

# CONSTRUCTION HOME WARRANTY

## **INTRODUCTION**

Elite Building Group (EBG), the exclusive builder contracted by Ogden South River Townhomes, LLC offers a warranty on your home in The Meadows at Riverbend Subdivision. Ogden South River Townhomes, LLC and SouthRiver, LLC make no representation, warranty, or guarantee regarding the construction or products used in The Meadows at Riverbend development, as they are NOT the contractor.

EBG takes great pride in the quality and workmanship that goes into each home. We're confident that you and your family will enjoy your new home for years to come. EBG's prompt service in resolving any warranted items within the one (1) year warranty period provided herein will reflect our dedication to both your home and to you, as a new Meadow at Riverbend Homeowner.

This Limited Warranty spells out the specific details of coverage and explains how to make a claim should it become necessary. We encourage you to review this Limited Warranty and to contact us in the event that you have any questions.

~ Congratulations, and we hope that you enjoy your new home! ~

## **WARRANTY COVERAGE**

Elite Building Group warrants Your Home for a period of one (1) year beginning on the date of close of escrow and expiring on the one (1) year anniversary of the close of escrow (i.e. the "Warranty Period"), against any "defects" in workmanship and materials relating to all structural, mechanical (excluding heating and cooling), plumbing and electrical systems.

For purposes of this Limited Warranty, "defects" include any condition of the warranted items which do not meet industry standards at the time your home is constructed within Weber County and Ogden City, Utah or are in violation of building codes binding upon residential construction in such county. Actions taken by EBG to cure warranted defects, if any, will not extend the Warranty Period specified in this Limited Warranty.

## **WARRANTY COVERAGE BEFORE OCCUPANCY – FINAL WALK-THROUGH**

In addition to the Limited Warranty coverage described above, EBG will remedy the following deficiencies if they are readily visible, if they do not meet industry standards at the time your home is constructed within the said Weber County in which your home is located, are in violation of building codes binding upon residential construction in such County, or do not meet normal production tolerances provided, however, that any such deficiencies must be noted and reported during the Final Walk-through Inspection, as follows:

- Defects or smudges on painted surfaces or on countertops. (Industry standard is to stand ten feet away from the wall. If the smudge or blemish can be seen, then the paint shall be fixed. If not, then it is deemed acceptable.)
- Chipped tile or porcelain.
- Visible defects in cabinet surfaces or finishes.
- Chipped or otherwise defective surfaces of appliances or plumbing fixtures.
- Torn or defective screen to windows or doors.
- Defects in carpet or other floor covering.
- Broken windows or mirrors. (Some windows may have minor scratches which are not covered under the scope of this warranty. Industry standard as to whether a window will be replaced is to stand ten feet away from a window, looking through the viewing area. If the scratch can be seen from that distance, then it is unacceptable and will be replaced. If it cannot be seen from that distance, it is deemed acceptable per industry standards.)

## **CONSUMER PRODUCTS**

Any appliance, item or equipment, or other item in Your Home which is a "consumer product" for the purposes of the Magnuson-Moss Warranty Act (15 U.S.C. 2301 through 2312), including but not limited to the dishwasher, garbage disposal, or heating and cooling system is hereby excluded from the coverage of this Limited Warranty.

EBG assigns to you the manufacturer's warranties on all appliances, equipment, and "consumer products" installed in your home. EBG has delivered a copy of each of these warranties to you, and by accepting your home and this Limited Warranty, You hereby acknowledge receipt of same. You must follow the procedures set forth in the applicable manufacturer's warranty if a defect appears in any appliance, item of equipment, or other consumer product.

## **EXCLUSIONS FROM COVERAGE**

In addition to consumer products referred to above, the responsibility of EBG, Ogden South River Townhomes, LLC, or SouthRiver, LLC under this Limited Warranty shall NOT apply or extend to, and said entities assumes no responsibility for, loss or damage as follows:

- Any defects in appliances, fixtures, or other items of equipment that are covered by a manufacturer's warranty. Warranties on such appliances, fixtures or items of equipment are limited to the applicable manufacturer's warranty, which warranty, if any, is passed on to You at closing.
- Defects in designs, installation or materials supplied or installed by you or anyone other than EBG or its employees, agents or subcontractors.
- Normal wear and tear or normal deterioration.



- Shrinkage or movement cracks in woodwork, doors, tile floors and hardwood floors. EBG will not repair cracks in wood or the minor separation or opening of wooden joints such as those in paneled doors, mitered casings or solid paneling that are caused by the normal shrinkage of wood. In addition, EBG is not responsible for cracking, checking, twisting or turning of wood beams unless such a condition prevents the beam from meeting industry structural standards. You recognize that wood by its very nature will expand and contract.
- Normal settling of your home within industry standard tolerances, and shrinking or shifting of land untouched by EBG or due to causes beyond EBG's direct reasonable control.
- Dampness and condensation caused by the failure to provide sufficient ventilation after occupancy by parties other than EBG or parties not under the control of EBG.
- Any defects to the extent caused or made worse by your failure to perform general maintenance or to properly care for your home in good condition and repair, including without limitation, maintenance of proper temperature levels.
- Any defects to the extent caused or made worse by your failure to take timely action to minimize any loss or damage and/or failure of Purchaser to give notice to EBG of the defect within a reasonable time after discovery by you.
- Any defects to the extent caused or made worse by negligence, improper maintenance, abuse or improper operation by anyone other than EBG or parties under the control of EBG.
- Introduction of excessive water into the soils surrounding your home, or changes in the grading of the ground around your home by parties other than EBG or its employees, agents or subcontractors, or by erosion.
- Landscaping installed by anyone other than EBG or parties not under the control of EBG, or landscape damage caused by or due to weather, inadequate watering or cultivation or other causes beyond EBG's direct reasonable control.
- Damage from accidents, natural disasters, insects, pets, other casualty losses, or acts of God, including, but not limited to: fire, explosions, smoke, water escape, unforeseen changes in the water table, wind, hail, lightning, falling trees, aircraft and vehicles, flood and earthquake, except when the loss or damage is caused by EBG's failure to comply with industry standards of construction or the applicable building code.
- Any defect that does not result in actual loss or damage.
- Damage to the roof caused by you or by winds in excess of normal for the area, or by blown objects.
- Yellowing or other discoloration of materials caused by sunlight, lack of sunlight, cleaning products or other causes beyond EBG's direct reasonable control.
- Normal fading, chalking or checking of paint. If EBG applies touch up paint, the perfect match of colors is not guaranteed.
- Pitting, scaling, spalling or disintegration of concrete or other materials, or color differentials in concrete surfaces caused by weather, salt, chemicals of any kind, mechanical implements, insects, vandalism or other factors beyond EBG's direct reasonable control.
- Discontinuation of materials selected by you, such as carpet, tile, cabinets, and counter tops. By way of example, if a tile cracks and is unavailable or discontinued by the manufacturer, EBG's responsibility will be limited to installing tile that is available as a close match, in the responsible judgment of EBG, but under no circumstances will EBG be responsible to replace the entire floor. At the time of floor covering and other material selections, Buyer is encouraged to become familiar with availability of selected materials and to purchase additional floor coverings and/or other materials in the event replacement becomes necessary.
- Concrete flat work and the foundation to the extent that (i) cracks in basement floors are less than 3/16" in width or in vertical displacement (ii) cracks in foundation walls are less than 1/8" in width (iii) cracks in garage slabs are less than 1/4" in width or 1/4" in vertical displacement (iv) concrete floors designed for finished living space have pits, depressions or areas of unevenness less than 3/8" within any 32-inch measurement; (v) cracks occur in slab on grade floors with a finished floor covering unless a rupture has occurred through the finished floor; (vi) settlement of concrete steps or garage floors is less than 3/4". During the concrete curing stages, cracks in concrete (referred to as shrinkage cracks) will develop naturally due to the amount of water used and the existing weather conditions at the time of installation; these shrinkage cracks are normal and are to be expected.
- Drywall flaws only visible under particular lighting conditions

## **REMEDIES**

- If, following the inspection of your home, EBG determines that a valid warranty claim exists; EBG shall repair or replace the defective item and reasonable damage to those affected portions of your home, or at its sole discretion, pay you the reasonable estimated costs of such repair or replacement. EBG shall not be responsible if a repaired area of pre-finished material does not match in color and/or texture or patterns in floor covering, wall coverings, or if other finished surfaces have been discontinued. EBG or subcontractors chosen by EBG shall perform all work. EBG will not honor invoices, bills, or receipts for labor performed or materials purchased by or at the discretion of you, without the prior written consent of EBG.
- Upon completion of repair or replacement of a warranted defect, you must sign and deliver to EBG a full and unconditional release of all legal obligations with respect to the defect and any conditions arising from the situation. The repaired or replaced warranted item will continue to be warranted by this Limited Warranty for the remainder of the Warranty Period.
- If EBG repairs, replaces or pays you the reasonable estimated cost to repair or replace a warranted item, EBG shall be subrogated to all your rights of recovery against any person or entity. You must execute and deliver any and all instruments and papers and take any and all other actions necessary to secure such rights, including but not limited to, assignment of proceeds of any insurance or other warranties to EBG.
- EBG will schedule with you for repairs at a mutually agreed time during normal business hours.

## **EBG'S LIABILITY UNDER THIS LIMITED WARRANTY SHALL IN NO EVENT:**

- Exceed the purchase price paid by you for your home.
- Extend to consequential damages such as compensation for missed work, bodily injury, damage to personal property or damage to real property which is not part of your home.
- Costs incurred by you for unauthorized repairs to warranted items are not reimbursable.



Please note that due to settling, Your Home may experience cracking or buckling in your sheetrock. This limited Warranty provides that EBG will come once during the Warranty Period to repair and spot paint the cracking in Your Home. Due to paint mixes, temperature, and humidity variations, EBG cannot guarantee perfect paint matches. We suggest that you wait until you have been in Your Home approximately eleven (11) months prior to notifying EBG of such repairs.

**MISCELLANEOUS**

- Notwithstanding any language to the contrary set out in this Limited Warranty, nothing in this Limited Warranty shall be construed to limit or disclaim any warranty, whether statutory or implied at common law, which under state law cannot be lawfully limited or disclaimed.
- This Limited Warranty shall be interpreted and enforced in accordance with the laws of the State of Utah.
- This Limited warranty cannot be modified, altered or amended in any way except by a formal written instrument signed by you and EBG.
- If any provision of this Limited Warranty is determined by a court of competent jurisdiction to be unenforceable, that determination will not affect the validity of the remaining provisions.
- The warranties provided in this Limited Warranty are personal to you and may not be transferred or assigned by you to subsequent owners of your home.
- If actions by EBG on any obligations under this Limited Warranty are delayed by an event beyond its control, such performance will be excused until the delaying effects of the event are remedied. Such events include, but are not limited to, acts of God, acts of the common enemy, war, riot, civil commotion or sovereign conduct, or acts or omissions by you or any other person not a party of this Limited Warranty.
- TO THE EXTENT PROVIDED BY LAW, EBG, OGDEN SOUTH RIVER TOWNHOMES, LLC AND SOUTHRIVER, LLC MAKES NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY NATURE, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THOSE OF WORKMANLIKE CONSTRUCTION, FITNESS, MERCHANTABILITY, HABITABILITY, DESIGN, CONDITION, QUALITY, OR OTHERWISE AS TO THE PROPERTY AND THE RESIDENCE AND OTHER IMPROVEMENTS CONSTRUCTED THEREON AND EBG, OGDEN SOUTH RIVER TOWNHOMES, LLC AND SOUTHRIVER, LLC HEREBY EXPRESSLY DISCLAIMS ANY SUCH REPRESENTATIONS OR WARRANTIES.

You signature(s) constitute acknowledgement and acceptance of such disclaimer(s) and agreement to waive any and all rights you may have under such representations and warranties to the extent permitted by law. Except for the warranties provided in this Limited Warranty, you assume the risk of any and all damages hereafter occurring in or appearing on the Property or your home and other improvements constructed thereon regardless of the cause thereof. Your acceptance of the foregoing disclaimer is partially in consideration of the amount of the purchase price of your home, which is lower than it would be if EBG was to be held responsible for any such disclaimed warranties or representations by virtue of said express or implied representations or warranties.

Buyer Signature(s): \_\_\_\_\_ Date: \_\_\_\_\_

**BUILDER HOME WARRANTY POINT OF CONTACT:**

Tom Newman, TMAR Construction Site Supervisor, [tom@buildwiththebg.com](mailto:tom@buildwiththebg.com) or for URGENT matters only please, you may call his cell at (801) 699-7787.

For all other matters please contact: Elite Building Group directly. Mailing Address: 2462 Silverpoint Way Bluffdale, UT 84065 & Office Phone: (801) 293-9300.

~ THANK YOU, we look forward to a wonderful working relationship with you! ~

We hope you've had a great experience building with EBG. If so, please keep us in mind for future projects. Did you know that Elite Building Group is a diversified builder doing millions of dollars of both custom homes and commercial projects each year? If we can be of assistance in any other endeavors for you, your friends, family and business contacts please let us know - we love our clients & are humbled and so appreciative of your referrals. Thanks again!

