

## **LIMITED WARRANTY**

SELLER:

BUYER:

PREMISES:

The limited warranty guarantees that the dwelling will be built in a workman-like manner, and will be free from material defects in material and workmanship. The warranty is for a period of ONE YEAR from the closing or occupancy, whichever occurs first. This warranty is not transferable.

FOUNDATION, BASEMENT AND FRAME STRUCTURE -- The Seller warrants that the foundation, basement and frame of the structure are free of structural defects and the basement will remain free of water caused by ground water or springs. This warranty does not apply to unusual flooding and/or rains greater than 2" within a 24-hour period. It is the homeowner's responsibility to maintain positive drainage away from the building at all times. If the ground around the foundation appears to settle, this must be filled speedily. EXCLUSIONS: insubstantial cracks in the foundation walls and floors due to drying, curing and expansion and contraction. Cracks, checks and shrinkage of frame material that do not affect the structural soundness of the dwelling. Dampness in basement due to condensation, humidity, tornado, hurricane, rainstorm, of more than 2" in a 24-hour period.

ROOF -- The roof shall be free of water leakage for one year. Around the chimney, around skylights and under shingles is warranted for one year. Damage, if any, caused by snow or ice backing up under shingles is excluded from the provisions of this warranty. It is the responsibility of the homeowner to insure free passage in gutters and downspouts at all times.

HEATING AND AIR CONDITIONING SYSTEM -- The Seller warrants that the heating and air conditioning system will maintain a temperature of 70 degrees in the house when the outside temperature is between 0 and 90 degrees for a period of one year. Heat must be set at a minimum of 65 degree heat setting; below 65 degree heat setting may cause pipes to freeze which will be excluded from the warranty.

PLUMBING AND ELECTRICAL -- The Seller warrants the plumbing and electrical systems to be free of material defects for the period of one year.

SEPTIC -- The Seller warrants the septic system to be free of material defects for a period of one year.

APPLIANCES AND EQUIPMENT -- The Seller makes no representations and assumes no responsibility for the appliances, fixtures and equipment. Manufacturer's warranties are to be assigned to the Buyers and each manufacturer's warranty claim procedure must be followed where a defect appears in any of those items.

TOUCH-UP PAINT AND PLASTER -- Are excluded from the warranty and Seller must be notified of any defects prior to closing.

WOOD -- Windows, casings and oak floors are all subject to moisture (i.e. swelling and shrinkage) and will be adjusted prior to closing and are excluded from the warranty. Doors and cabinets shall be adjusted for swelling/shrinkage for one year.

LANDSCAPING -- Raked and seeded lawn areas must be watered and fertilized. Maintenance, washout and reseeded are the responsibility of the Buyer and are excluded from the warranty. Shrubs, plants and newly planted trees are warranted for one year. The life span and condition of pre-existing trees is specifically excluded from this warranty. The Driveway shall be warranted for one year against material disintegration.

RADON -- Buyer may, at Buyer's expense, have a qualified professional test for radon gas in the dwelling during the first two months of occupancy. If the reading exceeds the EPA guideline of 4.0, Seller agrees to share the cost with Buyer's evenly for installing a radon mitigation system to bring the reading into conformity with EPA guidelines.

THE SELLER EXPRESSLY DISCLAIMS ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. TO THE EXTENT PERMITTED BY LAW, THE SELLER EXPRESSLY DISCLAIMS (i) ANY IMPLIED WARRANTY AND (ii) ANY EXPRESS WARRANTY NOT SET FORTH HEREIN.

**Remedy.** If a defect occurs in an item covered by this Limited Warranty, the Builder will repair, replace or pay the Home Owner the reasonable cost of repairing or replacing the defective item(s). If a Major Structural Defect occurs during the term of this Limited Warranty, the Builder will repair, replace or pay the Home Owner the reasonable cost of repairing or replacing the defective item(s). Repair of a Major Structural Defect is limited (1) to the repair of damage to the load-bearing portions of the Home themselves which is necessary to restore their load-bearing function; and (2) to the repair of those items of the Home damaged by the Major Structural Defect which made the Home unsafe, unsanitary or otherwise unlivable. The Builder's **total liability** for deficiencies under this Limited Warranty is limited to the purchase price of the Home. The choice among repair, replacement or payment is solely that of the Builder.

Steps taken to correct defects shall not act to extend the time of this Limited Warranty.