

LIMITED WARRANTY

The warranties described in a. and b. below are referred to as the “Limited Warranty”.

- a. The Seller warrants its materials and workmanship to be of good quality for the ordinary and reasonable use of the Unit for a period of ONE YEAR following Substantial Completion.
- b. The Seller warrants that the Unit will be free from a Major Structural Defect for a period of TWO YEARS from the date of Substantial Completion. A “Major Structural Defect” is actual physical damage to the load-bearing components of the Unit caused by the failure of such component to the extent the Unit becomes unsafe or untenable. Such items include (i) foundation systems and footings, (ii) beams, (iii) girders, (iv) lintels, (v) columns, (vi) bearing walls or partitions (vii) floor systems, and (viii) roof framing systems.
- c. If a defect occurs in an item that is covered by the Limited Warranty, the Seller shall repair or replace the item or pay the cost of repairing or replacing the item.
- d. Consequential damages arising out of any defect covered by the Limited Warranty are expressly excluded. The Seller’s obligation hereunder is limited only to repair or replacement of a defect within the time periods set forth in sections a. and b. above.
- e. The following items are excluded from the Limited Warranty:
 - Defects in outbuildings, landscaping, boundary or retaining walls, fences or any other off-site improvements which are not part of the Unit.
 - After the first year, concrete floors of basements or of attached garages separate from the foundation or other structural components of the Unit.
 - Any damage to the Unit which is not a part of the plans or part of the Unit Purchase Price.
 - Any damage which is caused or made worse by the improper use by the Purchaser or Purchaser’s family, agents or invitees, or the negligence of Purchaser or any third parties including, without limiting the generality of the foregoing, the failure to comply with manufacturer’s warranties or the failure to give notice of the defects within a reasonable period of time.
 - Changes in the Unit made by any other builder, designer, engineer or contractor.
 - Normal wear and tear.
 - Loss caused by accidents, acts of God, vandalism or which is covered by Purchaser’s homeowner’s insurance policy.
 - Loss caused by soil movements or underground water tables.
 - Loss caused by insect damage.
 - Loss caused by failure of the Seller to complete the Unit due to Purchaser’s breach of this Agreement.

- Any loss caused due to the use of the Unit for nonresidential purposes.
- Any bodily injury or loss of personal property.
- Consequential damages.

THIS WARRANTY CONSTITUTES THE ONLY WARRANTY, EXPRESS OR IMPLIED, PROVIDED BY SELLER TO PURCHASER, AND SELLER DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, HABITABILITY AND FITNESS FOR A PARTICULAR PURPOSE, EACH OF WHICH WARRANTIES IS SPECIFICALLY EXCLUDED.

Substitution of Limited Warranty. Notwithstanding anything to the contrary set forth above, the Seller may substitute a homeowners warranty purchased by the Seller from a company regularly engaged in the business of insuring the quality of newly constructed homes for the benefit of the Purchaser provided: (i) the new warranty is of equal or longer duration than the Limited Warranty, (ii) the new warranty provides warranty coverage no less comprehensive than the Limited Warranty, (iii) the new warranty is underwritten by a company with a net worth equal or greater than that of the Seller, and (iv) the new warranty has no deductible or states no cost for the holder thereof to make a claim.