

## **LIMITED WARRANTY**

6 Year Warranty for New Homes

THIS LIMITED WARRANTY IS PROVIDED IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES. TO THE EXTENT PERMITTED BY LAW, THE BUILDER DISCLAIMS AND THE PURCHASER OF THIS HOME WAIVES ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

## I. THE LIMITED WARRANTY

### A. INTRODUCTION

This **Limited Warranty** on your **Home** contains information on what is covered, what is not covered, the process for filing a claim and other items. Some of the important terms contained in this **Limited Warranty** are defined in Section VI. Defined terms are in bold type. This **Limited Warranty** should be read together with the **Performance Standards**.

This **Limited Warranty** does NOT transfer to a new **Homeowner** if you sell your **Home** during the six (6) year term of the **Limited Warranty**.

### B. WHAT YOUR LIMITED WARRANTY COVERS

Beginning on the **Effective Date of Warranty**, the **Builder** warrants that your **Home** will be free from **Construction Defects**, as follows:

1. *During Year One:* For a period of one (1) year, **Fit and Finish Warranted Items** will function and operate as described in the **Performance Standards** of Year One, described in Section VI.

2. *During Year One through Six:* For all items other than the **Fit and Finish Warranted Items**, during the **Warranty Period**, the **Builder** will utilize the factors contained in Section I(C)(3) in determining whether a **Construction Defect** exists.

Coverage under this **Limited Warranty** is expressly limited to **Construction Defects** which occur during the **Warranty Period** and which are reported by you in accordance with the notification requirements of Section III(A). The **Builder's** obligations under this **Limited Warranty** apply to workmanship actually performed and materials actually installed in the **Home** or **Common Elements**. Any failure by **Builder** to complete construction of the **Home** or **Common Elements**, where such failure is apparent and obvious, is not covered by this **Limited Warranty** and is not a **Construction Defect**.

### C. RESPONSIBILITIES, LIMITATIONS AND CONDITIONS

1. **Owner Obligations.** You are responsible for regular maintenance of your **Home** and surrounding areas, including **Common Elements**. All homes and common elements require periodic, preventative maintenance to prevent premature deterioration, and water intrusion, and to ensure adequate performance of the **Systems**. The **Builder** is not responsible for damage that results from your failure to maintain the **Home** or **Common Elements**.

2. **Builder Obligations.** Upon the **Builder's** receipt of written notice from you alleging a **Construction Defect** during the **Warranty Period**, the **Builder**, or parties acting on the **Builder's** behalf, will, where the **Builder** deems it necessary, inspect, investigate and/or test (including destructive testing) the condition alleged to be a **Construction Defect**. You agree to provide the **Builder** or its designated agents reasonable access to your **Home**, on a mutually agreed schedule, in order to conduct the investigations. If the **Builder** determines that a **Construction Defect** exists, the **Builder**, or its designated agents, will: (1) repair or replace the **Construction Defect**; (2) pay to you the actual amount it would cost the **Builder** to repair or replace the **Construction Defect**; or (3) pay to you an amount equal to the diminution in fair market value caused by the uncorrected **Construction Defect**. Subject to the limitations described in Section I(C)(4), if the **Home** is rendered temporarily uninhabitable by a **Construction Defect** or by work necessary to repair a **Construction Defect**, the **Builder** will pay the reasonable cost for your alternate shelter until the **Home** is restored to a habitable condition. Additionally, in connection with the **Builder's** correction of a **Construction Defect**, but subject to the limitations of Section I(C)(4), the **Builder** shall repair, replace or pay the reasonable cost for:

- Those surfaces, finishes and coverings that are part of the **Home** and that are damaged directly by a **Construction Defect** or that are damaged in the course of **Builder's** repair of a **Construction Defect**.
- Home furnishings, carpet or personal property damaged directly by the **Construction Defect**.

The decision to repair, replace or to make payment in lieu of repair or replacement is at the **Builder's** sole discretion. These remedies are **Builder's** only obligations under this **Limited Warranty**.

3. **Standards by Which the Existence of a Construction Defect Will be Determined:**

**Builder** will consider the following factors in determining whether a condition constitutes a **Construction Defect**. If the **Owner** and **Builder** disagree as to the existence of a **Construction Defect** and the dispute is submitted to arbitration, the parties agree that these same factors will be considered by the arbitrator:

a. The **Performance Standards** and other tolerances or guidelines contained in documents provided to you by **Builder** at or prior to closing on the **Home** or, in the case of a **Homeowners Association**, prior to transfer of title or control to all the **Common Elements**. If no specific standard, tolerance or guideline is contained in documents, generally accepted local building practices and standards shall apply.

- b. Consideration as to whether the condition:
- materially affects the structural integrity of the **Home** or **Common Elements**; or

- has an obvious and material negative impact on the appearance of the **Home** or **Common Elements**; or
- jeopardizes the life or safety of the occupants of the **Home** or the users of the **Common Elements**.

c. Consideration as to whether the condition is the result of normal wear and tear. Conditions that are normal wear and tear, or that are caused by normal wear and tear are not **Construction Defects**;

d. Consideration as to whether the condition was caused by, or in any way resulted from, the failure of the **Owner** or the **Homeowners Association** to perform normal or routine maintenance. Any condition that is determined to be an **Owner** or **Homeowners Association** maintenance issue, or any condition that results from improper or inadequate **Owner** or **Homeowners Association** maintenance, is not a **Construction Defect**.

e. Consideration as to whether the condition was caused by **Builder** or someone acting on **Builder's** behalf. Damage caused by persons or entities other than **Builder** or someone acting on **Builder's** behalf is not a **Construction Defect**. For example, a large, visible scratch on marble tile in the entry foyer that was not noted in the pre-closing walk through inspection, but was reported after furniture was moved in the **Home**, will not be considered a **Construction Defect**.

f. Recognition that any condition resulting directly or indirectly from or worsened by changes, additions, alterations or other actions or omissions by persons or entities other than **Builder** or someone acting on **Builder's** behalf, will not be considered a **Construction Defect** (this includes, for example, changes to the topography, drainage or grade of the property);

g. Any **Exclusions** contained in this **Limited Warranty**.

#### 4. **Coverage Limitations**

Surfaces, finishes and coverings in the **Home** which require repair due to damage caused by a **Construction Defect**, or such damage caused in the course of **Builder's** repair of a **Construction Defect**, shall be repaired and restored to approximately the same condition as existed prior to the **Construction Defect**, but not necessarily to a like new condition. When repairing or replacing surfaces, finishes and coverings, the repair or replacement will attempt to achieve as close a match with the original surrounding areas as is reasonably possible, but an exact match cannot be guaranteed due to such factors as fading, aging and unavailability of the same materials.

Home furnishings, carpet or personal property damaged by a **Construction Defect** shall be repaired or replaced at market value of the item at the time of damage. "Market value" shall mean the amount it would cost to repair or replace the damaged item with

material of like kind and quality, less allowance for physical deterioration and depreciation, including obsolescence.

Alternate shelter during such time as the **Home** is uninhabitable due to a **Construction Defect** or uninhabitable during work to repair a **Construction Defect**, shall be limited to those shelter costs expressly pre-approved by **Builder**, consistent with **Builder's** approved rates.

## II. EXCLUSIONS.

A. This **Limited Warranty** does not cover:

1. Any loss or damage resulting, either directly or indirectly, from the following causes, or occurring in the following situations:
  - a. Fire (unless caused by a **Construction Defect**);
  - b. Lightning;
  - c. Explosion (unless caused by a **Construction Defect**);
  - d. Riot and Civil Commotion;
  - e. Smoke (unless resulting from a **Construction Defect**);
  - f. Hail;
  - g. Aircraft;
  - h. Falling Objects;
  - i. Vehicles;
  - j. Floods;
  - k. Earthquakes;
  - l. Landslide or mudslide origination on property other than the site of the **Home** or the **Common Elements** or other property developed by **Builder**;
  - m. Mine subsidence or sinkholes;
  - n. Changes in the underground water table not reasonably foreseeable by **Builder**;
  - o. Volcanic eruption; explosion or effusion;
  - p. Wind, including:
    - (i) Gale force winds;
    - (ii) Hurricanes;
    - (iii) Tropical storms;
    - (iv) Tornadoes;
    - (v) Rain or water intrusion or moisture with the **Home** resulting from any wind forces described in p(i) – (iv) above.
  - q. Insects, animals or vermin;
  - r. Changes to the grading of the ground, or the installation or alteration of improvements such as drain or gutter outlets by anyone other than the **Builder** or **Builder's** agents or subcontractors which results in surface drainage toward the **Home** or other improper drainage that permits water to pond or become trapped in localized areas or against the foundation;

- s. Changes, additions, or alterations made to the **Home** or the **Common Elements** by anyone after the **Warranty Period** begins, except those made or authorized by **Builder**;
  - t. Any defect in material or workmanship supplied by anyone other than **Builder** or **Builder's** agents or subcontractors;
  - u. Improper maintenance, negligence or improper use of the **Home** or **Common Elements** by you that results in rot, dry rot, moisture, rust, mildew or any other damage;
  - v. Dampness or condensation due to your failure to maintain adequate ventilation;
  - w. Damage resulting from the weight or performance of any type of waterbed or other furnishings which exceeds the load-bearing design of the **Home** or **Common Elements**;
  - x. Normal wear and tear or normal deterioration of materials;
  - y. Economic damages due to the **Home's** or the **Common Elements'** failure to meet expectations of the **Owner** or **Homeowners Association**.
2. Any loss or damage resulting from the actual, alleged or threatened discharge, dispersal, release or escape of **Pollutants** at your **Home**. **Builder** will not cover costs or expenses arising from the uninhabitability of the **Home** or the **Common Elements** or health risk due to the proximity of **Pollutants**. **Builder** will not cover costs or expenses resulting from the direction of any governmental entity to test, clean up, remove, treat, contain or monitor **Pollutants**;
3. Any loss or damage resulting from the effects of electromagnetic fields (EMFs) or radiation;
4. Any damage to personal property that does not result from a **Construction Defect**;
5. Any **Consequential** or **Incidental Damages**;
6. Any **Consumer Products**;
7. Any **Construction Defect** as to which you have not taken timely and responsible steps to protect and minimize damage after **Builder** or **Builder's** representatives have provided you with authorization to prevent further damage;
8. Any damage to the extent it is incurred after or as a result of your failure to notify **Builder** in the manner and time required under this **Limited Warranty**;
9. Any costs or obligations paid or incurred by you in violation of Section III(C);
10. Any non-conformity with local building codes, regulations or requirements where the condition does not meet the definition of a **Construction Defect**.

While **Builder** acknowledges its responsibility to build in accordance with applicable building codes, this **Limited Warranty** does not cover building code violations in the absence of a **Construction Defect**;

11. Any deviation from plans and specifications where the condition does not meet the definition of a **Construction Defect**.

B. This **Limited Warranty** does not cover any **Construction Defect** which would not have occurred in the absence of one or more of the excluded events or conditions listed in the Exclusions above, regardless of:

1. The cause of the excluded event or condition;
2. Other causes of the loss or damage; or
3. Whether other causes acted concurrently or in any sequence with the excluded event or condition to produce the loss or damage.

### III. PROCEDURE TO REQUEST BUILDER TO PERFORM UNDER THIS LIMITED WARRANTY

If you become aware of a condition that you believe is a **Construction Defect** under this **Limited Warranty**, you have the following responsibilities:

#### A. Notification

You must notify **Builder**, in writing, as soon as reasonably possible after you become aware of a condition that you believe may constitute a **Construction Defect**, but in no event may your written notice of a **Construction Defect** or your written request for warranty performance be received by us later than thirty (30) days after this **Limited Warranty** has expired. This extended period for providing notice of a **Construction Defect** shall not operate to extend the **Warranty Period**.

If the written notice is received by us more than thirty (30) days after the expiration of this **Limited Warranty**, **Builder** shall have no obligation to remedy the **Construction Defect**. Because of the importance of the written notice requirement, **Builder** recommends that notice always be sent by Certified Mail, return receipt requested.

#### B. Cooperate with Builder

You must provide **Builder** and any third parties acting on behalf of **Builder** reasonable help in inspecting, investigating, testing (including destructive testing), monitoring, repairing, replacing or otherwise correcting an alleged **Construction Defect**. Help includes, but is not limited to, granting reasonable access to the **Home** or **Common Elements** for the foregoing purposes. If you fail to cooperate with **Builder** or fail to

provide **Builder** reasonable access to the **Home** or **Common Elements**, **Builder** will have no further obligation under this **Limited Warranty**.

### **C. Do Not Make Voluntary Payments**

You agree not to make any voluntary payments or assume any obligations or incur any expenses for the remedy of a condition you believe to be a **Construction Defect** without prior notice to or approval by **Builder**, or **Builder's** agents or authorized representatives. **Builder** will not reimburse you for costs incurred where you did not obtain prior written approval.

However, you may incur reasonable expenses in making repairs for an **Emergency Condition** without prior written **Builder** approval, provided the repairs are solely for the protection of the **Home** or **Common Elements** from further damage or to prevent an unsafe living condition, and provided you notify **Builder** as soon as is reasonably possible. To obtain reimbursement for repairs made during an **Emergency Condition**, you must provide **Builder** with an accurate written record of the repair costs.

### **D. Sign a Release**

When **Builder** or a third party acting on **Builder's** behalf has completed repairing, replacing or paying you as to any **Construction Defects** and related damage covered by this **Limited Warranty**, you may be requested to sign a full release of **Builder's** obligation for the **Construction Defects**. The release shall be applicable to the **Construction Defects** and shall not prevent you from notifying **Builder** should you become aware of a subsequent **Construction Defect**.

### **E. If You Disagree with Builder**

If you believe **Builder** has not satisfactorily responded to your request for warranty performance or satisfactorily worked with you to resolve any other claim or dispute, you may exercise the remedies provided in Section IV.

## **IV. DISPUTE RESOLUTION PROCEDURE**

Following commencement of the **Warranty Period**, any claim, controversy or dispute (hereafter collectively referred to as "dispute") between you and the **Builder**, or parties acting on your or the **Builder's** behalf, which relates to or arises from this **Limited Warranty**, or the design or construction of the **Home** or the **Common Elements**, or the sale of the **Home** or transfer of title to the **Common Elements**, will be resolved solely in accordance with the following:

### **A. Mandatory Mediation**

At any time during a dispute, either you or **Builder** may elect to submit the dispute to mandatory mediation. Submittal of a dispute to mediation shall be a mandatory condition



prior to arbitration or prior to commencement of a lawsuit. The mediator shall be an attorney with substantial experience in **Construction Defects** or any other mutually agreed mediator. If the parties are unable to agree on the mediator, the mediator shall be selected by submission of the dispute to a mutually agreed mediation service such as the American Arbitration Association or JAMS. If the parties are unable to agree on the identity of the mediation service, the mediation service shall be JAMS. The parties shall share the expenses of the mediator. You will pay up to one half of the mediator's expenses, not to exceed \$500, and the **Builder** will pay the balance of the mediator's expenses. Each party shall pay its own attorneys' fees for the mediation. Either party may request the services of a neutral third party construction expert. **Builder** shall pay the costs of the neutral third party expert, in an amount not to exceed \$500. Any costs for the neutral third party expert in excess of \$500 shall be shared equally between you and the **Builder**.

## **B. Mandatory Arbitration**

If either party is not satisfied with the results of the mediation, either party may submit the dispute to arbitration, within thirty (30) days following the date of completion of the mediation. If the amount in controversy is less than the jurisdictional limits of RCW 7.06, as implemented through the Superior Court Mandatory Arbitration Rules ("MAR") and Local Rules, the dispute shall be submitted to arbitration in accordance with the Mandatory Arbitration Rules and the Local Rules of the county in which the **Home** is located. You and the **Builder** hereby waive any objections that the dispute is not arbitrable. If necessary to obtain an arbitration under the Mandatory Arbitration Rules and the Local Rules, either party may commence litigation, solely for the purpose of obtaining an arbitration proceeding, but no discovery shall be conducted (other than as required by the arbitrator) or other actions taken in the litigation until completion of the arbitration. If the county in which the **Home** is located has not adopted Mandatory Arbitration or the amount in controversy is in excess of the jurisdictional limits, the arbitration shall be conducted in accordance with the following provisions:

The arbitration shall be conducted by a single arbitrator before JAMS or such other arbitration service as may be mutually agreed, under the arbitration rules generally utilized by JAMS, modified as follows: (i) the total time from date of demand for arbitration to final award shall not exceed 90 days for disputes less than \$50,000 or 12 months for disputes exceeding \$50,000; (ii) the arbitrator shall be chosen by JAMS without submittal of lists and subject to challenge only for good cause shown; (iii) the arbitrator shall have substantial experience in **Construction Defects** disputes; (iv) all notices may be by telephone or other electronic communication with later confirmation in writing; (v) the time, date and place of the hearing shall be set by the arbitrator in his or her sole discretion, provided that there be at least 60 days prior notice of the hearing; (vi) there shall be no post-hearing briefs; (vii) there shall be no discovery except by order of the arbitrator; and (viii) the arbitrator shall issue his or her award within 30 days after the close of the hearing. The arbitration shall be held in the county in which the **Home** is located. Whether or not mandatory arbitration has been adopted in the county where the arbitration hearing is held, the decision of the arbitrator shall be appealable in the same manner as provided in Section 7.1 of the MAR, and the

procedures for appeal shall be the same as provided in the MAR. The fees and expenses of the arbitrator shall be paid half by each party unless the arbitrator decides otherwise in its discretion. The parties shall each hold harmless and indemnify the arbitrator from any claims arising in connection with the arbitration. The prevailing party shall be entitled to award of its reasonable attorney's fees and taxable costs. The award of attorney's fees shall not be affected by offers of settlement.

In an appeal of the arbitration and trial *de novo*, Section 7.3 of the MAR shall apply for determination of costs and attorneys fees.

## V. GENERAL CONDITIONS

### A. Separation of this Limited Warranty from the Purchase Agreement

This **Limited Warranty** is separate and independent of the purchase and sale agreement between you and the **Builder** for the construction and/or sale of the **Home** or transfer of the **Common Elements**. Except as otherwise expressly provided herein, the provisions of this **Limited Warranty**, including the **Performance Standards**, shall in no way be restricted or expanded by anything contained in the purchase and sale agreement or other documents between you and the **Builder**.

### B. Subsequent Owners

This **Limited Warranty** expires upon transfer of title from you to new owners of the **Home**, regardless of whether any time is remaining under the **Warranty Period**. The **Builder's** duties under this **Limited Warranty** expire upon your transfer of title to the new owner.

### C. Transfer of Manufacturer's Warranties

The **Builder** hereby assigns to you all of the manufacturer's warranties on all appliances, fixtures and items of equipment that the **Builder** installed in the **Home**. Should an appliance or item of equipment malfunction, you must follow the procedures set forth in that manufacturer's warranty to correct the problem. The **Builder's** obligation under this **Limited Warranty** is limited to the workmanlike installation of such appliances and equipment. The **Builder** has no obligation for appliances and equipment defined as **Consumer Products**.

### D. Recovery Rights

If the **Builder** or third party designated by the **Builder** repairs, replaces or pays the cost to repair or replace a **Construction Defect** or other related damage to the **Home** or the **Common Elements** covered by this **Limited Warranty**, or if **Builder** elects to pay the diminished market value of the **Home** in lieu of repair or replacement of a **Construction Defect**, the **Builder** is then entitled, to the extent of its cost or payment, to take over your related rights of recovery from other people and entities, including but not limited to,

other warranties and insurance. You have an obligation not to make it harder for the **Builder** to enforce these rights. You agree to sign such documents as are necessary to assist **Builder** in enforcing these rights.

#### **E. General Provisions**

1. If any provision of this **Limited Warranty** is determined to be unenforceable, such a determination will not affect the remaining provisions. If this **Limited Warranty** or any provision herein is determined to be unenforceable as to a **Homeowners Association** or a specific owner, such a determination will not affect the enforceability of this **Limited Warranty** or such provision as to any other **Homeowners Association** or other owner. The issue of enforceability, as well as all other issues, will be subject to the Dispute Resolution proceedings in Section IV.
2. This **Limited Warranty** is binding on your heirs, executors, administrators, successors and assigns.
3. As may be applicable, in this **Limited Warranty**, the use of the plural includes the singular, and the use of one gender includes all genders.

### **VI. DEFINITIONS**

“**Builder**” means the entity that constructed your **Home** and that is offering this **Limited Warranty**.

“**Common Elements**” means the property as specified in the recorded Covenants, Conditions and Restrictions as common elements and any other property as to which the **Homeowners Association** has standing under the law to make a claim. This may include, but is not limited to, streets, slopes, playground equipment or other spaces or structures that are for the common use of the residents of the development in which the **Home** is located. **Systems** serving two or more **Homes** and the outbuildings that contain parts of such **Systems** are also included in this definition.

“**Consequential or Incidental Damages**” means any loss or injury **other than**:

- A. **Builder’s** cost to correct a **Construction Defect** including correction of those surfaces, finishes and coverings damaged by the **Construction Defect**;
- B. **Builder’s** cost to repair or replace, at market value, furniture, carpet or personal property damaged by the **Construction Defect**;
- C. **Builder’s** cost to repair damage to the **Home** which occurs in the course of **Builder’s** repair or replacement of a **Construction Defect**;
- D. The reasonable cost of the **Owner’s** alternative shelter when the **Home** is temporarily uninhabitable due to a **Construction Defect** and while the **Home** is rendered uninhabitable by the work necessary to repair a **Construction Defect**.

Time you take off from work or your inability to work from the **Home** as a result of a **Construction Defect** or the repair/replacement of a **Construction Defect**, are among those damages considered “**Consequential or Incidental Damage**” and are excluded under this **Limited Warranty**. Diminished fair market value of the **Home** is also among those damages considered “**Consequential or Incidental Damage**” and is excluded under this **Limited Warranty** notwithstanding that **Builder** reserves the right to elect to pay you diminished fair market value in lieu of **Builder’s** repair, replacement or payment for the cost to repair or replace a **Construction Defect**.

“**Construction Defect**” means a condition in the materials or workmanship used in constructing the **Home** or the **Common Elements** that:

- materially affects the structural integrity of the **Home** or the **Common Elements**; or
- has an obvious and material negative impact on the appearance of the **Home** or the **Common Elements**; or
- jeopardize the life or safety of the occupants of the **Home** or the users of the **Common Elements**; or
- during the first year of this **Limited Warranty, Fit and Finish Warranted Items** that fail to comply with the **Performance Standards**.

“**Consumer Product**” means any piece of equipment, appliance or other item that is a **Consumer Product** for purposes of the Magnuson-Moss Warranty Act (15 U.S.C. Sec. 2301, et.seq.) installed or included in the **Home**. Examples of Consumer Products include, without limitation, dishwasher, garbage disposal, gas or electric cook-top, range, range hood, refrigerator or refrigerator/freezer combination, gas oven, electric oven, microwave oven, trash compactor, automatic garage door opener, clothes washer and dryer, hot water heater, solar water heater, furnace, heat pump, air conditioning unit, thermostat and security alarm system.

“**Effective Date of Warranty**” means the date on which title to the **Home** is conveyed from the **Builder** to the **Owner**.

“**Emergency Condition**” means an event or situation that creates an imminent threat of damage to the **Home** or **Common Elements**, or results in an unsafe living condition due to a **Construction Defect** that you (or, as applicable, the **Homeowners Association**) become aware of at a point in time other than **Builder’s** normal business hours and you were unable to obtain **Builder’s** prior written approval to initial repairs to stabilize the condition or prevent further damage.

“**Fit and Finish Warranted Items**” means those items specifically identified in the **Performance Standards**, which **Builder** has agreed to warrant during the first year of this **Limited Warranty**.

“**Home**” means a single family residence, either attached or detached, covered by this **Limited Warranty** and the land on which it sits, except to the extent such residence or land is part of the **Common Elements**.

“**Homeowners Association**” means a profit or nonprofit corporation, unincorporated association, organization, partnership, limited liability company or other entity of any kind that owns, manages, maintains, repairs, administers, or is otherwise responsible for and has standing to make a claim as to any part of the **Common Elements**.

“**Owner**” means the first person(s) to whom a **Home** is sold, or for whom such **Home** is constructed, for occupancy by such person or such person’s family and any representative of such person(s) who has standing to make a claim on that person(s) behalf.

“**Performance Standards**” means those standards contained in the document titled “Limited Warranty Performance Standards” by which the condition of the **Fit and Finish Warranted Items** will be measured so as to determine whether a **Construction Defect** exists.

“**Pollutants**” means all solid, liquid or gaseous irritants or contaminants. The term includes, but is not limited to, petroleum products, smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, radon gas and other hazardous or toxic materials within the **Home**.

“**Systems**” means the following:

- (a) Plumbing system: gas supply lines and fittings; water supply, waste and vent pipes and their fittings; septic tanks and their drain fields; and water, gas and sewer services piping and their extensions to the tie-in of a public utility connection or on-site well and disposal system.
- (b) Electrical system: all wiring, electrical boxes, switches, outlets and connections up to the public utility connection.
- (c) Heating, Cooling and Ventilation system: all duct-work; steam, water and refrigerant lines; and registers, connectors, radiation elements and dampers.

“**Warranty Period**” shall commence on the **Effective Date of Warranty** and continues for a period of one year for the **Fit and Finish Warranted** Items and a period of six (6) years for all other warranted items. Notwithstanding anything to the contrary set forth in this **Limited Warranty**, the **Warranty Period** for the **Common Elements** commences on the earlier of the date of substantial completion or the date title to the **Common Elements** is conveyed to the **Homeowners Association**.

“**You**” and “**Your**” means the **Owner** and the **Homeowners Association**.

