

CONSTRUCTION CONTRACT

THIS CONTRACT is entered into this 16 day of APRIL, 1998, by and between TIM A. AND KIMBERLEY J. ZIANTS (hereinafter referred to as "Purchaser") and HOMES OF THE 20TH CENTURY, INC. (hereinafter referred to as "Builder" or "Contractor"):

In consideration of Purchaser selling his residence at 6737 Leland Ave., Hammond, In., The "start" of all improvements to the Real Estate shall commence only with written instruction from Purchaser, and this Contract will herein be in effect. The Purchaser shall provide Contractor with written instruction to "start" construction after sale of residence of above address. Terms of this Contract will be acceptable for both parties for one (1) year, from the above date.

In consideration of the covenants and agreements herein contained the Purchaser hereby agrees to employ the Builder to construct and erect a personal residence (the "Home") on the following described building site (the "Real Estate"):

See Exhibit A.

According to the plans and specifications initialed by the parties hereto attached to this agreement, which plans and specifications shall become a part of this agreement.

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The parties agree that said construction shall be upon the terms and conditions as set forth hereinafter:

I. SCOPE OF WORK AND CONTRACT

Contractor agrees to furnish all labor, materials, supplies and equipment required for completion of the construction of a residential structure in substantial conformance with the "Ziants" floorplans and drawings dated APRIL 16, 1998 (with any necessary technical revisions by the County or Municipal Government) and on file at the Contractor's office; and same are now deemed a part of this contract. (The construction of the residential structure, preparation and excavation of the real estate, construction of all footings, foundations, drives, sidewalks, and all other work set out in the plans is referred to as the "work").

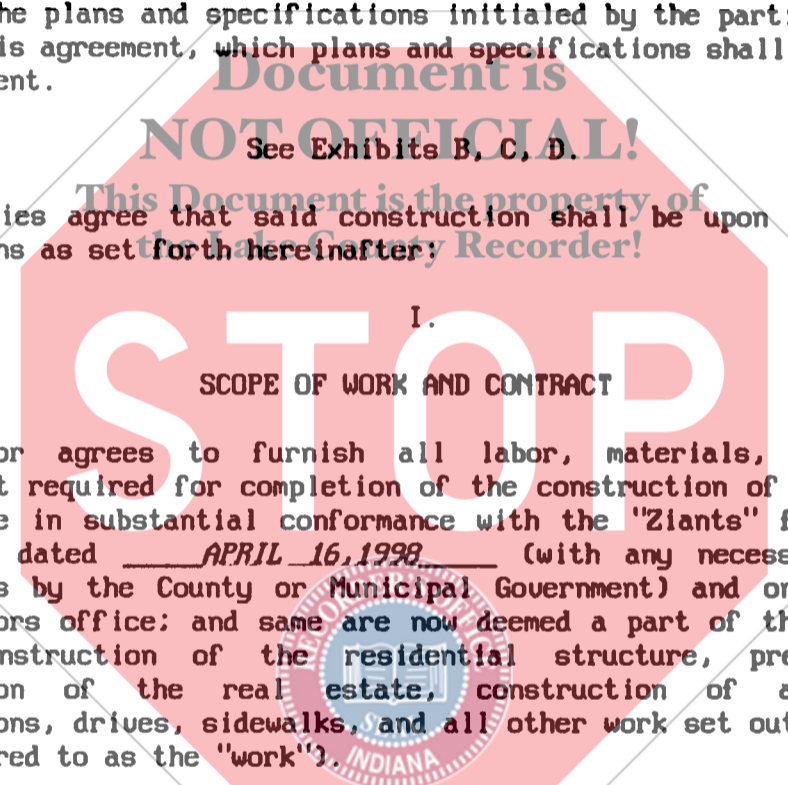
The plans, together with this agreement and the Contractor's proposal dated APRIL 16, 1998 and annexed hereto constitute the contract along with any signed changes or future addenda, and all such documents are fully part of this contract as if herein set forth or hereto attached.

BUILDER'S DUTIES

Builder shall have the following duties with respect to the design and construction of the Home:

- i. Builder shall be responsible for the complete design of the Home, and the preparation of all Plans and Specifications. Such Home shall be designed and constructed to be in compliance with all applicable codes ordinances, laws, statutes and restrictive covenants recorded against the Real Estate or having jurisdiction over the Real Estate;
- ii. To employ, coordinate and supervise all subcontractors, laborers, and tradesmen required in order to construct the Home pursuant to the Plans and Specifications, and otherwise in accordance with this Agreement, to fix and pay their

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compensation, and to pay Builder's worker's compensation insurance, social security, and other expenses in the employment of such labor as required by applicable laws;

- iii. To purchase all materials necessary to complete the Home in accordance with the Plans and Specifications;
- iv. To negotiate and let contracts to persons, firms or corporations as Builder may deem necessary or appropriate to complete the Home in accordance with the Plans and Specifications;
- v. To obtain casualty and liability insurance with respect to losses caused by fire, theft, vandalism and malicious mischief, which insurance shall include a Builder's Risk policy, insuring Builder, Owner, and Owner's mortgagee(s), as their interests may appear, for the full amount of the Purchase Price. Builder shall provide Owner with a certificate of all such insurance policies prior to commencement of construction. All insurance companies and amounts are subject to the approval of Owner;
- vi. Builder shall be obligated to obtain all permits necessary for the proper and lawful construction of the Home. In addition, Builder shall be responsible for obtaining the approval of any architectural control committee or similar board or entity of the Plans and Specifications prior to commencement of construction of the Home, as required by any restrictive covenant which encumbers the Real Estate;
- vii. Builder shall, consistent with the terms of this Agreement, oversee and manage and do all things necessary for the proper construction and completion of the Home in the most expeditious and economical manner consistent with good workmanship, sound business procedures and the best interests of Owner; and
- viii. Builder shall be responsible for all services in connection with the construction required by this Agreement, including the coordination of work to be performed by all subcontractors.

RECORDED'S OFFICE
II.
TIME OF COMPLETION
INDIANA

The Builder and Purchaser each acknowledge that time is of the essence in the performance of this Contract. If Builder does not complete the work within the period specified in this Contract, Purchaser may terminate this Contract by providing written notice of such termination to Builder and Builder shall return to Purchaser the construction deposit(s) referenced below with 15 days of the mailing of the notice of termination. Builder's return to Purchaser of the construction deposit shall in no way constitute a waiver of any other rights or remedies of Purchaser for breach of this Contract.

The work to be performed shall be commenced as soon as permits and weather conditions allow after verification of a Mortgage Loan for the Purchasers and acquisition of a Construction Loan by the Contractor herein, if required. Upon execution of the Contract and the written verification of the Mortgage Loan being provided to the Contractor, the Contractor will make application for a Construction Loan within two (2) business days thereafter, if required. In the event Contractor's lender should fail or refuse to make such a loan to Contractor, if needed, then this Contract shall terminate and Purchasers deposit shall be refunded along with any application, processing or other fees incurred by Purchaser in connection with obtaining the written verification of Mortgage Loan. Thereafter the parties hereto shall be under no further

obligation to perform.

Contractor will pursue the completion of the work and will complete the work within FOUR (4) months from the date of starting the project. If Contractor is delayed at any time in the progress of the work by changes ordered in the work by Purchaser, or by fire or by unavoidable casualties then the time of completion will be extended for a period of such delay.

III.

CONTRACT PRICE

(72) The Purchaser shall pay to Contractor, in current funds, for the improvements to the Purchasers Real Estate to be constructed pursuant to this contract, subject to additions and deductions requested by Purchaser in writing, the sum of 130,465.⁰⁰ one hundred thirty thousand four hundred sixty five (\$130,465.⁰⁰) the purchase price. Purchaser shall complete such payment at the closing referenced below.

The Purchaser shall tender at "start" the amount of 3000.⁰⁰ Homes of the 20th Century, Inc. the construction deposit to (\$3000.⁰⁰), the payment shall be applied to the starting costs of approvals, tap-ins and initial fees, and shall be credited to the purchase price at closing. The above price is for cost of improvements to the Purchasers Real Estate.

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PAYMENT, CLOSING AND PAYMENT DOCUMENTATION

A. Construction Loan: It is anticipated that Homes of the 20th Century, Inc., will obtain a Construction Loan providing draws at the discretion of the Contractor improving the property herein identified, through proper use of a quick-claim deed. It is further anticipated that there will be four (4) draws. Each draw shall be submitted to the Lender for approval and payment. The three (3) initial draws shall cover hard costs of the Contractor e.g. materials, subcontractors, permits and other customary hard cost items within the construction industry.

B. Taxes, Assessments, and Charges: All real estate taxes arising after execution hereof and prior to the final closing shall be paid by Purchaser. If such taxes are not fully paid at time of closing, Purchaser will be obligated therefor, and Contractor shall not be further liable for such taxes.

C. Survey: Contractor will obtain and deliver to Purchaser a staked survey of the real estate prepared by an Indiana registered land surveyor at the Contractor's cost (hereinafter referred to as the "Survey"). An "as built" survey will be delivered to Purchaser at Contractor's expense, after completion of the work and prior to closing.

D. Inspection, Closing and Possession: The final draw anticipated by the contract shall be at closing when the Construction Loan is converted into an End Loan between Purchaser and its Mortgagee. Within ten (10) days after the home has been substantially completed, the Purchaser and the Contractor shall arrange for an inspection. After the inspection, if portions of the work are not completed or additional matters need to be corrected, the parties will prepare a list of matters which must be repaired, completed, or installed and a date on which such work will be completed (the Punch List) which date shall be within fifteen (15) days from the date of the inspection. Within fifteen (15) days after creation of the Punch List, the matters reflected therein will have been completed. Closing shall take place no later than fifteen (15) days after completion of the Punch List. Final payment shall not be due

until the Builder has delivered to the Owner and Owner's mortgage financial institution a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner and Owner's mortgage financial institution indemnifying them against any lien and an occupancy permit. Also, Contractor shall return back to purchaser the Deed to the real estate and assure, in writing, of no liens against it.

Possession of the property shall not occur until after final closing.

E. No Lien: Builder, for itself and all parties claiming through Builder who would be entitled to liens as provided in Ind. Code 32-8-3-1 et seq., agrees with Owner that NO LIENS shall attach to and hereby waives all rights to file mechanic's liens against the Real Estate and Home, or to any improvements now existing or to be constructed or renovated thereon, in favor of Builder, any subcontractor, mechanic, journeyman, laborer, material vendor, lessor of tools or machinery, or any other party who may furnish work, materials, services, tools, or machinery for the construction or renovation of improvements on the Real Estate and Home pursuant to this Agreement or pursuant to ANY SUBSEQUENT AGREEMENT OR CHANGE ORDER BETWEEN OWNER AND BUILDER TO FURNISH EXTRAS, ADDITIONS OR SUBSTITUTIONS TO OR FOR THE HOME. Further, Builder agrees to indemnify and hold Owner harmless from any and all costs, losses, or expenses, including reasonable attorneys' fees, incurred by Owner as a result of the filing of or execution upon any such lien by Builder or anyone claiming by, through or under Builder in violation of this no lien agreement.

Upon request from Owner, Builder hereby agrees to procure from each of its subcontractors and suppliers of materials or labor a release or waiver of any claim to a lien on the Real Estate or retainage which they or any of them may have otherwise had. In addition, Builder shall furnish Owner all documents, affidavits, or assurances that, in the opinion of Owner, are necessary or appropriate to ensure Owner immunity from liens or claims on account of anything done by Builder or its subcontractors or any of their officers, agents, servants, employees or materialmen in carrying out the terms of this Agreement. Compliance with the provisions of this provision is a condition of payment by Owner to Builder. Payments made by Owner without strict compliance with the terms of this provision shall not be construed as a waiver by Owner of the right to insist upon such compliance as a condition of later payments. If a subcontractor or any other person or entity files a Notice of Intention to Hold a Mechanic's Lien or a retainage claim (collectively, "Lien") against the Real Estate, Builder shall indemnify and hold Owner harmless from any costs based upon such Lien or its prosecution or foreclosure. In doing so, Builder shall either cause such notice of Lien to be withdrawn or released or provide a bond with surety acceptable to Owner guaranteeing payment of such Lien if the same is ultimately determined to be valid.

F. Purchaser's Right to Cancel: Purchaser shall commence a bona fide effort to sell their primary residence located at 6737 Leland, Hammond, Indiana in a prompt and diligent manner but if Purchaser is unable to sell such residence, then the "start" of work shall not commence and Purchaser may still cancel this Contract in which event Purchaser shall be entitled to the immediate return of all Purchaser's construction deposit(s) referenced above.

U.

WARRANTY

Builder warrants and represents that he is duly licensed and qualified to conduct and complete all of the work under this Contract. Builder warrants and represents that any subcontractor hired to do any work under this Contract is duly licensed and qualified to conduct and

complete all of the work contemplated by any such subcontract.

Builder warrants and represents that the plans and specifications referenced in the preamble to this Contract conform and comply with all applicable state and local laws, ordinances, regulations, codes, including any applicable restrictive covenants, and building codes and that the completed residential structure will also so comply with all such applicable state and local laws, ordinances, regulations, codes, including any applicable restrictive covenants, and building codes. Builder represents and warrants that he will comply with all applicable state and local laws, ordinances, regulations, codes and building codes in the performance of the work under this Contract

MANUFACTURERS AND SUPPLIERS WARRANTIES

Upon completion of the Home or as soon thereafter as possible, Builder shall turn over, assign to, and pass through to Owner all WRITTEN AND DATED warranties and guarantees, if any, given or made by manufacturers or suppliers of appliances and equipment installed in or as part of the Home. Builder shall have no responsibility on or with respect to any such warranties or guarantees on the appliances and equipment to which the same pertain, and Owner shall look solely to the manufacturers and suppliers giving or making the same for satisfaction thereunder, except for damages resulting from the installation of such appliances and/or equipment.

WARRANTY DURATIONS

Builder guaranties and warrants to Owner all workmanship and materials with respect to the construction of the Home, which guaranties and warranties shall commence upon occupation of the Home by Owner (the "Warranty Date"). Further, Builder shall be held liable for guaranties and warranties even if Builder ceases to exist. The guaranties and warranties of Builder are set forth below:

- i. During the two (2) year period from beginning on the Warranty Date, the Home will be free from all defects caused by faulty workmanship or defective materials;
- ii. During the two (2) year period beginning on the Warranty Date, the Home will be free from defects caused by faulty installation of plumbing, electrical, heating, cooling or ventilating systems exclusive of fixtures, appliances or items of equipment;
- iii. During the four (4) year period beginning on the Warranty Date, the Home will be free from defects caused by faulty workmanship or defective materials in the roof or roof systems of the Home; and
- iv. During the ten (10) year period beginning on the Warranty Date, the Home will be free from major structural defects.

Builder hereby agrees that the performance specifications set forth on Exhibit B attached hereto shall govern the work to be performed hereunder. Notwithstanding anything set forth herein to the contrary, Builder does not warrant the workmanship and materials of Owner supplied items, however Builder does warrant the installation thereof as set forth above.

EXCLUSIONS:

The following items are excluded from this warranty:

Defects in appliances and equipment that are covered by Manufacturers Warranty;

A. Damage due to ordinary wear and tear, abusive use, misuse, or lack of proper maintenance (by anyone other than Builder);

B. Defects in items installed by Purchaser or anyone else except Contractor and/or his Sub-Contractor;

C. Work done by Purchaser or anyone else except Contractor and/or his Sub-Contractors;

D. Loss or injury due to the elements not caused by defective work of contractor or defective materials used by Contractor.

In order to obtain the benefits of this warranty, the Purchaser must make a written request to the Contractor and either deliver it or mail it to the Contractors address listed in the contract so that the written request will be received no later than five(5) days after expiration of the two(2) year coverage period. Earlier and repeated requests may be made to the Contractor by the Purchaser. Contractor shall have fifteen(15) days from the date of mailing to address or respond to such written request.

This Contract contains the only representations, express warranties and promises of Contractor. Unless made in writing, by an Officer of the Builder, no other agent or representative of Contractor is authorized to make any representation, warranty, or promise on behalf of Contractor other than those contained in the contract and this warranty.

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VI.
CHANGES
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All changes in the work shall be approved in writing by Purchaser and shall be performed so as not to alter the structural integrity of the plans under which this contract is made. When changes ordered by the Purchaser involve additional work not included in the original contract, such changes shall be made in writing, signed by the parties and the negotiated price thereof endorsed thereon; for changes involving work to be deducted from the contract, such changes shall be in writing, and signed by the Parties. Deletions from the contract shall be at the Contractor's cost which shall include any savings in labor.

If extra excavation or rock excavation is encountered and deemed necessary, along with extra gravel or sand, the Builder shall coordinated with the Land Developer and shall bear the cost of providing normal building conditions. If any cost of such excavation is charged to, or directed to Purchaser, Purchaser shall have the right to terminate this Contract, in which case, Contractor shall return Purchaser's construction deposit referenced in Article III. All other changes or additions to the contract shall be in writing and signed by the party requesting the change.

VII.

INDEMNITY

Builder hereby agrees to indemnify, save and hold harmless and defend, at its expense, Owner and their agents, heirs, assigns, employees and anyone else acting for and on behalf of them (hereinafter collectively called, "Indemnitees"), from all claims, losses, damages, suits, costs and expenses, including attorneys' fees, or actions of any nature whatsoever which arise out of or are connected with or alleged to arise out of or be connected with the work to be performed by the Builder, including without limiting the generality of the foregoing, all liability for damages, loss, claims, demands and actions arising or alleged to arise from injury, including death, damage to property, including the loss of use thereof, or consequential or economic damages therefrom, to any person or entity including Owner, including without

limiting the generality of the foregoing, workman's compensation benefits, contractual, tort, statutory or other liability or other breach of duty by Builder, its officers, directors, shareholders, employees, agents, and anyone else acting for and on behalf of it and even though caused or alleged to be caused by the joint, several or comparative (but not sole) negligence, breach of contract or warranty, strict liability or other breach of duty by any Indemnitee.

Owner hereby agrees to indemnify, save and hold harmless and defend Builder from all claims, losses, damages, suits, costs and expenses, including reasonable attorneys' fees, and actions of any nature whatsoever, which arise out of Owner's sole negligence.

VIII.

ALTERNATIVE DISPUTE RESOLUTION

Any dispute or difference arising under this agreement shall be resolved by the Contractor and the Owner appointing a mutually agreeable mediator who shall be a duly licensed attorney admitted to practice law in the State of Indiana and who shall be a certified mediator. Unless otherwise agreed, the Contractor and the Owner shall split the mediator's fees and expenses equally. If the mediator is unable to resolve the dispute between the parties or if the parties are unable to agree upon a mediator, then the parties may proceed with formal legal action.

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In the event any party to the contract is compelled to enforce its provisions, (after the completion of mediation) in litigation commenced against the other party, then the prevailing party in such litigation shall be entitled to recover its reasonable attorney fees, court costs and other litigation expenses from the non-prevailing party in such litigation.



Neither party to this contract shall assign their contract or sub-let it in whole or in part without the written consent of the other.

The Contractor and Purchaser, for themselves, their executors, administrators, successors and assigns hereby agree to the full performance of the covenants herein contained.

XI.

MISCELLANEOUS PROVISIONS

A. Purchaser or any agent hired by Purchaser shall be permitted access to the real estate and the improvements at any reasonable time of day from time to time without notice to, permission or consent of Builder.

B. Purchaser specifically agrees not to move any household goods or materials into any of the structures until they have been completed and the total purchase price as set forth herein has been paid by the Purchaser or on behalf of the Purchaser to the Contractor, unless written permission has been obtained from any of the Contractor's officers.

C. Since Contractor has not tested the sub-soil conditions of the property, Purchaser agrees to pay in addition to the purchase price the cost of any extra concrete, excavation, hauling, filling, stone and sand caused by non-draining soil (clay) or grade conditions on the premises. Provided, however, if the cost or estimated cost of such additional work exceeds \$1,000.00, (one thousand) Purchaser shall have the right to terminate this Contract and Builder shall return to Purchaser the Construction deposit paid by Purchaser.

D. The Contractor shall keep the premises free from accumulation of waste materials and rubbish and at the completion of the work, the Contractor shall remove from the premises all rubbish, implements and surplus materials and leave the building broom clean.

This Contract shall be governed and construed in accordance with the laws of the State of Indiana.

IN WITNESS WHEREOF the parties hereto executed this instrument in duplicate on the day first above written.

T.C. Zito
PURCHASER
Remedy J. Zito
PURCHASER

HOMES OF THE 20TH CENTURY, INC.

By: Jay Zito

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Subscribed to and sworn before me, a Notary Public, in and for the said County and State, this 16 day of April, 1998.

Signature Charlotta A Day Printed Notary Public Charlotta A Day

My Commission Expires: July 24, 1998 County of Residence: Paul

This instrument was prepared by:
Robert A. Anderson
Ice Miller Donadio & Ryan
Box 82001
Indianapolis, Indiana 46282-0002



UNCONDITIONAL GUARANTY

The undersigned, being the sole shareholder of Builder, for good and valuable consideration, hereby unconditionally guaranties the full and timely performance of all of Builder's obligations under the foregoing Agreement, including but not limited to the warranty obligations thereunder.

State of the 20th County By: Jay Jones ^{Pres} Individually

STATE OF INDIANA

COUNTY OF Barth

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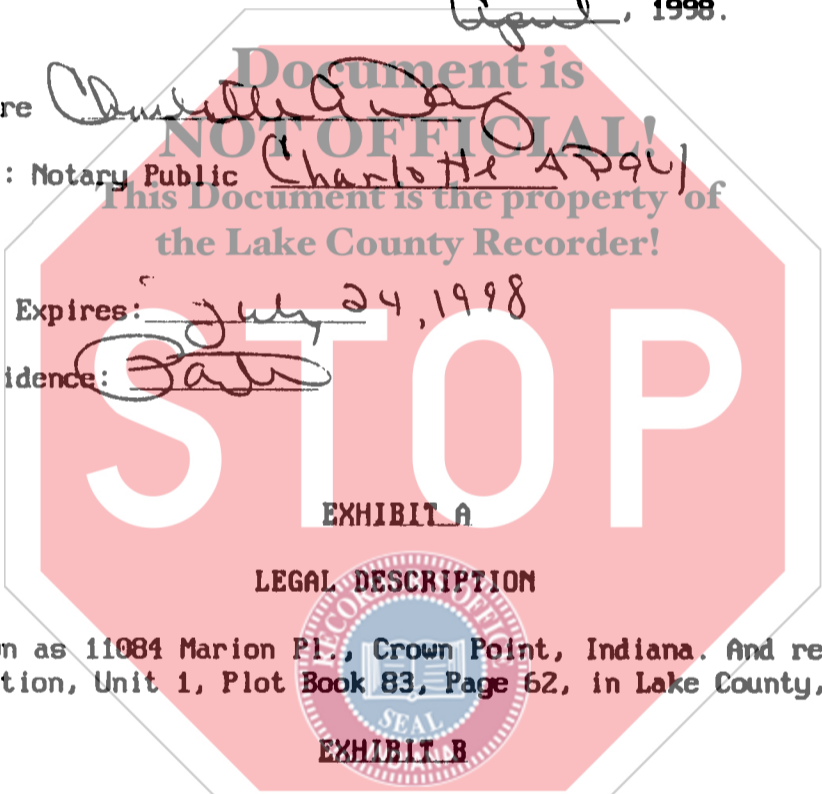
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SS:

Subscribed to and sworn before me, a Notary Public, in and for the said County and State, this 16 day of April, 1998.

Signature Charlotte A. D. D. D.

Printed: Notary Public Charlotte A. D. D. D.



My Commission Expires: July 24, 1998

County of Residence: Barth

Commonly known as 11084 Marion Pl., Crown Point, Indiana. And recorded as Lot #39, 2nd Addition, Unit 1, Plot Book 83, Page 62, in Lake County, In.

PERFORMANCE SPECIFICATIONS (together with proposal)

In connection with Construction Contract, Builder hereby agrees that the following performance specifications and warranties shall apply:

(1) GRADING

(a) Builder shall be responsible for proper drainage and settling of ground around foundation walls and utility trenches for two (2) years.

(2) CONCRETE

(a) Concrete slabs within the structure are designed to move at expansion joints.

(b) Basement or foundation crack greater than 1/8 inch will be repaired or replaced, as needed.

(c) Concrete slab cracks in excess of 1/4 inch width shall be repaired.

(d) Builder shall repair: Pitting, scaling or scalling of concrete if not caused by chemicals or mechanical implements.

(e) Builder will repair separation of stoops, steps or garage floors in excess of one-fourth (1/4) inch.

(3) MASONRY

(a) Cracks greater than 1/4 inch will be repaired.

(b) Builder shall not be responsible for color variation of Brick.

(4) WOOD

(a) Floor squeaks are often a temporary condition. Builder will remedy after break in period.

(b) Floors shall not have more than 1/4 inch ridge or depression within any 32 inch measurement.

(c) Bowed walls shall not be more than 1/4 inch out of line within any 32 inch horizontal or vertical measurement.

(d) Out-of-Plumb wall should not be more than 1/4 inch Out-of-Plumb for any 32 inch vertical measurement.

(e) Joints in molding shall not exceed 1/8 inch in width. Caulking is acceptable.

(f) Delamination of siding or joint separation shall be repaired.

(5) ROOF SYSTEM

(a) Home will be free from defects caused by faulty workmanship or defective materials in the roof or roof system for a period of 4 years from the date of Substantial Completion. All shingle manufacturer's warranties will be assigned to Owner.

(6) MOISTURE AND SHEET METAL

(a) Basement walls are warranted through Owen's Corning Water Proofing System. Builder will have their warranty on file if any problems occur.

(b) Louvers, vents and gutters may leak due to a driving rain or snow and ice accumulation. This will be a Home Owner's responsibility. However, other leaks shall be repaired by Builder.

(7) DOORS AND WINDOWS

(a) Exterior Door shall not warp in excess of 1/4 inch or to the extent door becomes inoperable.

(b) Interior Door shall not warp in excess of 1/4 inch or the extent door becomes inoperable.

(c) Raw wood edges on panels of doors may occur due

to expansion and contraction of doors. After break in period, Builder will restrain areas that show.

- (d) Windows have ten (10) year warranty supplied by manufacturer against thermal break.

(8) FINISHES

- (a) Drywall repairs will be made on a one-time basis, generally 2 to 3 months after Home Owner takes possession.
- (b) Ceramic Tile and Grout that cracks or becomes loose will be repaired.
- (c) Nail Pops through resilient floor, will be repaired. If replacement of Flooring is necessary, Builder will not be responsible for discontinued flooring. Also resilient flooring shall not lift, bubble become unglued.
- (d) If exterior or interior repair painting is required, Builder will match with same paint. Some color differences will be noticed.
- (e) Carpet shall not become loose or seams separate from its point of attachment.

(9) SPECIALTIES

- (a) A properly designed and constructed fireplace and chimney shall function properly. It is normal to expect that high wind can cause a temporary negative draft situation. Similar negative draft situations can also be caused by obstructions such as large branches of trees too close to the chimney. Some homes may need to have a window opened slightly to create an effective draft, if they have been insulated and weatherproofed to meet high energy conservation criteria.
- (b) Builder will determine the cause of malfunction and correct, if the problem is one of design or construction of the fireplace.

(10) EQUIPMENT

- (a) Surface crack or delaminations of high pressure Laminates shall be repaired.
- (b) Kitchen Cabinet Doors and Drawers shall not exceed 1/4 inch warpage when door is closed.

(11) PLUMBING

- (a) Frozen or burst pipes will be corrected with the exception of outside Sill Cocks.
- (b) There shall be no leaking faucets or valves.
- (c) If rust or noticeable discoloration or plumbing fixtures occur, Builder will replace such fixtures unless such discoloration is caused by water quality. Builder shall not be responsible for chips in fiberglass ceramics or porcelain occurring after first occupancy.

(d) No leaks of any type shall exist in any soil, waste, vent, water pipe or refrigeration lines.

(12) HEATING AND COOLING

(a) Heating system shall be capable of producing an inside temperature of 74 degrees F, as measured in the center of room at a height of 5 feet above the floor, under local outdoor winter design conditions as specified in ASHRAE handbook. In the case of outside temperatures exceeding 95 degrees F, a differential of 15 degrees F from the outside temperature will be maintained. Federal, state and local energy codes shall supersede this standard where such codes have been locally adopted.

(a) Builder will correct cooling system to meet temperature conditions, in accordance with ASHRAE specifications.

(c) Owners Manual will provide Home Owner of equipment warranty supplied by manufacturer.

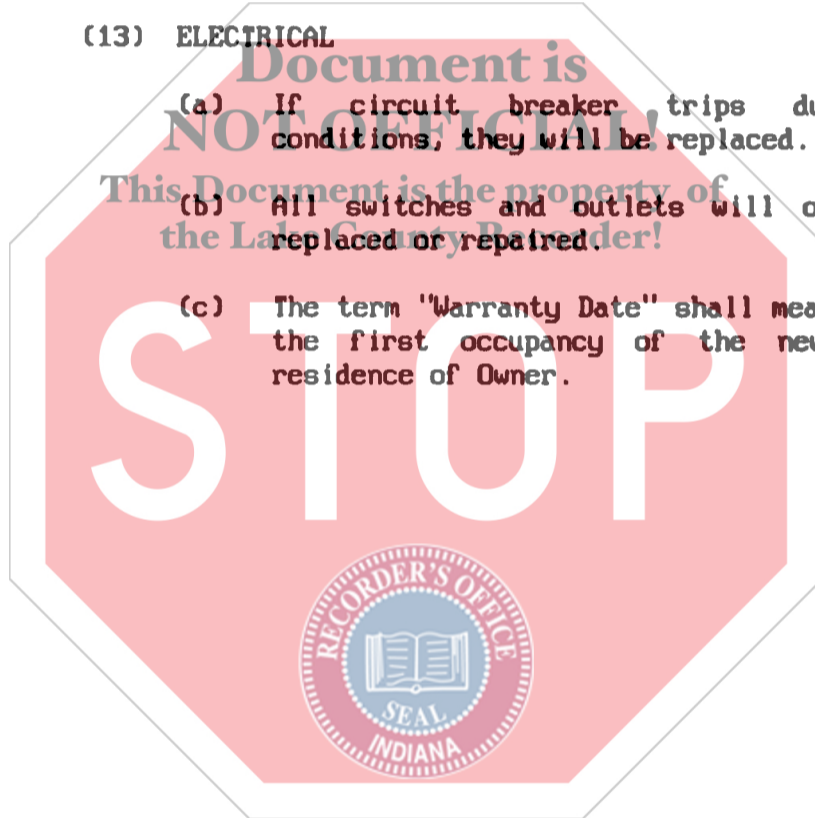
(13) ELECTRICAL

(a) If circuit breaker trips during normal conditions, they will be replaced.

(b) All switches and outlets will operate or be replaced or repaired.

(c) The term "Warranty Date" shall mean the date of the first occupancy of the new home as a residence of Owner.

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1. **GENERAL.** Many of the items below are stated in terms of allowance so that prices can be quoted at the lowest possible levels. They are based on normal lot and building conditions *clear, level, etc. Any overages caused by the condition of the property or buyer's special desires will be charged to buyer upon proof of cost to builder.

2. **EXCAVATION & BACKFILLING.** \$600.00 allowance, machine time to excavate, backfill and grade. This is adequate to cover the normal lot. Backfilling is done with the dirt from the excavation. We excavate and place the house as to make optimum use of the available dirt. If fill is needed or dirt removed, it is done at the buyer's expense.

3. **FOOTING AND PIER PADS.** 5 bag concrete mix cross section sizes 8x16 under 8" wall, 10x20 under 10" wall. Pier pads 5 bag mix 24x24x12. **FOOTING DRAINS:** 4" slotted PVC tubing buried in gravel and drained to sump. Sump discharges to surface or to storm sewer as per local conditions.

4. **FOUNDATION AND PIERS.** 8" poured concrete walls asphalt coating for dampproofing. **VAPOR BARRIER SHALL BE APPLIED TO FOUNDATION WALLS IMMEDIATELY AFTER TAR COATING. MINIMUM THICKNESS PLASTIC VAPOR BARRIER IS 6 MIL. & IS THE FULL HEIGHT OF OUTSIDE PERIMETER FOUNDATION WALLS.**

5. **CONCRETE FLOORS.** (if applicable) 5 bag concrete mix poured 4" thick over compacted sand fill. **WITH MIN. THICKNESS 6 MIL PLASTIC VAPOR BARRIER UNDERNEATH, EXTENDING 2 FEET OUT ON ALL SIDES & SECURED WITH TAR COATING UP THE SIDES OF THE FOUNDATION WALLS**

6. **BEAM.** Bearing walls per plan. Crawl space - 3 laminated 2x8's or 2x10's as per plan. Steel beams where indicated by plan

7. **FLOORS**

- A. PLATE 206SPF with 6" fiberglass sill sealer.
- B. JOISTS 1 Joist
- C. SUBFLOOR 1/2" oxboard T & G plus glued.

8. **WALLS.** All exterior walls of heated areas to be 2x4^{2x6"} 16" O.C. Interior walls and unheated area exterior walls are to be 2x4^{16"} O.C.

9. **SHEATING** 1/2" Study board.

10. **ROOF SYSTEM**

- A. Framing "W" Trusses 24" O.C. or 2x6 SPF rafters 16" O.C.
- B. Sheating: 7/16" waferboard oriented strand board.
- C. Shingles seal tab with 15# felt underlayment. 25yr.
- D. Soffit: Aluminium interlocking system with baked enamel finish. white or brown.
- E. Fascia 1x8 aluminum covering with baked enamel finish. white or brown
- F. Gutters and downspouts: Aluminum seamless system with enamel finish. white or brown

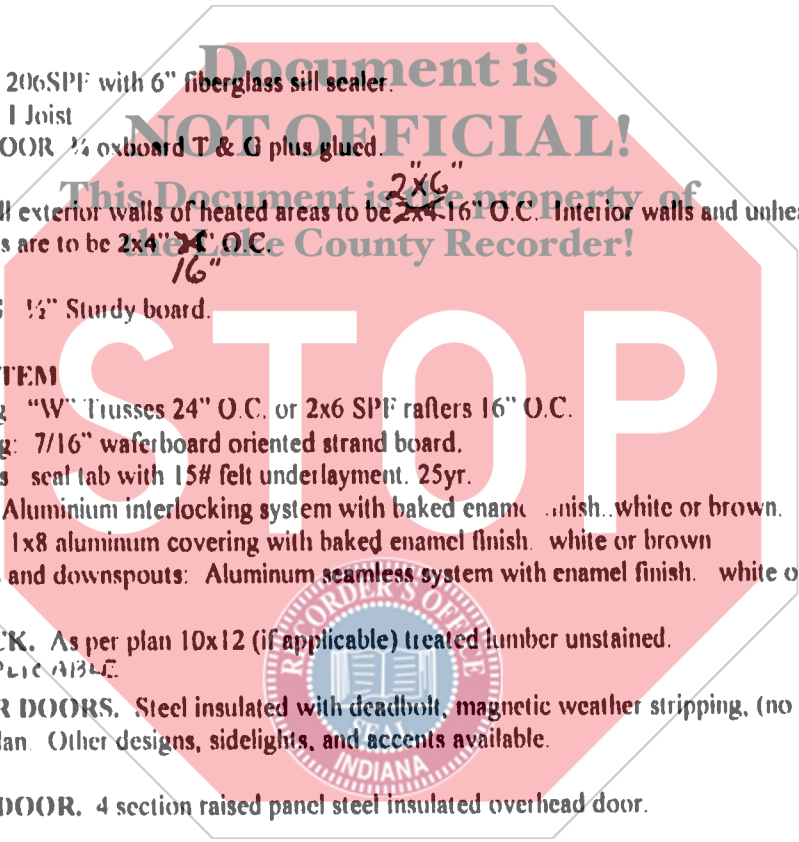
11. **REAR DECK.** As per plan 10x12 (if applicable) treated lumber unstained. **NOT APPLICABLE.**

12. **EXTERIOR DOORS.** Steel insulated with deadbolt, magnetic weather stripping, (no storms) Designs as per plan. Other designs, sidelights, and accents available.

13. **GARAGE DOOR.** 4 section raised panel steel insulated overhead door.

14. **PATIO DOOR.** White vinyl clad wood, insulation glass with screen.

15. **WINDOWS.** Anderson Hurd white vinyl clad wood insulating with screens, double hung OR SIMILAR QUALITY HAVING INTERIOR WOOD LEDGES MADE OF PINE AND READY FOR STAINING



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16. **ELECTRIC.**

A. **SERVICE:** 200 Amp with circuit breakers, installation and hookup for normal installations are not charged for by NIPSCO. They are charged to the buyer. If a remote disconnected (to relocate service panel is needed or desired for aesthetic reasons because location where electric utility places service, it is at extra cost to the buyer).

B. **Circuitry:** As needed- minimum of 12. GFI circuit to bath area and exterior.

C. **Wiring:** Romax or equal.

D. **Lighting and electrical fixtures:** \$600.00 allowance is given for purchase power.

E. **T.V. and phone jacks:** 2 cable quality coax T.V. jacks and 1 wire to attic for antenna, 3 phone jacks and with wire only to outside. Purchases has to option of substituting for the difference in cost (all wiring to National Electric Code Standards)

17. **SIDING.** "Virgin" vinyl siding. Brick as per plan, \$260 00 per allowance. Brick laid with struck joints

18. **HEATING:** Armstrong "Ultra 80" (A.F.U.F., rating 80% or equal gas forced air system adequate to produce 73 temperature to an outside temperature of -10 degrees Fahrenheit. Air conditioning optional

19. **PLUMBING.**

A. **BASIC:** All supply piping shall be copper tubing-drained to be Schedule 40 PVC.

B. **SANITATION:** Builder provides connection to Utility sewer up to 40 feet.

C. **WATER:** Builder provides connection to Utility main up to 60 feet..

D. **SILL COCKS:** Frost proof, one front and one rear.

E. **HOT WATER HEATER:** 40 gallon gas.

F. **LAUNDRY:** per plan, equipped with single bowl laundry tub.

G. **BATH**

1. **TUB:** molded fiberglass tub/shower unit with "MOEN" #2719A diverter.

2. **SHOWER:** 36 or 48" molded fiberglass with "MOEN" #2719A mixer. AS PER PLAN

3. **VANITY:** See cabinet and vanity section.

4. **VANITY FAUCET:** "MOEN" #4625A or equal, single handle.

5. **WATER CLOSET:** "ELGER" or equal, single handle, or equal standard colors.

6. **ACCESSORIES:** Towel bar, toilet, paper holder.

7. **GARDEN TUB:** AS PER PLAN

KITCHEN:

1. **SINK:** Double tub stainless steel.

2. **FAUCET:** "MOEN" #7841B or equal single handle with spray. All plumbing to National Plumbing Code Standards.

20. **INSULATION "OWENS CORNING"**

A. **WALLS:** 3 5/8 Fiberglass batts (r-13) Full wall R-19. 5 1/2" FIBERGLASS (R-19) FULL WALL (R-25)

B. **CEILING:** 17" blown in fiberglass (R-30).

C. **BASEMENT CRAWL SPACES:** 2" fiberglass batts (FW-R-10).

21. **INTERIOR WALL FINISHES:** 1/2" drywall taped and finished. SANDED SMOOTH Painted two coats (one color).

5/8" drywall (tape only) on garage. ALL DRY WALL HUNG WITH SCREWS & GLUE & SOUND INSULATED AS PER PLAN.

22. **INTERIOR DOORS:** Hollow core ~~prefinished hardboard~~ BIRCH UNFINISHED hollow core ~~prefinished hardboard~~ BIRCH UNFINISHED, bi-fold closet doors-drywall jambs.

23. **TRIM:** 3 1/4 Colonial ~~prefinished laun mahogany base~~ PINE UNFINISHED BASE, 2 1/4 Colonial ~~prefinished laun mahogany~~ PINE UNFINISHED CASING.

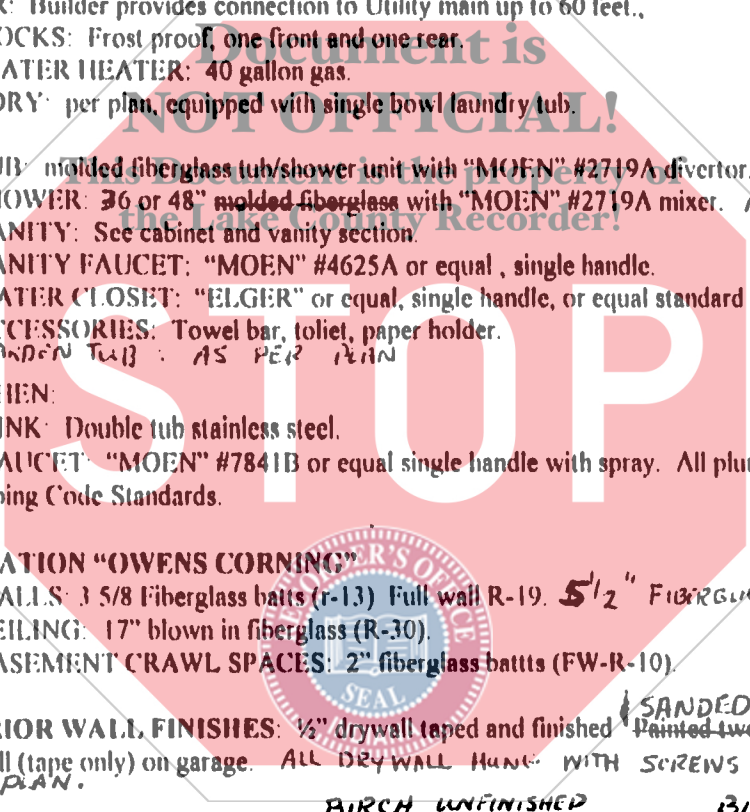
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24. **HANDRAILS:** Wrought iron or hemlock.

25. **HARDWARE:** "Kwickset" 400 Series.

26. **CABINETS, VANITIES AND ACCESSORIES:**

A. **CABINETS:** Kraftmaid, Kraftline series, as per plan in buyers choice of color from stock patterns. SERIES & SUPPLIER MAY VARY

B. **VANITIES:** As stated in #1.

C. **VANITY TOPS:** 24", 30" or 36" cultured marble, buyers choice of color.

D. **MEDICINE CABINET:** Monarch #2871 Oak Hollywood in main bath Monarch #124-L.P in secondary baths

27. **FLOOR COVERING:** \$15.00 per square yard flooring allowance. 1/4 Structurewood underlayment where needed.

28. **EXTERIOR CONCRETE:** 4x4 stoop at each door. Porches per plan. Sidewalks 30x4" from stoop to drive. Public walks as required 8x12 patio if applicable. All concrete is 5 1/2 bag mix 4" thick EXTERIOR CONCRETE IS NOT WARRANTED AGAINST CRACKING, CHIPPING AND FLAKING. THESE THINGS ARE CONSIDERED NORMAL IN THIS CLIMATE.

29. **DRIVEWAY:** 16 foot wide concrete from garage door to street, up to 40 foot setback allowance.

30. **LANDSCAPING:** Builders rough grade only, disturbed areas only to be graded. Excavation and grading are done so as to preserve and make best use of available black dirt, however, if additional black dirt is needed, it must be brought to the owners attention and be brought in at owners or buyer's expense.

31. **ADDITIONS AND CHANGES:**

Document is
NOT OFFICIAL!

This Document is the property of
the Lake County Recorder!

STOP

ALL FURTHER CHANGES FROM THIS POINT MUST BE REQUESTED AND SIGNED ON A FORMAL CHANGE ORDER FORM.

HOMES OF THE 20TH CENTURY INC.

PURCHASERS

By: *Jay [Signature]*



[Signature]

DATE _____

CC: FILE _____

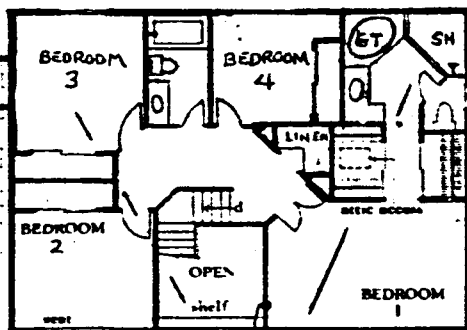
PURCHASERS (int) _____

convert to a guest or recreation room.

HOUSE PLAN
RESIDENTIAL DESIGNER

FIRST FLOOR

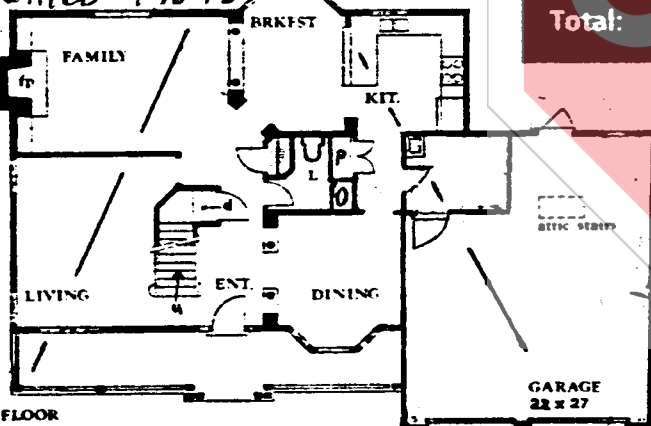
EXHIBIT D ^{TE}
4-16-98
FRONT ELEVATION



SECOND FLOOR

SOUND
INSULATED
WALL

THIS FLOOR PLAN IS NOT
APPLICABLE, SEE "GIANTS"
FLOOR PLAN
DATED 4-16-98



FIRST FLOOR

First floor: [red box] sq. ft.
Second floor: [red box] sq. ft.
Total: [red box] sq. ft.



WITH ALL BRICK FRONT

DUNEDIN

High dormers, rounded windows, and a long porch define Roger Gritton's updated farmhouse. Beneath a gabled portico, the front door opens to a two-story foyer brightened by a high window. Columns flank the dining-room entry and rise to the nine-foot ceiling, which is consistent throughout the first floor. The open kitchen features room for a breakfast nook. The family room has vaulted ceilings, a large fireplace, and French doors leading to a screened-in porch. A prominent stairway winds to the second story, where a balcony overlooks the family room and links the bedrooms. The amenities of the master bedroom include a vaulted ceiling, dual walk-in closets, and a bathroom with separate tub and shower.

(FRAME UP AND FLUE ONLY)

HOUSE PLAN COPYRIGHTED BY ROGER GRITTON, ARCHITECT

THE EDITORS OF COUNTRY LIVING INVITE ARCHITECTS AND DESIGNERS TO SUBMIT THEIR FAVORITE COUNTRY HOUSE FOR POSSIBLE INCLUSION ON THESE PAGES. IF YOU HAVE ONE OR MORE PLANS THAT YOU FEEL MIGHT BE SUITABLE, SEND A SET OF WORKING DRAWINGS TO COUNTRY LIVING HOUSES, P.O. BOX 622, PRINCETON, NJ 08540. FLOOR PLANS ILLUSTRATED BY MURIEL CUTTRELL.

TO ORDER PLANS, CALL (800) 839-0084.

17

7Z LL
1/2 Basement

HOMES OF THE 20TH CENTURY INC. PROPOSAL FOR KIM&TIM ZIANTS 4-16-98
2 STORY 26'x44' WIDE AS PER ZIANTS FLOORPLAN DATED 4-16-98

GARAGE DRYWALLED FIREWALL ONLY 16" O.C. 24' W x 28' D. 3 STEEL INS. DOORS
POURED CONCRETE ~~FULL~~ BASEMENT UNFINISHED
- BUILDER TO PROVIDE 6-MIL. PLASTIC VAPOR BARRIER OVER SAND, UNDER COMPLETE
BASEMENT AND GARAGE CONCRETE FLOORS

TY-VEK PAPER
R-10 BASEMENT WALLS
- INTERIOR MEASURING 8' 1-1/2" FROM BASEMENT FLOOR TO BOTTOM OF I-JOIST, TO
PROVIDE FOR FUTURE 8' FINISHED FLOOR TO CEILING HEIGHT
- OWNER TO ONLY PROVIDE AND INSTALL PERIMETER WALL VAPOR BARRIER PLASTIC
- APPLY TAR, THEN 6-MIL. PLASTIC, THEN 2" FOAM, THEN SAND/GRAVEL BACKFILL

STEEL I BEAM BASEMENT AND CONCRETE LOLLY COLUMNS
1 ADDITIONAL SUMP PUMP AND EDJECTOR PIT ROUGH-IN, DEDICATED ONLY TO FUTURE
BASEMENT TOILET

90+% HIGH EFF. GAS FURNACE AND AIR COND. UNIT
40 GAL GAS WATER HEATER

ROMEX WIRING @ 200 AMP SERVICE
CRESTLINE WINDOWS CASEMENT FRONT W/ FULL SCREEN AND GRILLES. DOUBLE HUNG
REST W/FULL SCREEN. ALL THERMOPANE WITH UNFINISHED STAINABLE PINE WOOD

FRAMES INSIDE, CLAD/ALUMINUM ON OUTSIDE
REVERSE STEP-UP BRICK MASONRY LEDGE UNDER 1ST FL BUILT-OUT WINDOWS
PINE TRIM AND BIRCH OR LUAN INTERIOR DOORS

KRAFTLINE OR SIMILAR CABINETS 3 VANITIES WITH TOPS 3000.00 ALLOWANCE
LIGHTING 600.00 ALLOWANCE
FLOORING 3500.00 ALLOWANCE

VINYL SIDING ALUMINUM GUTTER, SOFFIT AND FACIA
25 YEAR SHINGLE

BRICK MASONRY ON FRONT CONCRETE PORCH AND FULL FRONT OF GARAGE EXTERIORS
I-JOIST FOR FLOORING 16" O.C. 3/4" T&G OSB PLYWOOD
2x6 EXTERIOR WALLS 16" O.C. 7/16" OSB SHEETING

2x10 ROOF 24" O.C. 7/16" OSB WITH CLIPS
9' HIGH ALL 1ST FLOOR CEILINGS, CATHDRAL CEILINGS ALL 2ND FLOOR
R-19 INSULATION WALLS, R-30 BLOWN-IN CEILING AND INTERIOR AS PER PLAN

6/12 PITCH ROOF HOUSE AND GARAGE
STUB GAS LINE OUT KITCHEN WALL AND TO FIREPLACE
2-1/2 BATHROOMS

FRONT DOOR STEEL INSULATED W/ DEADBOLT 400.00 ALLOWANCE
SLIDING VINYL BACK DOOR 450.00 ALLOWANCE

COMPLETE WELL SYSTEM WITH ALL PERMITS, TESTING AND TAP-INS
CREDIT 435.00 NO SIDEWALKS
CREDIT 3100.00 STAIN AND PAINT

CREDIT 200.00 DRYWALL GARAGE
CREDIT 200.00 2ND FL EXT. 1/2 ROUND PLASTIC APPL
1/2 ROUND WINDOW ABOVE FOYER WINDOW AS PER PLAN

#39 LOT THE MEADOWS IN WINFIELD TWP./CROWN POINT *not included*

136,600.00
- 3,935.00 CREDIT
132,665.00
+ 800.00 ADD OPTION FURNACE
133,465.00
~~6,240.00~~ CREDIT 104 SQ.FT. FROM 26 X 46 to 26 X 44
~~137,205.00~~ DELIVERED
130,465.00

7Z LL
1/2 Basement
1/2 crawl 2" concrete
\$3000 - 2500

OPTIONS:

- _____ COST FOR OAK STAIRCASE INSTEAD OF HEMLOCK
- _____ COST FOR TURNED SPINDLES FOR FRONT PORCH INTEAD OF 2"X2"
- _____ HUMIDIFIER
- _____ FRONT PORCH WRAP-A-ROUND
- _____ A 1/2 ROUND WINDOW ABOVE EACH 2ND FLOOR BEDROOM WINDOW

State of: Indiana
County of: Porter
Subscribed to and sworn before me, a Notary Public, in and for the said County and State, this 16
day of April, 1998.
My commission Expires: July 24, 1998 Signature: Charlotte A Day
County of Residence: Porter Printed Notary Public: Charlotte A Day

Mail TO:
Tim Ziants
6437 Leland Ave
Hammond, IN 46323

98027484

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
98 APR 20 PM 12:00

7Z LL

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