

*McKelvey Homes
New Home
1-10 Guarantee*



*Building a Tradition of
Excellence since 1898*

MCKELVEY
H O M E S

McKelveyHomes.com

MCKELVEY HOMES, L.L.C.

New Home 1-10 Guarantee

In accordance with the provisions hereinafter contained, MCKELVEY HOMES, L.L.C., a Missouri limited liability company, warrants and guarantees to _____ ("Owner") that the residence known and numbered as _____ (the "Property") has been constructed in a good and workmanlike manner, free from material defect, whether patent or latent, and in accordance with the current Industry Standards Manual prepared by the Home Builders Association of St. Louis and Eastern Missouri ("Industry Standards").

Capitalized terms used herein are defined in the Definition section of this Guarantee.

THE GUARANTEE EXTENDED HEREBY IS LIMITED, AND IS GIVEN IN LIEU OF ALL OTHER GUARANTEES AND WARRANTIES, WHETHER EXPRESS OR IMPLIED (OTHER THAN MANUFACTURERS' WARRANTIES ON APPLIANCES, FIXTURES AND EQUIPMENT WHICH WILL BE ASSIGNED TO OWNER AT CLOSING ON THE PURCHASE OF THE PROPERTY), INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF HABITABILITY, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. THIS GUARANTEE DOES NOT COVER CONSEQUENTIAL OR INCIDENTAL DAMAGES, AND AS PROVIDED THROUGHOUT THIS GUARANTEE, MCKELVEY HOMES, L.L.C.'S LIABILITY HEREUNDER SHALL BE LIMITED TO THE REPAIR OR REPLACEMENT OF ANY DEFECTIVE ITEM OR CONDITION.

All new homes require regular and routine maintenance including, but not limited to, cleaning and servicing of mechanical systems, caulking, painting and similar such activities. It is Owner's responsibility to maintain the Property, and any damage or condition created or worsened by Owner's neglect, abuse or improper maintenance will not be covered.

SCOPE OF GUARANTEE:

Ten (10) Year Guarantee: McKelvey Homes, L.L.C. guarantees that for a period of Ten (10) Years from the date of this Guarantee, the Load Bearing Systems of the Property will be free from material defect and will perform their load bearing functions. In the event a Load Bearing System fails to perform its load bearing function and renders the Property unsafe, unsanitary or otherwise uninhabitable, McKelvey Homes, L.L.C. will restore the Load Bearing System to a load bearing capacity and repair any damage done to the Property by reason of the failure of the Load Bearing System.

One (1) Year Guarantee: McKelvey Homes, L.L.C. guarantees that for a period of One Year from the date of this Guarantee, the Property will be free from Faulty Workmanship and Materials; defects in Appliances, Fixtures and Equipment; defects in wiring, piping and ductwork in the Electrical, Plumbing, Heating, Cooling, Ventilating and Mechanical Systems; defects in the Electrical System; defects in the Plumbing System; and defects in the Heating, Cooling,

Ventilating and Mechanical Systems; provided, however, that, notwithstanding the foregoing, McKelvey Homes, L.L.C. guarantees hereunder do not extend to any manufactured Appliance, Fixture or Equipment, Heating, Cooling, Ventilating or Mechanical System for which a separate manufacturer's warranty is given and assigned to Owner as hereinafter provided. In the event Owner discovers Faulty Workmanship or Materials or defects in any the items guaranteed above within one (1) year from the date of this Guarantee, McKelvey Homes L.L.C. will repair in accordance with the "Definitions and Guarantees" section of this Guarantee or replace the defective item at its discretion.

The foregoing, as amplified in the "Definitions and Guarantees" section of this Guarantee, constitutes the entire guarantee of McKelvey Homes, L.L.C. In addition, but not in expansion of the foregoing, McKelvey Homes, L.L.C. will assign to Owner all manufacturers' warranties on Appliances, Fixtures and Equipment installed in the Property. McKelvey Homes, L.L.C. makes no guarantees, warranties or representations that are not expressly set forth in this Guarantee. **ALL IMPLIED WARRANTIES WITH RESPECT TO THE PROPERTY ARE HEREBY DISCLAIMED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF HABITABILITY, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.**

Limitation of Liability: McKelvey Homes, L.L.C.'s liability under this Guarantee shall be limited to the repair or replacement of a defective item and the damage caused thereby all as specified elsewhere herein. In no event shall McKelvey Homes, L.L.C. be liable to Owner for any exemplary, punitive or consequential damages of any kind. McKelvey Homes, L.L.C. covenants and agrees to initiate and complete any repair and/or replacement undertaken under this Guarantee as soon as reasonably practicable following a determination by McKelvey Homes, L.L.C. the corrective action is in order, but in no event shall McKelvey Homes, L.L.C. have any liability for delays occasioned by fire, theft, accident, strike, acts of God, acts of war, shortages or materials, extreme weather conditions, or similar such other events beyond its control or by Owner's failure to provide access to the Property or other actions or inactions.

Notwithstanding anything contained in this Guarantee to the contrary, in the event of a claim under this Guarantee, in lieu of repairing or replacing a defective item, McKelvey Homes, L.L.C. may, in its sole and absolute discretion, pay Owner the reasonable cost of such repair or replacement, and in either event, prior to McKelvey Homes, L.L.C. repairing or replacing a defective item or paying the cost of such repair or replacement, Owner shall be required to sign and deliver to McKelvey Homes, L.L.C. a full and unconditional release of all legal obligations with respect to the defect and any conditions arising from the defect. If McKelvey Homes, L.L.C. effects such repair or replacement, the repaired or replaced item will continue to be covered by this Guarantee.

CLAIMS:

To make a claim under this Guarantee, Owner must notify McKelvey Homes, L.L.C. in writing of the existence of a defect within the scope of this Guarantee as soon as reasonably practicable after discovery thereof, but in no event later than the expiration of the period for which such item is guaranteed under this Guarantee, i.e., one (1) year or ten (10) years, as applicable. Failure to give notice in the manner and at the times herein specified shall constitute a waiver of

any claim hereunder. McKelvey Homes, L.L.C. shall, as soon as reasonably practicable after receipt of notice of a claim, investigate the alleged defective item, and if it determines such item to be a defect within the scope of this Guarantee, take the corrective action specified above. If McKelvey Homes, L.L.C. determines that any alleged defective item does not constitute a defect within the scope of this Guarantee, McKelvey Homes, L.L.C. will give written notice to Owner of such determination specifying the reason or reasons why this Guarantee does not extend to the item.

Owner covenants and agrees to make the Property available to McKelvey Homes, L.L.C., its agents, employees, contractors and subcontractors, at reasonable times and upon reasonable notice, for the purpose of investigating any claim hereunder and repairing and remedying any defect guaranteed hereby. In the event Owner fails to attend or otherwise provide access to the Property at a scheduled appointment, Owner shall pay all reasonable charges assessed by or against McKelvey Homes, L.L.C. for rescheduling.

This Guarantee provides a procedure for Owner to give McKelvey Homes, L.L.C. notice of claims and an opportunity to fulfill McKelvey Homes, L.L.C.'s obligations hereunder. If Owner commences litigation prior to giving McKelvey Homes, L.L.C. the proper notice and opportunity, Owner shall reimburse and indemnify McKelvey Homes, L.L.C. for all costs and expenses of such proceedings, including, without limitation, reasonable attorneys' fees, regardless of whether Owner has an otherwise legitimate claim.

ALL ACTIONS OR PROCEEDINGS IN ANY WAY, MANNER OR RESPECT ARISING OUT OF OR FROM OR RELATED TO THIS GUARANTEE SHALL BE LITIGATED IN COURTS HAVING SITUS WITHIN THE COUNTY IN WHICH THE PROPERTY IS LOCATED, AND OWNER AND MCKELVEY HOMES, L.L.C. HEREBY IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER ON, OR IN RESPECT OF, ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS GUARANTEE OR OWNER'S ACQUISITION, OWNERSHIP, USE AND OCCUPANCY OF THE PROPERTY.

McKelvey Homes, L.L.C. shall commence all ordered repairs within ninety (90) days after entry of any final, nonappealable judgment, and unless of a nature that would reasonably require more than ninety (90) days to complete, all such repairs will be completed within ninety (90) days thereafter. McKelvey Homes, L.L.C. shall complete such repairs or replacement with diligence but without the necessity of incurring overtime expenses.

EXCLUSIONS:

In addition to matters excluded under the "Definitions and Guarantees" section of this Guarantee, this Guarantee does not extend to and McKelvey Homes, L.L.C. makes no guarantee, representation or warranty with respect to any of the following:

(i) Defects in outbuildings including, but not limited to, detached garages and carports, swimming pools, tennis courts and other recreational facilities, driveways, walkways, patios, boundary walls, retaining walls, bulk heads, fences, landscaping (including sodding, seeding,

shrubs, trees and plantings), off-site improvements, or any other improvements not a part of the Property itself.

(ii) Any defect or damage to the extent it is caused or worsened by:

--Negligence, improper maintenance or improper operation by anyone other than McKelvey Homes, L.L.C., its employees, agents, contractors or subcontractors; or

--Failure by Owner or anyone other than McKelvey Homes, L.L.C. or its employees, agents, contractors or subcontractors, to comply with the requirements of manufacturers' warranties on Appliances, Equipment or Fixtures; or

--Failure by Owner to give notice to McKelvey Homes, L.L.C. of any defects within the times provided in this Guarantee; or

--Changes of the grade of the ground by anyone other than McKelvey Homes, L.L.C., its employees, agents, contractors or subcontractors; or

--Changes, alterations or additions made to the Property by anyone after Owner's initial occupancy thereof, except those performed by McKelvey Homes, L.L.C., or its employees, agents, contractors or subcontractors.

(iii) Any loss or damage which Owner has not taken timely action to minimize, it being hereby expressly agreed that Owner shall have an obligation to mitigate all damages arising hereunder.

(iv) Any defect in, or caused by, materials or workmanship supplied or rendered by anyone other than McKelvey Homes, L.L.C., or its employees, agents, contractors or subcontractors.

(v) Normal wear and tear or normal deterioration.

(vi) Loss or damage not otherwise expressly excluded from the scope of this Guarantee which does not constitute a defect in the construction of the Property by McKelvey Homes, L.L.C. or its employees, agents or subcontractors.

(vii) Loss or damage arising from accidents, riots and civil commotion, fire, explosion, smoke, water escape, falling objects, aircraft, vehicles, acts of God, lightning, wind storm, hurricanes, tornadoes, hail, flood, mud slide, earthquake, volcanic eruption, wind driven water, mine subsidence, underground pits, sinkholes or changes in the level of the underground water table which are not reasonably foreseeable.

(viii) Loss or damage arising from moisture, condensation, rot, corrosion, rust, mildew or mold.

(ix) Any damage caused by soil movement, settlement, sliding, upheaval or other earth instability or by street movement ("creep").

(x) Insect damage.

(xi) Any loss or damage which arises while the Property is being used primarily for non-residential purposes, or by reason of the Property having been so used.

(xii) Any condition which does not result in actual physical damage to the Property including, but not limited to, uninhabitability or health risk due to the presence or consequence of unacceptable levels of radon gas, formaldehyde or other pollutants or contaminants or the presence of hazardous or toxic on-site materials.

(xiii) Bodily injury or damage to personal property.

(xiv) Exemplary, consequential or punitive damages.

GENERAL PROVISIONS:

Notices: Any notice required or permitted to be given hereunder shall be in writing and shall be deemed given when personally delivered or three (3) business days following deposit with the United States Postal Service, registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

If to Owner:	To the address of the Property as set forth on the face of this Guarantee
If to McKelvey Homes, L.L.C.:	McKelvey Homes, L.L.C. 218 Chesterfield Towne Center Chesterfield MO, 63005

Either party hereto may change his or its address for the receipt of notice by giving notice in the manner hereinabove provided.

Construction: This Guarantee has been made and extended and shall be governed and construed in accordance with the law of the State in which the Property is located. Words of the masculine, feminine or neuter gender used in this Guarantee shall be deemed to include all other genders, and use of the plural includes the singular and vice versa. Reference herein to "codes" or "building codes" or similar such references shall refer to applicable codes in effect on the date of issuance of building permits for the Property. Should any provision of this Guarantee be deemed unenforceable by a court of competent jurisdiction, that determination will not affect the enforceability of the remaining provisions.

Amendments: This Guarantee constitutes the entire obligation of McKelvey Homes, L.L.C. with regard to the matters herein described, and all prior discussions, negotiations and agreements are merged herein. This Guarantee may only be amended, altered or changed by written instrument signed by an officer of McKelvey Homes, L.L.C.

Other Warranties or Insurance: In the event McKelvey Homes, L.L.C. repairs, replaces, or pays Owner the reasonable cost to repair or replace a defect or other related

damage to the Property covered by this Guarantee which repair or replacement is covered by other warranties or insurance Owner may have, Owner must, upon McKelvey Homes, L.L.C.'s request, assign the proceeds of such other warranties or insurance, or Owner's rights under such other warranties or insurance, to McKelvey Homes, L.L.C. to the extent of McKelvey Homes L.L.C's cost of such repair or replacement.

DEFINITIONS and GUARANTEES:

For purposes of this Guarantee, unless otherwise required by the context in which used, the following terms shall have the following meanings:

Appliances, Fixtures and Equipment shall mean furnaces, boilers, oil tanks and fittings, humidifiers, air purifiers, air handling equipment, ventilating fans, air conditioning equipment , water heaters, pumps, stoves, refrigerators, garbage disposals, compactors, dish washers, automatic door openers, washers and dryers, bathtubs, sinks, toilets, faucets and fittings, lighting fixtures, alarms, remotely controlled electronic devices and circuit breakers provided and installed in the Property by McKelvey Homes, L.L.C.

Electrical System shall mean all wiring, electrical boxes, switches, outlets and connections up to the public utility connection on the Property.

Faulty Workmanship and Materials shall mean the occurrence of any of the following whereupon, subject to the terms and provisions of this Guarantee, McKelvey Homes, L.L.C. will take the indicated corrective action:

Block Foundations. See Load Bearing Systems.

Cabinetry. During the first year of this Guarantee, McKelvey Homes, L.L.C. will:

- Replace any delaminated high pressure laminates on vanity and kitchen cabinet countertops; McKelvey Homes, L.L.C. will not be responsible for chips and cracks in any such high pressure laminates occurring after initial occupancy.
- Correct or replace any doors or drawer fronts on kitchen cabinets which warp in excess of one-fourth (1/4) inch as measured from face frame to point of furthest warpage with the door or drawer in a closed position
- Correct any gaps between cabinets, ceilings or walls in excess of one-fourth (1/4) inch in width.

Carpentry. During the first year of this Guarantee, McKelvey Homes, L.L.C. will:

- Correct any loose subfloors and repair any wood floors having more than a one-fourth (1/4) inch ridge or depression within any thirty-two (32) inch span measured parallel to the joists. Further, although floor noises are often temporary conditions common to new construction and McKelvey Homes, L.L.C. cannot guarantee a noise-proof floor, during the first year of this Guarantee, McKelvey Homes, L.L.C. will use reasonable commercial efforts to repair any floor noises.

- Repair any walls which bow more than one-fourth (1/4) inch out of line within any thirty-two (32) inch horizontal or vertical measurement and any walls which are more than one-fourth (1/4) inch out of plumb for any thirty-two (32) inch vertical measurement.
- Repair, by caulking or otherwise, any joints in exterior moldings or between moldings and adjacent surfaces which exceed one-eighth (1/8) inch in width and any joints between exterior trim elements, including siding and masonry, which exceed three-eighths (3/8) inch in width. Caulking may experience shrinkage and must be maintained by the Owner to prevent leakage.

Concrete. During the first year of this Guarantee, McKelvey Homes, L.L.C. will:

- Repair shrinkage cracks in concrete foundation walls greater than one-eighth (1/8) inch in width; cracks in concrete basement floors exceeding three-sixteenths (3/16) inch in width or one-fourth (1/4) inch in vertical displacement; and cracks in garage slabs in excess of one-fourth (1/4) inch in width or one-fourth (1/4) inch in vertical displacement. Repairs hereunder shall be effected by surface patching or other methods deemed appropriate by McKelvey Homes, L.L.C.
- With the exception of basement floors or floors or portions of floors designed for drainage purposes, repair any concrete floors having pits, depressions or areas of unevenness exceeding one-fourth (1/4) inch in thirty-two (32) inches.
- Repair cracks in concrete slab-on-grade floors which rupture the finish flooring material so as not to be readily apparent when the finish material is installed.
- Take whatever action McKelvey Homes, L.L.C. may deem necessary or appropriate to repair any stoops, steps or garage floors which settle, heave or separate in excess of one (1) inch from the Property and to assure that water properly drains from outdoor stoops and steps.

The color of concrete varies between "pours", and concrete mixed in different trucks and/or at different times may not match. Accordingly, McKelvey Homes, L.L.C. cannot guarantee that replaced sections of concrete or replacement concrete slabs will match the color of the existing concrete or remaining concrete slabs.

Doors and Windows. During the first year of this Guarantee, McKelvey Homes, L.L.C. will:

- Correct or replace and refinish any exterior doors which warp to the extent that they become inoperable or cease to be weather resistant.
- Correct or replace and refinish any interior passage and closet doors which warp in excess of one-fourth (1/4) inch measured diagonally from corner to corner.
- If light is visible through any splits in door panels, once during the guarantee period, fill the splits and match the paint or stain as closely as possible; an exact match cannot be guaranteed

--Correct or adjust any garage doors which fail to operate properly under normal use or which are not installed in accordance with the manufacturer's recommendations.

--Correct or repair any windows which do not operate with reasonable ease, and will adjust poorly fitted doors, windows or weather stripping.

Drainage. In those instances, where the Property is located in a subdivision developed by McKelvey Homes, L.L.C., McKelvey Homes, L.L.C. shall be responsible for initially establishing the proper grades and swales to assure proper drainage on the Property, and during the first year of this Guarantee, will adjust such grades and swales to assure that, except in swales or areas where sump pumps discharge, the Property drains in approximately forty-eight (48) hours. No grading determinations can be made while there is frost or snow on the ground, or while the ground is saturated following a heavy rainfall. Owner is responsible for maintaining grades and swales once properly established by McKelvey Homes, L.L.C. as well as for the initial establishment of grades and swales on Property not developed by McKelvey Homes, L.L.C.

Electrical. During the first year of this Guarantee, McKelvey Homes, L.L.C. will correct any electrical circuitry not conforming to applicable code specifications, and will repair or replace all defective switches, fixtures and electrical outlets.

Finishes. During the first year of this Guarantee, McKelvey Homes, L.L.C. will:

--Once during the guarantee period, repair any cracks exceeding one-eighth (1/8) inch in width in interior walls and ceilings, seam lines and gypsum wall board installations, and although considered maintenance items, nail pops in interior walls and ceilings.

--Replace any cracked ceramic tiles and resecure any loose tiles which result from other than Owner's actions or negligence. McKelvey Homes, L.L.C. shall not be responsible for discontinued patterns or color variations in tile. Grout is not warranted. Cracks at the joints of ceramic tile are a common result of the settling process.

--Repair by fill or replacement as it deems appropriate, any cracks in excess of one-eighth (1/8) inch in width between floor boards, and correct any nail pops which break the surface of resilient flooring and repair or replace any such flooring that is affected. McKelvey Homes, L.L.C. will not be responsible for discontinued patterns or color variations in floor coverings.

--Take whatever action it deems appropriate to correct any depressions or ridges exceeding one-eighth (1/8) inch in resilient flooring caused by subfloor irregularities, and repair or replace, at its option, any resilient flooring which lifts, bubbles or becomes unglued.

--Repair or replace, at its option, any resilient flooring having seams or shrinkage gaps in excess of one-sixteenth (1/16) inch in width or, where dissimilar materials abut, one-eighth (1/8) inch in width. McKelvey Homes, L.L.C. will not be responsible for discontinued patterns or color variations in floor covering or for problems caused by the Owner's neglect or abuse.

--Prepare and refinish any exterior areas where paint or stain peels or deteriorates,

matching colors as closely as possible. McKelvey Homes, L.L.C. will not be responsible for paint fading.

- Paint any areas necessary in conjunction with any repair work performed pursuant to this Guarantee.
- Retouch any natural finishes on interior woodwork which deteriorates during the first year of this Guarantee, but McKelvey Homes, L.L.C. shall not be responsible for or obligated to retouch or refinish varnished type finishes used on exterior surfaces.
- Repair or replace any defective wall coverings and correct any visible gaps in carpet seams.
- Restretch or resecure any wall-to-wall carpeting which becomes loose or the seams of which separate.
- Once during the guarantee period, repair any cracks in excess of one-eighth (1/8) inch in width in exterior stucco wall surfaces.

Grading. During the first year of this Guarantee, following final grading, McKelvey Homes, L.L.C. will fill any areas around foundation walls, utility trenches or other filled areas where settlement of such areas interferes with proper water drainage. McKelvey Homes, L.L.C. will only be responsible to fill settled areas one time following final grading, and Owner shall be responsible for the removal and replacement of shrubs or other landscaping affected thereby.

Masonry. During the first year of this Guarantee, McKelvey Homes, L.L.C. will repair any cracks in excess of one-eighth (1/8) inch in mortar joints of masonry foundation walls and greater than one-fourth (1/4) inch in width in mortar joints in other masonry walls by pointing or patching. McKelvey Homes, L.L.C. shall not be responsible for color variation between any old and new mortar.

Mechanical. During the first year of this Guarantee, McKelvey Homes, L.L.C. will:

- Correct any drain, waste, vent or water pipes which are not adequately protected, as required by applicable code, during normally anticipated cold weather. The Owner shall be responsible to drain or otherwise protect lines and exterior faucets exposed to freezing temperatures.
- Repair or replace any valve or faucet which leaks and any plumbing fixtures, appliances or trim fittings which do not comply with the manufacturer's designated standards.
- Take whatever actions it deems appropriate to eliminate "water hammer" in water pipes, but McKelvey Homes, L.L.C. cannot guarantee that all noise emitting from the plumbing system will be eliminated.
- Correct the heating system to a capacity sufficient to produce an inside temperature of 70 degrees F (as measured in the center of the room where the thermostat is located and at a

height of five (5) feet above the floor), under local outdoor ASHRAE specifications. Owner shall be responsible for balancing dampers, registers and other minor adjustments in the heating system. On extremely cold days, a 5-6-degree difference between the actual inside temperature and the thermostat setting is acceptable under Industry Standards.

- Correct the cooling system to a capacity of maintaining a temperature of 78 degrees F, measured as aforesaid under ASHRAE specifications. All rooms will vary in temperature by five (5) or six (6) degrees. In case of excessive outdoor temperature, a fifteen (15) degree difference is acceptable under Industry Standards.
- Take whatever action it deems appropriate to eliminate any noise caused by "oil canning" in the air distribution ductwork.
- Repair any water supply system which fails to deliver water to the Property by reason of defective workmanship or materials. McKelvey Homes, L.L.C. shall have no responsibility for the water supply system if conditions beyond its control disrupt or eliminate the sources of the supply.
- Repair any septic system which is incapable of properly handling the normal flow of household effluent by reason of defective workmanship or materials. McKelvey Homes, L.L.C. will not be responsible for malfunctions in the septic system which occur by reason of Owner's negligence or abuse or from conditions beyond McKelvey Homes, L.L.C. 's control, such as freezing, soil saturation, increase in water table, excessive use, etc.
- Repair any leaks in any soil, waste, vent or water pipe, and any sewers, fixtures or drains which fail to operate properly by reason of defective construction.
- Repair any leaking refrigerant lines and recharge the unit where the leaks are caused by reason other than acts of the Owner.
- Reattach and secure any ductwork which becomes separated or unattached, and repair any electrical wiring which is incapable of carrying its designated load by reason of nonconformance with applicable code specifications.

Roofing and Siding. During the first year of this Guarantee, McKelvey Homes, L.L.C. will:

- Repair any verified roof or flashing leaks not caused by ice buildup, and take whatever action it deems appropriate to assure proper drainage from flat roofs.
- Repair any verified flashing leaks occurring under normal anticipated conditions and not resulting from severe weather (such as high winds or driving rain), Owner's negligence or other extraordinary conditions.
- Repair or replace any delaminations of veneer siding or any joint separations unless caused by Owner's failure to properly maintain siding. McKelvey Homes, L.L.C.

shall not be responsible for color and/or texture variation between any repaired or replaced siding and other siding on the Property.

Sheet Metal. During the first year of this Guarantee, McKelvey Homes, L.L.C. will repair any leaks in gutters and downspouts, however, it shall be the Owner's responsibility to keep gutters and downspouts clean and free of debris which could cause overflow. McKelvey Homes, L.L.C. will also adjust the level of gutters as necessary.

Specialties. During the first year of this Guarantee, McKelvey Homes, L.L.C. will:

- Correct any design or construction defect which causes a fireplace or chimney to malfunction and not draw properly. Negative draft may occur by reason other than a design or construction defect, and unless so caused, McKelvey Homes, L.L.C. shall have no responsibility therefor.
- Correct, by caulking or otherwise, any separation of a chimney from the main residential structure in excess of one-half (1/2) inch in any ten (10) foot vertical measurement.

Waterproofing. During the first year of this Guarantee, McKelvey Homes, L.L.C. will take whatever action it deems necessary or appropriate to correct any trickling of water in the basement of the Property. McKelvey Homes, L.L.C. shall not be responsible for any leaks caused by improper landscaping installed by the Owner or by the failure of the Owner to maintain proper grades.

Heating, Cooling, Ventilating and Mechanical Systems shall mean all ductwork, steam, water and refrigerant lines, registers, convectors, radiation elements and dampers.

Load Bearing Systems shall mean the foundation systems and footings, beams, girders, lintels, columns, walls and partitions, (except drywall, plaster, siding, brick, stone or stucco veneer wall tile, wall coverings and non-load bearing partitions) floor systems (except subfloor and flooring materials and concrete floors in attached garages and basements which are separate from the foundation walls or other structural elements) and roof framing systems on the Property. Load Bearing Systems do not include non-load bearing elements in the Property.

Owner shall mean the person named on the first page of this Guarantee and any assignee acquiring fee simple ownership of the Property during the period that the Guarantee is in effect.

Plumbing System shall mean gas supply lines and fittings, water supply, waste and vent pipes and fittings, septic tanks and their field drains, water, gas and sewer service piping and their extensions to the tie-in of a public utility connection on the Property or on-site well and sewage disposal systems.

Property shall mean the residence, the address of which appears on the first page of this Guarantee and which was constructed by McKelvey Homes, L.L.C.

McKelvey Homes, L.L.C. shall mean McKelvey Homes, L.L.C. a Missouri limited liability company.

NEW HOMES, NO MATTER HOW WELL CONSTRUCTED, EXPERIENCE A PERIOD OF NORMAL SETTLEMENT AND SHRINKAGE DURING WHICH TIME HAIRLINE CRACKS, WOOD SHRINKAGE AND WARPING AND OTHER MINOR MATTERS MAY OCCUR AND IS UNAVOIDABLE. THIS GUARANTEE DOES NOT EXTEND TO NOR DOES MCKELVEY HOMES, L.L.C. MAKE ANY GUARANTEE WITH RESPECT TO SUCH NORMAL AND MINOR MATTERS.

IN WITNESS WHEREOF, the undersigned has executed this McKelvey Homes New Home 1-10 Guarantee Agreement this _____ day of _____, _____.

**MCKELVEY HOMES, L.L.C.,
a Missouri limited liability company**

BY: _____

By signature below, the Owner hereby acknowledges receipt of this McKelvey Homes New Home 1-10 Guarantee, and, as provided above, hereby IRREVOCABLY WAIVES THE RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY ACTION BROUGHT UNDER THIS AGREEMENT.

Dated: _____, 20_____

Owner Printed Name

Owner Signature

Owner Printed Name

Owner Signature