

ADDENDUM A TO
WB-14 RESIDENTIAL CONDOMINIUM
OFFER TO PURCHASE

Seller: Capitol Housing, LLC

Buyer:

Property: Residential Unit No. _____, Prairie Park at Swan Creek
Condominium, _____ Sassafras Drive, Fitchburg, WI 53711

1. Addendum A Part of Offer. This Addendum A is hereby incorporated into the WB-14 Residential Condominium Offer to Purchase (the "Offer") attached hereto. To the extent the terms of this Addendum A differ from those of the Offer, the terms set forth in this Addendum A shall control.

2. Floor Plan. The term "Unit" shall refer to the unit or units listed above and shown on the floor plan attached and made a part of the Condominium Disclosure Materials.

3. Plans and Specifications of Unit. The Seller has provided to the Buyer the plans and specifications for the Unit (the "Base Plans and Specifications"). The Buyer acknowledges receipt of the Base Plans and Specifications.

4. Changes Requested by Buyer. Buyer agrees not to attempt to negotiate any additional work from any contractor without the written consent of the Seller. If the Buyer requests modifications to the Base Plans and Specifications, Seller shall work with Buyer to consider revisions and to obtain price estimates. Buyer acknowledges that any modifications to the Unit as requested by the Buyer will only be made if modifications are described in a written amendment to the Offer which is signed by the Buyer and Seller ("**Change Order**"). Buyer understands that modifications to the Unit may affect the purchase price. Seller reserves the right to request Buyer to fund modifications that increase costs as a condition precedent to Seller's obligation to consider any Change Order or other changes to the Base Plans and Specifications. Seller reserves the right to delay making modifications to the Unit until Buyer funds the Change Order.

5. Allowances. The Base Plans and Specifications may contain allowances, which are included in the purchase price. It is the Buyer's responsibility to make all selections according to the time frame set forth by the Seller. If Buyer does not make selections on time, Buyer understands additional charges from Seller may be incurred and/or closing may be delayed.

6. Inspection Contingencies. This Offer is not contingent upon Buyer conducting a physical inspection of the subject Unit. Buyer acknowledges and agrees that because the subject Unit has not been inhabited, no Real Estate Condition Report needs to be provided to the Buyer, and any right to terminate this Offer under Chapter 709 of Wisconsin Statutes is hereby waived. Buyer will, however, have the right to a pre-closing inspection of the Unit within ten (10) days prior to the closing for the purpose of determining that the Unit is in substantial compliance with Base Plans and Specifications and any approved Change Orders. During the pre-closing inspection,

Buyer shall document items that may need completion or correction for the purpose of creating a written punch list.

7. Punch List. Buyer shall, not later than twenty four (24) hours after the completion of pre-closing inspection, but prior to closing, notify Seller by the delivery of a written punch list, setting forth any items that need completion or correction ("**Punch List**"). The closing shall occur as scheduled regardless of the delivery of the Punch List and without any escrow or monetary hold back for completion of items on Buyer's Punch List provided the City of Fitchburg has issued an occupancy permit. Seller may object to items included on a Buyer's Punch List if manufacturer's product or industry standards have been met. All items on the Punch List that have been agreed upon by Buyer and Seller shall be required to be completed by the Seller within thirty (30) days after the date that the Punch List is delivered to the Seller, unless the item cannot reasonably be completed within such thirty (30) day period due to seasonal labor, availability of materials or other reasonable conditions beyond the Seller's control, in which event, the Seller shall have a reasonable period of time to complete such items on the Punch List.

8. Closing Date and Occupancy. The Unit shall be deemed completed and ready for occupancy upon the issuance of an occupancy permit by the City of Fitchburg. The Buyer shall be obligated to close on the purchase of the subject Unit on the date set forth on Line 42 of the Offer to Purchase if the City of Fitchburg has issued an occupancy permit and the Unit is in substantial compliance with the Base Plans and Specifications, or, if not issued by such date, then within ten (10) days after the issuance of an occupancy permit for the Unit.

9. Proration of Real Estate Taxes. Lines 46 through 48 of the Offer are deleted and replaced with the following:

Any taxes or expenses for the Unit shall accrue to Seller and shall be prorated through the day prior to closing. Net general real estate taxes for the Unit shall be prorated based on the net general real estate taxes for the Unit for the year of closing, or the latest known assessment times the latest known mill rate. If the net general real estate taxes for the Unit are not known, net general real estate taxes for the Unit shall be prorated using the net general real estate taxes for the Condominium multiplied by the percentage interest in the common elements in the Condominium appurtenant to the Unit as set forth in the Declaration of Condominium for the Condominium.

10. Real Estate Condition Report. Lines 52 through 56 of the Offer are deleted and replaced with the following:

Property Condition Representations and Disclosures. Buyer and Seller acknowledge and agree that Section 709.01(1) of the Wisconsin Statutes does not require Seller to provide a Real Estate Condition Report with regard to the Property because the Unit has not been inhabited. Seller represents to Buyer that as of the date of Seller's execution of this Offer, Seller has no notice or knowledge of conditions affecting the Property or transaction other than the following: pending reassessment by the City of Fitchburg, construction of the Condominium, associated permits to be obtained and the following:

THE SELLER, DISCOVERED DURING THE COURSE OF ITS CONSTRUCTION THAT CERTAIN PORTIONS OF THE FOUNDATION OF THE BUILDING AT 5196 SASSAFRAS DRIVE HAD SETTLED AND SUCH SETTLING CONDITION REQUIRED CORRECTION. THE SELLER RETAINED TERRA ENGINEERING & CONSTRUCTION CORPORATION, THE ENGINEER, TO EVALUATE THE SETTLED FOUNDATION AND TO UNDERTAKE TO STABILIZE AND LIFT SUCH SETTLED FOUNDATION AND REPAIR THE FOUNDATION WALL AND FOOTING CRACKS. IN AUGUST 2005, THE ENGINEER UNDERTOOK TO STABILIZE THE FOUNDATION, LIFT THE BUILDING AT THE SETTLED AREAS AND REPAIR FOUNDATION WALL AND FOOTING CRACKS. THE ENGINEER ISSUED A REPORT DATED ON OR ABOUT SEPTEMBER 2, 2005, DETAILING THE CORRECTIVE ACTIONS UNDERTAKEN BY THE ENGINEER TO STABILIZE THE SETTLED FOUNDATION, LIFT THE BUILDING AND REPAIR THE FOUNDATION WALL AND FOOTING CRACKS. A COPY OF THE REPORT IS AVAILABLE FROM THE SELLER OR THE SELLER'S AGENT UPON REQUEST.

11. Conveyance of Title. Lines 173 through 180 of the Offer are deleted and replaced with the following:

Conveyance of Title: Upon payment of the purchase price, Seller shall convey the Property by warranty deed or condominium deed free and clear of all liens and encumbrances, except the following exceptions (the "Permitted Exceptions") (provided none of the following items prohibit Buyer's and Seller's intended use of the Property as a residential condominium):

- (a) municipal and zoning ordinances and agreements entered under them;
- (b) recorded easements for the distribution of utility and municipal services;
- (c) recorded easements for the distribution of services of the owners association of the Condominium;
- (d) easements for performance of duties of the owners association of the Condominium;
- (e) recorded building and use restrictions and covenants;
- (f) general taxes levied in the year of closing;
- (g) the Wisconsin Condominium Ownership Act;
- (h) the condominium declaration and plat and owners association articles of incorporation, bylaws and rules and

amendments to any of such documents relating to the Condominium;

(i) other recorded easements; and

(j) existing encroachments and uses and rights attendant thereto that do not materially interfere with the development, occupancy or operation of the Condominium or any Unit.

Buyer and Seller agree that title to the Property as described herein shall constitute merchantable title for purposes of this transaction. Seller further agrees to complete and execute the documents necessary to record the conveyance described herein.

12. Property Damage. If the Condominium is damaged to the extent of 10% or more of its replacement value prior to Closing, Seller may elect to cancel this Offer.

13. Condominium Disclosure Materials. Buyer acknowledges and agrees that Seller may amend and make changes to the Condominium Disclosure Materials required under Section 703.33 of the Wisconsin Statutes without obtaining the Buyer's consent or approval, provided that no such amendment or change affects materially the rights of the Buyer. Copies of amendments shall be delivered promptly to Buyer. If any amendment or change does materially affect the rights of the Buyer, Buyer's sole remedy shall be to rescind this Offer by delivery of written notice to Seller within ten (10) days after delivery of the amendment or change by Seller, in which case Seller shall refund to Buyer all earnest money previously deposited by Buyer.

14. Warranty. At the time of closing of the Unit, the Seller will provide Buyer with the one (1) year Limited Warranty described below. An exemplar copy of the **LIMITED WARRANTY TO UNIT OWNER AND CONDOMINIUM ASSOCIATION** (the "**Limited Warranty**"), that will be provided to the Buyer and the Condominium Association at the time of closing of the Unit, is attached hereto as Attachment "1" and made a part hereof by reference, as though fully set forth herein. The following terms and conditions shall govern the Limited Warranty:

a) Governing Law. The Limited Warranty is governed by and shall be construed pursuant to the laws of the State of Wisconsin.

b) Invalidity and Unenforceability. If any provision of the Limited Warranty attached hereto, or the application of such provisions to any person or circumstance, shall be held invalid or unenforceable by any court of competent jurisdiction, the remainder of the Limited Warranty, or the application of such provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

c) Notices. All notices required or permitted by the Limited Warranty attached hereto shall be in writing and may be served either by personal delivery or by mailing to the last known address of the party to whom it is directed by reliable courier service or overnight delivery service or by facsimile transmission or by certified mail, return receipt requested. If certified mail, return receipt requested is utilized, the notice

shall also be sent by regular mail, postage prepaid. The notice shall be deemed given on the date received by the addressee.

d) Independent Agreement. The Limited Warranty is independent of the Offer to acquire the Unit between Buyer and Seller. Nothing contained in the Offer or any other agreement between Buyer and any other party can restrict or override the provisions of the Limited Warranty attached hereto.

e) Entire Understanding. The Limited Warranty contains the entire understanding between Buyer and Seller, concerning the matters contained in the attached Limited Warranty. There are no representations, agreements or understandings, oral or written, between the parties hereto, relating to the subject matter of the Limited Warranty attached hereto, which are not fully expressed in Attachment "1".

f) Limited Warranty Terms Control. If there exists any ambiguity or inconsistency between the Limited Warranty and any other document or agreement between the Buyer and Seller, including, but not limited to, this Offer, the terms and conditions of the Limited Warranty, shall in all instances control and prevail.

g) Applicability of Contractor/Subcontractor Notice/Claim Law. On March 27, 2006, the Governor of the State of Wisconsin signed legislation, referred to as 2005 Act 201 ("Act"). This Act creates §101.148 and §895.07 of the Wisconsin Statutes relating to: Contractor's notices, claims against certain contractors and suppliers of dwellings, and providing a penalty. **This Act will become law on October 1, 2006.**

WI Stat § 101.148(2) provides as follows:

(2) NOTICE REQUIRED AT TIME OF CONTRACTING.

(a) Before entering into a written contract to construct or remodel a dwelling, or, if the parties enter into an oral contract, as soon as reasonably possible, but before commencing any work to construct or remodel a dwelling, the contractor shall deliver to the consumer a copy of the brochure prepared under s. 895.07(13) and a notice worded substantially as follows:

NOTICE CONCERNING CONSTRUCTION DEFECTS

Wisconsin law contains important requirements you must follow before you may file a lawsuit for defective construction against the contractor who constructed your dwelling or completed your remodeling project or against a window or door supplier or manufacturer. Section 895.07(2) and (3) of the Wisconsin statutes requires you to deliver to the contractor a written notice of any construction conditions you allege are defective before you file your lawsuit, and you must provide your contractor or window or door supplier the opportunity to make an offer to repair or remedy the alleged construction defects. You are not obligated to accept any offer made by the contractor or

window or door supplier. All parties are bound by applicable warranty provisions.

(b) The notice required under par. (a) shall be conspicuous and in writing and may be included within the contract between the contractor and the consumer.

15. Initial Payment to Condominium Association. At the time of closing, the Buyer shall be required to pay to the Condominium's unit owner's association an initial payment to the Condominium's reserve account in the amount of \$100.00.

16. Seller's Insurance Company. The Condominium Association's insurance company for the overall insurance policy for the project is Fish and Schulkamp, 2117 Sherman Avenue, Madison, WI 53704 (608-244-3576).

17. Prior Agreements Superseded. This Offer supersedes and replaces in their entirety all reservation agreements and amendments thereto and all other agreements regarding all or any part of the Unit or Parking Unit, entered into by and between Seller and Buyer prior to the date of this Offer, if any.

ATTACHMENT 1

**LIMITED WARRANTY
TO UNIT OWNER AND CONDOMINIUM ASSOCIATION**

Capitol Housing, LLC, 1249 Williamson Street, Madison, WI, 53703, is the General Contractor that is overseeing the construction of your individual condominium unit, as well as overseeing the construction of the common elements and limited common elements of the Prairie Park at Swan Creek Condominium development.

Capitol Housing, LLC, a Wisconsin limited liability company (hereafter "Owner/Developer") has agreed to provide a Limited One Year Warranty to all unit owners and to the Association, at the time of closing of each condominium unit.

LIMITED WARRANTIES PROVIDED:

A) Owner/Developer's One Year Limited Warranty to the Buyer, regarding construction defects in the unit;

B) Owner/Developer's One Year Limited Warranty to both the condominium unit owner and the condominium Association, regarding construction defects in the common elements and the limited common elements.

Owner/Developer warrants for One (1) Year, beginning on the date of closing that the condominium unit conveyed to the purchaser will be constructed in a workmanlike manner, and that all materials utilized by Owner/Developer in the construction process, will be new, when installed, and free of any material defects caused by Owner/Developer, or trade contractors hired by Owner/Developer.

In addition, Owner/Developer warrants to both the unit owner and the Association, that for a period of one (1) year, beginning on the date of closing of each unit, with the purchaser, that the common elements and the limited common elements, already constructed, will be constructed in a workmanlike manner and that the materials utilized by Owner/Developer, in such construction, will be new, when installed, and free from any material defects caused by Owner/Developer, or trade contractors hired by Owner/Developer.

Workmanship or materials that fail to meet the standard articulated above constitute a "construction defect."

Owner/Developer's Warranty, provided to each individual unit owner, with regard to the common elements and the limited common elements, is specifically limited to the unit owner's percentage of ownership in the common elements and the limited common elements, as specified in the appropriate exhibit attached to the most recent amendment to the Declaration of Condominium for this condominium development, on file with the Dane County Register of Deeds office.

Owner/Developer's Warranty, provided to the Association, with regard to the common elements and the limited common elements, is specifically limited to such portion of the total common elements and total limited common elements, as are still within the One (1) Year Warranty period, at the time a claim is made by either the Association or the individual unit owner or both. The portion of the common elements and limited common elements that are covered, are to be calculated by determining the

Initials: _____/_____

total number of individual units that were sold within the One (1) Year period, prior to the date on which the warranty claim is made, and then by multiplying each unit by its respective proportionate share of ownership in the common elements and limited common elements. The result obtained by this calculation represents the total percentage of damages allowed to the Association by the terms of this Limited Warranty.

For example, if within one (1) year of the claim date, 25 units had been sold, each having a two (2%) percent proportionate ownership interest in the common elements and limited common elements, then the warranty would cover fifty (50%) percent of the cost of repair or replacement of the common elements or limited common elements.

The date when the common elements or limited common elements, in which a construction defect is claimed, were built, is not relevant to the application of this limited warranty. Rather, the amount that is collectable pursuant to the limited warranty provided to the Association is dependent upon how many units are still within the one year warranty period at the time a claim is made and what proportionate share of the total common elements those units represent. This formula takes into account that as time passes, the initial units, together with a proportionate share of the common elements, that were sold, will be "out of warranty", but that other units, together with a proportionate share of the common elements, sold at a later date may still be within warranty.

Any money recovered by the unit owner for construction defects in the condominium unit, pursuant to this limited warranty, shall belong to the unit owner. Any money recovered by the unit owner for construction defects in the common elements or limited common elements, pursuant to this limited warranty, shall belong to and be paid to, the Association, with credit to be given by the Association in the amount of such recovery, to the unit owner that recovered said sum, against future assessments. If both the unit owner and the Association sue for recovery of damages related to the common elements or limited common elements, only one such recovery, based on such unit owner's proportionate percentage of ownership of the common elements and limited common elements, shall be allowed.

THESE LIMITED WARRANTIES, MADE BY OWNER/DEVELOPER, TO THE INDIVIDUAL UNIT OWNER, FOR CONSTRUCTION DEFECT(S) IN THE CONDOMINIUM UNIT, AND TO THE UNIT OWNER AND THE ASSOCIATION FOR CONSTRUCTION DEFECTS IN THE COMMON ELEMENTS, OR THE LIMITED COMMON ELEMENTS, ARE MADE IN LIEU OF ALL OTHER EXPRESSED OR IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY. ALSO, ANY IMPLIED WARRANTY OF WORKMANLIKE PERFORMANCE AND THAT THE BUILDING WILL BE REASONABLY ADEQUATE FOR USE AND OCCUPANCY, CREATED BY WI STAT § 706.10(7), WHICH STATUTORY SECTION CREATES THE ABOVE-STATED IMPLIED WARRANTIES FOR THE CONVEYANCE OF EVERY NEWLY CONSTRUCTED HOME OR CONDOMINIUM, IS HEREBY EXPRESSLY WAIVED AND DISCLAIMED. ANY OTHER IMPLIED WARRANTIES CREATED BY COMMON LAW, INCLUDING BUT NOT LIMITED TO OWNER/DEVELOPER'S DUTY TO PERFORM ALL WORK IN A GOOD AND SUFFICIENT WORKMANSHIP LIKE MANNER, AND THE IMPLIED WARRANTIES OF HABITABILITY AND SUITABILITY, ARE ALSO WAIVED AND DISCLAIMED.

All consequential damages, including but not limited to, diminishment in value of the condominium unit caused by any construction defects with the common elements or

limited common elements, or by construction defects with the units themselves, are excluded by this Limited Warranty. Also excluded by this Limited Warranty, whether denominated as consequential damages, incidental damages, indirect damages, direct damages or actual damages, are damages caused by: a) uninhabitability of the home, b) costs of shelter, transportation, food, moving, storage or other incidental expenses related to inconvenience or relocation during repairs, c) expert fees to determine the cause and extent of the damage, d) costs of temporary repairs, and e) refinancing costs incurred when additional money is borrowed to do the repairs. This Limited Warranty applies only to the original purchaser of a condominium unit from Owner/Developer and is not transferable to subsequent owners.

The PRODUCT being constructed and assembled by Owner/Developer, and which will be sold to the condominium unit owner by Owner/Developer, is a condominium unit, together with a proportionate ownership interest in the common elements and limited common elements (i.e. collectively, for the purposes of this paragraph and subsequent paragraphs, the "condominium unit"). When the construction of the condominium unit is completed, and such unit is sold to the purchaser, it is delivered as a fully integrated product. This means that any damage caused by any defective workmanship or defective component installed in the condominium unit, is deemed to cause damage only to the condominium unit itself, and not to any other property. As such, when the purchaser takes occupancy of the condominium unit, the "economic loss doctrine" applies to this finished product. Pursuant to the economic loss doctrine, the unit owner's and the Association's sole remedy, in the event of defective workmanship or defective materials or products or components being installed in the condominium unit, is the remedy provided to the condominium unit owner and the Association, by this Limited Warranty. PLEASE READ THE OWNER/DEVELOPER LIMITED WARRANTY CAREFULLY.

In the event any construction defect manifests itself or is discovered within the 1 year warranty period, Owner/Developer, will, at its sole discretion, do one of the following:

- A) Repair the construction defects;
- B) Replace the construction defects; or
- C) Refund the condominium unit owner the amount charged to the Owner/Developer for the original installation of the work or product which constitutes the construction defects.
- D) The choice of remedy to be provided to the condominium unit owner or the Association by Owner/Developer, pursuant to this Warranty, shall be solely in the discretion of Owner/Developer.
- E) It is intended that Owner/Developer will elect the remedy to be provided to the condominium unit owner or the Association, and then will execute or perform such remedy.

Owner/Developer warrants only the work performed by Owner/Developer or its trade contractors, agents or employees, and do not warrant any of the component parts, manufactured, assembled or supplied, by others, which are installed in the condominium unit, including, but not limited to, lumber, structural materials, windows, doors, screens and storm windows, heating, ventilating and air conditioning equipment and components,

roofing materials, appliances of any type, plumbing fixtures, plumbing components, water softeners, lighting products, and carpeting.

A variety of manufacturers or suppliers of component products installed in the condominium unit, provide limited warranties for the equipment and products sold by such manufacturer or supplier, which limited warranties usually inure to the benefit of the condominium unit owner. The terms and duration of these warranties will vary between manufacturers. All such warranties will be delivered to the condominium unit owner at the time of closing.

As a condition precedent to enforcing Owner/Developer's obligations under this warranty, Owner must file a written report detailing the work or materials that are deemed by the Owner, not to meet the standards set forth in this Agreement. This report shall itemize all work that the Owner deems incomplete, incorrect, defective, or missing. This written request for warranty work must be filed with Capitol Housing, LLC, at 1249 Williamson Street, Madison, WI 53703, PHONE: (608) 287-1445, within the applicable warranty period (i.e. within 1 year from closing date).

Owner/Developer assumes no responsibility for reimbursing any repair or replacement costs incurred without the prior express written consent of Owner/Developer.

The above limited warranty is effective only if all conditions of payment have been met by Owner, and if the unit to which this warranty applies, has not been misused or negligently or improperly maintained by the Owner, and Owner files the detailed written report, discussed above, within the applicable warranty period with Owner/Developer.

Owner/Developer shall not be liable for any other costs or damages, whether direct, incidental, or consequential, including but not limited to, any injury, loss, or damage resulting from the use or loss of use of the subject property, or for any damages for inconvenience to the Owner, caused by construction defect(s), as defined above, or caused by the repairs or the loss of use of the subject premises, while the condominium unit is being repaired or for any other damages which are excluded elsewhere in this Agreement.

EXCLUSIONS:

This Limited Warranty shall not extend to or include or be applicable to:

1. Loss or damage to the common elements or limited common elements beyond the condominium unit owner's proportionate percentage of ownership of the common elements or limited common elements.

2. Any damage to the extent it is caused or made worse by:

a. Negligence, improper maintenance, or improper operation by anyone other than Owner/Developer, its employees, agents or subcontractors; or

b. Failure by the condominium unit owner or by anyone other than Owner/Developer, its employees, agents or subcontractors to comply with the Limited Warranty requirements of manufacturers of appliances, fixtures, and items of equipment;

c. Failure by the condominium unit owner or association to give notice to Owner/Developer of any defects within a reasonable time of discovery of such defects,

provided that such notice must, in any event, be given within the 1 year Limited Warranty period;

d. Changes, alterations or additions made to the condominium unit by anyone after the closing date; or

e. Dampness or condensation due to the failure of the condominium unit owner to maintain adequate ventilation or adequate dehumidification.

3. Loss or damage which the condominium unit owner has not taken timely action to minimize;

4. Any defect in, caused by or resulting from materials or work supplied by anyone other than Owner/Developer, its employees, agents or subcontractors;

5. Normal wear and tear or normal deterioration;

6. Loss or damage caused by or resulting from accidents, riot and civil commotion, fire, explosion, smoke, water escape, falling objects, aircraft, vehicles, Acts of God, lightning, windstorm, hail, flood, mud slide, earthquake, volcanic eruption, wind-driven water and changes in the underground water table;

7. Loss or damage caused by or resulting from seepage of water;

8. Loss or damage caused by or resulting from condensation or moisture inside the condominium unit, including the presence of molds, mildews, rusts, smuts, mushrooms and yeasts of any botanical variety, and including the presence of any other form of bacteria;

9. Loss or damage caused by or resulting from the consequence of, or presence of, microorganisms, including but not limited to, molds, mildews, rusts, smuts, mushrooms and yeasts, of any botanical variety, or other forms of bacteria, or loss or damages resulting from the clean up and removal of microorganisms, including but not limited to, molds, mildews, rusts, smuts, mushrooms and yeasts of any botanical variety or other forms of bacteria.

10. Loss or damage caused by or resulting from soil movement for which compensation is provided by legislation or which is covered by other insurance;

11. Insect damage;

12. Loss or damage which arises while the condominium unit is being used primarily for nonresidential purposes;

13. Any condition which does not result in actual physical damage to the condominium unit, including but not limited to: Uninhabitability or health risk due to presence or consequence of pollutants and contaminants, or the presence of hazardous or toxic on-site materials or the presence of molds, mildews, rusts, smuts, mushrooms and yeasts of any botanical variety, and including the presence of any other form of bacteria;

14. Loss or damage caused by or resulting from abnormal loading on floors by the condominium unit owner which exceeds design loads as mandated by codes;
15. Costs of shelter, transportation, food, moving, storage, or other incidental expenses related to inconvenience or relocation during repairs;
16. Consequential damages, including, but not limited to, diminishment in market value of the condominium unit attributed to common element or limited common element construction defects, as well as diminishment in market value of the condominium unit attributed to construction defects in the unit itself; and

MICROORGANISMS:

As used in this Limited Warranty, microorganisms shall mean and include, but not be limited to, molds, mildews, rusts, smuts, mushrooms, fungal growth and yeasts of any botanical variety or any other form of bacteria. Residential condominium construction is not and cannot be designed to entirely exclude the presence of microorganisms in the condominium. Microorganisms may be present during or after construction, in the indoor air of the building, or on interior or exterior surfaces of the building. Owner/Developer cannot eliminate the possibility that microorganisms may grow in, on, or about the building.

Microorganisms require moisture to grow. Moisture in the building may result from, without limitation to: cooking, showering, excessive humidity levels inside or outside the building, inadequate maintenance of the interior or exterior of the building, failure of the homeowner to purchase and operate dehumidifiers as required, failure of the homeowner to routinely utilize exhaust fans installed in the condominium unit, or the means, methods or types of building materials used in the construction of the building. Buyer should note that Owner/Developer's one year limited warranty, to the Unit Owner for defects in the Unit and to the Unit Owner and Association for defects in the common elements or limited common elements, exclude microorganisms from coverage and any loss or damage caused by them. Reference should be made to the one year limited warranty for specific provisions, including exclusions from coverage that relate to microorganisms in the condominium unit or in the common elements or in the limited common elements.

The buyer may minimize these risks by minimizing moisture, by including, but not limited to: proper use and maintenance of heating and cooling equipment, proper use of exhaust fans, proper dehumidification, and routine interior inspection and maintenance.