

**GENERAL WARRANTY AND STRUCTURAL WARRANTY
PURSUANT TO RSA 356-B:41**

Lakeport Village Condominiums, LLC (LVC /Contractor/Declarant) hereby warrants to the original buyer(s) to provide all materials and labor necessary to correct defects of material and/or workmanship in the LVC built condominium for a period of one (1) year from the date of closing or issuance of Certificate of Occupancy, whichever is later, and to the extent of terms and conditions of warranty by vendors of products used in the construction of LVC condominium provided that the period of such warranty equals or exceeds one (1) year.

- I. LVC accepts no responsibility for:
 1. Any damage to the extent it is caused or worsened by:
 - A. Negligence, improper maintenance, or improper operation by anyone other than LVC.
 - B. Failure by you or anyone other than LVC to comply with warranty requirements of manufacturers of fixtures supplied by LVC.
 - C. Failure by you, the original buyer, to give notice to LVC of any defects within **sixty (60) days**.
 - D. Changes, alteration or additions made to the home by anyone after closing except those performed by LVC.
 2. Any loss or damage which you, the original buyer, have not taken timely action to minimize.
 3. Any defect in, or caused by, materials and/or work provided by anyone other than LVC or its subcontractors and suppliers.
 4. Normal wear or deteriorations.
 5. Loss or damage not caused by a defect in the construction of the condominium by LVC, but resulting from accidents, riots, civil commotion or acts of God.
 6. Any loss or damage that arises while the condominium is being used primarily for nonresidential purposes.
 7. Any condition that does not result in actual physical damage to the condominium.
 8. Damage to personal property.
- II. Specific warranty matters and action on same will be attached hereto and are part of this Warranty.
10. No warranty is provided by contractor on any appliances or materials furnished by the owner for installation.

11. Dispute resolution shall be submitted to "Binding Arbitration: only with each side paying for its own legal fees and costs and equally pay the cost of Arbitrator. The standard to which LVC work shall be measured shall be that detailed in "Warranty Residential Construction Performance Guidelines for professional Builders and Remodelers", copyright 2001, by the National Association of Home Builders of the

United States.

12. Repair of the following items is specifically excluded from the contractor's warranty: Damages resulting from lack of owner maintenance, damages resulting from owner abuse or ordinary wear and tear; deviations that arise such as the minor cracking of concrete, stucco, and plaster, minor stress fractures in drywall due to the curing of lumber; warping and deflection of wood; shrinking/cracking of grouts and caulking, fading of paints and finishes exposed to sun light.
13. **THE EXPRESS WARRANTIES CONTAINED HEREIN ARE IN LIEU OF' ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR USE OR PURPOSE. THIS LIMITED WARRANTY EXCLUDES CONSEQUENTIAL AND INCIDENTAL DAMAGES AND LIMITS THE DURATION OF IMPLIED WARRANTIES TO THE FULLEST EXTENT PERMISSABLE UNDER STATE AND FEDERAL LAW.**
14. **Dispute Resolution and Attorney's Fees:**
 1. **Dispute Resolution:** Any dispute between SLC and Buyer shall be submitted to "binding arbitration" only, with each side paying for its own legal fees and costs and equally paying the cost of arbitrator. The standard to which the Seller/Builder work shall be measured shall be that detailed in the "Residential Construction Performance Guidelines for Professional Builders and Remodelers 2nd Edition.
 2. No party in any legal proceeding related to this Agreement or the sale or any litigation related to 9 units or units at LVC, Laconia, NH 03246 shall be entitled to payment of any reasonable attorney's fees, costs and expenses.
15. **RSA 359 G Notice:** New Hampshire Law, RSA 359-G contains important requirements you must follow before you may file a lawsuit or other action for defective construction against the contractor who constructed, remodeled or repaired your home sixty (60) days before you file your lawsuit or other action, you must serve on the contractor a written notice of any construction conditions you allege are defective. Under the law, a contractor has the opportunity to make an offer to repair and/or pay for the defects. There are strict deadlines and procedures under State Law, and failure to follow them may affect your ability to file a lawsuit or other action.
16. **Structural Warranty Pursuant to RSA 356-B:41:** Notwithstanding anything in this Warranty to the contrary, the declarant (LVC) shall warrant or guarantee, against structural defects, each of the units for one year from the date each is conveyed, and all of the common areas for one year. The one year referred to in the preceding sentence shall begin as to each of the common areas whenever the same has been completed or if later, (a) as to any common area within any convertible land or portion thereof, at the time the first unit therein is conveyed, and (c) as to any common area within any other portion of the condominium at the time the first unit therein is conveyed. For the purposes of this paragraph, no unit shall be deemed conveyed unless conveyed to a bona fide purchaser. For the purposes of this paragraph, structural defects shall be those defects in components any unit or common area which reduce the stability or safety of the structure below accepted standards or restrict the normal intended use of all or part of the structure and which require repair, renovation, restoration, or replacement. Nothing in this paragraph shall be construed to make the declarant/LVC responsible for

any items of maintenance relating to the units or common areas.

On this ____ day of _____ 2026, I/We, acknowledge receipt and accept this General Warranty.

Buyer

Buyer