

**ASPEN BUILDERS, INC.
WARRANTY DISCLOSURE
& HOMEOWNER MAINTENANCE**

Aspen Builders' (1) year Limited Warranty shall only cover warranted items specifically described in the Builder's Warranty for which a Request for Warranty Performance Form (provided) is actually mailed, faxed, or delivered to Aspen Builders, Inc. within one (1) year of the Commencement Date. It is recommended that all the items listed on this disclosure are examined at the time of the pre-closing homeowner walkthrough to preclude any future requests on unwarranted items. 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 flaws and unforeseeable defects, and it may require some adjustments and touching up.

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. _____ **Buyer's Initials**

Emergencies: 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. _____ **Buyer's Initials**

Ground Settlement: Upon the Owner's request, the Builder will provide fill for excessively settled areas around the foundation, utility trenches, or other filled areas **ONE (1) TIME ONLY** during the warranty period. _____ **Buyer's Initials**

Foundation Cracks: 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. _____ **Buyer's Initials**

Exterior Walls: 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 the Owner. _____ **Buyer's Initials**

Wall Cracks & Nail Pops: 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. _____ **Buyer's Initials**

Seam Lines: 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.

_____ **Buyer's Initials**

Roof: 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. _____ **Buyer's Initials**

Weather & Natural Disasters: Any damage or defects resulting from acts of God are not warranted and should be handled through the Owner's' hazard insurance carrier (i.e. rain, hail, wind, tornados, etc.)

_____ **Buyer's Initials**

Windows & Mirrors: 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. _____ **Buyer's Initials**

Plumbing: 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, (unrelated to construction debris) the Owner will be billed for the service call. _____ **Buyer's Initials**

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. _____ **Buyer's Initials**

HVAC: 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 a good policy to have the equipment serviced or checked at least once a year. _____ **Buyer's Initials**

Floors: 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. _____ **Buyer's Initials**

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 or wood, tile or marble. The Owner should clean stains from carpet or wood or tile or marble immediately to prevent discoloration. Any floor covering deficiencies that are not noted on the pre-closing walkthrough inspection prior to the closing are not warranted. _____ **Buyer's Initials**

Window wells: Window wells are specifically not covered by this Limited Warranty. _____ **Buyer's Initials**

Concrete: Scaling concrete is not warranted. _____ **Buyer's Initials**

Landscaping: 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.

Non-contracted Work &/or Materials: 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.

_____ **Buyer's Initials**

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. Central air conditioner(s)
6. Furnace;
7. Water heater;
8. Central vac;
9. Garage door opener; and
10. Intercoms.

_____ **Buyer's Initials**

The undersigned acknowledges and is in receipt of the above disclosure which is part of the Purchase Agreement with Aspen Builders, Inc. dated _____, 2014 for the property at _____.

Buyer Acknowledgment

Buyer Acknowledgment

Aspen Builders Representative