

## **Gardner Homes Limited Warranty**

A one year limited warranty is issued at the date of closing. This limited warranty includes labor and parts/material purchased and installed by Gardner Homes subcontractors that are not covered under individual manufacturers' warranty, and unless otherwise noted below. This limited warranty does not cover labor and parts/material purchased and installed by other subcontractors, homeowners or any other persons.

Garage Doors-See separate document regarding Amega Garage Doors.

Plumbing (incl water heater)-See separate document regarding Premier Plumbing.

Heating and Cooling-See separate document regarding Bussanmas Heating and Cooling.

Roofing-See separate document regarding Certainteed Shingles.

Cabinets-Wood characteristics that are inherently associated with a wood species. Each wood species exhibits its own distinctive pattern and characteristics which adds to its natural beauty. Grain variances, mineral streaks, worm holes and knots are not considered defects. Color variations are not covered under this warranty, such as the natural aging and darkening of the wood color, nor does it apply to the inherent growth characteristics of the wood. As with other natural materials, wood is affected by environmental factors such as natural and artificial lighting. Darkening or mellowing of the wood can be expected and is a natural process of wood. See separate document Koch Cabinets.

Shower/tub-Scratches/chips found after homeowner walkthrough prior to closing, are not covered under warranty.

Irrigation Line-Responsible for inside work only. Homeowner will also need to have a landscape company winterize this each year.

Garbage Disposal-Garbage Disposal is meant to grind excess food in sink for drainage purpose, they are not meant to be used like a food processor. If garbage disposal stops working, a few things to try before calling for repair. There is a Reset button on the bottom of the disposal. If it is locked up try to turn manually with the allen wrench left in the cabinet.

Ice Line-Warranty covers only up to the shut off.

Sump Pump-The manufacture will warranty the pump only, it is a mechanical device. Any damage caused due to pump not working will be at homeowners expense. It is recommended to have sump pump policy with your homeowners insurance. The sump pump should be tested once a month to verify it is working. Do this by filling pit with water and make sure pump turns on and pumps water out. Battery backup or hydro backups are always a good add on if the pump failing is a concern of yours.

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Sod-Care for the sod after closing is the homeowner's responsibility and is not covered under warranty. Homeowners should work with a lawn care professional to ensure proper care.

Drywall-As your home dries and cures during the first year, hairline cracks will form in walls, ceilings, and especially corners. Nail pops may also occur as the house settles. This is to be expected and not the result of a construction defect. These drywall defects will be repaired around the 11<sup>th</sup>/12<sup>th</sup> month of the warranty. We will not come out before to repair drywall as the house will continue to settle. Scratches, dings, dents, etc. that are a result of normal wear and tear and possibly the move in process will not be repaired under warranty. Drywall repairs done under warranty will not be repainted, it's the homeowners responsibility and not covered under warranty.

Paint-Paint touch ups are not covered under warranty. At your homeowner walkthrough prior to closing, you need to verify that extra paint has been left. Any paint touch ups need to be marked and noted at the homeowner walkthrough prior to closing. These cosmetic defects will be touched up before closing. Repairs of minor move in nicks, scratches, and other cosmetic defects are considered homeowner responsibility and will not be repaired after closing. Please allow paint 30 days to cure before wiping down walls or cleaning. Failure to do so may result in scratching and/or peeling of paint, this is not covered under warranty. Drywall repairs done under warranty will not be repainted, it's the homeowners responsibility.

Countertops & Caulking-Tops need to be protected from sharp objects, extreme heat, abrasives, and liquids that may leave a stain. If liquid is left on the surface it may begin to seep into the top, resulting in a stain. Some markings on the tops are apparent from the manufacturing process. Separation from walls is expected as the house settles and is not abnormal. Caulking of these joints is not covered under warranty and is homeowners responsibility. Shrinkage of caulking occurs naturally. Common areas of shrinkage are around countertops, tubs, and sinks. For best results and to prevent damage, re-caulk any joints that have shrunk or separated. Especially in areas where water is present.

Windows & Woodwork-Condensation of moisture on windows is not the fault of the windows. Water condensation is often a warning there is excessive moisture in your home that may facilitate mold growth. Condensation on window interior surfaces results from higher moisture in the air contacting low temperature surface on the glass. The higher the interior humidity and the lower the external temperature, the more condensation can occur. Increase interior home ventilation and air exchange devices if needed. Please take note, humidity levels within the home need to be monitored and regulated by the homeowner. Any buildup of moisture or damage resulting from this is not covered under warranty. This includes any moisture buildup in unfinished areas of the home (i.e. basements, garages) as well as wood flooring. Keep in mind, whole home humidifiers can create excessive build up during the first few years of the home. It's the homeowners responsibility to use exhaust fans, especially when showering, and wipe condensation off any finished surfaces. Consider installing a dehumidifier, use ceiling fans to improve air circulation. Broken or damaged glass and damaged screens will only be repaired/replaced if noted at homeowner walkthrough prior to closing. Some minor scratches in woodwork cannot be avoided. Variance in texture is a result of different grains in the material. Any cosmetic defect needs to be noted at homeowner walkthrough prior to closing. Cosmetic defects occurring after closing are not covered under warranty. See separate document regarding Gerkin Windows.

Concrete-Cracking and spalding commonly occur in concrete driveways, sidewalks, patios, and foundations. This is often caused by changes in ground temperature and moisture drying in the concrete. Small cracks are not an indication of a construction deficiency and will not impair the intended use of the concrete. These conditions are not covered under warranty. However it's the homeowners responsibility to contact Gardner Homes if there is a concrete issue that is a safety hazard, mainly a tripping hazard.

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Deck-Deck is not covered under warranty from wood shrinking, expanding and cracking.

Floors-Wood floors naturally expand and contract with changes in temperature and humidity. Keeping the house relatively stable is encouraged to prolong the life of your wood floors. With the expansion and contraction, separation of joints may occur. You will hear cracks as you walk across wood flooring, this is expected with all wood floors. A "quiet" proof floor cannot be guaranteed. With the settling of your new home and the normal expansion and contraction of the wood, squeaks, crackling, movement may occur. This is not covered under warranty. It's the homeowners responsibility to point out any defect in tile floors or grout lines during walkthrough prior to closing. Damages incurred after closing are not covered under warranty. These items are NOT covered under warranty: Color variations between store samples and installed flooring, color variations, knots, discoloration, pinholes and mineral streaks etc. Scratches, gouges, indentations, abrasions, gloss reduction, normal aging and curing and other surface defects caused by ordinary wear and tear or misuse. Such as damage by pets, heavy furniture, vacuum, appliances, cleaning supplies, water applied to floor, leaking pipes, moisture under subfloor material etc.

Cultured Stone-Expect bricks to have some mortar stain. This is normal and not a construction deficiency. Repeated cleaning of bricks or stone may damage the intended finish. Pressure washing the stone or brick repeatedly can cause the finish to be damaged. The warranty does not cover damage to the stone incurred after closing. Cracks and chips are a common characteristic to the product and not a sign of defect.

Lot Lines/Pins: Gardner Homes does not guarantee lot pin placement during the construction process. The legal description of property will govern where lot lines are located. For accuracy of placing fences, etc. that are effected by lot line locations, it is the homeowners responsibility to have a Licensed Engineer locate the lot lines.

Silcocks/outside Faucets-Hoses can't be left on when temperatures are going to be below 32°. This will result in the spigot freezing and once turned back on water will leak inside home. Any silcock found in this condition is not covered under warranty.

Manufacturers' Warranties-The manufacturers of certain appliances, equipment and products may issue their own warranty directly to the homeowner, these are not covered under Gardner Homes warranty. Gardner Homes is not responsible for the administration, enforcement, labor and parts/materials for these warranties. It is the homeowners responsibility to contact the manufacture directly.

At the 11th month of the limited warranty, homeowner must contact Gardner Homes to set up an appointment to discuss all warranty repairs (not to exceed the end of the 12<sup>th</sup> month). If we do not hear from you, we assume there are no repairs to make under this warranty. Contact Matt Gardner (515)491-0879.

Buyers confirm they also received these separate documents: Amega Garage Doors, Premier Plumbing, Koch Express Cabinets, Gerkin Windows, Bussanmas Heating and Cooling, Certainteed Shingles.

Property Address:	
Gardner Homes:	Date:
Buyer:	Date:
Buyer:	Date: