



LIMITED WARRANTY AGREEMENT

This Limited Warranty Agreement is extended by **SNT Homes LLC** the **Builder** to _____ the Purchaser, who is the original Buyer of the property at the following address: Lot 9,

1. COVERAGE

The Seller warrant that all construction related to the unit substantially conforms to the specifications and change orders for the job. Within one (1) year from the date of closing, or occupancy by the Purchaser, whichever is first, the Seller will repair or replace, at the Seller's option, any latent defects in material or workmanship by the standards of construction relevant in Horry County. A latent defect is defined as one which was not apparent or ascertainable at the time of occupancy. The Purchaser agrees to accept a reasonable match in any repair or replacement as set forth hereto. Any claim for breach of this Warranty must be brought within one (1) year from date of closing or occupancy by the Purchaser, whichever is first.

2. EXCLUSIONS FROM COVERAGE

This Limited Warranty does not cover the following items:

- a. Damage resulting from fires, floods, storms, electrical malfunctions, accidents or Acts of God.
- b. Damage from alterations, misuse, or abuse of the covered items by any person.
- c. Damage resulting from the Purchaser's failure to observe any operating instructions furnished by the Seller at the time of installation.
- d. Damage resulting from the malfunction of equipment or lines of the telephone, gas, power, or water companies.
- e. Any items listed as Non-Warrantable Conditions on the list that is incorporated into this Contract, the Purchaser acknowledges receipt of the list of Non-Warrantable Conditions.
- f. Any item furnished or installed by the Seller, including appliances or equipment that are covered by the manufacturer's warranties. The Seller hereby assigns (to the extent that they are assignable) and conveys to the Purchaser all warranties provided by the manufacturer on manufactured items such as appliances and equipment that have been installed or included in the purchase of the Property. The Purchaser accepts this assignment and acknowledges that the Seller's only responsibility relating to such items is to lend assistance to the Purchaser in settling any claim resulting from the installation of these products. Following are examples of such appliances and equipment though not every home includes all of these items and some homes may include appliances and equipment not on this list: Refrigerator, range, washing machine, dishwasher, garage disposal, ventilating fan, HVAC equipment, water heater, microwave, light fixtures.
- g. Conditions resulting from condensation on or expiration or contraction of materials
- h. Defects that are the result of characteristics common to the materials used, such as (but not limited to) warping and deflection of wood, fading caulking, 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.

3. LIMITATION OF WARRANTY

This warranty is personal to the original Purchaser and does not run with the unit of the items contained in the house. The original Purchaser may not assign, transfer, or convey this warranty.

4. OBTAINING SERVICE

It shall be the policy of the Seller to warrant the Purchaser’s unit according to the following guidelines:

- a. All requests for warranty service shall be in writing. The only exception will be in the case of emergencies such as plumbing leaks, etc.
- b. If the service needed is mechanically related (i.e. plumbing, HVAC, electrical appliances), the homeowner should call the subcontractor/supplier directly according to the subcontractor/supplier directly according to the subcontractor/supplier list supplied in the closing package.
- c. Requests of non-emergency or cosmetic items must be made in writing within sixty (60) days of closing.
- d. The Seller will begin performing the obligations under this Warranty within a reasonable time of the Seller’s receipt of any such request and will diligently pursue these obligations. Repair work will be done during the Seller’s normal working hours except where delay will cause additional damage. The Purchaser agrees to provide the Seller of Seller’s representative access to the unit.

5. NO OTHER WARRANTIES

The Purchaser acknowledges that they have thoroughly examined the unit to be conveyed, and have read and understand the Limited Warranty and that the Seller has made no guarantees, warranties, understandings, nor representations nor have any been made by any representative of the Seller that are not set forth in this document.

I acknowledge having received, read and understood the contents of this Limited Warranty.

Purchaser Date

Purchaser Date

Builder Date

NON-WARRANTABLE CONDITIONS

This statement of conditions that are not subject to the Seller's Warranties explains some of the changes and needs for maintenance that may occur in a new house over the first year or so of occupancy. A house requires more maintenance and care than most products because it is made of many different components, each with its own special characteristics.

The Purchaser understands that, like other products made by humans, a house is not perfect; it will show some minor flaws and unforeseeable defects, and it may require some adjustments and touching up. As described in the Limited Warranty provided to the Purchaser of which this statement of Non-warrantable Conditions is made a part, the Seller will correct certain defects that arise during defined time periods after construction is completed. Other items that are not covered by the Seller's Warranties may be covered by the manufacturer's warranties.

Some conditions, including (but not limited to) those listed in this statement of Non-Warrantable Conditions, are not covered under the Seller's Warranties. The Purchaser should read these carefully and understand that the Purchaser has not contracted for the Seller to correct certain types of maintenance (a) that are the responsibility of the Purchaser and (b) that could lead to problems if they are neglected.

The following list outlines some of the conditions that are not warranted by the Seller. The Purchaser should be sure to understand this list. If the Purchaser has any questions, they should ask the Seller and feel free to consult an attorney before signing the acknowledgement.

1. CONCRETE

Concrete foundations, steps, walks, drives, and patios will develop cracks that do not affect the structural integrity of the building. These cracks are caused by characteristics of the concrete itself. No reasonable method of eliminating these cracks exists. This condition does not affect the strength of the building.

2. MASONRY AND MORTAR

Masonry and mortar can develop cracks from shrinkage of either the mortar or the brick. This condition is normal and should not be considered a defect.

3. WOOD

Wood will sometimes check or crack or the fibers will spread apart because of the drying out process. This condition is most often caused by the heat inside the unit or exposure to the sun on the outside of the unit. This condition is considered normal and the Purchaser is responsible for any maintenance or repairs resulting from it.

4. SHEETROCK AND DRYWALL

Sheetrock and drywall will sometimes develop nail pops or settlement cracks. These nail pops and settlement cracks are a normal part of the drying process. These items can easily be handled by the homeowner with spackling during normal redecorating. However, if the homeowner wishes, the Seller will send a worker at the end of one (1) year following closing to make the necessary repairs. The Seller's repairs will not include repainting.

5. FLOOR SQUEAKS

After extensive research and writing on the subject, technical experts have concluded that much has been tried, but that little can be done about floor squeaks. Generally, floor squeaks will appear and disappear over time with changes in the weather and other phenomena.

6. FLOORS
Floors are not warranted for damage caused by neglect or the incidents of use. Wood, tile, and carpet all require maintenance. Floor casters are recommended to prevent scratching or chipping of

wood or tile, and stains should be cleaned from carpets, wood, or tile immediately to prevent discoloration. Carpet has a tendency to loosen in damp weather and will stretch tight again in drier weather. Reflective cracks in floor tile may occur if the concrete subfloor underneath develops a crack as described in Item 1 – Concrete. Since there is no reasonable method for removing cracks from concrete, so it is with resulting reflective cracks in the floor tile.

7. CAULKING

Exterior caulking and interior caulking in bathtubs, shower stalls, and ceramic tile surfaces will crack or bleed somewhat in the months after installation. These conditions are normal and should not be considered a problem. Any maintenance or repairs resulting from them are the Purchaser's responsibility. All caulking should be checked and replaced on an annual basis.

8. BRICK DISCOLORATION

Most bricks may discolor because of the elements, rain run-off, weathering, or bleaching. Efflorescence – the formation of salts on the surface of brick wall – may occur because of the Passage of moisture through the wall. Efflorescence is a common occurrence, and the homeowner Can clean these areas as the phenomenon occurs.

9. BROKEN GLASS

Any broken glass or mirrors that are not noted by the Purchaser on the final inspection form are the responsibility of the Purchaser.

10. FROZEN PIPES

The Purchaser must take precautions to prevent the freezing of pipes and sillcocks during cold weather, such as removing outside hoses from sillcocks, leaving faucets with a slight drip and turning off the water system if the house is to be left for extended periods during cold weather.

11. STAINED WOOD

All items that are stained will normally have a variation of colors because of the different textures of the woods. Because of weather changes, doors that have panels will sometimes dry out and leave a small space of bare wood, which the purchaser can easily touch up. These normal conditions should not be considered defects.

12. PAINT

Good quality paint has been used internally and externally on this unit. Nevertheless, exterior paint can sometimes crack or check. The source of this defect is most often something other than paint. To avoid problems with the paint, Purchaser should avoid allowing lawn sprinklers to hit painted areas, washing down painted areas, and so on. Purchaser should also not scrub latex-painted inside walls and be careful of newly painted walls as they move furniture. The best paint will be stained or chipped if it is not cared for properly. Any defects in painting that are not noted at final inspection are the Purchaser's responsibility. Exterior paint should be checked annually and repainted.

13. COSMETIC ITEMS

The Purchaser has not contracted with the Seller to cover ordinary wear and tear or other occurrences subsequent to the construction that affect the condition of features in the unit. Chips, scratches, or mars in tile, woodwork, walls, porcelain, brick, mirrors, plumbing fixtures, marble and Formica tops, lighting fixtures, kitchen and other appliances, doors, paneling, fiberglass tubs and showers, siding screens, windows, carpet, vinyl floors, cabinets and the like that are not recognized and noted by the Purchaser at the final inspection are non-warrantable conditions, and the upkeep of any cosmetic aspect of the unit is the Purchaser's responsibility. Also, de-silvering and black edging of mirrors are not warranted.

14. PLUMBING

Dripping faucets, toilet adjustments, and toilet seats are covered by the Seller’s warranty for a one (1) year period only. After that, they are the Purchaser’s responsibility. If the plumbing is stopped up during the warranty period and the person servicing the plumbing finds determines actions of the Purchaser are the cause of the problem, the Purchaser will be billed for the call.

15. DRAINAGE AND ALTERATIONS TO GRADING

All yards will be graded to drain away from the unit. Any disruption or alteration by the Purchaser will void this warranty. There can and often will be standing water in drainage ditches and swales.

16. LAWN AND SHRUBS

The Seller accepts no responsibility for the growth of grass and shrubs. Once the Seller grades, seeds, and/or sods the yard, the Purchaser must water the plants and grass the proper amount and plant ground cover where necessary to prevent erosion. The Seller will not re-grade a yard, nor remove or replace any shrubs or trees, except for those that are noted as diseased at the final inspection.

17. ROOF

During the first year the warranty on the Purchaser’s roof is for the workmanship and materials. After that the warranty on the roof is for material only and is prorated over the period of lifetime use of the roof. Warranty claims for any defects of materials will be handled with the manufacturer. The Seller will not be responsible for damages caused by walking on the roof.

18. HEATING AND AIR CONDITION

The Purchaser’s source of heating and air conditioning is covered by a manufacturer’s warranty. The Purchaser is responsible for making sure the filters are kept clean and changed on a 30-day basis. Failure to do so may void the warranty. Having the equipment serviced or checked at least yearly is advised.

19. ROADS AND CURBING

Roads and curbing are not warranted to the Purchaser as the road right-of-way and drainage easements are dedicated and ownership is transferred to the H.O.A. Nothing should be placed in drainage easement other than grass.

Purchaser Date

Purchaser Date

Builder Date

Warranty Information

HVAC - (843-)

Plumbing - (843-)

Electric - (843-)

Pool and Pool Service - (843-)