

PERRY HOMES EXPRESS LIMITED WARRANTY

DATE: 03/26/2019

PURCHASER(s): Frederick William Burkhardt

PROPERTY ADDRESS: 21438 ROSE LOCH LANE

Perry Homes welcomes you as a prospective owner of a Perry Home. We recognize that you are making a significant investment by purchasing this home and that is why Perry Homes is providing you the Perry Homes Express Limited Warranty ("Warranty"). A copy of the Warranty is being provided by means of removable media and is also available online at www.perryhomes.com.

This document is not intended as a substitute for the actual Warranty. It will, however, generally describe the Warranty. You should investigate the Warranty more thoroughly by reviewing the copy of the Warranty provided to you.

- The Warranty sets out information about the warranties applicable to new home construction.
- The Warranty sets out some homeowner responsibilities, exceptions and exclusions.
- The Warranty sets out the performance standards for components of a home subject to a minimum warranty of two years for workmanship and materials, plumbing, electrical, and heating and air-conditioning and ventilation delivery systems.
- The Warranty sets out the performance standards for major structural components subject to a minimum warranty period of ten years.
- The Warranty defines the implied warranty of habitability.
- The Warranty explains that there are different warranty periods for different components of the home:
 - Two years for workmanship and materials, plumbing, electrical, heating, air-conditioning and ventilation delivery systems;
 - Ten years for major structural components of the home; and
 - Ten years for the warranty of habitability.
- As the title suggests, the Warranty is a **LIMITED WARRANTY**. It does not cover all of the things that may go wrong with your home. Some of the components that make up your home are not covered by the Warranty at all. Of those components that are covered, many are covered for a shorter period of time than ten (10) years.
- Even though a particular component of your home may be covered by the Warranty, it is possible that the particular problem you are having with that component does not require that any action be taken under the Warranty.
- The Warranty sets out some of the responsibilities that are required of the homeowner.

Once you take possession of your new home, you are in control of a number of environmental and maintenance factors. Failure to exercise all reasonable precautions and homeowner maintenance could result in damage situations for which Perry Homes might not be responsible.

The following are some examples of your homeowner maintenance obligations:

- You should not change, or allow others to change, any drainage patterns; nor should you, through inadequate maintenance, permit the drainage slopes to "degrade" due to settlement. This will assure that any water falling on the lot will flow positively away from the home foundation and slab.
- Roof drainage system must be maintained, intact, clear-flowing and discharging away from your home, as initially installed.
- You must exercise your best efforts to assure that the moisture content of the soils supporting your home is relatively constant. This can, and must, be accomplished by managing the condition of the soils within a five (5') foot "zone" around the perimeter of your home. This area must not be allowed to dry excessively, nor should excessive water be allowed to accumulate in this zone.
- You should contact Perry Homes regarding matters that you think are covered by the Warranty. Perry Homes invites you to submit warranty requests online at www.perryhomes.com.

Your signature is your acknowledgment that you have read this document and received a copy of the Warranty. **BETWEEN NOW AND THE CLOSING, YOU SHOULD REVIEW THE WARRANTY CAREFULLY SO THAT YOU WILL UNDERSTAND EXACTLY WHAT IS – AND WHAT IS NOT – COVERED BY THE WARRANTY.** Please understand that while the Perry Homes sales staff is available to assist you in any way it can, the interpretations stated by those persons regarding the meaning or the scope of the Warranty cannot and will not bind Perry Homes if that person's interpretations are inaccurate.

You, as Purchaser(s), and Perry Homes, as Seller, agree that the construction standards set forth in the Warranty, shall, to the extent allowed by law, constitute the sole and exclusive standards for the manner, performance and quality of construction for the home you are purchasing, except as otherwise agreed in writing by an authorized representative of Perry Homes.

PURCHASER(S):

DocuSigned by:

Signature of Purchaser

Signature of Purchaser

PERRY HOMES:

DocuSigned by:

Signature of Sales Professional

Lupe Hernandez
Print Name