

WARRANTY

Property: 12 Beach Road, Salisbury, MA
The Village at Salisbury Square

The Builder/Seller extends this limited warranty to the Buyer/Owner. As is indicated on the Warranty, your home is warranted for substantial non-conformity for a period of one year. As is further indicated on the Warranty, there are exclusions for various items. This policy is designed to clearly differentiate the exclusions, defining the areas of responsibility of both the Builder/Seller and the Buyer/Owner.

This Warranty is not transferable or assignable and shall automatically terminate when the Buyer/Owner shall sell or cease to occupy the premises as their principal place of residence.

This policy is designed to insure the correction of most usual maintenance items that may arise during the periods covered by this policy as indicated below. These periods commence with occupancy or conveyance of the property, whichever is earlier. To be honored, requests for services must be in writing and postmarked within the time period set forth.

1. **A TIGHT ROOF:** A tight roof under shingles is warranted for one (1) year. Damage, if any, caused by snow and ice backing up under the shingles is not covered under the provisions of this warranty. Gutters and downspouts, when installed are warranted for ninety (90) days against leads and looseness. Damage, if any, caused by windblown rain or snow through roof, gable, or soffit vents or louvers into attic is not covered under the provisions of this warranty.
2. **THE HEAT & A/C SYSTEM:** The heating system is warranted to heat the home to a temperature of 70 degrees at the thermostat at 0 degrees outside and wind speed up to 15 miles per hour for a period of one year. Free heating adjustments will be made for ninety (90) days unless thermostat does not reach 70 degrees at 0 degrees outside, in which case the one year warranty is in effect. The air conditioning system is warranted to cool the home 20 degrees below the outside temperature. The Buyer/Owner should clean and change filters monthly during the heating season, a gas burner should be cleaned and flues inspected yearly, during summer. The warranty does not include the system or its parts which become defective through improper operation, lack of routine maintenance or alteration by the Buyer/Owner or his agents. Normal maintenance functions, such as replacement of filters are the Buyer/Owner's responsibility. The Builder/Seller recommends the Buyer/Owner contact the local manufacturer's representative for a preventative maintenance program.

3. PLUMBING & SEWAGE DISPOSAL SYSTEMS: The operations of plumbing and sewage disposal systems is warranted for a period of sixty (60) days, except that if in the course of correcting a stoppage any foreign object from the buyer's household are found within the fixtures occurring within thirty (30) days will be repaired by the Builder/Seller. Buyer/Owner must insure that exterior faucets are drained and shut off inside before the advent of winter. Frozen exterior faucets are never the responsibility of the Builder/Seller. Any damage due to overload or misuse of the system shall be excluded for the warranty.

4. MECHANICAL EQUIPMENT: Mechanical equipment is covered by Manufacturers' warranties, in some cases, parts are covered and labor is not. Be sure to check each individual Manufacturer's warranty. All kitchen and bathroom equipment and countertops are assumed to be accepted by the Buyer unless defects are brought to the Builder/Seller's attention in writing prior to either conveyance or occupancy, whichever is earlier. All equipment must be maintained by the Buyer/Owner according to manufacturers' instructions.

5. ELECTRICAL ADJUSTMENTS: Electrical adjustments other than fuse replacements will be made by the Builder/Seller, if required, for a period of ninety (90) days. Light bulbs are excluded from the warranty.

6. GLASS OR SCREEN BREAKAGE: Glass or screen breakage is not covered by this policy unless the Builder/Seller is notified in writing prior to conveyance or occupancy, whichever occurs first.

7. LANDSCAPING: The Builder/Seller has loamed and seeded disturbed areas on both sides, in front and in the rear of the building. All other areas will be graded. Quality seed has been used. Maintenance of all landscaping will be the responsibility of the Condominium Association.

8. SHRUBBERY: Shrubbery is warranted to be alive and healthy when planted. No warranty exists as to the length of life. Maintenance of all shrubbery will be the responsibility of the Condominium Association.

9. EXTERIOR DOORS: Exterior doors are warranted for a period of one year against warping over 3/8".

10. DRAINAGE SWALES & STRUCTURES: Drainage swales and structures are warranted for one (1) year.

11. ASPHALT DRIVEWAYS & WALKS: Asphalt driveways and walks are warranted for a period of ninety (90) days against disintegration. In hot weather, heavy vehicles should not be permitted on driveways. High-heeled shoes and gasoline and oil spillage are natural occurrences and not covered by this policy, nor tire marking and stones that flake out, since these are normal characteristics of asphalt.

- 12. CERAMIC & RESILIENT TILES:** Ceramic and resilient tiles occasionally contain imperfections which do not require service. The occurrence of scratches or cracked tile are not covered by this policy unless brought to the attention of the Builder/Seller prior to conveyance or occupancy. Any defects in tile or grout are not covered under the warranty. Loose tiles and flagstones are covered by this policy for thirty (30) days. Seams in plywood under-layment and protruding nails are covered for thirty (30) days. It is the Buyer/Owner's responsibility to replace loose or cracked tile and grout with elastic tub caulk to prevent penetration or moisture into floors and walls.
- 13. COUNTERTOPS:** Bubbling or scorching caused by hot objects is not covered.
- 14. EXTERIOR PAINT FAILURES:** Exterior paint failures are covered for six (6) months against blistering and peeling. Normal fading of paint is not covered. No interior paint peeling or paper nicks, dents, scratches, or other imperfections are covered unless the Builder/ Seller is notified of such defects in writing prior to either conveyance or occupancy, whichever is earlier.
- 15. VINYL SIDING:** Vinyl siding is covered against looseness for a period of thirty (30) days.
- 16. PROTRUDING DRYWALL & PLASTER:** Protruding drywall and seams are covered for sixty (60) days. Hairline cracks and seams are not covered by this policy as they do not represent structural failure. Repairs of gypsum wall board may not completely blend with surrounding materials as it is almost impossible to match exactly the color and texture of the original surface. Repairs without charge will be limited to the problem area. If necessary, painting of any repaired areas will be the home Buyer/Owner's responsibility.
- 17. REPAIR OF HARDWOOD FLOORING:** Hardwood flooring tends to warp, deflect, and shrink as it ages. Such warping, deflecting or shrinking is normal and is not covered under the warranty. Shrinkage and separation of floor boards is normal and not covered. This can be retarded by raising the relative humidity in the dwelling.
- 18. DOOR, DRAWER, WINDOWS & INTERIOR FINISH:** Doors, drawers, windows and interior finish are covered by this.

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