

**C B BURKHOLDER INC.
LIMITED WARRANTY**

BUYER _____

PROPERTY _____

1. ONE (1) YEAR COVERAGE

The Limited Warranty commences on the date of settlement, or the date of occupancy, whichever first occurs, and continues for a period of one (1) year from that date. This Limited Warranty is in affect only if Builder is in receipt of entire sales price.

2. COVERAGE PROVIDED

During the term of this Warranty, and subject to the terms and conditions listed herein the Builder warrants the home against defects in materials and workmanship in the following items:

- A. The Central Heating, Cooling, and Ventilation Systems and its Components.
- B. The Plumbing System and its Components.
- C. The Electrical System and its Components.
- D. Structural and Finish Components.
- E. Windows, Doors, and Hardware.
- F. The Roof and its Components.

All workmanship shall conform to the guidelines found in the publication *Residential Construction Performance Guidelines for Professional Builders and Remodelers, Third Edition*, National Association of Home Builders, 2005. If any item is not covered in that publication, standard industry practice shall govern.

3. REQUEST FOR WARRANTY SERVICE

An Owner with a Limited Warranty complaint shall submit a clear and specific written request to the Builder at the address shown on this Limited Warranty. Except for an emergency, no Limited Warranty work will be performed until complaint has been received in writing.

4. REMEDY

Upon receipt of a written complaint the Builder will within a reasonable time examine an alleged defect to determine if it is covered by this Limited Warranty. A defect covered by this Warranty will be repaired, replaced, or replaced with item of like kind at Builder's expense. Builder reserves the right to charge the Owner a reasonable sum per service call for any request not covered under this Limited Warranty. Any repair or replacement shall not extend the Warranty term. The total liability of This Warranty is limited and shall not exceed the purchase price of the home.

5. CONSEQUENTIAL DAMAGES

Limited Warranty coverage does not include consequential damage or inconvenience resulting from a defect.

6. NON-TRANSFERABLE

This Limited Warranty is non transferable and will terminate if property is abandoned.

7. EXCLUSIVE

This Limited Warranty shall not extend to include or be application to:

- A. Damages or losses resulting from accidents, civil commotion, acts of God or Nature

including but not limited to: windstorms, wind driven water, freezing, floods, sink holes, hail, lightning, fallen trees, earthquakes, explosions, fire, smoke, water escape, or changes in underground water tables

B. Any condition which does not result in actual physical damage to the home including but not limited to: uninhabitability or health risk due to presence or consequence of unacceptable levels of radon gas, formaldehyde, mold, carcinogenic substances or other pollutants and contaminants, or the presence of hazardous or toxic materials.

C. Coverage on appliances and items of equipment including but not limited to: water heaters, pumps, stoves, ranges, ovens, refrigerators, garbage disposals, dishwashers, washers and dryers, furnaces, air conditioning units, heat pumps, and other similar items is for one year or the manufacturer's written warranty period, whichever is less. Builder hereby assigns any and all manufacturer's warranties to Owner.

D. Any soil erosion/sedimentation or storm water control management systems that are approved by a governing jurisdiction.

E. Shrinkage cracks or movement in concrete foundation, basement walls and slab, and garage floors which are within the design performance criteria.

F. Normal and usual cracks, nail pops, twisting or movement in walls, ceilings, exterior and interior trim and finished items caused by drying, aging or shrinkage of building products.

G. Existence of a dry basement or loss or damage caused by or resulting from seepage of water. Dampness or condensation due to failure of the Owner to maintain adequate ventilation

H. Personal property damage or bodily injury or punitive damages.

I. Any defect, damages or loss which is caused or aggravated by negligence of Owner or anyone other than the Builder or his employees, agents or subcontractors.

Witness _____ Buyer _____ Date _____

Witness _____ Buyer _____ Date _____

Witness _____ Seller _____ Date _____

C B Burkholder Inc.
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