



STEPPING STONE HOMES ADDENDUM

This addendum is made a part of the offer dated _____ made by the undersigned buyer with reference to the property _____.

1. Buyer hereby acknowledges receipt of the declaration of Conditions, Covenants and Restrictions affecting the property.
2. If the home is not complete, buyer has received a copy of the Stepping Stone Homes specification list for this home and is fully aware of what the seller is including in the selling price. No verbal agreements will be honored, all agreement must be in writing and part of this contract.
3. **Closing dates may need to be adjusted from time to time based on conditions beyond the control of the builder, (i.e. weather, acts of God, material/labor delays or shortages, etc.) builder will make the buyer aware of delays as soon as possible and buyer agrees to adjust closing date to accommodate delays.**
4. The project shall be constructed to conform substantially to the plans and specifications that are set forth in this contract. The buyer hereby recognizes that minor changes may occur in the work and agrees that as long as the project is substantially the same as described in the contract documents and within accepted industry tolerance, minor deviations will be acceptable to buyer. In the event of a conflict with the plans and specifications, the specifications shall constitute the agreement between the builder and buyer.
5. For security and safety purposes, the home will be secured once it's fully enclosed. Access to the home prior to closing must be done with the accompaniment of Buyer's Realtor, or a SSH representative.
Note: Buyer may not do any work on the premises prior closing with the builder.
6. Buyer is not allowed to move any items into the home prior to closing.
7. Buyer agrees to complete a Pre-Close Orientation with a SSH representative at the home approximately 1-2 weeks prior to close to itemize any concerns, details, repairs, or incomplete items noted by Buyer. Any "surface damage" as identified in the warranty document must be identified prior to close, or Buyer releases the builder from any responsibility to warrant or repair said items. Builder will provide an Orientation package which includes warranty and maintenance related information. The Buyer also agrees to complete a Pre-Close Final Walkthrough with a SSH representative within 1-3 business days of close for a final review of the items noted during the Orientation. Both the Pre-Close Orientation and Final Walkthrough must take place during standard business hours with no exceptions. **The available time slots will be limited to Monday-Friday at 9:00 am OR 1:00 pm, subject to the availability of the SSH Representative.** In the scenario that the Buyer is not able to accommodate these time slots, the Buyer may choose to send a representative, such as their real estate agent, family member or trusted friend, on their behalf. In this event, the Buyer's representative's signature and initials will constitute the explicit approval of the Buyer to the terms of the signed document. In the event that the Buyer chooses neither to attend nor send a representative to complete the Pre-Close Orientation and Final Walkthrough, the Buyer releases the Builder from any responsibility to repair or replace items that are not otherwise covered under the terms of the warranty.
8. Builder will provide a 1 Year New Home Limited Warranty (see Limited Warranty Agreement for specifics). Buyer has received a copy of the warranty document and hereby agrees to the explicit terms of the warranty. The Buyer understands that the Limited Warranty is not a substitute for a comprehensive Homeowner's Insurance policy.



9. All concrete flat work will be completed per Stepping Stone Homes Specification list unless a deviation is identified in the contract or through option selection by the buyer. For homes completed during the winter building period, all flat work designated in the specifications or offer to purchase, will be completed no later than Spring or Summer of the following year for October through December finish dates or of the current year for January through May finish dates.
10. Builder **does not escrow funds for unfinished work due to weather.** (i.e. winter concrete flat work, and landscaping) **If an escrow is required by a lender, buyer will be responsible for all associated costs and fees, builder will credit buyer for the cost of the prepared work, buyer will be responsible for any escrows or hold backs including any additional amount required by the Lender.** Builder will complete work as soon as conditions allow.
11. If the offer is contingent on the sale of a home that **does not** have an accepted non- contingent (except for financing) offer, as identified per lines 330-336 of WB-11, the following terms shall become part of (or be amended to) this offer.
 - A) The home will be completed as per original plan, specifications and modifications.
 - B) The bump clause per line 338 of WB-11 shall read 24 hours.
 - C) Stepping Stone Homes reserves the explicit right to disallow, replace or delay installation of any modifications, options or choices made by the buyer, until the sale of home contingency has been removed from this offer.
 - D) Stepping Stone Homes reserves the right to delay the completion date identified in this offer up to 30 days from the time of removal of this contingency.
 - E) If the buyer fails to close on the property, for a reason identified as malicious or misleading by the builder, the builder retains the right, at their sole discretion, to keep the earnest money as compensation for holding costs associated with this home. Upon seller providing notice of such action, buyer hereby agrees to release the held earnest money to the builder. Upon such action this contract will be null and void. Buyer will hold the builder harmless and release any interest to the home and/or earnest money.
12. If the home has been used as a "Model Home" by Stepping Stone Homes, the Buyer hereby acknowledges that the above referenced property has been used as a "Model Home" and as such may have some items that are not readily visible while the home is furnished. These items may include but are not limited to the following:
 - A) Dents from furniture will be visible in carpeted areas.
 - B) Carpet seams that are not apparent due to furniture placement may be visible once furniture is removed.
 - C) Exposure to natural light may cause some minor discoloration of flooring. Slight color differences could be visible where furniture or rugs were placed.
 - D) Indentations from furniture or appliances may be visible in resilient or hardwood flooring.
 - E) The holes from nails used to hang artwork on walls will be filled and touched up with the paint used in that room. Touch-up areas may show variations in color and/or texture.
 - F) Any drapery rods and window blinds/shades will remain in the house. Decorative fabric window treatments **may** be available for purchase.
13. Buyer has received Wisconsin Department of Commerce, "Right to Cure" brochure.
14. Property taxes will be prorated based on the following formula: Current Property Assessment as of January 1st of the current year, multiplied by the percent of fair market value used by the assessor in the prior year, multiplied by the prior year's mill rate. If current year's tax bill is known, property taxes will be based on actual tax rather than above formula. If assessment is not known, builder will estimate assessment based on percentage of work completed to approximate assessment. BUYER is responsible for property tax bill at end of current year. Buyer is made aware that actual real estate taxes may be different than the amount used for proration. Buyer is encouraged to contact the local assessor.
15. Stepping Stone Homes and its affiliated companies reserve the right to partner with developers, builders and other entities in the construction and marketing of this home.
16. Buyer is made aware that it is their sole responsibility to make sure funds are available to close the transaction at the scheduled time of closing. If the buyer's funds are not available at the time of closing, Stepping Stone Homes will not give access to the home until funds are available. Stepping Stone Homes encourages the buyer to work with their lender to make sure the funds are readily available.
17. Stepping Stone Homes and Home Path Properties, LLC are wholly owned by Home Path Financial, LP of Butler, WI. Title Paperwork will refer to Home Path Properties LP as the owner of record, other paperwork may refer to Stepping Stone Homes, which is the dba for Home Path Properties LP.



18. Buyer understands if they are securing financing through a VA, FHA or other government loan program, their lender may have testing or inspection requirements specific to that loan product. Buyer is responsible for ordering and arranging payment for any inspections or testing that may required by their lender.
19. Unless expressly stated to the contrary, the copyright and other intellectual property rights (such as, design rights, trademarks, home plans, home designs, specifications and any other material provided by Stepping Stone Homes, Home Path Financial LP or any of its associated companies remains the property of Home Path Financial LP (or as the case may be another rightful owner). Home Path Financial LP owned material including text and images, may not be printed, copied, reproduced, republished, downloaded, posted, displayed, modified, reused, broadcast or transmitted in any way, except for the user's own personal non-commercial use. Permission for any other type of use must be obtained from Home Path Financial LP in writing.
20. **READING/UNDERSTANDING:** By initialing below each party acknowledges receipt of a copy of this Addendum and that he/she has read carefully and fully understands all the provisions of the Offer, Addenda, Specifications, Plans and other documents incorporated into the offer. ***Buyer is advised that this addendum contains standard provisions which are not appropriate in all transactions; no representation is made to the legality of any provision or the appropriateness or adequacy of any provision in a specific transaction. Buyer is encouraged to consult with their own legal counsel regarding the interpretation, legality, appropriateness or adequacy of the provisions of this addendum.***
21. The parties acknowledge that the terms of this Addendum are incorporated into and made part of this offer. Builders initials shall not constitute the acceptance or other disposition of the offer, which disposition shall be the offer itself.

Buyer's Signature

Date

Print Buyer's Name

Co-Buyer's Signature (if applicable)

Date

Print Co-Buyer's Name

SSH Representative

Date

Print SSH Representative Name

In the event of any conflict or inconsistency between the terms and provisions of this Addendum and any other document included and attached to this contract, the terms and provisions in this Addendum shall prevail.

HOMEBUYER CONTACT INFORMATION

As a service to our new homebuyer(s), Stepping Stone Homes offers the opportunity for the homebuyer(s) to attend a Pre-Close Orientation with a representative of Stepping Stone homes. During this orientation the homebuyer(s) will receive information regarding the care and maintenance of their home. This will also be an opportunity to request any corrections to be completed prior to the closing date. If the Homebuyer's information requested below is not provided in full, this will be considered a declination of this offer and the homebuyer will be responsible for corrections not covered by the New Home Warranty.

Upon receipt of an accepted offer and this completed form, a representative from Stepping Stone Homes will email the Homebuyer(s) (and land Buyer's Agent) if requested approximately one month prior to close with more detailed information and to schedule the Pre-Close Orientation.

Homebuyer Name: _____

Phone: _____

Email: _____

Co-Homebuyer Name: _____

Phone: _____

Email: _____

If the Buyer's Agent wishes to be involved in the Pre-Close Orientation, please fill out the information below so they can be included in the invitation.

Buyer's Agent Name: _____

Phone: _____

Email: _____

Stepping Stone Homes Listing Agent and Sales Team
will be contacting buyer regarding next steps.

Call 262-725-1445 or email sales@steppingstonehomes.net SteppingStoneHomes.net



MILWAUKEE'S
Premier Home Builder

COMMUNITY DOCUMENTS/RESTRICTIONS

The undersigned hereby acknowledges they have received, reviewed and approved the governing documents for the community which may be in the form of a Declaration or Indenture or include a separate set of documents containing restrictions upon the uses and activities of residents of the Community including the undersigned. Seller reserves rights to control the development of the Community as specified therein, and the undersigned waives any right to object to or make claims arising from or in connection with any cessation of or changes in the proposed documents.

Buyer's Signature

Date

Address

Buyer's Signature

Date

Co-Buyer's Signature (if applicable)

Date

Call 262-725-1445 or email sales@steppingstonehomes.net SteppingStoneHomes.net



MILWAUKEE'S
Premier Home Builder



RELEASE AND WAIVER OF LIABILITY AND ASSUMPTION OF RISK

The persons signing below ("Customer") desire to enter the property ("Property") owned or controlled by Stepping Stone Homes, Inc. ("Builder") for the purpose of touring the Property ("Activity"). In consideration of being permitted by the Builder to enter the Property and participate in the Activity, Customer agrees to the following terms and conditions:

Customer is aware and understands that visiting the Property and participating in the Activity may involve the risk of sickness, and of bodily injury, death, and property damage due to on-going and/or unfinished construction at the Property, including, but not limited to, the following hazards: exposed hazardous conditions and potential trip, slip, and fall hazards. Customer acknowledges that Customer is voluntarily visiting the Property and participating in the Activity with knowledge of the risk of sickness, bodily injury, death, and property damage arising therefrom, whether caused by the ordinary negligence of the Builder or any Releasee or otherwise, and Customer assumes all such risk.

CUSTOMER HEREBY EXPRESSLY RELEASES AND DISCHARGES BUILDER OF ALL LIABILITY AND WAIVES ALL CLAIMS (EXCEPT FOR CLAIMS SOLELY CAUSED BY BUILDER'S RECKLESS OR INTENTIONAL MISCONDUCT), NOW OR HEREAFTER KNOWN, AGAINST THE BUILDER, AND ITS OFFICERS, DIRECTORS, MANAGER(S), EMPLOYEES, AGENTS, AFFILIATES, SUB-CONTRACTORS, INSURERS, SHAREHOLDERS/MEMBERS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, "RELEASEES"), ARISING OUT OF OR ATTRIBUTABLE TO CUSTOMER VISITING THE PROPERTY AND CUSTOMER'S PARTICIPATION IN THE ACTIVITY, INCLUDING, BUT NOT LIMITED TO, CLAIMS ARISING OUT OF THE ORDINARY NEGLIGENCE OF THE BUILDER OR ANY RELEASEES. CUSTOMER PROMISES NOT TO MAKE OR ASSERT ANY SUCH CLAIM AGAINST THE BUILDER OR ANY OTHER RELEASEE.

If Customer has any questions or concerns regarding this release, Customer should discuss the questions or concerns with the onsite representative or agent of the Builder prior to entering Property.

CUSTOMER HAS READ THIS RELEASE AND WAIVER OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTANDS ITS TERMS, UNDERSTANDS THAT CUSTOMER IS GIVING UP SUBSTANTIAL RIGHTS BY SIGNING THIS DOCUMENT, HAS SIGNED THIS DOCUMENT FREELY AND VOLUNTARILY, AND FURTHER INTENDS CUSTOMER'S SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF LIABILITY THAT MAY ARISE FROM CUSTOMER'S PROPERTY VISIT AND PARTICIPATION IN THE ACTIVITY, EXCEPT AS PROVIDED HEREIN.

Customer's Signature

Customer's Signature

Print Customer's Name

Print Customer's Name

Date

Date



STEPPING STONE HOMES 1 YEAR NEW HOME LIMITED WARRANTY

LIMITED WARRANTY AGREEMENT

Stepping Stone Homes (SSH) warrants that all construction related to your house substantially conforms to the plans and specifications. SSH warrants that during the first thirty days of ownership or occupancy (whichever is first), SSH will adjust or correct minor defects, omissions, or malfunctions, such as missing equipment or hardware; sticking doors, drawers, and windows; dripping faucets; and other minor malfunctions reported by the Homeowner upon inspection of the property at their 30-day warranty period. This excludes any damage that was not noted prior to close.

Within one year from the date of closing or occupancy by the Homeowner (whichever is first) SSH will repair or replace, at SSH's option, any latent defects in material or workmanship by the Standards of Construction relevant in Wisconsin. A latent defect is defined as one that was not evident at the time of occupancy. The Homeowner agrees to accept a reasonable match in any repair or replacement in the event the original item is no longer available.

Coverage Summary

- A. The plumbing, HVAC, and electrical wiring systems will be free of defects in materials or workmanship.
- B. The roof will be free of leaks caused by defects in materials and workmanship.
- C. The floors, ceiling, walls, and other internal structural components of the home that are not covered by other portions of this limited warranty will be free of defects in materials or workmanship.
- D. Doors, door hardware, windows, electric switches, receptacles, fixtures, caulking around exterior openings, plumbing fixtures and cabinets will be free of defects.

Manufacturer's Warranties

SSH assigns and passes to the Homeowner the manufacturer's warranties on all appliances and equipment.

Any appliance, equipment, or other item within the residence which is considered a "consumer product" as defined in the Magnuson - Moss Warranty Act (15U.S.C.SS2301 -2311) where the "consumer product" manufacturer's warranty would apply. Buyer's only warranty on these items is limited to the warranty, if any, granted by the manufacturer thereof. "Consumer Products" covered by the Magnuson - Moss Warranty Act includes, but is not limited to:

- A. Heating and Ventilation - Furnace, air conditioning, coils and compressor, humidifier, electronic air cleaner, heat pump, exhaust fans or thermostat.
- B. 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 or light bulbs.
- C. Plumbing - Fixtures including toilets, sinks, modules and faucets, water heater, water pump, water meter, sump pumps, water softener or whirlpool tub, water filtration system.
- D. Appliances - Oven, surface unit, range, microwave, trash compactor, freezer, refrigerator, dishwasher, range hood, disposal, ice maker, clothes washer, clothes dryer or hot water dispenser.
- E. Any other product covered by a manufacturer's warranty.



Exclusion from Coverage

SSH does not assume responsibility for any of the following, all of which are excluded from the coverage of this limited warranty:

- A) Defects in appliances and equipment that are covered by manufacturers' warranties as stated above.
- B) Surface damage to the building; including but not limited to: Damage to walls, ceilings, trim, cabinets, counters, plumbing fixtures, light fixtures, tile, flooring, glass, windows, doors, overhead doors, mirrors and screens. Builder and buyer shall perform a walk-through inspection of the home prior to closing to inspect the above items. All items are assumed to be in good condition unless documented in writing as not conforming to the guidelines of the "Construction Industry Quality Standards" available through the Metropolitan Builders Association. Buyers therefore release the builder from responsibility for any surface damage which is not specifically documented at said inspection.
- C) Ordinary wear and tear, normal deterioration or changes that are a normal result of characteristics common to materials.
- D) Any loss or damage that the Homeowner has not taken appropriate action to mitigate or minimize as soon as reasonably possible.
- E) Warping or shrinking of materials that fall within permitted tolerances indicated by the "Construction Industry Quality Standards".
- F) All Exterior Concrete, including garage floor slabs, porches, stoops, service walks, city sidewalks, driveways, drive approaches and patios.
- G) Storm damage, including loose or missing siding or shingles.
- H) All landscaping (including sod, seeding, shrubs, trees, plantings), retaining walls or bulkheads not installed by builder, all fencing and sprinkler systems.
- I) Landscaping and or Lawn installed by Builder or Builder's Subcontractor.
- J) Any settling of the ground around the foundation and all underground utility laterals that may occur after rough grade.
- K) Any damage caused by soil movement, including, but not limited to settling or erosion.
- L) Exterior hardware and lighting fixture finishes.
- M) Cosmetic discrepancies such as matching of touchup paint on walls, ceilings, interior trim and exterior trim. Minor differences in siding, roofing and flooring colors in the event of a repair.
- N) Damage from abusive use, or lack of proper maintenance of the home including but not limited to:
 - 1) Failure by Buyer to take immediate, appropriate action to minimize damage.
 - 2) Condensation or dampness due to Buyer's failure to maintain proper ventilation and humidity levels
 - 3) Loss or damage resulting from abnormal loading on floors by Buyer which exceeds design criteria as mandated by state building codes.
 - 4) Insect or rodent damage or costs to exterminate insects or rodents.
 - 5) Any loss or damage which arises from buyer's failure to disconnect exterior hoses in freezing temperatures.
 - 6) Any damage of paint or plaster due to Buyer's painting. **CAUTION: New textured drywall is very vulnerable to tape!**
- O) Defects in materials provided by anyone other than the Builder or Builder's subcontractors or suppliers.
- P) Any work performed by anyone other than Builder or Builder's subcontractors.
- Q) Any damage or subsequent voided manufacturer's warranties caused the work performed by anyone other than the Builder or Builder's subcontractors or suppliers.
- R) Any adjustments to the grading performed by anyone other than Builder or Builder's subcontractors, including failure to follow approved master grading plan
- S) Loss or injury attributable to the elements.
- T) Consequential and incidental damages.



- U) Rotting of any kind; mold/mildew; the presence of mold/mildew anywhere in the Home, including, without limitation, in any crawl space, unfinished basement or other unfinished or finished space (all aspect of mold/mildew; including cleaning or otherwise addressing, are the responsibility of the Homeowner(s) as part of maintenance of the home); the presence of radon, other natural or introduced gases or radiation, pollution or toxic substances of any kind.
- V) Defects or Water Quality for a private well water system if provided. Any warranty of such system shall be between the subcontractor that provided this work and the homeowner.
- W) Defects or failure of any private waste water treatment system (Septic). Any warranty of such system shall be between the subcontractor that provided this work and the homeowner.
- X) All care and maintenance of the home and it's components, including but not limited to garage door lubrication, ductwork cleaning, replacing the furnace filter, replacing light bulbs, grinder pump maintenance, septic system maintenance.
- Y) Any complaint or claim on an item reported after an unreasonable delay or after the expiration of the applicable coverage period for such item under this warranty; or loss or damage resulting from failure to comply with manufacturer's warranty requirements.

Consequential and Incidental Damages, Acts Outside of Builder's Control

Consequential and incidental damages and acts outside of builder's control are excluded from this warranty.

Consequential damages are costs associated with, or related to, any defect or the repair or replacement of any defect in workmanship, materials or design. They include but are not limited to:

- A. Loss or damage of buyer's personal or real property which is not part of the building covered under this warranty.
- B. Loss of use, loss of opportunity, loss of fair market value or any other similar consequential loss.
- C. Cost of shelter, transportation, food, moving, storage or any other incidental expenses.
- D. Personal or bodily injury of any kind including physical or mental pain and suffering and/or emotional stress. Medical, hospital, rehabilitation or other consequential expenses.
- E. Any defect where the buyer has received compensation from the builder or builder's agents.

Loss or damage caused by external conditions outside the builder's control include but are not limited to: Acts of God, accidents, explosions, smoke, water, windstorm, hail, lightening, falling trees, aircraft, vehicles, natural or introduced gases or changes in the underground water table.

Hazardous Substances

Buyer is made aware that microorganisms such as mold, mildew, spores or any other form of fungi occur naturally in the environment and may be present during or after construction. SSH provides a passive or active "Radon Control System" in every home but cannot eliminate the possibility that radon may be present or that microorganisms may grow on or about the building.

The homeowner may minimize these effects by proper utilization and maintenance of heating, cooling, dehumidification or ventilation equipment, interior maintenance and cleaning, exterior maintenance such as proper grading and landscaping around foundation, painting and caulking. **SSH's limited warranty does NOT cover any prevention, treatment or mitigation of microorganisms.**

Terms

The terms of the various coverages of this limited warranty begin on the date of close or occupancy of the home (whichever is first). Some manufacturer's warranty may begin on the day of original installation rather than the close date.

No Other Warranties

This limited warranty is the only express warranty SSH gives. Implied warranties, including (but not limited to) warranties of merchantability, fitness for a purpose, habitability, and good workmanship are limited to the warranty period for one year.



Claims Procedure

If a defect appears that the homeowner thinks is covered by this limited warranty, the homeowner must submit a request (with accompanying photos, if possible) through their online Homeowner's Portal, via email to warranty@myhomepath.com or in the case of emergency, reach out directly to the subcontractor referenced in your Emergency Contact Information document. Claim procedure and the Emergency Contact Information document will be reviewed with the homeowner at the Pre-Close Orientation. With the exception of emergency requests, all requests must be submitted in writing. Telephone calls shall not constitute a claim.

Repairs

Upon receipt of the homeowner's warranty service requests via the Homeowner's Portal or email, SSH will make a determination as to the extent such claim is warranted under the terms and conditions herein. The option to repair or replace is solely that of SSH. Warranted items will be repaired or replaced at no charge to the homeowner within a reasonable period. If a product is replaced, the terms of the warranty are not extended for the new product and all standard warranty expiry dates remain the same. The work will be done by SSH or subcontractors chosen by SSH. SSH has sole discretion to choose between repair and/or replacement. **All repairs will be completed during business hours, which are typically 7am to 4pm, Monday thru Friday, but may vary by subcontractor. All repairs must be complete by 4pm. It is the buyer's responsibility to accommodate this schedule. Repairs will not be completed outside of this time schedule.** In order for SSH to fulfill their respective obligations under the terms and conditions of warranty, access to the home will be required. **Refusal to allow access to the home during the hours listed above will void the warranty.**

Not Transferable

This limited warranty is extended to the homeowner only if the homeowner is the first purchaser of the home. When the first purchaser sells the home or moves out of it, this limited warranty automatically terminates.

WARRANTY COVERAGE OVERVIEW

Homeowner undoubtedly will have small issues arise in the home; most can be simply resolved by the homeowner or will disappear due to seasonal weather fluctuations. The following will assist you identifying these issues and will clarify SSH's limited warranty coverage as it relates to these issues.

Surface Damage

The Homeowner has not contracted with SSH to cover Owner's ordinary wear and tear or other occurrences following the construction that affect the condition of features in your home. Chips, scratches, or mars in tile, woodwork, walls, porcelain, brick, mirrors, plumbing fixtures, kitchen and other appliances, doors, paneling, siding, windows, carpet, vinyl floors, laminate floors, cabinets, and the like that are not recognized and noted by the Homeowner at the Pre-Close Orientation are non-warrantable conditions, and the upkeep of any cosmetic aspects of the home are the Homeowner's responsibility.

Plaster and Drywall Finishes

SSH uses a drywall technique known as "knockdown". This method is a hand textured finish with various degrees of grain and texture. Given the hand texturing, no two homes or rooms are the same and variation will be present. SSH does not warrant texture differences as it is a naturally occurring quality of these finish types. Typically, once the home is decorated, any noticeable variances will disappear into the decor of the home and add to its beauty and character.

Drywall Settling and Drying

As with any brand-new home, your home will go through a drying and settling process. One of the potential consequences of this natural process is minor defects that appear in the drywall. This can include cracks in the drywall at seams and along corner beads, nail pops and tape blisters. These settling related drywall issues will most commonly appear during the first year in the home. Drywall is installed in the garage per insulation and fire code requirements and is not considered an aesthetic component of the home. Drywall standards only apply to drywall within temperature controlled living spaces.

SSH will repair and retexture settling related drywall defects one-time during the 11-month warranty period with the exception of the garage drywall. All drywall painting is a Homeowner Responsibility.



Paint Touch Ups

After your SSH Pre-Close Final Walk, all drywall paint touch ups become the responsibility of the homeowner, **including re-painting after any drywall repairs completed at the 11-month warranty period.** Please note that drywall cracks smaller than 1/8" can be repaired with a coat of paint.

Caulking

Exterior caulking and interior caulking will crack somewhat in the months after installation. These conditions are normal and should not be considered a problem. SSH agrees to repair such cracks in caulking during the first year, however, maintenance or repair thereafter are the sole responsibility of the owner.

Interior Door Panels and Interior Millwork Trim Shrink and/or Split

Wooden doors panels and interior millwork trim will shrink and may even possibly split slightly due to winter shrinkage. For door panels, this is normal if no light is visible through the door. Doors should expand back to normal during the summer months. For interior millwork trim, gaps may appear at the joints as the trim shrinks due to humidity and temperature changes. **SSH will re-stain or re-paint around panels if bare wood is exposed and will cosmetically repair cracks in painted door panels and at trim joints that exceed 3/16" at the 11-month warranty period. SSH's limited warranty does not cover raised grain of natural wood products.**

Countertops Separate from the Walls

Your exterior walls are subject to extreme stress in the winter months, an exterior temperature of -20° degrees & an interior temperature of 70° degrees along with tremendous humidity changes can cause your countertops to temporarily separate from the wall. In the spring, summer and fall the separation will correct itself as temperature and humidity levels moderate. **SSH will caulk countertop separation only if the gap exceeds 1/16" at the 30 day and/or 11 month warranty period.**

Interior Doors "Rub", Close Hard or Do Not Lock Properly

Again, humidity changes in your home cause your doors to shrink and move slightly. These issues are temporary and typically will correct its self when warmer weather and higher humidity levels return. **SSH will make the appropriate door adjustments at one time only during the warranty period, preferably at the 11-month warranty period.**

Flooring "Creaks" or Gaps

A squeak-proof floor cannot be guaranteed. Some types of flooring is designed to be a floating floor that is not nailed or glued to the sub floor. Just as all materials in the home expand and contract, this flooring material will react to the changes in temperature and humidity. During the dry winter months, gaps may appear between planks and the flooring may be more likely to "squeak". These are inherent qualities of these flooring products. **SSH will only take corrective action one-time during the warranty coverage period to minimize squeaking. Only action that can be performed without removing the floor and ceiling finishes will be taken. SSH will repair any gaps that exceed the manufacturer's tolerances.**

Carpeting

Visible carpet seams are not a defect. SSH will repair any openings or gaps in the seams. It is normal for seams to be slightly raised due to glue strips. Carpeting is not a lifetime product. SSH cannot control the wear and tear of your carpet due to individual lifestyles. Most manufacturers recommend having your carpet professionally cleaned at least once a year, in addition to vacuuming frequently. Vacuuming alone is not sufficient to remove all dirt particles and oils. Proper care and maintenance can add years to the life of your carpet.

Fibercement and Vinyl Siding

All siding materials expand and contract in response to changes in humidity and temperature, as do the framing boards behind the siding. Slight waves or bowing of the siding will be visible under certain weather conditions. This cannot be entirely eliminated due to the diverse weather conditions of this climate. Some waviness or rippling can be expected in vinyl lap siding in summer months due to thermal expansion.



Gas Fireplace - Cold Air Infiltration (if applicable)

During cold weather and high winds, your fireplace will be cold to the touch and may even deliver cold air into your home. All direct vent fireplaces feature a fresh air intake, essentially a 4" hole in the exterior wall directly into the firebox. This is required for combustion. This is a normally occurring issue with direct vent fireplaces and can be cured by simply turning on the fireplace unit.

Household Humidity

This is the leading cause behind many of the issues a homeowner will witness within their home during the first year of ownership. Too much or too little humidity can cause many different symptoms in your home. Your home will go through a curing (drying) process though the first year of ownership and typically tend towards too much humidity during this time. We encourage you to monitor your humidity level throughout the year to assist you with the management of your home. The following chart will outline ideal humidity levels in your home.

Outside Temperature	Maximum Humidity Level
20°	35 to 40%
10°	30 to 35%
0°	25 to 30%
-10°	20 to 25%

* Based on the Metropolitan Builders Association "Construction Industry Quality Standards" Guidelines for 70° F indoor temperature.

Solutions to humidity/seasonal issues

- Keep the furnace fan turned to "ON" (not auto) so that you have continual air movement throughout your home.
- Use the bathroom exhaust fan when taking a shower and let it continue to run at least 20 to 30 minutes after your shower.
- Use the microwave exhaust fan (or range hood) when engaging in cooking activities and let it continue to run at least 20-30 minutes after cooking is complete.
- If you have a part of the house or window that seems to accumulate more condensation than others you may crack that window slightly until the moisture escapes or a dehumidifier can be used to remove the moisture.
- Run a dehumidifier in the lower level, we encourage you to do this throughout at least the first-year ownership as it will take that long for your concrete to fully dry.

Condensation on Windows

Condensation is caused by high humidity in the home. **Condensation and/or frost on inside surfaces, such as foundations and windows, is not covered under SSH's limited warranty.** This is normal with new homes because the products used to build the home are going through a natural curing process in which they released moisture into your home. Please take the following precautions to minimize this condensation.

- Open blinds, shades or window coverings, your windows need to breath like the rest of your home
- Operate your fans (ceiling and furnace) when conditions are high for condensation to encourage evaporation. i.e. extreme frigid conditions or high humidity events in your home (parties, high moisture cooking, etc.)
- Run fans that vent moisture to the exterior, including bath fans and microwave exhaust fans. i.e. turn on your main bath fan and let it run until conditions improve.
- Clean surfaces of any moisture that may have dripped from windows.



Structural Defects

Commencing on the warranty start date, SSH warrants your home will be free from major structural defects as defined herein. The major structural defects warranty ends on the date which is one (1) year from closing of the homeowner's purchase of the home from SSH or from the date of occupancy of the home by the homeowner(s) (whichever is first). A major structural defect is defined as a defect that causes actual physical damage, damage to the designated load-bearing portions of the home, damage caused by failure of load-bearing portions that affects their loading-bearing functions and damage to the extent that the home becomes unsafe, unsanitary, or otherwise unlivable. All four portions of the definition must be met to qualify the home for major structural defect warranty claim. Load-bearing portions of the home are any of the following structural elements designed to be load-bearing: foundation systems, footings, beams, girders, lintels, columns, walls and partitions, flooring sub systems, roofing and framing systems, roof rafters and trusses. Specific examples of non-loading bearing elements include, but are not limited to, non-loading bearing walls and partitions, basement or garage slabs and other interior concrete floor slabs, flooring and sub-flooring materials, drywall, wall tile, stone or stone veneer, any type of exterior siding or roofing materials, doors, trim, cabinets, and windows.

Interior Concrete Flatwork and Foundation

Concrete cracks will appear on your foundation walls, basement floor, garage floor and all exterior flat work. Control joints, such as saw cuts or zip strips, are installed to allow for shrinkage during the drying process but sometimes cracks can occur naturally in other locations. Most cracks are hairline shrinkage cracks and are cosmetic only. These cracks are normal and therefore are not covered under SSH's limited warranty. Your warranty covers the following:

- Foundation Cracks and Basement Slab Cracks- If naturally occurring cracks are 3/16" wide and the grading of the exterior is determined to be correct, SSH will patch cracks. Color and texture of patch will not match.

Exterior Concrete Maintenance

All Exterior Concrete is EXCLUDED from SSH limited warranty. This includes garage floor slabs, porches, stoops, service walks, city sidewalks, driveways, drive approaches and patios. Exterior concrete is subjected to winter weather conditions and deicing chemicals that are outside of SSH's control. In cases where concrete is poured after close, the Homeowner is allowed 14 days to report any suspected defects to SSH's warranty department for consideration of repair.

Although exterior concrete is not covered by SSH's limited warranty, here are some helpful maintenance tips.

Concrete flatwork is one of the most ignored components of a home, and most homeowners believe it to be indestructible and require no maintenance. This is not true. Concrete, once poured, will fully hardened within the first 60 days. The drying process, however, typically takes about a year. The care and maintenance of the concrete is especially critical during this first year due to this higher moisture content. With proper care and maintenance your concrete surfaces can last for decades.

Stepping Stone Homes starts with a proper concrete mix, assuring you with a quality surface. The concrete is properly installed and then cured to minimize cracking, spalling, scaling aggregate popping and other common concrete issues. During this curing process (60 days), it is critical that no large vehicles such as moving vans and delivery trucks drive on the concrete. Failure to follow this rule can result in premature cracking of the surface that may not be immediately evident.

Proper care of your concrete is essential. ***We strongly encourage you to seal your concrete with a quality silane or siloxane-based sealer.*** Many of the inexpensive sealers available at hardware or big box retailers do not do an adequate job of protecting your surface; they simply coat the top of your concrete and do not penetrate the surface. This may cause more harm than good as it relates to protecting the surface. The purpose of an exterior concrete sealer is to create a water barrier to prevent water penetration into the concrete surface.



Wisconsin has some of the harshest winter weather in the country and we understand the desire of homeowners to use deicers and salt on their concrete during icy conditions. ***There is no such thing as a “safe for concrete” deicer. We highly discourage the use of salt or deicers during the first winter under any circumstance. It will damage your concrete.*** In fact, we never encourage the use of harsh chemicals on your driveway. We suggest having sand on hand to minimize slippery surfaces. ***You also need to remove all the snow from your exterior concrete before it is driven or walked on.*** The ice caused by compressing the snow, is typically where the surface damage to your concrete will develop. It is important for you to remove any salt or road deicers that may be spread on the end of your driveway by your local municipality. Another area of concern is under your garage door; do not let ice accumulate in this location.

These simple tips will help you maintain your concrete investment. Even with proper care maintenance, minor damage can be expected given our harsh climate.

Yard Grade

The grading on your lot is a multi-step process that begins after foundation pour and is completed at time of landscaping. The main purpose of your yard grading is to allow for proper water drainage and water flow for both your lot and any neighboring lots. The final grading requirements are set by the Master Grading Plan for your community. All homeowners are required to grade in compliance with this Master Grading Plan by their local Municipality. This document will be on file with the municipality and will be available upon request from the municipality.

Back Filling and Initial Grade

The first grading is done at the time of back filling around basement walls and its purpose is to assist with drainage away from the foundation during construction. Since this is done early in the building process, settling around the home is expected and will be filled when the rough grade is completed.

Second The Rough Grade

Weather and time of the year permitting, SSH includes a rough grade. If your home is completed between November and May the rough grade will be completed as weather permits. The rough grade is completed using the fill and/or soil that was excavated from your lot. The quality of this dirt depends on the community and lot specific ground conditions. Additional fill will be brought in only if necessary to cover any exposed foundation foamboard insulation and to ensure positive drainage away from the home. This fill will be similar to the excavated soil and will not be topsoil. The rough grade is not intended to be graded precisely to the master grading plan.

Third ... The Final or Landscape Grade

This final grade is the responsibility of the Homeowner and their landscaper. This grading will require additional inches of topsoil to be added to the lot to bring the grading up to the required elevations. This final grading must comply with the Master Grading Plan for your specific community.

In your Homeowners Portal is a lot survey that should be provided to your landscaper. This survey will assist your landscaper in locating the lot corners to ensure they do not encroach on neighboring lots. All local municipalities require the grade to be exact. Your landscaper will be required to grade to the predetermined elevations and to accurately follow the drainage plan per the Master Grading Plan. SSH strongly encourages any homeowner or landscaper to use the proper equipment to ensure compliance.

On some homes there is a substantial amount of time between occupying the home and your landscaping. During this time, the rough grade SSH completed may deteriorate due to precipitation, foot traffic ground settlement and/or weed growth. Due to erosion and settlement that can occur after the rough grade is complete, SSH is not responsible for a second rough grade or any grading touch ups. SSH is not responsible for the final grading of the lot.



Subsoil Types

Each subdivision we build in has different soil characteristics. Some soils have substantial amount of rock and sand. In this case your landscaper will charge you additional time to remove the rocks. Some areas have only clay soils and final grade will be lumpy and very rough. Some subdivisions have substantial amounts of natural black dirt. When black dirt is discovered during the excavation we pile and store it at the back of the lot. This black soil is then used for the rough grade and can be used for the installation of the lawn. SSH has no control over the soils Mother Nature has deposited on your new home site and will back fill and rough grade with soils like those on your lot. All rock removal is the responsibility of the homeowner and their landscaper.

Many times, a landscaper will ask that the builder do the additional grading, rock removal or bring in additional fill and black dirt. SSH grades to the specifications as indicated in your contract. Any additional grading, fill or dirt hauling, and rock removal is the homeowner and their landscaper's responsibility.

Maintain a Positive Grade and Settling Touch Ups

It is important for you to maintain a positive grade away from your home always. This will minimize any water problems as water pooling against a foundation can lead to water leaks in your basement. Improper grading can also lead to wash out and erosion around your exterior flatwork, causing failure of the concrete. SSH suggests at minimum a six-inch drop for the first ten feet away from the foundation whenever possible. This is important as it will keep surface water flowing away from your house. In some cases, the master grading plan may not allow for such a slope. In these scenarios, it is particularly critical that the master grading plan is followed precisely and that any settling in touched up quickly. Settling touch ups are not covered by SSH's limited warranty. In the case of a foundation water leak, SSH will require any settling or grading issues to be touched up by the homeowner prior to making any repair attempts. Often times this touch up is all that is required to eliminate the leak.

Swales

A swale is a low point in the grading plan that is intended to collect and sometimes to move water from rainfall and snow melt. It is most common to see swales at the lot lines or moving around the home. Water may pool in these swales after rainfall for up to 48 hours. The intention of such a swale is to hold water in a location that is far away from you and your neighbor's foundations when the ground is fully saturated. For swales that are sloped for movement towards the street or rear lot, the grading slope must be maintained to allow for this drainage. This includes keeping an open path for the water to flow. Trees, shrubs, snow piles and ice can impede this movement and result in more water. Maintenance of these swales to allow for proper water flow is a homeowner responsibility.

Know Your Homeowner's Insurance!

A Builder Warranty is not a substitute for a good homeowner's insurance policy. Many homeowners would be shocked to learn that the typical insurance policy does not cover some of the most common damage that can occur in a home. The following is a list of things you should consider when buying homeowner's insurance:

1. Coverage at replacement costs
2. Backup of sewer and water coverage
3. Failure of sump pump coverage
4. Replacement of personal property coverage
5. Coverage for any other structures on the property
6. Automobile, recreational vehicles, boats, motorcycles

There are several types of homeowner insurance policies. Most policies are referred to as "named peril" policies because they only cover losses that are from those named perils listed in the policy. Typical named perils include fire, windstorm, hail, and other physical losses. To the contrary, "all risk" policies cover losses from all perils except those specifically excluded in the policy. (Typically, earthquakes, floods and damage caused by war and nuclear accidents are exclusions). An "all risk" policy is more expensive than a "named peril" policy but it provides broader more extensive coverage. Please discuss with your insurance agent to ensure that your coverage is extensive.



Stepping Stone Homes, Home Path Financial LP and its affiliated companies, follow the Construction Industry Quality Standards as prepared by the Metropolitan Builders Association. Copy 2021.

A copy of the Construction Industry Quality Standards is available through the Metropolitan Builders Association 2120 Pewaukee Road, Suite 103. Waukesha, WI. 53188, Phone 262-725-1445. Please reference this manual to answer your questions regarding warranty work standards.

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We, the undersigned, hereby agree that we have read and acknowledged this agreement bounded by its terms and conditions.

Buyer's Signature

Date

Print Buyer's Name

Co-Buyer's Signature (if applicable)

Date

Print Co-Buyer's Name

Chronology of the step-by-step claim and response interaction between consumers and contractors/suppliers

Step One: Notice of Claim - At least 90 working days before commencing an action against a contractor or window or door supplier or manufacturer, a claimant must deliver a written notice of the alleged defect to the contractor.

Step Two: Contractor's Response - The contractor will have 15 working days (or 25 working days if it involves a defect involving a window or door supplier) to provide the claimant with a written: (1) offer to repair or remedy the defect; (2) offer to settle the claim with a monetary payment; (3) offer of a combination of (1) and (2); (4) statement that the contractor rejects the claim and the reasons for rejecting the claim; or (5) proposal to inspect the alleged defect or perform any necessary testing.

Step Three: Claimant's Response - If the contractor rejects the claim, the claimant may proceed to commence an action against the contractor. The claimant must serve written notice on the contractor within 15 working days if he or she either accepts any offer or rejects an offer. Note that if the claimant has a claim against a window or door supplier or manufacturer, the claimant should contact the supplier to ensure that the supplier received a notice of the claim from the contractor.

Step Four: Contractor's Supplemental Response - If the claimant rejects the offer, the contractor has five working days to provide a written supplemental offer or a notice that no additional offer will be made.

Step Five: Claimant's Response - If the contractor has provided the claimant written notice that no additional offer will be made, the claimant may commence a lawsuit or other action against the contractor. If the claimant has received a supplemental offer from the contractor, the claimant must respond within 15 working days.

More Highlights

- Claimants may accept settlement offers, accept them in part, or reject offers, doing so via detailed written notice.
- The law does not apply where there is no contract to construct, as in the case of purchasing an existing home.
- Remedies to claims may involve repairs, monetary payment, or a combination of repairs and payments.
- Contractors and suppliers have the right to inspect and, as appropriate, test alleged defects.
- Access must be provided in a timely fashion for inspections, tests, and repairs.
- Additional claims made or discovered after an original claim are treated as separate in terms of time and process.
- There is a different timetable and process for the claims and responses if a contractor seeks contribution from a supplier.
- Failure by the claimant, contractor, or supplier to follow the "Right to Cure Act" can result in delay or dismissal of legal or arbitration actions.

The Wisconsin Department of Commerce does not discriminate on the basis of sex, race, religion, age, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation, or physical, mental, emotional or learning disability. Reasonable accommodation, including the provision of informational material in an alternative format, will be provided for qualified individuals with disabilities upon request. Contact the Safety and Buildings Division at 608-266-3151, or TTY 608-264-8777.

Wisconsin's Framework for Successful Communications Between Consumers and Contractors



2005 Wisconsin Act 201, the "Right to Cure Law," says that

consumers at the time of contracting for construction or remodeling work for dwellings must be provided with this brochure describing requirements for making any future claims of construction defects.

The "Right to Cure Law" also provides timetables and steps to help solve disputes and misunderstandings between consumers and contractors related to residential construction and remodeling, before going to court or arbitration.

People who feel they have a claim concerning defective workmanship or materials need to provide written notice to contractors or suppliers before any legal action may be filed. The contractors and suppliers have the opportunity and the responsibility to respond to claims.



This brochure highlights some of the provisions of the "Right to Cure" Law, and is not a complete description of the law, and is not a substitute for legal representation.

SBD-10845 (V4-R09/13/06)

The "Right to Cure Law" requires that before any dwelling construction begins, consumers must be provided with this brochure prepared by the state Department of Commerce, and the following notice:

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.

The Wisconsin Department of Commerce prepared this brochure, but does not investigate, arbitrate, or judge consumer-contractor/supplier disputes. Those disputes are solved through the "Right to Cure Law" process, by the state's court system, and, for alterations and additions, the Home Improvement Practices Code, ATCP 110, of the state Department of Agriculture, Trade, and Consumer Protection.



The "Right to Cure Law" provides the steps and timetables to be followed in resolving any claims of dwelling construction defects by consumers against contractors or suppliers. Claims must be pursued through the "Right to Cure Law" process before arbitration or before legal action.

If no agreement has been reached concerning the alleged defect after the structured exchange of communications between a claimant and the contractor or supplier, according to the "Right to Cure Law" process, the claimant may file a legal action in court or go to arbitration.

Construction defects can involve workmanship, materials, or code requirements in new construction or remodeling, but not maintenance or repairs.

Consumers and contractors or suppliers are bound by warranty terms for products or services. A warranty can define a construction defect.

A dwelling is any premise or portion of a premise that is used as a home or place of residence. This also includes existing driveways, sidewalks, swimming pools, patios, porches, detached garages, etc.

Claims are a request or demand to remedy a construction defect caused by a contractor or supplier. Claims may be made by owners, tenants, or property associations.

Claimants have a number of responsibilities in making timely specific written claims to contractors and suppliers.



Contractors are persons who enter into written or verbal contracts to construct or remodel a dwelling. Suppliers are persons who manufacture or provide windows or doors for a dwelling.

The steps for claims and responses are defined in the "Right to Cure Law." Claims must include specific written description of alleged defects and evidence to substantiate the nature and cause of defects. Responses to claims and other written communications must also be specific to allegations and evidence.

Contractors or suppliers must respond to a written claim within a set number of working days either by offering to repair or remedy in some fashion, by requesting an opportunity to inspect, by involving a supplier, or by rejecting the claim.

2005 Wisconsin Act 201 may be found on the Department of Commerce Web site, as can a PDF copy of this brochure: http://commerce.wi.gov/SB/SB-Div_Publications.html. Contact legal counsel for more information on the "Right to Cure Law," and consumer and contractor rights and responsibilities.