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## DUKES PROPERTIES & CONSTRUCTION, LLC LIMITED WARRANTY

Dukes Properties & Construction, LLC (DPC) warrants that every DPC home has been constructed with materials and workmanship of a quality that meets or exceeds industry standards.

DPC warrants that your home will be free of defects for a period of one (1) year from the date of purchase, not date of move-in. This warranty is limited to the repairs and replacements that are necessary as a result of defective workmanship or materials. DPC will make any warrantable repairs under such warranty provided that DPC has received written notice of such claim within the one-year period described above. We advise at the 11-month mark of homeownership, you submit your requested repairs in writing. When submitting the requested repairs, we please ask that you included labeled pictures for documentation.

### **Structural Defects**

DPC warrants that your home will be free of major structural defects for a period of 10 years from the date of completion. Repair of the major structural defect is limited to; a.) The repair of damage to the load-bearing portions of the home, which is necessary to restore its load-bearing capacity, and/or b.) The repair of damage to the load-bearing portions of the home, which make the home unsafe, unsanitary, or otherwise unlivable.

### **Mechanical Systems**

Your home's mechanical systems, including the wiring, piping, and ductwork will be free of defect one year from the date of completion. Mechanical fixtures and equipment are covered under manufacturer's warranty and therefore, are excluded from this limited warranty. Please refer to the manufacturer's manual or website for warranty information. For all plumbing, electrical or HVAC emergencies and/or repairs, please refer to your Welcome Home Packet given at closing for contact information.

### **Appliances and Manufacturer Warranties**

DPC hereby assigns to the Buyer all rights under manufacturers' warranties covering consumer products. Defects in items covered by manufacturers' warranties are excluded from coverage of this limited warranty, and the Buyer should follow the procedures in the manufacturers' warranties if defects appear in those items. Warranties on all appliances take effect from the date of installation. Extended warranties may be purchased from the manufacturer. Please refer to your Welcome Home Packet for appliance manuals for additional information.

### **Nail Pops and Cracks**

DPC warranties any nail pops and cracks in the interior for the first year. Touch-up paint is limited to the extent of the repair. If the homeowner chooses to paint using a new color, homeowner will provide the paint at the time of touch-up. If the interior is repainted with anything other than flat wall paint, the repairs are void. Paint that has been exposed to light and other environmental facts will fade or discolor, therefore, DPC does not guarantee color touch-up paint will match the existing paint due to these factors.

## **Ceramic Tile Flooring**

Your new home features expansive areas of ceramic tile. DPC warrants the tile against defect in material and workmanship for one year from the date of closing. In addition to this coverage, DPC will repair any floor tile that has cracked as a result of normal expansion of the foundation for one year from closing date. This does not include grout that has cracked. Only those tiles that have cracked will be replaced and grouted in. DPC is not responsible for color variations, shading differences or availability of the product should the manufacturer discontinue the ceramic tile color, texture or size.

## **Cementitious Finish**

Hairline cracks will develop in your exterior cementitious finish. While this type of cracking does not itself indicate anything out of the ordinary, unrepaired hairline cracks can allow water intrusion behind the decorative finish causing it to lose adhesion to the block and substrate which can create potential for damage to the home's interior. We highly recommend that you inspect your home's exterior no less than once per year. If cracking is detected, engage a qualified professional to seal those cracks and repairs the affected area. If the crack exceeds 1/8 of an inch in width, then the crack should be repaired. In addition, each year you must inspect the exterior paint and caulk material in the exterior wall system openings (i.e. windows, doors, hose bibs, etc.) for peeling, cracking or separation. If the inspection reveals any such items, you must engage a qualified professional to clean, repair, re-caulk and repaint those areas. It is your responsibility for all maintenance and repairs described in this paragraph and they should be completed in a timely fashion to prevent any damage to your home.

## **Wood Materials**

Natural highlights and natural characteristics of wood can vary. Mineral streaks can provide shades of white, red, gray, or even green in some areas depending on how the tree absorbed the mineral. Tighter grains absorb stain at a different rate than wide grains which can affect the outcome of the wood product. These variations are natural "beauty marks" of the natural finish and make it so desirable. Replacement due to cosmetic look or natural characteristic of any wood product is not covered by your DPC warranty.

Pressure treated wood is frequently used for fencing and decking materials. It is a common characteristic of pressure treated lumber to warp or bow, therefore it is not covered under this warranty. It is recommended that the homeowner apply a sealant pressure treated wood used throughout the home.

## **Landscaping**

There is no warranty for your landscaping, lawn or sod.

## **Non-warranty Items**

- Ordinary wear and tear such as chips, nicks, dings, marks on paint, carpet staining, traffic patterns, water spots, grout discoloration
- Insect, vermin or animal damage
- Abuse, such as gouges, improper use of appliances or intentional harm
- Neglect such as mold growth from the lack of maintenance, build-up of sediment in water heater, clogged air conditioning condensation line
- Use of inappropriate or harsh cleaning products that cause damage to surfaces
- Damage to toilets due to use of any chemical tablets in the freshwater tank. Bleach tablets will void all toilet warranties, due to their corrosive effect on toilet seals and tendency to break up and clog jets in the toilet rim
- Damage to carpet caused by improper use of home carpet cleaning systems

- Loss or damage caused by acts of nature, fire, explosion, smoke, flood, water, hail, lightning, or high winds or other acts of God.
- Failure of the homeowner to give proper notice to DPC of any defects, or any damage or loss that occurs because the homeowner fails to take appropriate action as soon as possible to minimize damage will void warranty coverage
- Changes in the grading of the ground that do not comply with accepted grading practices, such as a placement of fill against walls of the home or blockage of drainage swales
- Soil erosion
- Cosmetic defects and discoloration on garage floors
- Any defect caused by materials supplied or work performed by anyone other than builder
- Fluorescent tubes, light bulbs, glass breakage, scratched mirror and glass, tub chips and tile chips
- Soil salts and alkali build-up of efflorescence on concrete, stucco, or brick pavers
- Mold due to the inappropriate use of the HVAC system to keep moisture out of the home, lack of frequent cleaning or failure to maintain caulking – particularly at the tubs, shower, countertops, and exterior surfaces

This warranty shall NOT apply to any defects caused by, or arising from, moving into the home, climatic conditions, normal characteristics of certain building materials, expansion, contraction, moisture, humidity, or any damage resulting from negligence, improper maintenance, or abnormal use. Please reference your Welcome Home Packet given at closing for regular homeowner maintenance tips.

Buyer's rights and DPC'S obligations under this warranty are limited to repair and/or replacement. The choice as to repair or replacement shall be solely that of DPC. DPC reserves the right to make repairs or correct any defects for which it is responsible, according to the terms stipulated in this warranty, at the time and in the manner deemed most advisable by the company.

Please be advised that using contractors or vendors other than those used during the construction of your home may void all or part of the warranty on your home.