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**FINAL WALK THROUGH**  
**BUYERS ACCEPTANCE AFFIDAVIT**

Lot # \_\_\_\_\_ Subdivision \_\_\_\_\_

Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

1. I have examined the outside paint and caulking and find it acceptable. I understand the builder will do no further painting outside.  
\_\_\_\_\_ (Buyer's initials)                      \_\_\_\_\_ (Buyer's initials)
2. The driveway sidewalks and/or patio is concrete, and I have found it to be acceptable as of the time of walk through.  
\_\_\_\_\_ (Buyer's initials)                      \_\_\_\_\_ (Buyer's initials)
3. I understand that the concrete walk, garage, or driveway will presently have, or in the future acquire, line cracks. This it to be expected and is not a warranty item. (Builder will abide by the warranty or the standard as established in the contract.)  
\_\_\_\_\_ (Buyer's initials)                      \_\_\_\_\_ (Buyer's initials)
4. I understand that the yard has been seeded, any shrubs are healthy and alive, and that additional seeding landscaping, or shrub replacement is not the responsibility of the builder, but is solely my responsibility. I understand that my responsibility as homeowner includes washed out areas and re-seeding, and in general maintaining of my yard: this specifically includes the maintaining of any draining ditch, which may cross my property.  
\_\_\_\_\_ (Buyer's initials)                      \_\_\_\_\_ (Buyer's initials)
5. I understand that it is normal for any house to settle. Slight brick or block settlement cracks are to be expected.  
\_\_\_\_\_ (Buyer's initials)                      \_\_\_\_\_ (Buyer's initials)
6. I understand that the sewer and lines, have been installed to local government specifications and have been inspected by the local Building Department and are warranted for a period of one year from the date of initial occupancy or closing, whichever is first. Builder is responsible for lines from the street clean out, to the clean out at the house.  
\_\_\_\_\_ (Buyer's initials)                      \_\_\_\_\_ (Buyer's initials)
7. I understand that the builder is not responsible for sewers, fixtures, and drains, which are clogged through the owner's negligence. Where defective construction is the cause, the builder shall assume the cost of the repair: where owner negligence is shown to be the cause, the owner shall assume all repair costs. I understand that any stoppage caused by an existing condition will show up immediately. Stoppage occurring after 45 days from date of occupancy will not be a warranty item.  
\_\_\_\_\_ (Buyer's initials)                      \_\_\_\_\_ (Buyer's initials)
8. It has been demonstrated to me that all commodes, sinks and other plumbing fixtures are now operational. Any stoppage occurring because of foreign articles in the traps will not be a warranty item.  
\_\_\_\_\_ (Buyer's initials)                      \_\_\_\_\_ (Buyer's initials)

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9. The water pipes have been insulated or perimeter insulation has been installed. Frozen pipes and sill cocks are not the responsibility of the builder. It has been explained to me that the outside foundation vents, if applicable, should be closed during the winter months and all hosepipes should be removed from outside hose connections.

\_\_\_\_\_ (Buyer's initials)                      \_\_\_\_\_ (Buyer's initials)

10. I have examined the brick, siding, and all exterior finish materials of the house and find them acceptable.

\_\_\_\_\_ (Buyer's initials)                      \_\_\_\_\_ (Buyer's initials)

11. I have examined the caulking, inside paint, stain and drywall and find it all acceptable. I understand that the builder will do no further painting or caulking inside.

\_\_\_\_\_ (Buyer's initials)                      \_\_\_\_\_ (Buyer's initials)

12. I understand that some nails will back out of the drywall. This is to be expected and the builder will not touch up or repaint nail pops or repaint scattered nail pops. If whole board seams split, the builder will return, repair and paint. Some deflections in ceiling are to be expected.

\_\_\_\_\_ (Buyer's initials)                      \_\_\_\_\_ (Buyer's initials)

13. I have examined the light fixtures and found no broken glass or damaged fixtures. The use of no-fault grounded outlets in certain areas has been explained to me as well as spark, fault outlets.

\_\_\_\_\_ (Buyer's initials)                      \_\_\_\_\_ (Buyer's initials)

14. I have inspected all interior and exterior doors, paneling, kitchen cabinets, and screens for punctures and damages, as well as all windows for broken glass and certify that these items were acceptable prior to our taking possession of the premises.

\_\_\_\_\_ (Buyer's initials)                      \_\_\_\_\_ (Buyer's initials)

15. I have examined the bathtubs, commodes, lavatories and kitchen sinks and found them to be acceptable.

\_\_\_\_\_ (Buyer's initials)                      \_\_\_\_\_ (Buyer's initials)

16. I understand that all wood products will expand and contract due to moisture and temperature. Doors will normally show some warping.

\_\_\_\_\_ (Buyer's initials)                      \_\_\_\_\_ (Buyer's initials)

17. I understand that all wood products will expand and contract due to moisture and temperature. I have examined the deck, if applicable, and find it acceptable. I further realize that no other items will be fixed, repaired or replaced.

\_\_\_\_\_ (Buyer's initials)                      \_\_\_\_\_ (Buyer's initials)

18. I understand that it is not unusual to see joint seams in sub-floor vinyl. This is to be expected and it is not a warranty item.

\_\_\_\_\_ (Buyer's initials)                      \_\_\_\_\_ (Buyer's initials)

19. I have inspected my carpets, vinyl flooring and entry foyer for stains, color variations, and other defects and find them within tolerance. It has been explained to me that girders are installed with the crown of the lumber up and this will cause a slight rise in some cases, where the girder crosses an open floor area.

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20. I understand that the builder provides a letter for termite protection only – this does not include spiders, ants and any other pest.

\_\_\_\_\_ (Buyer's initials)                      \_\_\_\_\_ (Buyer's initials)

21. I understand that the builder has used all diligence, all standard accepted building practices, all standard materials and has followed the existing city or county code as close as is humanly possible. I realize as the homeowner that the builder is unable to protect or treat for unforeseen items such as attacks by mold, spores, mildew, vermin, fungi or the like. This does not mean that at some point in the future, these conditions may not exist or make themselves known or even now be in a dormant state. I also am aware that some items placed in this house by the very nature of being organic, natural, man-made or porous may contain mold, spores, mildew, vermin, fungi or the like that do not at present appear or show any signs of being present. I further state that I will hold the builder harmless and release him from any and all liability that such items or attacks may present and I will seek no further remedies. I further understand that many different conditions and possibilities may cause any or none of the items to form, grow or exist. These conditions do not exist as can be determined at the present time, nor are they known by the builder or myself as the buyer at this time. I further realize as the buyer, that these conditions may or may not ever exist. The builder has used all diligence to use quality-accepted materials, standards, practices and techniques. I do not expect any warranty, nor will I expect this condition to be warranted. Builder herein specifically states that this condition will not be warranted nor covered in the builder one year warranty or the additional 2-10 warranty that I may be receiving at closing, nor will I have any future remedies. I have been made aware that at some point in the future a condition may exist where molds, spores, mildews, fungi, vermin, or the like may surface and make their presence known.

\_\_\_\_\_ (Buyer's initials)                      \_\_\_\_\_ (Buyer's initials)

22. While the house has generally been constructed according to basic plans and specifications contained in the contract documents, the buyer understands that the house may not correspond in many respects with those plans and specifications because changes may have been made before or during construction. These changes may be attributed to a variety of events, including changes in topography, construction techniques, building codes, the availability of material, or other events. The buyer understands that the builder is not obligated to furnish any "as built" plans, specifications, or drawings of the house, and the buyer has not relied on any plans or specifications that are on file with any governmental or regulatory authority. The buyer also understands that the house may differ in many respects from the models, drawings, maps, pictures, or other depictions of the house the buyer was shown. The buyer acknowledges that variations may exist in the outside and inside dimensions, configurations, colors, location, general appearance, type or brand of equipment, and other characteristics. The buyer has had ample opportunity to measure the square footage and has done so or elected not to do so.

\_\_\_\_\_ (Buyer's initials)                      \_\_\_\_\_ (Buyer's initials)

23. The buyer has inspected the house and the property on which it is located. The buyer has also delivered to the builder a written list of all of the items that the buyer believes (a) have not been properly constructed or (b) are not in proper condition and has described the specific problems. Except as noted on the list, the claim against the builder for any item that was not listed that could have been ascertained or observed during the buyer's inspection. The buyer has no objections relating to color, appearance, type or brand of equipment, dimension or size, location, breakage or cracks, or any other conditions that could have been discovered by the buyer during the inspection.

\_\_\_\_\_ (Buyer's initials)                      \_\_\_\_\_ (Buyer's initials)

24. The buyer understands that no warranties is being made by the builder except those appearing in the written limited warranty provided by the builder as part of the contract documents. All statements representations, promises, or warranties made by the builder of any agent of the builder are superseded by the written limited warranty and the buyer is not relying on any representations, promises or warranties except for the written limited warranty that is included by reference in the acceptance document. The buyer understands that the duration of all implied warranties from the builder, including (but not limited to) the implied warranties of fitness, habitability, and workmanlike construction, have been limited by the builder to one year from the date of sale or the date of occupancy, whichever comes first.

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25. The buyer understands that in exchange for the limited warranty and the other provisions of the contract with the builder the buyer will have no right to recover or receive compensation for any incidental, consequential, secondary, punitive or special damages, nor any damages for aggravation, pain and suffering, mental anguish, or emotional distress, nor any cost or attorneys' fees. This provision shall be enforceable to the extent allowed by law.

\_\_\_\_\_ (Buyer's initials)                      \_\_\_\_\_ (Buyer's initials)

26. The buyer and the builder agree that the claim procedures described in the limited warranty and the arbitration procedures described in the contract shall apply to any claims made by the buyer or the builder and the binding arbitration provisions of the contract shall be the sole available remedy for any unresolved dispute relating to the construction of the house. This provision shall be enforced and followed to the extent allowed by law and if the applicable law prohibits binding arbitration from being the sole available remedy, the buyer and the builder nevertheless agree to submit all claims to arbitration before filing any lawsuit on any claim, and agree that the results of the arbitration proceeding shall be admissible as evidence in a subsequent lawsuit on the same claim.

\_\_\_\_\_ (Buyer's initials)                      \_\_\_\_\_ (Buyer's initials)

27. Each provision of this certificate is separate and severable from every other provision, and if any single provision is declared invalid or unenforceable, the buyer and the builder understand that all the other provisions will still be considered valid and enforceable. The buyer and the builder agree that every provision of this certificate will survive the closing of the sales transaction and will not be merged with the deed.

\_\_\_\_\_ (Buyer's initials)                      \_\_\_\_\_ (Buyer's initials)

28. NO EXCEPTIONS OR MODIFICATIONS TO THE ABOVE SHALL BE BINDING OR HAVE ANY FORCE OR EFFECT UNLESS REDUCED TO WRITING AND SIGNED BY A DULY AUTHORIZED OFFICER OF MASTERSON HOMES, INC.

\_\_\_\_\_ (Buyer's initials)                      \_\_\_\_\_ (Buyer's initials)

29. I understand that it is my responsibility to sign up for gas, water and electricity prior to closing to avoid DISRUPTION OF SERVICE. Cards are automatically mailed to utilities to have service removed from builder's name.

\_\_\_\_\_ (Buyer's initials)                      \_\_\_\_\_ (Buyer's initials)

30. Preliminary walk through list completed.

\_\_\_\_\_ (Buyer's initials)                      \_\_\_\_\_ (Buyer's initials)

MY SIGNATURE BELOW CERTIFIES THAT I HAVE THOROUGHLY EXAMINED THE HOME I AM PURCHASING FROM MASTERSON HOMES, INC, OR FROM ITS REPRESENTATIVE. I HAVE FOUND IT COMPLETELY ACCEPTABLE AND READY FOR OCCUPANCY.

**ACCEPTED:**

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Buyer Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Masterson Homes, Inc.

\_\_\_\_\_  
Date