

NEW HOME ONE YEAR LIMITED WARRANTY



1. INTRODUCTION: You are responsible for regular maintenance of your Home and surrounding areas. General and preventative maintenance is required to prolong your Home's life.

You must establish a written, final walk-through inspection list of items in need of service prior to occupancy or closing, whichever is first. This list must be signed and dated by you and Centerhalls LLC. Keep a copy for your records.

There are no warranties that extend beyond the description contained in this Limited Warranty. To the extent permitted by law, all such other warranties, expressed or implied, including, but not limited to, implied warranties of fitness, merchantability, good workmanship and habitability, are hereby waived.

- a) You must obtain written authorization from Centerhalls LLC prior to incurring expenses. Costs incurred for unauthorized repairs to Warranted Items are not reimbursable.
- b) This is NOT an insurance policy, a maintenance agreement or a service contract.
- c) This Limited Warranty provides coverage only in excess of coverage provided by other warranties or insurance, whether collectible or not.
- d) This Limited Warranty is binding on Centerhalls LLC and you and your heirs, executors, administrators, successors and assigns.
- e) This Limited Warranty shall be interpreted and enforced in accordance with the laws of The State of Connecticut.
- f) This Limited Warranty is separate and apart from other contracts between you and Centerhalls LLC, including any sales agreements. It cannot be affected, altered or amended in any way by any other agreement, except as stated in Subsection G below.
- g) This Limited Warranty cannot be modified, altered or amended except by a formal written instrument signed by you and Centerhalls LLC.
- h) If any provision of this Limited Warranty is determined unenforceable, that determination will not affect the validity of the remaining provisions.
- i) All requests for service under this Warranty must be in writing and sent by Certified Mail, Postage Prepaid, Return Receipt Requested, to the recipient's address, 125 RT 66E, Columbia, CT 06237 or to whatever address the recipient may otherwise designate in writing.

2. ONE YEAR LIMITED WARRANTY: Centerhalls LLC hereby extends to the original purchaser of the home a Limited Warranty for workmanship and materials.

This Warranty shall terminate one year after:

- a) Delivery of the Deed or Certificate of Occupancy to the Purchaser; or
- b) Completion of the home by Centerhalls LLC; or
- c) The taking of possession by the Purchaser; whichever occurs first.

This warranty applies only to materials and workmanship provided by or through Centerhalls LLC. Centerhalls LLC will repair or replace defective items in the home. Centerhalls LLC's

obligation is limited to actions necessary to restore the defective item.

3. MANUFACTURERS & SUPPLIERS: Centerhalls LLC's warranty shall not be extended to items which are covered by a manufacturer's or supplier's warranty, but rather these warranties shall be extended directly to Buyers and in the event of a dispute or claim, Buyers shall make the same directly to the manufacturer or supplier or its regional representative. All manufacturers' warranties on products included in the home will be assigned to you. Centerhalls LLC shall not be liable for the Manufacturer's failure to do so.

4. EXCLUSIONS: This Warranty does NOT cover:

1. Loss, damage or injury to land, persons, animals, personal property, and improvements or structures, other than Warranted Items in the Home.
2. Sheetrock nail pops.
3. Non-structural drywall cracks.
4. Minor basement water seepage.
5. Drying cracks in concrete walls or slabs.
6. The presence of radon, formaldehyde, carcinogenic substances or other pollutants and contaminants, or the presence of hazardous or toxic materials within the Home.
7. Improvements not part of the Home itself, including, but not limited to: driveways; walkways; boundary and/or retaining walls; landscaping, sodding, seeding, shrubs, trees and plantings; exposed roots, welling of trees, settling, erosion, ruts, pooling, rocks, stones, puddling, uneven ground, or bare spots; subsurface drainage systems; septic system; lawn sprinkler systems; offsite improvements, including streets, sidewalks, adjacent property and the like.
8. The Water Supply System, including volume and pressure of water flow and quality and potability of water.
9. A deficiency which does not result in actual physical damage or loss to the Home.
10. Consequential Damages. All Consequential Damages, including, but not limited to, damage to the Home that is caused by a warranted Defect, but is not itself a warranted Defect, as well as costs of shelter, transportation, food, moving, storage, or other incidental expenses related to relocation during repairs.
11. A Defective item that you repair without prior written authorization of Centerhalls LLC.
12. Any Defect consisting of, caused by, contributed to, or aggravated by moisture, dampness, condensation, wet or dry rot, mold, mildew, fungus, rust or heat build-up.
13. Appliances and Equipment in your Home. The Appliances and Equipment in your Home may be covered by warranties issued by the manufacturers or suppliers.
14. Any condition which is covered by any other insurance.
15. Sound transmission and sound proofing.
16. Matching color, texture, or finish where materials must be replaced or repaired.
17. Loss or damage which, directly or indirectly, results from or is made worse by the following:
 - 17.1. Insects, birds, vermin, rodents, or wild or domestic animals.
 - 17.2. Use of the Home for non-residential purposes.

- 17.3. Flood, surface water, waves, tidal water, spray from a body of water (whether or not driven by wind), water that backs up from sewers or drains, changes in the water table, water below the surface of the ground (including water which exerts pressure or seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool or other structure), wetlands, springs or aquifers.
- 17.4. Deterioration due to normal wear and tear.
- 17.5. Material or work supplied by anyone other than Centerhalls LLC or its employees, agents or subcontractors.
- 17.6. Failure to routinely and properly maintain your Home and the property on which your Home is located, including failure to provide proper and routine ventilation.
- 17.7. The grading of the property surrounding your Home by anyone other than Centerhalls LLC or its employees, agents or subcontractors.
- 17.8. Erosion.
- 17.9. Any modification or addition to the Home or the property under or around the Home made after the starting date of this warranty.
- 17.10. Acts or omissions by you, your agents, employees, licensees, or invitees; accidents, riots, civil commotion, nuclear hazards, acts of God or nature, fire, explosion, blasting, smoke, water escape, windstorms, tropical storms, hurricanes, hail, lightning, ice, snow, falling trees, aircraft, vehicles, flood, mudslides, sinkholes, mine subsidence, faults, crevices, earthquake, land shock, waves or tremors occurring before, during or after a volcanic eruption, or man made events such as war, terrorism or vandalism.
- 17.11. Your failure to minimize or prevent loss or damage in a timely manner.
- 17.12. Negligent operation of the Home or its systems.

5. LIMITATION OF LIABILITY:

- 1. Centerhalls LLC's liability and obligations are limited to the repair, replacement or the payment of the reasonable cost of repair or replacement of warranted items not to exceed an aggregate equal to the original cost of construction of the Home. The choice to repair, replace or make payment is the Warrantor's.
- 2. All other warranties, express or implied, including, but not limited to, all implied warranties of fitness, merchantability or habitability, are disclaimed and excluded to the extent allowed by law.
- 3. Actions taken to cure defects will not extend the periods of specified coverages in this Limited Warranty.
- 4. Only warranted elements which are specifically designated as Warranty Standards in this Limited Warranty are covered by this Limited Warranty.

6. WARRANTY STANDARDS:

- 1. Framing
 - a. Uneven Ceiling: We will correct if unevenness exceeds 1/4" within a 32" measurement. Some minor framing imperfections should be expected.
 - b. High and low flooring areas; separations between finished floor boards: We will correct if high or low areas exceed 1/4" within a 32" measurement or if separations exceed 1/4". Some minor framing imperfections should be expected.
 - c. Floor Squeaks: We will correct if caused by a defective joist or improperly installed subfloor. A squeak-proof floor cannot

- be guaranteed. Lumber shrinkage as well as temperature and humidity changes may cause squeaks.
- d. Split or warped roof rafters or trusses: No action required. Some splitting and warping is normal and is caused by high temperature effects on lumber.
- e. Wall Bow or Bulge: We will correct if bow or bulge exceeds 1/4" within 32" horizontal or vertical measurement. Minor framing imperfections should be expected.
- f. Wall Out of Plumb: We will correct where out-of-plumb condition exceeds 3/4" within 8' vertical measurement. Minor framing imperfections should be expected.
- g. Wall Out of Square: No action required. A wall out-of-square is not a defect.

2. Exterior

- a. Door binds, sticks or does not latch: We will correct if caused by faulty workmanship or materials. Seasonal changes may cause doors to expand and contract, and are usually temporary conditions. We are not responsible for minor adjustments.
- b. Door component shrinks: No action required. Components will shrink and expand and may expose unfinished surfaces.
- c. Door Warping: We will correct warping which exceeds 1/4", measured vertically, horizontally or diagonally. Seasonal changes may cause doors to expand and contract, and are usually temporary conditions.
- d. Split in door component: We will correct if split allows entrance of elements. Splits which do not allow the entrance of elements are considered normal. Owner maintenance is required.
- e. Separation between door and weather stripping: We will correct if daylight is visible or if entrance of elements occurs under normal conditions.
- f. Screen mesh is torn or damaged: You must establish a written, final walk-through inspection list of items in need of service prior to occupancy or closing, whichever is first. This list must be signed and dated by you and Centerhalls LLC.
- g. Roof and roof flashing leaks: We will correct if leak occurs under normal conditions. No action is required if leak is due to snow or ice buildup, high winds or driving rains. Owner maintenance is required.
- h. Lifted, torn or curled shingles: We will correct if due to poor installation. Owner maintenance is required.
- i. Inadequate Ventilation: We will provide adequate ventilation. Moisture accumulation in attics which are not adequately vented is a deficiency. Owner is responsible to keep existing vents clear of obstructions to promote air flow.
- j. Entrance of elements through separations of siding or trim joints, or separations between trim and surfaces of masonry or siding: We will correct entrance of elements or separations exceeding 3/8" by caulking or other methods. Any separations 3/8" or less are considered routine Owner maintenance.
- k. Siding materials deteriorate, delaminate or come loose: We will correct the affected area if due to improper workmanship or materials. Separated, loose or delaminated siding can also be due to improper maintenance. Wavy siding may be due to temperature changes and can be expected.
- l. Paint or stain peels or deteriorates: We will correct if 75% of a particular wall is affected, the entire wall will be corrected. Some fading is normal and is caused by weathering. Mildew and fungus on siding are caused by climatic conditions and are considered routine maintenance.
- m. Faulty application of primer and/or paint on wall and trim surfaces: We will correct. If greater than 75% of wall or trim

- piece is affected, entire surface will be corrected. Some minor imperfections such as overspray, brush marks, etc., are common and should be expected.
- n. Knot holes bleed through paint or stain: We will correct affected areas where excessive bleeding of knots appear. Knot holes will be apparent depending on the quality of material used.
 - o. Vent or louver leaks: We will correct if caused by improper installation. Properly installed louvers or vents may at times allow rain or snow to enter under strong wind conditions and is not a deficiency.
 - p. Condensation or frost on interior window surface: No action required. The normal temperature differences between windows and walls combined with the existence of high levels of humidity cause condensation. Today's energy efficient homes and individual living habits contribute to excess humidity that can cause damage to your home and furniture if not removed. Ventilate home often and make use of a small dehumidifier to extract excess moisture from air.
 - q. Clouding or condensation between panes of glass: Owner is responsible for providing proof that the damage was documented on a written, signed and dated walk-through inspection list.
 - r. Glass breakage: Owner is responsible for providing proof that the damage was documented on a written, signed and dated walk-through inspection list.
 - s. Excessive drafts and leaks: Some drafts are normally noticeable around windows, especially during high winds. All caulking materials expand and contract due to temperature variation and dissimilar materials.
 - t. Difficult to open, close or lock window: We will correct. Windows should open, close and lock with reasonable pressure.

3. Interior

- a. Door latch is loose or rattles: No action is required. Some minor movement should be expected.
- b. Door binds, sticks or does not latch: We will correct if due to faulty workmanship and materials. Seasonal changes may cause doors to expand and contract, and are usually a temporary condition. We are not responsible for minor adjustments.
- c. Door Warping: We will correct warping which exceeds ¼ in., measured vertically, horizontally or diagonally. Seasonal changes may cause doors to expand and contract, and are usually a temporary condition.
- d. Excessive opening at bottom of door: We will correct gaps in excess of 1-1/2 in. between bottom of passage door and finished floor or 2 in. between bottom of closet door and finished floor. Gaps under doors are intended for air flow.
- e. Rubs on carpet from door: We will correct.
- f. Drywall cracks and nail pops: We will correct cracks in excess of 1/8 in. and nail pops which have broken finished surface. Minor seam separations as well as other slight imperfections, are common and should be expected. Minor depressions and slight mounds at nail heads are not defects.
- u. Surface deficiencies in finished woodwork: Owner is responsible for providing proof that the damage was documented on a written, signed and dated walk-through inspection list.
- g. Gap between trim and adjacent surfaces, and gaps at trim joints: We will correct gaps in excess of 1/8 in. at trim joints and ¼ in. between trim and adjacent surfaces. Some separation due to lumber shrinkage is normal and should be expected.

- h. Cracks in ceramic grout joints: We will correct cracks in excess of 1/8 in. one time only. Cracking of grout joints is common and is considered routine Owner maintenance unless excessive.
- v. Ceramic tile cracks or becoming loose: Owner is responsible for providing proof that the damage was documented on a written, signed and dated walk-through inspection list.
- i. Cracking or deterioration of caulking: No action required. All interior caulking shrinks and deteriorates. Owner maintenance is required.
- j. Wall or trim surfaces visible through paint: We will correct the affected area. If greater than 75% of wall, trim piece, or ceiling is affected, entire surface will be corrected.
- k. Vinyl flooring comes loose at edge or bubbles: We will correct.
- w. Flooring stains, fades, or discolors: Fading is not a deficiency. Owner is responsible for providing proof that the damage was documented on a written, signed and dated walk-through inspection list.
- l. Premature wearing of carpet: Excessive wear in high traffic areas such as entry ways and hallways is normal.
- m. Visible gaps at carpet seams: We will correct.
- n. Carpet becomes loose or buckles: We will correct. Some stretching is normal. Owner should exercise care in moving furniture.
- o. Fastener pops through vinyl flooring: We will correct where fastener has broken through floor covering. Sharp objects such as high heels, table and chair legs, can cause similar problems, and are not covered by this limited warranty.
- p. Ridges or depressions in vinyl flooring at seams in subflooring: We will correct ridges or depressions which exceed 1/8 in. in height or depth. This is determined by placing a 6 in. straight edge over ridge or depression, with 3 in. on either side, and measuring height or depth at sub-flooring seam.
- q. Cuts or gouges in any floor covering: Owner is responsible for providing proof that the damage was documented on a written, signed and dated walk-through inspection list.
- r. Loose subflooring: We will correct if due to a defective joist or improper fastening. Lumber shrinkage as well as temperature and humidity changes may cause loose sub-flooring.

4. Mechanical

- a. Circuit breakers trip excessively: We will correct if tripping occurs under normal usage. Arc Fault & Ground Fault Circuit Interrupters (GFCI) are intended to trip as a safety factor.
- b. Outlets, switches or fixture malfunction: We will correct if caused by defective workmanship or materials.
- c. Condensation lines clog under normal use: No action required. Condensation lines will clog under normal conditions. Continued operation of drain lines require Owner maintenance.
- d. Noisy duct work: We will correct if caused by improper installation. When metal heats and cools, ticking and cracking may occur and are not covered by this Limited Warranty.
- e. Insufficient Heating: We will correct if heating system cannot maintain a 70 degree temperature under normal operating and weather conditions. Temperature shall be measured at a point 5 ft. above the center of floor in affected area. On extremely cold days, a 6 degree difference between actual inside temperature and thermostat is acceptable. All rooms may vary in temperature by as much as 4 degrees. Orientation of the Home, location of rooms and vents will

also provide a temperature differential. There may be periods when outdoor temperature falls below design temperature thereby lowering temperature in Home. Certain aspects of the Home including, but not limited to, expansive stairways, open foyers, sunrooms or cathedral ceilings may cause abnormal variation from these standards and are not covered by this Limited Warranty.

- f. Insufficient cooling: We will correct if cooling system cannot maintain a 78 degree temperature, under normal operating conditions. Temperature shall be measured at a point 5 ft. above center of floor in affected area. On excessively hot days, where outside temperature exceeds 95 degrees Fahrenheit, a difference of 17 degrees from outside temperature will be difficult to maintain. All rooms may vary in temperature by as much as 4 degrees. Orientation of the Home, location of rooms and vents will also provide a temperature differential. There may be periods when outdoor temperature rises above design temperature thereby raising temperature in Home. Certain aspects of the Home including, but not limited to, expansive stairways, open foyers, sunrooms or cathedral ceilings may cause abnormal variation from these standards and are not covered by this Limited Warranty.
- g. Refrigerant line leaks: We will correct.
- h. Pipe freezes and bursts: We will correct if caused by defective workmanship or materials. Proper winterization of pipes is considered routine maintenance and Owner should maintain suitable temperatures inside the Home.
- i. Noisy pipe: We will correct hammering noise if caused by improper installation. Some noise can be expected due to flow of water and pipe expansion. This is not a defect.
- j. Plumbing fixtures and trim fittings leak or malfunction: We will correct if caused by defective workmanship or materials. Owner maintenance is required. Scratches, tarnishing or marring must be noted on pre-closing walk-through inspection list.
- k. Air infiltration around electrical fixtures: No action required. Air flow around electrical boxes is normal and is not a deficiency.

5. Kitchen & Bathroom

- a. Cabinet separates from wall or ceiling: We will correct separation in excess of 1/4 in. Some separation is normal. Caulking is an acceptable method of repair.
- b. Crack in door panel: Owner is responsible for providing proof that the damage was documented on a written, signed and dated walk-through inspection list.
- c. Door or drawers do not operate: We will correct.
- d. Warping of cabinet door or drawer front: We will correct if warp exceeds 3/8 in. as measured from cabinet frame. Seasonal changes may cause warping and may be a temporary condition.
- e. Chips, cracks, scratches on countertop or cabinet: Owner is responsible for providing proof that the damage was documented on a written, signed and dated walk-through inspection list.
- f. Delamination of countertop or cabinet: Owner is responsible for providing proof that the damage was documented on a written, signed and dated walk-through inspection list.
- g. Cracks or chips in fixture: Owner is responsible for providing proof that the damage was documented on a written, signed and dated walk-through inspection list.

7. INSPECTION: When a request for warranty performance is sent and the deficiency cannot be observed under normal

conditions, it is your responsibility to substantiate that the need for warranty performance exists including any cost involved.

8. UNRESOLVED WARRANTY ISSUE: The parties agree that all claims and disputes relating to this Warranty shall be subject to arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The arbitrator shall be selected by the American Arbitration Association. The determination by the arbitrator shall be final and binding upon all of the parties.