

LIMITED WARRANTY

This Limited Warranty is made to the Buyer by the Seller, for the dwelling constructed on the Premises. This Limited Warranty is not transferable. Unless a shorter time period is indicated herein, this Limited Warranty is for a period of one year from the closing date of Buyer's purchase and expires at the end of that period. Personal injuries and damage to personal property are expressly excluded from coverage under this Warranty, regardless of the cause. All other warranties of the Seller express and implied, other than those set forth herein, are hereby disclaimed and made void.

1. We warrant that the concrete foundation and floor will be free from seepage and leakage and surface water for a period of one year from the closing date. However, it is impossible to assure you that condensation will not occur as this is the nature of new concrete, and therefore, we expressly do not guarantee against dampness by reason of condensation. Moreover, it is the homeowner's responsibility to correct any minor settlement near the foundation, which may cause water pockets. Not covered by this warranty is seepage due to unusual flooding or rain greater than two inches in twenty-four hours. Seller installs perimeter drain on all homes. It is not possible to prevent concrete from minor cracking because of the nature of the material. All major cracks that emit water are covered for one year from the date of the closing. **Excluded from this warranty is any damage or loss caused by extreme weather or floods.** Any flood insurance that may be required is the responsibility of the buyer.
2. We warrant against leaking roofs or around house by reason of defects in material of workmanship for a period of one year from the closing date, but we expressly do not guarantee against leaks caused by ice backup. It is the responsibility of the homeowner to insure free passage in gutters, valleys and downspouts at all times. Damage, if any, caused by windblown rain or snow, through roof, gable or soffit, vents and louvers into attic space is accepted from the provisions of this warranty. Damage or loss of shingles due to winds over 60 MPH is expressly excluded from the coverage under this warranty.
3. We have properly prepared the landscaping and lawns and **we expressly do not warrant against problems caused by the owner's failure to care for the same. We expressly do not warrant against problems caused by washouts due to heavy rains** or overwatering by Buyer. All warranties regarding the lawns and any landscaping expire thirty days from the closing.
4. **The driveway is expressly excluded from coverage under this warranty.**
5. All appliances are warranted by the manufacturer and no guarantee or warranty is made or intended by the builder.
6. We warrant that the doors and windows installed in your home are of excellent quality; however, it must be understood that **wood swells and shrinks** in accordance with moisture in a new home, and because of the nature of the wood, drywall and plaster, you

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may experience some sticking and binding. To make every door and window in your new home completely free from any sticking and binding at the outset would only result in their being loose and ill-fitting in the future. Similarly, and for the same reasons, hairline cracks may develop at corners and around doors, walls ceilings and windows in all surfaces. **Unfortunately, it is impossible to ensure that such cracks will not occur due to the nature of the materials and effects of the weather upon them.** Hairline cracks and seams, however, are not covered under the terms of this warranty, as they do not represent a structural failure. The warranty is for period of one year from the date of closing.

7. The heating system is warranted to heat the home to a temperature of seventy degrees Fahrenheit (F) at the thermostat when the outside temperature is at zero degrees F with winds at five miles per hour. The warranty is for a period of one year from the date of the closing. Free heating adjustments will be made for ninety days except for the instances where the thermostat fails to reach seventy degrees F with an outside temperature of zero degrees F and winds a five miles per hour, in which case the one year warranty applies. The homeowner should clean or change filters in the furnace monthly during the heating season. Furnace pilots should be left on during the summer to insure a dry furnace and basement.
8. The operation of the plumbing system is warranted for a period of one year from the date of the closing, except that if in the course of correcting a stoppage any foreign objects are found within the system, the homeowner will pay the entire cost of correction. Dripping faucets or loose fixtures occurring within ninety days of the date of closing will be repaired by builder. **It is the homeowner's responsibility to insure that the exterior faucets are drained and shut off inside before the advent of winter. Frozen exterior faucets are never the responsibility of the builder.**
9. Flooring is warranted against swelling and buckling for a period of one year from the date of closing. **Shrinkage and separation of floorboards is normal and is, therefore not covered under the provisions of this warranty.** Should you experience such shrinkage and separation of the floorboards, this condition can be retarded by raising the relative humidity within the dwelling. **Humidity control is the responsibility of the Buyer. Floors may squeak and any squeaking is not covered by this warranty.** See paragraph 13 below.
10. Seller warrants electrical system to operate properly for one year from the date of closing.
11. We ask that you make a final inspection with one of representatives no later than five days prior to the date of the closing and make note, in writing, of any error, discrepancies, omissions and/or imperfections in the work we have performed. Any such list is to be given to the builder immediately following the final inspection so that any items mutually agreed upon may be rectified prior to the closing. Please make your inspection list with care as we **will not be responsible for any damages which occur during the process of moving into your new home or subsequent thereto,** except as expressly provided under the terms of the warranty. Further, any items which could have been reasonably discovered during a pre-closing inspection, **are specifically excluded from this warranty,** whether or not you elect to conduct such an inspection.

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12. In the event that items are discovered which the Buyer believes a Seller's responsibility under this warranty, **Buyer must notify Seller of such items in writing.** Buyer acknowledges that most of the work and materials for the premises are provided by subcontractors and, while Seller will act reasonable to make adjustment and corrections required by this warranty as soon as practicable, **Seller does not warrant that the matters will be corrected immediately.**
13. Excluded from this warranty is a.) any damage to the Premises occurring after the closing; b.) any conditions arising from Buyer's failure to conduct usual inspections, adjustments or maintenance of the Premises; c.) normal wear and tear; d.) defects which are the result of characteristics common to the materials affected; e.) defects related to repairs, additions or alterations made by the Buyer; f.) all consequential damages; g.) insect damage; h.) defects arising from any excessive or unusual use of the dwelling; .) minor squeaks in floor; j.) any items for which the claims procedure set forth herein is not followed; k.) any bleeding or fading of cedar siding due to the nature of the material; l.) any liability for the decorative stone walls and brick walkways installed on the Premises; m.) gauges, cracks, nail pops, nicks, blemishes or any other material imperfections not visible from a distance of 6' under normal lighting conditions.
14. The Seller hereby assigns any manufacturers' warranties for appliances and other equipment and materials installed in the dwelling. It is the Buyer's responsibility to pursue any claims under such warranties. Items and claims are covered by manufacturers' warranty are excluded from the terms of this warranty.
15. Claims Procedure – If a defect is discovered which Buyer believes is covered by this warranty and the responsibility of the Seller, Buyer must notify Seller in writing within sixty (60) days of the date such defect is discovered. Said notice shall include a description of the alleged defect. Seller shall respond and/or repair the defect covered by this warranty within sixty (60) days of its receipt of said notice, subject to availability of materials, subcontractors and weather. Buyer shall reasonably cooperate with Seller concerning any inspection or repair of alleged defects including, providing the Seller and its subcontractors with access to the dwelling. **Buyer agrees to make arrangements to have someone present to provide Seller access to the home so that Seller may perform required work including all work performed by Seller pursuant to the Limited Warranty during normal business hours.** Should the Buyer not allow Seller such access to the Premises, Buyer will waive Buyer's rights to have uncompleted items and/or warranty work performed by Seller.

Buyer

date

Buyer

date

Seller

date

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