



## Limited Construction Warranty

- A.** Seller warrants its material and workmanship to be of good quality for the ordinary and reasonable use of the Home for a period of one (1) year following completion of the construction of the home (the "Limited Construction Warranty").
- B.** If a material defect occurs in an item that is covered by the Limited Construction Warranty, Seller shall repair or replace the item or pay the reasonable cost of repairing or replacing the item.
- C.** Consequential damages arising out of any defect covered by the Limited Construction Warranty are expressly excluded. Seller's obligation hereunder is limited only to repair or replacement of a defect within the time period set forth above.
- D.** The following items are excluded from the Limited Construction Warranty:
  - i.** Defects in outbuildings, landscaping, driveways, patios, retaining walls, fences or any other off-site improvements which are not part of the Home itself.
  - ii.** Any damage to the Home which is not a part of the plans or part of the Home Purchase Price.
  - iii.** Any damage which is caused or made worse by the improper use by the Purchaser or Purchaser's family, agents or invitees, or the negligence of Purchaser or any third parties including, without limiting the generality of the foregoing, the failure to comply with manufacturer's warranties or the failure to give notice of the defects within a reasonable period of time.
  - iv.** Changes in the Home made by any other builder, designer, engineer, or contractor.
  - v.** Normal wear and tear.
  - vi.** Loss caused by accidents, acts of God, vandalism or which is covered by Buyer's hazard or other insurance policy.
  - vii.** Loss caused by soil movements or underground water tables.
  - viii.** Loss caused by insect damage.
  - ix.** Loss caused by failure of Seller to complete the Home due to Purchaser's breach of the Agreement.
  - x.** Any loss caused due to the use of the Home for nonresidential purposes.
  - xi.** Any bodily injury or loss of personal property.
  - xii.** Consequential damages.

**THIS WARRANTY CONSTITUTES THE ONLY WARRANTY, EXPRESS OR IMPLIED, PROVIDED BY SELLER TO BUYER RELATING TO THE CONSTRUCTION OR CONDITION OF THE PROPERTY, AND SELLER DISCLAIMS ANY AND ALL OTHER WARRANTIES OR MERCHANT ABILITY, HABITABILITY AND FITNESS FOR A PARTICULAR PURPOSE, EACH OF WHICH IS SPECIFICALLY EXCLUDED.**

## Top 25 Warranty Requests

### Items that are **not** warranted by Moxley Homes:

- i. **Plants and Sod** - Plants and sod are not warrantable items post closing. If you do not water your grass and plants almost daily, they will wilt, thin, or die. Homeowners are encouraged to enroll in a weed and fertilization program for their yard. Yards need to be fertilized 2 to 3 times per year and have multiple herbicide applications to look their best. Mowing your yard weekly during the growing season at a height of 2.5-3" can prevent your grass from thinning. If you do have a brown patch of sod in your yard it will take time for it to return to a healthy state. Fertilizing and watering it will help. If you have seed and straw in your yard it must be fertilized and watered regularly for the grass seed to grow.
- ii. **Paint Touch-ups** - This is a non-warranted item. Paint touch-ups should be noted during the final walk through and addressed before closing. We do not send painters back into homes after closing.
- iii. **Concrete Cracks Less Than 1/4"** - Concrete cracks are to be expected throughout the life of the home. These are only warrantable if they are wider than 1/4" during the warranty period. Concrete cracks are due to shrinkage, soil expansion, and the curing process.
- iv. **Dips and Divets in Yard** - Are not covered under your Builder's Warranty. Homeowners can apply sand to level off dips and divots. Grass will grow through the sand. Approved HOA bed material needs to be changed out 4 times a year to keep your yard looking its best and help control weeds and erosion.
- v. **Tub Nicks and Scratches** - These items are not warranted by Moxley Homes once the house has closed. If this was caused by construction, it must be noted during the walkthrough prior to closing. We recommend using a qualified tub repair specialist for repairs after your home has closed.
- vi. **Granite Nicks and Scratches** - These items are not warranted by Moxley Homes once the house has closed. If this was caused by construction, it must be noted during the walkthrough prior to closing. Granite edges can be brittle and often chip or crack. Typically these can be polished out by a granite contractor.
- vii. **Cosmetic Flooring** - This item is not warranted by Moxley Homes once the house has closed. If this was caused by construction it must be noted during the walkthrough.
- viii. **Loose Door Knob or Cabinet Hardware** - We do not tighten screws on loose door knobs or cabinet hardware for customers. This issue can easily be remedied by tightening it with a screwdriver. You may have to tighten knobs or cabinet hardware once or twice during the year from regular use.
- ix. **Wrapping or Cracking of Pressure Treated Lumber or Cedar** - Moxley Homes doesn't warranty warping, shrinking, discoloration or cracking of pressure treated lumber or cedar. Pressure treated lumber needs to be stained and sealed on an annual basis, at the very least. This will help to alleviate, but not eliminate all the problems associated with treated lumber and cedar. If you do not do this, your fence, deck, or cedar will show negative results in years to come.

## Top 25 Warranty Requests Cont'd

- x. **Siding Cracks More Than 1/4 of an Inch** - This is a recurring maintenance item. We are only required to fix siding cracks if they grow to more than 1/4" during the warranty period of the home. The cracking at the siding joints is due to the siding curing. If fiber cement siding is used it will shrink during the curing phase. This will be a maintenance item that the homeowner will have to maintain throughout the life of the home. Once the siding completely cures, the shrinking and swelling will stop.
- xi. **Light Bulbs** - This is not a warrantable item.
- xii. **Exterior Columns** - Any wood on the exterior of the home i.e., pressure treated lumber, retaining walls, columns, doors etc. is subject to weatherization. Any warping, twisting, wicking of sap, or moisture from within the wood that is visible on the exterior is beyond the control of the contractor. We recommend homeowners seal the exterior wood annually to reduce noticeable weatherization. This is a homeowner maintenance issue and not a warrantable item.
- xiii. **Bath Accessories** - No accessories are warranted after closing. This includes pulling away from the wall. Fixtures secured to the wall are designed for normal wear and homeowner use.
- xiv. **Closet Shelving** - Closet shelving is not covered under warranty. The shelving is designed to carry 20 lbs. per 1 ft. Moxley Homes is not responsible for excess storage on shelving causing them to fail.

### Non-Emergence Warranty Items That Will Be Repaired Once During the 11-12 Month Period of the Builder's Warranty:

- i. **Gaps in Corner of Tile Showers/Wall Tiles/Backsplash** - This is a recurring maintenance item that Moxley Homes will fix one time in the 11-12 month of the Builder's Warranty. The cracking at the corners of any tiled area occurs because the wood in the cavity behind the tile is constantly shrinking and swelling. This is a non-preventable issue and is a result of living in a home built primarily of wood. This shrinking and swelling is due to atmospheric conditions and humidity levels. When the wood behind the tile moves, the tiles move with it causing cracks in the corners at the grout lines. Running the exhaust fan to prevent moisture build up will not eliminate this issue but will help reduce the occurrences. The shrinking and swelling of the lumber will reduce over time as the wood cures, but it is likely that you will have to maintain this item on an ongoing basis to prevent shower from leaking. Moxley Homes installs a rubber shower pan liner under the floor tile and up the walls of the shower 10" prior to tile installation to capture water that could get behind the drain due to cracks in the grout.
- ii. **Gaps in Trim More Than 1/8 of an Inch** - Small gaps in trim are a recurring maintenance item in newly constructed homes. We will only fix trim cracks if they grow to more than 1/8" during the warranty period. The cracking at trim joints occurs because the wood in the cavity behind the trim, as well as the trim itself is constantly shrinking and swelling. This is a non-preventable issue and is a result of living in a home built primarily of wood. This shrinking and swelling is due to atmospheric conditions and humidity levels. When the wood behind the wall moves the trim moves with it, causing cracks in the corners and joints.

## Top 25 Warranty Requests Cont'd

- iii. **Cracked Floor Tile** - Moxley Homes will warranty this item once during the 11-12 month of the Builder's Warranty. Cracked tiles are a common issue and can occur for a variety of reasons. Moxley Homes takes extra precautions to reduce the risk of tile or grout cracking due to shrinkage cracks that occur on concrete slabs.
- iv. **Hardwood Floor Deflecting** - We will warranty this item during the 11-12 month of the Builder Warranty. Usually, when this happens, a glue injection is needed. This can occur for a variety of reasons. The most common are: 1) Glue consistency at the time of installation. 2) There was too much moisture in the slab at the time of installation. Concrete dries at various rates, depending on a variety of factors. The remedy for these issues is to inject glue at the site of deflection. If touching up the glue doesn't work we will then reinvestigate the problem and make further assessments.
- v. **Doors Needing Adjustment** - As your home settles you may find that some doors need to be adjusted. We will make the adjustments one time during the 11-12 month of the builder warranty.

### Non-Emergency Warranty Items That Will Be Addressed Within 1-2 Weeks:

- i. **Plumbing Leaks That Are Not Inside the House or That Can Be Turned Off by the Homeowner** - In the event a plumbing leak can be turned off by a homeowner through a valve, or if there are leaks in the sprinkler system in the yard, this is considered a non-emergency warranty item.
- ii. **Minor Electrical Issues** - These items are non-emergency warranty items. These items are defined as; outlets not working, breakers tripping, dead switches, etc.
- iii. **Roof Leak** - This is a non-emergency warranty item.

### Emergency Items That Will Be Addressed Within 24 Hours If Possible:

- i. **Air Conditioning and Heating Outages** - This is an emergency item that will be responded to within 24 hours, including weekends while the home is within the one-year Builder's Warranty.
- ii. **Plumbing Leaks That Can't Be Stopped Inside the House** - This is an emergency item that will be responded to within 24 hours, including weekends, while the home is within the one-year Builder's Warranty period.
- iii. **Sewer Pump Outages** - This issue will be resolved within 24 hours, including weekends if possible.

