



Hadley Homes Inc.

12913 Covered Bridge Rd.
Zebulon, NC 27597

(919) 795-2734

Limited Warranty Agreement

Buyer(s): _____

Closing Date: _____

Lot/Subdivision: _____

Property Address: _____

Purpose

This document serves as an agreement between Hadley Homes Inc. and the buyer on the terms of coverage of the limited warranty provided by Hadley Homes Inc. with the purchase of the property, as defined within this document.

Coverage Duration

The terms of the coverage of this warranty begin on the date of closing, as noted in this document, and shall remain in effect for a period of one year thereafter.

Warranty Inclusions

During the limited warranty period defined within this document, Hadley Homes Inc. shall warrant the following items:

- 1) Construction of the home shall conform to tolerances for materials and workmanship, as defined by the manufacturer/supplier thereof.
- 2) Functionality of plumbing, electrical, wiring, heating, ventilation, and air conditioning.
- 3) Water intrusion or infiltration.
- 4) Structural defects.



Warranty Exclusions

The limited warranty relates only to covered defects in material or workmanship included within the structure or affixed to the home as supplied by Hadley Homes Inc. at the date of closing. Hadley Homes Inc. shall not warrant the following items:

- 1) Broken or blown light bulbs or globes on light fixtures are not covered.
- 2) Spills and/or stains on vinyl, carpet, hardwood, or any other flooring material will not be covered. Any and all warranties on any flooring surfaces, cabinets, countertops, and doors may be considered null and void by the builder when pets, such as dogs and cats, live inside the home. Hardwood flooring and other natural flooring materials may shrink and swell depending on humidity at certain times of the year; these types of issues have no warranty after final walk-through.
- 3) The appearance of condensation on any windows or equipment underneath the home is not covered. Any broken glass or damaged screens will not be covered under warranty after final walk-through. Locks on windows and/or door bumpers are not covered after final walk-through.
- 4) Excessive abuse of cabinets and counters from overweight items or materials in drawers or shelves are not covered after final walk-through.
- 5) Paint touch-up of interior or exterior of home is not covered.
- 6) Sheetrock cracks and nail pops are not covered under warranty after closing. Under some lighting conditions, seams and nails in sheetrock which are taped and puttied may be visible. It is not possible to avoid seeing these places because of the different textures of sheetrock paper and layers of sheetrock joint compound. There is no warranty for cosmetic sheetrock cracks or other cosmetic sheetrock issues after closing. Any sheetrock issue associated with a structural issue with the home will be repaired.
- 7) The buyer fully understands that changes of seasons of the year which bring changes in climate, temperate and moisture content (humidity) will cause shrinking and swelling of natural materials such as wood products, etc., and that in some circumstances it is likely countertops, baseboards, hardwoods, chair rails, crown moldings and other permanently installed fixtures and accessories may (appear to) pull away from their originally attached positions. This is normal and common in all homes. The buyer understands it is his/her responsibility for "recaulking" and maintaining these items since this is general Buyer maintenance and not covered by builder.
- 8) Cracks and/or chips discovered in or on fiberglass tubs or showers, as well as sinks and countertops are not covered after final walk-through.
- 9) Floor squeaks are not covered after final walk-through.
- 10) Dents in metal doors are not covered after final walk-through.
- 11) Pipes freezing in winter months are not covered.
- 12) Warping and/or "drawing up" of materials used on porches and decks are not covered (treated lumber will crack and bow as it dries out). Builder strongly recommends for the buyer to seal all treated wood surfaces with a "water sealant" if and when possible.
- 13) Re-caulking the exterior of home around doors and windows is considered general buyer maintenance.
- 14) Any "force of nature or Act of God" such as high winds, inclement weather, perished landscape, foliage or shrubbery, etc. are not covered (i.e. trees which die and blow down, shingles blown off, snow & ice buildup that may cause leaks on roof, around windows, doors, and other such acts beyond owner's or builder's control).
- 15) The growth of any mold and/or mildew on the outside or underneath the home is not covered.
- 16) Yards will not be re-seeded or re-graded due to settlement or weather induced changes to property. The builder is not responsible for grass growing or additional yard maintenance. Ongoing upkeep is the responsibility of the buyer.



- 17) There is no warranty provided on concrete surfaces for cracking. Buyer and builder fully understand that cracking may be expected and also agrees to never use any ice melting substance or salt on concrete surfaces because these materials will damage the concrete beyond repair.
- 18) Water filters are not provided or covered under warranty nor the presence and/or accumulation of any minerals in the water supply. Problems can naturally occur from iron, sulfur, calcium and other buildups. Buyer agrees if a filtration system is needed, it is solely their responsibility for the payment and installation of the system.
- 19) The builder is not responsible for "washing out" of any road ditches/shoulders or for any erosion caused by roads run off or any other subdivision water which causes erosion.
- 20) Builder will not pay for any "overages" on any utility bill caused by any problems associated with any electrical, heating, and plumbing fixtures or any other mechanical failure.
- 21) Any settling of dirt and earth on or around utility and cable lines is not covered.
- 22) Storm doors (when applicable) will not be covered. The builder installs these to help prevent damage from blowing rains, inclement weather, etc. There is no warranty provided because the doors can be damaged by winds if not properly closed and locked.
- 23) The buyer understands all foundation vents must be kept closed during winter months and opened during summer months. If client fails to keep vents closed, pipes may freeze and other damage may occur during the cold weather. The warranty will not cover any such damage. Crawl space must be kept ventilated and used to access under the home when necessary. It should be noted under the porch area also may be damp during rains and other weather conditions. It is critical that buyer understands that this area is a crawl space with drains for proper drainage and not a storage area, basement or place for animals to live. It is a point of access for the equipment under the house. Buyer can expect some dampness because of humidity, condensation and other environmental conditions. Foundation vents will not be repaired after final walk-through.
- 24) Holes, including tears, cuts or discoloration, in vinyl siding are not covered by builder after final walk-through.
- 25) Circuit breakers which are "set off" are first to be reset by buyer prior to builder's inspection.
- 26) Septic system clogging and/or tank problems are not covered under warranty if the source of the problem is discovered caused by grease or any other foreign substance not intended to put through the system such as heavy paper, toys, hair, etc. Buyer understands not to pour cooking greases and other such substances into drains/septic system. The septic system has been installed as per the requirements set forth by the Department of Health based on the number of bedrooms in the home. Hadley Homes Inc. also has no obligation to alter the system based on each family's different water usage.
- 27) During the warranty period, if repairs are required on the plumbing, heat & air, or electrical system, the buyer should call the appropriate subcontractor for service (refer to Subcontractor List). If the subcontractor does not respond in a timely manner, please call Hadley Homes Inc. for assistance.

Builder Obligations

If a covered defect occurs during the limited warranty period, Hadley Homes Inc. shall repair, replace, or pay the buyer the reasonable cost of repairing or replacing the defective item(s). Hadley Homes Inc.'s total liability under this warranty is limited to the purchase price of the property. The choice among repair, replacement, or payment shall remain at the discretion of Hadley Homes Inc. Any actions taken by Hadley Homes Inc. to correct defects shall not act to extend the terms of this warranty. All repairs by Hadley Homes Inc. for items



covered by this limited warranty shall be at no charge to the buyer and shall be performed within a reasonable time period, subject to uncontrollable delays.

Buyer Obligations

The buyer must provide normal maintenance and proper care of the home, in accordance with the terms of this warranty, the warranties of manufacturers of consumer products, and generally accepted standards of the state in which the home is located. Hadley Homes Inc. must be notified in writing, via email, of the existence of any defect before Hadley Homes Inc. is responsible for the correction of that defect. All email notifications must be sent to contact@hadleyhomesinc.com. No notifications will be considered valid if received via US Mail, facsimile, hand-delivery, or verbally. Notice of a defect must be received by Hadley Homes Inc. prior to the expiration of the warranty on that defect and no action at law or in equity may be brought by the buyer against Hadley Homes Inc. for failure to remedy or repair any defect about which Hadley Homes Inc. has not received timely notice in writing. The buyer must provide access to Hadley Homes Inc. during normal business hours, Monday through Friday from 8 am to 5 pm, to inspect the reported defect and, if necessary, to take corrective action.

Insurance

In the event that Hadley Homes Inc. repairs, replaces, or pays the cost of repairing or replacing any defect covered by the limited warranty for which the buyer is covered by insurance or warranty provided by another party, the buyer must, upon request of Hadley Homes Inc. assign the proceeds of such insurance or other warranty to Hadley Homes Inc. to the extent of the cost to the builder of such repair or replacement.

Exclusive Warranty

This limited warranty is provided in lieu of all other expressed or implied warranties to which the buyer might be entitled.

Service Calls

A minimum of \$65.00 service call fee will be assessed in addition to the cost of repair in the event that Hadley Homes Inc. sends a representative to the property due to a problem that is not covered under the limited warranty or is due to Buyer fault or an act of God.

Signatures

By signing this document, the buyer indicates that he/she understands and agrees with the content of this document and acknowledges the terms of the Hadley Homes Inc. Limited Warranty.

_____	_____	_____
Buyer (Printed Name)	Signature	Date
_____	_____	_____
Buyer (Printed Name)	Signature	Date
_____	_____	_____
Builder Rep (Printed Name)	Signature	Date

