



LEXAR HOMES EXCLUSIVE 3-5-LIMITED LIFETIME WARRANTY

SECTION 14 WARRANTY: The following is Lexar Home's Warranty in its entirety. This Warranty is applicable to the Original Owner as occupant and is non-transferable. This Warranty is given in lieu of any express or implied Warranty otherwise provided under the laws of the state where purchased, including the warranties of fitness, merchantability or habitability. These terms shall be strictly enforced by the Arbitrator. Throughout this 3-5-Limited Lifetime Warranty, the words "Lexar Homes", "Lexar", "we", "us", and "our" refer to the Lexar Homes office/Franchise in which the home was purchased as noted on line one of the AGREEMENT. The words "Owner", "Homeowner", "you", and "your" refer to the person(s) who entered into the Lexar Homes AGREEMENT by proof of their signature on the AGREEMENT. "Performance standards" and "Industry standards" referenced within this warranty conform to those of the International Residential Code, the International Building Code, your site locations local jurisdictional code and the NAHB Residential Construction Performance Guidelines.

3 YEAR FOUNDATION TO ROOF TOP: Lexar warrants for thirty six (36) months that your home's standard elements will conform to industry performance standards and be free of defects. This includes the material and installation of the roofing, doors, windows, siding, plumbing fixtures, electrical trim, heating systems, ventilation system, garage door, insulation, drywall, cabinets, interior doors and trim, hardware, countertop surfaces, flooring, shelving and lighting (excluding light bulbs). In the event a deficiency occurs during the applicable coverage period, the requirements set forth in the "Terms" Section of this Warranty must be followed for the Warranty to be valid. Lexar Homes will not be responsible for subsequent damage when proper notice is not given of initial defect. Exclusions to the aforementioned are listed in the "Exclusion" section of this Warranty.

5 YEAR MECHANICAL WARRANTY: Lexar warrants for sixty (60) months that all portions of the heating system, water piping system and electrical system of your home will conform to industry performance standards and be free of defects. In the event a deficiency occurs during the applicable coverage period, the requirements set forth in the "Terms" Section of this Warranty must be followed for the Warranty to be valid. Lexar Homes will not be responsible for subsequent damage when proper notice is not given of initial defect. Exclusions to the aforementioned are listed in the "Exclusion" section of this Warranty.

LIMITED LIFETIME STRUCTURAL WARRANTY: Lexar warrants that for **As Long As You Own Your Home**, your home will conform to industry performance standards (as set forth by jurisdictional building codes at such time that your home was constructed) and be free of major structural defects affecting the health or safety of the inhabitants. "Major Structural" is defined as the major load-bearing portion of a home; which is defined as the framing members and structural elements that transmit both dead and live load of the home to the supporting ground. Examples are roof trusses and rafters, floor joists, bearing partitions, supporting beams, columns, basement and foundation walls and footings. Structural defect is defined as a defect affecting the health or safety of the inhabitants. In the event a deficiency occurs during the applicable coverage period, the requirements set forth in "Terms" Section of this Warranty must be followed for the Warranty to be valid. Lexar Homes will not be responsible for subsequent damage when proper notice is not given of initial defect. Exclusions to the aforementioned are listed in the "Exclusion" section of this Warranty.

PROPER HOME MAINTENANCE IS REQUIRED: Lexar Homes has provided you with a comprehensive **General Home Maintenance Guide** and product specific manuals and warranties from various manufacturers. Maintaining your home per this guide and per the manufacturer's warranties will assure that the home is being maintained in a proper fashion and meets the stated requirements of the Warranty. Failure on the part of an Owner to properly maintain their home will result in loss of Warranty. Lexar Homes assures a properly constructed home; however, you as the homeowner must actively participate in maintaining your investment. Please refer to this guide for direction in performing monthly, pre-winter and summer maintenance along with the Manufacturers Warranties for proper care of said items.

TERMS: Warranty will start from the earlier date of: Certificate of occupancy/final sign-off on the building permit, Owner taking (partial or total) occupancy (as defined by the state), Final payment to Lexar Homes or Owner moving or storing items or materials in the area or areas affected by construction. Any Warranty claim by the owner may only occur during this Warranty period. To be eligible for coverage, any and all Warranty claims must be in written format and sent via certified mail to the General Manager of the Lexar Homes office where the home was originally purchased. Any such claim must be completed during the Warranty coverage period or said warranties are considered waived. Warranty work performed by Lexar does not extend the Original Warranty. The Warranty is void if a person or firm other than Lexar Homes performs or re-performs any work within the scope of this Warranty. In the event a deficiency occurs during the applicable coverage period, we will, upon receiving proper written notice from you, inspect the deficiency within a reasonable time to confirm and confer coverage for the stated deficiency. If it is determined that the cause of the stated defect was unknown, ignored or proper notice withheld from the onset of said occurrence then Lexar will not warrant the damage caused by such defect or may only accept a partial claim. Upon confirmation of a deficiency, we, or a third party designated by us will repair, replace, or pay you the actual cost of repairing the deficiency. The decision to repair, replace, or to make payment to you is our sole option. Manufactured or consumer products such as the roofing materials, hardware, windows, heating and mechanical systems, appliances and/or fixtures that were provided by Lexar Homes per contract order are not separately warranted by Lexar Homes. In the event that you encounter a defect in a manufactured or supplied product, Lexar Homes will assist you in securing repair or replacement of these products pursuant to the particular manufactures or distributor's Warranty for up to five years from the "Warranty Start Date" as defined above. When we repair a deficiency, the repair will include the correction or replacement of only those surfaces, finishes, and coverings damaged by the deficiency. Any replacement or repair completed is to be with like materials of those used at the time the home was originally constructed. The repair of these items will be to approximately the same condition they were in prior to the deficiency occurring, but not necessarily to a like new condition. We cannot guarantee an exact match to the surrounding area(s) due to such factors as fading, aging and/or availability of like materials.

EXCLUSIONS: Lexar Homes warrants that your home has been built to meet an elevated level of building standards and should perform as such. We construct the home in accordance with industry practice at time of construction, which assures quality of materials and workmanship. Likewise, the validity of any homeowners' claims for defects shall be determined on the basis of industry practice and any conciliation or arbitration of such claims shall be conducted accordingly. The laws of building science cannot be changed, so at Lexar, we embrace them and want to properly educate you regarding such practices to properly prepare you for what can happen to your home: Expansion, contraction and settling are acts of nature that cannot be stopped; an explanation of this and the affects thereof are explained in detail on page 1 of the **Lexar Homes General Home Maintenance Guide**. Although Lexar has a firm understanding of building science phenomena and the natural uncontrollable properties of such, this Warranty excludes the following: 1. Normal wear and tear or normal deterioration in accordance with industry standards for elements such as A. Discoloration, erosion and cracking of tile, grout or concrete (foundations or flatwork). B. Floor squeaks, moans and deflection within design tolerances. (Floors are nailed or stapled and glued to reduce squeaking or moans: however, Owners should be aware that it is virtually impossible to "squeak-proof" a wood floor structure.) C. Moisture, mold, mildew, moss, fungi or the effects thereof. D. Variations in color, grain and texture in any real wood or embossed products, plumbing fixtures or other finished products. (All items that are stained will normally have a variation of colors because of the different textures and species of woods or other man made material.) E. Cracks, truss lift and nail pops in sheet rock caused by normal shrinkage and settling. F. Expansion and contraction of siding. (Note: all building materials change dimension with changing weather conditions.) G. Cracking, checking or spreading of building materials due to the drying process is normal and occurs naturally. (These may appear either during or after construction. The Owner is responsible for any resulting maintenance or repairs.) H. Caulking and/or grout in bathtubs, shower stalls, ceramic tile surfaces, counter tops and exterior joints crack and/or bleed. These conditions are normal. (Standard maintenance or repairs are the Owner's responsibility). I. Landscaping, grading, bulkheads, earth movement or instability of soil or earth. J. Adjustments to doors, pocket doors or shower doors. K. Painting, caulking, sealing or cleaning required due to Warranty work performed is the sole responsibility of the Owner. 2. Any damage to the extent it is caused or made worse by neglect, improper maintenance or improper operation. (Frost Free hose bib shaft splits are excluded due to freezing.) 3. Any damage to the extent it is caused or made worse by your failure to take timely action in emergent cases to minimize loss or damage. 4. Any defect in or caused by, materials or work supplied by anyone other than Lexar, our employees or sub-contractors. 5. Accidental loss or damage from acts of nature such as, but not limited to, radon or other natural occurring gasses, fire, smoke, flood, changes which are not reasonably foreseeable in the level of the underground water table, windstorms, ice storms, hail, lightning, falling trees, earthquakes, settling soils. 6. Insect or rodent damage. 7. Dampness or condensation due to your failure to maintain adequate ventilation. 8. Changes, alterations, or additions made to the home by anyone other than Lexar Homes before or after initial occupancy except those performed by us under this Warranty. 9. Consequential damages to personal property are excluded; consequential damages to real property as a result of a defect or repair of a defect shall be included with proper verification of resulting damages.

INSURED HOMEOWNERS NAME: _____ **DATE:** _____

ADDRESS: _____

