

## **BUILDER'S LIMITED WARRANTY AND DISCLAIMER AGREEMENT**

Throughout this document the words "you" and "yours" refer to the purchaser of a unit in Pierpont Hill at North Haven. The unit is referred to herein as the "home".

### **1. Commencement of Warranty**

The terms of the various coverages of this Limited Warranty begin on the date of the delivery of the deed.

### **2. Coverage**

The SELLER warrants that the home has been built in accordance with the State of Connecticut Building Code in effect at the time the original building permit was issued.

The SELLER warrants that for a period of one year, the floors, ceilings, walls and other internal structural components of the home that are not covered by other portions of this Limited Warranty will be free of defects in materials or workmanship.

The SELLER warrants that for a period of one year, the plumbing, heating, and electric wiring systems will be free of defects in materials or workmanship.

The SELLER warrants that for a period of one year, the roof will be free of leaks caused by defects in materials or workmanship.

The SELLER warrants that for a period of ninety (90) days, the following will be free from defects in materials or workmanship; doors (including hardware), windows, electric switches, electrical receptacles, electric fixtures, caulking, plumbing fixtures, and cabinet work.

All workmanship shall conform to the guidelines found in the publication, *Residential Construction Performance Guidelines for Professional Builders and Remodelers*, Consumer Reference Fifth Edition ©2015 National Association of Home Builders of the United States. If an item is not covered in this publication, standard residential construction practice shall govern.

**NOTE: CONSEQUENTIAL AND INCIDENTAL DAMAGES ARE EXCLUDED AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES.**

### **3. Exclusions from Coverage**

THE SELLER DOES NOT ASSUME RESPONSIBILITY FOR ANY OF THE FOLLOWING, ALL OF WHICH ARE EXCLUDED FROM THE COVERAGE OF THIS LIMITED WARRANTY:

(a) Consequential or incidental damages. This includes any damage to the home or its contents caused by a defect in an item under warranty.

(b) Defects in any water heater, kitchen equipment or appliances or other items considered consumer products under the Magnusen-Moss Federal Trade Commission Improvement Act. The SELLER warrants, however, that all such equipment will be installed new and that the SELLER will deliver to purchaser any manufacturer's warranties that are both applicable to such equipment or appliances and for the sole benefit of the consumer purchaser.

(c) Damage due to ordinary wear and tear, abusive use, lack of proper maintenance, and/or lack of maintaining proper heating, cooling and humidity levels.

(d) Defects in items installed by you or anyone else except the SELLER or the SELLER'S subcontractors provided same was requested by the SELLER.

(e) Work done by you or anyone else except the SELLER or the SELLER'S subcontractors, provided same was requested by the SELLER.

(f) Loss or damage due to the elements.

(g) Defects that are the result of characteristics common to the materials used, including but not limited to, warping and deflection of wood; fading or chalking of exterior surfaces; sheetrock cracks and so-called "nail pops" caused by normal shrinkage and settlement; cracks due to drying and curing of concrete, stucco, plaster, bricks and masonry; drying, shrinking and cracking of caulking and weather stripping; floor squeaks; shrinkage, gapping, or ridging of hardwood floors; variation of stain color; paint chipping or cracking.

(h) The failure of grass, trees and shrubs to grow. The SELLER will deliver to the Association any nursery's warranties that are both applicable to such vegetation and for the sole benefit of the Association.

(i) The erosion of topsoil or sub soil due to weather or other conditions.

(j) The quality of indoor air. The SELLER has made no investigation to determine whether there is radon gas or other natural environmental pollutants affecting the Units, although such conditions may exist, and the SELLER makes no representation or warranties as to the presence of, or the level thereof, or as to the effect of radon, or any such condition, on the Units or the residents thereof. You have the opportunity to perform a radon test at your expense during the 90-day period following the closing so that you can make an independent determination as to the presence or absence of radon in the Unit. The SELLER will not be responsible for any remediation or mitigation of any radon found to be present in the unit unless you notify the SELLER in writing of the presence of radon in excess of 4 picocuries per liter within said 90-day period.

(k) Loss or damage caused by mold. The SELLER will not be responsible for any damages caused by mold or by some other agent that may be associated with defects in the SELLER's construction, including but not limited to, property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, and adverse health effects, or any other effects. Whether or not you experience mold growth will depend largely on how you manage and maintain your Unit. Our responsibility as a homebuilder must be limited to things that we can control.

Section 10 of this Limited Warranty contains a summary of common conditions which are Non-Warrantable conditions. The SELLER is providing same to you to illustrate the types of conditions that are not covered by the Limited Warranty. Said summary is not intended to be a complete list of all Non-Warrantable conditions.

#### **4. No Other Warranties**

This Limited Warranty is the only express warranty the SELLER gives. Implied warranties, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, habitability, and good workmanship are hereby **waived and disclaimed**.

## **5. Claims Procedure**

If a defect appears that you believe is covered by this Limited Warranty, you should complete the online Warranty Request form which can be found at [www.pierponthill.com/warranty](http://www.pierponthill.com/warranty)

**IN THE EVENT OF WATER LEAKS, LACK OF HEAT OR LACK OF WATER YOU SHOULD IMMEDIATELY CONTACT THE RESPONSIBLE SUBCONTRACTOR ON YOUR EMERGENCY CONTACT LIST.**

## **7. Repair or Replacement**

In the event that the SELLER determines that a claimed defect is covered by this Limited Warranty, the SELLER will repair or replace same at no charge to you within 30 days of the Warranty Meeting unless delayed by weather conditions, labor problems, or material shortages. All work will be done by the SELLER or subcontractors chosen by the SELLER. The choice between repair or replacement shall be the SELLER's exclusively.

## **8. Nontransferable**

This Limited Warranty is extended to you as the original purchaser of the home and is not transferable to subsequent purchasers of the home.

## **9. Invalidation of a Provision**

Invalidation of any provision of this Limited Warranty by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

## **10. Examples of Non-Warrantable Conditions**

This section explains some of the changes and maintenance items that may occur in your new home over the first year or so of occupancy. Your home will require more maintenance and care than most products, since it is made up of many different components, each with its own special characteristics. Also, like other products made by humans, the home cannot be perfect. It will show some minor flaws and unforeseeable defects, and it may require some adjustments and touching up.

As noted above, THE SELLER will correct certain defects that arise during defined time periods after construction is completed. Other items that are not covered by the SELLER's warranty may be covered by the manufacturer's warranties. There are some conditions, however, that are not covered under the Seller's or manufacturer's warranties. It is important for you to read this section carefully and to understand that you have not contracted with the SELLER to correct certain types of problems that may occur in your new home. These guidelines will alert you to certain areas of maintenance that are your responsibility, and that could lead to problems if they are neglected.

The following list is an outline of some of the conditions that are not warranted by the SELLER. This list is a compilation of the most common issues raised by purchasers. It is not intended to be a complete list of all Non-Warrantable conditions. Please be sure you understand this list. Ask a representative of the SELLER if you have any questions.

**Non-Warrantable Conditions**

(a) Concrete foundations, walks, drives, and patios can develop hairline cracks not affecting the structural integrity of the building. There is no known method of eliminating this condition, which is not covered by any warranty.

(b) Basement hatchways, if any, can leak. There is no known method of eliminating this condition, which is not covered by any warranty.

(c) Damage caused from the use of salt or de-icers.

(d) Masonry and mortar can develop cracks due to shrinkage in either the mortar or brick, if any. This is normal and should not be considered a defect. It is not covered by any warranty.

(e) Wood will sometimes crack or "spread apart" due to the drying out process. This is most often caused by the heat inside the home or the exposure to the sun on the outside. This is normal and considered a maintenance item to be cared for by you or the homeowner's association.

(f) Drywall (sheetrock) will sometimes develop nail pops or settlement cracks. This is a normal part of the drying out process and an item that you should handle with spackling during normal redecorating.

(g) Floor squeaks: After extensive research and writing on the subject, it has been concluded that much has been tried but little can be done about floor squeaks. Accordingly, floor squeaks are not covered by the SELLER's warranties. Generally, they will appear and disappear over time with changes in weather.

(h) Floors: Your floors are not warranted for damage caused by neglect or the incidents of use. Wood, tile, and carpet all require maintenance. Floor casters are recommended to prevent scratching or chipping of wood or tile; you should clean stains from carpets or wood or tile immediately to prevent discoloration. Carpet tends to loosen in damp weather and will stretch tight again in dryer weather.

(i) Caulking: Exterior and interior caulking in bath tubs, shower stalls, and ceramic tile surfaces including tile backsplashes will crack or bleed somewhat in the months after installation. This is normal and should not be considered a defect. This is not covered by the warranty and is a minor occurrence that you should maintain.

(j) Brick discoloration: Most bricks may discolor due to the elements, rain run-off, weathering, or bleaching. Thus, the color of the bricks is not considered a warranty item.

(k) Broken Glass & Mirrors: Any broken glass or scratched mirrors which are not noted during the SELLER'S pre-closing orientation will not be covered.

(l) Frozen Pipes: You must take precautions to prevent freezing of pipes during severe cold weather. A minimum temperature of 55 degrees must always be maintained in the home. Prior to November 1<sup>st</sup> of each year you must turn off all interior shutoffs for hose bibs, remove all outside hoses and open the hose bibs from the exterior of the home to drain excess water. Frozen pipes and hose bibs are not a warrantable condition.

(m) Stained Wood: All items that are stained will normally have a variation of colors, due to the different texture of woods. Doors that have panels will sometimes dry out and leave a small crack of bare wood. This is due to weather changes. None of these are a warrantable condition.

(n) Paint: Good quality paint has been used internally and externally on your home. Nevertheless, exterior paint can sometimes crack or chip. This is not a defect in the paint but is most often caused by other sources. You should avoid allowing lawn sprinklers to hit painted areas, washing down painted areas, etc. Inside, do not scrub latex painted walls, and be aware of the newly painted walls while you are moving furniture. The best paint will be stained or chipped if it is not care for properly. Any defects in painting that are not noted at the orientation are Non-Warrantable conditions.

(o) Cosmetic Items: The upkeep of cosmetic aspects of your home is your responsibility. You have not contracted with the SELLER to cover ordinary wear and tear or other occurrences subsequent to construction that affect the condition of features in your home. Chips, scratches, or mars in tile, woodwork, walls, porcelain, brick, mirrors, plumbing fixtures, granite and marble tops, lighting fixtures, kitchen and other appliances, doors paneling, siding, screens, windows, carpet, vinyl floors, cabinets, etc. which are not recognized and noted by you at the SELLER'S pre-closing orientation are Non-Warrantable conditions.

(p) Plumbing: Dripping faucets, sink drains within cabinets, toilet adjustments, and toilet seats are covered by the SELLER's warranty for a period of 90 days following the closing. After that, they are your responsibility. If the plumbing is "stopped up" during the warranty period and the person servicing the plumbing finds foreign materials in the line, you will be billed for the call.

(q) Lawn and Shrubs: The SELLER is not responsible for the growth of grass or shrubs. Once the SELLER grades and seeds, it is the homeowner's association responsibility to water and spread ground cover to prevent erosion.

(r) Roof Damage: Roofs are common elements. The manufacturer's warranty on roofs is for material only and is prorated over the period of the lifetime use of the roof. Warranty claims for any defects in materials should be handled by the homeowner's association directly with the manufacturer. The SELLER will not be responsible for any damages caused by persons walking on the roof, snow and ice dam removal or by the installation of satellite dishes or other item on a roof.

(s) Heating and Air Conditioning: Your heating and air conditioning equipment is covered by a manufacturer's warranty. It is your responsibility to be sure the filters are kept clean and changed in accordance with manufacturer's instructions. Failure to do so may void your warranty. It is also a good policy to have the equipment serviced or checked at least yearly.

(t) Indoor Air Quality: The SELLER has not performed any tests to determine air quality in the home or the presence of radon. The SELLER makes no representations or warranties with regards to: (i) the quality of the air or (ii) the amount, if any, of radon or mold present in said premises. Reference is made to the provisions of Section 3 (j) of this Limited Warranty.

(u) Doors: Normal shrinkage or settlement of your home will occasionally cause door jambs to move slightly. Doors that used to close easily may no longer do so. This type of problem is not covered under your warranty.

**12. Arbitration of disputes. Any controversy, claim or dispute between the you, on the one hand, and the SELLER on the other hand which is not resolved informally, and which arises out of or relates in any way whatsoever to this Limited Warranty or the breach thereof shall be resolved by final and binding arbitration to be held in New Haven, Connecticut, or at such other location to which you and the SELLER may agree in writing, administered either by the American Dispute Resolution Center, Inc. under its Commercial Arbitration Rules or by the American Arbitration Association under its Commercial Arbitration Rules. Judgment upon any award rendered by the arbitrator(s) may be entered in any court having jurisdiction. YOU UNDERSTAND THAT BY AGREEING TO THIS ARBITRATION PROVISION, YOU ARE WAIVING YOUR RIGHT TO HAVE ANY AND ALL CONTROVERSIES, CLAIMS OR DISPUTES WITH THE SELLER RESOLVED IN A JURY TRIAL OR IN A TRIAL TO A COURT.**

**THE UNDERSIGNED HEREBY CONSENT AND AGREE TO ALL OF THE DISCLAIMERS, EXCLUSIONS, CONDITIONS AND/OR LIMITATIONS AND THE PROCEDURES SET FORTH IN THIS AGREEMENT. THE UNDERSIGNED ACKNOWLEDGE THAT THE EXECUTION OF THIS AGREEMENT IS PART OF THE BASIS OF THE "BARGAIN" WITH DECLARANT AND THAT THE UNDERSIGNED HAS NOT RELIED UPON ANY STATEMENT, AFFIRMATION OF FACT OR PROMISE OF ANY NATURE WHATSOEVER, OR ANY WARRANTY, EXCEPT AS SPECIFICALLY SET FORTH IN THE PUBLIC OFFERING STATEMENT OR THE UNDERSIGNED'S EXECUTED PURCHASE AGREEMENT.**

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Date Purchaser

\_\_\_\_\_  
Date Purchaser

RAL NORTH HAVEN LLC

By:\_\_\_\_\_

Date \_\_\_\_\_