



LIMITED WARRANTY

(Revised February 15, 2007)

This Limited Warranty is given to XXXXXXXXXXXXXXXXXXXX (hereinafter "BUYER/OWNER") from **Forest Village Condominium North LLC** (hereinafter "SELLER"), for **Unit XX**.

The Seller guarantees all workmanship and materials in accordance with the terms and conditions of the one-year Limited Warranty described herein. Pursuant to MRSA Section 1604-115(a), the Buyer agrees to reduce from six years to two years the period of limitations on actions for the breach of any obligation arising under 33 MSRA Section 1604-112 (express warranties of quality) or 33 MRSA Section 1604-113 (implied warranties of quality) arising out of this Agreement.

1. TERMS OF COVERAGE

The terms of the various coverage's of the Limited Warranty is for one (1) year, beginning on the date of the closing day joint acceptance inspection of the condominium unit. This date is referred to in this document as the "date of warranty commencement."

2. COVERAGES

For the term of this Limited Warranty, SELLER warrants that the subject home and its systems will be free from all material defects in materials and workmanship other than minor or cosmetic defects and will be in compliance with all applicable building, sanitary, and electrical codes. Specific coverages and standards are outlined in Section 5 below. BUYER/OWNER must, within thirty (30) days of possession, notify the SELLER of the defects in workmanship which should be visible or apparent to BUYER/OWNER. Following this thirty-day period, any reported defects shall be presumed to have been in satisfactory condition on the date of warranty commencement.

3. MANUFACTURERS' WARRANTIES

The SELLER hereby assigns to BUYER/OWNER all manufacturers' warranties on all appliances and equipment, which were originally granted to the SELLER. A part of the assignment of these manufacturers' warranties may include a specific procedure which must be followed to make the warranty effective. The procedure may require notification or registration by BUYER/OWNER to the manufacturer, or the requirement that BUYER/OWNER mail a warranty card to the manufacturer. At the acceptance inspection the SELLER will provide the BUYER/OWNER with applicable warranty documents.

The BUYER/OWNER' failure to register or mail a warranty card, if any, according to any manufacturers' requirement shall not create any liability on the SELLER for express or implied warranties on equipment or appliances. The forwarding of such warranty material to manufacturers is the BUYER/OWNER' sole responsibility.

4. DEFINITIONS

Appliances, Fixtures and Equipment: The term "Appliances, Fixtures and Equipment" (including their fittings, attachments, controls and appurtenances) shall include but not be limited to: Furnaces, boilers, fuel tanks and fittings, air handling equipment, ventilating fans, water heaters, pumps, stoves, refrigerators, garbage disposals, dishwashers, washers and dryers, bathtubs, sinks, toilets, faucets and fittings, lighting fixtures and circuit breakers.

Minor and Cosmetic Defects: Despite adherence to high quality workmanship standards and the use of quality materials, all new dwellings will go through a period of settlement and shrinkage causing hairline cracks and minor squeaking, some wood shrinkage and warping and other similar minor defects, all of which are unavoidable and are not covered by this Limited Warranty.

Systems: The term "systems" (exclusive of appliances, fixtures and equipment, as specified above) means the following:

1. Plumbing System: Water and gas supply lines and fittings and water supply, waste and vent pipes and their fittings, water gas and sewer service piping, and their extensions to the tie-in of a public utility connection.

2. Electrical System: All wiring, service entry disconnect/load center, electrical boxes, and connections up to the public utility connection.

3. Heating, Cooling and Mechanical Systems: All ductwork, steam, water and refrigerant lines, registers, convectors, radiation elements and dampers.

4. Communications: All wiring and connectors associated with data and information transfer.

5. COVERAGES

a. **STRUCTURES:** For a period of one year after date of warranty commencement, the floors, ceilings, walls and other internal structural components of the dwelling, which are not covered by other parts of this LIMITED WARRANTY, will be free of substantial defects in workmanship and materials.

We warrant that the doors and windows installed in your home are of quality; however, it must be understood that wood swells and shrinks in accordance with moisture and humidity. Typically, there may be an abnormal amount of moisture in a new home, and because of the nature of wood and drywall, you may experience some sticking, binding and/or squeaking. To make every door and window in your home completely free from any sticking and binding at the outset would only result in their being loose and ill-fitting in the future. Similarly, and for the same reasons, hairline cracks may develop at corners around doors and windows in all surfaces. Unfortunately, it is impossible to insure that such cracks will not occur due to the nature of the materials and the effects of the weather upon them. Therefore, hairline cracks, minor squeaking and seams are not covered by this warranty as they do not represent a structural failure. The structural and load bearing components of the premises are warranted for one (1) year against defects in material and workmanship and against substantial shifting or settling and damages to the dwelling resulting therefrom. It is understood that minor cracking in concrete walls and floors (i.e. one eighth (1/8) inch or less) is generally considered normal, and not covered by this warranty.

b. **BASEMENT/CRAWL SPACE:** For a period of one (1) year after date of warranty commencement, the basement will be free of water caused by seepage occurring during periods of rain. However, it is impossible to assure you that condensation will not occur as this is the nature of new concrete; and, therefore, we expressly do not guaranty against dampness by reason of condensation. Moreover, it is the Condominium Association's responsibility to correct any minor settlement near the foundation that may cause water pockets.

Not covered by this warranty is seepage due to unusual flooding or rains greater than two (2) inches in twenty-four (24) hours. It is not possible to prevent concrete from minor cracking because of the nature of the material. All major cracks and cracks which allow water to enter the foundation, are covered for one (1) year. It is understood that we will take all possible measures to prevent water problems in the basement but in the event we cannot correct the problem, a sump pump may have to be installed. The BUYER/OWNER shall pay for the sump pump, and we will be responsible for its installation.

c. **PLUMBING AND SEWER SYSTEMS:** For a period of one (1) year after date of warranty commencement, the plumbing and sewage system will be free of substantial

defects in workmanship or materials. If, in the course of correcting a stoppage, any foreign objects are found in the system, the BUYER/OWNER will pay the entire cost of correction. Dripping faucets or loose fixtures occurring within one hundred eighty (180) days after the date of warranty commencement, will be repaired by the SELLER. It is the BUYER/OWNER' responsibility to insure that exterior faucets are drained and shut off before the advent of winter. Frozen exterior faucets are not the responsibility of the SELLER.

d. ROOF: For a period of one (1) year after date of warranty commencement, the roof will be free from leaks caused by defects in workmanship or materials. Expressly not covered are leaks resulting from "ice back-up." It is the responsibility of the Condominium Association to insure free passage in gutters and downspouts at all times. Damage, if any, caused by windblown rain or snow through roof, gable or soffit vents and louvers into attic space is excluded from the provision of this warranty.

e. HEATING SYSTEM: The heating system is warranted to heat the home to a temperature of seventy-two (72) degrees at the thermostat when the outside temperature is zero (0). This warranty is for a period of one (1) year from the date of warranty commencement. SELLER, will make heating adjustments for up to one hundred eighty (180) days after date of warranty commencement except in instances where the thermostat fails to reach seventy-two (72) degrees with an outside temperature of zero (0) degrees. The BUYER/OWNER should clean and change filters monthly during the heating season. Furnace pilots, if any, should be left on during the summer to insure a dry furnace basement.

f. AIR CONDITIONING SYSYEM: The Unico air conditioning system used in your home is a high performance system that uses mini-ducts and high velocity air to facilitate the improved mixing of air resulting in superior comfort. In addition to lowering air temperatures, the system extracts moisture resulting in lower humidity. Your system was designed to lower the inside temperature from 92 degrees to 72 degrees with air at 22% relative humidity. This performance exceeds the ASHRAE standard for Maine.

g. GRANITE COUNTER TOPS: Granite is a natural material and has variations in grain structure, color and tone from slab to slab. During its formation process, due to the nonhomogeneous composition and differential rates of cooling, the material contains randomly distributed micro cracks, fissures and voids. When used to make polished surfaces such as countertops, these inherent characteristics can sometimes be noticed and felt on the surfaces under careful examination; this is normal. Furthermore, since granite is a brittle and friable material, when cut (with proper diamond saws) some micro chipping may result on the cut surface. This will result in a non razor-like joint. There is no guarantee on granite since it is a natural product. The SELLER will only guarantee the work done on the granite.

If a smooth, uniform in color, non-jointed surface countertop is desired, the BUYER/OWNER should consider a man made material such as “Corian”.

h. PAINTING: The painting and/or staining of the dwelling is warranted for a period of one (1) year from date of warranty commencement against chipping, peeling or blistering, or excessive fading and chalking. It is understood that sunlight, weather conditions, cooking, smoking, etc., will slightly alter the color of the paint, and the SELLER cannot be responsible for minor variations in shading or coloring that may occur during painting and/or touch up work under the warranty provision of this agreement.

i. WOOD FLOORING: Flooring is warranted against buckling for a period of one (1) year from the date of warranty commencement. Shrinkage and separation of floorboards is normal and is, therefore, not covered under the provisions of the warranty. Should you experience some shrinkage and separation of the floorboards, this condition can be retarded by raising the relative humidity within the dwelling.

j. FIREPLACE: All fireplaces and chimneys are built according to state and local building codes, and are warranted for one (1) year after date of warranty commencement.

k. OTHER: For a period of one (1) year after the date of warranty commencement, the doors (including hardware), windows, electrical switches, receptacles, plumbing fixtures and cabinet work will be free of defects in workmanship or materials.

l. LANDSCAPING: All shrubs, trees and grass supplied by the SELLER are warranted for one year from the date of their planting provided that the condominium association properly maintains the landscaping. Grassed areas are normally hydro seeded however in certain areas such as entrances and front areas of the units the SELLER may elect to use sod. This will result initially in a noticeable difference in appearance, color, texture, etc. of the grassed areas. It will take in the order of two to three years before the area variations are no longer discernable, this is normal.

6. EXCLUSIONS FROM COVERAGE

The SELLER specifically does not assume responsibility for any of the following items, each of which is specifically excluded from this Limited Warranty:

- a. Defects in appliances, fixtures, or pieces of equipment that are covered by a manufacturer's warranty. The BUYER/OWNER must follow the manufacturer's warranty claim procedure if a defect appears.
- b. Damage due to ordinary wear and tear, abusive use, misuse, or lack of proper maintenance of the dwelling or its component parts or systems.

- c. Defects which are the result of characteristics common to materials used, such as, but not limited to, warping or deflection of wood; fading, chalking and checking of paint due to sunlight; cracks in concrete, drywall, brick or masonry; and drying, shrinking and cracking of caulking and weather-stripping.
- d. Defects in items installed or altered by the Purchasers or anyone other than by SELLER or at SELLER'S order.
- e. Loss or injury due to the elements or major storm event.
- f. Conditions resulting from condensation on, or expansion or contraction of materials.
- g. Consequential or incidental damages.

7. NO OTHER WARRANTY

This Limited Warranty is the only express warranty granted by the SELLER except for warranty rights granted under Maine statutes.

8. CLAIMS PROCEDURE AND REPAIRS

If a defect appears that the BUYER/OWNER thinks is covered by this Limited Warranty, the BUYER/OWNER must notify the SELLER promptly in writing. In the case of emergency situations where time is critical the SELLER may be telephoned.

However, only emergency reports will be taken by phone.

Repairs: Upon receipt of a written report of a defect, if the defect is covered by the limited warranty, the SELLER will repair or replace the defect within 45 days. The work must be done by the SELLER, or Seller's agent. The choice between repair or replacement is reserved to SELLER.

9. DISPUTE SETTLEMENT

Any controversy or claim arising out of or relating to this Limited Warranty, or breach thereof, shall be settled by the means specified in the BUYER/OWNER'S Purchase and Sale Agreement.

SELLER

Forest Village Condominium North LLC
Evergreen Partners Development Corporation

by:
Duly Authorized Officer

We hereby acknowledge that we have read this LIMITED WARRANTY and agree to the terms as specified therein.

BUYER/OWNER

_____ Dated: _____, 2007

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