

Enchanted Spaces Limited Warranty

Updated 7/23/2020

Introduction

A new home is one of the most important purchases that most people ever make. Because of that, we offer to you a Limited Warranty. The following is intended to make certain you have a clear understanding of the Limited Warranty, its coverage, limitations, and exceptions.

The Limited Warranty is to protect the homeowner from faulty construction and defective materials used in construction and do not apply to (and Enchanted Spaces shall have no liability for) defects or damages caused, by way of example and not as a limitation, by (I) any defect of design, work or materials supplied, performed or caused by, installed at or under the direction of any person other than Enchanted Spaces and Enchanted Spaces contractors, subcontractors and suppliers; (II) nominal wear and tear or deterioration; (III) any damage caused or made worse by the negligence, improper maintenance, improper operation or alteration of the Property by anyone other than Enchanted Spaces (IV) any loss or damage resulting from acts of God, natural disasters or other causes beyond the control of Enchanted Spaces LLC, including, but not limited to fire, explosion, smoke, water, glass breakage, windstorms, hail, lightening, changes which are not reasonably foreseeable in the level of underground water table, falling trees, aircraft, vehicles, flood and earthquake; (V) insubstantial variances or defects; (VI) environmental conditions such as overhead, underground or above-ground power lines or facilities, radon or other naturally occurring hazardous environmental conditions; (VII) any swimming pool or spa (homeowner hereby agreeing to look solely to the swimming pool/spa contractor); or (VIII) damage or destruction to any plants included in any landscaping provided by Enchanted Spaces unless such damage or destruction is reported in writing to Enchanted Spaces within thirty (30) days from the date of Closing. Any work conducted by homeowner on the Property shall void and terminate any Warranty of Enchanted Spaces as to any part of the Property directly or indirectly affected by such work. Enchanted Spaces' Limited Warranty obligations are subject to homeowner granting reasonable access to the Property during normal business hours. Homeowner understands and agrees that Warranty service may require multiple service calls in order to complete and effect corrective action.

We assign and pass on to you the manufacturers' warranties, if available, on all appliances and certain other manufactured items furnished with your home, and we do not warrant, expressly or impliedly, any of these appliances or items ourselves.

This section of your Homeowner Guide is an expressed Warranty, which means that it gives the details of coverage for specific items, the Warranty period, any limitations and/or exceptions. It consists of several Warranties on specific parts of your new home and it shows how long each Warranty remains in effect and who has responsibility.

Who Is Covered

This Limited Warranty is offered to the original purchaser of the home, and is not transferable to subsequent owners of the home.

General Warranty Information

The coverage of this Limited Warranty begins on the date in which you close escrow. That date is referred to in this Limited Warranty as the Closing.

With the exceptions stated in this section, the coverage of the Limited Warranty generally ends ONE (1) YEAR after Closing. Implied warranties, whether of merchantability or fitness for a particular purpose or habitability or otherwise, if they exist, will last only as long as the term of the specific Warranty periods set forth below.

Warranty Period - Two Years After Closing

Warranty is limited to:

- The repair of damage to the load-bearing elements to restore their function;
- The repair of components of the home damaged by the major structural defect, which make the home unsafe, unsanitary or otherwise unsuitable for occupancy. Personal property is not included.

Concrete and Masonry

Enchanted Spaces warrants all stucco, concrete, brick, stone and other masonry in your home against substantial defects. Substantial defects means cracks - in the house and garage slabs, driveways, walks and other masonry - which significantly interrupt the surface or which materially reduce the required structural strength of the part.

Warranty Period - One Year After Closing

Exceptions: We will not repair hairline cracks in concrete, stucco or other masonry or repair minor separation of grouting. Minor cracking in stucco, concrete and other masonry materials is normal.

Enchanted Spaces will not be responsible for minor cracking that falls within accepted industry standards.

**Minor hairline cracks in masonry are normal.
Do not be alarmed.**

Drywall Ceilings and Walls

Enchanted Spaces warrants all drywall ceilings and walls in your home against substantial defects. Substantial defects means cracks, which significantly interrupt the surface or which materially reduce the required structural strength of the component. Cracks of this type are generally 1/8" wide or greater in width. Enchanted Spaces will repair drywall cracks exceeding 1/8" in width ONE (1) TIME ONLY during the Warranty Term. Enchanted Spaces is not responsible for variations in paint color or drywall texture.

Warranty Period - One Year After Closing

Exceptions: Enchanted Homes will not repair hairline cracks in drywall surfaces. Minor hairline cracking in drywall is a normal occurrence caused by expansion and contraction of the structure and can readily be corrected by the owner during normal maintenance and repainting.

Drains, Toilets and Faucets

Enchanted Spaces warrants that the faucets and toilets will function normally and that the drains will flow properly.

Warranty Period - Thirty Days After Closing For Toilets and Faucets; Seven Days for Drains

Exceptions: Enchanted Spaces, or their subcontractors, are not responsible for repairs of damage to drains, faucets and toilets that are caused by the homeowner or others in the home and are not due to defects in materials and workmanship.

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Warranty Period - One Year After Closing

Exceptions: Enchanted Spaces will not repair damage that is caused by heavy machinery, heavy trucks or unusual loads on the driveway or adjacent soil. Minor cracking in concrete and other masonry materials is normal. Enchanted Spaces will not be responsible for minor cracking that falls within accepted industry standards. If concrete is replaced or resurfaced, we, or our subcontractors, will not be responsible for matching original colors.

Electrical System

Enchanted Spaces warrants the electrical system, including all wiring, connections and electrical boxes. Changes to your electrical system can void your Warranty. Consult a licensed electrician for any changes or additions to your electrical system.

Warranty Period - One Year After Closing

Exceptions: The Warranty does not cover light bulbs. This Warranty is void if the homeowner or anyone other than a licensed electrician performs work on the electrical system.

Always use a licensed electrician for any changes or modifications to your electrical system

Heating and Air Conditioning

Enchanted Spaces warrants that the heating and air conditioning systems that are included in the selling price of the home were installed in accordance with good heating and air conditioning practices. We also warrant that they meet inspection standards and that they will operate properly in the original finished rooms of the home, considering its architectural style and other design features.

Warranty Period - One Year After Closing

Exceptions: We do not cover the heat pump, gas-fired furnace, air conditioning (cooling) unit or any other portion of the heating or cooling systems which are not part of the structural components of your home or which carry express warranties by the manufacturer.

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Plumbing System

Enchanted Spaces warrants the structural components of the plumbing systems - all pipes and their fittings - to be free of defects in materials and workmanship.

Warranty Period - One Year After Closing

Exceptions: This Warranty does not cover the water heater or any other part of the plumbing system which is not a part of the structural component of the home or which is warranted by its manufacturer. Enchanted Spaces is not responsible for repairs of damages to the plumbing systems which are found to be caused by the homeowner or others in the home that are not due to defects in materials or workmanship.

Roof

Enchanted Spaces warrants that the roof covering and flashing will be free from leaks and defects for a period of 5 years from date certificate of occupancy issued by the Building Inspector.

Exceptions: This Warranty does not cover defects, which happen because of acts or circumstances beyond our control. For example, damage caused by the homeowner in attaching holiday lights and damages to the roof by winds in excess of normal for the area or by blown or falling objects are not covered under this Warranty.

What Is Not Covered

This section identifies items that are not covered by this Limited Warranty. Generally, these are minor problems that do not affect the structural integrity of the home or are caused by circumstances that are beyond our control.

Abuse

Enchanted Spaces will not repair damages that are caused by abuse or by any use for which the damaged part is not intended.

Alterations

Enchanted Homes will not be responsible for alterations, changes or additions by the homeowner and/or subcontractors chosen by the homeowner, and any damage resulting from the same.

Catastrophes

Enchanted Homes is not responsible for damages that are caused by acts of God, natural catastrophes, acts of war and other circumstances that are beyond our control.

Caulking

Enchanted Spaces will not be responsible for caulking around sinks, tubs, ceramic tiles, baseboard and door casing Vegas or Beams. Caulking will dry and shrink, particularly during hot, dry weather. This is considered a routine maintenance item to be handled by the homeowner. Caulking compounds are available at hardware stores and home centers.

Defective Appliances

Appliances, equipment and other consumer products that are in the home are not covered by this Limited Warranty. Most are covered by specific warranties from their manufacturers.

External Painting

Enchanted Spaces is not responsible for normal fading, chalking, checking of outside paint or staining due to water, rain, etc. If Enchanted Spaces does paint touch-up, the perfect match of colors is not guaranteed. The homeowner should do touch-up painting annually or as needed.

Hairline Drywall Cracks

Enchanted Spaces will not be responsible for hairline drywall cracks that occur due to settling. These hairline cracks are considered normal and are not covered by the Limited Warranty.

Imperfections In Wood

Enchanted Spaces will not repair cracks in wood or the minor separation or opening of wooden joints such as those in paneled doors, mitered casings or solid paneling that are caused by the normal shrinkage of the wood during the drying process of your home this include Vegas and Beams. In addition, Enchanted Spaces is not responsible for cracking, checking, twisting or turning of wood beams unless such a condition prevents the beam from meeting industry structural standards. Wood/lumber comes from the Mill between 18-19% moisture content and therefore can shrink and twist. Enchanted Spaces will brace all wood that needs bracing because of warping or twisting in all walls.

Lack Of Timely Maintenance

Enchanted Spaces is not responsible for damages that result from the lack of normal maintenance to the home or its components.

Ordinary Wear And Tear

Day-to-day living in a home results in ordinary wear and tear on the components. Enchanted Spaces is not responsible for such wear and tear.

Owner's Routine Usage, Repairs or Alterations

Enchanted Spaces is not responsible for repairing damage that is caused by the owners or by agents of the owners, including attempted repairs to items that might otherwise be covered by the Limited Warranty.

Other Items

The following is a partial list of items that are considered consumer products and are not part of the structural components of the home -- these items are covered by manufacturers' warranties and are, therefore, not covered by this Enchanted Spaces Limited Warranty:

Air Conditioning Units	Jetted Baths	Central Vacuum Systems
Dishwashers	Swimming Pools	Washer/Dryers
Smoke Detectors	Security Systems	Water Softeners
Refrigerators	Water Heaters	Garage Openers
Garbage Disposals	Ranges	Ice Makers
Intercoms	Ovens and Hoods	Fireplaces

Landscaping Plants have a warranty of 30 days

Notwithstanding anything is this limited warranty to the contrary, nothing in here shall be deemed to limit, overrule or otherwise negate the provision of the New Mexico's statue of repose, N.M.S.A. Section 37-1-27

Enchanted Spaces, LLC	Date
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Buyer	Date
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