

CAVALERO RIDGE LLC

ADDENDUM 2

MOLD NOTICE, DISCLOSURE and DISCLAIMER

Buyer acknowledges and agrees that Seller will not be liable for any damages based on any legal theory whatsoever with respect to the presence and/or existence of molds, mildew and/or microscopic spores.

As explained in Seller's written warranty and the Buyer's homeowner's manual, whether or not Buyer as a homeowner experiences mold growth depends largely on how Buyer manages and maintains Buyer's home. Seller's responsibility as a homebuilder must be limited to things that Seller can control. As explained in the written warranty, Seller will repair or replace defects in the construction (defects are defined within the warranty) during the warranty period. **SELLER WILL NOT BE RESPONSIBLE FOR, AND BUYER ON BEHALF OF BUYER'S FAMILY MEMBERS, TENANTS, INVITEES AND LICENSEES, HEREBY RELEASE SELLER FROM ANY DAMAGES CAUSED BY MOLD, OR BY SOME OTHER AGENT, THAT MAY BE ASSOCIATED WITH DEFECTS IN OUR CONSTRUCTION, TO INCLUDE BUT NOT BE LIMITED TO PROPERTY DAMAGE, PERSONAL INJURY, LOSS OF INCOME, EMOTIONAL DISTRESS, DEATH, LOSS OF USE, LOSS OF VALUE, AND ADVERSE HEALTH EFFECTS, OR ANY OTHER EFFECTS. ANY IMPLIED WARRANTIES, INCLUDING AN IMPLIED WARRANTY OF WORKMANLIKE CONSTRUCTION, AN IMPLIED WARRANTY OF HABITABILITY, OR AN IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR USE, ARE HEREBY WAIVED AND DISCLAIMED. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.**

This Notice, Disclosure, Disclaimer and Waiver agreement is hereby appended to and made a part of the purchase and sale agreement. The consideration for this agreement shall be the same consideration as stated in the contract of sale. Should any term or provision of this agreement be ruled invalid or unenforceable by a court of competent jurisdiction, the remainder of this agreement shall nonetheless stand in full force and effect.

I acknowledge receipt of this Notice, Disclosure, Disclaimer and Waiver agreement. I have carefully read and reviewed its terms, and I agree to its provisions.

Buyer

Date

Buyer

Date

Seller

Date