

**NOTE: CONSEQUENTIAL AND INCIDENTAL DAMAGES ARE EXCLUDED. ©Copyright, 2011 Home Builders Association of Greater Cincinnati, Inc.**



## **LIMITED WARRANTY**

**TERM.** The terms of the various coverages of this Limited Warranty begin on the date on which your home is deeded to you. That date is referred to in this Limited Warranty as the "Closing".

**COVERAGE.** We warrant that: for a period of one year after Closing, the floors, ceilings, walls, and other internal structural components of the home which are not covered by other portions of this Limited Warranty will be free of defects in materials or workmanship; and that

For a period of one year after Closing, the plumbing, heating, and electric wiring systems will be free of defects in materials or workmanship; and that

For a period of one year after Closing, the roof will be free of leaks caused by defects in materials or workmanship; and furthermore that

For a period of one year after Closing, the following items will be free of defects in materials or workmanship; doors (including hardware); windows; electric switches, receptacles and fixtures; plumbing fixtures; and cabinets.

**DURATION OF IMPLIED WARRANTIES.** THE DURATION OF ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF FITNESS OF PURPOSE, HABITABILITY, AND WORKMANLIKE CONSTRUCTION, IS LIMITED TO ONE (1) YEAR FROM THE DATE ON WHICH YOUR HOME IS DEEDED TO YOU. BY ACCEPTANCE OF THIS LIMITED WARRANTY, YOU ACKNOWLEDGE THAT YOU HAVE WAIVED ANY IMPLIED WARRANTIES THAT MAY EXTEND BEYOND THE TERM OF THIS LIMITED WARRANTY.

**MANUFACTURES' WARRANTIES.** The manufacturers of certain appliances and equipment may issue their own warranty directly to you. The manufacturers of other appliances and equipment may issue their own warranty to us which we hereby assign and pass to you. Each will be for its own period of time and will cover such usage as is specifically outlined in each separate warranty and to which you are directed. The following are examples of such appliances and equipment though not every home includes all of these items and some homes may include appliances not in this list: air conditioner, heat pump, exhaust fan, furnace, smoke detector, garbage disposal, water heater, range, oven, dishwasher and oven hood.

**EXCLUSIONS FROM COVERAGE.** This Limited Warranty does not extend to, and we assume no responsibility for any of the following:

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1. Defects in appliances and pieces of equipment which are covered by manufacturers' warranties, including but not limited to, any appliance, piece of equipment, or other item which is a "consumer product" for the purposes of the Magnuson-Moss Warranty Act, 15 U.S.C. 2301, *et seq.*, installed or included in the owner's property. The item may be covered by manufacturers' warranty (you should follow the procedure in the manufacturer's warranty if a defect appears in the item).
2. Defects in any appliances piece of equipment, or other item which is not a "consumer product" for purposes of the Magnuson-Moss Warranty Act, but which is covered by a manufacturer's warranty. (You should follow the procedure in the manufacturer's warranty if a defect appears in the item).
3. Damage due to ordinary wear and tear, abusive or lack of proper maintenance of your home.
4. Defects which are the result of characteristics common to the materials used, such as (but not limited to) warping and deflection of wood; fading, chalking, and checking of paint due to weather conditions: cracks due to drying and curing of concrete, drywall, bricks and masonry; drying, shrinking and cracking of caulking and weather-stripping.
5. Defects in items installed by you or anyone else except us.
6. Work done by you or anyone else except us.
7. Loss or injury due to the elements.
8. Conditions resulting from condensation on, or expansion or contraction of materials.

**NO OTHER WARRANTIES.** This Limited Warranty is the only express warranty we give and the duration of all implied warranties is limited to the term of this Limited Warranty. There are no other warranties, express or implied, which extend beyond the term of this Limited Warranty. We are not liable for any consequential or incidental damages arising as a result of a warranty claim. This Limited Warranty gives you specific legal rights, and you may also have other legal rights which vary from state to state.

**CLAIMS PROCEDURE.** If a defect appears which you think is covered by this Limited Warranty, you must write a letter describing it to us at the address appearing on the Limited Warranty. If delay will cause extra damage (i.e. if a pipe burst) telephone us. **Only emergency reports will be accepted by phone.**

**REPAIRS.** Upon receipt of your written report of a defect, we will repair or replace any item covered by this Limited Warranty which proves to be defective upon our examination. We will do so at no charge to you within 60 days (longer if weather conditions, labor problems or materials shortages cause delays). The work will be done by us or sub-contractors chosen by us. The choice between repair and replacement is ours.

**NOT TRANSFERABLE.** This Limited Warranty is extended to you only if you are the first purchaser of the home. When the first purchaser sells the home or moves out of it, this Limited Warranty automatically terminates.

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## **WARRANTY POLICY**

We hope you will be happy in your new home. It has been constructed in accordance with accepted homebuilding practices. It has been inspected by our trained personnel and the building department of the village, city, township or county within which jurisdiction it is situated.

As company policy, we will inspect your house as promptly as possible upon your written request to our office at the address appearing on the front of this Limited Warranty. Where such inspection reveals that it requires repairs or adjustments because of defects in workmanship or materials, we will make reasonable and necessary repairs or adjustments without cost to you except where these are the responsibility of a manufacturer, subcontractor, or other person or firm.

With this Limited Warranty you are receiving a copy of a booklet, **YOUR NEW HOME AND HOW TO TAKE CARE OF IT** (*provided by the builder*). Please read it carefully. It will help you to understand the minor adjustments necessary to most newly constructed homes in their first few months. It will aid you to preserve the value of your new home with proper care. This booklet also explains the responsibility of the manufacturers, subcontractors, or others for work done or equipment installed by them.

This Limited Warranty is nontransferable. Any obligation under it terminates, if the property is resold or shall cease to be occupied by the homeowner to whom it is originally issued.

This Limited Warranty and the accompanying manual conform to the standards of the Home Builders Association of the Greater Cincinnati. As a condition of membership, we have pledged ourselves to build good homes and to abide by the Association's Code of Ethics in the conduct of our business.

This Limited Warranty is given by the builder named in this Limited Warranty. The Home Builders Association of Greater Cincinnati is not a party to this Limited Warranty and this Limited Warranty does not grant to you any rights against the Home Builders Association of Greater Cincinnati or create any obligation of the Home Builders Association of Greater Cincinnati.

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## LIMITED WARRANTY

REGISTRATION NUMBER (provided by the builder) \_\_\_\_\_

HOME OWNER'S NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

CLOSING DATE \_\_\_\_\_ BUILDER \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_

ZIP \_\_\_\_\_ TELEPHONE \_\_\_\_\_ E-MAIL \_\_\_\_\_

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## **CODE OF ETHICS**

*Members of the Home Builders Association of Greater Cincinnati subscribe to the following Code of Ethics:*

*Members shall constantly seek to provide better values for the customers they serve.*

*Members shall at all times share their knowledge with fellow members and the public in the best interest of those they serve.*

*Members shall not obtain any business by means of fraudulent statements or by use of implications unwarranted by fact or reasonable probability.*

*Members shall comply, both in spirit and letter, with rules and regulations prescribed by law and government agencies for the health, safety and progress of the community.*

*Members shall not perform or cause to perform any act which would tend to reflect on or bring into disrepute any part of the industry served by this Association.*

*Complaints or grievances arising from this Limited Warranty that are not resolved by the builder within the time limits prescribed in this Limited Warranty may be referred to the Industry Standards Committee for conciliation. All complaints must be in writing and the homeowner must accept and acknowledge that the findings and recommendations of the Committee may be admitted as expert testimony in any subsequent arbitration or legal proceeding that might develop.*