



LIMITED WARRANTY BY GRAYSTONE BUILDERS, INC.

The Builder/Seller, Graystone Builders, Inc., hereby limits warranties on the house and improvements on _____ as follows and no other warranties, express or implied, or of merchantability or habitability are given except for statutory warranties of title made under the deed of conveyance:

1. **INSPECTION AND REPAIR:** Buyer acknowledges they have made a final visual inspection of the premises and the materials appear to be of good and satisfactory quality and the services and labor performed in a workmanlike manner. The Buyer has 30 days from closing to submit a final punch list in writing to the Seller. Seller shall repair or replace punch items at Seller's discretion within a reasonable amount of time. Homeowner must allow subcontractors to access the home no later than 60 days from the closing or the final punch items will become null & void.
2. **MECHANICAL:** Seller warrants the installation and materials of the mechanical devices, i.e. electrical wiring and fixtures, plumbing and heating/A/C systems, for a period of one (1) year from the date of transfer of title. Faucet washers have no warranties.
3. **STRUCTURE:** The structure is defined as the poured concrete and framing materials contained in the house. Structural labor and materials are warranted by the Seller for three (3) years from the date of transfer of title. Some settlement of base should be anticipated and minor cracks in floors and walls, which do not undermine the structure. Nail pops and drywall cracks are typical with new construction. The Buyer has 3 months from the purchase date to e-mail a written request for a final revisit to address the nail pops and drywall cracks. Buyer will be responsible for touch up paint for these areas.
4. **SEPTIC AND LEACH:** Seller warrants the septic system and leach field for two (2) years from date of transfer of title, provided Buyer adequately maintains the septic system and has the septic tank pumped clean once a year and any filters serviced properly. If the Buyer installs a garbage disposal or water filtration system that back washes into the septic system, the warranty for the septic and leach bed will be voided.
5. **WELLS:** Seller warrants drinking water clear of bacteria with sufficient quantities for residential use for a period of one (1) year. However, Seller shall not be responsible for iron or magnesium buildups nor shall Seller be responsible for radon or mitigation/filtration of any kind.

Seller tests for potable water, which is required for the Certificate of Occupancy. Seller suggests that buyer's retest once settled to assess any needed filtration.

6. **BASEMENT:** Seller has installed underground exterior perimeter drains to prevent accumulation of ground water around the basement floor and walls, but dampness and minor condensation cannot be prevented. Minor foundation cracking is considered a typical occurrence while the concrete cures and should be expected. Unless extreme, this is not considered a warranty item. Seller warrants for one (1) year against accumulating water in the basement, except for normal dampness and minor condensation. A dehumidifier is recommended to alleviate such buildup. In no event will Seller be liable for any damage caused

by nearby blasting, earthquakes, developing springs or substantial earth movement or damage resulting from manmade or natural causes. Seller shall not be responsible for radon in the basement area.

7. **APPLIANCES:** Appliances installed by Seller have manufacturer's warranties and therefore Seller extends no warranties. Buyer shall deal directly with the respective manufacturers for repair or replacement according to the manufacturer's warranties.
8. **CHIMNEY:** Any chimneys installed by the Buyer or his/her agent carry no warranty by the Seller nor will Seller warrant against any damage caused by the faulty installation thereof. Seller installed chimneys shall carry a one (1) year warranty against defects in materials and workmanship.
9. **DRIVEWAY:** Washouts of gravel driveways can occur as a result of inordinate rainfall or excessive watering. Any major washouts as result of inordinate earth settlement within six (6) months of the date of transfer of title shall be repaired by the Seller. Moderate top erosion is not warranted by Seller. Seller recommends blacktop at a future date when normal settlement has ended.
10. **LANDSCAPING:** If Seller installs landscaping (depending on contract): Loam and seed disturbed areas with sufficient grass seed to create a suitable lawn. Seller does not guarantee against drought or washouts due to inordinate rainfall. Some minor earth settlement should be anticipated around the foundation and plantings should not be installed until sufficient time for settlement has elapsed. Any landscaping is to be completed at seller's discretion. Seller is not responsible for reseeded, fertilizing or typical maintenance of lawns after the closing date.
11. **SIDING:** All siding is warranted for a period of one (1) year against defective materials and workmanship. Wood siding (if applicable) of any type is not warranted against shrinkage, bleaching, cracking, knots falling out, etc. since these are inherent characteristics of wood siding. Dented exterior trim after the closing will be replaced for a fee.
12. **PAINTING:** Because of shrinkage of wood siding, Seller applies sufficient paint or stain to the exterior of the house to adequately cover. It is suggested that the Buyer repaint or restain the exterior of the house (if applicable) within one (1) year of occupancy to avoid deterioration of siding. No painting will be repaired unless it is specifically noted at the time of the pre-closing inspection. Seller shall not be liable for marks or damage caused as a result of the Buyer moving into the premises.
13. **FRAMING AND MILLWORK:** Framing and millwork carries no warranties by the Seller including shrinkage, cracks or warpage. Caulking and paint touch ups for trim will be the responsibility of the Buyer.

If the Buyer intends to heat primarily or secondarily by wood stove it is recommended that a humidifier be installed in the winter to prevent inordinate cracks or warping of finish work.
14. **ROOF:** The roof is warranted for a period of three (3) years against leaks provided that Buyer does not install rooftop television antenna or other devices on the roof. Seller does not warrant against leaks due to ice buildup or backup due to severe winter weather.
15. **FLOORING:** The flooring subfloor has been glued and nailed, but Seller does not warrant against squeaks due to friction/shrinking/pressure/ drying etc. as this is an inherent characteristic of wood and will not under any circumstances be responsible for removal or replacement of flooring.

16. **WARRANTY LIMITED TO BUYER:** The only warranties extended to the Buyer are those contained herein. Such warranties are extended to the Buyer only and are not assignable to any subsequent Buyer. Warranty is voided if Buyer occupies dwelling prior to written permission from Builder.

17. **MATERIALS GENERALLY:** The Seller has used material equal to or above State Code Specifications throughout the entire premises. Some building materials contain urea-formaldehyde resin of which the Seller may be unaware. For some people urea-formaldehyde may cause health problems such as irritation of the eyes, nose, and throat; coughing, headaches, shortness of breath or chest or stomach pains. Children under two (2) years of age, elderly persons with breathing problems or persons with allergies may have more serious difficulties. If you have a question about problems you may have with urea-formaldehyde, consult a doctor.

The Buyer has read the warranties contained herein, understands them, and agrees to the conditions set forth.

IN WITNESS WHEREOF this _____ day of _____, 20____.

GRAYSTONE BUILDERS, INC.

Witness

David B. Smith, President

Witness

Buyer

Witness

Buyer