

Builder's Warranty

Elaine Thibault, Manager, CB2 Builders, LLC, 30 Old Coach Road, Millville, MA 01529 provides to the Purchaser (as such term is hereinafter defined) the following Warranty subject to the terms and conditions hereinafter contained:

1. Definitions

- a. Premises: shall mean the home located at Unit 2, 260 Mian Street, Blackstone, Massachusetts 01504.
- b. Purchaser: shall mean the individual, firm or entity, which initially purchases the Premises from the Builder pursuant to a Purchase and Sale Agreement (as hereinafter defined). It shall not include any immediate or remote assignee or transferee of the Purchaser, or any other individual, firm or entity not an original party to the Purchase Agreement.
- c. Purchase Agreement: shall mean the written agreement of purchase and sale between the Builder and the Purchaser to which this Warranty is attached.

2. Warranty Coverage

The Builder warrants to the Purchaser that for the Warranty Period all work performed in the Premises by the Builder, its agents, employees or contractors, and all materials, fixtures and equipment installed in the Premises by the Builder, its agents, employees or contractors shall be free from all material faults and defects.

3. Warranty Period

The Warranty Period extends for a period of one year from the date of closing and shall apply only to such defects for which the Builder has received written notice from the Purchaser during the Warranty Period.

4. Notice of Defects

If a defect occurs which would be covered by this Warranty, the Purchaser must give written notice of such defect to the Builder within a reasonable period of time after discovery of such defect, but in any event, which notice must be received by Builder not later than the close of business on the last business day prior to the expiration of the Warranty Period.

5. Remedy

If a defect occurs which is covered by this Warranty, the Builder, within a reasonable period of time after receiving written notice of such defect from the Purchaser, shall repair, replace or pay the Purchaser at Builder's option, the reasonable cost of repairing or replacing any defective item, which election shall be made by the Builder in his sole discretion.

6. Specific Coverage

Dry Basement: The Builder will remedy condition of seepage occurring during periods of normal high water table or springs within one year. This Warranty does not apply to unusual flooding and/or rains greater than two inches within a twenty-four hour period. This Warranty does not apply to wetness or dampness caused by condensation of concrete or other surfaces within the basement. It is the homeowner's responsibility to maintain positive drainage away from the building at all times. Ground around the foundation that settles shall be immediately filled and regarded by the homeowner.

Tight Roof: A tight roof around the chimney and under shingles is warranted for one year. Damage, if any, caused by snow or ice backing up under shingles is excepted from the provisions of this Warranty. It is the responsibility of the homeowner to insure free passage in gutters and downspouts, if applicable, at all times. Damage, if any, caused by windblown rain or snow through roof, gable, soffit vents or louvers into attic space is excepted from the provisions of this Warranty.

Heating System: The heating system is warranted to heat the habitable portions of the home except adjacent to glass surfaces to a temperature of 70 degrees at the thermostat at 0 degrees outside with a wind factor of 15 m.p.h.

Air Conditioning: The air conditioning system is warranted to cool the habitable portions of the house to a temperature of 75 degrees when the outside temperature is 95 degrees. The homeowner should clean filters monthly during the cooling season to insure proper operation.

Plumbing: The operation of plumbing is warranted for one year provided however that dripping faucets, toilet adjustments and toilet seats are covered for a ninety (90) day periods only.

Electrical: Electrical wiring is warranted for one year. Circuits should not be overloaded, and all items used in the home should be UL approved.

Asphalt Driveway and Walk: Asphalt drives and walks are warranted for a period of ninety (90) days against disintegration. In hot weather, heavy vehicles should not be permitted on asphalt ways. High heeled shoes and gasoline or oil spillage will make holes in asphalt and therefore damage caused by same is not covered by this Warranty. Tire

marks and stones, which flake out, are also not covered in as much as these are normal characteristics of asphalt.

Landscaping: The builder will provide trees, shrubs, and seed as per the items of the contract. It will be the responsibility of the homeowner to maintain these items through the necessary care required (i.e., Watering, fertilizing and proper weed killer). Trees and shrubs are warranted for a period of sixty (60) days

7. Limitation of Liability

The Builder's liability under this Warranty shall be limited to the cost of repair or replacement of any defective workmanship or materials in the premises.

8. Exclusions

The following items are not covered by this Warranty:

- a. Any defect in, or caused by, materials or work supplied by anyone other than the Builder, his agents, employees or contractors.
- b. Normal wear and tear or normal deterioration
- c. Loss or damage not caused by a defect in the construction of the Premises by the Builder, his agents, employees or contractors, but resulting from accidents, riot and civil commotion or acts of God, including, but not limited to, fire explosion, flooding, wind, lightning, or earthquake
- d. Insect damage
- e. Any item, which is covered by any manufacturer's warranty or service contract, which has been assigned to the Purchaser pursuant to the Purchase Agreement
- f. Any loss or damage covered by any other casualty or liability coverage
- g. Any loss or damage to the extent is caused or made worse by (i) negligence, improper maintenance or improper operation by anyone other than the Builder, his agents, employees or contractors, (ii) changes, alterations or additions made to the Premises by anyone other than the Builder, his agents, employees, or contractors after the date the Purchaser buys the Premises, or (iii) the failure of anyone other than the Builder, his agents, employees or contractors to comply with the Warranty or care requirements of manufacturers or suppliers of appliances, equipment or fixtures.

- h. Any loss or damage not attributable to defective workmanship or materials.
- i. Any loss or damage which the Purchaser has not taken timely action to minimize in a reasonable manner.
- j. Any defect for which the Builder has not received written notices within the Warranty Period.
- k. Bodily injury or damage to personal property.
- l. Those items which are explained in the attached statement of non-warrantable conditions.

9. Notice

Any notice hereunder shall be deemed to have been duly given if in writing and mailed by registered or certified mail return receipt requested, all charges prepaid, addressed in the case of the Purchaser at the address of the Premises and in the case of the Builder to 30 Old Coach Road, Millville, MA 01529.

10. Miscellaneous

This Limited Warranty is to be construed in accordance with the laws of the Commonwealth of Massachusetts and shall be binding upon the Builder and the Purchaser and their respective successors and assigns.

11. Statement of Non-Warrantable Conditions

This statement of conditions that are not subject to Builder's warranties explains some of the changes and maintenance items that may occur in your new home over the first year or so of occupancy. Your home will require more maintenance and care than most products, since it is made up of many different components, each with its own special characteristics. Also, Purchaser/Owner understands that like other products made by humans, a house is not perfect. It will show some minor flaws and unforeseeable defects, and it may require some adjustments and touching up.

As described in the Limited Warranty, of which this statement of Non-Warrantable Conditions is part, the Builder will correct certain defects that arise during defined time periods after construction is completed. Other items that are not covered by the Builder's warranty may be covered by manufacturers' warranties. There are some conditions, however, that are not covered under our Builder's warranties. It is important for you to read these carefully and understand that you have not contracted for the Builder to correct certain types of problems

that may occur in your new house. These guidelines will alert you to certain areas of maintenance that are the responsibility of the new homeowner, and that could lead to problems if they are neglected.

The following list is an outline of some of the conditions that are not warranted by the Builder. Please be sure you understand this list.

Non-Warrantable Conditions

1. Concrete foundations, walks, drives, and patios can develop hairline cracks not affecting the structural integrity of the building. There is no known method of eliminating this condition, which is caused by characteristics of expansion and contraction. It does not affect the strength of the building and is not a condition covered by any warranty.
2. Masonry and mortar can develop cracks due to shrinkage in either the mortar or brick. This is normal and should not be considered a defect. It is not covered by any warranty.
3. Wood will sometimes crack or “spread apart” due to the drying process. This is most often caused by the heat inside the house or the exposure to the sun on the outside. This is normal and considered a maintenance item to be cared for by the homeowner.
4. Drywall (plaster/wallboard) will sometimes develop settlement cracks. This is a normal part of the drying out process and not a structural defect. This is an item that can be easily handled by the homeowner with spackling during normal redecorating.
5. Minor floor squeaks: After extensive research and writing on the subject, it has been concluded that much has been tried but little can be done about floor squeaks. Accordingly, floor squeaks are not covered by the builder’s warranties. Generally, they may not appear and disappear over time with changes in weather.
6. Floors: Your floors are not warranted for damage causes by neglect or the incidents of use. Wood, tile, and carpet all require maintenance. Floor casters are recommended to prevent scratching or chipping of wood or tile; clean stains from carpets or wood or tile immediately to prevent discoloration. Carpet has a tendency to loosen in damp weather and will stretch tight again in drier weather.
7. Caulking/Grout: Exterior and interior caulking and grout in bathtubs, shower stalls, and ceramic tile surfaces will crack or bleed somewhat

in the months after installation. This is normal and should not be considered a problem. This is not covered by the warranty and is a minor occurrence to be maintained by the homeowner.

8. Brick Discoloration: Most bricks may discolor due to the elements, rain run-off, weathering, or bleaching, thus, the color of the bricks is not considered a warranty item.
9. Broken Glass: Any broken glass or mirrors, which are not noted on the final inspection form, will not be covered.
10. Frozen Pipes: The homeowner must take precautions to prevent freezing during severe cold weather, such as removing outside hoses from silcocks, leaving faucets with a slight drip, and turning off the water and draining if the system or portion of the system is to be left for extended periods during cold weather. No frozen pipes or silcocks will be considered for warranty.
11. Stained Wood: All items that are stained will normally have a variation of colors, due to the different texture of the woods. Doors that have panels will sometimes dry out and leave a small crack of bare wood. This is due to weather changes. None of these is a warrantable condition.
12. Paint: Good quality paint has been used internally and externally on your home. You should avoid allowing lawn sprinklers to hit painted areas, washing down painted areas, etc. Inside, do not scrub latex-painted walls, and be aware of the newly painted wall as you are moving furniture. The best paint will be stained or chipped if it is not cared for properly. Any defects in painting that are not noted at final inspection are non-warrantable conditions.
13. Cosmetic Items: The upkeep of the cosmetic aspects of your home is your responsibility. You have not contracted with the Builder to cover ordinary wear and tear or other occurrences subsequent to construction that affect the condition of features in your home. Chips, scratched, or mars in tile, woodwork, walls, porcelain, brick, mirrors, plumbing fixtures, marble and formica tops, lighting fixtures, kitchen and other appliances, doors, paneling, siding, screens, windows, carpet, vinyl floors, cabinets, etc., which are not recognized and noted by you at final inspection are non-warrantable conditions.
14. Plumbing, dripping faucets, toilet adjustments, and toilet seats are covered by the Builder's Warranty for a ninety (90) day period only. After that, they are the owner's responsibility. If the plumbing is "stopped up" during the warranty period and the person servicing the

plumbing finds foreign materials in the line, the owner will be billed for the call.

15. Alterations to Grading: Your lot has been graded to insure property drainage away from your home. Should you wish to change the drainage pattern due to landscaping, installation of patios, service walks, or other reasons, be sure a proper drainage slope is retained. We assume no responsibility for changes in grading which cause subsequent flooding or stagnant pool formation of the established pattern at closing is altered.
16. Lawn and Shrubs: We cannot accept responsibility for the growth of grass or shrubs. Once we grade, seed and/or sod and fertilize, it is the responsibility of the homeowner to water and spread ground cover to prevent erosion. We will not remove or replace any shrubs or trees, except for those, which are noted as diseased within sixty (60) days of closing (or installation in the case of weather delays i.e., winter closings).
17. Non-Construction Items: Some items of construction not requiring service and not covered by this policy are normal cracks and twists in studs, joists and beams; crazing (hairline checking) in interior exposed beams and exterior sheathing; normal fading of paint; shrinking of joints around opening of door and window casings and other wood materials; normal occasional dents associated with installation of woodwork; uniformity of graining or normal discoloration of wood.

THE WARRANTY HEREIN ABOVE SET FORTH IS THE ONLY WARRANTY PROVIDED TO THE PURCHASER BY THE BUILDER. THE BUILDER SPECIFICALLY DISCLAIMS ANY OTHER WARRANTY OF ANY KIND OR NATURE EXPRESSED OR IMPLIED. THE WARRANTY HEREIN PROVIDED IS SOLELY FOR THE BENEFIT OF THE PURCHASER AND SHALL NOT UNDER ANY CIRCUMSTANCE INURE TO THE BENEFIT OF ANY OTHER PERSON, FIRM OR ENTITY. THE PURCHASER MAY NOT ASSIGN THE BENEFITS OF ANY SAID WARRANTY TO ANY OTHER PERSON, FIRM OR ENTITY AND ANY PURPORTED ASSIGNMENT SHALL IMMEDIATELY RENDER SAID WARRANTY WITHOUT EFFECT TO THE SAME EXTENT AS IF THE SAME WERE NEVER MADE. THIS WARRANTY CANNOT BE ALTERED OR AMENDED IN ANY WAY.

Dated: December ____, 2022

BUILDER: CB2 Builders, LLC

By: _____
Elaine Thibault

I/We acknowledge having read and understood and received a copy of this warranty, including the above outline of non-warrantable items. We understand and agree that these are conditions for which we have not contracted and will not hold the Builder liable.

PURCHASERS:
