



919-625-0180
Holland5Homes@yahoo.com

Builders Limited Warranty
Holland 5 Homes LLC

This one (1) year limited warranty agreement is extended by Holland 5 Homes LLC, whose address is 510 Denning Road Benson, NC 27504 to:

Buyer	
Address	
Neighborhood & Lot #	

Who is/are the original buyers of the property.

1. What is Covered by the Warranty?

The Contractor warrants that all construction related to the Home substantially conforms to the plans, specifications and change orders for this project.

Within one (1) year from the date of occupancy by the Owner(s) or the closing date, whichever is first, the Contractor will repair or replace, at the Contractor's option, any latent defective condition, not apparent or ascertainable at the time of occupancy, with the building materials or workmanship. A defective condition shall be determined and defined by the standards of construction set out in "Residential Construction Performance Guidelines", a publication of the National Association of Home Builders, current edition at the time of substantial completion. The Owner(s) agrees to accept reasonable matches in any repair or replacement in the event the specified or originally used item is no longer available.

2. What is Not Covered?

This Express Limited Warranty Agreement does not cover the following items:

- A. Damage resulting from fires, floods, storms, accidents, or acts of God.
- B. Damage from alterations, misuse, or abuse of the covered items by any person.
- C. Damage caused by insects, mold, and other organic materials or substances, and damage resulting from the Owner(s)' failure to perform reasonable home maintenance.
- D. Damage resulting from the Owner(s)' failure to observe any operating instructions furnished by the Contractor at the time of installation.
- E. Damage resulting from a malfunction of equipment or lines of the telephone, gas, electric, or water companies.
- F. Exterior concrete steps, walks, drives, and patios separate and apart from the structure of the Home. These features can develop cracks, or can spall, caused by weather, chemicals (such as road salt), and the characteristics of the concrete itself. However, this will have no impact on the structural integrity of the Home.



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- G. Any item furnished or installed by the Owner(s).
- H. These additional items, listed as follows, shall be Non-warrantable Conditions:
-
- I. Any appliance, piece of equipment, or other item that is a consumer product for the purposes of the Magnuson-Moss Warranty Act, 15 United States Code §2301 et seq., installed or included in the Owner(s)'s property. Examples of consumer products include, but are not limited to, a dishwasher, garbage disposal, gas or electric range, range hood, refrigerator, microwave, trash compactor, garage door opener, washer, dryer, water heater, furnace, or heat pump. The only warranties for any appliance, pieces of equipment, or other item that is a consumer product for the purposes of the Magnuson Moss Act are those provided by the manufacturer.

The Contractor hereby assigns (to the extent that they are assignable) and conveys to the Owner(s) all warranties provided to the Contractor on any manufactured items that have been installed or included in the Owner(s)'s property. The Owner(s) accepts this assignment and acknowledges that the Contractor's only responsibility relating to such items is to lend assistance to the Owner(s) in settling any claim resulting from the installation of these products.

3. Remedies and Limitations

- A. The Owner(s) understands that the sole remedies under this Express Limited Warranty Agreement are repair and replacement, as set forth herein.
- B. The builder hereby limits the duration of all implied warranties to one (1) year from the date of sale or the date of occupancy, whichever comes first.
- C. This Warranty is personal to the original Owner(s) and does not run with the property, or the items contained in the Home. The original Owner(s) may not assign, transfer, or convey this Warranty.

4. How to Obtain Service

If a problem develops during the Warranty period, the Owner(s) must notify the Contractor of the specific problem in writing to Holland5Homes@yahoo.com. The written statement of the problem should include the buyer's name, address, telephone number, and a description of the nature of the problem **at the 11th month point**. However, if an emergency should arise such as a leak of any sort, heating and air not working, etc. the buyer should contact the builder at 919-625-0180 or the particular sub so the problem can be addressed as soon as possible.



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Repair work will be done during the builder's normal working hours except where delay will cause additional damage. The buyer agrees to provide the builder or builder's representative access to the house. The buyer also agrees to provide the presence (during the work) of a responsible adult with the authority to approve the repair and sign an "acceptance of repair" upon completion of the repair.

The buyer understands and agrees to pay any service charge to the builder or subcontractor for any trip requested by the buyer for a non-warranted issue or concern.

5. The Only Warranty Given by the Builder

The buyer acknowledges:

- A. That he or she has thoroughly examined the property to be conveyed
- B. The buyer has read and understands the one (1) year limited warranty
- C. The builder has made no guarantees, warranties, understandings, nor representations (nor have any been made by any representatives of the builder) that are not set forth in this document

I acknowledge having read, understood, and received a copy of this limited warranty agreement.

Buyer

Date

Buyer

Date

Builder

Date



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Statement of Warrantable Conditions

This statement of conditions that are not subject to Contractor's warranties explains some of the changes and need for maintenance that may occur in a new home over the first year or so of occupancy. A home requires more maintenance and care than most products because it is made of many different components, each with its own special characteristics.

Client understands that like other products made by humans, a house is not perfect. It will show some minor flaws and unforeseeable defects, and it may require some adjustments and touching up.

As described above, the Contractor will correct certain defects that arise during defined time periods after construction is completed. Other items that are not covered by the Contractor's warranty may be covered by manufacturers' warranties.

Some conditions, including (but not limited to) those listed in this statement of non-warrantable conditions, are not covered under Contractor's warranties. Clients should read these carefully and understand that the Contractor is not responsible for correcting certain types of problems that may occur in the client's new house. These guidelines will alert Client to certain types of maintenance (a) that are the responsibility of Client and (b) that could lead to problems if they are neglected.

The following list outlines some of the conditions that are not warranted by Contractor. Clients should be sure to understand this list. If Client has any questions, Client should discuss these concerns with Contractor before signing the acknowledgment.

1. Concrete

Concrete foundations, walks, drives, and patios can develop hairline cracks that do not affect the structural integrity of the building. These cracks are caused by characteristics of expansion and contraction. No method of eliminating these cracks exists. These conditions do not affect the strength of the structure.

2. Masonry and Mortar

Masonry and mortar can develop cracks from shrinkage of either the mortar or the brick. This condition is normal and should not be considered a defect.



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3. Wood

Wood will sometimes check, crack, or "spread apart" because of the drying out process. This condition is most often caused by the heat inside the house or the exposure to the sun on the outside of the house. This condition is considered normal and Client is responsible for any maintenance or repairs resulting from it.

4. Sheetrock or Drywall

Sheetrock or drywall will sometimes develop a few nail pops or small settlement cracks. These nail pops and settlement cracks are a normal part of the drying out process. Clients, with spackling and paint, can easily handle these items.

5. Floor Squeaks

After extensive research and writing on the subject, technical experts have concluded that much has been tried but that little can be done about floor squeaks. Generally, floor squeaks will appear and disappear over time with changes in the weather.

6. Floors

Floors are not warranted for damage caused by neglect or the incidents of use. Wood, vinyl, tile, and carpet all require maintenance. Floor casters are recommended to prevent scratching or chipping of wood, vinyl, or tile; stains should be cleaned from carpets, wood, vinyl, or tile immediately to prevent discoloration. Carpet has a tendency to loosen in damp weather and will stretch tight again in dryer weather.

7. Caulking

Exterior caulking and interior caulking in bathtubs, shower stalls, and ceramic tile surfaces will crack or bleed somewhat in the months after installation. These conditions are normal and should not be considered a problem. Maintenance or repairs resulting from them are Client's responsibility.

8. Brick Discoloration

Bricks may discolor because of the elements of rain, weathering, or bleaching.



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9. Broken Glass

Any broken glass or mirrors that are not noted by Client prior to the Final Inspection are the responsibility of Client.

10. Frozen Pipes

Client must take precautions to prevent freezing of pipes and sillcocks during cold weather, such as removing outside hoses from sillcocks, leaving faucets with a slight drip, closing any vents in crawl spaces or basements, and turning off the water system if the house is to be left for extended periods during cold weather.

11. Stained Wood

All items that are stained will normally have a variation of colors because of the different texture of the wood. Because of weather changes, doors that have panels will sometimes dry out and leave a small space of bare wood. These normal conditions should not be considered defects.

12. Paint

Good quality paint will be used internally and externally in this home. Nevertheless, exterior paint can sometimes crack or check. The source of this defect is most often something other than the paint. To avoid problems with the paint, Client should avoid allowing lawn sprinklers to hit painted areas, washing down painted areas, and so on. Clients should also not scrub latex-painted inside walls and be careful of newly painted walls as they move furniture. The best paint will be stained or chipped if it is not cared for properly. Any defects in painting that are not noted prior to the Final Inspection are the responsibility of the Client.

13. Cosmetic Items

Client has not contracted with Contractor to cover ordinary wear and tear or other occurrences subsequent to construction that affect the condition of features in the home. Chips, scratches, or mars in tile, woodwork, walls, porcelain, brick, mirrors, plumbing fixtures, Formica tops, lighting fixtures, kitchen and other appliances, doors, paneling, siding, screens, windows, carpet, vinyl floors, cabinets, and the like that are not recognized and noted prior to the Final Inspection are Client's responsibility.



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14. Plumbing

Dripping faucets, toilet adjustments, and toilet seats are covered by Contractor's warranty for a 1-year period only. After that, it is the Client's responsibility. If the plumbing is stopped up during the warranty period and the person servicing the plumbing finds foreign materials in the line, Client will be billed for the call.

15. Alterations to Grading

Client's lot has been graded to ensure proper drainage away from the home. Should Client wish to change the drainage pattern, because of landscaping, installation of patio or service walks, or other reasons, Client should be sure a proper drainage slope is retained. Contractor assumes no responsibility for the grading or subsequent flooding or stagnant pool formation if the established pattern is altered.

16. Lawn and Shrubs

Contractor accepts no responsibility for the growth of grass or shrubs. Once the Contractor grades, seeds, and fertilizes the yard, Client must water and spread ground cover to prevent erosion. Contractor will not re-grade a yard nor remove or replace any shrubs or trees, except for those that are noted as diseased prior to the Final Inspection.

17. Roof Damage

Contractor will not be responsible for any damages caused by walking on the roof or by installing a television antenna or other item on the roof.

18. Heating and Air-Conditioning

Client's source of heating and air-conditioning is covered by a manufacturer's warranty. Client is responsible for making sure the filters are kept clean and changed on a 30-day basis. Failure to do so may void the warranty. Having the equipment serviced or checked at least yearly is a good idea.

19. Indoor Air Quality

Mold is a type of fungus. It occurs naturally in the environment, and it is necessary for the natural decomposition of plants and other organic material. It spreads by means of microscopic



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spores borne on the wind, and is found everywhere life can be supported. Residential home construction is not, and cannot be, designed to exclude mold spores.

In order to grow, mold requires a food source. This might be supplied by items found in the home, such as fabric, carpet or even wallpaper, or by building materials, such as drywall, wood and insulation, to name a few. In addition, mold growth requires a temperate climate. The best growth occurs at temperatures between 40° F and 100° F. Finally, mold growth requires moisture. Moisture is the only mold growth factor that can be controlled in a residential setting. By minimizing moisture, a homeowner can reduce or eliminate mold growth.

Moisture in the home can have many causes. Spills, leaks, overflows, condensation, and high humidity are common sources of home moisture. Good housekeeping and home maintenance practices are essential in the effort to prevent or eliminate mold growth. If moisture is allowed to remain on the growth medium, mold can develop within 24 to 48 hours.

WHAT BUYER CAN DO TO PREVENT MOLD. The homeowner can take positive steps to reduce or eliminate the occurrence of mold growth in the home, and thereby minimize any possible adverse effects caused by mold. These steps include the following:

- Regular vacuuming and cleaning will help reduce mold levels. Mild bleach solutions or most tile cleaners are effective in eliminating or preventing mold growth.
- Keep the humidity in the home low. Vent clothes dryers to the outdoors. Ventilate kitchens and bathrooms by opening the windows and using exhaust fans for a minimum of 30 minutes after showering or bathing, or by running the air conditioning to remove excess moisture in the air and facilitate evaporation of water.
- Promptly clean up spills, condensation and other sources of moisture.
- Thoroughly dry any wet surfaces or material. Do not let water pool or stand in your home. Promptly replace any materials that cannot be thoroughly dried such as drywall or insulation.
- Inspect for leaks on a regular basis, look for discolorations or wet spots. Repair any leaks promptly. Take notice of musty odors, and any visible signs of mold.
- Should mold develop, thoroughly clean the affected area with a mild solution of bleach. First, test to see if the affected material or surface is color safe. Porous materials, such as fabric, upholstery, or carpet should be discarded. Should the mold growth be severe, call on the services of a qualified professional cleaner.



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I acknowledge having read and understood and received a copy of the outline above of non-warrantable conditions. I understand and agree that these are conditions for which I/we have not contracted and for which I will not hold the builder liable.

Buyer

Date

Buyer

Date

Builder

Date