

# ***Ashby Construction, Inc. One Year Limited Warranty***

## **"EXHIBIT F"**

While we at Ashby Construction, Inc. strive to build a defect free home, we are realistic enough to know we may make mistakes and, regardless of how well we build our home, some problems may arise.

In order to protect you against any mistakes we make and against certain types of problems that may arise in any event, Ashby Construction provides you with the following limited warranty protection. This warranty includes one (1) year of materials and workmanship protection.

Set forth on the following pages are certain procedures for making a warranty claim, explanation of our warranty coverage, along with background information and homeowner maintenance suggestions and Ashby Construction's Suggested Homeowner Maintenance Schedule.

We suggest that you read this information carefully. All of this information becomes part of your agreement with Ashby Construction, and it is important that you understand the terms of that agreement. Remember, inspecting your house is your responsibility as well as properly reporting defects. If you have any questions regarding standards or procedures, contact Ashby Construction, Inc., at (307) 472-0146 or at 210 S. Jackson St., Casper, WY 82601. For your own protection, to comply with the terms of your warranty as well as for reasons of accuracy, **non-emergency items for which you request service must be reported in writing.** Send requests to Ashby Construction, Inc., 210 S. Jackson St., Casper, WY 82601.

### **PLEASE REMEMBER, ALL WARRANTY REQUESTS MUST BE IN WRITING**

#### **Limited Warranty Reporting Procedures**

Ashby Construction requests that you wait at least six months before sending in your first Service Request for non-emergency items. This will allow you sufficient time to become settled in your new home and to thoroughly examine all components. In any case, all warranty requests must be received by their office before the 1 year anniversary of the closing on the home.

#### **Six Month Service**

Six Months after your closing, a warranty list of non-emergency items should be sent to Ashby Construction's main office. Ashby Construction will then contact you to review your warranty list and any concerns you may have. In order for our service program to operate at maximum efficiency, as well as for your own convenience, we suggest that you wait six months prior to submitting your warranty list. This allows you sufficient time to become settled in your new home and to thoroughly examine all components.

#### **Emergency Service**

Emergency, as defined by the warranty, includes the following:

1. Total loss of heat when the outside temperature is below 45 degrees. (Call Ashby Construction and the heating subcontractor).
2. Total loss of electricity. (Check with utility company prior to reporting this circumstance to Ashby Construction or electrician.)

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3. Plumbing leak that requires the entire water supply be shut off. (Call Ashby Construction and the plumbing subcontractor.)
4. Total loss of water. (Again, check, with your water department to be certain the problem is not a general outage in the area.)
5. Roof leak that permits water to enter the living area. (Call Ashby Construction and catch the water to prevent consequential damages)
6. Gas leak. (Vacate the house and contact your utility company. Then contact Ashby Construction.)

In case of emergency, call the party indicated above. During business hours, call the Ashby Construction warranty office. After hours, weekends, or holidays, call the necessary subcontractor directly and leave a message with the Ashby Construction, Inc. office at 307-472-0146 to inform us of the situation.

### **Warranty Service**

If you wish to initiate non-emergency warranty service, submit a written warranty request. A form is enclosed for your convenience, but any written document containing the required information will suffice. All requests must be submitted in writing to the office prior to the anniversary of the closing and must be accompanied by one (1) Warranty Certificate.

### **Warranty Certificates**

You have received two (2) original Warranty Certificates at closing which are included in your Warranty Book. With each warranty request submission you make, one original Warranty Certificate **MUST** be included with that request for warranty. If a certificate is not included with the request, you will receive notice from our office within 10 days that a certificate was not received with your submission. We are unable to process your warranty request without a certificate attached to the submission, so to avoid delays in service, please remember to attach a certificate before submitting your request. If you need to make more than two (2) warranty requests within your One Year Home Warranty period, we will still honor your subsequent requests, we will just need to verify that both of your Warranty Certificates have been turned in to Ashby Construction, Inc., prior to processing the additional warranty requests.

If, prior to the expiration of your One Year Home Warranty with Ashby Construction, Inc., you have submitted one (1) or less requests for Warranty, you may redeem any remaining original, unused certificates to our office for their cash value. The Original Certificates **MUST** be received by our office prior to their expiration date or they will become null and void. Upon verification, a check for the cash value of any certificates redeemed for cash will be sent to the address on the certificate within 10 days of receipt. Please make sure to give us your correct Mailing Address so there are no delays.

### **Service Processing Procedures**

You can help us to serve you better by including complete information.

1. Name, address, phone numbers where you can be reached during business hours.
2. Community name and lot number and/or address for your home.
3. One (1) Original Warranty Certificate attached to each request.
4. A complete description of the problem. For example, "Guest bath - cold water line leaks under sink." NOT, "plumbing problem in bathroom."

You will receive a written confirmation of receipt of your Service Request within 10 working days. An Ashby Construction representative will contact you for an inspection appointment in 10 working days.

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1. Appointments are available Monday through Friday, 8:00 a.m. to 4:00 p.m.
2. The items listed in your written request will be inspected to determine appropriate action.
3. If subcontractors are required to complete repairs, Ashby Construction will notify the appropriate companies and you will be contacted to schedule the needed work.

## **Items NOT Covered By One Year Ashby Construction Limited Warranty**

Certain damage and defects are not covered by the One Year Ashby Construction Limited Warranty. Please read the following pages and be aware of your responsibilities as a homeowner.

1. Ashby Construction is not responsible for damage to personal property that is directly or indirectly the result of defects or deficiencies in your home. For example, if a slab moves sufficiently to qualify, Ashby Construction will repair or replace it; but the homeowner is responsible for moving all his belongings ahead of time. Likewise, if flooding or water damage occurs in the basement, Ashby Construction is not responsible for any personal property damage that occurs.
2. Ashby Construction is not responsible for any damage caused or made worse as a result of:
  - a. Negligence, abuse, misuse or improper maintenance or operation by anyone other than an authorized Ashby Construction representative.
  - b. Noncompliance with the warranty requirements of appliances and equipment manufactured by anyone other than Ashby Construction, its agents or subcontractors.
  - c. YOUR FAILURE TO NOTIFY ASHBY CONSTRUCTION IN WRITING, DURING THE WARRANTY PERIOD.
  - d. Landscaping that does not follow the guidelines set forth in this manual, done by anyone other than an authorized Ashby Construction representative.
  - e. Homeowner negligence in maintaining your home and/or your yard.
  - f. Changes in grade or swales around your home as a result of work done by anyone other than an authorized Ashby Construction representative.
  - g. Finish done in your basement that is done by anyone other than an authorized Ashby Construction representative.
  - h. Not following the recommendations contained in this manual may jeopardize your One Year Limited Warranty.
  - i. Any mechanical or electrical modification done by anyone other than an authorized Ashby Construction representative.
  - j. Introduction of excessive water into soils surrounding your home, including by lawn or landscape irrigation, by anyone other than Ashby Construction.
  - k. Your failure to take timely action to minimize loss or damage.
3. Ashby Construction is not responsible for any faulty workmanship or materials supplied by anyone other than an authorized Ashby Construction representative.
4. Ashby Construction is not responsible for normal deterioration resulting from everyday use, normal contraction, shrinkage and/or expansion of materials.
5. Ashby Construction is not responsible for any loss or damage if it is not directly caused by a defect in construction (materials or workmanship) of the home by Ashby Construction representatives. For example, if the loss or damage is due to an accident or an act of God, including, but not limited to, fire, explosion, smoke, changes in underground water table, glass breakage, wind storm, hail, lightning, dust, excessive blowing dirt or debris, falling trees, insects, animals, aircraft, vehicles, flood or earthquake, then Ashby Construction is not responsible.

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6. Ashby Construction is not responsible for checking fuses, breakers, lighting pilots, changing batteries in smoke detectors or checking and replacing furnace filters.
7. If an Ashby Construction-installed sprinkler system should break, it is the responsibility of the homeowner to maintain proper and adequate landscape maintenance until corrections can be arranged and completed.
8. Ashby Construction is not responsible for light bulbs.
9. Ashby Construction is not responsible for cracked or broken glass.
10. Ashby Construction is not responsible for cracked panels or globes in light fixtures.
11. Ashby Construction is not responsible for any homeowner modification (e.g. decks, paint, wallpaper, homeowner installed concrete, finished basements, etc.)
12. Ashby Construction is not responsible for sinks, tubs, plumbing fixtures, countertops, cabinet doors, light fixtures, mirrors, glass, windows, screens, tile, carpet, hardwood, resilient flooring, doors, wall surfaces, and finish on appliances. Defects in these items, which are called "appearance" items, are usually readily detectable in the Pre-Closing Orientation Inspection. These are items that are most likely damaged during the move-in process and, therefore, will not be warranted cosmetically after the Pre-Closing Orientation.
13. Ashby Construction is not responsible for sprinkler head adjustment or timer adjustment.
14. Ashby Construction is not responsible for exterior faucets that freeze and break in cold weather and subsequent damage or faucet failure.
15. Ashby Construction is not responsible for expenses incurred by homeowner for outside repair service/work arranged by the homeowner without Ashby Construction's prior written consent.

### **Remedies**

Ashby Construction shall determine, at its sole discretion, the method of correction of items covered under this Warranty, including but not limited to: repair, replacement or payment of a sum reasonable for the cost of repairing or replacing. **ASHBY CONSTRUCTION INC.'S TOTAL LIABILITY UNDER THIS WARRANTY IS LIMITED TO THE PURCHASE PRICE OF THE HOME.**

Corrections made by Ashby Construction to warranted defects in materials or workmanship will not extend the applicable term of this One Year Limited Warranty.

### **Consequential or Incidental Damages**

Consequential or incidental damages are not covered by this One Year Limited Warranty and are expressly denied and waived.

### **Dispute Settlement/Arbitration**

Any dispute, controversy or claim between Ashby Construction and purchaser arising after the Closing on the home and relating in any way to this One Year Limited Warranty, or Ashby Construction's design, planning, supervision, inspection, construction or observation of construction of the home, shall

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be settled by arbitration by the American Arbitration Association under its Construction Industry Arbitration Rules, and the judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The decision of the arbitrator shall be accompanied by a written explanation of the decision.

Ashby Construction warrants the materials and workmanship on the following pages for a period of one year from the date of closing provided written notice is given to Ashby Construction within the period of one year from the date of closing.