

EXPRESS WARRANTY  
JIMMY JOHNSTON CONSTRUCTION, L.L.C.

COPY

HOME WARRANTY AND SERVICE PROCEDURES

ISSUED TO: Bruce & Wanda Corkern DATE: 4-14-04

ADDRESS: 131 Wildwood Dr. Madison, MS. 39042-39110

Jimmy Johnston Construction L.L.C., it's contractors and suppliers warrants your home against defective materials and workmanship for a period of one (1) year following your permanent loan closing or your occupancy of the home, which ever first occurs. This warranty does not cover ordinary wear and tear, abuse, neglect or general maintenance connected with home ownership.

This warranty is non-transferable. Any obligation under it terminates if the property is sold or shall cease to be occupied by the original home buyer to whom it is issued.

The warranty does not extend beyond the product warranty or manufacturers' warranty.

WARRANTY CONDITIONS AND PROCEDURES ARE AS FOLLOWS: (IMPORTANT)

The following warranty conditions and procedures are outlined for your information and guidance to insure orderly and systematic handling of each service request. Your cooperation and compliance with these procedures is appreciated.

I. THIRTY DAY BREAK-IN PERIOD

During the first thirty (30) days after date of move-in you may note minor omissions or malfunctions, such as missing equipment or hardware, sticking drawers and/or doors, doors not latching, etc. to the extent that such items are normal, builder responsibility corrections or adjustments shall be made.

PROCEDURE: Please maintain a list of such items as each comes to your attention. After the initial thirty (30) day period, please contact builder so any needed repairs can be made.

II. LATENT DEFECT PERIOD

A latent defect in construction is defined as a defect not apparent at time of occupancy, but which becomes apparent within one year from the date of permanent loan closing, or occupancy which ever first occurs. It is stressed, however, that normal characteristic behavior of building materials, wear and tear, general maintenance, and like items, do not constitute latent defects.

PROCEDURE: Should it appear a possible latent defect (non-emergency) has developed compile a list of such items as each comes to your attention. Return this list to the office. Although we only request one thirty-day "Break-In" list, it is practical to send as many lists as you deem necessary on latent defect items.

The latent defect items shall be scheduled for correction at the earliest practical date. Any items which appear questionable shall be discussed in detail with the home owner for possible solution.

PLEASE NOTE: All repairs are made Wednesday from 9:00 a.m. to 4:00 p.m. and an adult must be present when repairs are made. Please see the service policy and request form.

### III. SUPPLIER AND SUBCONTRACTOR SERVICE

A supplier or subcontractor service item usually constitutes a malfunction in equipment (i.e., air conditioner, heating system, range, oven, dishwasher, disposal, etc.)

PROCEDURE: To insure prompt attention, please refer to the subcontractor roster which has been provided. Contact the service department of the applicable supplier or subcontractor noted. A telephone call, particularly on an emergency item should insure expedient attention, however, if the service is unsatisfactory, please advise the customer service office of Jimmy Johnston Construction L.L.C.

AN IMPORTANT NOTE: Read all booklets, manuals and materials concerning your appliance and/or other equipment. Experience dictates caution in checking probable causes for equipment of appliance malfunctions. Often it may be the item is not being operated properly, or it may be a power loss, a plumbing failure or some other factor related to the function of the equipment. As accurate an appraisal of the problem you can make will expedite the corrective action if a service request is in order. Jimmy Johnston Construction L.L.C. and its equipment and suppliers are always ready to correct malfunctions, or defects under the specific warranty.

### NON-WARRANTABLE CONDITIONS

1. Cracks
  - A. Concrete patios, walks and drives can develop cracks due to its own character, the elements, rain expansion and contraction, or the underlying soil upon which it is laid.
  - B. Mortar cracks can develop in the mortar used in bonding bricks together. This is a condition due to shrinkage in the mortar during extreme dry or wet periods.
  - C. Some shrinkage may appear in your sheetrock, paneling or wood this is normal during the thermal “drying out” process of your home.
  - D. Ceramic tile – Cracks can develop in the corners and between the tile and wall or tub. This is normal due to shrinkage of material supporting the tile and minor movements due to extreme weather, winds, droughts, heavy rains. Which are known as thermal conditions of the home. This is homeowner’s maintenance.
2. Oil spots on marble or tile – these spots are soft and will absorb oil if it is allowed to stand and penetrate. The best protection is regular cleaning and care.
3. Brick discoloration – brick may discolor due to the elements, rain run-off, weathering or its materials. Should this occur, it may be cleaned with a solution of vinegar and water (1 quart vinegar to 1 gallon of water). Scrub with brush and rinse with cold water. When using acid, protect hands and

eyes and do not spill on paint or carpeting. Use this method only on new brick (not used brick)

~~4. Non-uniformity or appearance or antique (used) brick.~~

5. Broken glass after initial occupancy of home.

~~6. Stained wood – wood cabinets, paneling or doors all have variations in wood grain. These variations can not be controlled.~~

7. Paint – good quality paint has been used interiorly and exteriorly on your home. It has been properly primed and finished. Color fading under condition of exposure to extreme sun and weather conditions can not be prevented, although wood surfaces will still have protection of the paint. Chips, cracks, and peeling or common items due to causes other than paint or its application (i. e., allowing lawn sprinklers to hit painted areas involved, not keeping the painted surfaces clean therefore aiding growth of mildew or fungi).

8. Caulk – shrinkage of caulking is normal under our local weather conditions. Many times cracks will appear as a result of this. This is homeowner's maintenance.

9. Chips, scratched or mars in tile, woodwork, walls, floors, formica countertops, porcelain, brick, mirrors, plumbing fixtures, etc., not recognized at time of final inspection.

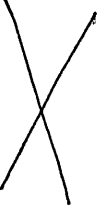
10. Spots on carpet not recognized at time of final inspection.

~~11. Interior pocket doors.~~

12. Toilet or sewage blockage.

13. Wood front entry doors. Weather conditions in this area may cause warping, swelling or shrinkage this is beyond the control of Jimmy Johnston Construction L.L.C.

14. Service company meter problems, service lines installed by developer, municipality or service company and back filling or sloping thereof.

15. Alterations of grading – should you wish to change the draining pattern due to landscaping or other reasons, be sure a proper drainage slope is retained. We assume no responsibility for the grading if the established pattern is altered.
16. Yard maintenance: your yard as been properly graded and cleared to insure a start toward a good lawn. You are urged to water and fertilize it regularly so grass and shrubs get a good root system established. You are urged correct any erosive actions as they occur in order to allow the grass systems to take firm hold.
17. Soil Erosion/Yard Maintenance: Warranty by Jimmy Johnston Construction L.L.C. does not include maintenance or repairs to yards that have experienced soil erosion or shifting of soil caused by wind or water.
-  18. A termite soil pre-treatment and post treatment is provided before and after construction on your home, however, we do not provide for further termite protection. We strongly suggest you contact your pest control company for the steps to take to adequately protect your home from termite damage.

All sheetrock is warranted for six (6) months from the date of closing or occupancy, whichever occurs first. Any cracks in walls, ceilings, corners and vaults will be repaired within the first six (6) months of occupancy of home. All cracks after this six (6) month period is homeowner's maintenance. Due to the weather conditions in this area, we cannot control cracks in sheetrock, therefore sheetrock is warranted for six (6) months.

Special care should be taken in the everyday cleaning of resilient tiles, ceramics, formicas, marble, wood, paneling, cabinets, fixtures, doors, windows, carpet, vinyl, etc. Proper day to day care of your new home will result in many enjoyable years for you and your family; and it shall most assuredly prove valuable in value appreciation when it becomes necessary to sell your home.

JIMMY JOHNSTON CONSTRUCTION, L.L.C.  
CUSTOMER SERVICE DEPARTMENT  
1038 HIGHWAY 471  
BRANDON, MS 39042  
601-825-3366

I have read and understand the information contained herein.

It has been explained to me that Jimmy Johnston Construction LLC does not provide a warranty on any paint, caulk or sheetrock past the 6 month warranty period.

*Bronde Coaker* 4-14-04

*[Signature]* 4/14/04  
Owner Date

Jimmy Johnston Construction, L.L.C.

By: *[Signature]* 4/14/04  
Date

You will be mailed a copy of this original within three (3) business days.