

RELAX

&

WELCOME TO PROSPERITY

LIMITED WARRANTY

1 & 2 YEAR



CONTRACT SETTLEMENT AFFIDAVIT

This Warranty is made by and between Heron Homes, LLC (“Builder”) and _____ (“Owner”) regarding the residence located at _____ (“Home”).

By their signatures below, the parties acknowledge that the Home is 100% complete and there are no outstanding promises, commitments or change orders to the Home. Furthermore, the parties acknowledge that no company representative, including the onsite project manager and sales manager, has made any verbal post-closing commitments or promises and that Builder is released of any obligation related to the Home except for those specifically designated herein.

Owner

Date

Owner

Date

Sales manager

Date

Project manager

Date

Builder

Date

SECTION 1

A. WARRANTY COVERAGE

Builder hereby warrants the Home to Owner against defects in materials and workmanship as hereinafter described and limited. The Warranty contained herein shall be the only warranty applicable to the Home. All statutory provisions, including, but not limited to, all warranties implied by state law are also expressly waived by both Builder and Owner. This Warranty is in lieu of all other builder warranties, express or implied, including, without limitation, warranties of merchantability, fitness for a particular purpose, workmanship and materials, or habitability, all of which are disclaimed by the Builder and waived by the Owner. **ALL ACTIONS FOR BREACH OF THE WARRANTY MUST BE BROUGHT WITHIN 180 DAYS AFTER THE EXPIRATION OF THE APPLICABLE WARRANTY PERIOD. ALL OTHER ACTIONS AGAINST SELLER ENCOMPASSED BY T.C.A. 28-3-202, MUST BE BROUGHT WITHIN ONE YEAR AFTER SUBSTANTIAL COMPLETION OF THE HOME. TIME IS OF THE ESSENCE WITH RESPECT TO BRINGING THE CLAIMS DESCRIBED IN THIS PARAGRAPH.**

1. LIMITED 1 YEAR STRUCTURAL AND NON-STRUCTURAL WARRANTY: Builder warrants the Home against structural defects in materials and workmanship for a period of one (1) year from the closing date ("Effective Date"). During this period, Builder will repair, replace or pay the reasonable cost to repair or replace, at Builder's option, defects in the structure of said residence, subject to the conditions below.
2. LIMITED 2 YEAR NON- STRUCTURAL WARRANTY: Builder warrants the Home against defects in the workmanship and materials in its electrical system and fixtures (if supplied and installed by Builder), heating and air conditioning systems, plumbing system, and other non-structural systems and fixtures for a period of two years from the Effective Date. During this period, Builder will repair, replace or the pay the reasonable cost to repair or replace, at Builder's option, defects in the aforementioned non-structural systems and fixtures that are subject to the conditions below. Actions taken to correct defects will NOT extend this Warranty beyond the original expiration date.

B. CONSEQUENTIAL DAMAGES

Builder is not liable for, and Owner waives all claims against Builder for, special, incidental, consequential, or punitive damages. This includes but is not limited to damage to other property caused by any defect in the Home, inconvenience, or loss of use of the Home. It is strongly suggested that Owner elect to take the lowest possible deductible on homeowner's insurance. If a consequential damage to your Home occurs due to a defect, you should take the following steps:

1. Owner will do everything possible to stabilize the Home from further damage. This can include turning off the water or power to the Home.
2. Owner will contact its insurance carrier immediately to report damage and file a claim.
3. Owner will contact the Builder who will then come to the Home as soon as practical to assess the damages. Please refer to the electrical panel box for the Builder's contact information.
4. Owner's insurance company will be responsible to repair the damage caused by warranted defect and the Builder will be responsible for repairing or replacing the warranted defect. Owner is required to secure homeowner's insurance which does not exclude damages resulting from defects in workmanship, design or materials.
5. Builder will assist Owner's homeowner's insurance company by providing all names and insurance information for the sub-contractors involved.

By their signatures below, Owners understand and agree with the aforementioned clause and procedures concerning consequential damages and claims.

Buyer

Date

Buyer

Date



Seller

Date

Witness

Date

C. MAINTENANCE VERSUS WARRANTY

It is the Owner’s responsibility to provide general and preventative maintenance on the Owner’s new Home. By doing so, Owner will increase the life and efficiency of the products and systems that comprise a new home. For example, caulking inside or outside, tightening loose screws, filling slight shrinkage cracks in concrete, etc. are all examples of problems that would be considered routine Owner maintenance and are not covered in the warranty.

D. WARRANTY REQUESTS AND NOTICE

All warranty requests must be submitted via the warranty page on the Heron Homes webpage found at: <https://homesbyheron.com/warranty>. The request form must be submitted before the Warranty expires and additions, corrections, deletions, oral claims or other made after the expiration of said Warranty will not be honored. Builder is under no obligation to repair any defect unless notice is given in accordance with this section.

E. RIGHT OF ACCESS

Builder will address Warranty requests between 8:00 am and 2:00 pm Monday – Friday. An Owner of record must be present at all times and will have full authority from all other owner(s) to act on their behalf. The Owner must supervise all workmen and provide protection for carpets, walls, fixtures, furniture or any other part of the house that may be affected by the repair. Owner agrees to hold the Builder harmless from any incidental or consequential damages as a result of the Builders efforts to review or repair any Warranty request items.

F. DISCONTINUED MATERIALS

In the event that a manufacturer has discontinued a material, product, finish originally installed in your Homes, the Builder cannot be responsible for an exact match. However, the Builder will try to provide the closest match possible.

G. THE BUILDERS REMEDY

When addressing a warrantable issue, the Builder has the choice to repair, replace, or pay the reasonable cost to repair or replace an approved warranted item. If Builder elects to pay the reasonable cost to repair or replace any warranted item, the Warranty on any such item is at that point terminated. The maximum liability of Builder shall not exceed the final sales price of the Home as stated on the final settlement statement. Any disputes, claims or causes of action between the Parties related to this Warranty shall be resolved under the Arbitration Clause contained in the purchase and sale agreement for the Home, which is incorporated herein by reference. The parties waive their right to a trial by jury with respect to any disputes, claims or causes of action between the Parties related to this Warranty.

H. MOLD RELEASE AND ARBITRATION AGREEMENT

Since mold is found everywhere, it is impossible to have a mold free home. Thus, Builder does not and cannot warrant the Home against the existence or occurrence of mold growth. The undersigned hereby indemnifies and holds harmless Heron Homes from any and all claims arising from any and all types of mold intrusion or infestation, including but not limited to; damage caused by mold intrusion, loss of use of your residence while correcting a mold intrusion or any and all personal injury or health issues arising from mold growth and intrusion. This disclosure and release is executed voluntarily and with full knowledge of its significance.

Buyer’s Initials _____

I. ENFORCEABILITY

If any provision of this warranty shall for any reason be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, but this Warranty shall be construed as if such invalid or unenforceable provision had ever been contained herein. Any such unenforceable provision shall be severed.



SECTION 2

WARRANTY STANDARDS

A. SITEWORK

- 1. Possible Deficiency – Settling of ground around foundations, utility trenches, or other filled areas.**
Performance Standard – If Builder established final grading, it will fill areas that have settled more than five inches once at the end of the Warranty period. The Owner will be responsible for the removal and replacement of any landscaping that will be required to perform corrective work.
- 2. Possible Deficiency – Standing water within five feet of the foundation.**
Performance Standard – The final grade and swales were established and approved by local codes and authorities having jurisdiction over such matters as a prerequisite for issuing the Certificate of Occupancy on your Home. Proper maintenance of ground cover and erosion prevention is an Owner maintenance responsibility. If within the first 30 days water stands for more than 48 hours after normal rainfall, Builder will re-grade affected areas. Take into consideration the possibility of water standing longer than 48 hours after heavy or extended rainfall. Owner will be responsible for the removal and replacement of any landscaping as required in performing corrective work. Water standing beyond eight feet of the foundation is not covered under this limited warranty.
- 3. Possible Deficiency – Erosion and washed out areas.**
Performance Standard – Unless noted on the buyer's walkthrough affidavit, it is the Owner's responsibility to maintain adequate ground cover to prevent erosion and is therefore specifically excluded from this Warranty.
- 4. Possible Deficiency – Disturbance of lot conditions by utility companies and others.**
Performance Standard – Builder is not responsible for the repair of any condition caused or made worse by anyone other than Builder and is specifically excluded from this Warranty.
- 5. Possible Deficiency – Trees dying.**
Performance Standard – Maintenance of any trees, whether planted by Builder or existing on the lot prior to construction, is an Owner responsibility after closing and is specifically excluded from this Warranty.
- 6. Possible Deficiency - Encroachment of items from adjacent property owners.**
Owner's mortgage company should have shown any encroachments at the time of closing the required performance standard – A final survey. Builder is not responsible for encroachments after closing and is specifically excluded from this Warranty.
- 7. Possible Deficiency – Maintenance of grass, sod, or landscaping.**

Performance Standard – The Builder does not warranty lawn or landscaping maintenance. The responsibility of maintaining the yard lies with the Owner.

B. BASEMENT WALLS AND MASONRY

- 1. Possible Deficiency – Cracks in basement walls.**
Performance Standard – Builder will correct cracks that exceed 1/8 inch in width with pointing or epoxy injections one time only at the end of the Warranty period. Shrinkage cracks are an inevitable element of concrete construction and are not considered as a deficiency.
- 2. Possible Deficiency - Cracks in block wall construction.**
Performance Standard – Builder will correct cracks that exceed 3/16 inch by pointing or patching one time only at the end of the Warranty period. Some cracks in block wall construction are not unusual and should be expected.
- 3. Possible Deficiency – Hairline cracks in masonry or brick veneer.**
Performance Standard – Small hairline cracks due to shrinkage are common in masonry construction. Builder will repair cracks that exceed ¼ inch with pointing or epoxy injections one time only at the end of the Warranty period.



4. Possible Deficiency – Leaks in basement

Performance Standard – Your water proofing system should perform according to the Warranty provided to you at closing by the waterproofing contractor. Builder will correct to meet such standards.

5. Possible Deficiency – Footing drains stopped up.

Performance Standard – Owner is responsible to keep the exit point of footing drains open at all times. Builder is responsible for crushed prior to closing or improperly installed footing drains and will correct if such conditions exist.

C. POURED IN PLACE CONCRETE (Basement Slabs, Garage Floors, Walks, Drives, Patios, Etc.)

1. Possible Deficiency – Cracks at control joints.

Performance Standard – No action required by Builder. The control joint is placed to control cracking and is therefore not a deficiency. This item is specifically excluded from this Warranty.

2. Possible Deficiency – Hairline cracks and expansion cracks in areas other than control joints.

Performance Standard – Builder will repair any cracks more than 3/16 inch wide with patching or epoxy injections, one time only at the end of the Warranty period. Smaller cracks should be filled by Owner to prevent undermining the surface under the concrete.

3. Possible Deficiency – Uneven concrete floors in living areas.

Performance Standard – Builder will correct living areas that exceed ¼ inch within a 32-inch measurement. Driveways, garage floors, patios, walks, and drives will be repaired in areas that exceed 3/8 inch within a 32-inch measurement one time at the end of the Warranty period

4. Possible Deficiency – Settling or separation of stoops or garage floors.

Performance Standard – Builder will correct any separation in excess of one inch one time only at the end of the Warranty period

5. Possible Deficiency – Standing water on stoops and concrete.

Performance Standard – Builder will correct any condition that prevents water from draining off steps. Water standing on stoops, drives, walks, patios, etc. shortly after a rain is normal and is not considered a deficiency.

6. Possible Deficiency – Concrete splatters.

Performance Standard – Builder will correct only if reported prior to closing.

7. Possible Deficiency – Disintegration of concrete surface.

Performance Standard – Builder will correct affected areas one time at the end of the Warranty period.

D. CRAWL SPACE AND BASEMENT

1. Possible Deficiency – Condensation on walls, joists, or other areas.

Performance Standard – Builder provided adequate ventilation as verified through the inspection process. It is considered Owner maintenance to open and close vents in a timely manner. Depending on weather and conditions beyond Builder's control, it is not unusual to have some condensation develop and is therefore specifically excluded from this Warranty.

2. Possible Deficiency – Water in crawl space.

Performance Standard – Builder has provided a positive drain out of the crawl space. It is considered Owner maintenance to keep this drain open and operational. Depending on the amount of rainfall, underground seepage, condensation, etc., it is not unusual to see water in the crawl space at any given time. Because of the elements beyond Builder's control, this item is specifically excluded from this Warranty.

E. ROUGH CARPENTRY AND WOOD

1. Possible Deficiency – Uneven wood floors & ceilings.

Performance Standard – Builder will correct high and low areas that exceed 3/8 inch within a 32-inch measurement. Acceptable tolerances in lumber grading prevent a perfectly level floor.



2. Possible Deficiency – Bowed walls.

Performance Standard – Builder will correct a bowed wall that exceeds 3/8 inch within a 32-inch measurement. Acceptable tolerances in lumber grading prevent a perfectly smooth wall.

3. Possible Deficiency – Squeak in floor.

Performance Standard – Lumber shrinkage, humidity levels, climatic changes, etc. are all reasons one may have a floor squeak and are all beyond Builder's control. If a floor squeak is documented prior to closing, Builder will correct the squeak to the extent possible. Otherwise this item is specifically excluded from the Warranty.

4. Possible Deficiency – Walls out of square or out of plumb.

Performance Standard – Unless noted prior to closing, this item is specifically excluded from the Warranty.

E. INTERIOR TRIM & FINISHES

1. Possible Deficiency – Gaps between trim and adjacent surfaces.

Performance Standard – Gaps usually occur because of trim and caulking shrinkage. Builder will repair gaps in trim and adjacent surfaces that exceed ¼ inch and gaps between trim pieces that exceed 1/8th inch one time only at the end of the Warranty period. Any caulking or repainting will be the responsibility of Owner.

2. Possible Deficiency – Blemishes in wood and trim.

Performance Standard – Builder will make a reasonable effort to repair blemishes, hammer marks, knotholes or other imperfections only if reported prior to closing.

3. Possible Deficiency – Doors do not close and latch properly.

Performance Standard – Builder will repair and/or adjust doors to function properly. Any repainting will be the responsibility of Owner.

4. Possible Deficiency – Doors rub on carpet.

Performance Standard – Builder will cut doors to clear the carpet and operate properly. Any repainting will be the responsibility of Owner.

5. Possible Deficiency – Warped doors (Interior and Exterior).

Performance Standard – Builder will replace and repaint any door that is warped in excess of 3/8 inch measured horizontally, vertically, or diagonally. Seasonal changes may cause doors to warp and should be expected. Corrective action by Builder will be taken at the end of this Warranty period.

6. Possible Deficiency – Nail pops and minor cracks in drywall.

Performance Standard – Nail pops and minor cracks in drywall are normal and are considered a routine maintenance items. Builder will repair nail pops and cracks in excess of 1/8 inch one time only at the end of the Warranty period. Any repainting will be the responsibility of Owner.

7. Possible Deficiency – Caulking shrinkage or deterioration.

Performance Standard – All caulking expands, contracts, and deteriorates. This is considered a routine maintenance item and is specifically excluded from this Warranty.

8. Possible Deficiency – Problems in wallboard after Owner has changed original finishes.

Performance Standard – Builder has no responsibility after Owner has changed original finishes, including repainting. Owner should take time to inspect and prepare all surfaces prior to installing new wall or floor coverings. This item is specifically excluded from this Warranty.

9. Possible Deficiency – Imperfections in paint.

Performance Standard – Owners are inspecting and accepting the painting prior to closing your Home. After closing, any painting required is an Owner responsibility and is specifically excluded from this Warranty.

10. Possible Deficiency – Defects in wallpaper (material or workmanship).

Performance Standard – Builder assisted in coordinating installation of wallpaper as a courtesy only. As such, any responsibility for the wallpaper or installation thereof is specifically excluded from this Warranty.

F. FLOOR COVERING

1. Possible Deficiency – Gaps in carpet seams.

Performance Standard – Builder will correct unsightly gaps in carpet to the extent possible.

2. Possible Deficiency – Gaps in vinyl floor seams.

Performance Standard – Builder will correct gaps in excess of 1/8 inch at vinyl seams and correct gaps in excess of 3/16 inch where the vinyl floor meets other finishes.

3. Possible Deficiency - Vinyl floor becomes loose around the edges.

Performance Standard – Builder will remove and replace the shoe mold to repair vinyl floor. Any repainting will be the responsibility of the Owner.

4. Possible Deficiency – Imperfections, cuts, gouges, fading, discoloration, etc. in vinyl flooring.

Performance Standard – Builder will repair or replace only if documented prior to closing.

5. Possible Deficiency – Manufacturer approved defects in carpet or vinyl flooring.

Performance Standard – Builder will repair or replace the defective area of the floor covering as approved and directed by the product manufacturer. Owner is responsible for filing the proper claim forms to the manufacturer.

6. Possible Deficiency – Fasteners broken through vinyl flooring.

Performance Standard – Builder will replace the area affected by the fastener. Builder is not responsible for discontinued material or color variations.

7. Possible Deficiency – Premature wearing of carpet.

Performance Standard – Your carpet is warranted for wear by the manufacturer. Any claims of this nature should be addressed to the manufacturer and is specifically excluded from this Warranty.

8. Possible Deficiency – Cracks in ceramic grout joints.

Performance Standard – Cracks in grout joints are normal and considered routine Owner maintenance. This is specifically excluded from the Warranty.

9. Possible Deficiency – Tiles crack or become loose.

Performance Standard – Builder will correct only if documented prior to closing.

10. Possible Deficiency – Perceived hardwood floor deficiency.

Performance Standard – This item is warranted by the hardwood floor supplier and/or manufacturer and is specifically excluded from Builder's Warranty. No warranty exists from anyone for water damage – including areas such as: bathrooms, kitchens, wet bars, or entrances.

H. WINDOWS AND EXTERIOR DOORS

1. Possible Deficiency – Drafts around windows.

Performance Standard – Builder will correct if windows are installed improperly. During high winds or extremely hot or cold weather, drafts are usually noticeable around windows. It may become necessary for the Owner to install storm windows in order to eliminate unsatisfactory drafts.

2. Possible Deficiency – Leaks around windows and doors.

Performance Standard – Unless caused by caulking deterioration, high winds, storms, worn weather stripping, or lack of Owner maintenance, Builder will correct leaks as required. Owner installed storm doors are the only way to ensure leaks will not occur again.

3. Possible Deficiency – Worn or crushed weather stripping around doors.

Performance Standard – Replacement of weather stripping is considered routine Owner maintenance and is specifically excluded from this Warranty.

4. Possible Deficiency - Moisture between panes of glass.



Performance Standard – Builder will replace affected windows if not caused by broken glass.

5. Possible Deficiency – Broken glass.

Performance Standard – Builder will replace if reported prior to closing.

6. Possible Deficiency – Window becomes difficult to operate.

Performance Standard – If lubricating the glides with appropriate lubricant by Owner does not correct the problem, Builder will correct to the make the window operate in a reasonable manner.

I. ROOFING AND SIDING

1. Possible Deficiency – Leaks in roof.

Performance Standard – Builder will repair leaks as they occur unless caused by high winds, snow or ice build-up, driving rain or damage done by others.

2. Possible Deficiency – Vent or louver leaks.

Performance Standard – Builder will repair or replace as they occur if caused by a defect or improper installation. High wind, snow, or heavy driving rain may cause water to enter and is not considered a deficiency.

3. Possible Deficiency – Torn shingles.

Performance Standard – Builder will only replace torn shingles if reported prior to closing.

4. Possible Deficiency – Wavy siding.

Performance Standard – Siding will expand and contract causing “waving” and is not considered a deficiency. Builder will repair detached siding unless caused by high winds.

J. ELECTRICAL

1. Possible Deficiency – Circuit breakers trip excessively.

Performance Standard – Builder will replace defective breakers as they occur. Lifestyles have to be adjusted for ground fault breakers since they are code requirements. It is Owner’s responsibility to verify if a defective ground fault breaker exists.

2. Possible Deficiency – Broken fixtures or receptacle covers.

Performance Standard – Builder will replace only if reported prior to closing.

3. Possible Deficiency – Defects in owner furnished fixtures or electrical items.

Performance Standard – Builder installed your fixtures as a courtesy only and any obligation is specifically excluded from this Warranty

4. Possible Deficiency – Defective fixtures, switches, or outlets.

Performance Standard – Builder will replace defective electrical items as they occur.

5. Possible Deficiency – Air infiltration around electrical receptacles.

Performance Standard – This is normal and is not considered a deficiency.

K. HEATING AND COOLING

1. Possible Deficiency – Insufficient heating.

Performance Standard – Builder will correct if the heating system fails to maintain a temperature of 70 degrees Fahrenheit, under normal operating and weather conditions. The temperature shall be measured in the center of each room at a height of five feet above the floor. On extremely cold days, a six degree difference between thermostat setting and actual inside temperature is acceptable. All rooms may vary in temperature by as much as four degrees. These conditions are specified in the ASHRAE handbook. Homes designed with open foyers, stairways, cathedral ceilings and bonus rooms over garages will usually cause abnormal variations from these standards. Any such variations are specifically excluded from this Warranty.

2. Possible Deficiency – Insufficient cooling.



Performance Standard – Builder will correct if the cooling system is not capable of maintaining a temperature of 78 degrees Fahrenheit under normal operating conditions. The temperature shall be measured in the center of the room, five feet above the floor. On extremely hot days where outside temperature exceeds 95 degrees Fahrenheit, a difference of 15 degrees from outside temperature will be maintained. All rooms may vary by as much as four degrees and between floors the variance can be as much as 6 degrees. These conditions are specified in the ASHRAE handbook. Homes designed with open foyers, stairways, cathedral ceilings and bonus rooms over garages will usually cause abnormal variations from these standards. Any such variations are specifically excluded from this Warranty.

3. Possible Deficiency – Condensation lines clog.

Performance Standard – This is considered routine Owner maintenance and is specifically excluded from this Warranty.

4. Possible Deficiency – Noisy duct work.

Performance Standard – Builder will correct oil canning if properly substantiated by Owner. Forced air will cause some noise. When metal heats and cools, strange noises may occur and are specifically excluded from this Warranty.

L. PLUMBING

1. Possible Deficiency – Noisy water pipes.

Performance Standard – Builder will correct “water hammer.” Some noise can be expected due to heating, cooling or water traveling within pipes and is not considered a deficiency.

2. Possible Deficiency – Pipes freeze and burst.

Performance Standard – Water pipes have not been insulated. It is Owner’s responsibility to insulate. It is also up to Owner to open and close foundation vents seasonally, remove all hose attachments from outside faucets, leave interior faucets dripping during extremely cold weather, and take other necessary steps to protect the plumbing system from freezing. Therefore, this item is specifically excluded from this Warranty.

3. Possible Deficiency – Plumbing leaks.

Performance Standard – Builder will correct if due to faulty workmanship or materials.

4. Possible Deficiency – Stopped up drains.

Performance Standard – Prior to closing, it was demonstrated that all drains were open and operational. If within 10 days after closing drains become clogged due to construction related materials, Builder will correct the problem.

5. Possible Deficiency – Toilet clogged.

Performance Standard – The Water Saving Act of 1994 requires Builder to install toilets that flush with 1.6 gallons of water. In some instances this is not enough to flush solids without the toilet getting clogged. This is normal and is specifically excluded from this Warranty.

M. CABINETS AND VANITIES

1. Possible Deficiency – Delamination of countertop.

Performance Standard – Builder will correct as required to perform properly.

2. Possible Deficiency – Chips, scratches, or other imperfections in countertop.

Performance Standard – Builder will correct if reported prior to closing.

3. Possible Deficiency – Warping of cabinet doors.

Performance Standard – Builder will correct if warp exceeds ¼ inch from cabinet frame.

4. Possible Deficiency – Cabinets separate from walls or ceiling.

Performance Standard – Builder will correct any separation greater than ¼ inch.

5. Possible Deficiency – Scratches, dents, or other slight imperfections in cabinetry.

Performance Standard – Builder will make every reasonable effort to repair if reported prior to closing.

6. Possible Deficiency – Scratches, stains, gouges, or imperfections in cultured marble.

Performance Standard – Builder will correct if reported prior to closing.



N. WOOD DECKS

1. Possible Deficiency - splitting, twisting, and warping of the wood.

Performance Standard – Builder will correct if due to workmanship. It is normal for treated wood to warp, twist, or split due to the high moisture content of the wood being exposed to elements. Owner maintenance such as sealing and adding extra fasteners when needed is essential.

2. Possible Deficiency – Steps or floorboards cupping.

Performance Standard – Cupping of deck floorboards and steps is normal due to being exposed to elements and is therefore specifically excluded from this Warranty.

3. Possible Deficiency – Deck settlement.

Performance Standard – Builder will correct if settlement exceeds 1-½ inches when measured eight feet from the house to the outside of the deck.

4. Possible Deficiency – Loose floorboards or rails.

Performance Standard – Builder will correct as required if caused by missing fasteners.

O. FIREPLACE

1. Possible Deficiency – Mantle separates from wall.

Performance Standard – Builder will correct separations of more than ¼ inch. Any painting required is the Owner's responsibility.

2. Possible Deficiency – Face & hearth scratches, blemishes, or imperfections.

Performance Standard – Builder will make every reasonable effort to repair if reported prior to closing.

3. Possible Deficiency – Cracks in firebrick.

Performance Standard – This is normal due to intense heat and is specifically excluded from this Warranty.

4. Possible Deficiency – Chimney cap becomes loose or leaks.

Performance Standard – Builder will correct unless caused by high winds or driving rain.

P. SPECIALTIES

1. Possible Deficiency – Leaking gutters.

Performance Standard – Builder will correct as required.

2. Possible Deficiency – Dead trees or shrubs.

Performance Standard – Builder will replace if reported prior to closing.

3. Possible Deficiency – Shutter becomes loose.

Performance Standard – Builder will correct as required except if caused by high winds.

4. Possible Deficiency – Dents in exterior doors.

Performance Standard – Unless reported prior to closing, this item is specifically excluded from this Warranty.

Q. MISCELLANEOUS

1. Possible Deficiency – Mailbox installation.

Performance Standard – The mailbox was installed as a courtesy and is specifically excluded from this Warranty.

2. Possible Deficiency – Dryer or washer plug will not fit existing receptacle.

Performance Standard – New codes require the size and type of receptacle currently installed. Therefore, this item is specifically excluded from this Warranty.

SECTION 3

WARRANTY STANDARDS- 2 YEAR ONLY

A. PLUMBING, ELECTRICAL, HEATING & COOLING SYSTEMS

1. **Possible Deficiency- Wiring fails to carry specified load.**
Performance Standard- Builder will correct. Switches, Outlets and Fixtures are applicable to **Year 1 Coverage ONLY**
2. **Possible Deficiency- Duct work separates**
Performance Standard- Builder will correct. Owner maintenance is required.
3. **Possible Deficiency- Pipe Leaks**
Performance Standard- Builder will correct. Condensation on pipes does not constitute leakage. Faulty faucets, valves, joints and fittings are applicable to **Year 1 Coverage Only**.
4. **Possible Deficiency- Water supply stops.**
Performance Standard- Builder will correct if due to faulty workmanship or materials inside the Home.
5. **Possible Deficiency- Clogged drain or sewer**
Performance Standard- Builder will correct clog within structure caused by faulty workmanship or materials. Clogs and stoppages beyond the exterior wall or those caused by Owner are not covered by this Warranty. Routine Owner maintenance and proper use is required.

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Exclusions - The following Items are NOT covered by the Warranty:

1. Normal wear and tear.
2. Damage to land (lot) caused by erosion.
3. Neglect, improper or inadequate maintenance, and improper operation of equipment.
4. Damage caused by loading and unloading on floors (waterbeds, freezers, safes, etc.).
5. Any consequential damage.
6. Owner's failure to prevent or minimize damage in a timely manner.
7. Damage or inconvenience caused by water seepage.
8. Damage, intrusion of, or inconvenience caused by birds, rodents, insects, wild animals, reptiles, etc.
9. Soil movement.
10. Any condition that may render the Home inhabitable such as radon, formaldehyde, carcinogenic substances, mold, mildew, pollutants and contaminants, or the presence of hazardous or toxic materials resulting in a health risk inside or outside the Home.
11. Damage resulting directly or indirectly from floods, high winds, driving rain, underground water, fire, smoke, explosions, blasting, falling objects, acts of God, hail, lightning, earthquake, ice, snow, falling trees, aircraft, sinkholes, changes in underground water tables, any circumstance beyond the Builders direct control, etc.
12. Loss or damage caused or made worse by changes in grading on surrounding lots or communities.
13. Intrusion of water in crawl space.
14. Any item that can be corrected or adjusted by tightening screws, nuts, or bolts.
15. Batteries in smoke detectors.
16. Stoppage in commodes for any reason other than construction related.
17. Scratches, dents, gouges, fading, etc. on items not reported prior to closing.
18. Broken windows, mirrors, or glass of any kind not reported prior to closing.
19. Cosmetic workmanship of any kind not reported prior to closing.
20. Alignment of sensors on garage doors.
21. Any work coordinated for you by Builder but not actually provided by Builder.
22. Pressure and volume of water system provided by Owner's utility supplier.
23. Any part of the utility system provided by others.
24. Any obligation to, or responsibility for, any punch lists prepared by an independent home inspector either before or after closing your Home.
25. Any potential defect caused by rust, rot, moisture, mold, or mildew.
26. Appliances and equipment warranted by the manufacturer under a separate warranty.
27. Damage caused by or made worse by the Owner's failure to give proper notice as called for in this Warranty.
28. Fitness of purpose, habitability, or merchantability.
29. Removal and/or replacement of materials not originally installed by your Builder.
30. Painting of any kind. Includes painting required to restore corrective work performed by the builder.
31. Caulking inside or outside.
32. Lists for items to be changed or corrected from anyone other than the state, county, or city officials having jurisdiction over such matters.
33. Frozen burst water pipes or faucets.
34. Any moving, re-positioning, or protecting of mirrors, paintings, fixtures, cabinets, furniture or other household furnishings in order to do corrective work on an approved warranty item.
35. Any consequential damage that may occur as a result of Builders attempt to do corrective work on an approved warranty item.

EFFECTIVE DATE OF THIS WARRANTY: _____

* Possible deficiencies that **DO NOT** adversely affect one’s lifestyle.

Builder will repair, replace, or pay you the reasonable cost to repair or replace said item one time only at the end of the Warranty period.

** Possible deficiencies that **DO** adversely affect one’s lifestyle.

Builder will repair, replace, or pay you the reasonable cost to repair or replace such items as promptly as reasonably possible during normal business hours.

HERON HOMES, LLC:

Seller Date

Buyer Date

Buyer Date

Witness Date



Contact Sheet

Lot _____ Community _____

Date Closed _____

New Address _____ City _____
Zip _____

New Home Phone _____

Contact Data: The one year home builder's Warranty requires one of the home owners below to be present during the time of any service performed by Heron Homes to your new Home:

Owner _____ Owner _____

Work Phone _____ Work Phone _____

Cell Phone _____ Cell Phone _____

Which owner will be present: _____

Subcontractors:

HVAC _____
Phone _____

Plumbing _____
Phone _____

Electrical _____
Phone _____



Request for Warranty Work

Name _____ Date _____

Address _____

Cell _____ Home _____ Work _____

Subdivision _____ Lot number _____

Date Home Closed _____

To File Customer Service Request Please do the Following:
Go To www.homesbyheron.com
Go To: WARRANTY Tab
Complete WARRANTY REQUEST FORM – online Form
Our service managers will be in touch

Description of possible defect:	Warranty Book Page
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____



By signing this warranty request, the home owner (hereinafter referred to as “owner”) acknowledges that he/she has read **Heron Homes Limited One Year Warranty** furnished at closing and is convinced that this request is valid and Heron Homes should take action to correct the above mentioned possible warranty items. Therefore, Heron Homes administrators, employees, and sub-contractors are being **asked** to enter the owner’s Home, the owner acknowledges there are **certain risks** and a **possibility for incidental damage** to the owner’s property and hereby **accepts that risk** and further agrees as follows:

1. The work will be done between 8:00 am and 2:00 pm Monday-Friday
2. An owner of record must be present at all times to supervise all workmen and provide protection for carpets, walls, fixtures or any other part of the house that may be adversely affected by the task at hand.
3. The owner agrees to hold *Heron Homes* harmless from any incidental or consequential damages to the lawn, house, deck, patio, driveway, fence, or any other part of the property described on page one, as a result of the *Heron Homes* efforts to accomplish the owner’s wishes concerning the items listed on page one.
4. The owner that is present will have full authority from all other owners to act on their behalf, in giving directions, answering questions and signing any applicable documents related to the items listed on page one at the initial review of requested items by *Heron Homes* as well as when the work is being done.
5. If a sub-contractor is called to the owner’s Home and the item in question is not a legitimate warranty item, determined by the sub-contractor, owner agrees to pay the applicable service charge and fee to the sub-contractor before he leaves the property. IF this does not happen, *Heron Homes* will pay the bill and then declare the owner’s Limited One Year Warranty null and void until such a time as this account is settled in full.
6. If employees of *Heron Homes* are requested to perform any work that is not a legitimate warrantable item, as determined by *Heron Homes*, owner agrees to pay *Heron Homes* \$50.00 per man hour for the time our employees are working on that item. If owner refuses to pay, we will declare the owner’s warranty null and void until such a time as this account is settled in full.
7. All owners of record must sign this request
8. After review of this request by *Heron Homes*, owner and *Heron Homes* must agree on the covered and non-covered warranty items and list them on page three before any work is done. Otherwise, no work will commence until an agreement is reached.
9. Owner will initial each item as soon as it is complete. If there is anything left to be done concerning said item, it must be noted on page three. *Heron Homes* will deem all work to be satisfactory and final.
10. Owner is not authorized to call a sub-contractor directly without the written permission of *Heron Homes* except in the case of an extreme emergency.

Owner _____

Date _____

Owner _____

Date _____





To be completed after the review of request by Project Manager

After reviewing the above request, Heron Homes deems the following:

A. The items listed below are deemed to be covered under warranty

B. The items listed below are not covered under warranty:

Project Manager _____ Date _____

Owner _____ Date _____

Owner _____ Date _____

File your warranty request Online as described below:

To File Customer Service Request Please do the Following:

Go To www.homesbyheron.com

Go To: WARRANTY Tab

Complete WARRANTY REQUEST FORM – online Form

Our service managers will be in touch



Warranty Completion Report

Name _____

Address _____

Lot # _____ Community _____

The following warrantable items have been reviewed and repaired/replaced per *Heron Homes Limited One Year Warranty*

Customer Initial

- _____ 1. _____
- _____ 2. _____
- _____ 3. _____
- _____ 4. _____
- _____ 5. _____
- _____ 6. _____
- _____ 7. _____
- _____ 8. _____
- _____ 9. _____
- _____ 10. _____

Owner _____ Date _____

Owner _____ Date _____

Heron Homes

By: _____

Date: _____

