



LIMITED WARRANTY

Throughout this LIMITED WARRANTY the words “YOU” and “YOUR” and “BUYER” refer to the HOMEOWNER. “WE”, “US”, “OUR”, and “THE BUILDER” refer to Kenco Communities, Inc. All other words that appear in uppercase type have specific meanings. Please refer to the Definitions section in regards to any terms in uppercase type in this LIMITED WARRANTY.

**KENCO COMMUNITIES AT IBIS
LIMITED WARRANTY**

HOMEOWNER: _____

Property: _____

Address: _____

Lot: _____

Closing Date: _____

1. We hope you will be happy in your new home. It has been constructed within accepted industry standards. The warranty set forth in this LIMITED WARRANTY commences on the date on which title to your home is conveyed to you, the purchaser (the "Closing").
2. All notices of DEFICIENCIES, DEFINED STRUCTURAL ELEMENT FAILURES, and complaints under this LIMITED WARRANTY must be made by YOU in writing. Telephonic or face-to-face discussion will not protect YOUR rights under this LIMITED WARRANTY.

DEFICIENCIES

In the event a DEFICIENCY occurs during the applicable coverage period, WE will, upon receiving written notice from YOU, test or inspect the DEFICIENCY to confirm coverage for the DEFICIENCY within a reasonable time after we receive YOUR notice. Upon confirmation of a DEFICIENCY, WE, or another third party designated by US will repair, replace or pay YOU the actual cost of repairing or replacing the DEFICIENCY. The decision to repair, replace, or to make payment to YOU is at OUR sole option.

**DEFINED STRUCTURAL
ELEMENT FAILURE**

In the event a DEFINED STRUCTURAL ELEMENT FAILURE occurs during the applicable coverage period, WE, or another third party designated by US will, upon receiving written notice from YOU, test or inspect the DEFINED STRUCTURAL ELEMENT FAILURE to confirm coverage for the DEFINED STRUCTURAL ELEMENT FAILURE within a reasonable time after WE receive YOUR notice. Upon confirmation of a DEFINED STRUCTURAL ELEMENT FAILURE, WE, or another third party designated by US will repair, replace or pay YOU the actual cost of repairing or replacing the DEFINED STRUCTURAL ELEMENT FAILURE. The decision to repair, replace, or to make payment to YOU is at OUR sole option.

3. WE will repair and/or replace surfaces, finishes and coverings that require removal or replacement in order for US to repair or replace DEFICIENCIES and DEFINED STRUCTURAL ELEMENT FAILURE(S). The extent of OUR repair and replacement of these surfaces, finishes or coverings will be to approximately the same condition they were in prior to the DEFICIENCY or DEFINED STRUCTURAL ELEMENT FAILURE, but not necessarily to a like new condition. When we repair a DEFICIENCY or DEFINED STRUCTURAL ELEMENT FAILURE, the repair will include the correction

or replacement of only those surfaces, finishes and coverings that were damaged by the DEFICIENCY or DEFINED STRUCTURAL ELEMENT FAILURE that were part of the HOME when title was first transferred by US.

4. The "Builder" warrants that for a period of two (2) years from the date of closing of title: Your home will be free from any DEFINED STRUCTURAL ELEMENT FAILURES. A DEFINED STRUCTURAL ELEMENT FAILURE is one or more of the structural elements identified herein containing a flaw of such magnitude that the warranty tolerance is exceeded.
5. The "Builder" warrants for a period of one (1) year from the date of closing of title: the electrical, plumbing, heating, cooling, ventilating & roof systems of your home, exclusive of the appliances, fixtures or items of equipment, will be free from defects due to noncompliance with the Construction Standards attached to this Warranty for a period of one (1) year.
6. The "Builder" does not provide any warranty in connection with appliances or electrical equipment. These are covered by manufacturers' warranties which are delivered to you at closing of title.
7. There are no warranties which extend beyond the face of this LIMITED WARRANTY
8. This LIMITED WARRANTY does not cover:
 - a. Any DEFICIENCIES or DEFINED STRUCTURAL ELEMENT FAILURE(S) resulting, either directly or indirectly, from the following causes or occurring in the following situations:
 - i. Fire
 - ii. Lightning
 - iii. Acts of God
 - iv. Explosion
 - v. Riot and civil commotion
 - vi. Smoke
 - vii. Hail
 - viii. Aircraft
 - ix. Falling Objects
 - x. Vehicles
 - xi. Floods
 - xii. Wind Driven Water
 - xiii. Earth Movement including but not limited to:
 - (i). Earthquake, landslide or mudslide;
 - (ii). Mine subsidence, sinkholes or changes in the underground water table not reasonably foreseeable at the time of construction;
 - (iii). Volcanic eruption; explosion or effusion;
 - xiv. Wind including but not limited to:
 - (i). Gale force winds;
 - (ii). Hurricanes;
 - (iii). Tropical storms;
 - (iv). Tornadoes;
 - xv. Insects damage, other than subterranean termites, which are covered by a soil treatment certificate for a period of 1 year, provided at closing (this certificate can be renewed at the homeowner's discretion by contacting the company named on the certificate), animals or vermin;
 - xvi. Rot, moisture, corrosion, rust or mildew;

- xvii. Changes of the grading of the ground by anyone other than US or our authorized agents;
 - xviii. Changes, additions, or alterations made to the HOME by anyone after the WARRANTY DATE-HOME or WARRANTY DATE-COMMON ELEMENTS, except those made or authorized by US;
 - xix. Any defect in material or workmanship supplied by anyone other than US or OUR authorized agents;
 - xx. Replacement or repair of wall, floor coverings or other fixtures and personal property installed by owner after closing that may be damaged by the repairing of cracks, nail pops and similar work done under this warranty.
 - xxi. Improper maintenance, negligence, or improper use of the HOME by YOU or anyone else;
 - xxii. Dampness or condensation due to YOUR failure to provide adequate ventilation;
 - xxiii. Abnormal loading on floors which exceeds design loads;
 - xxiv. Underground springs or other sources of subsurface water;
- b. Any costs arising from, or any DEFICIENCIES or DEFINED STRUCTURAL ELEMENT FAILURE(S) resulting from the actual, alleged or threatened discharge, dispersal, release or escape of POLLUTANTS. We will not cover costs or expenses arising from the inhabitability or health risk due to the proximity of POLLUTANTS. WE will not cover costs, or expenses resulting from the direction of any governmental entity to test, clean-up, remove, treat, contain or monitor POLLUTANTS;
 - c. Any costs arising from, or any DEFICIENCIES or DEFINED STRUCTURAL ELEMENT FAILURE(S) resulting from the effects of electromagnetic fields (EMF's) or radiation.
 - d. Any CONSEQUENTIAL DAMAGES;
 - e. Any damage to CONSUMER PRODUCTS;
 - f. Any DEFICIENCIES or DEFINED STRUCTURAL ELEMENT FAILURES:
 - i. that YOU become aware of after the HOME is not being used primarily as a residence;
 - ii. which YOU have not taken timely and reasonable steps to protect and minimize damage after WE have provided YOU with written authorization to prevent further damage;
 - g. Any DEFICIENCIES or DEFINED STRUCTURAL ELEMENT FAILURES that is covered by any other express warranty or insurance coverage YOU may have;
 - h. Any non-conformity with local building codes, regulations or requirements that has not resulted in a DEFICIENCY or DEFINED STRUCTURAL ELEMENT FAILURE. While WE acknowledge OUR responsibility to build in accordance with applicable building codes, this LIMITED WARRANTY does not cover building code violations in the absence of a DEFICIENCY or a DEFINED STRUCTURAL ELEMENT FAILURE. In such an instance, YOUR recourse is under the building code and other applicable laws and not under this LIMITED WARRANTY. This exclusion in no way mitigates or relieves US of OUR obligation to build in accordance with applicable building codes at the time of permitting of the home.
 - i. Any loss or damage:

- i. after Year 1, to, resulting from, or made worse by all components of structurally attached decks, balconies, patios, porches, porch roofs and porticos.
 - ii. After Year 1, to, resulting from, or made worse by elements of the HOME which are constructed separate from foundation walls or other structural elements of the HOME such as, but not limited to, chimneys and concrete floors of basements and attached garages;
 - iii. to wiring, to and between communication devices from the source of power, whether or not connected to the interior wiring system of the HOME. Such devices shall include, but not limited to, telephone systems, television cable systems, intercom systems, computer systems and security systems. Sources of power shall include, but not limited to, service entrance conductors, switches, outlets, receptacles and junction boxes;
 - iv. defects in detached garages or outbuildings (except those which contain plumbing, electrical, heating, cooling or ventilating systems serving the HOME, and then only to the extent where defects would affect these systems). A detached garage is one which is constructed on its own foundation, separate and apart from the foundation of the HOME. A breezeway, fence, utility line or similar union shall not cause a garage or outbuilding to be considered attached.
 - v. Any portion of a Water Supply System, private or public, including volume and pressure of water flow;
 - vi. Quality and portability of water;
- j. Any loss or damage resulting from, or made worse by:
- i. changes in grading caused by erosion
 - ii. the weight and/or performance of any type of waterbed or any other furnishing which exceeds the load-bearing design of the HOME.
 - iii. Defects in, but not limited to: recreational facilities; driveways; walkways; patios; porches and stoops not structurally attached; decks and balconies which are not bolted to or cantilevered from the main structure of the HOME; boundary and/or retaining walls; bulkheads; fences; landscaping, sodding, seeding, shrubs, trees and plantings; subsurface drainage systems (other than footer drains); lawn sprinkler systems; off-site improvements, including streets, sidewalks, adjacent property and the like; or any other improvements not part of the HOME itself;
 - iv. Defects in detached garages or outbuildings (except those which contain plumbing, electrical, heating, cooling or ventilating systems serving the HOME, and then only to the extent where defects would affect these systems). A detached garage is one which is constructed on its own foundation, separate and apart from the foundation of the HOME. A breezeway, fence, utility line or similar union shall not cause a garage or outbuilding to be considered attached;
 - v. Any portion of a Water Supply System, private or public, including volume and pressure of water flow;
 - vi. Quality and portability of water;

- k. Any DEFICIENCY which does not result in actual physical damage or loss to the HOME;
- l. Any request for warranty performance submitted to US after an unreasonable delay or later than 30 days after the expiration of the applicable warranty period;
- m. Warranted DEFICIENCIES that YOU repair without prior written authorization by US;
- n. Any loss or damage which arises while the home is being used primarily for nonresidential purposes.
- o. Any damages to, or resulting from a swimming pool whether located within or outside the HOME; as a result of its construction, placement, use, equipment, maintenance, etc.;
- p. The removal and/or replacement of items specifically excluded from coverage under this LIMITED WARRANTY, such as landscaping or personal property, items not originally installed by US, such as wallpaper, where removal and replacement are required to execute a repair;
- q. Sound transmission and soundproofing between rooms and floor levels; and
- r. Appliances and Equipment included in the HOME are not warranted under this LIMITED WARRANTY, but may be covered by separate warranties provided by the manufacturer or supplier. These warranties are passed on to YOU by US at closing and are separate from this LIMITED WARRANTY.

9. To the extent permitted, WE hereby assign to you the manufacturers' warranty for the preceding items noted, if any. Request for service under the Limited Warranty must be sent in writing, during the period of applicable portion of this Limited Warranty, to our office. The request for service should also indicate reasonable times during which YOU will be available at your home so that we may schedule the appropriate warranty work. All repairs and adjustments will be confined to the limits set forth in this Limited Warranty and will be made Monday through Friday 8 am to 4:30 p.m., or at such other times acceptable to US.

10. During the 60 day period commencing at Closing, WE agree that, upon receipt of a written service request from YOU, WE will make an inspection of your home with YOU and will repair or replace, whichever WE determine to be appropriate, any defects in workmanship or materials, and will adjust where necessary, the following items:

- a) Doors, including pitting of hardware, except for carpet height
- b) Windows and sliding glass doors, including screens
- c) Electric switches, receptacles, and fixtures
- d) Exterior perimeter caulking (after 60 days, proper maintenance and care is needed from the Buyer)
- e) Plumbing fixtures
- f) Adjustment of cabinet doors and drawers ONLY
- g) Large holes in marble floor material

11. Do Not Make Voluntary Payments

YOU agree to not make any voluntary payments or assume any obligations or incur any expenses for the remedy of a condition YOU believe is a DEFICIENCY or DEFINED STRUCTURAL ELEMENT FAILURE without OUR prior written approval. WE will not reimburse YOU for costs incurred where YOU did not obtain OUR prior written approval.

However, YOU may incur reasonable expenses in making repairs in an EMERGENCY CONDITION without OUR prior written approval, provided the

repairs are solely for the protection of the HOME from further damage, and provided YOU notify US as soon as possible, but in no event later than 5 days after the repairs were undertaken. To obtain reimbursement for repairs made during an EMERGENCY CONDITION, YOU must provide US with an accurate written record of the repair costs.

12. Sign a Release

When we have completed repairing, replacing, or paying You the cost of repairing or replacing, DEFICIENCIES or DEFINED STRUCTURAL ELEMENT FAILURES, YOU must sign a full release of OUR obligation for the DEFICIENCIES or DEFINED STRUCTURAL ELEMENT FAILURES WE corrected.

General Conditions

- A. Separation of This LIMITED WARRANTY From The Contract of Sale
This LIMITED WARRANTY is separate and independent of the contract between YOU and US for the construction and/or sale of YOUR HOME. The provisions of this LIMITED WARRANTY shall in no way be restricted by anything contained in the construction and/or sales contract between YOU and US.
- B. Recovery Rights
If WE repair, replace or pay you the cost to repair or replace a DEFICIENCY or DEFINED STRUCTURAL ELEMENT FAILURE, or other related damage to YOUR HOME covered by this LIMITED WARRANTY, WE are entitled, to the extent of OUR payment, to take over YOUR related rights of recovery from other people and organizations, including but not limited to, other warranties and insurance. YOU have an obligation not to make it harder for US to enforce these rights. YOU agree to sign any papers, deliver them to US, and do anything else that is necessary to help US exercise OUR rights.

DEFINITIONS

CONSUMER PRODUCT means any item of equipment, appliance or other item defined as a CONSUMER PRODUCT in the Magnuson-Moss Warranty Act (15 U.S.C. ss 2301 et seq.) Examples of Consumer Products include, but are not limited to, air handling equipment, air conditioning equipment, furnace, heat pump, pumps, dishwasher, garbage disposal, gas or electric cook top, range, range hood, refrigerator or refrigerator/freezer combination, gas oven, electric oven, microwave oven, trash compactor, garage door opener, clothes washer and dryer, hot water heater and thermostat.

DEFICIENCY (IES) means defects in materials or workmanship used in constructing the HOME. The defects must fail to conform to the standards and tolerances described in the STANDARDS OF PERFORMANCE section of this LIMITED WARRANTY. OUR failure to complete the HOME or any portion of the HOME does not constitute a DEFICIENCY.

DEFINED STRUCTURAL ELEMENT FAILURE means that one or more of the structural elements identified below contains a flaw of such magnitude that the warranty tolerance is exceeded. The only structural elements WE cover and their respective tolerances are as follows:

Defined structural Element	Warranty Tolerance
A. Arches	
1. Masonry	Crack of ¼ inch in width in arch, OR settlement in span of arch of ½ inch.
B. Floor Systems	
1. Structural Concrete	Crack of ¼ inch in width and ¼ inch vertical displacement.
2. Joists	DEFLECTION of 1 inch in 15 feet.
3. Trusses	DEFLECTION of 1 inch in 10 feet
C. Foundation	
1. Concrete Beams	Crack of 1/8 inch in width, or DEFLECTION of ¼ inch in 30 inches.
2. Wood Beams: Built-up Laminated or Solid	DEFLECTION of 1 inch in 10 ft
3. Steel Beams	DEFLECTION of ½ inch in 8 ft
4. Footings	Crack of ½ inch in width
5. Concrete Walls	Crack of ¼ inch in width and ¼ inch vertical displacement, or out of plumb ¼ inch in 12 inches measured from base of wall.
6. Masonry Walls	Crack of 3/8 inch in width, or out of plumb ¼ inch in 12 inches measured from base of wall.
7. Concrete Columns	Out of plumb ¼ inch in 12 inches measured from base of column.
8. Masonry Columns	Out of plumb 1/8 inch in 12 inches measured from base of column.

<ul style="list-style-type: none"> 9. Steel Columns 	<p>Bow of 1 inch in 8 feet, or out of plumb ¼ inch in 12 inches measured from base of column.</p>
<ul style="list-style-type: none"> 10. Wood Columns 	<p>Bow of 1 inch in 8 feet, or out of plumb ¼ inch in 12 inches measured from base of column.</p>
<ul style="list-style-type: none"> D. Lintels and Headers <ul style="list-style-type: none"> 1. Concrete, Masonry, Steel, or Wood 	<p>DEFLECTION of 1 inch in 4 feet.</p>
<ul style="list-style-type: none"> E. Roof Framing <ul style="list-style-type: none"> 1. Ridge Beam 2. Rafters <ul style="list-style-type: none"> Common, Jack or Valley/HIP 3. Ceiling joists 4. Trusses 	<p>DEFLECTION of 1 inch in 10 feet. DEFLECTION or bow of 1 inch in 10 feet. DEFLECTION of ¾ inch in 10 feet DEFLECTION of 1 inch in 10 feet</p>
<ul style="list-style-type: none"> F. Structural Beams and Girders <ul style="list-style-type: none"> 1. Steel 2. Wood <ul style="list-style-type: none"> Solid, Built-up, or Laminated 	<p>DEFLECTION of ½ inch in 8 feet DEFLECTION of 1 inch in 10 feet</p>
<ul style="list-style-type: none"> G. Structural Columns <ul style="list-style-type: none"> 1. Concrete 2. Masonry 3. Steel 4. Wood 	<p>Bow of ½ inch in 8 ft, or out of plumb ¼ inch in 12 inches measured from base of column. Out of plumb 1/8 inch in 12 inches measured from base of column. Bow of 1 inch in 8 feet, or out of plumb ¼ inch in 12 inches measured from base of column. Bow of 1 inch in 8 feet, or out of plumb ¼ inch in 12 inches measured from base of column.</p>
<ul style="list-style-type: none"> H. Load bearing Walls and Partitions <ul style="list-style-type: none"> 1. Studs 	<p>Bow or cup of 1 inch in 8 feet.</p>

STANDARDS OF PERFORMANCE means the standards and tolerances for materials and workmanship that are used in this LIMITED WARRANTY to determine OUR responsibility for repairing DEFICIENCIES as identified on the following pages of this document.

WARRANTY DATE-HOME means the date the title for HOME is referred by US to the first HOMEOWNER.

STANDARDS OF PERFORMANCE

The STANDARDS OF PERFORMANCE listed in the following pages are intended to provide YOU with an understanding of OUR obligations under this LIMITED WARRANTY. If a DEFICIENCY occurs to YOUR HOME that results in actual physical damage, the STANDARDS OF PERFORMANCE will be used to determine OUR responsibility under this LIMITED WARRANTY.

Please note that the damage that YOU cause or YOU made worse by YOUR negligence, improper maintenance or improper operation is excluded by this LIMITED WARRANTY.

The choice as to the scope of repair, the repair technique, or replacement versus the cost of the repair, or replacement is OURS alone. When WE do undertake to repair or replace, WE try to match colors, dyes, patterns, materials, finishes, etc. However, fading, changes in color lots or discontinues patterns may prevent US from providing an exact match.

Type of Material/ area of Home affected	Specific item or Work	DEFICIENCY	Years Covered	OUR Responsibility	YOUR Responsibility
A. Concrete	concrete	a. Cracks in foundation walls	1	Shrinkage cracks are common in concrete foundation walls. WE will repair all cracks more than 1/8" wide.	
		b. cracks in slab in attached garage	1	WE will repair cracks in garage slabs more than 1/4" wide or 1/4" in vertical displacement.	
		c. cracks in concrete slab-on-grade floors under finished flooring	1	WE will repair cracks which rupture the finished flooring material so the cracks are not readily apparent when the finished flooring material is in place	
		d. pitting, scaling or spalling (flaking, chipping) of concrete surfaces covered by the warranty	1	It is normal for some minor chipping of the surface to occur. Concrete surfaces should not disintegrate so that the aggregate is exposed and loosened under normal use and weather conditions. WE will repair concrete surfaces. WE are not responsible for deterioration caused by salt, chemicals, mechanical implements or other factors beyond OUR control.	Avoid damaging concrete with salt, chemicals, mechanical equipment, etc.
		e. settling, heaving or separating of stoops, steps, or garage floors	1	Stoops, steps or garage floors will not settle, heave or separate more than 1" from the HOME. WE will repair these DEFICIENCIES.	
		f. standing water on garage aprons	1	Water shall drain from aprons and/or steps. However, it is normal for small amounts of water to stand on aprons for short periods after it rains. WE will correct any improper drainage.	
Wood or Plastic	Rough Carpentry	a. squeaking floors of sub floors that appear loose	1	These conditions are often temporary in new homes. WE will correct these conditions only if they are caused by underlying defects in construction. A squeak proof floor cannot be guaranteed.	
		b. bowed walls or other interior exposed surfaces	1	All interior and exterior walls have slight variances on their finished surfaces. Bowing of the walls will not detract from or blemish the walls finished surface. WE will repair any walls which bow more than 3/8" out of line within any 30" horizontal or vertical measurement taken a minimum of 16" from any sheetrock corner or opening.	
		c. out of plumb walls	1	WE will repair any walls that are more than 1/4" out of plumb for any 30" vertical measurement.	

Type of Material/ area of Home affected	Specific item or Work	DEFICIENCY	Years Covered	OUR Responsibility	YOUR Responsibility
	Decorative Wood Flooring				
	Kitchen Cabinets	a. gaps between the cabinets, or between the cabinets, ceiling, or walls	1	We will correct any gap that is more than 1/4" wide	Do not overload cabinets.
		b. split in panels of a cabinet door	1	If light is visible through the split in a panel, WE will repair the panel.	
	Countertops	a. separation from wall	1	WE will repair the crack. Caulking is acceptable. WE will repair only once after closing.	
		b. delaminated counter coverings	1	We will replace any counter with pressure laminate coverings to meet specific criteria if they become delaminated.	
	Interior finish carpentry	a. trim/molding has open joints between moldings and the surface areas to which the moldings are attached.	1	WE will repair open joints in moldings or between moldings and surfaces if the gaps are more than 3/16" wide. Caulking is acceptable.	
Thermal and moisture protecting materials	Insulation	a. insufficient insulation	1	WE will insulate the home as required to meet local energy and building requirements or, as applicable, FHA or VA requirements. Insulation does not render a wall or room soundproof.	
	Louvers and vents	a. rain leaks into the attic through louvers and vents		HOMES must have louvers and vents for proper ventilation. Rain will sometimes come in through these openings.	
	Roofing and siding	a. leaks in roof or flashing	1	WE will repair roof or flashing leaks.	Clean leaves from valleys, gutters and downspouts.
		b. standing water on a flat roof	1	It is not unusual for minor ponding to occur on a flat roof for up to 24 hours after a rainfall. However, if water is not draining properly, WE will correct the drainage. WE are not responsible if the roof was specifically designed to retain water.	
	Sheet metal	a. leaks in gutters and/or down spouts	1	Gutters and downspouts might overflow during heavy rains. They should not leak at connections. WE will repair leaks. If the gutter is unobstructed by debris and the water level exceeds 1" in depth, WE will correct.	Keep leaves and debris out of gutters to allow water t to flow properly.
		b. standing water in gutters	1	It is common practice to install gutters approximately level, resulting in small amounts of water standing in a gutter after a rain.	Keep leaves and debris out of gutters to allow water t to flow properly.

Type of Material/ area of Home affected	Specific item or Work	DEFICIENCY	Years Covered	OUR Responsibility	YOUR Responsibility
	Sealants	a. leaks in exterior walls because caulking is inadequate	1	If water enters the HOME, WE will repair leaking joints or cracks in the exterior wall surface, around openings and flashings ONE TIME ONLY.	Properly installed caulking may shrink. YOU must maintain caulking during the life of the home.
	Garage doors on garages that area attached to the HOME	a. garage doors do not operate properly	1	If garage doors do not operate properly under normal use, WE will adjust or correct them.	Keep all movable parts lubricated.
		b. rain leaks through garage doors	1	Garage doors will be installed in accordance with manufacturer's specifications. WE will repair leaks resulting from a failure to properly install the garage doors. During severe weather conditions, some leakage may be normal.	
Doors and Windows	Wood, plastic, and metal windows	a. windows do not function properly	1	WE will correct the windows so that they are relatively easy to operate.	Keep tracks and rollers cleaned, lubricated and adjusted.
		b. condensation and/or frost on inside surfaces of windows		Condensation may occur on the interior window surfaces with extremes in temperature and humidity. Individual living habits can impact humidity levels. These conditions are beyond OUR control and WE have no responsibility.	If a humidifier is installed, YOU must follow the manufacturer's recommendations for proper setting of the humidistat.
	Weather-stripping and seals	a. air leaks in around doors and windows	1	Doors and windows will be installed in accordance with the manufacturer's standards. If air comes in between the doors, windows or weather-stripping were fitted poorly, WE will repair the improperly fitted doors, windows, or weather-stripping.	
	Sliding doors	a. sliding doors do not operate properly	1	Sliding doors will be installed in accordance with the manufacturer's specifications. WE will repair inoperative sliding doors.	Keep tracks and rollers cleaned, lubricated and adjusted.
	Glass	a. broken glass		WE will repair broken glass reported to US prior to closing.	Report to US all broken glass prior to closing
	Hardware	a. locks on doors or windows do not operate properly	1	WE will repair any hardware which does not meet manufacturer's standards.	

Type of Material/ area of Home affected	Specific item or Work	DEFICIENCY	Years Covered	OUR Responsibility	YOUR Responsibility
Finishes	Lath and plaster	a. cracks inside walls and ceilings	1	Cracks inside walls and ceilings are not unusual. WE will repair all cracks that are more than 1/8" wide. WE will repair these cracks only once after closing or first occupancy, whichever occurs first.	
		Gypsum wallboard	a. nail pops and blisters in tape on inside walls and ceilings.		Nail pops and blisters in tape are common in gypsum wallboard installation and are considered acceptable.
	b. cracks		1	If the wallboard has cracks that are more than 1/8" wide, WE will repair these cracks ONLY ONCE after closing.	
	Ceramic tile	a. chips or cracks in floor, counter or wall tile		WE will replace chipped tiles reported to us prior to closing. WE will not be responsible to match the tile patterns or color between the old and the new tile and grout.	Report to US all chipped tiles prior to closing.
		b. loose floor, counter or wall tile	1	WE will resecure loose tiles.	
	Finished wood floors	a. cracks between the floor boards	1	WE will repair all cracks that are more than 3/16" wide.	
	Resilient flooring or floor covering	a. nail pops on surface of resilient floor covering	1	WE will repair any nail pops that break the surface of the flooring.	
		b. depressions or ridges in resilient flooring because the sub floor is irregular	1	WE will repair any ridges or depressions which are readily apparent and which are more than 1/8" high or deep. The ridge or depression measurement is the gap created at one end of a 6" straight-edge placed over the depression or ridge with 3" of the straight edge on one side of the defect, held tightly to the floor. WE will not be responsible to match the old and the new flooring.	
c. resilient flooring lifts, bubbles, or becomes unglued.		1	WE will repair these defects.		
d. visible seams or shrinkage gaps at joints of resilient flooring		1	If the gaps are more than 1/8" wide between pieces of resilient flooring. WE will repair them. If the gaps between flooring and other materials are more than 1/8" wide, WE will repair the affected area only.		

Type of Material/ area of Home affected	Specific item or Work	DEFICIENCY	Years Covered	OUR Responsibility	YOUR Responsibility
		e. cuts and gouges		WE will repair cuts and gouges reported to US prior to closing.	Report to US prior to closing.
Paint, stain, or varnish	a. deteriorating, fading, or peeling of outside paint		1	Fading of a paint or stain is normal and not considered a defect. The amount of fading will depend on the climate where the HOME is located and the exposure of the HOME. WE will repair paint, stain, or varnish which peels or deteriorates. WE will properly prepare and refinish any areas that are affected.	
	b. painting made necessary by other repair work		1	If painting is required because of other repair work, WE will paint to match surrounding areas as closely as possible.	
	c. deteriorating varnish or lacquer finish on outside woodwork			Varnish or lacquer on outside woodwork deteriorates quickly and is not covered.	
	d. deteriorating varnish or lacquer finish on inside woodwork		1	WE will retouch areas of the woodwork where the finish has deteriorated. WE will make this repair only once after closing.	
Carpeting	a. open seams in carpeting		1	Visible carpet seams are not a defect. WE will repair any openings or gaps in the seams.	
	b. wall to wall carpeting comes up, is loose or stretched		1	If WE originally installed wall to wall carpeting as a primary floor covering, WE will reattach or restretch any of the carpeting that has loosened from the material to which it was attached.	
	c. spots or minor fading on carpet			Spots and/or minor fading can occur naturally when a carpet is exposed to light. WE have no responsibility for this condition.	
Stucco	a. cracks in outside stucco walls		1	Cracks are not unusual in the surfaces of the outside stucco walls. WE will repair ONE TIME ONLY any cracks within the first year period.	
Pot shelves	a. loose or unsecured shelves			Pot shelves are provided for decorative items, and are designed for weights of no more than 25 lbs per linear foot.	Report to us prior to closing any loose or unsecured shelves.
Marble, real or synthetic, plastic laminate, porcelain, and fiberglass	a. blemishes, scratches, nicks or chips			WE will repair blemishes, scratches, nicks, chips reported to US prior to closing. WE are not responsible for discontinued patterns or for differences in color between old and new.	Report to us prior to closing.

Type of Material/ area of Home affected	Specific item or Work	DEFICIENCY	Years Covered	OUR Responsibility	YOUR Responsibility
Pools	Concrete shell	a. aggregate cracks or uplifting or leaks in concrete shell	1	WE will cover the concrete shell for uplifting and/or cracks. WE are not responsible for post closing sand burn or discoloration of aggregate finish due to chemical imbalances.	Properly maintain pool from time of closing, including proper cleaning, periodic chlorinating, and filter and pump maintenance.
	Pool equipment	a. malfunctioning pool pump, heaters, and other related equipment	1	We will cover all pool equipment installed by the BUILDER. WE will not cover any replacement cartridge elements and light bulbs.	Properly maintain pool equipment.
Landscaping	Trees and shrubs	a. shrubs and trees installed have defects		All trees and shrubs included in the home's landscape package will be free from defects for 30 days after closing. WE will not be responsible for landscaping, trees, shrubs or sod that is damaged as a result of freezing, storm damage, acts of God, or any homeowner negligence or lack of irrigation. All landscaping existing on the property prior to the landscape package installation will not be covered under this warranty.	Properly maintain all landscaping, including a responsible irrigation schedule.
Louvers, vents and fireplaces	Fireplaces and chimneys	a. improper drawing of fireplace or chimney	1	A number of items can cause temporary negative draft situations in a fireplace or chimney. These include high winds, obstructions such as large branches or trees too close to the chimney, or tight insulation and weatherproofing throughout the house. WE will not be responsible for these problems. If the draft problem is caused by improper installation. WE will repair the problem.	Insure there is sufficient fresh air make up for the flue to draw properly. Before the beginning of the season that YOU will use the fireplace, look for any obstructions and clear prior to use.
		b. firebox (area where combustion takes place) finish has changed		The heat from a fire can naturally change any finish on the firebox. This condition is not covered.	
		c. cracks in firebrick (brick that lines the fireplace) and mortar joints		Roaring fire can naturally cause this cracking. This condition is not a DEFICIENCY.	
Mechanical systems	Plumbing, water supply, and septic systems	a. leaks in faucets or valves	1	WE will repair or replace any faucets or valves that leak due to DEFICIENCIES in workmanship or materials.	
		b. DEFICIENCIES in plumbing fixtures, appliances, or trim fittings	1	WE will repair any fixture, appliance, or fitting which does not meet the manufacturer's standards.	
		c. noisy water pipes	1	Some noise in the water pipes is natural and comes from the flow of water and from the pipes expanding. If there is a pounding noise from improperly anchored pipes, WE will repair.	

Type of Material/ area of Home affected	Specific item or Work	DEFICIENCY	Years Covered	OUR Responsibility	YOUR Responsibility
		d. leaks in pipes		WE will repair any leaks in the drain, waste, vent or water pipes. Condensation on pipes is not the same as a leak, and is not a DEFICIENCY.	
		e. stopped up sewers, fixtures, and drains		WE will repair all sewers, fixtures, and drains that are clogged because of the defects in construction. WE are not responsible for any DEFICIENCY which is not construction related, including any failure of municipal systems.	If sewers, fixtures, and drains are clogged because of YOUR actions, then YOU will pay the cost of repairing them.
		f. water supply system does not deliver water		WE are responsible for connecting all on-site service to municipal water mains and to private water supplies. WE will repair problems caused by DEFICIENCIES in workmanship and materials. WE are not responsible for water quality. WE are not responsible for problems caused by conditions beyond OUR control.	
HVAC system		a. leaks in refrigerant lines		WE will repair all leaking refrigerant lines and will recharge the unit, unless YOU caused the damage.	
Refrigeration		a. inadequate air conditioning	1	Cooling system is designed to maintain an indoor temperature of 78 degrees. The temperature is measured in the center of each room at a height of 5 ft above the floor (under local out-door summer design conditions as specified in ASHRAE handbook). If the temperature outside is above 95 degrees F, cooling system must be able to maintain an inside temperature that is 15 degrees below the outside temperature. Federal, state, or local energy requirements take precedence. WE will repair the cooling system so that it provides the required temperature.	Balance dampers and registers and make other minor adjustments for change of seasons and maintain proper window treatment to optimize cooling capabilities. Maintain unit per manufacturer's specifications.
Condensation drain lines		a. clogged condensation drain lines		WE will provide clear condensation drain lines at closing. After this, YOU are responsible for keeping the condensation drain lines clear.	Condensation drain lines may clog, under normal use. YOU should keep these clear. Prior to using the cooling system each season, check condensation lines to ensure the drain lines are clear.
Air distribution system		a. ductwork makes ticking at crackling noises		The ductwork may make ticking and crackling noises when the metal in it expands from the heat and contracts from the cold. This condition is natural and is not a DEFICIENCY.	

Type of Material/ area of Home affected	Specific item or Work	DEFICIENCY	Years Covered	OUR Responsibility	YOUR Responsibility
Electrical system	Service and distribution	a. ground fault interrupters frequently trip (these are sensitive safety devices that are installed into the electrical system to protect from electrical shock)	1	Ground fault interrupters are sensitive and can be easily tripped. Normally, this is not indicative of a construction defect. WE will install ground fault interrupters to meet the electrical requirement. WE will correct the interrupters if the tripping is due to a defect in installation.	A tripped ground fault interrupter usually indicates an overloaded circuit or the connected appliance contains a faulty ground.
	Outlets, switches and fixtures	a. malfunction in electrical outlets, switches, and fixtures		WE will repair or replace all defective outlets, switches, or fixtures.	
	Service and distribution	a. electrical wiring does not carry its designed load for normal residential use	1	WE will repair any wiring that does not conform with approved local electrical requirements. WE are responsible for original installation only. WE are not responsible for problems caused by conditions beyond OUR control.	

This LIMITED WARRANTY is nontransferable. Any obligation under it terminates if the home is resold or shall cease to be occupied by the homeowner to whom it is originally issued.

This LIMITED WARRANTY shall be automatically voided in the event the original homeowner adds to or in any manner modifies any original items, makes any structural or other changes, including but not limited to penetrations or attachments to the exterior roof, or exterior walls, doorways or windows of the home or skylights.

Purchaser hereby acknowledges that they have examined the items covered by this LIMITED WARRANTY as fully as they desired, or have refused to examine same, and there is no implied warranty with regards to defects which an examination ought, in the circumstances, to have revealed to them.

OTHER THAN AS SPECIFICALLY SET FORTH HEREIN, WARRANTOR MAKES NO EXPRESS OR IMPLIED WARRANTY WHATSOEVER WITH RESPECT TO THE HOME AND ITEMS DESCRIBED HEREIN. INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR MERCHANTABILITY, HABITABILITY, QUALITY AND FITNESS. IN THE EVENT A COMPETENT COURT OF LAW DECIDES THAT THIS DISCLAIMER IS INEFFECTIVE, IN PART OR IN WHOLE, THE PARTIES AGREE THAT ANY ACTION BROUGHT UNDER IMPLIED WARRANTY MUST BE BROUGHT WITHIN A PERIOD OF ONE (1) YEAR FROM THE DATE OF CLOSING.

This LIMITED WARRANTY is the only expressed warranty given by the undersigned warrantor. This LIMITED WARRANTY gives you specific legal rights, and you may also have other rights under State Law.

Signature of Purchaser:

Print name: _____

Date: _____

Signature of Co-Purchaser:

Print name: _____

Date: _____

Address of Home: _____

Woodlands Bent Creek, LLC

By: _____

Date: _____