Dear Homeowner,

Congratulations on the purchase of your new home.This is probably the largest, most important single investments you have ever made, and we wish you many years of enjoyment.

Your warranty does contain exclusions and limitations. It is just as important for you to understand these exclusions/limitations as it is for you to understand your coverages.

Take a minute now to read this booklet in its entirety. This booklet defines the Warranty’s responsibilities to you and your responsibility to your home. It is vital that the homeowners perform required maintenance. Without such maintenance this Warranty will be voided. Southern Builders development, LLC. will be happy to answer any questions you may have about the warranty or specific construction standards and how they apply to your home. Please read this booklet in its entirety before sending in any warranty requests.

Again, congratulations and enjoy your new home.

Very Truly yours,



Aaron Woodacre

Southern Builders Development, LLC

|  |  |
| --- | --- |
| Logo  Description automatically generated  **SOUTHERN BUILDERS DEVELOPMENT, LLC**  LIMITED CONSTRUCTION WARRANTY |  |



**I. Introduction**

Southern Builders Development, LLC is happy to provide the following warranty on your new home. This is a limited one-year warranty and only covers the items outlined herein. It should be understood by the purchaser that every newly constructed home needs maintenance to prolong the life of the home. It is the purchaser’s responsibility**,** not the builders, to maintain your home. Regular maintenance includes such items as preserving soil drainage conditions, caulking, cleaning, resealing, or repainting of finished surfaces as necessary and routine maintenance of mechanical systems. Any damage which has been caused by or worsened by neglect, abnormal use, or improper maintenance and operation of the home, or said property will not be covered by this agreement.

Commencing on the closing date of your home and subject to the terms and conditions listed herein, Southern Builders Development LLC warrants that for a period of one year your home will be free from defects due to non-conformity with the warranty standards set forth in this agreement. With respect to fixtures, appliances and items of equipment, the warranty is for one year or the manufacturer's warranty. The one-year warranty is for the original buyer and does not transfer to a new homeowner.

### How to make a Warranty Service Request:

Please visit our website at SBDofTN.com/ warranty request to fill out a non-emergency request

form, or email us at [SBDofTN@gmail.com](mailto:SBDofTN@gmail.com) and we will email or mail a blank request form to you.

We ask that you wait eleven weeks before sending your first list and that you send in your next and final request in the eleventh month after purchase. We will make every effort to complete your list within 30 days of receipt; however other demands on our personnel may cause some delay and we ask for your patience.

In addition to the forms, a list of the telephone numbers of the electrician, plumber and heating and air conditioning companies will be attached to your panel box. For problems in these areas, we ask that you contact them directly and make your own arrangements.

In an emergency, contact Southern Builders Development, LLC directly.

**Right of Access:**

You must provide Southern Builders Development LLC with reasonable weekday access during normal business hours (8a.m. — 5p.m.) in order to perform its obligations. Failure by you to provide such access to Southern Builders Development LLC may relieve the Company of its obligations under this warranty.



### Exclusions:

The following are not covered under this warranty agreement.

1. Any claim reported to Southern Builders Development LLC. later than 30 days after the expiration date of your warranty (which is 365 days from the final closing date of the

purchase of your home).

1. Loss or damage caused to the home, persons or property directly or indirectly by insects, birds, vermin, rodents, or wild domestic animals.
2. Any loss or defect which arises while the home is used primarily for nonresidential purposes.
3. Loss or damage caused by soil movement, including subsidence, expansion or lateral movement of the soil (including flood and earthquake) that which is covered by any other insurance or for which compensation is granted by legislation.
4. Normal deterioration or normal wear and tear.
5. Any deficiencies in or damage caused by material or work supplied by anyone

other than the Builder or its employees, agents, or subcontractors. 

1. Damages or losses not caused by a defect in construction of the home by the Builder or its employees, agents, or subcontractors, but resulting instead from acts or omissions of the Homeowner, his agents, employees, licensees, invitees, accidents, riots, civil commotion, nuclear hazards, acts of God or nature, fire, ice damming, explosion, blasting, smoke, water escape, windstorms, hail, lightning, falling trees, aircraft, vehicles, flood, mud slides, sinkholes, faults, crevices, earthquake, including land shock waves or tremors before, during or after a volcanic eruption.
2. Loss or damage resulting from Homeowner’s failure to perform routine maintenance.
3. Loss or damage resulting from, or made worse by, changes in the grading of the property surrounding the home by anyone except the Builder or its employees, agents or subcontractors, or changes in the grading or drainage resulting from erosion or subsidence.
4. Loss or damage resulting from, or made worse by, modifications or additions to the home, or property under or around the home, made after commencement of the term of this Agreement (other than changes made in order to meet the obligations of this Agreement).
5. Landscaping: trees, shrubs or grass are the Homeowner’s responsibility.

# Concrete drives or walkways: concrete driveways or wall ‘ways may crack and this will not be repaired by Southern Builders Development LLC



1. Nail pops and sheet rock cracks.
2. Squeaky floors.
3. Builder will not warrant plank flooring installed in bathrooms and/or kitchens due to water damage. This includes any adjacent flooring that may have been damaged by water.

**Disputes and Arbitration**

If any dispute shall arise between the Parties as to the Construction Project or this Agreement, or

Any amount due hereunder, that cannot be resolved by the Parties or at mediation, then the

same be resolved by binding arbitration pursuant to the commercial arbitration rules of the American Arbitration by a panel of three (3) arbitrators. Each party hereto shall select one (1) arbitrator and the final arbitrator shall be jointly selected by the two (2) arbitrators selected by the Parties. Binding arbitration shall be initiated by a written demand for arbitration served upon the other Party within a reasonable time after the dispute or claim has arisen, but in no event after the applicable statute of limitations for a legal or equitable proceeding has run. Any award issued upon such arbitration shall be final and binding upon the parties and shall be enforceable in any court having jurisdiction. This agreement to arbitrate shall be governed by the Uniformed Arbitration Act. (Tenn. Code Ann. 29-5-301 et seq.) and may be confirmed in any court having jurisdiction. The location of any such arbitration shall be Johnson City, Tennessee. The cost of any mediation or arbitration conducted pursuant to the Agreement shall be borne equally by the Parties hereto. The substantially prevailing party in any dispute arbitrated pursuant to this Agreement shall be entitled to recover from the other party reasonable attorneys’ and expert fees, arbitration costs, etc. incurred by the substantially prevailing party in connection with such dispute.

In as much as this Agreement provides for mandatory arbitration of disputes, if any party commences litigation in violation of this Agreement, such party shall reimburse the other parties to the litigation for their costs and expenses including attorney’s fees incurred in seeking dismissal of such litigation.

Southern Builders Development LLC. shall have 60 days after receipt of the arbitration award in which to comply with the arbitrator’s decision. Repairs will be commenced as soon as possible and will be completed within 60 days with the exception of any seasonal repairs or items that would reasonably take more than 60 days to complete.

Southern Builders Development LLC. will complete such repairs or replacement with diligence but without the necessity of incurring overtime or weekend expenses.

# MOST COMMON MAINTENANCE ITEMS IN A NEW HOME NOT COVERED BY ANY HOMEBUILDERS WARRANTY

## Every new Homeowner has the responsibility to maintain their home in order to preserve the beauty and functionality of that new home. Please take a few minutes to read the W/A Warranty Manual in order to understand what items are warranted and what items are considered Homeowner maintenance. Also, listed below are the most

common callbacks after closing that are not warranted. Please read them and make ' sure that they meet with your satisfaction prior to closing.

## \*\* THIS WARRANTY IS NON-TRANSFERABLE \*\*

* 1. LANDSCAPING
  2. WOOD FLOOR VIBRATION

## SOFT GROUND IN SWALES

* 1. SCRATCHES ON HARDWOOD
  2. CHIPS AND SCRATCHES ON COUNTERTOPS
  3. CHIPS AND SCRATCHES ON CABINETS
  4. SCRATCHES OR TEARS IN VINYL FLOORING
  5. DEAD GRASS OR YARD WASHOUTS
  6. THERE IS NO WARRANTY ON CONCRETE EXCEPT THE TOLERANCES REFERENCED IN WARRANTY STANDARDS SECTION A, ITEM 3.

## WATER INTRUSIONS OR FOUNDATION PROBLEMS DUE TO

GRADE ALTERATIONS OR LACK OF LANDSCAPE MAINTENANCE

## MAINTENANCE OF ALL CAULKING

* 1. MAINTENANCE OF ALL TILE GROUT
  2. VISIBLE SEAMS, WEAR MARKS OR FADING OF CARPET
  3. REPLACEMENT OF BUSHES AFTER CLOSING
  4. PAINT TOUCHUPS, NAIL POPS, CRACKS IN CAULKING
  5. STANDING WATER LESS THAN 48 HOURS AFTER RAIN
  6. CABINET DOORS NOT MATCHING EXACTLY
  7. TOWEL BARS AND CLOSET SHELVING PULLED FROM WALL
  8. TRAPPED MOISTURE OR DISCOLORED CONCRETE

## There are many resources available to help you learn the many techniques of home maintenance. Also, our Field Managers or Warranty Technicians will be happy to answer any questions you may have at the time of your orientation.

Purchaser

Purchaser

## Date

Date

## Address

 

WARRANTY STANDARDS

This section establishes the standards by which it will be determined whether your home has a problem which is covered by this Agreement and the obligation of the Builder to correct those defects. Where specific standards and obligations are not set forth, the standard shall be the accepted industry practice for workmanship and materials.

The applicability of warranty coverage is conditioned upon the purchaser's proper maintenance of the home, common elements, and surrounding property to prevent damage due to neglect, abnormal use or improper maintenance.

Potential Problems

1. MASONRY AND CONCRETE
   1. Concrete Foundation

wall cracks

* 1. Cracks in block or veneer walls (blocks, bricks, and mortar joints).
  2. Cracks in concrete basement floors.
  3. Vertical or horizontal movement of concrete floor slabs or joints.

s Cracks in attached garage slab.

1. Concrete floor in rooms designed for living, having pits, depressions or unevenness.
2. Concrete slab cracks which cause finished floor coverings to rupture.

Comments

Shrinkage or settlement cracks are common and should be expected within certain tolerances.

Settlement cracks are common and should be expected within certain tolerances.

Shrinkage (hairline) cracks are common and should be expected within certain tolerances.

Concrete floor slabs are engineered to move at expansion and contraction joints.

Shrinkage cracks are common and should be expected.

Slopes purposefully created for drainage are not covered.

Builders Obligation

Any cracks greater that 1/8 inch in width will be repaired by surface patching or pointing.

Builder is not responsible for color variations.

Any cracks greater than 3/8 inch in width will be repaired by surface patching or pointing. Builder will not be responsible for color variations.

Any cracks greater than 1/4 inch in width or 1/4 inch in vertical displacement will be repaired by surface

patching or removing and replacing of effected areas only.

NONE



Cracks exceeding 1/4 inch in width or 1/4 inch in vertical displacement will be

repaired by patching or removing and replacing of effected

areas only.

If the unevenness exceeds 1/4 inch in a 32-inch measurement, it will be corrected.

The problem will be corrected so that the defect is not readily noticeable.

**Potential Problem Comments**

1. Powdering, scaling or pitting If the problem is caused by

of concrete (aggregate showing erosion due to salt, chemicals or loose). or unusual weather, the Builder

is not responsible.

1. Vertical or horizontal separation Minor separation is normal of stoops away from the house. as is minor puddling of rain

water.

1. LOT GRADING AND DRAINAGE

Builders Obligation

If the deterioration occurs under normal use and conditions, the Builder will repair it.

Separation of more then 1 inch will be repaired as will excessive water puddling.

1. Ground settlement around foundation, utility trenches or other filled areas.
2. Improper grades and

swales which cause standing water and affects the drainage in the immediate area surrounding the home which may affect the foundation.

1. Water in crawl space areas.
2. Landscaping

Ground settlement should not disrupt water drainage away from the house, although settlement around the foundation at utility trenches and other filled

areas of up to 6 inches should be expected. In all cases, the purchaser is responsible for the removal and replacement of shrubs, grass, etc.

After normal rainfall, water should not stand in yard for more than 24 hours nor 48 hours in swales.

No decision regarding coverage will be made while frost or snow saturation exist on the ground.

The Builder cannot prevent water from collecting or draining under crawl space. However, water should not stand under crawl space.

It is the homeowner's responsibility water, re-seed when necessary, fertilize and maintain the lawn

and shrubs. Dormant sodded lawns also need water. Landscaping is not covered under the warranty.

Problems with landscaping should be noted and addressed before

closing. Trenches formed from washouts after heavy rain are not warranted.

If the final grading was performed by the Builder, he will replace and fill in excessively settled areas only once.

The Builder is responsible for establishing the proper grades and swales; after that, the purchaser is responsible for maintaining them.

Builder will provide a point where water may drain out.



NONE



1. FOUNDATION **WATERPROOFING**
   1. Water leaking into basement.

Dampness of floors and walls 1s common and not covered by this warranty. The Builder will not be responsible if the

cause is improper landscaping, maintenance or negligence by the purchaser.

Actual leakage of water (actual flow and accumulation) into the basement will be corrected.

Potential Problem

* 1. Inadequate ventilation of

###### crawl spaces.

* 1. Condensation on walls, joists, support columns and other components of the crawl space, basement or cellar.

1. CARPENTRY (ROUGH-IN)
   1. Walls that bulge, bow or are out-of-plumb.
   2. Floor squeaks or subfloor appears loose.

**Comments**

Adequate ventilation of the space between the bottom of the floor joists and the earth under the building is important to minimize vapor build-up in the crawl space area. This ventilation may be provided by a sufficient number of ventilation openings, or other approved method of ventilation. The maximum net area of ventilation openings shall be according to local codes.

The movement of water vapor

from the ground below a foundation (including crawl spaces, basements and cellars) may cause the introduction of large amounts

of water by evaporation from the ground. These conditions are beyond the Builder's control.

Excessive vapor build-up may cause condensation on the structural components of the foundation. Maintaining adequate ventilation and moisture control is considered as routine

maintenance and is the responsibility of the purchaser.

All interior and exterior framed walls have minor differences. Walls which bulge or bow in excess of 1/4 inch within a 32-inch measurement (floor to ceiling or wall to wall) is a defect.

A squeak proof floor cannot be assured. Floor squeaks and loose sub-flooring are often temporary and passing conditions caused by lumber

shrinkage or temperature changes.

An isolated floor squeak is not a defect, unless caused by a

defective floor joist in the system.

Builders Obligation

The Builder shall correct to meet warranty standard.

NONE

The Builder will correct to meet warranty standard.

For large areas of floor squeaks or floor squeaks caused by a defective floor joist, the Builder will correct within reasonable repair capability. Where a finished ceiling exists under the floor, the corrective work may be attempted from the floor side. Where necessary,

the Builder will remove the finished floor materials to make the repair and reinstall.

Potential **Problem**

* 1. Uneven wood framed floors.

1. INSULATION
   1. Inadequate insulation
   2. Air infiltration from electrical outlets.
2. ROOFING
3. Roof leaking
4. Leaks in gutters and downspout leaders.
5. Water stays in gutters.
6. Insufficient attic or roof ventilation.

Comments

Uneven floor joists existing high or low areas exceeding 1/4 inch within a 32-inch distance, measuring perpendicular to the high or low area is a defect.

Floor slope which exceeds 1/240

of the width or length within a room, measured in the direction of the slope, is a defect. Example, the slope in a room ten feet wide may not exceed 1/2 inch.

This warranty assures that your insulation will meet the applicable energy code requirements.

Electrical connection boxes are backed by the exterior wall, which may cause air infiltration. This is common in new construction.

The roof should not leak and

no leaks should arise from flashings, except where snow and ice are allowed to build up. Prevention of snow and ice buildup is the purchaser’s responsibility.

Gutters and leaders should not leak. However, during heavy

rains, overflow should be expected. The purchase is responsible for keeping the gutters and leaders open and free from debris.

Purchaser is responsible for keeping gutters and leaders open and free from debris.

Attic space shall have adequate ventilation. This may be accomplished by providing a natural ventilation area equal lo 1/150 of the attic area. When an accepted vapor barrier is installed on the warm side of the ceiling, net

Builders Obligation

The Builder will correct to meet the warranty standard.





Builder will install sufficient insulation to meet the applicable code requirements.

NONE



All roof and flashing leaks not caused by snow and ice buildup or other neglect by the purchaser will be repaired. The Builder is not responsible for color variations. Builder is not responsible for any leaks

which occur from a major storm.

Leaks not caused by purchaser's neglect will be repaired.

Builder will repair so that if free from debris, the standing water depth will not exceed 1 inch.

Builder will correct to meet the warranty standard.

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Potential Problems

1. Leakage of elements through ridge attic] overs, vents, including ridge and soffit vents.

###### SIDING AND CAULKING

* 1. Exterior trim poor workmanship.
  2. Wall leaks due to caulking

shrinkage.

* 1. Exterior joint separation of siding, delimitation of

veneer siding or loose siding.

* 1. Paint or stain peels or fades.

Comments

free cross-ventilation area may not be less than 1/300 of the attic area to be ventilated. The net free cross- ventilation area may not be less than 1/300 of the attic area required to be ventilated. When at least 50% of the required to be ventilating

area is provided by ventilators located in the upper portion of the space to be ventilated and at least

3 feet above eaves or cornice vents, with the balance of the required ventilation to be provided by

eaves or cornice vents.

Even when properly installed, wind driven snow and rain may enter through vents. This is not a defect.

Separation at joints in the exterior trim, and bemeans the trim and the *surfaces* of exterior siding or masonry should not exceed 3/8 inch. Siding, trim and masonry must be capable of excluding the elements.

All caulking shrinks and replacement Are a purchaser’s maintenance item.

Loose siding due to improper installation, or separation of delimitation due to improper workmanship and materials is a defect. Separated, lose or delaminated siding due to improper maintenance is not a defect.

Exterior paints and stains should not peel or deteriorate during the

Builder’s Obligation



If leakage is due to poor workmanship or materials the Builder will correct.

The Builder will correct by caulking or other methods.

NONE

The Builder will correct to meet warranty standards. Exact match cannot be assured. The Builder is not responsible for discontinued colors, styles or textures.

The Builder will match as closely as possible.

The Builder will correct to meet warranty standards.

**Potential Problems** Comments

first year of warranty coverage. However, some fading is normal and is caused by weathering.

Varnish or lacquer on the exterior will deteriorate quickly and is not covered by this warranty. Mildew and fungus on siding are caused by climatic conditions or nearby bodies of water, and are not covered by this warranty.

1. **CHIMNEYS** AND FIREPLACES

Builder’s Obliqation

If peeling or deterioration affects 75% of a wall, the entire wall will be refinished the exact color and texture cannot be assured. The Builder will match color and texture as closely as possible.

1. Air infiltration around fireplace.
2. Black soot on siding.
3. Temperature exterior vent

pipe.

1. Cracking of firebrick.
2. Water and wind infiltration into

the firebox.

1. Direct Vent Fireplaces
2. Cracked or damaged fireplace surround (slate)

Builder doe$ not insulate chimney box. Some air infiltration should be expected.

Some minor soot should be expected but major soot should be brought to Builder’s attention as flame levels vary.

This pipe will be extremely hot when fireplace is in use.

It is expected the heat will cause

cracking.

A certain amount of water and wind infiltration can be expected under certain weather conditions, such as during wind driven rains and snow. This is beyond the Builder’s control and is not a defect. Air infiltration around the firebox is not warrantable.

###### Please refer to user information

booklet to avoid damage or injury.

Cracks, tears, ships etc. should

##### be noted at preoccupancy orientation.

###### NONE

As necessary per manufacturers specs.

NONE

NONE

###### NONE

NONE

NONE

Potential Problems

1. WINDOWS AND DOORS
   1. Warpage of doors.
   2. Shrinkage of door panels.
   3. Door panel splits.

4, Glass breakage.

1. Garage door malfunctions.
2. Rain or snow enters through garage door.

#### Windows do not operate.

1. Drafts around windows and doors.

Comments

Some warping cupping, bowing or Misting, especially

of exterior doors, is normal and is caused by surface temperature

changes. Such warping, cupping, twisting or bowing, however, should not cause the doors to

become unusable or allow entrance of the elements. The amount of warp, bow, cup or twist shall be measured by placing a straight edge, taut wire or string on the suspected concave face of the door at any angle (horizontal, diagonal

or vertical). The measurement of the warp, bow, cup or twist shall be made at the point of maximum distance between the bottom of the straight edge taut wire or string and the face of the door, allowing for recesses in the door from glazing or panels. The

warp, bow, cup or twist shall not exceed 1/4 inch.

Expansion and contraction is normal and may cause unfinished surfaces to appear.

Some splitting is normal and should be expected within certain tolerances. The splitting should not allow the entrance of light.

This is not covered by your warranty. You should inspect your property and bring any glass breakage to the Builder’s attention prior to occupancy.

Following proper installation, maintenance is the purchaser's responsibility.

The Builder will install the door to meet the manufacturer's specifications. Some entrance of the elements should be expected under certain weather conditions.

Reasonable pressure should open and close windows.

#### Some draft is normal and can be corrected with storm windows.

Builder’s Obliqation

Defective doors will be repaired or replaced and the finish matched *as* closely as possible.



NONE

The Builder will correct to meet warranty standards. The Builder will match the the finish as closely as possible; an exact match cannot be assured.

NONE

The Builder will correct to meet warranty standards.

The Builder will correct, if necessary, to meet warranty standards.

The Builder will correct to meet warranty standards.

The Builder will correct to meet warranty standards.

Potential Problems

1. Condensation and frost on windows.

#### Water infiltration around doors and windows.

1. Screen panels do not fit properly, screen mesh is torn or damaged.
2. INTERIOR WALLS & TRIM
   1. Pantry workmanship trim.
   2. Wall or ceiling cracks.

Comments

Minor alterations to adjustable thresholds, weather-stripping and other elements are considered as routine maintenance and are the responsibility of the purchaser.

Defective weather-stripping and improperly fitted windows and doors are a defect.

Condensation or frost on windows is caused by temperature differences between the interior and the exterior of the home, as well as the personal living habits of the occupants. These conditions are beyond the control of the Builder and will not be considered a defect.

Windows and doors should be installed in accordance with the manufacturer’s specifications, or other acceptable method. No water should pass beyond the interior face of the unit or flow into the wall area or the room. All caulking materials expand and contract due to temperature variations and dissimilar materials. Maintenance of weather- stripping and caulking is considered

as routine maintenance and is the responsibility of the purchaser.

If a pre-closing walk-through is performed defects, such as, rips or gou9es in the screen mesh must be documented in

writing to the Builder by purchaser

##### prior to occupancy.

Some separations in joints

and moldings and bemeans moldings and adjacent surfaces is normal

and should be expected within certain tolerances.

Hairline cracks and seams to tape cracks, along with other slight imperfections are normal and should be expected within certain tolerances. Nail pops are common and are due to contractions and expansion

of lumber products. They are beyond the Builder’s control and are not covered by this Warranty.

Builder’s Obligation



##### NONE

NONE

The Builder will correct improperly fitted screen panels. Defects, such as rips and gouges will be corrected if properly documented.

Separation in excess of 1/4 inch will be corrected by caulking and other methods.

Cracks exceeding 1/8 inch in width will be repaired as needed. The Builder is responsible for repainting only the affected area unless the majority of a wall is affected. Color will be matched as closely as possible.

Potential Problems

* 1. Cracking of ceramic tile.
  2. Wallpaper

##### FLOORING AND COVERING

* 1. Separation bemeans finished floor boards.
  2. Nails popping through resilient flooring.
  3. Sub-floor imperfections causing ridges or depressions in resilient flooring.
  4. Floor covering becomes loose or bubbles.
  5. Gaps in seams of resilient coverings.

##### Comments

Cracking of grout joints is common and is a home maintenance item.

Wallpaper is not warranted. Any problem with wallpaper Should be addressed before closing.

Separation not exceeding 1/4 Inch is normal and should be expected.

Only nails which have broken through the Floor covering

will be repaired.

Minor ridges or indentations not exceeding 1/8 inch are common and should be expected. The ridge or indentation is measured by placing a 6-inch straight edge perpendicularly over the ridge

or indentation, with three inches of the straight edge extending over the imperfection, while tightly holding the other three inches to the floor.

Minor gaps and separations not exceeding 1/8 inch are common and should be expected.

Builder’s Obligation

Broken tiles will be replaced and excessive cracking of grout joints will be repaired once. Builder is not responsible for discontinued patterns or colors or for variations in colors.

###### NONE

Builder will correct to meet

warranty standards.

The nails pops will be repaired and the covering repaired or replaced in

the area damaged. Builder is not responsible for discontinued patterns or colors, but will match as

closely as possible. An exact

match cannot be assured.

The Builder will correct

to meet warranty standards. The affected area only will be corrected, including the affected floor covering. The Builder is not responsible for discontinued patterns or colors, but will match as closely as possible. An

exact match cannot be assumed.

###### The affected area will be

repaired or replaced. Builder is not responsible for discontinued patterns or colors or for variations in color.

The Builder will correct the affected area only to meet warranty standards. The Builder is not responsible for discontinued patterns or colors or for variations in color. An exact match cannot be assured.

Potential Problems

* 1. Gaps in carpet seams.

Comments

##### Seams will be apparent. Spoiling or fading of carpet is not covered by this warranty. Gaps at seams should not be apparent.

Builder’s Obligations

Visible carpet seams are not a defect. The Builder will repair any openings or gaps in the seams.

1. **CABINETS AND COUNTER TOPS**
   1. Chips, cracks, scratches Cracks, chips and scratches not or delamination to vanity or reported to the Builder prior to kitchen countertops, including occupancy will not be covered by porcelain and fiberglass this warranty.

fixtures or cabinets.

* 1. Cabinet doors or drawers warp. Minor warpage is common and

should be expected within certain tolerances.

* 1. Cabinet separates or drawers Some separation is common and warp. should be expected within certain

tolerances.

###### GRANITE AND SOLID SURFACE COUNTERTOPS:

The Builder will not correct.

Warpage in excess of 1/4 inch from the face of the cabinet will be corrected.

Separation in excess of 1/4 inch will be corrected.

1. Ships, cracks, scratches.

##### COOLING AND HEATING

* 1. Insufficient cooling.
  2. Insufficient heating.

Cracks, chips and scratches not reported to the Builder prior to occupancy will not be covered by this warranty.

Where applicable, the cooling system should be able to maintain a temperature of 78 degrees (measured 5 feet above the center of the floor) under local outdoor ASHRAE specifications. In the case of excessive outdoor temperatures, a 18 degree

difference is acceptable. Purchaser is responsible for minor adjustments such as balancing dampers and registers. All rooms will vary in temperature by 3 or 4 degrees.

This is acceptable.

The heating system should be able to maintain a temperature of 70 degrees (measured 5 ft. above the center of the floor) under local outdoor ASHRAE

specifications. Purchaser is responsible for minor adjustments such as balancing dampers and registers. On extremely cold days, a 5 to 6 degree difference between the actual inside temperature and the thermostat settling is acceptable. All rooms will vary in temperature by 3 to 4 degrees. This is acceptable.

###### The Builder will not correct.

The Builder will correct the system to meet warranty standards.

The Builder will correct the system to meet the warranty standards.



##### Potential Problems

* 1. Ductwork noise.

1. PLUMBING
   1. Pipes freeze and burst.
   2. Plumbing fixtures, appliances and trim fittings leaks or malfunctions.

###### Pipe noise.

* 1. Cracks or chips in porcelain fiberglass (or manufactured marble).

###### Hot water distribution will vary from faucet to faucet.

1. ELECTRICAL
   1. Outlets, switches or fixtures

##### fails.

###### Consistently blown fuses or circuit breakers kicking off.

1. SEPTIC SYSTEM
   1. Septic system fails.

Comments

When metal ducts heat and cool, some noise will result. Very loud noise known as oil canning is not acceptable.

Purchaser is responsible for maintaining suitable temperatures in the home to prevent pipes from freezing. Proper winterization, including drainage pipe lines and supplying outside faucets, is a homeowner’s maintenance item.

Expansion and contraction caused by water flow will cause noise which is to be expected.

The purchaser should inspect these Items before taking occupancy and report them to the Builder prior to occupancy.

Up to several minutes at any given fixture is normal.

#### The Builder is not responsible if caused by the purchaser over- loading the system. Ground-fault circuit-interrupters (GFCl’s) are designed to kick off as necessary for safety reasons. This is not considered as a defect.

Freezing, soil saturation, underground springs, water run-off, excessive use and increase in the water table are among the causes not covered by this warranty.

###### Builder’s Obligations

Builder with correct the oil canning noise only.

Builder will correct if defect is caused by defective workmanship or materials Builder is not responsible

if temperature goes below 10°F determined by the National Weather Service.

Leaks or malfunctions in faucets, valves, appliances and trim fittings caused by defects in materials or workmanship will be corrected.

Loud, hammering noises will be corrected.

The Builder will be responsible for these items only if reported prior to occupancy.

The Builder will correct defective outlets, switches and fixtures.

###### The Builder will correct defects caused by improper workmanship and materials only.

Builder will repair or replace faulty workman- ship and materials and conform with the Sewage Enforcement Officer’s instructions as per design and installation only.

This warranty constitutes a binding agreement between builder and homeowner. This warranty must be signed prior to closing. In the event the purchaser does not agree to any to any and all parts of this warranty, the contract for the purchase of the home becomes void. Southern BuildersDEVELOPMENT, LLC will not provide any other warranty or implied warranty. This warranty supersedes any other warranty, either written or oral. This warranty is non-transferrable.

**It is the customer’s responsibility to identify items based on this warranty. Customer warranty claim must be made in writing to Southern Builders DEVELOPMENT, LLC and mailed to the following address:**  **Southern Builders Development, LLC 1104 Broad Leaf Dr,**

**Johnson City, Tn 37601**

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**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE Southern Builders Development, LLC**

I (we) have received a copy of Southern BuildersDEVELOPMENT, LLC WARRANTY

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**DATE Buyer**

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**DATE Buyer**