



# UNOFFICIAL COPY

**NEW HORIZON HOMES, INC.**  
**HOMEOWNERS**  
**LIMITED WARRANTY**

**CERTIFICATE OF WARRANTY**

ISSUED TO: BUYERS: Chad J. Taylor and Donna L. Taylor

SELLER: New Horizon Homes Builder, Inc.

LOCATION OF DWELLING HOUSE COVERED BY THIS WARRANTY:

16434 Willow Drive, Lemont, Illinois 60439

- I. NEW HORIZON HOMES, INC.**, hereinafter called the "Warrantor" does hereby warrant to the buyer, identified above, for a period of **(12) months** from the date of occupancy, or from the date of title transfer, whichever occurs first, the following:
1. The above located Dwelling House to be free of structural defects that may result from faulty workmanship and/or defective materials furnished or installed by the Warrantor, its agent, sub-contractors and supplies.
  2. The Basement, if any, to be free of infiltration by sub-surface water through walls and floors. Cracks in foundation walls or floor of basement, if any, will be repaired only if infiltration of free water exists: **This warranty does not cover cracking or scaling of the concrete flat work (which includes, but is not limited to, side walks, patios, driveways, basement and garage floors) except when such infiltration is due to:**
    - a. Condensation, floods or improperly maintained window wells;
    - b. Holes or openings placed in basement walls or floors by anyone other than the Warrantor or its authorized agent;
    - c. Alteration of yard grades, drainage slopes or swales by anyone other than the Warrantor or its authorized agents;
    - d. Failure by the Buyer (s)/Owner (s) to maintain yard grades and drainage slopes and swales, as installed by the Warrantor.
  3. The Roof and Roof Flashings to be free of water leaks except:
    - a. Those leaks which occur due to acts or circumstances beyond the Warrantor's control;
    - b. Those leaks that occur as the result of events or occurrences normally covered by "Homeowners" or "Fire and Extended Coverage" insurance.
  4. The Plumbing System to be installed in accordance with accepted plumbing standards and all supply and drain lines to be free of leaks and stoppages, except:
    - a. Faucet leaks that occur more than thirty (30) days after occupancy;
    - b. Stoppages that result from Buyer (s)/Owners(s) misuse or negligence.
  5. The Heating System to be designed and installed in accordance with standard heat-loss factors and good practice and to maintain an average 70 degree (F) temperature in all habitable rooms when exterior temperatures are above 10 degrees (F) below zero and the wind velocity is 15 miles per hour or less.
  6. The Central Air Conditioning System, if any, to be designed and installed to maintain an average 75-degree (F) temperature in all habitable rooms when the exterior temperature does not exceeds 90 degrees (F).
  7. The Appliances if any, installed by the Warrantor shall be warranted in accordance with and limited to the manufacturer's warranty.
  8. The Interior and Exterior Doors and wood floors installed by the Warrantor shall be warranted in accordance with and limited to, the manufacturer's warranty as promulgated by the National Woodwork Manufacturers Association. Wood paneled doors or floors shall not be warranted against shrinkage of panels. Humidifiers are recommended.

The Warrantor further warrants that it shall correct any defects or deficiencies in item's covered by Paragraphs one (1) through eight (8) above, provided the Buyer(s)/Owner(s), or their agents, shall not have altered, modified, or removed any such item or part thereof.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OF SELLER, EXPRESS OR IMPLIED, AND INURES ONLY TO THE BENEFIT OF THE PURCHASER WHO HAS SIGNED AND APPROVED THIS WARRANTY.

This warranty is subject to the following terms, conditions and exclusions, all of which is a part hereof.

**II. INSPECTION PROCEDURE**

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- A. A pre-occupancy inspection (walk thru) of the home is to be made before closing with the Purchaser when the home is ready for occupancy. This inspection is to be made by the Purchaser in the company of a service representative of the Seller. Items, which need to be corrected, shall be listed in an inspection report, which shall be signed by the Purchaser and the service representative. The Purchaser shall retain a copy of the report.
- B. Seller shall attempt to correct all of the items listed in the walk thru report prior the closing. The existence of open or uncompleted items shall not be a cause for delay of closing.
- C. Corrections of defects which are not listed on the inspection reports or were not apparent at the time of pre-occupancy inspection will be dealt with as follows: Purchaser shall give Seller a list of items to be corrected. Seller will use reasonable diligence and shall correct all items within thirty (30) days of receipt of the list. Emergency matters may be called into the Seller who will correct the defect as soon as possible. This warranty is good for (3) months from the date of closing and the Purchaser must give the Seller written notice of any defect within the (3) month period for it to be covered by this warranty.

## WARRANTY EXCLUSIONS

The following exclusions and limitations apply to Seller's warranty obligations:

- A. All chips, scratches or mars on such items as tile, woodwork, kitchen cabinets, mirrors, walls, porcelain, glass, (including breakage or cracks), plumbing fixtures, granite, plastic laminated counter tops, handles, cultured marble tops, lighting fixtures, doors or kitchen appliances must be noted on Seller's pre-occupancy inspection form or they will not be covered under this Warranty.
- B. Nail pops or cracks in the walls and ceilings do not result from faulty workmanship or defective materials, But, they will be repaired, but not repainted after one year.
- C. The concrete work is warranted to cover the correction of any leaks appearing within (12) months. Cracks and chips are not covered by this warranty and the Seller is not responsible for their repair unless they cause leaks (visible water) within (12) months of closing. This warranty does not cover cracking or scaling of the concrete flat work (which includes, but is not limited to, sidewalks, patios, driveways, basement and garage floors) or foundation walls.
- D. Warranty service is not available to correct the results of ordinary wear and tear, misuse or neglect or failure to provide proper maintenance. Such service is not available if a correction is requested after items involved are modified by Purchase. Seller does not warranty any items, which are installed pursuant to the direct contract or agreement between the Purchaser and any party other than the Seller.

## III. APPLIANCES

All appliances are supplied with manufacturer's instructions and warranties. It is recommended that the manufacturers' instruction pamphlets be read and followed. Seller is not responsible for the performance of manufacturers' warranties and in the event of operation defects, the Purchaser should contact the manufacturer directly.

## IV. CONSUMER PRODUCTS

This warranty does not cover any appliances, piece of equipment, or other items which are or which may be considered as a consumer product for purposes of the Magnuson-Moss Warranty Act (15 USC Sec. 2301 through 2313, as amended from time to time) and Seller does not adopt any other warranty of any such consumer product made by the manufacturer or supplier thereof whether or not assigned to Purchaser.

## IV. OTHER ITEMS

Seller does not assume responsibility for any secondary or consequential damage caused by any defect. No step taken by Seller to correct defects shall act to extend the warranty beyond the warranty period. No representative of the Seller has the authority to enlarge this warranty or to make verbal agreements. Seller assumes no responsibility for damage caused by anyone allowed to enter the Home other than Seller or his authorized agents. This warranty is not assignable and any attempted assignment shall be null and void.

## V. NOTICES

All notices which Purchaser and Seller may wish to give pursuant hereto shall be in writing and shall be mailed return receipt requested, to NEW HORIZON HOMES, INC., P.O. BOX 406, Lemont, IL.

**SIGNATURES ON FOLLOWING PAGE.**

