



NEW HOME WARRANTY

I. PLOTE HOMES, LLC, hereinafter called the “Warrantor”, does hereby warrant, for a period of one year from the date of closing, TO WIT:

- A.** The above located **DWELLING HOUSE** to be free from structural defects that may result from faulty workmanship and/or defective materials furnished or installed by the Warrantor, its agents, subcontractors or suppliers which were not in any way modified by others.
- B.** The **BASEMENT** to be free of infiltration of free water through walls or floor, except when such infiltration is due to:
 - 1. Condensation, floods or improperly maintained window wells;
 - 2. Holes or openings placed in basement walls or floors by anyone other than the Warrantor or its authorized agents;
 - 3. Alteration of yard grades, drainage structure, slopes or swales by anyone other than the Warrantor or its authorized agents;

Where wet basement conditions covered by this warranty result from ineffective facilities for the disposal of surface or storm drainage water, the Warrantor is authorized to take such steps for corrective action as may, in its opinion, be necessary.

- C.** The **ROOF AND ROOF FLASHINGS** to be free of water leaks except:
 - 1. Those leaks which occur as the result of events or occurrences normally covered by “Homeowners” or “Fire and Extended Coverage” insurance, including but not limited to wind or storm damage to roofing materials, lightning strikes, falling objects or the weight of ice and snow.
- D.** The **PLUMBING SYSTEM** to be installed in accordance with accepted plumbing standards at the time of construction, and all supply and drain lines to be free of leaks and stoppages except:
 - 1. Stoppages that result from Homeowner(s) misuse or negligence, whether willful or otherwise.
- E.** The **HEATING SYSTEM** shall be capable of producing an inside temperature of 70 F, as measured in the center of each room at a height of 5 feet above the floor, under local outdoor winter design conditions as specified in the ASHRAE Handbook. Homeowner(s) is/are

responsible for minor adjustments such as balancing dampers and registers. All rooms will vary in temperatures by 3 to 4 degrees.

- F.** The **CENTRAL AIR CONDITIONING SYSTEM**, where applicable, the cooling system should be able to maintain a temperature of 78 F (measured 5 feet above the center of the floor) under local outdoor ASHRAE specifications. In the case of excessive outdoor temperature, a 15 degree difference is acceptable. Homeowner(s) is/are responsible for minor adjustments such as balancing dampers and registers. All rooms will vary in temperature by 3 to 4 degrees.
- G.** The **APPLIANCES** installed by the Warrantor shall be warranted in accordance with and limited to the manufacturers' warranty.

The Warrantor further warrants that it shall correct any defects or deficiencies in items covered by Paragraphs A through H above, provided the Homeowner(s), or their agents, shall not have altered, modified or removed any such item or part thereof.

- II.** The Warrantor does hereby specifically **EXCLUDE** the following items from coverage by this warranty:

- A. CONCRETE:** Cracking or scaling of the concrete flat work, which includes, but is not limited to sidewalks, patios, basement and garage floors, or the foundation walls.

By allowing salt to accumulate, you are subjecting the concrete to pitting and scaling. Keep all concrete free of salt, in any form.

1. **Cracks** - Cracks may develop in concrete surfaces due to expanding and contracting of the material as changes in temperature and settlement occur. Cracks in foundation walls, if any, will be repaired only during the warranty period, and only if infiltration of free water exists which is not caused by improper grading.
2. **Flaking** - The use of de-icing salts or chemicals can cause flaking of concrete surfaces and should be avoided. De-icing compounds picked up on the city streets due to normal winter driving and carried onto drives and garage floors may also cause flaking. Care in preventing the presence of standing water near the garage door and the occasional washing down of these areas in thaw periods will minimize this damage. The Warrantor shall not be responsible for the prevention or repair of such occurrences.
3. **Discoloration** - Temperature, humidity or slight variation in the material composition will very often affect the color of the surface. The final strength of the concrete is not affected.
4. **Repairs** - If any repairs are determined necessary, within the one year warranty period, the Warrantor cannot be held responsible for color and/or texture variation.

- B. MASONRY:**

1. Color, hardness and porosity of masonry materials are not warrantable.
2. Efflorescence, a white powdery substance, often forms on new brick surfaces. This crystallization can be removed with a brush and weak acid solution, with such actions being the responsibility of the Homeowner(s), after the one year warranty period.
3. Light colored bricks have a tendency, due to the materials of which they are composed, to turn a mottled green.. The extent of this action varies with the seasons of the year, and is not warrantable.

4. Non-uniformity of appearance of antique-type brick and cleaning of rockface brick is to be expected and is not warrantable.
5. Cracks which may appear in the mortar used for bonding bricks together may happen from time to time and are not warrantable.
6. Any repairs necessary by Warrantor, during the one year warranty period, may result in some color variations in mortar and brick (which are inherent to these products) and are not warrantable.

C. CONDENSATION & FROST: Caused by moisture-laden air striking (but not limited to) windows, walls, or floor surfaces on days of extreme temperature. Provision of suitable dehumidification devices is the best possible cure, and such shall be the responsibility of the Homeowner(s).

Frost may occur on interior surfaces such as window glass or frames, door knobs and frames, or on the face of the drywall itself during periods of extreme cold. The appearance of such conditions is NOT an indication of improper installation or insulation, but rather evidence of an excessive humidity level with the home. During such weather conditions, dialing down or shutting off the humidifier(s) is the best possible cure, and such shall be the responsibility of the Homeowner(s).

D. LUMBER & MILLWORK: The normal effects of settlement, expansion, contraction, or warping of materials that may occur in walls, floors, ceilings, doors, windows, casing & trim shall not be warrantable.

1. Structural wood members will shrink during the drying-out process of a new home. It is a natural characteristic of wood to continue to expand and contract with the changing humidity and /or temperature. Generally these will appear and disappear with changes in the weather conditions.
2. The joints of paneled doors, mitered casings, hardwood flooring, and solid paneling may open up. This condition will not affect the house structurally. Restoration is considered the Homeowner(s) maintenance.
3. Cedar siding of all types have inherent characteristics such as checking, cracking, color variations, and knot holes that are natural and are not warrantable.

E. SURFACES: Smudges in painted surfaces, mars in countertops, chipping of porcelain surfaces and tile, torn screens, cracked or broken glass in windows, mirrors, and light fixtures readily visible to the eye, and which are not noted for correction at the time of the final inspection by the Homeowner(s) before closing, are excluded from this Warranty.

1. **Resilient Flooring** - Normal walking and heavy furniture will cause most resilient floors on the market today to show indentation marks. Expansion and contraction of resilient materials may cause butt joints in flooring to show. These are characteristic of the material, and do not affect the quality of the floor. Discoloration in flooring may also occur from inherent characteristics or use of certain caustic agents when maintaining these floors and is considered Homeowner(s) maintenance.
2. **Hardwood Flooring** - All hardwood floors will be installed with the highest quality of hardwoods. Expansion and contraction, as well as movement of the wood subfloor may cause butt joints in flooring to show. Shrinkage is a common characteristic and is something we cannot control. The Warrantor agrees to fill in cracks in excess of 1/8 inch within the one year warranty period. The Warrantor cannot be responsible for color or surface variations. The Warrantor cannot be

responsible for any hardwoods installed per the Homeowner(s) request, close to or over concrete bases, in kitchens or bathrooms where moisture from concrete, appliances and/or sinks may cause damage.

3. **Grouting of Ceramic Tile** - Separation of tile from tub at the intersection of wall and floor, or where it is joined with other materials may result in loose tile from time to time. This is caused by the normal expansion and contraction of the materials involved, and restoration is considered Homeowners' maintenance.
 4. **Exterior Caulking** - Exterior caulking material will crack with time, and restoration is considered homeowners' maintenance.
 5. **Drywall** - Drywall cracks, nail pops or seams may show in a new home during its drying out process. Slight "imperfections" such as nail pops, seam lines and cracks are common in drywall installations. Warrantor agrees to repair only cracks exceeding 1/8" in width, one time only, during the one year warranty period. Warrantor will not repaint custom colors, wallpaper, or decorate walls or ceilings of any repaired areas.
 6. **Paint** - Color fastness under conditions of exposure to extreme sun and weather cannot always be maintained. checks, cracks and peeling are common items due to causes other than the paint or its application. Variations in wood grain will absorb the same stain differently, and these variances can neither be controlled or warranted.
 7. **Countertops** - Plastic laminate and/or cultured marble tops are used to cover certain kitchen and bath cabinets. These materials must be protected from scratches and cuts by sharp objects. Use only mild non-abrasive cleansers and water when cleaning. Do not place hot objects from stove onto these surfaces, as this will burn top. Scratches, burns, gouges, other than those listed on the final inspection before closing, are not warrantable.
- F. ELECTRICAL EQUIPMENT:** Warrantor agrees to conform to local, state, and national electrical code requirements. Warrantor agrees to repair or replace defective switches, fixtures and outlets within the one year warranty period.
- G. ASPHALT DRIVEWAYS:** When installed, "Blacktop" is subject to expansion cracks, indentations caused by sharp objects and surface damage due to spilled gas or oil, all of which are not warrantable. If repairs are necessary within the one year warranty period, they will be done in a patch-type process. Color variation and joint differences are inherent.
- H. FROZEN PIPES:** Frozen and/or burst pipes, as well as subsequent water damage resulting as a consequence of such events or occurrences, are considered an insurance matter, and shall not be warrantable.
- I. ICE DAMS:** Sudden freezing of any water standing in gutters may create the build of an ice dam. Subsequent melting on the roof side of this ice dam can cause leakage underneath the shingles and damage to the interior walls. It is also important that leaves, twigs, and other foreign matter be kept out of gutters and downspouts so as to not impede the normal flow of water. Inspection for and prevention of the above conditions is considered Homeowner(s) maintenance and shall not be warrantable.
- J. WASTE SYSTEM:** Warrantor shall not be responsible for system malfunctions which occur:

1. Through Homeowner(s) negligence or abuse, whether willful or otherwise.
 2. Through fault of or with the municipal system.
- K. WATER SYSTEM:** The Warrantor shall not be responsible for the quantity or quality of the water produced by the municipal system. If, during or after the one year warranty period, additional water supply is required by the Homeowner(s), or if filtration/treatment equipment is required for hardness, taste or odor, such equipment shall be installed at the expense of the Homeowner(s).
- L. PERSONAL PROPERTY:** Any items, furnishings, appliances, fixtures or systems incorporated into construction as a result of a direct agreement between Homeowner(s) and any subcontractor or supplier shall not be covered by this warranty, regardless of whether such Work was performed with the approval of or in the presence of the Warrantor.
- M. EXHAUST VENTS:** Any appliance or fixture including but not limited to clothes dryers, cooktops, kitchen exhaust hoods and bathroom exhaust fans, is subject to frost and water formation and /or air infiltration during extremely cold weather. The above conditions are not warrantable. Wall caps, located at the point where such exhaust ducts exit the building, shall be installed as per the manufacturers' recommendations with the repair/alteration of the same to provide a more air-tight seal NOT being warrantable.
- III.** The Warrantor shall have specific authority to take whatever corrective action is deemed appropriate to fulfill its obligations under this Warranty.
- IV.** Any actions taken by the Warrantor to correct defects covered by this Warranty shall NOT extend the initial warranty period beyond the specified one (1) year period.
- V.** The Warrantor shall assume no responsibility for any secondary or consequential damages caused by any defects.
- VI.** The undersigned do hereby acknowledge and agree to conform to the following warranty service procedures:
- A.** Within thirty (30) days after closing, WRITTEN notice will be mailed to the business address of the Warrantor, detailing any service covered by this Warranty.
 - B.** Within eleven (11) months after closing, and not later than the warranty expiration date shown above, a FINAL WRITTEN service request will be mailed to the business address of the Warrantor.
 - C.** THE HOMEOWNER(S) FAILURE TO PROVIDE NORMAL CARE AND/OR MAINTENANCE.
 - D.** THE USE OF CAUSTIC, CORROSIVE OR ABRASIVE MAINTENANCE MATERIALS.
 - E.** NORMAL CONTRACTION, EXPANSION, SETTLEMENT, AND NATURAL WEATHERING OF MATERIALS INCORPORATED INTO THE CONSTRUCTION.

- VIII.** This warranty is NON-TRANSFERABLE and terminates if the subject property is sold, leased or ceases to be occupied by the original purchaser to whom this Warranty was issued.
- IX.** The provisions of this Warranty shall not apply if there is any money owed to the Warrantor or the construction contractor, including extras, unless such money is covered by a property executed escrow agreement.
- X.** Where a separate contract exists between Homeowner(s) and a particular contractor covering any phase of construction, the Warrantor has no responsibility for warranty enforcement in the area of the separate contract.
- XI.** This Warranty is a limited warranty as defined by Federal Law.