

LIMITED WARRANTY

BUYER(S): _____
PROPERTY: _____

Congratulations for purchasing a Pike Construction and Design Home! Pike Construction and Design has carefully selected its Materials and contractors to help provide the homeowners with many years of trouble free living. Please carefully read the following procedures and coverage's if a warranty situation should arise.

Homeowner Obligations: It is the obligation of the Homeowner to care for your home in a way to prevent or minimize damage to it. New homes will go through a period of settlement and movement, which may cause minor material shrinkage, cracking, and other events, which are normal. It is the Homeowner's responsibility to maintain the home as well as notify the Builder in a timely manner if there is a deficiency.

1. ONE (1) YEAR COVERAGE: This limited warranty commences on the date of settlement, or the date of homeowners occupancy, whichever occurs first, and continues for a period of one (1) year. This limited warranty is in effect only if Builder is in receipt of entire contracted purchase price.

2. NON-TRANSFERABLE: This limited warranty is not transferable and will automatically terminate if property is leased, vacated or sold by the original home owner.

3. REQUEST FOR WARRANTY SERVICE: The home owner with a limited warranty complaint must submit clear and specific written request to the Builder using the email address provided at the end of this limited warranty statement. No limited warranty work will be performed until complaint has been received in writing, unless designated an emergency.

4. REMEDY: The Builder shall have the option to repair, replace or pay the Homeowner the reasonable cost of repair of any covered deficiency. The design, method and manner of such repair shall be at the sole discretion of the Builder. Any repair or replacement shall not extend the warranty term.

5. DISCOLORING: Repair or replacement of interior and exterior finishes, including driveways and sidewalks, will be limited to the defective area. Builder is not responsible for color variations.

6. CONSEQUENTIAL DAMAGES: Limited warranty coverage does not include consequential damage or inconvenience resulting from a defect.

7. RIGHT OF ACCESS: Homeowner must provide the Builder access to property during normal weekday business hours to perform its obligations under this warranty. Failure to provide such access may relieve builder of its obligations.

8. COVERAGE PROVIDED: During the term of this warranty, and subject to the terms and conditions listed herein, the Builder warrants the home against defects in materials and workmanship in the following items.

SITE WORK

GRADING: Performance standard – During the process of constructing your home, fill dirt may or may not have been brought in to back fill around the foundation of the home. It is normal for dirt to settle around the foundation within certain tolerances and is considered a maintenance issue.

RESPONSIBILITY: The settling of ground around the foundation that exceeds 6 inches shall be filled one time during the first year.

DRAINAGE: Performance standard – after normal rainfall, water should not stand in yard within 10 ft of home for more than 48 hours. Drainage time may be much longer during times of snow, frost, excessive precipitation or soil saturation

RESPONSIBILITY: Builder is responsible to establish proper grades and swales. Homeowner is responsible for maintaining them.

CONCRETE: Performance Standard – Cracks, other than at expansion and control joints, should not exceed 1/4th of an inch in horizontal or vertical displacement. Driveways, garage floors, patios, sidewalks, steps or stoops that do not meet this standard will be repaired. Cracks and movement at expansion and control joints are normal and are not considered construction defects.

RESPONSIBILITY: Builder will replace concrete in excess of 1/4" on concrete that is not on control joint.

BASEMENT WALLS: Performance standard – small cracks not affecting structural stability are not unusual in foundation walls. Cracks greater than 1/4 inch in width shall be repaired.

RESPONSIBILITY: Builder will repair cracks in excess of $\frac{1}{4}$ inch by caulking with a urethane concrete caulk

SEPARATION OR MOVEMENT OF STOOPS AND PORCHES: Performance standard – minor movement within 1 inch is normal
Responsibility – Builder will repair separation exceeding 1 inch

BASEMENT FLOOR: Cracks greater than $\frac{1}{4}$ " in width or $\frac{3}{16}$ " in vertical displacement will be corrected by Builder. Cracks in Garage Slab, patios, lead walks, and driveways – No Coverage

PITTING OR DETERIORATION OF CONCRETE SURFACE: Performance standard – concrete shall not disintegrate to the extent of exposing aggregate under normal conditions of use, except when such surfaces have been exposed to salts, chemicals or other abuses beyond the Builder control.

RESPONSIBILITY: Builder will patch, correct or repair to meet the performance standard

BRICK OR STONE VENEER: Any cracks greater than $\frac{1}{4}$ " in width will be corrected by the Builder.

DAMPNESS OR WATER ABSORPTION INTO EXPOSED MASONRY: Performance standard – masonry products are porous to varying degrees and cannot be controlled by the Builder. Responsibility - None

CARPENTRY

FLOORS: Performance standard - Modern homes are constructed, partially from organic wood materials. Such materials will move, shrink and expand with minor variations in temperature and moisture within the home. Squeaks are normally a passing condition caused by lumber shrinkage or movement and are not covered by this warranty unless caused by a defect in the floor system

RESPONSIBILITY: Builder will correct floor system structural defects

STUD WALLS AND CEILINGS:

RESPONSIBILITY: Walls or ceilings that are bowed more than $\frac{1}{2}$ " in a 32" horizontal measurement or $\frac{1}{2}$ " in an 8' vertical measurement will be corrected by the Builder.

EXTERIOR TRIM: Responsibility - Any joints between exterior trim and siding or masonry that exceeds $\frac{1}{4}$ " will be corrected by the Builder. Builder will correct by caulking with an exterior grade caulk sealant

INTERIOR TRIM: Performance standard – Because trim and moldings are largely made from organic materials, these pieces move, shrink and expand with minor variations in temperature and moisture within the home. Such movement, which may result in minor separation between adjacent surfaces is normal and should be expected within certain tolerances. This is not considered a defect, but is within the expected behavior of organic wood products. Interior doors may need adjusted and are not a warranty item.

RESPONSIBILITY: Builder will re-caulk separations in painted trim and moldings exceeding $\frac{1}{4}$ inch once during the first year. Builder is not responsible for color variations

MOISTURE PROTECTION

BASEMENT/CRAWL WATERPROOFING: PERFORMANCE STANDARD: During the construction of your home, a waterproofing membrane was sprayed on the foundation in areas that are expected to be below grade. This waterproofing membrane carries a separate warranty and is not the responsibility of the Builder. The home owner is responsible for filling out the proper warranty documentation given with this warranty statement. Failure to activate said warranty documentation will remove all liability from the Builder in the event of a waterproofing failure. Responsibility - Any leaks resulting in water coming through the walls or seeping through the floor will be corrected by the Builder.

SEALANTS

RESPONSIBILITY: Any joints or cracks in the exterior wall surfaces that are not properly caulked to exclude the entry of water or excessive drafts will be corrected by the Builder.

EXTERIOR

SIDING: Any siding that comes loose or falls off due to improper installation will be corrected by the Builder.

ROOFING: Performance standard – Roof shall not leak, except where snow, ice or debris is permitted to build up excessively or repeatedly.

Prevention of buildup is a maintenance item and is not the responsibility of the Builder. Because roof systems must breathe, your home is constructed with vents at the soffits and ridges of the roof system. Snow and rain driven by high winds under severe conditions can be driven into air vent passages. This is not considered a defect and Builder does not warrant against such water penetration.

RESPONSIBILITY: – All roof leaks, not caused by owner neglect or excessive wind conditions will be repaired. Builder is not responsible for color variations

GUTTERS/DOWNSPOUTS: It is the owners' responsibility to keep gutters free of debris. Any clog or overflow of a gutter is a maintenance item.

Any leaks in the gutters or downspouts will be corrected by the Builder. Unless it is apparent that neglect by the homeowner caused the gutter to fail structurally

DRAIN EXTENSIONS: Performance standard – Gutter drain extensions are installed as deemed necessary by the Builder to move water from gutters away from the home. Foundation drains are installed separately but for the same reason. It is the responsibility of the homeowner to maintain the gutters and downspouts in a manner that the drain extensions do not become clogged.

RESPONSIBILITY: clogged foundation drain extensions will be corrected by the Builder. Gutter extensions carry no warranty

DOORS/WINDOWS: Responsibility - Any warping of exterior doors more than ¼" corner to corner or such that prevents the door from operating properly will be corrected by the Builder. Any window that requires excessive force to operate will be corrected by Builder. Any insulated window, which has condensation on the inside, will be corrected by the Builder.

INTERIOR

COUNTERTOPS: Performance standard: solid surface tops are made from varying types of materials with varying degrees of scratch and stain resistance. It is the responsibility of the homeowner to clean and maintain the countertops in a way so as to prevent scratching and discoloration. All tops will be sealed at time of installation. It is the homeowner's responsibility to perform any maintenance measures necessary to prevent damage from occurring after moving in to the home.

RESPONSIBILITY: No Warranty

DRYWALL: Performance standard – Modern homes are constructed, partially from organic wood materials. Such materials will move, shrink and expand with minor variations in temperature and moisture within the home. Drywall, being inorganic, tends not to move well with movement of the lumber supporting it. Such movement, therefore often results in minor cracks, nail pops, the appearance of seam tape and other minor imperfections. Such imperfections, not exceeding 1/8 inch in width are common and are not considered a defect. Responsibility -Any cracks exceeding 1/8" or nail pops that are readily visible from a distance of 6' under normal lighting conditions will be corrected by the Builder.

PAINT: Performance standard – your new home was constructed using 1 coat of primer and 2 coats of paint on all drywall surfaces. Trim, moldings and doors will have 2 coats of paint. It is the responsibility of the homeowner to ensure that all paint related cosmetic issues are dealt with prior to closing. The Builder will walk with the homeowner at least 1 time prior to closing to identify and address paint related issues.

RESPONSIBILITY: paint point up after the homeowner takes possession of the home will be limited to only areas affected by repairs done by the Builder that were covered under another section of this

TILE: Any tile that becomes loose will be corrected by the Builder. Cracks in grout will be corrected one time within the first year, after which becomes a Homeowner responsibility

HARDWOOD FLOORING: Performance standard – Modern homes are constructed, partially from organic wood materials. Such materials will move, shrink and expand with minor variations in temperature and moisture within the home. Squeaks are normally a passing condition caused by lumber shrinkage or movement and are not covered by this warranty unless caused by a defect in

the floor joist system. If your home was built with a vented crawlspace, moisture and/or elevated humidity levels are possible in the crawlspace, especially during times of excessive weather conditions. This can cause hardwoods to "cup" and it is recommended that the homeowner check moisture levels periodically. It is the homeowner's responsibility to address any elevated moisture levels under the home unless directly caused by a condition covered under another section of this warranty. Responsibility - Any joints or separations in hardwood flooring that exceed 1/8" in width will be corrected by the Builder. Any issue directly related to poor workmanship during installation will be corrected by Builder.

CARPET: RESPONSIBILITY: Any carpet that becomes loose or has visible gaps or overlapping of seams due to improper installation will be corrected by the Builder

CABINETS/VANITIES: Responsibility - Any door or drawer shall open with reasonable ease. Any warping of doors that exceeds 1/4" or any wall or base cabinet with a gap in excess of 1/4" will be corrected by the Builder

FIREPLACE: RESPONSIBILITY: Any malfunction of unit due to improper installation will be corrected by the Builder.

MECHANICAL

PLUMBING: RESPONSIBILITY: Any supply line, drain line, valve or faucet leak due to material or workmanship will be corrected by the Builder.

APPLIANCES: RESPONSIBILITY: Any appliance that doesn't operate per manufacturer's specifications will be corrected by the Builder.

HEATING/COOLING SYSTEM: Performance standard - A correctly functioning heating and cooling system should be capable of maintaining an inside temperature of at least 70 degrees in normal winter design conditions and at least 78 degrees in normal summer design conditions. In the case where outside conditions exceed 95 degrees, the system shall keep the inside temperature 15 degrees cooler than the outside temperature.

RESPONSIBILITY: Any performance outside of the criteria above or any other malfunction of the system due to improper installation will be corrected by the Builder.

ELECTRICAL COMPONENTS: Any switches, fixtures, outlets, or circuit breakers that do not operate, as intended, will be corrected by the Builder.

SUMMARY

The above warranty coverage offered by Pike Construction and Design is 1 year from the date of closing. Additional warranties must be handled through specific manufacturers. It is the homeowners' responsibility to fill out and return all warranty registration cards that are included with this warranty statement. Failure to submit warranty items for review following the procedures stated in this warranty statement before the end of the 1 year coverage period will result in the Builder having the option to not cover said warranty items as the warranty coverage has expired

WARRANTY WORK PROCEDURE:

All non-emergency warranty requests are to be submitted in writing to Pike Construction and Design before any work can be scheduled. Please e-mail all warranty requests to the e-mail address provided below. Pike Construction and Design will review all non-emergency warranty items to determine whether work should be performed immediately or set a later date as long as agreed by both Builder and Homeowner.

Any emergency warranty items needing immediate attention should be emailed to Pike Construction and Design immediately in addition to the a specific trade vendor if applicable. Contact information for the most commonly needed trades in an emergency situation is provided and the homeowner should call on these trades directly to schedule any repairs needed.

PURCHASER: _____ DATE: _____
DocuSigned by:
BUILDER: Anthony Moore DATE: 7/25/2019
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