



LIMITED WARRANTY

This is an Addendum to the New Home Construction Agreement between Sable Developing, Inc. (Builder) and Owner dated _____, . At the time of closing, Builder shall provide Owner with the following limited warranty:

LIMITED WARRANTY

Address of New Home:

Owner:

NOTE: CONSEQUENTIAL AND INCIDENTAL DAMAGES ARE EXCLUDED AND THERE ARE LIMITATIONS IN THE DURATION OF IMPLIED WARRANTIES.

1. Term. The terms of the various coverage's of this limited warranty begin on the date of closing or the date when the Owner first occupies the new home, whichever comes first.

2. Coverage. Builder warrants that during the first sixty (60) days after the Owner moves in, Builder will adjust or correct minor defects, omissions, or malfunctions, such as missing equipment or hardware; sticking doors, drawers, and windows; dripping faucets; caulking around exterior openings and other minor malfunctions reported by owners upon inspection of the property. Within one (1) year from the date of closing or occupancy by the Owner, whichever is first, Builder will repair or replace, at the Builder's option, any latent defects in material or workmanship of the new home. All workmanship and materials shall satisfy the standards of construction described in the current version of *The Residential Construction Performance Guidelines -- For Professional Builders and Remodelers*, published by the National Association of Home Builders (the "Guidelines"). A latent defect is defined as one, which was not apparent/ascertainable at the time of occupancy. The Owner agrees to accept a reasonable match in any repair or replacement in the event the original item is no longer available. If any latent defects in material or workmanship cause result in water damage, mold, or insect or animal infestation of the New Home, Builders responsibility will be limited to repairing or replacing the portions of the dwelling which allowed water, mold, insects, or animals to enter or occupy the New Home. Builder is not responsible for correcting any damage caused by water, mold, insects or animals, which enter or occupy the home.

3. Manufacturers' Warranties. Builder assigns and passes through to Owner, to the extent they are assignable, the manufacturers' warranties on all appliances and equipment installed by Builder in the New Home. The following are examples of such appliances and equipment, though not every home includes all of these items and some homes may include appliances or equipment not in this list: refrigerator, range, space heater, washing machine, dishwasher, garbage disposal, ventilating, attic fan, and air conditioner.

4. EXCLUSIONS FROM COVERAGE. BUILDER DOES NOT ASSUME RESPONSIBILITY FOR ANY OF THE FOLLOWING, ALL OF WHICH ARE EXCLUDED FROM THE COVERAGE OF THIS LIMITED WARRANTY:

(a) Consequential or incidental damages, including but not limited to claims asserting a diminution in the value of the dwelling, or damages arising from the presence of insect or animal infestation, mold, or other biological agents in or about the dwelling.

(b) Defects in appliances and equipment that are covered by manufacturers' warranties. (We have assigned these manufacturers' warranties to you, to the extent they are assignable, and you should follow the procedures in these warranties if defects appear in these items).

(c) Damage resulting from fires, floods, storms, electrical malfunctions, accidents, acts of God; or damages from alterations, misuse or abuse of the covered items by any person; or damage resulting from the Owner's failure to observe any operating instructions furnished by the Builder at the time of installation; or damage resulting from a malfunction of telephone, gas company, power company, or water company equipment or lines.

- (d) Damage due to ordinary wear and tear, abusive use, or lack of proper maintenance of your home.
- (e) Defects that are the results of characteristics common to the materials used, such as (but not limited to) warping and deflection of wood, fading, chalking, and checking of paint due to sunlight; cracks due to drying and curing of concrete, stucco, plaster, bricks, and masonry; drying, shrinking and cracking of caulking and weather-stripping.
- (f) Defects in items installed by you or anyone else except us or, if requested by us, our subcontractors.
- (g) Work done by you or anyone else except us or, if requested by us, our subcontractors.
- (h) Drainage and / or puddles on rough graded lots. Sable Developing, Inc. as specified in the Construction Specifications has completed a bulldozer smooth rough grade to disturbed areas using top soil on site. A final grade must be completed by buyer or buyer's landscaper to prevent puddle's and drainage problems.
- (i) Conditions resulting from condensation on, or expansion or contraction of, materials.
- (j) Paint applied over newly plastered interior walls.

5. No Other Warranties. This limited warranty is the only warranty given by Builder. Implied warranties, including but not limited to warranties of merchantability, fitness for a particular purpose, habitability, and good workmanship are expressly excluded, or to the extent not excludable by law, limited to the warranty period set forth above. This limited warranty gives you specific legal rights, and you may also have other rights.

6. Claims Procedure. If a defect appears that you think is covered by this limited warranty, you must write a letter describing it to our office at the address below. You must tell us in your letter what times during the day you will be at home, so that we can schedule service calls appropriately. If delay will cause extra damage (e.g., if a pipe has burst) telephone us. Only emergency reports will be taken by phone.

7. Repairs. Upon receipt of your written report of a defect, if the defective item is covered by this warranty, we will repair or replace it at no charge to you within 60 days (longer if weather conditions, labor problems, or material shortages cause delays). The work will be done by us or subcontractors chosen by us. The choice between repair or replacement is ours.

8. Not Transferable. This limited warranty is extended to you the first purchaser of the home; it is not transferable. When you sell the home or move out, this limited warranty automatically terminates.

9. This is the Only Warranty Given by Builder. Owner acknowledges that he/she/they has/have thoroughly examined the property to be conveyed and relies solely on Owner's judgment in signing this limited warranty, and that there are no guarantees, warranties, understandings, or representations made by Builder, or any representatives of Builder, that are not set forth in this document.

Date of closing: _____,

Dated _____, 20_____

Dated _____,

Sable Developing, Inc.

Owner

By: _____

Owner

Its: _____

Builder Address: 11575 Edgerton Ave.
Rockford, MI 49341