARLITE CABINET CO., INC.**

CUSTOM BUILT

FREE ESTIMATES

Borden, Indiana 47106

PLEASE READ CAREFULLY

MRS. HOMEOWNER — IMPORTANT

YOUR KITCHEN IS GUARANTEED FOR A PERIOD OF SIX MONTHS FROM THE DATE OF DELIVERY AGAINST MATERIAL AND WORKMANSHIP.

ENEMIES TO YOUR CABINETS:

COOKING GREASE: Is harmful to the lacquer finish and must not be allowed to collect on the finished surface.

DETERGENT: Is also harmful to the finish. Never clean cabinets with soapy water or liquids containing strong detergents; never wipe your cabinets with your dish cloth.

MOISTURE and STEAM allowed to stand on finish, especially on the bottom edge of base cabinet doors, will cause finish to crack and appear as white streaks starting on the bottom of the doors, at top edge of doors, and on finished ends. If this should appear, this is a sign your cabinets have not been kept dry and free of moisture. **IMPORTANT** — You **Must** maintain at least 40% humidity in your house at all times, especially in winter. If you do not do this your doors may warp or crack. Your Formica may also crack or split. Do not exceed 75% humidity or you will have the same problems. The Starlite Cabinet Co. will not be responsible if these requirements are not followed.

CARE OF YOUR CABINETS:

Clean with *Cabinet Magic* (available at S & T Hardware) once or twice a month. Treat cabinets once or twice a year with *Lemon Oil*. Never use a damp cloth to clean with, because water is wood's worst enemy. Do not wax cabinets! Why? Silicones used in most waxes will cause many problems, if you wish to have a door fixed, repaired or even refinished later in the future.

CARE OF YOUR COUNTER TOP AND LAMINATED CABINETS:

- It will withstand heat up to 175°F.
- Do not put hot casseroles, skillets or baking dishes on it.
- Do not use it for an ironing board.
- Do not clean it with gritty scouring pads or powders; wax if you wish.
- Do not use it for a cutting or chopping board.
- Do not use strong liquids to clean it.

(If you do these things, your top will stay like the day it was installed)

STARLITE CABINET CO., INC.

PLEASE KEEP THIS SLIP OF PAPER ATTACHED INSIDE YOUR CABINETS

Next would be sheets on:

Warranty.

Set of Decorating Sheets.

Copy of Survey.

Items Included Set.

Copy of Contract.

Copy of any Change Work Orders.

Complete set of 1/8" plans.

Set of Specifications & Materials.



MATTHEWS HOMES, INC.
A & K BUILDERS, INC.



2403 Phoenix Hill Drive, Louisville, KY 40207 425-6000 896-4271

SIX WEEK SERVICE LIST

Please keep this list for the first six weeks of home ownership. Jot down the items that have not been taken care of by contractors you have called direct, or items you felt we should take care of. Mail to us in the envelope provided.
