
LIMITED WARRANTY

Note - Consequential and incidental damages are excluded, and duration of implied warranties has limitations.

Term - The terms of the various coverage of this Warranty begin on the date on which your home is deeded to you. That date is referred to in this Limited Warranty as the "Closing".

Coverage - We warrant that: For a period of 1 year after Closing, the floors, ceilings, walls and other internal structural components of the home that are not covered by other portions of this Limited Warranty will be free of defects in materials or workmanship. For a period of 1 year after closing, the plumbing, heating, and electric wiring systems and the septic tank (if we installed it) will be free of defects in materials or workmanship. For a period of 60 days after closing, the following items will be free of defects in materials or workmanship: doors (including hardware), windows, shutters, electric switches, receptacles, and fixtures; caulking around exterior openings; plumbing fixtures; and cabinet work.

Manufacturers' Warranties - We assign and pass through to you the manufacturers' warranties on all appliances and equipment. The following are examples of such appliances and equipment, though not every home includes all these items and some homes may include appliances or equipment not on this list: refrigerator, range, spaceheater, washing machine, dishwasher, garbage disposal, ventilating fan, air conditioner.

Exclusions from Coverage - We do not assume responsibility for any of the following, all of which are excluded from the coverage of this Limited Warranty:

A. Any appliance, piece of equipment, or any other item in the home which is a 'consumer product' for purposes of the Magnuson-Moss Warranty Act (15 U.D.C. Sec. 2301 through 2312). The following are examples of 'consumer products', but other items in the home also may be consumer products: refrigerators, clothes washer and dryer, furnace, central air conditioning compressor, trash compactor, range, dishwasher, thermostat, garbage disposal, water softener. (We have assigned these manufacturers' warranties to you, and you should follow the procedures in these warranties if defects appear in these items.)

B. Damage caused by ordinary wear and tear, abusive use, or lack of proper maintenance of your home.

C. Defects that are the result of characteristics common to the materials used, such as (but not limited to) warping and deflection of wood; fading, chalking, and checking of paint resulting from drying and curing of concrete, stucco, plaster, bricks, and masonry; drying; shrinking and cracking of caulking and weatherstripping.

D. Defects in items installed by you or anyone else except us or (if requested by us) our subcontractors.

E. Work done by you or anyone else except us or (if requested by us) our subcontractors.

F. Loss or injury due to the elements.

G. Conditions resulting from condensation on, or expansion or contraction of materials.

H. Paint applied over newly plastered interior walls.

I. Consequential or incidental damages.

No Other Warranties - This Limited Warranty is the only express warranty we give. Implied warranties, including but not limited to warranties of merchantability, fitness for a particular purpose, and habitability, are limited to the warranty periods set forth above. This Limited Warranty gives you specific legal rights, and you may also have other legal rights.

Claims Procedure - If a defect appears, which you think is covered by this Limited Warranty, you must write a letter to our office at the address appearing on the back of this Limited Warranty. You must tell us in your letter what times during the day you will be at home, so that we can schedule service calls appropriately. If delay will cause extra damage (i.e., if a pipe has burst) telephone us. Only emergency reports will be taken by phone.

Repairs - Upon receipt of your written report of a defect, if the defective item is covered by this Limited Warranty, we will repair or replace it at no charge to you, within 60 days (longer if weather conditions, labor problems, or material shortages cause delays). The work will be done by us or subcontractors chosen by us. The choice between repair or replacement is ours.

Not Transferable - This Limited Warranty is extended to you only if you are the first purchaser of the home. When the first purchaser sells the home or moves out of it, this Limited Warranty automatically terminates.

Date of Closing _____

(Name of Builder)

By: _____

By: _____

Title: _____

Title: _____

Address: _____

Address: _____