



HOMEOWNER LIMITED WARRANTY

Materials and Workmanship



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Dear Homeowner,

Congratulations! You have purchased a home with a limited warranty provided by Empire Communities (hereinafter the “Builder”). Your limited warranty, as provided on the following pages, covers materials and workmanship for one year.

This booklet contains your Builder’s limited warranty to you. The Builder warrants that, within the coverages and subject to the exclusions and limitations outlined in the Homeowner Limited Warranty, your home will be free from defects in systems, materials and workmanship for a limited period of time.

The Homeowner Limited Warranty is a contract between you and the Builder. All controversies or disputes will be resolved through Binding Arbitration as provided in Paragraph 16 of the Purchase and Sale Agreement (hereinafter referred to as the “Agreement”).

Again, congratulations and enjoy your new home!

Sincerely,

Todd Hager

Todd Hager
Regional EVP-Atlanta
Empire Communities



HOMEOWNER LIMITED WARRANTY

ORIGINAL OWNER(S) NAME(S): _____
(hereinafter, along with successors in title, collectively referred to as the “Owner” or “Homeowner”).

COMMENCEMENT DATE: _____
(hereinafter referred to as the “Commencement Date”).

ADDRESS OF HOME COVERED: _____
(hereinafter referred to as the “Home” or the “Property”).

PURCHASE AND SALE AGREEMENT: The agreement, including all Exhibits and things made a part thereof, between the Seller (also referred to herein as the “Builder”) and the original Owner (hereinafter referred to as the “Agreement”).

•Building code issues, to the extent covered by the Homeowner Limited Warranty, are only those building codes in effect as of the date the original building permit was issued for the Home.

•Georgia Law contains important requirements you must follow before you may initiate any claim for defective construction against the Seller who constructed, improved, or repaired your home. No later than ninety days before you initiate your claim, you must serve on the Seller a written notice of any construction conditions you allege are defective. Under the law, the Seller has the opportunity to make an offer to repair or pay for the defects or both. You are not obligated to accept any offer made by the Seller. There are strict deadlines and procedures under state law (O.C.G.A. § 8-2-35 et seq.), and failure to follow them may affect your ability to initiate a claim.

WARRANTY TERM: The time period of the Homeowner Limited Warranty from the Commencement Date until expiration of the applicable coverage (hereinafter referred to as the “Warranty Term”). The Warranty Term for materials and workmanship is one year from the Commencement Date. The Warranty Term is not extended by any repair or correction of any covered defect.

(1) EXPRESS LIMITED WARRANTY – ONE YEAR

The Builder warrants that, for one year from the Commencement Date, your Home will be free from defects in materials and workmanship as defined and provided, and to the extent stated in, the Residential Construction Performance Guidelines (as described in Paragraph 7 below). The Builder reserves the right, at the Builder’s sole discretion, to make repairs to painting; caulking and other expansion and contraction related defects only one time, and such repairs shall be done during the “Year-End” service call.

Except for warranties provided by the Manufacturers of certain products, as provided in Paragraph 3, below, THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE HOME OTHER THAN THOSE SET FORTH HEREIN.



(2) WARRANTIES TRANSFERABLE:

All of your rights and obligations hereunder shall fully transfer to each successor in title to the Home, including any mortgagee in possession, for the remainder of the applicable Warranty Term, if any, and any such transfer shall in no way affect or reduce the coverage under the Homeowner Limited Warranty for the balance, if any, of any applicable, unexpired Warranty Term. There is no limit to the number of such transfers during any applicable Warranty Term, nor is there any cost or fee hereunder as a result of such successive transfers. If you sell your Home during any applicable and unexpired Warranty Term, you agree to give this Warranty to your buyer to enable the buyer to enforce warranty rights and perform warranty obligations as provided herein. IF YOU ARE A SUCCESSOR OWNER OF THE HOME (THAT IS, AN OWNER OTHER THAN THE ORIGINAL PURCHASER), YOUR HOME WILL BENEFIT FROM THE REMAINING COVERAGE PROVIDED BY THE UNEXPIRED WARRANTY TERM OF THE HOMEOWNER LIMITED WARRANTY. LIKEWISE, YOU ARE ALSO BOUND BY ALL THE TERMS AND CONDITIONS OF THE WARRANTY INCLUDING, BUT NOT LIMITED TO, ANY CLAIMS PROCEDURES REQUIRED BY THE HOMEOWNER LIMITED WARRANTY OR THE ORIGINAL SALES AGREEMENT, OR BOTH, AND, BY MAKING ANY WARRANTY CLAIM, YOU AGREE TO PARTICIPATE IN BINDING ARBITRATION OF ANY AND ALL DISPUTES ARISING OUT OF OR RELATED TO THE HOMEOWNER LIMITED WARRANTY AND THE CONSTRUCTION OF THE HOME.

(3) MANUFACTURERS' WARRANTIES:

The Builder assigns and passes through to the Owner any Manufacturers' Warranties on all "consumer products" as defined in the Magnuson-Moss Warranty Act, 15 U.S.C. Sections 2301-2311 (the "Act"). The Act applies to written warranties on tangible personal property, which is normally used for personal, family or household purposes. Merchantability, fitness for use and all other implied warranties with respect to such products shall exclusively be governed by the Manufacturers' Warranties, the Act, other applicable statutes and other law. Such Manufacturers' Warranties may include, but may not be limited to:

- A. Heating and Ventilation – Furnace, air conditioning, coils and compressor, humidifier, electronic air cleaner, heat pump, exhaust fan, thermostat.
- B. Mechanical/Electrical – Intercom, central vacuum system, security system, fire and smoke alarm, fire extinguisher, garage door opener, door chimes, electric meter, gas meter, barbecue grill, light bulbs.
- C. Plumbing – Water heater, water pump, water meter, sump pumps, water softener.
- D. Appliances – Oven, surface unit, range, trash compactor, freezer, refrigerator, dishwasher, oven hood, disposal, ice maker, food center, clothes washer, clothes dryer, hot water dispensers.

Any Manufacturers' Warranties are in addition to, but separate from, the Homeowner Limited Warranty. The Homeowner Limited Warranty does not include or cover any "consumer product" for which there is, or was, any Manufacturers' Warranty. The Homeowner Limited Warranty may include or cover labor related to the repair, replacement or installation of a consumer product if, and to the extent that, such labor related to the repair, replacement or installation is included or covered in the Residential



Construction Performance Guidelines.

(4) EXCLUSIONS:

The following are EXCLUDED from coverage under the Homeowner Limited Warranty:

- A. Damage to land or other property that was not part of your Home, or any property that was not included in the purchase price of your Home.
- B. Defects in swimming pools and other recreational facilities, driveways, walkways, nonstructural attached patios, fences, nonstructural attached stoops, and steps.
- C. Defects in landscaping (including sodding, seeding, shrubs, trees and plantings), irrigation sprinkler systems, or any other improvements not a physical part of the Home.
- D. Damage to or defects in concrete floors of attached garages that are built separate from foundation walls or separate from other structural elements of the Home.
- E. Loss or damage which arises while your Home is being used primarily for non-residential purposes.
- F. Any appliance, equipment or other item in the Home that is a “consumer product” as described above under Manufacturers’ Warranties.
- G. Damage due to the abuse, misuse or neglect, or the failure to provide proper maintenance.
- H. Defects or damage caused by someone other than the Builder.
- I. Defects or damage resulting from any changes made by someone other than the Builder including, but not limited to, changes in the structure of the Home, Systems and exterior grading.
- J. Any damage to the extent it is caused or made worse by:
 - a. External causes including, but not limited to, acts of God, riot or civil commotion, terrorism, windstorm, fire, explosion, smoke, water, hail, lightning, falling trees or other objects, aircraft, vehicles, flood, mudslides, earthquakes, volcanic eruption, natural or introduced gases, abuse or misuse of the Home, or any part thereof, beyond the reasonable capacity of such part for such use, or by any other external cause.
 - b. Changes in the level of underground water table that are not reasonably foreseeable at the time of construction of the Home.
 - c. Damage, harm or injury including, but not limited to, condensation, microorganisms, fungus, decay, wet rot, dry rot, soft rot, rotting of any kind, vermin, birds, wild or domestic animals, corrosion, rust, radon, radiation, formaldehyde, asbestos, any solid, liquid or gaseous pollutant, contaminant, toxin, irritant or carcinogenic substance, whether organic or inorganic, mold or mildew caused by, or resulting from, the failure of the Owner to provide normal maintenance or maintain adequate ventilation and humidity levels.
 - d. Failure to notify the Builder of any defect that causes other or more extensive damage including, but not limited to, the intrusion of moisture.
- K. Injury to any person, bodily or otherwise.
- L. Defects in or damage to any real or personal property which was not a part of the Home or real property included in the purchase price paid to the Builder at or before closing.
- M. Any damage or defect caused as a result of work performed to the Home or Property



- by any person or company other than the Builder.
- N. Normal wear and tear, normal deterioration or normal changes that are the result of characteristics common to the materials used.
 - O. Loss or damage covered by the Owner's insurance, which Owner's insurance shall in all cases be deemed to provide the primary coverage.
 - P. Insect damage.
 - Q. Loss of, or damage to, any item of personal property.
 - R. Tarnishing of interior and exterior hardware or fixtures.
 - S. Warpage or shrinkage of materials.
 - T. Cosmetic or aesthetic defects.
 - U. Loss or damage that arises while the Home is leased or rented, or while the Home is being used for any nonresidential purposes.
 - V. Loss or damage resulting from abnormal loading on floors that exceeds design loads.
 - W. Costs of shelter, transportation, food, moving, storage or other expenses associated with or related to any defect, or the repair or replacement of any defect.
 - X. Diminished market value of your Home.
 - Y. Any claim not filed in accordance with the claims procedures set forth in the Agreement or in accordance with the Homeowner Limited Warranty.
 - Z. All consequential damages whatsoever including water damage and mold and consequential damages arising or resulting from water damage or mold.
 - AA. Further damage caused by a failure to promptly notify the Builder.
 - BB. Inconsistencies in finish or matching for any repair or replacement work by the Builder under the Homeowner Limited Warranty.
 - CC. Any damage caused to septic systems, including all drainage lines to and from septic tanks, by anyone other than the Builder.
 - DD. Any other exclusions set forth in the Residential Construction Performance Guidelines.

(5) REPORTING DEFECTS:

Any defect or condition covered by the Homeowner Limited Warranty must be reported to the Builder within the Warranty Term. All reported defects or conditions covered by the Homeowner Limited Warranty must be referenced and described by the Owner utilizing the applicable Residential Construction Performance Guidelines.

(6) ARBITRATION:

All disputes arising out of or related to the Agreement, the Homeowner Limited Warranty or the marketing, sale or construction of the Home shall be resolved through binding arbitration as further described in paragraph 16 of the Agreement. Arbitration arising out of or related to the Homeowner Limited Warranty shall be commenced and demanded in writing by certified mail within 60 days of the expiration of the applicable Warranty Term.



(7) RESIDENTIAL CONSTRUCTION PERFORMANCE GUIDELINES:

The Builder constructed the Home in accordance with all applicable State and local building codes and ordinances and follows the Residential Construction Performance Guidelines developed and published by the National Association of Home Builders (“NAHB”). The guidelines are standards that have been developed and accepted by the residential construction industry in general. The following Residential Construction Performance Guidelines APPLY TO THE Homeowner Limited Warranty. If no Residential Construction Performance Guidelines are referenced for any particular defect, then the Homeowner Limited Warranty does not cover such defect. You were given a copy of the Residential Construction Performance Guidelines prior to the closing of your Home.

You should be aware that all new homes go through a period of settlement and movement. During this period, your Home may experience some minor material shrinkage, cracking and other events that are unavoidable and are considered normal. You also should be aware that you are responsible for proper Home maintenance, such as maintaining set grades around the Home and sealing, painting and caulking to prevent water intrusion. Any damage caused by you, improper maintenance or changes, alteration or additions performed by anyone other than the Builder, its employees or subcontractors is excluded from the Homeowner Limited Warranty.

(8) HOMEOWNER RESPONSIBILITY:

The Homeowner is responsible for the repair or replacement of (a) any item that is not covered by the Homeowner Limited Warranty, (b) any item excluded from the Homeowner Limited Warranty and (c) any item that is a matter of Homeowner maintenance. In the event that the Builder, or any other party, is called upon to repair or replace any items included within (a), (b) or (c), above, then the Homeowner shall be responsible for payment of the costs and expenses of such repair or replacement.

(9) WARRANTY REQUESTS:

All warranty requests must be submitted in writing by email, facsimile or U.S. mail. In case of an emergency, the Homeowner may also request service from major mechanical companies (Electrician, HVAC, and Plumber) by calling the appropriate company directly.

You must deliver your warranty request to the following:

Empire Communities Warranty Services
5775 Glenridge Drive Building D
Suite 350
Atlanta, Georgia 30328
Phone: (678) 784-4500
Fax: (770) 541-5251
Email: warrantyservicesatl@empirecommunities.com