

LIMITED WARRANTY

THIS LIMITED WARRANTY AGREEMENT EXCLUDES CONSEQUENTIAL DAMAGES AND LIMITS THE DURATION OF IMPLIED WARRANTIES.

1. What is covered by the Limited Warranty? The Builder warrants that all construction related to the house substantially conforms with the plans and specifications and change orders for this job, that the materials that were used with respect to this job were new (unless expressly agreed upon by the parties), and that the construction was completed in accordance with the Quality Standards for the construction of a single family home as adopted by the Building Industry Association of Central Ohio, Inc.

Within one year from the date of closing or occupancy by the Buyer, whichever is first to occur, the Builder will repair or replace, at Builder's option, any defects in material or workmanship as determined by the application of the above-referenced Quality Standards and as otherwise limited by the terms and conditions of this Limited Warranty. Buyer agrees to accept a reasonable match in any repair or replacement in the event the original item is no longer available.

2. What is not covered by the Limited Warranty? This Limited Warranty does not cover the following items:

- A. Damages from the elements (such as fire or other casualty), misuse, abuse, ordinary wear and tear, and/or the failure of Buyer to follow proper operating instructions or to otherwise fail to properly maintain the home.
- B. Damages from the failure of utility services.
- C. Damages related to items not furnished by the Builder.
- D. Items arising after the one year period referenced above.
- E. Incidental or consequential damages, including secondary damages and damages from mental anguish. Some states do not allow limitations of consequential damages so this limitation may not apply to you.
- F. Damages to anyone other than the original Buyer.
- G. Defects in appliances and equipment that are covered by manufacturers' warranties (the Builder herein having assigned these manufacturers' warranties to the Buyer pursuant to Section 4, to the extent they are assignable and it accordingly being agreed that if a defect appears in these items, the Buyer should follow the procedures set forth in the manufacturers' warranties relative to the same); and
- H. The so called "non-warrantable" conditions as hereafter set forth in Section 5.

3. Manufacturers' Warranties. The Builder assigns and passes through to the Buyer (to the extent they are assignable) the manufacturers' warranties on all appliances, equipment, and other miscellaneous items ("Consumer Products"). The following items are examples of such Consumer Products: appliances, heating and cooling equipment, plumbing fixtures and equipment, mechanical and/or electrical equipment, cabinets, floor coverings, roofing materials, windows and doors, etc.

4. **NO OTHER WARRANTIES. THIS LIMITED WARRANTY IS THE ONLY EXPRESS WARRANTY THE BUILDER GIVES. IMPLIED WARRANTIES, INCLUDING (BUT NOT LIMITED TO) WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, HABITABILITY, AND GOOD WORKMANSHIP ARE LIMITED TO THE WARRANTY (TERM) SET FORTH ABOVE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THIS LIMITATION MAY NOT APPLY TO YOU. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.**

5. Nonwarrantable Conditions. The following statement of conditions relate to items or events that are not subject to the Builder's warranties as set forth herein. To this end, Buyer acknowledges and understands that like other products made by humans, a house is not perfect and certain inherent elements in the materials used to construct a house are such that the following conditions cannot reasonably be warranted by the Builder. The Buyer acknowledges that the Buyer has read these items carefully and understands that the Buyer has not contracted for the Builder to correct these types of problems should they occur.

- A. **Radon/Indoor Air Quality.** The Builder makes no warranty regarding the presence of radon gas at or in the vicinity of the house or the quality of the air within the house. Radon is a naturally occurring phenomenon. The Builder claims no special expertise regarding either the identification of or the methods to reduce radon levels, or the risks associated with radon exposure and makes no warranty relative to the same.
- B. **Concrete, Masonry and Mortar.** Concrete, masonry and mortar may develop hairline cracks or may develop spalling due to shrinkage, expansion and contraction. These cracks or spalling may not affect the structural integrity of the building, are impossible to eliminate, and are considered normal.
- C. **Wood.** Wood will sometimes check or crack or the fibers will spread apart because of the drying out process. This condition is most often caused by the heat inside the house or the exposure to the sun on the outside of the house. This condition is considered normal, and the Buyer is responsible for any maintenance or repairs resulting from it.
- D. **Drywall/Sheetrock.** Sheetrock or drywall will sometimes develop nail pops or settlement cracks. These nail pops and settlement cracks are a normal part of the drying out process. These items can easily be handled by the Buyer with spackling during normal redecorating. However, if the Buyer wishes, the Builder will send a worker at the end of the one year term described in Section 2 above to make the necessary repairs. The Builder's repairs will include repainting the repaired area only. The Builder is not responsible for color variations and is to match the affected areas only as closely as reasonably possible.
- E. **Caulking.** Exterior caulking and interior caulking in bathrooms, shower stalls, and ceramic tile surfaces will crack or shrink/bleed somewhat in the months after installation. These conditions are normal and should not be considered a problem. Any maintenance or repairs resulting from them are the Buyer's responsibility.
- F. **Frozen Pipes.** The Buyer must take precautions to prevent freezing of pipes and sillcocks during cold weather, such as removing outside hoses from sillcocks, leaving faucets with a slight drip, and turning off the water system if the house is to be left for extended periods during cold weather.
- G. **Ice Dams.** Ice dams are considered a natural phenomenon, caused by freeze/thaw cycles in the winter. Erratic weather conditions can cause the build-up of ice, snow, and water, which backs up under the shingles, causing leaks. Ice dams and ice and snow build-up should be removed from the lower portions of the roof, if at all possible. Ice dam prevention is the Buyer's responsibility.
- H. **Alterations to Grade.** Any alterations to grading due to the installation or addition to landscaping, patio or service walks by the Buyer which either obstructs the initial grading pattern as established by the Builder, exceeds the dampproofing or waterproofing height of the foundation, or eliminates the positive grade (slope) away from the foundation, and any problems that result from any of the above conditions, will not be covered by this Limited Warranty.
- I. **Damage Due to Adding Sprinkler System After Completion.** Builder is not responsible for the following occurrences arising as a result of the Buyer installing a sprinkler system outside of the scope of Buyer's contract with Builder: (i) discoloration of paint, stucco or other exterior materials resulting from the sprinkler systems; (ii) severance of underground downspout tile, wires, cable or telephone lines, etc.; (iii) basement moisture/leaks; and (iv) damage to shrubbery and trees due to excessive water.

