

NON-WARRANTY ITEMS DISCLOSURE

As stated in the terms of your purchase agreement, at the time of closing, your new home will be enrolled in the 2-10 Home Buyer's Warranty program. The Warranty Booklet and Certificate of Warranty Coverage you receive is your builder's warranty for your new home, please refer to it for complete coverage. However, this is a limited warranty and there are certain items that are not covered under warranty after closing or move-in whichever occurs first. **It is important to our company that all of our customers fully understand what is and what is not covered by the warranty, since both the buyer and builder will be strictly subject to the terms, conditions, and limitations of the 2-10 Home Buyers Warranty.** Please review the following list of items that are not covered under warranty; section viii of the 2-10 Home Buyers Warranty booklet covers all exclusions in full detail.

1. **Cosmetic items:** Chips, scratches, mars, tears, peeling, in /on tile, vinyl, brickwork, woodwork, walls, windows, doors, porcelain, marble, counter tops, cabinets, mirrors, fiberglass, plumbing fixtures, wallpaper, etc. are not covered after move-in or closing whichever occurs first. With regards to wall coverings, be sure to use exhaust fans in rooms with wall covering to avoid peeling. If peeling occurs, you may try to "re-tack" the paper with regular household glue. Also, broken door stops are not covered under warranty. This is considered a homeowner maintenance item and should be replaced by the homeowner. Over time, door knobs may become loose due to usage, this is considered to be a homeowner maintenance item as well. Simply tighten the door knob with a screw driver.
2. **Sheetrock and wood cracks:** Shrinkage can occur during the drying out process of your home. As your home settles and dries out hairline cracks, blisters and nail pops may occur on walls and ceilings (especially in corners). You may also see "cracking" in areas like the fireplace mantle or at the "beam" in vaulted ceilings. This is normal and should be expected. Simply caulk and use your touch up paint to correct.
3. **Wood:** Stained wood such as cabinets all have variances in wood grain. These variances cannot be controlled. There is no warranty from the builder on fencing or decks.
4. **Paint items:** Chips, cracks, and peels are common items due to causes other than paint or its application. Any additional painting or touch up not specifically noted on the Pre-Occupancy Inspection List are not covered under warranty. Touch up paint has been left for any touch up that may need to be done after moving in. There is no warranty against mildew or rotting (exterior areas require caulk and touch up as homeowner maintenance).
5. **Plumbing adjustments:** Dripping faucets and toilet adjustments are covered for material or workmanship deficiencies only during the first year. Leakage caused by worn or defective washers or seals are considered homeowner maintenance. Please note that the toilets installed are 1.6 gallon toilets. This is in accordance with the Federally mandated law passed in 1993, prohibiting the manufacturing of toilets that use more than 1.6 gallons of water per flush. Also, be aware that usage of bleach tablets in toilet tanks cause deterioration of the flush valve seal causing toilets to run continually. This is not covered under warranty. There is no warranty on water pressure.
6. **Flooring:** This is strictly a manufacturers warranty item. Inspect all flooring carefully during the Pre-Occupancy Walk-Through. Be sure to inspect all flooring thoroughly at the Pre-Occupancy inspection. Any cuts, tears, stains, fading, chips, scratches, discoloration, etc. that are not noted on the Pre-Occupancy Inspection List are not covered under warranty. Some noise may be heard when walking on the second floor of a two-story home. This is characteristic of multi-level homes. Carpet seams may be noticeable, especially in Berber carpets, this is not a defect.
7. **Windows:** Condensation or moisture on windows is not the fault of the windows. Condensation forms on windows when the temperature of the frames and glass drop below the dew point temperature as it relates to the humidity in your home. Be sure to keep window stools free of any moisture. Excessive moisture can cause wood to rot. There is no warranty against glass breakage.
8. **Heating and air conditioning system:** Condensation lines will clog under normal conditions. Continued operation of drain lines require homeowner maintenance. Be sure to replace your filter every thirty days and pour a minimum of 1 pint of household bleach in to the "white" water discharge line at least every 6 months. This will prevent algae build up in the a/c condensate line. Also, be sure to keep the condenser coil outside free of leaves, grass, or any other foreign matter. Clogged condensation lines are not covered under warranty.
9. **Drainage and Landscaping:** Maintenance of drainage pathways is a homeowner's responsibility. Alterations to grading or landscaping are not covered under warranty. Incomplete landscaping can wash out and cause erosion with one rainfall. Erosion is not covered under warranty. The only warranty for trees, shrubs, sod, plants, etc., is that they will be alive at the time of closing. It is a homeowner's responsibility to maintain landscaping. There is no warranty regarding the utility easements.
10. **Concrete items:** Concrete patios, walks, drives, decks, porches, stoops, steps, garage floors, foundations, etc. can develop cracks due to its character of expanding and contracting or that of the soil which it was laid. There is no known elimination of this condition. There is no warranty against color variations. There is absolutely no warranty on non-structural cracks in concrete.
11. **Asphalt:** Asphalt is specifically excluded from the warranty except that it has been installed substantially according to the plans and specifications.
12. **Sheet metal:** It is not abnormal for some water to stand in gutters. It is a homeowner's responsibility to keep gutters clean and free of debris to prevent leaks.
13. **Brick items:** Expect bricks to have some mortar stain. Repeated cleaning of bricks may damage the intended finish. Cracks and chips are common to the product and not a defect. Cracks in mortar are also normal. There is no warranty against this occurring. Also, note that lighter colored bricks are more apt to stain and that stains are not covered under warranty.
14. **Fences/decks:** There is no warranty from the builder on defects in fences or decks.
15. **Sewer/Septic Systems:** There is no warranty from the builder on these systems. Written warranties are provided by the installer in accordance with the codes and restrictions of the Mobile County Board of Health.
16. **Miscellaneous:** Damage caused by external causes such as, acts of God and/or nature, vandalism, fire, flood, homeowner negligence, etc. are not covered by warranty. Please note there is no warranty against roof, window, and door leaks, loss of siding, or other damage caused by severe weather conditions, such as, hurricanes, snow and ice build-up, high winds and driven rains. There is no warranty against any damage caused by dry rot, wet rot, soft rot, rotting of any kind and occurring from any cause, rust, corrosion, mold, mildew, etc.

I (We) have read the above mentioned items thoroughly, they have been explained to me(us), and I (we) completely understand that they are not covered under warranty. I(We) understand and accept that I(We) are receiving a limited home warranty with specified 1, 2, and 10 year time limitations. I(We) also understand that negligence of routine maintenance can void any applicable warranty coverage on all or part of the home.

HOME BUYER

DATE

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DATE