



## LIMITED *warranty*

\_\_\_\_\_  
HOMEOWNER

\_\_\_\_\_  
SUBDIVISION

\_\_\_\_\_  
LOT #

\_\_\_\_\_  
HOME ADDRESS

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

Builder has provided this Limited Warranty to Homeowner. This Limited Warranty is the only warranty provided by Builder to Homeowner with respect to the Home. By signing below, Homeowner acknowledges that Homeowner has received the Limited Warranty and Performance Standards, read them in their entirety, and understands the Limited Warranty and Performance Standards. Homeowner further acknowledges that the Limited Warranty and Performance Standards can be reviewed online at [www.cristohomes.com/homeowners](http://www.cristohomes.com/homeowners)

### HOME OWNER(S)

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\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
NAME



**LIMITED warranty** This Limited Warranty is not a service agreement, nor is it a contract of insurance.

## **I. DEFINITIONS**

As used in this Limited Warranty, the following terms are defined as follows: "Builder" means Cristo Homes, Inc., an Ohio corporation. "Closing Date" means the day that Builder conveys the Home to Homeowner by delivery of a recordable deed of conveyance to Homeowner.

**"DEFECT"** means any Workmanship and Materials Defect, any Electrical, Plumbing and Mechanical Defect, and/or any Major Structural Defects.

**"ELECTRICAL, PLUMBING AND MECHANICAL DEFECT"** means a defect to the means by which electrical, plumbing or mechanical functions are delivered throughout the Home that: (i) results in physical damage to the Home; and (ii) is caused by Builder's material non-compliance with the Performance Standards.

**"HOME"** means the real property, building, and all improvements and appurtenances thereto sold to You by Builder and located at the Home Address identified on the preceding page of this Limited Warranty.

**"HOMEOWNER,"** "You," and/or "Your" means the Homeowner identified on the preceding page of this Limited Warranty.

**"LOAD BEARING COMPONENTS"** means the following load-bearing components of the home deemed to have the potential for major structural defect: (i) roof framing members (trusses and rafters), (ii) floor framing members (joists and trusses), (iii) load bearing walls, (iv) load bearing columns, (v) block lintels, (vi) load bearing beams, (vii) footings and (viii) foundations.

**"MAJOR STRUCTURAL DEFECT"** means: (i) actual physical damage to one or more of the Load Bearing Components of the Home; (ii) caused by the failure of such Load Bearing Components that affects their load-bearing functions; and (iii) which affects its load-bearing function to the degree that it materially affects the physical safety of the occupants of the Home.

**"PERFORMANCE STANDARDS"** means the standards and tolerances for workmanship and materials, attached hereto, that are used in this Limited Warranty to determine whether a Defect exists, and, if so, Builder's responsibility for repairing or replacing the Defect, subject to the terms of the Limited Warranty.

**"WORKMANSHIP AND MATERIALS DEFECT"** means a defect in the workmanship and materials of the Home that: (i) results in physical damage to the Home; and (ii) is caused by Builder's material non-compliance with the Performance Standards.

## II. OVERVIEW OF LIMITED WARRANTY

This Limited Warranty is separate and independent of the contract between You and Builder for the construction and/or sale of the Home. This Limited Warranty contains the procedures that the Homeowner must follow if the Homeowner believes there are any Defects covered by this warranty.

Builder's obligations under this Limited Warranty are conditioned upon Homeowner's compliance with the terms and conditions of this Limited Warranty. Builder's offer to resolve any issues for which it has no responsibility under this Limited Warranty does not extend the coverage offered by this Limited Warranty. Builder will have no liability or obligation under this Limited Warranty as to any defects that Homeowner repairs or replaces, or attempts to repair or replace without prior, written authorization from Builder. This Limited Warranty is automatically void and all obligations on the part of the Builder cease as of the date Homeowner(s) vacate the Home due to foreclosure proceedings. This Limited Warranty cannot be modified, altered or amended except by a written agreement signed by the Homeowner and Builder.

## III. LIMITED WARRANTY COVERAGE

### A. GENERAL

During the applicable warranty periods described below, Builder warrants that the Home will be free from Defects. This Limited Warranty only covers Defects for the warranty periods described below in this Article III. This Limited Warranty does not provide coverage, and Builder has no liability or responsibility for real or personal property damage, bodily injury, or death, or, any ordinary wear and tear, or deterioration to your Home, or personal property. This Limited Warranty does not cover any consequential or incidental damages.

### B. DISCLAIMER

TO THE FULLEST EXTENT PERMITTED BY LAW, ALL EXPRESS AND IMPLIED WARRANTIES, OTHER THAN THIS LIMITED WARRANTY, INCLUDING ANY ORAL OR WRITTEN STATEMENT OR REPRESENTATION MADE BY BUILDER, OR ANY OTHER PERSON, AND ANY IMPLIED WARRANTY OF HABITABILITY, MERCHANTABILITY, WORKMANLIKE PERFORMANCE, OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY DISCLAIMED BY BUILDER AND WAIVED BY YOU. YOUR ONLY REMEDY IN THE EVENT OF A DEFECT(S) IS PROVIDED TO YOU UNDER THIS LIMITED WARRANTY.

### C. WARRANTY PERIODS

#### 1. One (1) Year Warranty

From the Closing Date through the date that is the one (1) year anniversary of the Closing Date, Builder warrants that the Home will be free from Workmanship and Materials Defect(s).

#### 2. Two (2) Year Warranty

From the Closing Date through the date that is the two (2) year anniversary of the Closing Date, Builder warrants that the Home will be free from Electrical, Plumbing and Mechanical Defect(s).

#### 3. Ten (10) Year Warranty

From the Closing Date through the date that is the ten (10) year anniversary of the Closing Date, Builder warrants that the Home will be free from Major Structural Defects.

### D. REMEDIES

When Homeowner makes a timely claim under this Limited Warranty, Builder will have the right to inspect, investigate, and test the alleged Defect(s). If Builder determines that a Defect exists, Builder, in its sole discretion may elect to perform either of the two following remedies: (i) repair or replace the Defect(s); or (ii) pay Homeowner the actual, reasonable amount it would cost Builder, to repair or replace the Defect. In any event, the remedy selected by the Builder will be Homeowner's sole and exclusive remedy for the Defect(s). Homeowners must allow Builder access to the Home for any inspection, investigation, testing, repair or replacement.

#### **E. MANUFACTURERS' WARRANTIES**

Builder hereby assigns and passes through to You any transferable manufacturers' warranties on appliances, equipment, and materials. Builder will not repair or replace any item that is warranted by the manufacturer. This Limited Warranty also does not cover any appliances, fixtures, equipment or other items which are determined by law to be "consumer products" as defined by the Magnuson Moss Warranty Act (15 U.S.C. Sections 2301 – 3212). The following are examples of such appliances, fixtures and equipment, though not every home includes all of these items and some homes may include appliances and equipment not on this list: refrigerator, range, dishwasher, garbage disposal, water heater, heat pump, air conditioner, fireplace, furnace, humidifier, smoke detector, security alarm system, smart home components, audio/visual equipment, garage door opener and sump pump. If it is necessary to request warranty service for these items, Homeowner must make a request directly to the manufacturer or authorized service representative.

#### **F. NON-TRANSFERABLE WARRANTY**

The protection under this Limited Warranty is provided to the original Homeowner only and is not transferable to any subsequent homeowners who acquire title.

#### **G. OTHER WARRANTIES/INSURANCE**

Subject to the terms herein, this Limited Warranty provides coverage for a Defect(s) described herein, but not if coverage for a Defect exists under other warranties, insurance, or applicable federal, state, or local law, statute, ordinance, rule, or regulation ("Applicable Laws"). If coverage for a Defect exists under other warranties, insurance, or Applicable Laws, then the coverage of this Limited Warranty will only be in excess of what is covered by other warranties, insurance or Applicable Law—regardless of whether Homeowner makes a claim under, or collects proceeds or other relief pursuant to, such other warranties, insurance or Applicable Law

### **IV. LIMITED WARRANTY EXCLUSIONS**

This Limited Warranty does not provide coverage, and Builder has no liability or responsibility under this Limited Warranty, for any of the following (or any direct or indirect loss or damage arising therefrom or related thereto):

**A. ANY LAND; LAWN IRRIGATION SYSTEMS;** any portion of the water supply system (whether private or public, and including, but not limited to, volume and pressure of water flow); subsurface drainage systems (other than footer drains); or any portion of a sewage disposal system (whether private or public, and including, but not limited to, design).

**B. ANY OFF-SITE IMPROVEMENTS;** sidewalks; streets; culverts; recreational facilities; driveways; walkways; patios; porches and stoops not structurally attached to the Home; decks and balconies which are not bolted to or cantilevered from the main structure of your Home; boundary and/or retaining walls; bulkheads; or swimming pool(s) (whether located within or outside the Home).

**C. ANY WALL COVERINGS (INCLUDING, BUT NOT LIMITED TO, WALLPAPER);** sound transmission and sound proofing between rooms or floor levels; or bathroom accessories (including, but not limited to, towel bars, towel racks, and towel and toilet paper holders).

**D. ANY ADDITIONS OR ALTERATIONS TO YOUR HOME NOT INCLUDED WITH THE ORIGINAL SALE OF YOUR HOME; UTILITIES OR OTHER SERVICES OR COMPONENTS NOT SUPPLIED OR INSTALLED BY BUILDER;** or defects, damages, changes or alterations in items, work or material, completed, supplied or installed by you or any other person other than Builder.

**E. ANY LOADING OF STRUCTURAL COMPONENTS BY SOMEONE OTHER THAN BUILDER;** or the weight and/or performance of any furnishing or equipment that exceeds the load-bearing design of the Home.

**F. ANY CHANGES IN THE GRADING OF YOUR PROPERTY BY EROSION OR ANYONE OTHER THAN BUILDER, OR DUE TO THE FAILURE TO MAINTAIN THE ORIGINAL GRADE AROUND THE HOME;** or any soil movement (including, but not limited to, subsidence, expansion or lateral movement of soil, landslide, mudflow, or any other geological phenomena involving subsurface slope instability).

**G. THE NEGLIGENT MAINTENANCE OR OPERATION OF THE HOME OR PROPERTY BY THE HOMEOWNER(S) OR ANYONE ELSE OTHER THAN BUILDER;** or the acts or omissions of Homeowner(s) or any of his or her agents, employees, licensees or invitees).

**H. HOMEOWNER'S FAILURE TO:** (i) perform routine maintenance on the Home or abide by the Performance Standards, (ii) keep and maintain the Home in good repair and condition, (iii) immediately inform Builder in writing of any alleged Defects pursuant to the terms of this Limited Warranty, (iv) maintain proper temperatures within the Home, (v) maintain adequate ventilation or dehumidification in the Home (whether or not it results in dampness or condensation), or (vi) minimize or mitigate any defect condition.

**I. ANY MINOR OR COSMETIC DEFECTS INCLUDING,** but not limited to, chips, cracks, scratches, marks and similar defects in tile, woodwork, walls, paint, porcelain, brick cabinets, countertops, mirrors, carpeting, marble, glass, and plumbing fixtures.

**J. ANY DEFECTS RELATED TO CHARACTERISTICS OF MATERIALS, SUCH AS, BUT NOT LIMITED TO:** (i) warping, deflection and shrinkage of wood; (ii) fading, chalking and checking of paint due to sunlight; (iii) cracks due to the drying, curing, expansion and contraction of concrete, stucco, plaster, bricks and masonry; (iv) melted or discoloration of siding due to reflection of sunlight; (v) drying, shrinking and cracking of caulking; (vi) gradual deterioration, delamination, adhesive or cohesive failure, weakening or deformation of wood products or any other material due to continuous, prolonged or repeated contact with water, moisture or other liquids; (vii) natural fissures in stone products; or (viii) truss uplift.

**K. THE PRESENCE, EFFECT, OR OCCURRENCE OF ANY: (I) MOLD, MILDEW, FUNGI, ROT, DECAY CORROSION, OR HAZARDOUS OR TOXIC MATERIALS (EXCEPT IF DIRECTLY CAUSED BY BUILDER'S NON-COMPLIANCE WITH THE PERFORMANCE STANDARDS);** (ii) electromagnetic fields, radon gas, formaldehyde, organic matter or compound, other pollutants and contaminants, bacteria, viruses or pathogens; or (iii) insects, termites, birds, vermin, rodents, wild or domestic animals.

**L. ANY ACCIDENTS;** civil commotion, theft, vandalism, fire, smoke, explosion, power surges or failures, water escape, acts of God or nature, flood, wind-driven precipitation or water, intrusion of water from ice dams, surface water, overflow of a body of water, earthquakes, any weather phenomena (including, but not limited to, named storms), spray from any water or source thereof, wetlands, springs, or aquifers, volcanic eruption, sinkhole, mineshaft, avalanche.

**M. MATCHING (OR THE LACK THEREOF) COLOR TEXTURE OR FINISH ON ITEMS** that are repaired or replaced. This includes but is not limited to tile, brick, stone, concrete, shingles, siding, floor surfaces, paint, stain, mortar, or grout (whether or not the foregoing is repaired or replaced under this Limited Warranty).

**N. ANY LANDSCAPING** (including, but not limited to, seed, sod, shrubs, plantings, new or existing trees), wetlands, buried debris, mineshaft, springs, aquifers, subsurface water below the surface of the ground (including, but not limited to, water which exerts pressure on, or seeps or leaks through, a building, sidewalk, driveway, foundation, swimming pool or other structure), or any other subsurface anomaly or feature.

**O. ACCUMULATION, DRAINAGE OF WATER, OR FLOODING:** (i) in the vicinity of a drainage easement or natural drainage area; (ii) due to changes in the level of the underground water table below or near your Home; or (iii) if your Home is next to a flood hazard area as designated by the Federal Emergency Management Agency.

**P. THE QUALITY OR SUFFICIENCY OF WATER SERVING THE HOME.**

**Q. CRACKS, DEFLECTION, SURFACE DETERIORATION** and/or separation of exterior concrete within the tolerance standards set forth in the Performance Standards.

**R. ANY CONDITIONS, CHANGES, OR ALTERATIONS** resulting from condensation on materials, or expansion or contraction of materials (including, but not limited to, truss uplift).

**S. ANY VIOLATION OF APPLICABLE BUILDING CODES**, ordinances, or manufacturer installation instructions, unless such violation(s) is causing current physical damage to the home or violation and is directly caused by Builder's non-compliance with the Performance Standards in which event Builder's only obligation will be to repair the warranted defect (and not to restore or bring the Home to conform to code, ordinance, or installation instructions).

**T. THE REMOVAL AND/OR REPLACEMENT OF ANY ITEMS** excluded from coverage under this Limited Warranty including, but not limited to, landscaping, personal property, or items not originally installed by Builder, where removal and replacement are required to execute a repair under the terms of this Limited Warranty.

## **V. ANY FAILURE TO PERFORM REQUIRED MAINTENANCE**

On any common areas or common elements by the responsible homeowners' association (if any).

## **V. LIMITATION OF LIABILITY**

It is understood and agreed that, to the extent allowed by law, builder's liability under this limited warranty, whether in contract, in tort, in negligence or by omission or otherwise, is limited to the remedies provided in this limited warranty. The homeowners' remedies as set forth herein are exclusive. To the fullest extent allowed by law, builder shall not be liable for any special, indirect, unforeseeable or consequential damages including, without limitation, any damages based on a claimed diminution in the value of the property/home or for personal injury or for costs of shelter, food and transportation, moving and storage, or other expenses related to inconvenience or relocation during repairs to the home, even if builder has been advised of the possibility of such damages. To the fullest extent allowed by law, the total aggregate liability of builder with respect to this limited warranty whether arising out of contract, negligence or tort, or under any warranty or otherwise, shall not exceed the purchase price homeowner paid to builder to purchase the home or the products or services upon which such liability is based.

Some states do not allow the exclusion or limitation of incidental or consequential damages or limitations or how long an implied warranty lasts, so these limitations and exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state. builder's obligations under this limited warranty are limited, at builder's option to repair and replacement, or to pay homeowner the actual, reasonable amount it would cost builder to perform the repair or replacement only. If builder elects to pay homeowner the cost of repair or replacement, the amount of the payment will be reasonably determined by builder.

## VI. WARRANTY PROCEDURE

The following shall be a material part of this Limited Warranty. If you fail to fulfill your obligations under this Limited Warranty, Builder has no obligations to perform its obligations.

### A. MAKING A WARRANTY CLAIM (NON-EMERGENCY)

Except in the case of an emergency item, you must notify the Builder in writing of the existence of any defect before Builder has any obligations under this Limited Warranty. Written notice of a defect must be received by Builder before the expiration of the applicable warranty period. No action at law or in equity may be brought by you against the Builder for failure to remedy or repair any defect which the Builder has not received timely notice in writing. You must provide access to your home to Builder during normal business hours, Monday through Friday, 8 a.m., to 5 p.m., to inspect, investigate and/or test the defect reported, to determine whether the defect reported is covered under this Limited Warranty, and if necessary, take corrective action.

The warranty contact and claim information is as follows:

#### **CRISTO HOMES WARRANTY DEPARTMENT**

7594 Tyler's Place Blvd.

West Chester, OH 45069

[www.cristohomes.com](http://www.cristohomes.com)

(Warranty Contact Sections)

Main: 513-755-0570

### B. EMERGENCY SITUATION

If you have a situation that poses a substantial risk of serious physical damage to the home or a substantial risk of bodily injury to its occupants if a defect is not immediately repaired, then you must follow the procedures on the Builder's website ([www.cristohomes.com](http://www.cristohomes.com)) under the warranty and emergency contact sections. The Builder must be immediately notified, and the designated emergency trade must be used for the emergency service. Examples of an emergency situation include total loss of heat when the outside temperature is below 50 degrees F; total loss of electricity; total loss of water; a plumbing leak that requires the entire water supply to be shut off; and a gas leak. Please note that an emergency situation does not exist if/when gas, electric, water, or other utility services are out in an entire area. Please contact your local utility provider in this event.

### C. BUILDER'S PROCESS

For your convenience and to ensure that Builder's warranty program operates efficiently, Builder will address alleged Defects, which involve non-emergency situations, as follows:

1. During the applicable warranty period, you may make a warranty request no more frequently than once every 90 days by submitting a request and identifying any alleged Defects through the Builder's warranty website (a "Warranty Request").
2. Within a reasonable time, but no more frequently than once every 90 days, Builder will advise you as to whether the item(s) listed on the Warranty Request is a Defect covered under this Limited Warranty. Documented warranty items will then be addressed in accordance with the terms of this Limited Warranty.





3. Your failure to submit a Warranty Request will not extend the term of this Limited Warranty.
4. Any repairs or replacements covered by this Limited Warranty will be performed in a reasonable time, subject to Builder's option to schedule multiple repairs or replacements in a single visit, and subject to delays outside the control of Builder including, without limitation, delays caused by the act, neglect or default of the homeowner, or by weather, by strike, walkouts, or any other acts of employees, suppliers of labor or materials over which Builder has no control, or for which Builder is not responsible, including any delay caused by a shortage of labor materials or by any governmental control, regulations, or restrictions.
5. You must schedule any repairs or replacements offered by the Builder under this Limited Warranty with the Builder or the Builder's subcontractors or agents.
6. You must provide access to your home to allow Builder to repair or replace items covered by this Limited Warranty.
7. If there is more than one person that is the Homeowner, the person attending the warranty appointment shall be considered the representative of all parties.
8. Notwithstanding the foregoing, or anything else in this Limited Warranty, following the warranty resolution process set forth in this Limited Warranty will not satisfy the statutory requirements of Ohio Revised Code Chapter 1312 or Ky. Rev. Stat. Section 411.250 et seq., which must be met before judicial action may be taken against Developer for construction Defects. Any rights that Homeowner may have under Ohio Revised Code Chapter 1312 or Ky Rev. Stat. Sections 411.250 et seq. are subject to the requirements thereunder, and are not related to, contingent upon, or subject to any rights or requirements under this Limited Warranty. This Limited Warranty is offered wholly independently of any rights or remedies Homeowner may have under Ohio Revised Code Chapter 1312 Ky. Rev. Stat. Section 411.250 et seq.

## VII. ARBITRATION AGREEMENT

BUILDER AND HOMEOWNER WILL USE BEST EFFORTS TO RESOLVE ALL DISPUTES, CLAIMS OR CONTROVERSIES ARISING OUT OF, OR REGARDING, THIS LIMITED WARRANTY, OR BUILDER'S OBLIGATIONS OR RIGHTS HEREUNDER (EACH A "DISPUTE" AND COLLECTIVELY, "DISPUTES"). IF DISPUTES ARE NOT SOLVED BY GOOD FAITH NEGOTIATIONS BETWEEN THE PARTIES DURING A THIRTY (30) DAY PERIOD STARTING ON THE DATE ONE PARTY NOTIFIES THE OTHER PARTY IN WRITING OF ANY DISPUTE THEN BUILDER MAY REFER THE DISPUTE TO MEDIATION. IN THAT EVENT THE DISPUTE SHALL BE SCHEDULED FOR MEDIATION IN THE COUNTY WHEREAT THE HOME IS LOCATED (THE "HOME COUNTY") WITH A MEDIATOR SELECTED BY BUILDER, AND ON A DATE AGREED UPON BY THE PARTIES, BUT WITHIN 45 DAYS OF EITHER PARTY DECLARING AN IMPASSE IN GOOD FAITH NEGOTIATIONS. THE COSTS OF THE MEDIATOR SHALL BE BORNE BY BUILDER. IF MEDIATION IS NOT SUCCESSFUL, OR IF THE BUILDER ELECTS TO PROCEED WITH ARBITRATION RATHER THAN MEDIATION THEN THE DISPUTE SHALL BE SUBMITTED TO BINDING ARBITRATION, WHICH SHALL BE CONDUCTED ON A CONFIDENTIAL BASIS. ANY ARBITRATION PROCEEDINGS SHALL TAKE PLACE IN THE HOME COUNTY. THE ARBITRATION SHALL BE ADMINISTERED BY JUDICIAL ARBITRATION AND MEDIATION SERVICES ("JAMS") PURSUANT TO ITS STREAMLINED ARBITRATION RULES AND PROCEDURES. THE ARBITRATOR SHALL BE SELECTED BY THE AGREEMENT OF THE PARTIES, BUT IF THEY DO NOT AGREE WITHIN 30 DAYS AFTER THE ISSUANCE OF THE COMMENCEMENT LETTER FROM JAMS EACH PARTY SHALL SELECT ONE ARBITRATOR AND THE ARBITRATORS SELECTED BY THE PARTIES SHALL SELECT ANOTHER ARBITRATOR AND THAT ARBITRATOR SHALL SERVE AS THE SOLE ARBITRATOR. ANY PARTY THAT FAILS TO SELECT AN ARBITRATOR WITHIN 30 DAYS AFTER THE ISSUANCE OF THE COMMENCEMENT LETTER FROM JAMS SHALL BE DEEMED TO HAVE WAIVED THAT PARTY'S RIGHT TO SELECT AN ARBITRATOR. ANY AWARD RENDERED BY THE ARBITRATOR SHALL BE BASED ON THEN CURRENT LEGAL THEORIES AND ACCOMPANIED BY A WRITTEN OPINION GIVING THE REASONS FOR THE AWARD. THE DECISION OF THE ARBITRATOR SHALL BE FINAL AND BINDING AND ENFORCEABLE BY THE PARTIES. EACH PARTY SHALL PAY ITS OWN EXPENSES OF ARBITRATION, INCLUDING ANY EXPENSES RELATED TO A PARTY'S SELECTION OF AN ARBITRATOR(S) AS PROVIDED ABOVE. THE EXPENSES OF THE SOLE ARBITRATOR SHALL BE SHARED EQUALLY BETWEEN THE PARTIES; PROVIDED, HOWEVER, THAT IF IN THE OPINION OF THE SOLE ARBITRATOR ANY CLAIM OR DEFENSE OR OBJECTION THERETO WAS UNREASONABLE, THE SOLE ARBITRATOR MAY ASSESS, AS PART OF THE AWARD, ALL, OR ANY PART OF THE ARBITRATION EXPENSES OF THE OTHER PARTY (INCLUDING REASONABLE ATTORNEYS' FEES) AGAINST THE PARTY RAISING THE UNREASONABLE CLAIM, DEFENSE, OR OBJECTION. HOMEOWNER AND BUILDER AGREE THAT EITHER



PARTY MAY JOIN AS A PARTY TO THE ARBITRATION ANY THIRD PARTY, INCLUDING, WITHOUT LIMITATION, ANY CONSULTANT, CONTRACTOR, SUBCONTRACTOR, SUPPLIER, ENGINEER, ARCHITECT, OR DESIGN PROFESSIONAL WHOSE WORK OR SERVICE RELATES TO THE DISPUTE. TO THE FULLEST EXTENT PERMITTED BY LAW, BUILDER AND HOMEOWNER WAIVE THE RIGHT TO A TRIAL BY JURY, WAIVE THE RIGHT TO LITIGATE ANY DISPUTES OR CLAIMS IN A COURT, AND BUILDER AND HOMEOWNER WAIVE THE RIGHT TO INSTITUTE OR PARTICIPATE IN A CLASS ACTION ARBITRATION AGAINST EACH OTHER FOR ANY DISPUTE. BUILDER AND HOMEOWNER AGREE THAT ALL DISPUTES BETWEEN THEM WILL BE RESOLVED IN ARBITRATION ON AN INDIVIDUAL BASIS, AND HOMEOWNER WILL NOT SERVE AS A PLAINTIFF OR PARTICIPATE AS A CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING AGAINST BUILDER. HOMEOWNER AGREES THAT THE OBLIGATIONS SET FORTH IN THIS SECTION SHALL SURVIVE WARRANTY PERIODS SET FORTH IN THIS LIMITED WARRANTY.

## VIII. MISCELLANEOUS

**A. ENFORCEABILITY.** Should any provision of this Limited Warranty be deemed unenforceable by a court of competent jurisdiction, that determination will not affect the enforceability of the remaining provisions hereunder, which will remain in full force and effect.

**B. BINDING.** This Limited Warranty is binding upon, and will inure to the benefit of, the Builder and the Homeowner, and the Builder's successors and assigns.

**C. GOVERNING LAW.** This Limited Warranty is to be governed by and construed in accordance with the laws of the State of Ohio, together with any applicable federal law.

**D. DELAYS.** If the performance of Builder's obligations hereunder is delayed by any event not within the Builder's exclusive control, Builder will be excused from performing until the effects of such event have been remedied. Examples of such events include, but are not limited to, acts of God, weather, governmental action or inaction, governmental or quasi-governmental law, statute, ordinance, rule, order, or declaration that would make it impossible for Builder to perform, war, riot, civil commotion, sovereign conduct, availability of labor or materials, or acts of persons other than Builder, or persons not parties to this Limited Warranty.