

Homeowners Limited One-Year Warranty

Issued by
Curtis Lang Custom Homes, Inc.

Curtis Lang Custom Homes, Inc. extends to you the following limited warranty as the purchaser of a new home constructed by Curtis Lang Custom Homes, Inc. Purchaser shall sign this agreement at time of execution of purchase and sale agreement. The residence for which this warranty is issued for is located at the following address.

Only the following items are subject to this warranty.

1. FOUNDATION – The foundation of the home is warranted against any structural defects. Method of repair is up to builder. Hairline fractures in the concrete or minor settlement of the foundation are not warranted.
2. BASEMENT – Minor cracks in basement are common and are not covered under this warranty. Builder will repair cracks in basement floor that are excessive (exceeds 1/4 inch in width or vertical displacement). Surface patching is an acceptable means of repair. Floor moisture, an inherent condition of basement floors, and any presence of efflorescence in basement are not covered under this warranty.
3. CONCRETE – Builder will repair cracks in garage floor slabs that are excessive (exceeds 1/4 inch in width or vertical displacement). Surface patching is an acceptable means of repair. Builder will repair concrete porches, steps or garage floors (attached to house) that settle or separate more than 1” from the house. Method of repair is up to builder. Builder will not repair cracks in driveways, patios, sidewalks or concrete walls.
4. RETAINING WALLS AND FENCING – Builder does not warranty any retaining walls or fencing. Homeowner is responsible for maintenance and upkeep of walls and fencing, which includes but is not limited to staining, painting and general repair.
5. PROPERTY DRAINAGE – After the builder has established the necessary grades and swales, homeowner is responsible for maintaining the same. Builder is not responsible for problems arising from any alteration of drainage by homeowner. Builder is not responsible for soil erosion due to acts of God or other conditions beyond Builder’s control. Certain areas may have standing water for up to 48 hours after a rainfall.
6. GRADING – Builder will provide final grading. Settling of soil may occur and is the responsibility of the Homeowner.
7. MASONRY – It is common for the joint to crack between concrete and masonry due to the dissimilarity of the materials. Builder will repair cracks in mortar joints that are excessive (more than 3/8”). Pointing or patching is acceptable, and color variation in new mortar may occur, due to no fault of the installer.
8. ROOF – (A Manufacturer’s Warranty may also apply). Builder will repair any verified roof or flashing leak. Exceptions being leaks caused by homeowner negligence in keeping roof valleys, flashed areas, gutters, etc. clear of debris that would prevent or restrict necessary water flow. Please refer to Manufacture’s Warranty with regard to shingles that blow off in winds less than the manufacture’s standards of specifications. Bird-Blocks are attractive nesting spaces for birds; homeowner is responsible for maintaining integrity of screening material on Bird-Blocks as part of normal maintenance.

9. WINDOWS & SKYLIGHTS – (A Manufacturer’s Warranty may also apply). Builder will repair windows, skylights or skywalls that fail to function as designed, including condensation between panes and water leaks. Water leakage may occur if weep holes are not kept clean or under extreme weather conditions that combine rain with severe winds. Glass scratches easily from grit on a towel. Builder will not replace scratched glass unless agreed upon at original * Walk-Through.

10. SIDING – Homeowner is responsible for maintaining caulked corners as well as caulked joints and areas around windows, doors, etc. Cracks and separation are to be expected and are the responsibility of the homeowner to maintain. Bows in siding exceeding ½” in 32 inches will be repaired to meet standard. If replacement is required, Builder will match original material as closely as possible. Original surface may not exactly match the original surface texture or color. Cedar shingles exposed to the elements may curl or split after time if not properly maintained. Homeowners are responsible for maintaining sealer, stain or paint on cedar shingles to limit element exposure.

11. GUTTERS – Builder will repair leaks unless caused by homeowner negligence. Builder is not responsible for damages incurred as a result of improper maintenance. Homeowner is responsible for cleaning of gutters and downspouts.

12. FIREPLACES – (A Manufacturer’s Warranty may also apply). Builder will repair fireplaces that fail to operate as designed. During heavy rains, the inside of firebox may become damp due to water entering flue. This is considered a normal occurrence. In case of pilot light outage, lighting instructions are located under the fireplace.

13. SEPTIC SYSTEM – Builder will repair a non-functioning system if builder or subcontractor under builder’s control caused failure. Builder will not be responsible for problems to the system as a result to homeowner’s negligence including, but not limited to, changes to original plumbing system, changes to grades or conditions of surrounding soils, landscaping, sprinkler system, outbuildings, freezing, soil saturation, changes in ground water table, improper waste disposal, abuse, or other acts of nature. Owners accept responsibility for use and maintenance of said septic systems.

14. CRAWL SPACE – The crawl space of the home is not a living area nor is it recommended to be used as a storage area. Builder does not guarantee against infiltration (common problem) and will not be responsible for any damage to items stored by Homeowners. Builder will remedy large puddling of water that remains for more than 48 hours. Method of remedy is the sole discretion of the builder. Keeping drains free of debris is the responsibility of the homeowner. Landscaping and other modifications to topography may also affect drainage in the crawl.

15. EXTERIOR DOORS – Builder will repair doors that fail to function as designed to keep out elements and be weather resistant. Builder shall not be responsible for or warrant the repainting or relacquer of exterior wood doors due to insert panel shrinkage, checking, warping, fading, splits, cracks, pitch (sap) or moss/mildew build-up. These items are inherent characteristics of all wood products and are not considered deficiencies. Builder recommends that homeowner repaint or re-lacquer doors after first year of occupancy due to front door element exposure.

16. EXTERIOR PAINT – Builder warrants exterior paint against peeling, flaking, or blistering during the term of this warranty. Builder will not warrant color match upon repair of painted items. Cracking at wood joints or caulking joints on doors, windows, and siding is normal and not considered a failure or breach of warranty. Builder will not warrant exterior lacquer or moss/mildew buildup on siding. Paint, stain or sealant on decks, deck railings or fencing is not covered under this warranty.

17. GARAGE DOORS – Builder will repair garage doors that do not function as designed. If someone other than builder installs garage door opener, all warranty on door operation is void.
18. LANDSCAPING – Landscaping materials are warranted for the term of 90 days from the date of installation, if they are properly watered and fertilized. There is no warranty as to any native growth material on the property, nor is there any warranty with regard to plants, shrubs or trees damaged by frost, freezing, pestilence, wind or lack of moisture.
19. SPRINKLER SYSTEM – The sprinkler system, if any, is warranted for a term of one year against leaks. This warranty, however, is subject to homeowner's obligation to properly drain and winterize the system during all winter months and does not cover damage done to system by others.
20. INTERIOR PAINT – Touch-up Paint may be left in garage if available, but will not be replenished. Homeowner is responsible for all nicks, scratches and/or marks occurring after original *Walk-Through. Cracks developing between painted wood joints where wood is attached to a wall or ceiling are a common occurrence due to shrinkage and will not be repaired by builder. Builder will not warrant color match upon repair or touch-up of painted items.
21. DRYWALL – Builder will repair drywall defects agreed upon in writing at original *Walk-Through. Builder will not be responsible for cracks or nail pops after that time unless cracks exceed 1/8 inch. Common settling of house will cause some cracking and this is not a warranty item. Builder is not responsible for ongoing patching or painting of walls.
22. MILLWORK – Scratches and dents in millwork will be repaired at Builder's discretion if noted at time of original *Walk-Through. Re-staining of millwork is considered an acceptable form of repair. Builder will not warrant color or texture match upon repair of millwork items. Splits, cracks and checking are inherent characteristics of all wood products, and are not considered deficiencies. Nail holes will be filled if noted during original *Walk-Through. However, some putty over time may shrink and pop out, re-puttying is considered a maintenance item.
23. PLUMBING – Builder will repair water supply, drain lines, or fixtures that leak during the first year. Builder will repair any resulting damage to drywall or other interior or exterior finishes in a professional manner. Builder does not warrant against freezing of pipes or bursting of pipes installed in accordance with applicable plumbing codes. Builder will not be responsible for chips or cracks in porcelain or fiberglass surfaces or scratches in stainless steel sinks or tubs unless agreed upon in writing at the time of original *Walk-Through. Builder is not responsible for staining of plumbing fixtures due to high iron, manganese, or other mineral content in water.
24. TILE – Builder will replace damaged, cracked or defective tile only if agreed upon in writing at the time of the original *Walk-Through. Cracking in grout is normal and repair is considered a homeowner maintenance responsibility. Builder will supply, if available, touch-up grout for homeowners use, during the term of this warranty. Builder will not warrant color match upon repair of item. Builder does not seal grout or tile.
25. CARPET – Seams in carpet will show. Builder will only repair open gaps in carpet seams. Fading or spotting may occur as a result of exposure to light. Dragging heavy objects across carpet may also cause damage to installation. Builder will not warrant against fading, spotting or stretching.
26. HARDWOOD FLOORS – Builder will warrant floors in accordance with the standards as established by NOFMA (The Wood Flooring Manufacturers Association). Cracks between boards are to be expected and not considered a defect. The size of the cracks may vary with changes in humidity. Swelling and cupping of

hardwood floors may also be expected due to changes in humidity and are not considered a defect. Builder is not responsible for damage caused to hardwood flooring by homeowner due to improper care, maintenance or abuse. Due to the inherent nature of wood, floor may be come darker as it ages.

27. FLOOR SQUEAKS – Since squeaks are common in new construction, builder cannot guarantee the total elimination of all squeaks. Homes will continue to settle and squeaks may continue to appear for many years. This is common and not a warranty item.

28. APPLIANCES – All appliances are herein warranted in accordance with the Manufacturer’s Original Warranty including oven and cooktop, microwave oven, dishwasher, garbage disposal, hot water tank, automatic door opener, alarm system and intercom system. These items are only covered if installed by the builder. No other warranty is provided.

29. ELECTRICAL, HEATING & STRUCTURAL FRAMING – Builder warrants the following against failure during the first year unless homeowner’s negligence has contributed to the failure:

- a. Electrical systems
- b. Heating systems, including all ductwork (excluding ductwork noise)
- c. Wood framing

30. PLANS AND SPECIFICATIONS – The plans and specifications as recorded with the county and city for issuance of a building permit may be modified or changed in accordance with the requirements of the site upon which the home is being constructed.

31. NOTICE FOR WARRANTY – If any item, which is warranted, is in need of repair or replacement; you are required to immediately advise the builder in writing of the condition. Notice must be received by builder prior to the end of the first year of occupancy. Upon receipt of the notice, Curtis Lang Custom Homes, Inc. will undertake the necessary measures to correct, repair or replace, any defect in workmanship of warranted item, in accordance with the terms of this agreement. Repairs made by the homeowner or any person under the homeowner’s direction shall void builder’s warranty for the said item. Damages resulting from failure to notify builder of a problem within a reasonable time period are not covered under this warranty.

32. TRANSFERABILITY – This Limited Warranty is solely for the use and benefit of the original purchaser and is not otherwise transferable. If the home is sold during the term of the warranty, this warranty will not be extended to the new purchaser.

33. MANUFACTURE’S WARRANTY – Manufactured or consumer products such as roofing materials, appliances, hardware, windows, heating and mechanical systems, fixtures, etc. are not separately warranted by Curtis Lang Custom Homes, Inc. In the event that the purchaser encounters a defect in a manufactured or supplied product, Curtis Lang Custom Homes, Inc. shall assist the purchaser in securing the repair or replacement of these products pursuant to the particular manufacturer’s or distributor’s warranty.

34. EXCLUSIVE WARRANTY – This is the exclusive warranty extended by the builder to the purchaser of the home. Any other warranty or warranties, whether express or implied, are disclaimed by seller and waived by homebuyer, unless otherwise prohibited by particular state law.

35. BUILDING CODES – Curtis Lang Custom Homes, Inc. warrants that this home was built pursuant to all required permits and inspections by local building authorities.

36. TERM – The term of this warranty is 12 months from the date of the original walk-through by builder and owner unless a shorter period is expressly stated. Any warranty claim of the homeowner shall accrue only dur-

ing this 12-month period. Following the term of this warranty, builder shall have no other liability or responsibility for maintenance or repair of the premises except as otherwise may be implied by law. Warranty work performed by Curtis Lang Custom Homes, Inc. does not extend the Warranty. Any warranty claim or any other cause of action arising under the terms of this Agreement, including the warranty, must be filed in a court of competent jurisdiction within four (4) months of the expiration of the warranty. Any unresolved, unasserted or undiscovered claim or cause of action, which is not filed within four (4) months from the expiration of this warranty, is waived.

37. **CONSEQUENTIAL DAMAGES** – Builder shall not be liable for consequential damages and builder’s liability shall be limited to repair or replacement of any defect.

38. **WORK COMPLETION** – Curtis Lang Custom Homes, Inc. warrants that all labor, materials and taxes will be paid for, and there will be no potential lien claimants upon the completion of the work and final payment by the homebuyer. All work will be performed in a commercially reasonable manner and will be performed to industry standards or better.

39. **MATERIAL FUNCTION AND USE** – Curtis Lang Custom Homes, Inc. shall be responsible for all construction means, methods and sequences. Curtis Lang Custom Homes, Inc. will install materials specified in the contract. Where the contract does not call for a specific grade or specification, Curtis Lang Custom Homes, Inc. will install materials, which are new and conform to industry practice. Curtis Lang Custom Homes, Inc. is not responsible for the suitability or function of materials specified by the customer. Curtis Lang Custom Homes, Inc. is not responsible for the safeness or function of design(s) furnished by the customer. Curtis Lang Custom Homes, Inc. is not responsible for property damage, or the consequences thereof, or personal injury, or the consequences thereof caused by chemical, biological or toxic agents or elements that may be part of any building material utilized in construction. The contractor will not utilize any building material known to the contractor to be directly toxic or harmful to persons or the environment.

40. **CURE NOTICE** – Curtis Lang Custom Homes, Inc. has the right to offer to cure any construction defects before commencement of litigation. Chapter 64 RCW (sections 1 – 7) contains important requirements you must follow before you may file a lawsuit for defective construction against the builder of your home. Forty-five days before filing an action or lawsuit, you must deliver to the builder a written notice of any construction conditions you allege are defective and provide the builder the opportunity to make an offer to repair or pay for the defects. You are not obligated to accept any offer made by the builder. There are strict deadlines and procedures under state law, and failure to follow them may affect your ability to file a lawsuit.

MAINTENANCE MANUAL, BUYER’S MAINTENANCE OF STRUCTURE & LIMITATIONS ON CLAIMS

Effective July 27, 2003, under House Bill 2039, the Washington Legislature made significant changes to the law concerning many different matters including but not limited to, a buyer’s duty to maintain a house after it is built, unforeseen acts of nature during the construction process, a builder providing a maintenance manual to customers and limitations on the types of lawsuit that can be filed by customers concerning alleged construction defects. If you would like a complete copy of House Bill 2039, it will be provided to you upon request.

The following is a list of some defenses that Curtis Lang Custom Homes, Inc. may be able to assert in the event of a claim filed by a buyer. The following list is by no means exclusive:

(1) Persons engaged in any activity defined in RCW 4.16.300 may be excused, in whole or in part, from any obligation, damage, loss, or liability for those defined activities under the principles of comparative fault for the following affirmative defenses:

(a) To the extent it is caused by an unforeseen act of nature that caused, prevented, or precluded the activities defined in RCW 4.16.300 from meeting the applicable building codes, regulations, and ordinances in effect at

the commencement of construction. For purposes of this section any “unforeseen act of nature” means any weather condition, earthquake, or manmade event such as war, terrorism, or vandalism;

(b) To the extent it is caused by a homeowner’s unreasonable failure to minimize or prevent those damages in a timely manner, including the failure of the homeowner to allow reasonable and timely access for inspections and repairs under this section. This includes the failure to give timely notice to the builder after discovery of a violation, but does not include damages due to the untimely or inadequate response of a builder to the homeowner’s claim;

(c) To the extent it is caused by the homeowner or his or her agent, employee, subcontractor, independent contractor, or consultant by virtue of their failure to follow the builder’s or manufacturer’s maintenance recommendations, or commonly accepted homeowner maintenance obligations. In order to rely upon this defense as it relates to a builder’s recommended maintenance schedule, the builder shall show that the homeowner had written notice of the schedule, the schedule was reasonable at the time it was issued, and the homeowner failed to substantially comply with the written schedule;

(d) To the extent it is caused by the homeowner or his or her agent’s or an independent third party’s alterations, ordinary wear and tear, misuse, abuse, or neglect, or by the structure’s use for something other than its intended purpose;

(e) As to a particular violation for which the builder has obtained a valid release;

(f) To the extent that the builder’s repair corrected the alleged violation or defect;

(g) To the extent that a cause of action does not accrue within the statute of repose pursuant to RCW 4.16.310 or that an actionable cause as set forth in RCW 4.16.300 is not filed within the applicable statute of limitations. In contract actions the applicable contract statute of limitations expires, regardless of discovery, six years after substantial completion of construction, or during the period within six years after the termination of the services enumerated in RCW 4.16.300, whichever is later;

(h) As to any causes of action to which this section does not apply, all applicable affirmative defenses are preserved.

(2) This section does not apply to any civil action in tort alleging personal injury or wrongful death to a person or persons resulting from a construction defect.

THIS WARRANTY IS GIVEN IN LIEU OF ANY EXPRESS OR IMPLIED WARRANTY OTHERWISE PROVIDED UNDER THE LAWS OF WAHINGTON, INCLUDING THE WARRANTIES OF FITNESS, MERCHANTABILITY OR LIABILITY.

This warranty is dated this _____ day of _____, 20____. We understand that at the time of our Walk-Through with Curtis Lang Custom Homes, Inc. Superintendent, that we are responsible for reviewing and inspecting the home and initialing a *Walk-Through List.

Purchaser	Curtis Lang Custom Homes Inc
	Contractor’s License #CURTILC077NF
	23175 224th Pl SE Suite A _____
	Maple Valley WA 98038
Purchaser	(425) 432-3284
	(rev. 11/05)