

**Builder's Limited One Year Warranty**

**ASPEN BUILDERS, INC.**  
**1633 Normandy Court, Suite B**  
**Lincoln, NE 68512**  
**423-6811 Office**  
**853-4926 Emergencies**

**Section 1 – Definition**

A. Buyer(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

B. Builder: \_\_\_\_\_ Aspen Builders, Inc.  
\_\_\_\_\_ 1633 Normandy Court, Suite B  
\_\_\_\_\_ Lincoln, NE 68512

C. Warranty Commencement Date: (Closing Date if no Move-in Early)

D. Home: \_\_\_\_\_  
\_\_\_\_\_

**The Builder is the warrantor under this Limited Warranty according to the following terms and conditions.**

## **Section 2 – Warranty Coverage**

A. **Term:** This Limited Warranty shall only cover warranted items specifically described herein for which a Request for Warranty Performance as described below is actually delivered to Aspen Builders, Inc. within one (1) year of the Commencement Date stated above.

B. **Parties Covered:** This Limited Warranty is extended by the Builder to the Buyer(s) named above, who is / are the initial owner(s) of the Home (said initial owner(s) of the Home during said one (1) year period hereinafter individually and collectively referred to as the "Owner") Unless specified in writing by the Builder, this Limited Warranty is not transferable to subsequent owner(s) of the Home.

C. **Items Covered:** The Builder warrants solely to the Owner, subject to the standards, Provision(s) and Exclusion(s) stated herein (specifically including but not limited to the Exclusion(s) contained in Section 3), that for the term of this Limited Warranty, as described above, the Home will be free of the following defects:

### **LANDSCAPING / EXCAVATION / BACKFILL**

**Provision:** Upon the request by Owner, the Builder will provide fill for excessively settled areas around foundation, utility trenches, or other filled areas **ONE (1) TIME ONLY** during the warranty period. No grading determination shall be made while there is frost or snow on the ground, or while the ground is saturated. Standing or ponding water shall not remain for more than twenty-four (24) hours in the immediate area of the house after a rain, except for unusually heavy rainfall, and except for swales, which drain other areas, and areas where sump pump discharges. Builder has option to fill dirt on city approach portion of driveway or any other suitable area as designated by Builder. The Owner shall be responsible for any trees, grass, shrubs, or lawn sprinkler systems affected by placement of such fill.

**Exclusion:** Builder assumes no responsibility for changes in the grading of the ground by anyone other than the Builder or his employees, agents or subcontractors; changes in the level of the underground water table which were not reasonably foreseeable at the time of construction of the Home; subsidence or soil movement which was not reasonably predictable through reasonable soil testing or other geological investigation at the time of construction, or for which compensation is otherwise provided by legislation or which is covered by other insurance or public funds to the extent that such compensation is paid by such other providers.

### **CONCRETE**

**Provision:** Floors – Cracks in the concrete floors in basement or garage shall be surface patched (or any other method of Builder's choice) if they exceed 3\16 inch in either horizontal or vertical displacement. Walls – Cracks in basement or foundation walls shall be surface patched (or any other method of Builder's choice) if they exceed 1/8 inch. Builder shall also repair smaller foundation cracks resulting in actual trickling of water. Except for basement floors and floors or portions of floors which have been specifically designed for drainage purposes, concrete floors in rooms designed for habitability shall not have pits, depressions or areas of unevenness exceeding ¼ inch within a 32 inch span. In addition to the other provisions hereof, filling is specifically acceptable for settlement, joints, cracks, chips and breakage.

**Exclusion:** Builder assumes no responsibility for driveways, walkways, patios, boundary walls, window well walls or floors, retaining walls, and bulkheads (except where boundary walls, retaining walls and bulkheads are necessary for the structural stability of a covered building); damage to or defects in concrete floors of basements. Standing water on stoops for a short period after a rainfall is not uncommon and is not covered by this Limited Warranty. Small shrinkage cracks are not unusual in concrete foundation walls and are not covered by this Limited Warranty. This Limited Warranty also specifically does not cover leaks caused by improper landscaping installed by the Owner, or failure by the Owner to maintain proper grades. Dampness of walls and floors may occur in new construction and is not covered by this Limited Warranty.

## WINDOW WELLS

**Window wells** are specifically not covered by this Limited Warranty.

## EXTERIOR WALLS AND TRIM

**Provision:** Builder will repair and/or caulk any cracks or joints in exterior wall surfaces to exclude the entry of water **ONE (1) TIME ONLY** during the warranty Term. It is the nature of caulking to shrink and must be maintained by Owner. All walls have slight variances on their finished surfaces, but walls should not bow more than ¼ inch out of line within any 32-inch horizontal or vertical span. Walls should not be more than ¼ inch out of plumb for any 32-inch vertical span. Siding tends to show slight bows in the walls due to crowned studs. This is a common occurrence and is not covered under this Limited Warranty. Cracks are not unusual in exterior stucco wall surfaces, but cracks should not exceed 1/8 inch in width. **ONE (1) TIME ONLY** during the term of this Limited Warranty the Builder shall repair any cracks exceeding 1/8 inch in width. Joints in molding, between molding and adjacent surfaces shall not result in open joints exceeding 1/8 inch in width. Joints between exterior trim elements, including siding and masonry, shall not result in open joints in excess of 3/8 inch. The exterior trim, masonry and siding shall be capable of performing its function to exclude the elements. Builder shall repair or replace delaminated veneer siding and separated joints as needed, unless caused by the Owner's neglect to maintain siding properly. The repaired area may not match in color and/or texture. For surfaces requiring paint, the Builder shall paint only the new materials, and the newly painted surfaces may not exactly match the original surface in color. Materials used for patching or filling of all exterior wall cracks are the sole determination of the Builder. Builder is not responsible for minor color variations in patching or filling materials. If paint or stain is defective, Builder will properly prepare and refinish affected areas, matching color as close as possible.

**Exclusion:** Where finish deterioration affects the majority of the wall area, the whole area will be refinished. Varnish type finishes used on the exterior will deteriorate rapidly and are not covered by the Limited Warranty. Defects which are the result of characteristics common to the materials used such as (but not limited to) fading, chalking, peeling, and checking of paint due to sunlight, and cracking due to drying and curing of stucco are not covered by this Limited Warranty. Paints applied over raw woods such as rough cedar may bleed allowing characteristics of the wood to show through. This is common and the Builder will take no steps to correct this.

## ROOF AND FLASHING

**Provision:** Roofs and flashing shall not leak under normally anticipated conditions. Verified roof or flashing leaks not caused by ice build-up or the actions or negligence of the Owner or any other party shall be repaired.

## WINDOWS

**Provision:** Builder will adjust or correct open cracks, poorly fitted windows, or poorly fitted weather-stripping, which result in the entry of water. It may be necessary for the Owner to have storm windows installed (at Owner's expense) as an alternative in high wind areas.

**Exclusion:** Windows will collect condensation on interior surfaces when extreme temperature differences and high humidity levels are present. Condensation is usually the result of climactic/humidity conditions and, unless attributed to faulty installation, is a condition beyond the Builder's control. There shall be no corrective action taken for condensation. Some air infiltration is normally noticeable around windows, especially during high winds and is not covered by this Limited Warranty. Cracks in glass will be corrected only if noted at the time of the pre-closing walkthrough inspection prior to Warranty commencement date.

## DOORS

**Provision:** Exterior doors will warp to some degree due to temperature differential on inside and outside faces. However, they should not warp to the extent they become inoperable or cease to be weather resistant or exceed National Woodwork Manufacturers Association Standards of ¼ inch measured diagonally from corner to corner. Builder will correct or replace or refinish defective door to match existing door as closely as practical. However, Builder is not responsible for exact match, discontinued supplies, wood grain, stain or paint finishes.

Interior doors (full opening) shall not warp in excess of 3/8 inch measured diagonally from corner to corner, and defective doors will be corrected or replaced provided the proper levels of humidity have maintained in the Home. Builder will correct or replace or refinish defective doors **ONE (1) TIME ONLY** during the term of the Limited Warranty. However, Builder is not responsible for discontinued supplies, exact match of stain or paint finishes, or match wood grain. Insert panels in doors may shrink showing raw wood along edges. Builder will refinish defective area or replace door where panel shrinkage exceeds 1/16 inch. Builder will repair split door panels that allow light to be visible or allow the weather to get through the panels **ONE (1) TIME ONLY** during the term of this Limited Warranty. Builder is not responsible for exact match of fillers, stain or paint finishes.

Some air infiltration is normally noticeable around doors, especially during high winds, and is not covered by this Limited Warranty. Poorly fitted weather-stripping which results in the entry of water shall be adjusted or replaced. Unless provided by Builder in contract, Owner may need to provide (at owner's expense) storm doors as a deterrent to high winds.

Garage doors shall be installed as recommended by the manufacturer. Some entrance of the elements can be expected under abnormal conditions and are not covered by this Limited Warranty.

## DRYWALL CEILINGS AND WALLS

**Provision:** Drywall or sheetrock will sometimes develop settling cracks. These settling cracks are a normal part of the drying out process of the Home. If the Owner requests, the Builder will repair Drywall cracks exceeding 1/8 inch in width **ONE (1) TIME ONLY** during the Warranty Term. Builder is not responsible for variations in color or texture.

**Exclusion:** Slight imperfections, such as nail pops, seam lines and cracks not exceeding 1/8 inch in width, are common in gypsum wallboard installations and are not covered by this Limited Warranty. These items can easily be corrected by Owner spackling during normal redecorating.

## INTERIOR PAINTING AND FINISHES

**Provision:** Builder shall repair interior painted surfaces that are not sufficiently applied to visually cover the surface. Scratches, gouges, etc. are covered only to the time of the pre-closing walkthrough inspection prior to closing or occupancy.

Natural finishes on interior woodwork shall not deteriorate during the term of this Limited Warranty. Builder shall retouch affected areas of natural finish interior woodwork only. Builder is not responsible for variations in color.

## CERAMIC TILE GROUT

**Provision:** Builder shall repair cracks in ceramic tile grouting **ONE (1) TIME ONLY** during the Warranty Term. Material used to repair cracked grout is determined by the Builder or Builder's repair representatives. Cracked tiles of which the Builder has been notified by the Owner in writing prior to the Commencement Date shall not be repaired. Loose tiles shall be resecured unless the defects were caused by the action or negligence of the Owner or any other party. Notwithstanding the foregoing, Builder shall specifically not be responsible for discontinued patterns or color variations in ceramic tile or tile grout or grout patching materials.

**Exclusion:** Builder is not responsible for color variations or discontinued grout color. Regrouting and caulking of these cracks in grouting is an ongoing maintenance responsibility of the Owner for the life of the Home. Builder is not responsible for tile showers and floor pans that have cracked, leaked or broken because this can occur from natural shifting of a home.

## SPECIAL COATINGS

**Provision:** Delaminated countertops shall be repaired or replaced. Notwithstanding the foregoing, Builder shall specifically not be responsible for chips and/or cracks for which the Builder is first given notice by the Owner after the pre-closing walkthrough inspection.

**Exclusion:** Chips, scratches, or mars in tile, woodwork, walls, porcelain, brick, mirrors, plumbing fixtures, marble, Formica, lighting fixtures, appliances, doors, paneling siding, screens, windows, carpet, vinyl floors, cabinets, and upkeep of any cosmetic aspect of the Home are the Owner's responsibility and are specifically not covered by this Limited Warranty.

## RESILIENT FLOORING

**Provision:** Builder shall repair nail pops in vinyl flooring that break the surface. Ridges in vinyl flooring that exceed 1/8 inch shall be repaired. The ridge or depression measurement is taken at the gap created at one end of a six-inch straightedge placed over the depression or ridge with three inches of the straightedge on one side of the depression, held tightly to the floor. Builder shall take corrective action as necessary to bring the defect within the standards of this Limited Warranty. Gaps in seams exceeding 1/16 inch shall be repaired. Nail pops, which have broken the surface of any resilient flooring, shall be corrected. Any resilient flooring that lifts, bubbles or becomes unglued shall be repaired or replaced, at Builders option, with similar material. Builder shall specifically not be responsible for discontinued patterns or color variations in the floor covering.

**Exclusion:** The Builder shall not be responsible for discontinued patterns or color variations in the floor covering or for problems caused by Owner neglect or abuse.

## WOOD FLOORS

**Provision:** Visible gaps in wood floors shall not exceed 1/8 inch. Builder shall repair gaps in wood floors over 1/8 inch. Material used to repair gaps shall be determined by Builder. Builder shall specifically not be responsible for color variations in wood or wood filler that is used.

**Exclusion:** Visible gaps in wood floors are common due to changes in air temperature and humidity. It shall be the Owner's responsibility to regulate air temperature and humidity in wood floor areas. Manufactured wood floors are not covered under the Builder's Warranty, they are covered under the manufacturer's warranty.

## CARPETING

**Provision:** Visible gaps in backing shall not exceed 1/8 inch.

**Exclusion:** Carpet seams will show and are not covered by this Limited Warranty. Carpet stains, discoloration or wear and tear are specifically not covered by this Limited Warranty. Carpet has a tendency to loosen in damp weather and will stretch tight again in dryer weather. This stretching from normal wear and tear may create ridges or rolls in the carpet and are specifically not covered by this Limited Warranty.

## FIREPLACE

**Provision:** Builder will correct as required if the problem is due to faulty workmanship, installation, design or construction of fireplace. The Builder shall determine the cause of any malfunction and shall be responsible for correction only if the problem is one of faulty workmanship, installation, design or construction of the fireplace. The Builder's responsibility is to weatherproof as tightly as possible during construction and otherwise install fireplace according to the manufacturer's instructions. Newly built fireplaces will often incur slight amounts of separation, but separation shall not be in excess of 1/2 inch from the main structure in any ten (10) foot vertical span. Caulking is specifically acceptable for any such repair. Builder is not responsible for variations in color of caulking or any other patching or filler materials.

**Exclusion:** It is normal to expect that high winds can cause temporary negative draft situations in the fireplace. Some homes may need to have a window opened slightly to create an effective draft, and those conditions are not covered by this Limited Warranty.

## **ELECTRICAL CIRCUITRY, SWITCHES, FIXTURES AND OUTLETS**

**Provision:** Electrical circuitry shall conform to local, state or approved national electrical code requirements, and breakers shall not kick out under normal usage conditions. All electrical switches, fixtures and outlets shall operate as intended.

**Exclusion:** Air drafts through or around switches, outlets or fixtures are specifically not covered by this Limited Warranty. Light bulbs are specifically not covered by this Limited Warranty.

## **GFI BREAKERS**

Ground Fault Interrupter breakers are used in compliance with local and national electrical codes.

**Exclusion:** Tripping of these devices is to be expected and is not covered unless it is due to a construction defect.

## **GENERAL PLUMBING**

**Provision:** Builder shall correct to eliminate “water hammer” in the water pipe system, but there will be some noise emitting from the water pipe system due to the flow of water and pipe expansion, and this is not covered by this Limited Warranty. Drain, waste and vent, and water pipes shall be adequately protected as required by applicable building codes during normal anticipated cold weather and as defined in accordance with ASHREA design temperature, to prevent freezing and bursting. If pipes burst, Builder shall correct situations not meeting the code to prevent pipes from re-freezing but it is the Owner’s responsibility to drain or otherwise protect lines and exterior faucets exposed to freezing temperature. If any failure in the on-site service connections to the water main is the result of defective workmanship or materials, the Builder shall repair the failure.

**Exclusion:** Owner must take precautions to prevent freezing of pipes and sillcocks during cold weather. Precautions the Owner could take are removing exterior hoses from sillcocks, leaving interior faucets with a slight dripping of water, and turning off the main water system and emptying the lines if the house is being left vacant for long periods of time during cold weather. Builder shall repair any defective construction in sewers, fixtures and drains located on the property sold, but is specifically not responsible for clogging which is caused by negligence of the Owner or any other party. There shall be no leaks of any kind in any soil, waste, vent or water pipe. Faucets and valves shall not leak, except for any leaking caused by actions of the Owner or third parties. Builder will not be responsible for broken sillcocks and frozen pipes unless due to faulty workmanship or installation. Builder is not responsible for any conditions beyond the Builder’s control which disrupt or eliminate sources of the supply and specifically not covered by this Limited Warranty. If the plumbing is stopped up or clogged during the Limited Warranty Term and the person servicing the plumbing discovers foreign materials in the line, the Builder assumes no responsibility and the Owner assumes all related charges. Condensation on piping does not constitute a leak and is specifically not covered by this Limited Warranty.

## INTERIOR CARPENTRY

**Provision:** Builder will repair joints in moldings or joints between moldings and adjacent surfaces that exceed 1/8 inch in width. Materials used as joint filler is Builder's determination. Cracks shall not develop between hardwood or parquet-type floorboards in excess of 1/8 inch, and repairs may specifically be made by filling or replacing at Builder's option. Gaps between cabinets and ceilings or walls shall not exceed ¼ inch in width.

**Exclusion:** "Cupping", bowing or arching of hardwood floors is a condition that is caused by the amount of moisture in the Home and cannot be controlled by the Builder. "Cupping", bowing or arching of hardwood flooring is specifically not covered by this Limited Warranty. Builder is not responsible for variations in color of stains, finishes or fillers.

## ROUGH CARPENTRY

After extensively researching the subject, experts have concluded that much has been tried but that little can be done about floor squeaks. Generally, floor squeaks will appear and disappear over time with changes in the weather.

**Provision:** Floors should not have more than ¼ inch ridge or depression within any 32 inch span when measured parallel to the joists. Floor and ceiling joists deflection shall comply with the approved local building code.

**Exclusion:** Floor squeaks are not covered by this Limited Warranty.

## HEATING AND COOLING SYSTEMS AND DUCTWORK

**Provision:** The heating system shall be capable of producing an inside temperature of 70 degrees Fahrenheit, as measured in the center of each room at a height of five (5) feet above the floor, under local outdoor winter design conditions as specified in the ASHREA handbook. Builder shall repair leaking refrigerant lines and recharge the unit, unless damage was caused by the Owner or another party. All separated or unattached ductwork shall be reattached and resecured. When metal is heated it expands and when cooled it contracts; the result is "ticking" or "crackling" which is generally to be expected. When air conditioning is provided, the cooling system shall be capable of maintaining a temperature of 78 degrees Fahrenheit, as measured in the center of each room at a height of five (5) feet above the floor, under local outdoor summer outdoor design conditions as specified in the ASHREA handbook. In case of outside temperatures exceeding 95 degrees Fahrenheit, the system shall be capable of maintaining a differential of 15 degrees Fahrenheit from the outside temperature.

## ATTIC VENTILATION

**Provision:** Attic ventilation shall satisfy all requirements of the local building code.

**Exclusion:** Builder shall specifically not be responsible for any Owner alterations to the original system.

## GUTTERING

**Provision:** When gutters are unobstructed by debris, the water level shall not exceed one (1) inch in depth, although water may stand in certain sections of the guttering immediately after rainfall.

**Exclusion:** Gutters may overflow during heavy rain and it is the Owner's responsibility to keep gutters and downspouts free of leaves and debris, which may cause overflow. The Builder assumes no responsibility for these overflow conditions.

### **Section 3 – Non-Warranted Conditions**

**A. Warranty limited to Items in Section 2:** This Limited Warranty covers only those items specifically described in Section 2 above. **THERE ARE NO EXPRESS WARRANTIES COVERING THE HOME OR THE PROPERTY ON WHICH IT IS LOCATED EXCEPT AS SPECIFICALLY PROVIDED HEREIN, AND TO THE FULLEST EXTENT PERMITTED BY LAW THE BUILDER SHALL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES RELATING TO OR RESULTING FROM ANY DAMAGE TO OR DEFECT IN SAID HOME OR THE PROPERTY ON WHICH IT IS LOCATED. HOWEVER, NOTHING CONTAINED HEREIN SHALL LIMIT ANY OF THE OWNER'S RIGHTS BY VIRTUE OF APPLICABLE FEDERAL OR STATE LAWS. (SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.) THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. NOTHING CONTAINED HEREIN SHALL LIMIT ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE THAT MAY APPLY TO THIS TRANSACTION.**

**B. Specific Description of certain Non-Warranted Items:** This Section 3 is designed to help the Owner better understand some of the changes and maintenance items that may occur in the Home during the first year or so of occupancy, and also to more specifically describe and explain certain items which are NOT covered by this Limited Warranty. Failure to include any item in this Section 3, or to specifically exclude any item that is not actually covered by this Limited Warranty, shall not create any presumption or implication whatever that the item is covered by this Limited Warranty.

**C. General Comments:** The Home will require more maintenance and care than most products, since it is made up of many different components, each with their/its own special characteristics. Furthermore, like other products made by humans a house is not perfect. The Home will show some minor flaw and unforeseeable defects, and it may require some adjustments and touching up.

**D. Manufacturers' Warranties:** Certain items that are not covered by this Limited Warranty may be covered by manufacturers' warranties. Those manufacturers' warranties are listed in Section 4 of this Limited Warranty. Any rights of the Owner under those warranties are only provided by the manufacturers, and **BUILDER DOES NOT ASSUME ANY OF THE OBLIGATIONS UNDER THOSE MANUFACTURERS' WARRANTIES.**

**E. Specific Non-Warranted Conditions:** In addition to all of the other limitations on the coverage of this Limited Warranty, the following items are specifically not covered.

1. Any change in the drainage pattern of the lot due to landscaping, installation of patio or service walks, or other reasons, should be done in a manner, which will retain proper drainage slope. Builder assumes no responsibility whatsoever for the grading or stagnant pool formation if the established pattern is altered.

2. Concrete foundations, walks, drives, patios, etc.; can develop hairline cracks not affecting the structural integrity of the Home. There is no known method of eliminating this condition, which is caused by characteristics of expansion and contraction. It does not affect the strength of the Home and is not a condition covered by this Limited Warranty. Only cracks specifically described in Section 2 shall be warranted.

3. Masonry and mortar can develop cracks due to shrinkage in either the mortar or brick. This is normal and should not be considered a defect. It is not covered by this Limited Warranty except as specifically described in Section 2.

4. During prolonged cold spells, ice build-up is likely to occur at the eaves and valleys of the roof. This condition occurs when snow and ice accumulate and gutters and down spouts freeze up. Prevention of ice build-up is specifically not warranted. Leaks as a result of ice build-up are also specifically not warranted.

5. Attic vents and/or louvers must be provided in order to properly ventilate the Home. Leaks due to snow or rain driven into the attic through louvers or vents are not covered by this Limited Warranty.

6. The manufacturer's warranty on your roof covers materials only, and does not cover the cost of labor. Limited Warranty claims for any defects in materials will be handled with the manufacturer. The Builder shall specifically not be responsible for any damages caused by walking on the roof or installing a TV antenna or other appliance on a roof.

7. Any damage or defects resulting from acts of God are not warranted and should be handled through the Owner's hazard insurance carrier.

8. (A) Most bricks will discolor due to the elements, rain run-off, weathering or bleaching. The color of bricks is specifically not warranted.

(B) Heat from fire will alter the color and finish of fireplace bricks, which are specifically not warranted.

(C) Heat and flames from "roaring" fires will cause cracking of fire bricks and mortar joints. These cracks are specifically not warranted.

9. Exterior and interior caulking, and caulking in bathtubs and shower stalls and ceramic tile surfaces will crack or bleed somewhat in the months after installation. This is normal and is not warranted except as specifically described in Section 2. Caulk and grout are also specifically not warranted

10. Wood will sometimes crack or "spread apart" due to the drying process. This is most often caused by the heat inside the Home or the exposure to the sun on the outside. This is normal and is considered a maintenance item to be cared for by the Owner, and is specifically not warranted.

11. There is no way to eliminate all floor squeaks, which are specifically not warranted. Generally floor squeaks will appear and disappear over time with changes in weather.

12. Windows will collect condensation on interior surfaces when extreme temperature differences and high humidity levels are present. Condensation is usually the result of climatic/humidity conditions created by the Owner within the Home. Unless directly attributed to faulty installation, window condensation is a result of a condition beyond the Builder's control and is specifically not warranted. Window "chatter" associated with wind conditions is normal and is also specifically not warranted

13. Broken glass or mirrors which are not noted on the pre-closing walkthrough inspection form prior to the closing of the sale of the Home will not be warranted.

14. Drywall (sheetrock) will sometimes develop nail pops or settlement cracks. This is a normal part of the drying-out process and an item that can easily be handled by the Owner with spackling during normal redecorating. Except as specifically provided in Section 2, sheetrock cracks, nail pops, seams, joints, corners, etc., are specifically not warranted.

15. Even the best quality paint, particularly exterior paint, can crack, chip or peel. This does not indicate a defect in the paint or application but is most often caused by other sources, such as allowing lawn sprinklers to hit painted areas, washing down painted areas, etc. Inside, do not scrub latex-painted walls, and be aware of the newly painted walls as you are moving furniture. The best paint will be stained or chipped if it is not cared for properly. Any defects with interior painting and/or staining that are not noted at the pre-closing walkthrough inspection are not covered by this Limited Warranty. No painting is covered by this Limited Warranty except as specifically provided in Section 2.

16. Mildew or fungus can form on a painted surface if the structure is subject to abnormal exposures, such as excessive rainfall or moisture. Mildew or fungus formation is a condition that cannot be controlled by the Builder and is an Owner maintenance item.

17. All items that are stained will have color variation, due to the different textures of woods. Doors that have panels will sometimes dry out and leave a crack of bare wood. This is due to weather changes and other conditions, and neither color variations nor shrinkage cracks are warranted except as specifically provided in Section 2.

18. If the plumbing is "stopped up" during the term of this Limited Warranty and the person servicing the plumbing on behalf of the Builder finds foreign material in the line, the Owner will be billed for the service call.

19. The Owner must take precaution to prevent freezing during severe cold weather, such as removing outside hoses from sillcocks, leaving faucets with a slight drip, and turning off the water system if the house is to be left for extended periods during cold weather. Except as stated in Section 2, frozen pipes are not warranted. Under no circumstances are sillcocks warranted.

20. The heating and air conditioning system is covered by a manufacturer's warranty. It is the Owner's responsibility to make sure that filters are kept clean and changed on a thirty (30) day basis. Failure to do so may void that Limited Warranty. It is also good policy to have the equipment serviced or checked at least once a year.

21. Air conditioner condensation lines will clog eventually under normal use. This is an Owner maintenance item. The Builder shall provide unobstructed condensation lines at the time of first occupancy only.

22. When metal is heated it expands, and when cooled it contracts. The result is “ticking” or “crackling” within the ductwork, which is generally to be expected. Except as stated in Section 2 , ductwork is not warranted.

23. Ground fault interrupters are sensitive safety devices installed into the electrical system to provide protection against electrical shock. The Builder has installed ground fault interrupter circuits in accordance with approved electrical codes. Tripping is to be expected and is not a warranty item. Service calls to reset tripped breakers will be billed to the Owner.

24. Electrical junction boxes on exterior walls may produce air flow whereby the cold air can be drawn through the outlet into the room. The problem is normal in new home construction and is not warranted.

25. The floors are not warranted for damage caused by neglect or the incidents of use. Wood, tile, marble, linoleum and carpet all require maintenance. Floor casters are recommended to prevent scratching or chipping of wood, tile or marble. The Owner should clean stains from carpet or wood or tile or marble immediately to prevent discoloration. Carpet has a tendency to loosen in damp weather and stretch tight again in dryer weather. Any floor covering deficiencies that are not noted on the pre-closing walkthrough inspection prior to the closing are not warranted.

26. Exposure to light may cause spots and/or fading on carpets. These conditions are not warranted.

27. Floor panels will shrink and expand, and may expose unpainted surfaces. This is normal and not warranted.

28. The upkeep of cosmetic aspects of the Home is the Owner’s responsibility. The Builder has not agreed to cover ordinary wear and tear, or other occurrences subsequent to construction that affects the condition of features in the Home. Chips, scratches or mars in tile, woodwork, walls, porcelain, brick, mirrors, plumbing fixtures, marble, Formica, lighting fixtures, kitchen and other appliances, doors, paneling, siding, screens, windows, carpets, vinyl floors, cabinets, etc. which are not recognized and noted at the pre-closing walkthrough inspection are not covered by this Limited Warranty.

29. Countertops: Laminate countertop seams are not waterproof and therefore repeated exposure to standing water will cause delaminating of the surface and swelling of the wood underneath the laminate. Also, constant or extreme heat will cause seam delaminating (i.e. coffee pots, crock pots, etc.). These are conditions that cannot be controlled by the Builder and is an Owner maintenance issue and not covered by the Builder or the Warranty.

30. The Builder accepts no responsibility for the growth of grass or shrubs or trees. Once the Builder grades, seeds, or sods the property, it is the responsibility of the Owner to water and maintain the lawn and plants. The Builder will not regrade the yard, nor remove or replace any shrubs or trees or sod except for those, which are noted as diseased at the pre-closing walkthrough inspection. Under no circumstances is sod a warranted item.

31. Chips and cracks on surfaces of bathtubs, sinks, etc., can occur when the surface is hit with sharp or heavy objects. The Builder shall not be responsible for repair of such damages unless the damage was reported to the Builder at the time of the pre-closing walkthrough inspection of the Home prior to the closing.

32. The Builder does not warrant, and shall not be responsible for repairing, replacing, or correcting, any outside concrete flat work (including but not limited to driveways, walks, and patios) against cracking, flaking, scaling, spalling, pitting, discoloration, expanding, shrinking, settling or any other problems whatsoever. With respect to all other concrete, except as specifically described in Section 2 Builder specifically does not warrant and shall not be responsible for repairing, replacing or correcting any minor cracking, flaking, scaling, spalling, pitting, discoloration, expanding, shrinking, settling or other problems. The Owner acknowledges that weather conditions, salt and other chemicals can have an adverse effect on concrete and that Owner shall be solely responsible for the proper maintenance of all concrete (specifically including but not limited to any concrete, driveway, patio and walks).

33. Builder does not warrant, and shall not be responsible for, any work performed or material supplied in accordance with any plans or specifications supplied, prepared or requested by Owner, or by anyone on behalf of Owner, or for any defects caused or made worse by the negligence, improper maintenance or other action by Owner or anyone else other than Builder or Builder's employees, agents and contractors.

34. Defects in outbuilding including detached garages and detached carports, (except outbuildings which contain the plumbing, electrical, heating, cooling or ventilation systems serving the home) swimming pools and other recreational facilities; fences; landscaping (including sodding, seeding, shrubs, trees, and plantings); sprinkler systems; or any other improvements not a part of the Home.

35. Damage to real property, which is not part of the Home.

36. Bodily or personal injury, damage to personal property, or damage to any property of others.

37. Any loss or damage which the Owner has not taken appropriate action to minimize as soon as possible.

38. Any defect in, or caused by material or work supplied to anyone other than the Builder or his employees, agents or subcontractors.

39. Loss of use, loss of opportunity, loss of market value, loss of rental value or any other similar consequential loss.

40. Defects in any property which was not included in the original Home delivered for the original sales price.

41. Consequential, incidental or secondary damages.

42. Any damage to the extent it is caused or made worse by:

A. Negligence, improper maintenance or improper operation by anyone other than Builder or employees of, agents or subcontractors.

- B. Failure by the Owner to give prompt and proper notice to the Builder of defects.
- C. Loss or damage not caused by a defect in the construction of the Home by the Builder, or his employees, agents or subcontractors.
- D. Loss or damage externally caused including but not limited to Acts of God, riot or civil commotion, fire, explosion, smoke, water, hail, lightning, fallen trees or other objects, aircraft, vehicles, flood, rising water, mud slides, earthquakes, volcanic eruption, abuse or use of the Home, or any part thereof, or by any other external cause;
- E. Presence of or damage from insects, birds, or rodents.
- F. Any loss or damage which arises while the Home is being used primarily for nonresidential purposes.
- G. Any condition which does not result in actual physical damage to the Home.
- H. Cost of shelter, transportation, food, moving, storage, or other incidental expenses related to relocation during repair or any other costs due to loss of use.
- I. Any claim reported after unreasonable delay.
- J. Normal wear and tear and deterioration;
- K. Failure of Builder to complete construction;
- L. Dampness or condensation due to the failure of the Owner to maintain adequate ventilation;
- M. Failure by the Owner or by anyone other than the Builder or employees, agents, or subcontractors, to comply with the warranty requirements of manufacturers of appliances, equipment or fixtures.

## **Section 4 – Manufacturer’s Warranties**

A. Registration Forms: The initial Owner will be given the appropriate forms to register the items listed below for the manufacturers’ warranties. It shall be solely the Owner’s responsibility to make those registrations. The only warranty on those items is the manufacturer’s warranty and the Builder is in no way responsible for their performance or for any condition beyond the manufacturer’s warranty.

B. Items Covered By Manufacturers’ Warranties: The following items are covered by manufacturers’ warranties:

1. Dishwasher;
2. Trash Compactor;
3. Ovens, Cooktops and/or Microwave;
4. Kitchen Vent Fan;
5. Light Fixtures/Ceiling Fans;
6. Central Air Conditioner;
7. Furnace;
8. Water Heater;
9. Central Vacuum;
10. Garage Door Opener;
11. Intercoms; and
12. All other manufactured items installed in home that carry a Manufacturer’s Warranty.

## **Section 5 – Procedure For Warranty Performance**

Procedures relating to the performance under the warranty by Builder, and all requests for warranty service by Owner shall be as follows:

- A. A written request must be provided to the Builder detailing the nature of the problem covered by this warranty. The Builder will proceed to repair the defect in a timely fashion.
- B. If the defect is an emergency, the Owner will contact the Builder immediately, and steps will be taken to facilitate the problem. Problems of this nature may be repaired temporarily until such time a more permanent repair can be made.

## **Section 6 – Miscellaneous**

- A. Repairs required under this Limited Warranty shall be performed in the manner, and using such materials, and methods, as shall be considered advisable by the Builder.
- B. Repairs shall be finished or touched up to match surrounding areas as closely as practicable. However, exact match cannot be guaranteed.
- C. Notwithstanding anything else contained herein, for any problem covered by this Limited Warranty, the Builder in its sole discretion may repair, replace, or pay the Owner the reasonable cost of repairing or replacing the defective item.
- D. Notwithstanding anything else contained herein, the Builder's total liability for deficiencies under this Limited Warranty is limited to the purchase price of the Home.
- E. Steps taken to correct defects shall not act to extend the term of this Limited Warranty.
- F. If the Builder repairs or replaces, or pays the reasonable cost of repairing or replacing, any defect covered by this Limited Warranty which is covered by any other insurance or warranty the Owner must, upon request of the Builder, assign the proceeds of such insurance or the rights under such warranties to the Builder to the extent of the cost to the Builder of such repair, replacement or payment.
- G. Should any provision of this Limited Warranty be deemed unenforceable by a court of competence jurisdiction, that determination will not affect the enforceability of the remaining provisions.
- H. This Limited Warranty is to be governed by and construed in accordance with the laws of the state in which the Home is located.
- I. This Limited Warranty may not be modified or amended in any respect except upon written amendment signed by both the Builder and the then current Owner.

J. This Limited Warranty contains the entire express warranty granted by the Builder to the Owner and supersedes any previous contracts or agreements or representations relating to warranties, weather oral or written. **OWNER ACKNOWLEDGES THAT THE BUILDER HAS MADE NO REPRESENTATIONS, PROMISES, WARRANTIES OR AGREEMENTS WHATSOEVER CONCERNING THE HOME OR THE PROPERTY ON WHICH IT IS LOCATED WHICH ARE NOT STATED HEREIN.**

**THIS LIMITED WARRANTY GIVES SPECIFIC LEGAL RIGHTS TO THE OWNER, OTHER LEGAL RIGHTS, WHICH VARY FROM STATE TO STATE, MAY ALSO BE AVAILABLE.**

K. ***No warranty or call back work will performed unless all balances due and payable to Aspen Builders, Inc. have been paid in full.*** Any unpaid balances due to Aspen Builders, Inc. after 30 days from closing date must be paid in full or this warranty is null and void. This excludes any escrow balances due to Aspen Builders, Inc.

L. ***No warranty or call back work will be performed if at any time the homeowner becomes overly irate, speaks or acts in a threatening or belligerent manner to any Aspen Builder employee, subcontractor, or any representative of the builder.*** The homeowner forfeits all warranty work in any instance that involves verbal profanity or unacceptable hostile behavior and this warranty will be null and void from that point forward.

**Acknowledgement**

**The undersigned acknowledge that we have received a copy of the foregoing Aspen Builders, Inc. Limited Warranty.**

Date: \_\_\_\_\_

\_\_\_\_\_  
Owner

Date: \_\_\_\_\_

\_\_\_\_\_  
Owner

## Builder's Emergency Service Procedures

We understand that all situations requiring immediate attention won't always happen during normal working hours. For this reason your Builder has supplied you with an emergency phone number for the appropriate service required.

Help us service you better – know and use the appropriate procedures for reporting problems.

### Emergency includes:

1. **Electrical Outage**
2. **Water Outage**
3. **Furnace Outage**
4. **Gas leak or Outage**
5. **Water Leak, from any source**
6. **A NON-OPERABLE exterior door or lock**

Please go through the following checklist prior to calling. (Air-conditioning problems are corrected during normal working hours in the order they are reported).

### HEATING COOLING

1. **Check breaker box** for a switch that may need resetting. A tripped breaker must be turned all the way off and then back to reset.
2. **Thermostat setting.** On models with air-conditioning the system switch must be on "heat" and the fan switch should be on "auto".
3. **Pilot.** If the pilot is out, follow instructions on the furnace or in the manufacture's literature to re-light. Some furnaces have electronic ignition, if that is the case ignore #3.
4. **Gas valve in "on" position.** This is the last step in lighting the pilot and is frequently overlooked.
5. **Bottom cover.** Often the bottom panel on your furnace holds in a button (similar to the button on a clothes dryer) and the furnace fan will not operate if the button is not held in place.
6. **Manual switch "on".** This looks like a light switch and is located on the side of the furnace, next to the fuse.

## **PLUMBING – GAS OR WATER LEAK**

1. Gas leaks are to be reported immediately to your local GAS SERVICE COMPANY. The reporting of this emergency to the Builder's 24-hour number should be secondary to the call made to your local GAS SERVICE COMPANY.
2. Water shut off valves are often located behind toilets and under sinks. Use these valves immediately when shutting down the water supply to a particular fixture or appliance is necessary.
3. The home water supply can be shut off supplying all water throughout the home. This valve is normally located in the basement or crawl space of the home on the wall nearest the street.
4. The City water service can be shut off to eliminate all water supplied to the home from the street. This is usually located in the front of the home near the street.

## **ELECTRICAL**

1. Always check the main breaker at the top of your breaker box before calling.
2. Check all GFI switches prior to calling.

## **WATER LEAKS**

1. Immediately collect the water entering the home by means of buckets, pans, towels plastic etc., to prevent damage from the water. Any water leak is considered an emergency and Aspen Builders, Inc. should be contacted immediately.