



LIMITED WARRANTY

CONTRACTOR: Four Seasons Contractors, LLC

OWNER: _____

PROPERTY: _____

CONTRACT DATE: _____

TOTAL CONTRACT AMOUNT: _____

The undersigned Contractor hereby warrants to the Owner(s) identified in the caption thereof that:

The Improvements (including all structural improvements and appurtenances set forth in the Plans) located on the property identified in the caption hereof is constructed in a workmanlike manner in substantial conformity with the Plans (including written amendments and changes) heretofore approved by the Owner and the Lender, if applicable; and that the Improvements are free from major construction defects, such defect being defined as actual damage to the load-bearing portion of the dwelling (including damage due to subsidence, expansion or lateral movement of soil from causes other than fault of Owner, flood or earthquake) which affects its load-bearing function and which initially affects (or is imminently likely to produce a vital effect on) the use of the dwelling for residential purposes;

Provided, however, that this Warranty shall apply only to such instances of non-workmanlike construction, major construction defects, or substantial non-conformity as to which the Owner(s) shall have given written notice to the Contractor at any time or times within one

(1) year from the date of Substantial Completion of the Improvements or the date of initial occupancy of the dwelling, whichever first occurs; and

Provided further, that this warranty DOES NOT INCLUDE COSMETIC ITEMS such as but not limited to paint, nail pops, floor squeaks, landscaping and small concrete cracks; and

Provided further, that THAT THIS WARRANTY EXPRESSLY EXCLUDES ALL "CONSUMER PRODUCTS" installed in, attached to or used with regard to this property AS SUCH TERM IS DEFINED BY THE "MAGNUSON-MOSS WARRANTY-FEDERAL TRADE COMMISSION IMPROVEMENT ACT", BY THE FEDERAL TRADE COMMISSION, OR AS DEFINED OR INTERPRETED BY ANY COURT OF COMPETENT JURISDICTION. By way of EXAMPLE, but not by way of limitation of the foregoing, the following is a list of some of such excluded items (this is a list of "Consumer Products" in homes, prepared by the Federal Trade Commission). NOTE that there may be items in the subject property which are consumer products but are not on the following "examples" list:

Heat Pump	Smoke Detector
Exhaust Fan	Chimes
Thermostat	Garage Door Motor & Opener
Air Conditioning System	Water Pump
Humidifier	Burglar Alarm
Whirlpool Bath	Electric Meter
Garbage Disposal	Refrigerator
Water Heater	Freezer
Sump Pump	Range
Plumbing Fixtures	Oven
Lighting Fixtures	Dishwasher
	Oven Hood
	Ice Maker

Assignment of Consumer Products Warranties. The Contractor hereby assigns to Owner(s) all its right, title, and interest in and to any and all warranties including manufacturers warranties on "CONSUMER PRODUCTS" as such term is described above, on any products located in the dwelling or on the property. It shall be the responsibility of

the Owner(s) to pursue any claim or claims he may have directly with such product claim warrantor.

Limitation of Contractor's Liability. THIS LIMITED WARRANTY ISSUED TO OWNER IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. ANY WARRANTY OF HABITABILITY, SUITABILITY FOR RESIDENTIAL PURPOSES, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED. Contactor shall not be liable for consequential and/or speculative damages. Contactor's total liability under this warranty is limited to the Total Contact Amount in the above caption. This Warranty applies to the Owner captioned on Page 1 hereof and is not transferrable under any circumstances.

Contractor's Performance. If a defect occurs in an item which is covered by this Warranty, the Contractor will repair, replace, or pay you the reasonable cost of repairing or replacing the defective item. The choice among repair, replacement or payment is solely the Contractor's. Steps taken by the Contractor to correct defects shall not act to extend the terms of this Warranty.

All capitalized terms used by not defined herein have the same meanings given such terms in the Contract.

Owner(s) hereby acknowledge that he has received this Limited Warranty on the date below.

Owner(s):

_____ DATE

Contractor(s):

Four Seasons Contractors LLC

_____ DATE