

# Warranty Exclusions

**The following list does not include *all* Warranty Exclusions. The Limited Warranty excludes any loss or damage which is not a Covered Defect, including:**

- A. Normal wear and tear or normal deterioration.
- B. Loss or damage to the home, persons or property directly or indirectly caused by termites, other insects, birds, vermin, rodents or other wilder domestic animals.
- C. Loss or damage caused by, or resulting from, abnormal loading of structural elements by the Homeowner, which exceeds design loads as mandated by codes. Roof systems are not designed to carry any additional weight. Avoid storage of any materials in attic as it may cause cracks in the ceiling and will not be considered warrantable.
- D. Loss or damage resulting from use of the home for non-residential purposes.
- E. Any defect caused by, or resulting from, materials or work supplied by someone other than the Builder, its agents or subcontractors.
- F. Loss or damage that the Homeowner has not taken timely action to minimize.
- G. Any damage to the extent it is made worse by:
  - 1. 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.
  - 2. Failure by the Homeowner or anyone other the Builder, its agents or subcontractors to comply with the warranty requirements of manufacturers of appliances, fixtures and equipment.
  - 3. Failure by the Homeowner to give timely notice to the Builder of any defects.
  - 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.
- H. Loss or damage not otherwise excluded under this Limited Warranty, which does not constitute a defect in the construction of the home by the Builder, its agents or subcontractors.
- I. Loss or damage caused by, or resulting either directly or indirectly from acts of God, lightning, wind storm, hail, tornado, power surges or failures, fire, theft, vandalism and/or vehicles.
- J. Changes in grading caused by erosion.
- K. Failure of the Homeowner to perform routine maintenance.

The Builder reserves the right to use its judgment in determining the most appropriate method of repairing Warranty Defects. The Builder's offer to resolve any issue for which it bears no responsibility under the Limited Warranty does not create the responsibility to provide the resolution in any other situation for which it bears no responsibility. Action taken to cure defects will not extend the period of warranty coverage specified in the Limited Warranty.

The benefits included in the Limited Warranty are only available when service is requested according to the procedures and policies established by the Builder and included in the *Buyer Walk Through Booklet* and accompanying DVD and CD. The Homeowner's failure to reasonably provide access to the home during normal working hours for making repairs will relieve the Builder from its obligations under the warranty.