



Swanson Construction Company, LLC

Purchaser's Warranty

Limited Warranty and Procedures General Information

In an effort to expedite warranty request as efficiently as possible,
ONLY WRITTEN (FAX or ON-LINE) WARRANTY REQUEST WILL BE ACCEPTED.
Please refer to Purchaser Warranty booklet for warranty procedures.

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Level of Expectation: Beyond building codes and local regulations, both contractors and their customers have long sought a measurable benchmark that deals with the expectations of performance in the goods and services provided by the residential construction industry. Although addressing matters of health, safety, and welfare are the mandated responsibility of local codes and regulations, a greater likelihood of matching the “other” dimension of a consumer’s expectations will come from the acceptance of objective criteria regarding performance. Upon the premise, this warranty is developed and refined to offer achievable levels of workmanship for the products delivered.

Scope Responsibilities: Typically, numerous parties are involved in a residential construction project, whether it is building a new home or remodeling an existing one. Each of these parties has specific responsibilities to fulfill. The **Contract Documents** should provide a clear statement of the agreement between the contractor and the customer. In addition to the specific provisions of any contract, the following general responsibilities should be noted:

The Contractor: For the purpose of this warranty, the contractor is the entity named in the contract that has primary responsibility for completing the project.

The Consumer: The consumer is the buyer of the product or service named in the contract; as such, the consumer is responsible for carefully reviewing the contract to ensure it accurately represents his or her expectations for the final product. Once the consumer accepts the project and moves into the home or occupies the newly renovated space, then he or she is responsible for routine maintenance and upkeep. Homes require a certain amount of care that is generally the consumer’s responsibility. Additionally, consumers should note that in some of the items contained in this warranty, the contractor is not obligated to make repairs to items that fall within the consumer’s maintenance responsibilities (air filters, light bulbs, etc).

Manufacturer or Fabricator: Manufacturers and fabricators warrant many residential construction components that may fall outside the scope of the contractor’s responsibilities, such as kitchen appliances, furnaces, air conditioners, and the like. Other less obvious items may include certain types of siding, roofing, or flooring. If there is a warranty question with one of these components, the consumer should be aware that the contractor might not be responsible for the performance of the product once it is installed. If a problem occurs, the consumer will often deal directly with the manufacturer or fabricator to have the problem evaluated and, if necessary, rectified unless otherwise specified in a contract. The contractor’s responsibilities may end once he or she provides the appropriate information on how to contact the manufacturer or fabricator, unless otherwise specified in the contract. (See warranty by division)

Explanation of Terminology in this Manual

Substantial Completion of the project: A project has met substantial completion where the areas are functional for their intended use as stated by the contract (except for items noted prior to final presentation), and clean up on the site has been completed.

Warranty period is defined as the duration of the applicable warranty provided by the contractor or any other period agreed to by the parties.

How to Incorporate This Warranty into a Warranty of Dispute Resolution Program: Mediation/Arbitration

In order for the warranty to be in place and enforceable buyers must return within two weeks a signed original of this warranty (page 12) stating that you have read, understood, and agreed to the terms and conditions of the warranty. An application for mediation/arbitration may be acquired from the local Better Business Bureau (BBB) www.middletennessee.bbb.org By signing the warranty acceptance sheet (page 12) you have agreed to mediate/arbitrate any issue as it relates to this house and contract should we as parties to the contract not be able to settle a dispute through direct discussions.

The warranty, like the contract, should clearly express the intent of the parties. The limited warranty describes the items for which the contractor will be responsible after completion of the project, and specifies the time period during which the warranty is in force.

Swanson Construction Company, LLC

Warranty Outline

Division 1: General Warranty

Swanson Construction Co, LLC here in referred to as Swanson, provides the original purchaser(s); a one year limited warranty against defects in materials and workmanship. A ten year warranty against major structural defects is available for purchase should you desire. It is the purchaser(s) responsibility to request this additional 10 year warranty as Swanson Construction provides a limited one year warranty. Homes that are purchased as rental property (investor property) will only be walked with purchaser(s).

The limited warranty begins on the date your home is transferred and conveyed to you, or the occupancy date, which ever occurs first, and continues for 365 days, unless a shorter time period is stated below. Swanson is not responsible for damage to personal property.

The limited warranty is extended to the original purchaser(s) and is not transferable and automatically terminates when the home is resold, conveyed or transferred to a third party.

Limited warranty acknowledgements: Occasionally, warranty repair items will require the replacement of material in your home such as, mortar, counter tops, floor covering, paint, vinyl or shingles that are manufactured using dye lots. Swanson CANNOT BE RESPONSIBLE for color variations between repair work and existing products.

The limited warranty (one year) is the only warranty Swanson provides. All other warranties, expressed, including but not limited to, any implied warranty or merchantability, fitness for a particular purpose, or habitability are here by disclaimed.

Under no circumstances does a repair extend the 365 days warranty period.

This warranty is valid for owner occupied property only. If this property is being purchased for purposes other than owner occupied property, the terms and conditions of this warranty are therefore restricted.

The following items with defects will be corrected by Swanson. ONLY IF NOTED AT THE TIME OF HOMEOWNER ORIENTATION. Chipped, cracked, dented, scratched, torn, gouged, stained, cut sinks, tubs, showers, bath enclosures, windows, mirrors, cabinets, countertops, fireplaces, marble, granite, brick, appliances, floor covering(s), wood moldings, screens, doors, light fixtures, medicine chests, exterior walls, stucco, and siding.

Procedures:

Any item of proposed defect may be sent to Swanson for review between 8:00am and 4:00pm Monday-Friday. The proposed defect will be reviewed by warranty staff at which time a plan of action will be forward to home owner within 10 business days. Plumbing, electrical, and HVAC emergencies should be addressed directly with vendor with a copy of emergency request sent to Swanson on the next business day. **Realtors, superintendents, and office staff are not and will not be responsible for relaying any warranty issue to the warranty staff.**

Workday: At the eleventh month review, should a workday be required, it will be coordinated with purchaser between 8:00am through 4:00pm Monday-Friday on normal business days. Pets and children must be supervised while work is being performed due to the dangers associated with construction. Tools, chemicals, debris and sharp objects may be present during repair. Swanson will not be responsible for accidents or damage that occurs during repair, due to unsupervised pets and children.

Upon completion of home orientation you will receive a copy of the items on the list that need to be addressed by Swanson. Note: construction is not a “perfect science”. Delivery of material, weather, etc. may contribute to the inability of Swanson to complete some items on the home orientation list before closing. Should this occur on your home please contact your realtor so that the orientation list can be used to show what items were not completed. This will insure that that item will be resolved as soon as is practical. (Example: Middle of winter, yard too wet to finish, seed and straw. The orientation list addressing this issue with a proposed review or completion date can be signed by both parties at closing.) After your home orientation, the final request, other than emergencies, shall be made by purchaser prior to expiration of warranty.

Division 2: Site Preparation

- A. Vegetation, including trees, will be cleared from the lot only to the extent that the home requires.
- B. Any vegetation, including trees that die due to construction will be the responsibility of the purchaser.
- C. A termite treatment will be completed on the home. A copy is in the warranty section.
- D. Soil erosion and sediment control measures have been made during the construction of your home. Your yard will be seeded and strawed “one time”. After that it is the purchaser(s) responsibility to over seed, fertilize and work yard.

Division 3: Foundation

- A. Concrete cracks: footer cracks that exceed ¼ inch will be repaired.
- B. Concrete block cracks that exceed ¼ inch will be repaired.
- C. Concrete flatwork that cracks, outside of control joints, exceeding 3/16 of an inch horizontally or 3/16 of an inch in vertical displacement will be repaired.
- D. During wet weather season or heavy rains water may collect in the crawl space it is the purchaser(s) responsibility to keep the positive drain clear of debris, and to insure that the downspout water is flowing away from the home.

Division 4: Framing and Roofing

- A. Framing: wood expands and contracts due to weather. This can cause hairline cracks in drywall, moldings, or cause doors to stick. Since weather is uncontrollable, this warranty will not cover these issues. However, abrupt horizontal and vertical shifts in interior walls that exceeds ¼ inch in 48” will be repaired (refer to Division 13-drywall). Wood flooring will creak and pop. Excessive creaking and popping, as determined by Swanson will be repaired.
- B. Roofing carries a manufacturer’s warranty.
- C. Roofing labor carries a warranty.

Division 5: Windows and Doors

- A. Windows carry a manufacturer's warranty.
- B. Screens will be installed prior to home orientation. If not installed, screens should be put on the home orientation list.
- C. Exterior doors carry a manufacturer's warranty.
- D. Garage doors carry a manufacturer's warranty.
- E. Garaged door operators carry a manufacturer's warranty.

Division 6: Decks, Siding, Gutters

- A. Deck material and labor: Slivers more than 2" in length shall be broken off and sanded to a smooth finish. Boards that split 4" all the way down through the board will be replaced one time. Fasteners that "back out" ¼ inches or more will be replaced or refastened.
- B. Screen-in-porch carries a warranty.
- C. Siding: labor and material carry a warranty.
- D. Gutters and down spouts carry a warranty
- E. Aluminum columns carry a warranty.

Division 7: Masonry

- A. Brick: at all openings i.e.: windows, doors, homeowner is responsible for inspecting caulk joints around each opening to insure seal against moisture penetration.
- B. Cracks visible from distances in excess of 20 feet or larger that are a ¼ inch in width will be repaired. Cracks less than ¼ inch do not represent a defect.
- C. Efflorescent (white chalking) is a common condition caused by moisture reacting with the soluble salts in the mortar. This is a non warranty item.
- D. Stone carries a warranty.
- E. EIFS carries a warranty.

Division 8: Fireplace

- A. Fireplace inserts: see manufacturers warranty for care and operation.

Division 9: Insulation

- A. Insulation: will be installed according to the US Model Energy Code. See certificate enclosed.

Division 10: Plumbing

- A. Plumbing: Fixtures will work according to manufacturer specifications.
- B. If special selections are made at the supply house, it is the purchaser(s) responsibility to verify and receive the warranty for their selection.
- C. Remove all hoses from outside hose bibs during freezing weather.
- D. Water heater: should homeowner require hotter water, homeowner should review manufacturer warranty for recommended adjustments.
- E. Water and waste lines will make some noise when in use. Sounds coming from plumbing pipes are not a warranty item.
- F. If a plumbing system is altered, i.e., softeners, purifiers, irrigation system, etc. the plumbing system warranty may be voided.
- G. Clogs in drains from toys, towels, rags, debris, or feminine hygiene products are the responsibility of the purchaser. The water closets in your home are manufactured to

conserve water. Purchaser may need to occasionally hold flush lever down to empty the water closet.

Division 11: HVAC

- A. HVAC filters should be checked weekly for the 1st six months of occupancy and changed accordingly (at least monthly). Frequency thereafter depends upon the lifestyle of the purchaser. At a minimum the air filters should be changed / checked monthly.
- B. Your HVAC unit has a manufacturer's warranty. Purchaser should become familiar with manufacturers warranty items.
- C. Bath vents and light vent grills should be cleaned at least annually depending upon purchaser(s) lifestyle.

Division 12: Electrical

- A. Electrical: systems are installed and inspected under a separate electrical code.
- B. All fixtures shall be UL label.
- C. Some fixtures will carry a manufacturers warranty (finishes on fixtures are a manufacture warranty item).
- D. The electrician for your home warrants his work for_____. Any switches, outlets or fixtures that do not work should be turned into the electrician directly with a copy to Swanson.
- E. Should a breaker trip, unplug device or turn off switch, reset breaker to off, then on. Plug in or turn on switch or appliance. If breaker continues to trip contact electrician and Swanson.
- F. Low voltage wiring i.e. stereo or security issues should be directed to Installation Company.
- G. Smoke detector batteries should be changed according to manufacturer's specifications.

Division 13: Drywall

- A. Drywall: blemishes, nicks, dings, and cracks in drywall that can be seen from six feet away in normal lighting conditions and are 1/16" in width will be repaired by Swanson one time. Note: Swanson is not responsible for exact color match of touch up paint.
- B. All interior caulking and painting of woodwork shall be the purchasers(s) responsibility unless the separation exceeds 1/8 inch.
- C. Nail pops and blisters that are readily visible from a distance of 6 feet away under normal lighting conditions and have separated from the fastener (filler has fallen out) or blister did not stick with mud, will be repaired by Swanson one time.

Division 14: Interior Trim

- A. Interior trim and woodwork is a natural product and tends to swell when painted. Purchaser(s) understand that natural wood has "grains" that tend to rise depending upon the density of the grain. This is normal in natural wood product and is not warranted.
- B. Dense Fiber Board will show where fasteners were used and filled. Minor dimples that can be seen from 6 feet away and under normal lighting conditions will be repaired one time.

- C. Interior doors that split or peel will be repaired or replaced.
- D. Interior doors that warp ¼ inch from corner to corner across the face of the door will be repaired or replaced.
- E. Bi-fold doors will function at home orientation and are purchaser(s) responsibility for adjustment.
- F. Hinge screws, loose door knobs, and broken door bumpers are purchaser(s) responsibility to tighten, adjust, replace or repair. Door knobs that fail to function during warranty period will be repaired or replaced one time.
- G. All hardware with a “plated” finish that fails under normal use will be repaired or replaced.
- H. Molding and casings that check (hairline split) are not warranted.

Division 15: Paint

- A. Any variations in the texture of the drywall finish (excluding butt joints) that are visible from 6 feet away, under normal lighting conditions (a wall next to a window without window dressing is not normal lighting conditions) will be repaired one time.
- B. Your paint colors will be in file under your lot number. Should you need more paint go to the paint store and switch your lot file into your name. Although paints are mixed, Swanson cannot be responsible for exact matches. Temperature, humidity, and type of applicator all play a part in the end result match of paint.

Division 16: Cabinets and Countertops

- A. Cabinets and cabinet tops carry a manufactures warranty.
- B. Cabinet door and drawer fronts that exceed ¼ inch warping by measuring corner to corner diagonally shall be repaired or replaced.
- C. Cabinet door and drawer faces should not exceed 3/16 out of line. Swanson will realign, repair, or replace if necessary.
- D. Purchaser shall use caution when “loading” cabinets with kitchenware.
- E. Cabinets that exceed ¼ inch gap at walls will be caulked or trimmed with like stained or painted material.
- F. Periodic tightening of handles, pulls and hinges is the purchaser(s) responsibility.
- G. Yellow or fading of cabinet finishes is unavoidable (especially in direct sunlight) and therefore not covered by this limited warranty.
- H. There are many types of counter tops. They should be inspected thoroughly at home orientation. Manufacturers warranty will apply concerning counter tops, limited warranty will not.

Division 17: Tile

- A. Tile, granite, and marble that loosen or crack across tile will be repaired or replaced during warranty period. Tile will be matched as closely as possible.
- B. Grout that sands, loosens, or breaks down will be repaired with same selection as original. Swanson does not guarantee an exact grout color due to dye lot.
- C. Cracks at cold joints (tile meets hardwood, tub, shower, etc) will be the responsibility of purchaser. Caulk and sanded calk can be purchased from original selection vendor to closely match original grout.

Division 18: Appliances and Fixtures

- A. Installation of these items is covered under Swanson Limited Warranty. Other issues in relation to these items should be directed to the manufacturer.

Division 19: Floor Covering

Carpet

- A. Most carpet seams show. Gaps that exceed ¼ inch will be repaired.
- B. Discoloration of carpet is covered in manufacturer's warranty.

Hardwood

- A. Swanson cannot guarantee finishes or colors if a repair is made.
- B. Hardwood that cups more than 3/16 inch in depth across a strip is excessive. Floor may need to be aggressively re-sanded and finished. Serious consideration should be given by purchaser before that is done.
- C. Hardwood will expand and contract. The larger the area, the more the movement. Cracks in excess of 1/8" will be filled one time.
- D. Hardwood will fade or yellow in direct sunlight and is not a warranty item.
- E. Hardwood floors should be inspected thoroughly at home orientation.

Vinyl

- A. Nail pops under vinyl will be repaired.
- B. Lifting or separating from walls will be repaired.
- C. Nicks, gouges, cuts or slits in vinyl after the home orientation are not warranty items.

Division 20: Shelving

- A. Ventilated shelving loads shall not exceed 50 pounds per four linear feet of shelving.
- B. Swanson will not be responsible for shelving pulling out of wall.

Division 21: Iron

- A. Iron railing shall be maintained by purchaser after home orientation.
- B. Brick lintels shall be maintained by purchaser after home orientation.

Division 22: Light Fixtures

- A. Interior and exterior light fixtures are covered by manufacturer's warranty.
- B. Tarnished chipped or scratched light fixtures should be noted during home orientation. Issues beyond home orientation should be resolved by vendor/manufacturer.

Division 23: Yard

- A. The yard will be graded as to allow water to flow away from the home.
- B. Modifications to landscaping or yard by purchaser that obstructs this flow will be the purchaser(s) responsibility.
- C. Splash blocks will be installed facing the downspout to avoid excessive erosion. Purchaser shall fill and over seed these areas until a healthy stand of grass is established, at which time splash blocks can be turned away from the home.
- D. Back filled trenches that settle more than 6" will be filled, seeded and strawed one time.

- E. Swanson will seed and straw one time. It is the purchaser(s) responsibility to over seed, fertilize and straw to insure a healthy stand of grass and control erosion.
- F. Ditches and trenches designed as a drainage system for the subdivision may hold water up to 48 hours after a single rain event. Water may stand for longer periods depending upon saturation, length and intensity of rain event.
- G. Landscaping is the responsibility of purchaser after closing.

Exclusions:

- 1. Normal wear and tear, misuse or neglect
- 2. Modifications to the home by purchaser
- 3. Acts of God (wind, ice, snow, heavy and horizontal rain, earthquake, etc).
- 4. Natural characteristics of materials
- 5. Improper use of appliances and equipment
- 6. Modification to outside grade
- 7. Losses resulting in failure to act
- 8. Consequential or Incidental damages
- 9. Expendable items (bulbs, toilet tissue, air filters, etc)
- 10. Compensation for work done prior to notification
- 11. Item covered under warranty by manufacturer
- 12. Failure to comply with manufacturer(s) warranty requirements
- 13. Elimination of all floor squeak and creeks
- 14. Scrubbed or touched walls by purchaser
- 15. Up keep as to cosmetic aspects/maintenance
- 16. Yard work maintenance
- 17. Damage or loss of personal property
- 18. Bodily or personal injury
- 19. Loss of rents, values, property, use, sales
- 20. Claims after 365 day limited warranty expires
- 21. Incidental costs due to loss
- 22. Any item covered by Homeowners Insurance Policy

Emergencies:

- Electrical: Home loses power, but neighbors have power
- Plumbing: No water and no toilets function
- HVAC: No heat in the home. (No AC if there is a health concern)

Eleventh Month Review:

Purchaser must initiate this review. This review is not mandatory but should be used should you have any issues with the home that are covered under the limited warranty.

Guide Lines

1. Review maintenance guide and warranty prior to submittal.
2. Submit warranty concern(s) **in writing** to:
 - Fax: (615)-848-2013
 - Address: Swanson Construction Co., LLC
730-A Middle Tennessee Blvd. Suite 10
Murfreesboro TN, 37129
 - Email: warranty@swansonrealtyandconstruction.com
3. Agree on time to address item(s) on list 8:00am-4:00pm. Monday- Friday.
4. **48 hour notice is required to cancel warranty appointment. Failure to cancel within 48 hrs, homeowner missing appointment, refusal to allow workers on/in the property, or in any way hindering or restricting workers, can void warranty items on the request.**
5. Sign off upon completion.

*****In an effort to expedite warranty request as efficiently as possible,*****
ONLY WRITTEN (FAX or ONLINE) WARRANTY REQUEST WILL BE ACCEPTED

Swanson Construction CO, LLC wants to thank you for the opportunity to serve you. We trust that you will be happy with your home for many years. If you know of someone who is considering buying, selling, or leasing, real estate please call.

Respectfully,

Joseph M. Swanson, Jr.

Warranty Acknowledgement and Acceptance Agreement

We, the signatories of this document have received, reviewed, understand, and accept, Swanson Construction Co. LLC's Limited Warranty. Upon acceptance via signature Homebuyer shall return this document via their agent to Swanson Construction Co. LLC. Time is of the essence as this document is a part of your contract with Swanson Construction Co. LLC and as such, Swanson Construction Co. LLC is under no obligation to start construction (presale) or close (under construction-speculative home) until this document is received by Swanson Construction Co. LLC.

- **Please be advised Initial Walk Thru Appointments can only be made Monday-Thursday between the hours of 8:00am and 3:00pm, Friday between the hours of 8:00am and 1:00pm**
- **Pre Closing Walk Thru's must be scheduled with the Appointment Desk or Swanson Realty, and must have a Swanson Construction or Realty representative present.**

Lot Number _____
Subdivision _____
Dwelling Address _____
Swanson Construction Co. LLC
730-A Middle Tennessee Blvd. Suite 10
Murfreesboro, TN 37129
Fax: (615)-848-2013

Signatories also understand that they agree to mediate/arbitrate any issue as it relates to this dwelling should either of the parties to this contract not be able to settle a dispute through direct discussions.

Buyer _____ Date ___ / ___ / ___

Buyer _____ Date ___ / ___ / ___

Date of Return ___ / ___ / ___ (Builder to Complete)

Copies to all Parties