

# Hartland Development Co., Inc.

## LIMITED ONE YEAR BUILDER'S WARRANTY

For PineBrook Place, Phase 1, Kingsport, TN

### AS FOLLOWS:

1. One Year Warranty Effective \_\_\_\_\_, on workmanship by builder. Excluded are items covered by any manufacturers, subcontractors of Buyer, and/or suppliers warranties or as indicated below. Color variations in finish materials are a characteristic of some products and are therefore not warranted by the builder.
2. Wood doors are not warranted unless warranted by the manufacturer. Wood doors require extra maintenance.
3. Factory warranty on appliances and equipment included in the purchase as provided by the manufacturer.
4. No retaining wall, concrete and/or aggregate shall carry a warranty. Cracks in concrete are characteristics of finished concrete and are beyond the builder's control. Precautions are taken to minimize concrete cracking.
5. Items not provided by the builder or any items provided by or modified by the owner shall not carry a warranty by the builder.
6. Basic landscaping shall be included in limited builders warranty.
7. Builder does not warrant against dampness or water in the basement.
8. Precautions should be taken in cold weather to prevent plumbing from freezing. Damages from frozen plumbing are the responsibility of the homeowner.
9. Nail pops and/or cracks on interior wall finish may be repaired once only during the first year following completion of the job except where repainting will conceal the defect. Any additional charge by the painter will be the responsibility of the homeowner.
10. When any painting is required after completion, a perfect match between original and new paint cannot be expected, and therefore the painter and/or builder is not required to paint an entire wall or room. Any additional charge by the painter will be the responsibility of the homeowner.

11. Builder does not warrant against any damage or destruction done by animals or other sources beyond builder's control.

12. Builder is not responsible for acts of God.

13. Builder warrants against major structural defects which occur during the first year from date of closing. Repair of a major structural defect is limited to the repair of damage to the load-bearing structure and to the repair of those items of the home damaged by the major structural defect which make the home unsafe, unsanitary or otherwise unlivable.

14. This warranty and any addenda are transferable for the balance of one (1) year warranty period.

15. The home requires an active maintenance effort on the homeowners part to reduce the likelihood of damage due to neglect, improper maintenance, or abnormal use. Damage caused or made worse by homeowner negligence, improper maintenance, or improper operation is expressly excluded under this builder's limited warranty.

NOTE: For Accurate record keeping, please submit any warranty requests in writing In a timely fashion to Hartland Development Co., Inc., PO Box 997, Kingsport, TN (A Facsimile is acceptable).

BUILDER: \_\_\_\_\_

PURCHASER: \_\_\_\_\_

PURCHASER: \_\_\_\_\_

WITNESS: \_\_\_\_\_

DATE: \_\_\_\_\_