

Limited Warranty:

*****Special Note:** This has been written closely following the outlines and specifications of the National Association of Home Builders (NAHB). Any defect, deficiency or situation not specifically addressed in this warranty will be evaluated by the standards set forth in the "Residential Construction Performance Guidelines Fifth Edition" handbook, written by the NAHB and only applies to the Limited Warranty and its coverage in Section B - 1 of this agreement before closing. Post-closing and upon the buyer taking possession of the property the Warranty is Limited to Section B – 2. These guidelines will determine if defect is covered under builder's warranty or homeowner's responsibility, as well as builder's corrective measures.

This limited warranty agreement is extended by Signature Companies LLC (Builder) and granted to the following Homeowner (Buyer) and property address stated below:

Name: _____

Address: _____

A) Terms:

The terms of the various coverages of this limited warranty begin on the date of final settlement or the date when the buyer first occupies the home, whichever comes first.

B) The Limited Warranty Coverage:

1) First 30 Days Limited Warranty Coverage:

1. The Builder warrants that all construction related to the property substantially conforms to the plans and specifications. The Builder warrants that during the first thirty (30) days after the buyer moves in, the builder will adjust or correct minor defects, omissions, or malfunctions, such as missing equipment or hardware, sticking doors, drawers, and windows, dripping faucets and other minor malfunctions reported by the buyer upon final pre-closing inspection of the property.
 - (a) Prior to closing, the Buyer will receive a final walkthrough with the Builder and a final checklist of defects will be created and repaired if the Builder deems those items defects.
 - (b) Due to current product backorders, the Homeowner acknowledges alternative products may be installed temporarily until such time the permanent products may be installed, which may be days, weeks or months later.
 - (c) Builder has the sole authority to approve or deem the items on the checklist as defects.

2) 11 Month Post-Closing Limited Warranty Service:

1. The Buyer will receive 1 post-closing warranty visit approximately 11 months post-closing to address latent defects as determined by this Limited Warranty. The builder will repair or replace, at the builder's option, any latent defects in material or workmanship by the standards of construction relevant in the State of South Dakota and the "Residential Construction Performance Guidelines" handbook written by the National Association of Home Builders (NAHB). These guidelines will determine if a defect is covered under the builder's warranty or buyer / homeowner's responsibility, as well as, the builder's corrective measures. A latent defect is defined as one that was not apparent or ascertainable at the time of occupancy. The builder limits the duration of all implied warranties, including the implied warranties of habitability and workmanlike construction to one year from date of sale or occupancy, whichever occurs first.
 - (a) The Buyer is responsible to schedule a post-closing warranty visit to address any defects and shall notify the builder 30 days prior to said service date.
 - (b) Builder shall have the sole discretion in determining such items as latent defects.

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- (c) If Buyer does not give proper notice to Builder for such Limited Warranty Service, then Builder deems the home not in need of service and said Limited Warranty is no longer valid.

C) Manufacturers' Warranties:

The Builder does not warranty any appliances or equipment and it is the Buyer's sole responsibility to register with manufacturer for any warranties available through the trade contractor or vendor supplying any appliances or equipment pre- or post-closing. The following items are examples of such appliances and equipment: refrigerator, range, furnace, dishwasher, garbage disposal, ventilating fan, garage door opener, and air-conditioner. The Builder offers one predetermined appliance package to be included in the home but does not extend any warranty to damages arising out of the delivery and installation of said appliances. Any damages resulting from such will be handled between the vendor and the buyer. All manufactures manuals are online for reference, and the Builder does not guarantee the manual to be left at the property.

D) Emergency Service:

- 1) Emergency warranty service is defined by an occurrence of one or more of the following conditions:
 - a) Heating drops below 50 degrees during extreme cold conditions.
 - b) Total loss of electricity.
 - c) Major Plumbing leak that requires the entire water supply to be shut off.
 - d) Gas Leak.
- 2) Trouble Shooting:
 - a) Before calling the emergency trade contractors numbers, make sure all the public utilities are in operation. If not, call the appropriate public utility company.
 - b) Everyone has access to the internet so research it yourself, so you know next time what to do.
 - c) If trade contractors are called for non-emergency service items, the homeowner will be billed emergency rates by the trade contractor directly.
- 3) The following examples are not deemed emergency warranty services and trade contractors should be called during normal business hours. These include, but not limited to:
 - a) A/C not working - Call the trade contractor on regular business hours.
 - b) Water heater not working - Call the trade contractor on regular business hours.
 - c) Appliance not working - Call the trade contractor on regular business hours.
 - d) Garage doors not working – Call the trade contractor on regular business hours.
 - e) Minor Water Leaks – Shut water off and call the trade contractor on regular business hours.

Electrical Trade Contractor:	American Electric	605-336-8310
	Prairie Electric	605-370-7497
Plumbing Trade Contractor:	Turbes Plumbing & Heating	605-941-2803
	DeJager Plumbing & Heating	605-582-3315
HVAC Trade Contractor:	Central Heating & Air	605-371-3076

E) Trade Contractors:

This Limited Warranty excludes any loss or damage which is not a Covered Defect, including:

1) Cabinets	Rosebud	Mickie	605-498-3666
2) Windows, Door & Lumber	Scott Lumber	Dean	605-336-0860
	Schoneman's	Derek	605-213-1100
3) Overhead Door	Overhead Door Company	Heath	605-336-6030
	Pro Garage Door	Dustin	605-368-2555
4) Landscaping	Earthscape	Chris	605-582-7073
5) Sod & Sprinkler	B Green	Mike	605-498-1066
6) Appliances	Mahlanders	Tom M.	605-336-7798
	Dugan		605-274-1911
	Karl's	Tom J. or Drew	605-336-3244
7) Plumbing	Turbes	Dale	605-941-2803
	DeJager	Berwin	605-582-3315
	B & G Plumbing	Eric	605-321-8126
8) Electrical	American Electric	Jay	605-336-8310
	Prairie Electric	Tom	605-370-7497
9) HVAC	Central Heating & Air	Heath	605-371-3076
10) Flooring	Thornton	Tyson	605-368-2568

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F) Warranty Exclusions:

This Limited Warranty excludes any loss or damage which is not a Covered Defect, including:

- 1) Loss of, or damage to, any real property which is not part of the home covered by this limited warranty and which is not included in the original purchase price of the home as stated in the closing documents.
- 2) Any damage to the extent it is made worse by: negligence, improper maintenance, or intentional or improper operation by anyone other than the Builder, its agents, or subcontractors, including, but not limited to, damage resulting from rot, corrosion, or rust.
- 3) Failure by Buyer or anyone other than The Builder, its agents, or subcontractors to comply with the warranty requirements of manufacturers of appliances, fixtures, and equipment.
- 4) Changes in the grading of the ground by anyone other than the Builder, its agents, or subcontractors.
- 5) Changes, alterations, or additions made to the home by anyone other than the Builder, its agents, or subcontractors after the Limited Warranty commencement date.
- 6) Dampness or condensation due to The Homeowner's failure to maintain adequate ventilation, humidity levels, etc.
- 7) Loss or damage that The Homeowner has not taken timely action to minimize.
- 8) Any defect caused by, or resulting from, materials or work supplied by someone other than the Builder, its agents, or subcontractors.
- 9) Damage resulting from ordinary wear and tear, abusive use, or lack of proper maintenance of the home. This also includes damage from cleaning supplies such as bleach, scouring powder, oils, etc. Harsh chemicals can dull metal finishes and rub away the paint finish on fixtures.
- 10) Defects that result from characteristics common to the materials used, such as (but not limited to) warping, deflection, or shrinkage of wood; fading, chalking, and checking of paint from exposure to sunlight; cracks that occurred in the drying and curing of concrete, stucco, plaster, bricks, and masonry; drying, shrinking, and cracking of caulking and weather stripping.
- 11) Sheetrock cracking and subsequent patching after initial one-year warranty expires.
- 12) Moisture caused by failure or defect behind or adjacent to Exterior Insulation and Finish Systems ("EIFS").
- 13) Mold or other fungus that may form or accumulate in the home, or for any damage caused by mold or fungus.
- 14) Conditions resulting from condensation on, expansion of, or contraction of materials.
- 15) Loss or damage caused by, or resulting either directly or indirectly from, accidents, riots, and civil commotion, theft, vandalism, fire, explosion, power surges or failures, smoke, water escape, falling objects, aircrafts, vehicles, acts of God, lightning, windstorm, hail, tornado, hurricane, mudslide, earthquake, and volcanic eruption.
- 16) Loss or damage caused directly or indirectly by flood, wind-driven water, surface water, waves, tidal waves, overflow of a body of water, or spray from any of these (whether or not driven by wind), water which backs up from sewers or drains.
- 17) Loss or damaged caused by changes in the water table which were not reasonably foreseeable at the time of construction, or water below the surface of the ground (including water which exerts pressure on, or seeps or leaks through, a building, sidewalk, driveway, foundation, swimming pool or other structure), wetlands, springs or aquifers.
- 18) Loss or damage caused by soil movement, including subsidence, expansion, or lateral movement of the soil (excluding flood and earthquake), which is covered by any other insurance for which compensation is granted by state or federal legislation and is not reasonably predictable through soil movement.
- 19) Loss or damage to the home, persons or property directly or indirectly caused by termites, other insects, birds, vermin, rodents or other wild or domestic animals.
- 20) Loss of use, loss of opportunity, loss of market value, or any other similar consequential loss.
- 21) Any condition which does not result in actual damage to the home, including, but not limited to, un-inhabitability or health risk due to the presence or consequence of electromagnetic fields (emfs), radon gas, mold, formaldehyde or other pollutants and contaminants, or the presence of hazardous or toxic materials.
- 22) Personal or bodily injury of any kind (including physical or mental pain and suffering and emotional distress) medical, hospital, rehabilitation or other incidental or consequential expenses or damage to personal property.
- 23) Loss or damage caused by, or resulting from, abnormal loading of structural elements by The Homeowner, which exceeds design loads as mandated by applicable codes.
- 24) Consequential damages including, but not limited to, costs of shelter, food, transportation; moving and storage; any other expenses related to inconvenience or relocation during repairs to the home; and any diminution of the market value of the home.
- 25) Bath fans do make noise on high windy days and it is not a defect. Bath fans vent pipes also accumulate snow in snowstorms and will melt days after and is not a warranty item and considered homeowner maintenance.

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- 26) After final walkthrough, screens and screen doors are considered homeowner maintenance and will not be covered under the Limited Warranty.
- 27) Lighting bulbs, etc. are homeowner maintenance.
- 28) Temperature balance throughout the home is homeowner maintenance.

G) Any items listed as non-warrantable conditions on the list below are incorporated into this document:

This statement of conditions that are not subject to the builder's warranties explain some of the changes and need for maintenance that may occur in a new house over the first year or so of occupancy. A house requires more maintenance and care than most products because it is made of many different components, each with its own special characteristics. The buyer understands that like other products made by humans, a new house is not perfect. It will show some minor flaws and unforeseeable defects and may require some adjustments and touching up. Such flaws, etc. are not warrantable and will not be serviced by the builder.

As described in the limited warranty provided to the buyer of which this statement of non-warrantable conditions is made a part, the builder will correct certain defects that arise during the defined time periods after construction is completed. Other items that are not covered by the builder's warranty may be covered by manufacturer's warranties.

Some conditions, including (but not limited to) those listed in this statement of non-warrantable conditions, are not covered under the builder's warranties. The Buyer should read these carefully and understand that the Buyer has not contracted for the Builder to correct certain types of problems that may occur in the buyer's house. These guidelines will alert the Buyer to certain types of maintenance (a) that are the responsibility of the Buyer and (b) that could lead to problems if they are neglected.

The following list outlines some of the conditions that are not warranted by the Builder. The Buyer should be sure he or she understands this list. If the Buyer has any questions, he or she should ask the Builder and feel free to consult an attorney before signing the acknowledgment.

- 1) **Concrete:** Concrete foundations, steps, walks, drives, and patios can develop cracks that do not affect the structural integrity of the building. These cracks are caused by characteristics of the concrete itself. No reasonable method of eliminating these cracks exists. This condition does not affect the strength of the building. Cracks in excess of 1/2" of deflection may be covered under the warranty by repair and not replacing
 - (a) Spalling and flaking are typically caused by weather. Not scooping snow off your driveways / sidewalks and over salting are not covered by the Contractor, so we cannot pass on any warranty for these concerns.
 - (b) Trade contractors do their best to control the expansion and contraction of concrete through control joints that are sawn into the flatwork. Cracks do occasionally occur outside of control joints and do not impede on the structural integrity of slab or foundation and thus will not be repaired.
 - (c) New concrete does not guarantee the flatwork will be free of cracks outside of the control joints but will be repaired if exceeds the deflection rate allowable.
 - (d) Cracks outside the cut lines are acceptable and may be present at time of closing. Such cracks are non-warrantable unless it falls outside the allowance provided. If warrantable, the Builder will have the sole discretion on the method of repair.
- 2) **Masonry and Mortar:** Masonry and mortar can develop cracks from shrinkage of either the mortar or the brick. This condition is normal and should not be considered a defect.
- 3) **Wood:** Wood will sometimes check or crack or the fibers will spread apart because of the drying-out process. This condition is most often caused by the heat inside the house or by exposure to the sun on the outside of the house. This condition is considered normal, especially in regard to cedar decking and the homeowner is responsible for any maintenance or repairs resulting from it.
- 4) **Sheetrock and Drywall:** Sheetrock or drywall will sometimes develop nail pops or settlement cracks, which are a normal part of the drying-out process. These items can easily be handled by the homeowner with spackling and repainting by the homeowner. The Builder will warranty nail pops and cracks on 11th month Warranty Service visit as long as they are excessive. Excessive is more 10 nail pops and more than 10 feet of drywall cracks. These repairs will not include repainting at any time whatsoever.
- 5) **Floor Squeaks:** After extensive research and writing on the subject, technical 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 and other phenomena.
- 6) **Floors:** Floors are not warranted for damage caused by neglect or the incidents of use. Wood, tile, and carpet all require maintenance. Floor casters are recommended to prevent scratching or chipping of wood or

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tile, and stains should be cleaned from carpets, wood, or tile immediately to prevent discoloration. Carpet tends to loosen in damp weather and will stretch tight again in dryer weather.

- 7) **Window Condensation (Per Manufacturers specifications):** Condensation usually occurs on the windows first because they have the lowest surface temperature of any other interior surfaces within the house. As humidity builds, condensation forms on the glass. When the glass temperature reaches 32 degrees Fahrenheit, ice or frost will form on the glass. Condensation on your window glass is an indicator that excess humidity is present within your home and could be causing other problems.
- 8) **Vinyl Window Drainage System:** Vinyl slider windows are designed to hold water in the bottom track for a period of time and then will drain after a rainstorm. If the water sits in the bottom track, then it is a homeowner responsibility to clean out the vinyl window weep holes. This is not a warrantable item.
- 9) **Caulking:** Exterior caulking and interior caulking in bathtubs, shower stalls, countertops and ceramic tile surfaces will crack or bleed somewhat in the months after installation. These conditions are normal and should not be considered a problem. Any maintenance or repairs resulting from them are the homeowner's responsibility.
- 10) **Stone & Bricks Discoloration:** Bricks may discolor because of the elements, rain run-off, weathering, or bleaching. Efflorescence is the formation of salts on the surface of brick walls and may occur because of the passage of moisture through the wall. Efflorescence is a common occurrence, and the homeowner can clean these areas as the phenomenon occurs. Suggested cleaning: A soft sponge and water. If that doesn't work, take 1 - 3 tsp. of muriatic acid and water in a spray bottle with a soft sponge and wipe off.
- 11) **Garage Doors:** Garage doors are builder grade doors and are not designed to seal up a garage similar to a house door and will allow air, rain & snow to penetrate the garage, etc. Light will penetrate past the outer perimeter of the garage door and the garage door seals. If you have a non-heated garage your garage floor may lift due to frost in the winter, and this will prevent your garage door from sealing. This is normal and not a warranty defect. Garage doors are one of the most used doors in your house and will need continual maintenance which is the homeowner's responsibility.
- 12) **Broken Glass:** Any broken glass or mirrors that are not noted by the homeowner on closing date are the responsibility of the homeowner.
- 13) **Frozen Pipe:** The homeowner must take precautions to prevent freezing of pipes and sill cocks during cold weather, such as removing outside hose from sill cocks, draining noted freezable pipes, leaving faucets with a slight drip, depressurizing the necessary systems and turning off the water system if the house is to be left for extended periods during cold weather.
- 14) **Stained Wood:** All items that are stained will normally have a variation of colors because of the different textures of the woods. Because of the changes in weather, doors that have panels sometimes dry out and leave a small space of bare wood, which the buyer can easily touch up. These normal conditions should not be considered defects and are not warrantable.
- 15) **Paint:** Good quality paint has been used internally and externally on this home. Nevertheless, exterior paint can sometimes crack or check. The source of this defect is most often something other than the paint. To avoid problems with the paint, buyer should avoid lawn sprinklers hitting painted areas, washing down painted areas, and so on. Homeowners should also not scrub latex-painted inside walls and should be careful of newly painted walls as they move furniture. The best paint will be stained or chipped if it is not cared for properly. Any defects in painting that are not noted in writing at closing are the homeowner's responsibility. Paint is often provided and placed in your utility room or under the stairs in case you have a paint touch up but not guaranteed.
- 16) **Cosmetic Items:** The Buyer has not contracted with Builder to cover ordinary wear and tear or other occurrences after construction that affect the condition or features in the home. Chips, scratches, or mars in tile, woodwork, walls, porcelain, brick, mirrors, plumbing fixtures, marble, and Formica tops, lighting fixtures, kitchen and other appliances, doors, paneling, siding, screens, windows, carpet, and the like that are not recognized by the homeowner at the final inspection are non-warrantable conditions, and the upkeep of any cosmetic aspect of the home is the homeowner's responsibility.
- 17) **Plumbing:** Dripping faucets, toilet adjustments, and toilet seats are covered by Builder's warranty for a 30-day period only. After that, they are the Buyer's responsibility. Sink and tub drain stops are designed to hold water for a limited period of time. Sinks for approximately 30 minutes; tubs for 60 minutes. The gradual drainage of sinks and tubs is common and not a defect. If the plumbing is backed up during the warranty period and the person servicing the plumbing finds foreign materials in the line, the homeowner will be billed for the call.
- 18) **Electrical:** Flickering lights are typically caused by utility company power fluctuations or bulbs in need of replacing. This is not warrantable item, but you can call an electrician at your own expense. Breakers tripping because of overloading is homeowner maintenance and homeowners need to understand their own electrical systems. This is not considered a warranty item.

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- 19) Top Soil:** The final grade will contain approximately 3-4 inches of black dirt. Black dirt is defined as soil containing a majority of black dirt but may contain other soil types in the mix. The builder only has dirt from the development available for use. If the homeowner desires 100% perfect black dirt, it is the homeowner's responsibility. The lot has been graded to ensure proper drainage away from the house. The builder asks that the homeowner does not alter this pattern with landscaping, fencing and/or any other reasons that may change this pattern. If the pattern is altered in any way the builder reserves the right to void the warranty. After closing, the homeowner is 100% responsible for erosion control. This includes, but not limited to, all wash outs from rain and downspouts.
- 20) Drainage:** Necessary grades and swales shall be established to provide proper drainage away from the home. Site drainage, under this limited warranty, is limited to grades within 10 feet and swales within 20 feet of the foundation of the home. Standing or ponding water shall not remain in these areas for a period longer than 24 hours after a rain, except in swales that drain from adjoining properties or where a sump pump discharges. In these areas an extended period of 48 hours is to be allowed for water to dissipate. The possibility of standing water after an unusually heavy rainfall should be anticipated and is not to be considered a deficiency. No grading determination is to be made while there is frost or snow or when the ground is saturated.
- 21) Alteration to Grading:** The homeowner's lot has been graded to ensure proper drainage away from the home. Once the homeowner places sod, irrigation, fence, any landscaping, installation of patio or service walks, or other reasons, the homeowner and / or their contractor takes full responsibility of all drainage concerns or issues (ground settling, pooling, etc.). Builder assumes no responsibility for the grading or subsequent flooding or stagnant pool formation if the established pattern is altered.
- 22) Gutters & Downspouts:** Homeowner is responsible for keeping gutters free and clear of debris and any damage arising from not keeping the gutters free of debris. Homeowner is responsible to ensure the gutter and downspout extensions are installed at all times. Any damage resulting from these items not being installed are homeowner responsibility (i.e., ground settling, water in basement etc.). The homeowner is responsible to extend any and all gutters that are placed under the sidewalks; a trench will need to be dug and the pipe for drainage extended so that the water doesn't cause damage to the concrete. (i.e. cracks, heaving, sinking).
- 23) Soil settlement around the foundation:** Soils and the disturbed area around the foundation will settle after construction of your home. Homeowner is responsible to allow those areas around the foundation to settle and to fill in these settled areas before they landscape around foundation. Builder assumes no responsibility for removing landscaping, re-landscaping, or re-grading these settled areas.
- 24) Lawn Sprinkler and Shrubs:** Builder accepts no responsibility for the growth of grass, trees, or shrubs. Builders accepts no responsibility of sprinklers if installed. Once Builder grades, seeds and/or sods, and fertilizes the yard, the homeowner must water the plants and grass sufficiently, and plant ground cover where necessary to prevent erosion. If the Builder supplies Sprinkler, Landscaping, Lawn, and plants the Homeowner accepts all responsibility for said items and they are not in any way warrantable. Homeowner is responsible for all maintenance and repair of the sprinkler systems including head adjustments, replacement parts, leaks, etc. Builder will not re-grade a yard, nor remove or replace any shrubs or trees, except for those that are noted as diseased at final inspection. The homeowner shall contact the trade contractor directly for any warranties available in Section 21.
- 25) Roof:** During the first year the warranty on the homeowner's roof is for workmanship only. Any warranty on the roof material is prorated over the period of the lifetime use of the roof and is for material only. Warranty claims for any defects in materials will be handled with the manufacturer with assistance from the supply contractor. Builder will not be responsible for any weather-related damages, walking on the roof or by installing a television antenna or other item on the roof. During cold temperatures, it is possible that fine snow or blowing snow may enter the home through standard roof venting. This fine powder snow may enter the home and upon warm up, the melting snow can result in a small amount of water leaking. This occurrence is rare, but standard for the industry and not preventable.
- 26) Heating and Air-Conditioning:** The homeowner's source of heating and air-conditioning are covered by a manufacturer's warranty. The homeowner is responsible for registering for said warranty. The homeowner is responsible for making sure the filters are kept clean and changed every thirty (30) days. Failure to do so may void the warranty. Having the equipment serviced or checked at least yearly is a good idea.
- 27) Indoor Air Quality:** Energy efficiency in this home is achieved by construction methods which reduce air infiltration and air changes per hour. This may result in a concentration of water vapor from cooking, showering, etc., which, at excessive levels can cause property damage. Likewise, concentrations of chemical compounds released from soil, household furnishing, personal possessions, and building materials, at excessive levels, may create irritant effects or health hazards. Buyer can minimize adverse effects by proper utilization and maintenance of ventilation fans and/or other ventilation. Buyer hereby acknowledges that Buyer has been informed of such health risk and Buyer assumes all risks of damage or injury which may arise as a result of, or in any way connected with such construction method and hereby fully, finally, and forever releases and discharges builder, its officers, employees and agents from any and all

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claims, liabilities and damages whether not known, or hereafter known. Builder makes no express or implied warranty of habitability, fitness, or good workmanship as to building materials and/or construction materials.

28) Countertops: Water damage to cabinets and sheetrock from sinks without a backsplash are non-warrantable.

H) No Other Warranties

This limited warranty is the only express warranty Builder gives. Implied warranties, including (but not limited to) warranties of merchantability, fitness for a particular purpose, habitability, and good workmanship are limited to the warranty period set for the above.

I) Warranty Submittal and repairs procedures:

- a) Per Section B the homeowner will have a pre-closing walkthrough to make sure items deemed as defects will be repaired appropriately before closing but may extend 30 days after closing.
- b) Also, at approximately 11 months post-closing, the homeowner shall submit a request for warranty service if needed on the Builders website Warranty Request submittal page. The Builder will have 30 days to respond to homeowner to schedule repairs on only the items the Builder deems warrantable.
- c) Failure to notify the Builder of such defects covered under this warranty will relieve the Builder of all liability of such defects repair, replacement, and cost.
- d) Homeowner shall provide easy access to the property via garage door code for access, being home during normal business, etc. to allow our trade contractors to repair the necessary defects. All repairs shall be done during normal business hours.
- e) The Builder will only repair, at Builders discretion, the defective item and there are no extension of any warranty on any product defective or not past the warranty period described herein.
- f) If the homeowner misses the appointment, then homeowner accepts the defect as is and will repair or replace at their own time and cost.
- g) All repairs or replacement of defects will be at the sole discretion of the Builder.

J) Nontransferable Warranty:

This warranty is only granted to the original purchaser of the home and does not extend to the second owner of the home, nor does it extend to tenants of a rental property. This warranty terminates once the original owner sells said home even if it is in the first year Limited Warranty Period.

Signature Companies LLC

Homeowner Signature

By

Homeowner Signature

Title

Date:

Date:

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