



# WARRANTY

Seller warrants all construction on the premises for a period of 12 months from the date of occupancy to be of good quality, free of defects in workmanship and materials. Provided, however, that this warranty shall not cover circumstances beyond the control of the contractor. Buyer must give written notice of any defect within the warranty period. All notices shall be delivered to Seller at their place of business. Seller will inspect the construction and, where defects in material or workmanship appear, will make reasonable repairs to cure such defects without cost to Buyer. Seller shall assign to Buyer all assignable warranties made to it by subcontractors and suppliers relative to services, materials and equipment incorporated in any construction. All manufactured items installed by Seller carry those warranties provided to purchasers by their manufacturers and no other warranties. This is the only warranty given by the seller and there are no other warranties, expressed or implied, including warranties of merchantability.

The Builder does not assume responsibility for any of the following, all of which are not covered by this limited warranty:

- a) Consequential or incidental damages.
- b) Defects in appliances and equipment that are covered by manufacturer's warranties.
- c) Damage resulting from fires, floods, storms, electrical malfunction, accidents, acts of God; or damages from alterations, misuse or abuse of covered items by any person; or damage resulting from the Owner's failure to observe any operating instructions furnished by the Builder at the time of installation; or damage resulting from a malfunction of telephone, gas company, power company, or water company or lines. This limited warranty does not cover damage caused by wind driven snow or rain, which makes its way through the ridge, gable or soffit venting.
- d) Damage due to ordinary wear and tear, abusive use, or lack of proper maintenance of your home.
- e) Defects that are the result of characteristics common to the materials used, such as (but not limited to) warping and deflection of wood, fading, chalking, and checking of paint due to sunlight; cracks due to drying and curing of concrete, stucco, plaster, bricks, and masonry; drying, shrinking and cracking of caulking and weather-stripping.
- f) Defects in items installed by you, or anyone else, except KBH Homes, LLC or subcontractors hired by KBH Homes, LLC.
- g) Work done by you, or anyone else, except KBH Homes, LLC or subcontractors hired by KBH Homes, LLC.
- h) Conditions resulting from condensation on, or expansion or contraction of, material.
- i) Paint applied over newly plastered interior walls.
- j) We recommend that you do not install storm doors on the steel entry doors. Excessive heat builds up between the two doors and can damage the steel entry door. The warranty does not cover any damage to the steel entry door resulting from the use of a storm door.
- k) The Contractor does not guarantee concrete or asphalt unless there is a material defect documented by an independent materials testing company. Shrinkage or settlement cracks in foundation walls are common and should be expected within certain tolerances. Any cracks greater than 1/8 inch in width will be repaired by surface patching or pointing. Any cracks causing structural problems or leakage will be repaired according to industry standards.
- l) Any landscaping provided by KBH Homes, L.L.C

This limited warranty is extended to you the first purchaser of the home; it is not transferable. When you sell the home or move out, this limited warranty automatically terminates.

IN WITNESS WHEREOF, the undersigned have executed this warranty as of:

KBH Homes, LLC

Date: \_\_\_\_\_

Address: \_\_\_\_\_

Home Buyer: \_\_\_\_\_

\_\_\_\_\_  
 A. Kurt Hamersma, Member or  
 Brian Hamersma, Member  
 960 West River Center Drive, Suite A  
 Comstock Park, MI 49321  
 (616) 785-0902  
 License No: 2102149476

**THIS WARRANTY SUPERSEDES ANY AND ALL OTHER WARRANTIES AND IS THE ONLY WARRANTY GIVEN BY THE BUILDER.**