



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

One (1) Year Limited Warranty Agreement

This one (1) year limited warranty agreement is extended by Gammon Construction

To:

Buyer: _____

Address:

Neighborhood & Lot #: Marion Heights - Lot 18

Who is/are the original buyers of the property.

What is Covered by the Warranty?

Gammon Construction warrants that all construction related to the Home substantially conforms to the approved plans, specifications, and change orders for this project for a **12 month period** beginning on the closing date of the property. This warranty covers the following:

1. **Structural Integrity**
 - Foundation, framing, and structural elements designed to ensure the long-term stability of the home.
 2. **Roofing**
 - Repairs for leaks caused by defects in workmanship or materials.
 3. **Plumbing System**
 - Leaks or defects in the plumbing system, including pipes, fittings, and connections.
 4. **Electrical System**
 - Repairs for wiring, outlets, and fixtures installed by the Contractor.
 5. **HVAC System**
 - Defects in installation of heating, ventilation, and air conditioning systems.
 6. **Interior Finishes**
 - **Nail Pops and Cosmetic Warranty Items:** These will be covered **one time** during the one-year warranty period. We recommend addressing these items during the **11-month walkthrough** to allow for all seasonal adjustments and house settling to occur.
 7. **Doors and Windows**
 - Adjustments for doors or windows that do not operate properly due to installation defects.
 8. **Manufacturer Warranties**
 - Assistance with claims on any manufacturer-installed systems or appliances covered under their own warranty.
-

Scheduled Walkthrough for Peace of Mind

- **11-Month Walkthrough with Warranty Specialist**

A pre-warranty expiration review to identify and address any warrantable issues, including nail pops and cosmetic items.

- **Scheduling:** Must be scheduled at least 14 days in advance via the online portal.
-

What is Not Covered

The following conditions and damages are excluded from coverage under this warranty:

1. **Normal Wear and Tear**

- Damage caused by normal wear, weathering, or aging.

2. **Owner Neglect**

- Issues arising from a lack of proper maintenance or failure to follow the home maintenance guide.

3. **Third-Party Work**

- Defects or damage caused by work performed by anyone other than Gammon Construction or its approved subcontractors.

4. **Acts of Nature**

- Damage from natural disasters, storms, floods, or other environmental factors.

5. **Cosmetic Issues Beyond Initial Coverage**

- Nail pops and/or cracks in drywall are the only cosmetic issues covered.
- Any cosmetic issues should be addressed during the 11-month walkthrough.

6. **See Non-Warrantable Conditions (attached below)**

How to Obtain Service

If a problem develops during the warranty period:

1. **Routine Issues:**

- To request service, go to our warranty portal at www.GammonCommunities.com and select "Warranty". Complete the form with as much detail as possible. Requests will be reviewed and addressed promptly.
- This applies to non-emergency and non-cosmetic concerns. (e.g., running toilet, receptacle not functioning, etc.) Cosmetic items such as nail pops should be scheduled at the 11 month walkthrough.

2. **Emergency Issues:**

- For emergencies (e.g., significant water leaks, electrical issues), stop any further damage by turning off water, electricity, or other affected systems. Then contact the appropriate subcontractor listed in your documentation. If you are unsuccessful, call our warranty service number (919) 921-8625 and leave voicemail or text.

3. Scheduled Walkthrough:

- Buyers must schedule the 11-month walkthrough at least 14 days in advance through the online portal provided at closing.

Repair Process

- Repairs will be completed during normal business hours unless a delay would cause further damage.
- The buyer agrees to provide access to the property and have a responsible adult available to approve repairs and sign off on completion.
- The buyer agrees to accept reasonable matches in any repair or replacement in the event the specified or originally used item is no longer available.
- Buyers will be responsible for any service charges related to non-warrantable issues.

Acknowledgment of Warranty Terms

I acknowledge having read, understood, and received a copy of this Limited Warranty Agreement.

Buyer: _____ Date: _____

Buyer: _____ Date: _____

Builder: _____ Date: _____

Non-Warrantable Conditions and Maintenance Guide

This document explains the conditions that are not subject to the contractor's warranty and outlines the maintenance responsibilities of the homeowner. A new home is composed of many components, each with unique characteristics that require proper care. As a homeowner, understanding these details is critical to maintaining the integrity of your home and minimizing issues.

General Notes

- **Not a Perfect Product:** Like other human-made products, a house is not flawless. Minor imperfections, unforeseeable defects, or adjustments may arise.
- **Maintenance Required:** Homes require ongoing care. Neglecting proper maintenance can lead to issues not covered by warranty.
- **Manufacturer Warranties:** Items like appliances may have their own manufacturer warranties. These are separate from the contractor's warranty.

Non-Warrantable Conditions

1. **Concrete**
Hairline cracks in concrete foundations, walks, drives, and patios may develop due to expansion and contraction. These are normal and do not affect structural integrity.
2. **Masonry and Mortar**
Small cracks from mortar or brick shrinkage are normal and not considered defects.
3. **Wood**
Wood components may crack or split as they dry due to heat or sun exposure. Maintenance or repairs for this condition are the homeowner's responsibility.
4. **Sheetrock or Drywall**
Nail pops and small settlement cracks in drywall are common during the drying-out process. These are typically corrected once during the warranty period, and we recommend waiting until near the end of the first year to address these items.
5. **Floor Squeaks**
Changes in weather can cause floor squeaks to appear and disappear. This is normal and not considered a defect.
6. **Floors**
Damage to wood, vinyl, tile, or carpet caused by neglect or regular use is not warrantable. Homeowners should use floor casters to avoid scratches and clean spills promptly.
7. **Caulking**
Cracking or bleeding of caulking in bathtubs, shower stalls, or tile is normal. Regular maintenance is the homeowner's responsibility.
8. **Brick Discoloration**
Weathering and exposure to elements may cause brick discoloration over time.
9. **Broken Glass**
Glass or mirror damage not reported during the final inspection is the homeowner's responsibility.

10. Frozen Pipes

Homeowners must take precautions to prevent freezing, such as draining outdoor faucets and maintaining indoor heat during cold weather.

11. Stained Wood

Variations in stain color due to wood texture or drying are normal. Small gaps in panel doors may occur due to weather changes.

12. Paint

Cracking or checking of exterior paint caused by environmental factors is not warrantable. Homeowners should avoid allowing sprinklers to hit painted surfaces and clean latex-painted walls carefully.

13. Cosmetic Items

Chips, scratches, and other minor cosmetic issues not noted during the final inspection are not warrantable.

14. Plumbing

Clogs caused by foreign materials are not covered. Routine adjustments, such as faucet drips or toilet repairs, are only covered during the first year.

15. Grading and Drainage

Alterations to the established drainage pattern, such as landscaping changes, are the homeowner's responsibility.

16. Lawn and Shrubs

The growth of grass and plants depends on homeowner care. Contractor responsibilities end after grading and seeding.

17. Roof Damage

Damage caused by walking on the roof or installing items like antennas is not covered.

18. Heating and Air-Conditioning

Regular maintenance, including filter changes, is required. Manufacturer warranties cover most HVAC issues.

19. Indoor Air Quality

Mold growth, often caused by excess moisture, is preventable with good maintenance. Homeowners should manage humidity, clean spills promptly, and inspect for leaks.

Maintenance Guide

- **Concrete:** Seal cracks to prevent moisture infiltration. Avoid using salt-based de-icers.
 - **Woodwork:** Apply protective finishes and address splitting promptly.
 - **Drywall:** Repair nail pops and cracks with spackle and paint as needed.
 - **Caulking:** Replace cracked or missing caulk in wet areas.
 - **Grading:** Maintain proper drainage slopes to prevent water pooling.
 - **HVAC Systems:** Replace filters every 30-90 days and schedule annual servicing.
 - **Plumbing:** Monitor for leaks and address clogs using safe methods.
 - **Roofing:** Inspect annually for damage and clear debris.
 - **Mold Prevention:** Clean damp areas promptly, ensure ventilation in bathrooms and kitchens, and use dehumidifiers if necessary.
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Acknowledgment

I acknowledge having read, understood, and received a copy of this Non-Warrantable Conditions and Maintenance Guide. I agree to perform the necessary maintenance to preserve the integrity of my home.

Buyer Signature: _____ **Date:** _____

Buyer Signature: _____ **Date:** _____

Builder Signature: _____ **Date:** _____