

STATEMENT OF NON-WARRANTED CONDITIONS

A house requires more maintenance and care than most products because it is made of many different components, each with its own special characteristics. The Buyer/Owner must understand that like other products made by humans, a house is NOT PERFECT. It will show some minor flaws and unavailable defects, and it may also require some adjustments and touching up.

As described in the Builders Limited Warranty of which this is made a part, the builder will correct certain defects that arise during defined time periods after construction is completed. Other conditions, including (but not limited to) those listed in this statement of non-warrantable conditions, are not covered under the builder's warranties. Items that are not covered by the builder's warranty may be covered by manufacturers' warranties. The Buyer/Owner should read these carefully and understand that the Buyer/Owner has not contracted for the builders to correct certain types of problems that may occur in the buyer's house. **These guidelines are intended to also alert the Buyer/Owner to certain types of maintenance** (a) that are the responsibility of the Buyer/Owner and (b) that could lead to problems if they are neglected. If the Buyer/Owner has any questions, he or she should ask the builder and consult an attorney before signing.

- 1. Concrete.** Concrete foundations, steps, walks, drives, and patios can develop cracks that do not affect the structural integrity of the building. These cracks are caused by characteristics of the concrete itself. No reasonable method of eliminating these cracks exists. This condition does not affect the strength of the building.
 - a. The use of any ammonia sulfate based product such as deicers or rock salt will be harmful to concrete, especially concrete less than a year old and is generally stated so on the package of all deicer on the market. The use of this type of product will nullified any warranty against spalling of concrete. (Spalling of concrete is the chipping or flaking of the concrete surface). No product that produces enough heat to melt ice is guaranteed, to NOT HARM THE SURFACE OF CONCRETE. Concrete experts recommend special sealants that may be applied. It is recommended that concrete sealants be applied AFTER the first year.
- 2. Masonry and Mortar.** Masonry and mortar can develop cracks from shrinkage of either the mortar or the brick. This condition is normal and is not a defect.
- 3. Wood.** Wood will sometimes check, 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 homeowner is responsible for any maintenance or repairs resulting from it.
- 4. Sheetrock and Drywall.** Sheetrock and drywall will sometimes develop nail pops or settlement cracks. Generally these nail pops and settlement cracks are a normal part of the drying out process and are not defects.
- 5. Floor Squeaks.** Much has been tried but that little can be done about floor squeaks. Generally, floor squeaks are not defects and will appear and disappear over time with changes in the weather and other phenomenon.
- 6. Floors.** Floors are not warranted for damage caused by neglect or the incidents of use. Wood, tile, and carpet all, require maintenance. Floor casters are recommended to prevent scratching or chipping of wood or tile, and stains should be cleaned from carpets, wood or tile immediately to prevent discoloration. Carpet has a tendency to loosen in damp weather and will stretch tight again in dryer weather.
- 7. Grout and Caulking.** Exterior and interior grout and caulking in bathtubs, shower stalls, and ceramic tile surfaces and the like will crack or bleed somewhat in the months after installation. These conditions are normal. Any maintenance or repairs resulting from them are the homeowner's responsibility. Grout should be sealed by the Buyer/Owner annually.
- 8. Bricks Discoloration.** Most bricks may discolor because of the elements, rain run-off, weathering, or bleaching. Efflorescence (the formation of salts on the surface of brick walls) may occur because of the passage of moisture through the wall. Efflorescence is a common occurrence, and the home owner can clean these areas as the phenomenon occurs.
- 9. Broken Glass.** Any broken glass or mirrors that are not noted by the Buyer/Owner on the final inspection are the responsibility of the Buyer/Owner.
- 10. Frozen Pipes.** The Buyer/Owner must take precautions to prevent freezing of pipes and sillcocks during cold weather, such as removing outside hose from sillcocks, leaving faucets with a slight drip, turning off the water system and winterization with antifreeze if the house is to be left for extended periods during cold weather.
- 11. Stained Wood.** All items that are stained will normally have an unavoidable variation of colors because of the different textures of the woods. Because of weather changes, doors that have panels will sometimes dry out and leave a small space of bare wood, which the home Buyer/Owner can easily touch up. These are normal conditions and are not defects.

12. Paint. Good quality paint has been used internally and externally on this home. Nevertheless, exterior paint can sometimes crack or check. The source of cracking or checking is most often something other than the paint. To avoid problems with the paint, the Buyer/Owner should avoid snow buildup, allowing lawn sprinkler to hit painted areas, washing down painted areas, and so on. The Buyer/Owner should also not scrub latex painted, inside walls and be careful of newly painted walls as they move furniture. The best paint will be stained or chipped if it is not cared for properly. Any defects in painting that are not noted at final inspection are the Buyer's/Owner's responsibility.

13. Cosmetic Items. The Buyer/Owner has not contracted with the builder to cover ordinary wear and tear or other occurrences subsequent to construction that affect the condition of features in the home. Chips, scratches, or mars in tile, woodwork, walls, porcelain, brick, mirrors, plumbing fixtures, marble and formica tops, lighting fixtures, kitchen and other appliances, doors, paneling, siding, screens, windows, carpet, vinyl floors, cabinets, and the like are non-warrantable conditions. The upkeep of any cosmetic aspect of the house is the Buyer's/Owner's responsibility.

14. Plumbing. Dripping faucets, toilet adjustments, and toilet seats are covered by the builder's warranty for a sixty (60) day period only. After that, they are the Buyer's/Owner's responsibility. If the plumbing is stopped up during the warranty period and the person servicing the plumbing finds foreign materials in the line, the Buyer/Owner will be billed for the call.

15. Alterations to Grading. The Buyer's/Owner's lot has been graded to ensure proper drainage away from the home. Should the Buyer/Owner want to change the drainage pattern because of landscaping, installation of patio or service walls, or other reasons, the Buyer/Owner should be sure to retain a proper drainage slope. The builder assumes no responsibility for the grading or subsequent flooding or stagnant pool formation if the established pattern is altered.

16. Lawn and Shrubs. The builder accepts no responsibility for the growth of grass or shrubs. Once the builder grades or seeds and/or sods, and fertilizes the yard, the Buyer/Owner must care for and water the plants, grass and plant ground cover and install protective retaining walls or other measures where necessary to prevent erosion. The builder will not regrade a yard, nor remove or replace any shrubs or trees, except for those provided by the builder which are noted as diseased at final inspection prior to occupancy.

17. Roof. During the first year the warranty on the buyer's roof is for workmanship and materials. After one year a warranty on the roof may be provided by the manufacturer for material only, prorated over the period of the lifetime use of the roof. Warranty claims for any defects in materials will be handled with the manufacture with the builder's assistance. The builder will not be responsible for any damages caused by walking on the roof or by installing a television antenna or other item on the roof or by extreme wind, stroke of lightning or other extreme weather.

18. Heating and Air-Conditioning. The Buyer's/Owners' source of heating and air-conditioning is covered by a manufacturer's warranty. The Buyer/Owner is responsible for making sure the filters are kept clean and changed on a thirty (30) days basis. Failure to do so may void the warranty. Having the equipment serviced or checks at least yearly is a good idea.

Disclaims. The builder disclaims and Buyer/Owner waives (unless otherwise expressly provided for in the Builder's Limited Warranty) all other warranties, express or implied, including but not limited to the warranties of good workmanship, habitability, merchantability, and fitness of purpose and any warranties that could be constructed to cover the presence of radon or other environmental pollutants. The only warranties the builder provides to the buyer are those expressly contained in the Builders Limited Warranty.

I acknowledge having read and understood and received a copy of the above statement of non-warrantable items. I understand and agree that this Builder's Warranty is limited and that the Builder is not responsible for conditions or claims not written in the terms of the Limited Warranty.

(Buyer/Owner)

(Builder)

(Buyer/Owner)

By _____

Date

Title

Date