



SUBMITTING A WARRANTY CLAIM

1. Visit www.koeconstruction.com
2. Click “Warranty”
3. Fill Out the Form with the Request!

A member of our team will be in touch within 24-48 hours to coordinate the repair.

Please Note: Our team is not in the office on weekends or major holidays, so please allow extra time for response in these scenarios.

Acknowledgment of Receipt of Home Warranty

Buyer: _____

Address: _____

I hereby acknowledge that I have received a copy of the One-Year Limited Warranty provided by KOE Construction LLC for the property stated above.

I understand the terms and conditions outlined in the warranty and am aware of my rights and responsibilities as the homeowner. I also acknowledge that this warranty is exclusive to me as the original buyer and is not transferable. I am aware that any alterations or modifications to the property may void certain provisions of the warranty.

By signing below, I confirm my receipt and understanding of the KOE Construction LLC One-Year Limited Warranty.

(Buyer)

(Buyer)

KOE Construction LLC Limited Warranty

We provide the original purchaser(s) of our homes with a One-Year Limited Warranty against defects in materials and workmanship from the time you purchase our home. The provisions and conditions of your Limited Warranty are described below.

New Home Limited Warranty Coverage

Except where otherwise stated below, KOE Construction LLC Limited Warranty applies to defects in materials and workmanship that occur and are reported to KOE Construction LLC during a period of one (1) year (hereinafter referred to as the "Limited Warranty"). The Limited Warranty begins on the date of your home is transferred and conveyed to you, or the occupancy date, whichever occurs first, and continues for one (1) calendar year, or 365 days, unless a shorter time period is stated below. Under no circumstances will KOE Construction LLC be responsible for damage to personal property items.

NONTRANSFERABILITY: THIS LIMITED WARRANTY IS EXTENDED ONLY TO THE ORIGINAL PURCHASER (S) OF THE HOME, THE LIMITED WARRANTY IS NOT TRANSFERABLE AND TERMINATES WHEN THE HOME IS RESOLD OR OTHERWISE CONVEYED OR TRANSFERRED TO A THIRD PARTY.

PLEASE NOTE: Occasionally, warranty repair item(s) will require the replacement of materials in your home. For example, mortar, paint, carpet, hardwood, vinyl, and roof shingles are manufactured using dye lots and are difficult to match. KOE Construction LLC **CANNOT BE RESPONSIBLE** for color variances between the repair work and the existing product.

THIS LIMITED WARRANTY IS THE ONLY WARRANTY KOE CONSTRUCTION LLC PROVIDES, ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR HABITABILITY ARE HEREBY DISCLAIMED.

Any repair work that KOE Construction LLC elects to perform beyond the scope of this Limited Warranty does not expand the limits of this warranty nor obligates KOE Construction LLC to perform the same work on your home in the future.

Defects Noted on Original Pre-Closing Homeowner Orientation

The following defects will be corrected by KOE Construction LLC only if noted at the time of the Pre-Closing Homeowner Presentation (punch walk), which occurs prior to closing:

- a. Chipped, cracked, dented, or scratched sinks, tubs, shower pans, bath enclosures, windows, and mirrors.
- b. Chipped, cracked, scratched, or otherwise damaged cabinets, countertops, or fireplace marble or brick.

- c. Cracked or chipped ceramic tiles including those on countertops, entry floors, and fireplaces.
- d. Scratched or dented appliances.
- e. Torn, gouged, stained, or otherwise damaged floor coverings including vinyl, wood, ceramic tile, marble, and carpeting.
- f. Missing or damaged screens, doors, or light fixtures.
- g. Missing shelves or accessories in appliances, cabinets, or medicine chests.
- h. Easily visible and apparent damage to exterior walls, stucco, siding, and masonry.

Defect Repair Procedures after Occupancy

Work to be performed must be scheduled during regular business hours of 8:00 a.m. to 3:00 p.m., Monday through Friday. All repairs performed will be done in a timely and professional manner. Pets must be restrained, and children must be supervised at all times while work is being performed. Due to the dangers of chemicals, tools, and construction debris, KOE Construction LLC will not be responsible for damage or accidents that occur due to unattended pets or children while work is being performed.

The following are included for the full Limited Warranty Period unless otherwise noted:

Appliances, Fixtures, and Equipment

Your builder does not cover any item covered by another manufacturer's warranty. The appliances, fixtures (light fixtures, etc.), and equipment (furnace water heater, humidifier, air conditioner, etc.) in your home are warranted. Issues on these items, please contact the manufacturer directly.

Bathtubs, Sinks, and Toilets

Bathtubs, sinks, and toilets are warranted against discoloration, fading, and deterioration except when caused by abuse or negligence. Chipping or cracking is not warranted unless covered at the original punch walk.

Cabinets

Cabinet doors, drawers, and other opening operating parts will be repaired or replaced if they malfunction during the Limited Warranty Period. Warped doors or drawer fronts will be repaired or replaced if the warping exceeds 1/4 inch as measured from the face frame to the door/drawer in the closed position. Cracks in molding joints between moldings and adjacent surfaces will be repaired only if they exceed 4 inches. Tightening hinge screws is a homeowner's maintenance responsibility. Please note that the yellowing or fading of cabinet finishes is unavoidable and therefore, not covered by the Limited Warranty.

Concrete/Asphalt

Garage Slab - Cracks in the garage slab will be repaired only if they exceed 3/8" in width or 1/4" in vertical displacement during the Limited Warranty Period.

Exterior Flatwork - Cracks excess of 3/8" in width or vertical displacement will be repaired, filled, or patched.

Foundation Walls - Minor cracks and gouges in foundation walls are not defects and are not covered by this Limited Warranty. Cracks that exceed 3/8" will be patched.

Basement Walls/Slab - Because of changing temperatures, concrete will contract and expand, causing some cracks. Also, because of the nature of concrete material, some minor low spots may occur on your basement floor. These cracks and low spots are normal and will not affect the overall strength of the floor. Occasionally, basement floors will collect water resulting from the condensation or warm moist air on cold basement walls. Due to certain basement conditions, your house may have a sump crook pump. Homeowners with these pumps will need to check them regularly for any debris that may cause a malfunction to the pump. KOE Construction LLC recommends that you inspect the pump if you experience heavy or constant rains, especially for the first six months that you occupy your new home. Sometimes owners will add a concrete patio, using reinforcement rods to tie into the foundation block. In such cases, we cannot be responsible for a wet basement in that area, since breaking the block to set the rods will also break the waterproofing bond.

KOE Construction LLC Service Policy: It is the policy of KOE Construction LLC to repair any crack in the basement or slab floor that is 3/8 inch wide or 3/8 inch vertical displacement for the first year of occupancy. These should be noted at the 11-month final inspection. Because other small cracks are inevitable, we must set this minimum width.

Painting of concrete blocks, floors, parging, or stucco cannot be guaranteed because of the nature of concrete.

Asphalt Driveways - KOE Construction LLC. will fill/patch sunken spots 2" or more deep, on a one-time basis during the first year only. PLEASE NOTE; Asphalt/Concrete cracks are normal and can be expected. The repair method will be at the discretion of KOE Construction LLC. Damage due to extreme weather or de-icing agents is not covered under your warranty.

Countertops

Scratches, chips, or other damage to countertop surfaces will be repaired only if noted on the original punch walk. Countertops that are not properly secured will be repaired. KOE Construction LLC will not be responsible for cracking or discoloring of grout. If cracks occur, they will be replaced by caulk.

Doors - Exterior/Interior

Exterior doors which maintain 3/8" or more of the warp are considered defective and will be repaired. Doors that do not latch properly due to settlement or malfunction of the locking mechanism will be corrected. Tightening of screws in door hardware is a homeowner's responsibility. If KOE Construction LLC has installed a polished brass handset on your front door. Due to the nature of polished brass, it is subject to tarnish from exposure to weather elements. Care for this item is a homeowner's maintenance responsibility. KOE Construction LLC will replace tarnished or defective handsets only if noted on the pre-settlement sheet.

IMPORTANT NOTE REGARDING BRASS, BRONZE, AND OTHER ANTIQUE FINISH PRODUCTS:

Although the manufacturer applies the protective coatings available to the plated surface of their brass, bronze, and other antique finished products, they have their limitations and in time the protective lacquer may deteriorate either from exposure to weather, perspiration, and extremes of climate, frequency of use or other factors. Care should be taken when cleaning these surfaces to use a non-abrasive type cleaner (soap and water) and coat it with a non-abrasive polish.

Tarnishing or excessive wear of these finishes is, therefore, not a defect, but a normal process, which is unavoidable. Under these circumstances, these finishes cannot be guaranteed and, therefore, products will not be repaired or replaced under our warranty.

KOE Construction LLC has installed your exterior doors so that they open, close, latch, and seal free of hindrance. As the lumber in your house dries, you will experience wood shrinkage. This wood shrinkage may affect the operation of your exterior doors. During the first year of occupancy, KOE Construction LLC will be responsible for your exterior doors opening, closing, latching, and sealing. KOE Construction LLC will not be responsible for replacing door weather strips. Please notify KOE Construction LLC as soon as you notice your door not operating properly.

Door - Garage

Overhead garage door shall operate properly for the Limited Warranty Period. Space between The bottom of the door and the garage floor will not exceed 1/2". OVERHEAD GARAGE DOORS ARE NOT DESIGNED TO BE AIRTIGHT AND WILL ALLOW AIR, DUST AND WATER INTO THE GARAGE. THIS IS NOT A DEFECT. PLEASE NOTE: If the homeowner installs an automatic garage door opener, KOE Construction LLC is not responsible for garage door adjustment.

Electrical System

KOE Construction LLC warrants that the electrical system in your home will be free from defects in materials and workmanship for the Limited Warranty Period.

PLEASE NOTE: THE WARRANTY ON YOUR ELECTRICAL SYSTEM WILL BE VOIDED SHOULD YOU ALTER THE SYSTEM IN ANY WAY OR IF THE SYSTEM HAS BEEN DAMAGED DUE TO A FAULTY APPLIANCE, IMPROPER OPERATION, ABUSE OR NEGLIGENCE.

Fireplace

The fireplace, flue, and chimney will be free from defects in materials and workmanship for the Limited Warranty Period. If the fireplace is not drawing properly, it will be corrected unless caused by unusual conditions or obstructions that block air currents. Marble and granite surround: Marble and granite are natural materials and as such will vary in color and veining.

CAUTION!! READ AND FOLLOW FIREPLACE INSTRUCTIONS CAREFULLY, DO NOT BURN FABRICATED LOGS CONTAINING BINDERS IN THE FIREPLACE.

Ventilated Shelving

If Coated steel wire shelving has been provided in the closets throughout your home, Loads must be dispensed evenly and cannot exceed 50 pounds per four linear feet of shelving.

KOE Construction LLC Service Policy: KOE Construction LLC will not be responsible for "pullouts" under any circumstances.

Flooring

Carpeting

Most carpet seams will show. Barber carpet seams are more evident. This is not a defect; however, if the backings are not butted properly or the gap at the butt joints exceeds 1/4", the seam will be repaired. If the carpet becomes wrinkled, KOE Construction LLC will re-stretch the carpet to lie flat on the subfloor. If the carpet in an area must be replaced due to defect or damage caused by the failure of a warranted item, KOE Construction LLC will replace that area to match existing carpeting as closely as possible. Breaks will be made at exiting seams or doorways. Color and texture variations are beyond KOE Construction LLC's control and are not covered under the Limited Warranty.

PLEASE NOTE: If the carpeting becomes wet during the Limited Warranty period, due to a roof or plumbing leak, it is the responsibility of the homeowner to pull back the carpet to avoid further damage until necessary repairs can be made. Once the carpet is dry, the pad will be replaced and the carpeting will be re-stretched.

Ceramic Tile and Marble

Ceramic tile and marble are covered at the punch walk-through only. Tiles that become loose during the Limited Warranty period will be repaired. Ceramic tile may be affected by wood shrinkage. A separation between the tub and the wall tile and between the floor tile and the tub may occur. Cracking of joints between ceramic tiles in the tub and shower stall corners may occur because of excessive moisture in these areas. You can remedy these situations by simply filling the crack with a grouting compound or tub and tile caulk, which is available at hardware stores. A special sealer for grout will make it more stain resistant. Normally, a wipe with a damp cloth will keep the tile clean. Heavy accumulation of film can be removed with soapless detergent or tile cleaner. Loose tile is covered for a Limited Warranty period. **Existing tile will be matched as closely as possible; however, due to inherent color variations in ceramic tile and grout, an exact color and texture match cannot be guaranteed.**

KOE Construction LLC will not be responsible for grout discoloration; i.e. yellowing, or staining.

KOE Construction LLC Policy: Under normal conditions, minor separation will occur around tubs and showers that adjoin tile. It is part of homeowner maintenance to seal these cracks when they occur to prevent possible water damage. KOE Construction LLC cannot be responsible for damage caused by failure to maintain these cracks.

Hardwood

Wood flooring will expand and contract, which may cause minor cupping or open joints where planks meet. This is natural and unavoidable with wood flooring products and is not covered by this Limited Warranty Period. Gaps between strip hardwood floorboards shall not exceed 1/8" in width at the time of installation. Cups shall not exceed 1/16" in height in a 3" maximum span measured perpendicular to the long axis of the board. Lippage shall not exceed 1/16". If hardwood floors become damaged due to a roof or plumbing leak and the leak is not the result of abuse or neglect by the homeowner or his or her guests, the damaged area will be repaired or replaced matching the color and finish as closely as possible. Nicks, gouges, and scratches will be repaired only if noted during the original punch walk-through inspection. KOE Construction LLC is not responsible for sun damage to floors, such as fading or discoloration of

the wood or finish. KOE Construction LLC recommends against installing hardwoods in full bathrooms and is not responsible for damage to hardwood floors in a full bath due to moisture.

Vinyl

Nail pops, bubbles, unglued joints, or shrinkage gaps will be repaired only if they exceed 1/8". Damage caused by a failure in a warranted item will be corrected. However, water damage caused by neglect or failure to perform necessary maintenance will not be repaired (this includes failure to maintain the caulking against shower/tub units).

PLEASE NOTE: USE OF IMPROPER CLEANING MATERIALS OR METHODS MAY VOID THE MANUFACTURER'S WARRANTY AND THIS LIMITED WARRANTY ON YOUR FLOORING!

Framing

Wood framing will shrink and expand with changes in humidity and temperature. This process can cause hairline cracks in drywall, gaps at molding joints, or sticking doors. Since this shrinkage and expansion are uncontrollable, this Limited Warranty does not cover its results.

Only abrupt, vertical, and horizontal bows in interior walls that exceed 3/8" in any 48" span will be repaired. Any floor pops due to miss-nailing will be repaired. However, creaking due to wood shrinkage is not considered a defect and is not covered under the Limited Warranty.

Grading - Home Site & Gravel Driveways

Home site - Your home site has been graded with a system of slopes and swales to allow proper drainage away from the foundation. This is imperative in order to avoid damage that can result from the pooling of water near the footing.

As a rule of thumb, water should not stand in the yard or any swale longer than 48 hours after moderate rain. Swales, as originally constructed, holding water beyond that time will be corrected if reported within the Limited Warranty Period. Any alteration or damage by the homeowner to the original grading or Swales may cause moisture to accumulate near the foundation and result in damage to the home. This will not be corrected by KOE Construction LLC and is not covered under the Limited Warranty. Ground settlement in excess of 6" in a 2-foot area will be filled once by KOE Construction LLC.

PLEASE NOTE: KOE CONSTRUCTION LLC IS RESPONSIBLE ONLY FOR THE INITIAL INSTALLATION OF PROPER GRADES OR SWALES, IT IS THE HOMEOWNER'S RESPONSIBILITY TO MAINTAIN SUCH GRADES AND SWALES IN THEIR ORIGINAL CONDITION, KOE CONSTRUCTION LLC IS NOT RESPONSIBLE FOR DRAINAGE, NATURAL OR OTHERWISE, FROM ADJACENT HOMESITES OR PROPERTY, IN ADDITION, KOE CONSTRUCTION LLC IS NOT

RESPONSIBLE FOR NATURAL AREAS NOT GRADED BY KOE CONSTRUCTION LLC ANY HOLES OR CREVICES WHICH APPEAR AFTER THE INITIAL PUNCH WALK WILL NOT BE COVERED.

Gravel Driveways - Due to the nature of gravel, KOE Construction LLC cannot be responsible for washouts caused by severe storms, or excessive rains.

Grading Foundation/Crawl

Crawl spaces are graded to drain towards the low point of the crawl. KOE Construction LLC installs a drain at this low point. This is to allow water that enters the crawl to dissipate. Standing water that does not dissipate within 48 hours after moderate rain will be corrected.

Water entering your crawl is a natural occurrence. The important factor is to make sure the water dissipates. Vapor barriers cover approximately 80% of the crawl space. It is the homeowner's responsibility to periodically check crawl space drains for blockage to make sure they are free of debris and silt.

PLEASE NOTE: KOE CONSTRUCTION LLC IS RESPONSIBLE ONLY FOR THE INITIAL INSTALLATION OF PROPER GRADES UNDER THE CRAWL. IT IS THE HOMEOWNER'S RESPONSIBILITY TO MAINTAIN SUCH GRADES. ANY ALTERATION MADE TO THE GRADES WILL NEGATE THIS LIMITED WARRANTY.

Landscaping

These items are not covered as part of the Limited Warranty described herein. However, it is the responsibility of the homeowner to water, fertilize, prune, and otherwise maintain the landscaping after the closing of the home.

If either seeded or sodded grass is provided in your landscaping package, it is the responsibility of the homeowner to provide immediate and proper maintenance to ensure the germination and lasting growth of your grass. Grass height should never exceed 5". Failure to cut your grass will cause it to die.

PLEASE NOTE: KOE CONSTRUCTION LLC IS NOT RESPONSIBLE FOR DAMAGE OR WASHOUTS CAUSED TO YOUR LAWN DUE TO INCLEMENT WEATHER AND OTHER ELEMENTS OR ACTS BEYOND OUR CONTROL. KOE CONSTRUCTION LLC DOES NOT WARRANTY SEEDS OR SODDED LAWNS OR STABILIZATION OF THE LAWN. THIS IS DONE ONCE PRIOR TO SETTLEMENT.

Irrigation systems installed by KOE Construction LLC are warranted against defects in materials and workmanship for the Limited Warranty Period. Minor adjustments to sprinkler heads and timing clocks are the homeowner's responsibility.

Masonry

Brick, rock, and flat stone should remain tight and secure for the Limited Warranty. Small cracks in mortar joints will occur as the mortar cures and are not considered defects. Cracks that exceed 3/8" will be patched. Effervescence is a white powdery substance that is composed of water-soluble salts originally present in masonry materials and is brought to the surface through water evaporation. This is a natural phenomenon and is not covered under the Limited Warranty.

Paint/Caulk

Interior and exterior paint should not peel or deteriorate during the Limited Warranty period. If paint should peel or deteriorate, KOE Construction LLC will properly prepare and refinish the affected area matching the color(s) as closely as possible. Please note that paint will fade with time and exposure and KOE Construction LLC is not responsible for such color variations. Due to the differences in dye lots, we cannot guarantee an exact match. A touch-up kit has been provided for maintenance issues. Your home has been caulked with high-quality caulk. Due to the drying process of the new home, it may crack. Caulking is a homeowner's maintenance responsibility.

PLEASE NOTE: KOE CONSTRUCTION LLC IS NOT RESPONSIBLE FOR REPAIRING PAINT, PANELING, OR WALLPAPER INSTALLED BY THE HOMEOWNERS.

Plumbing

KOE Construction LLC warrants the components of the plumbing system against defects in material and workmanship for the Limited Warranty Period. The water heater is covered by the manufacturer's warranty, except for installation, which is not covered by this Limited Warranty. You should consult your water heater warranty brochure for further information.

PLEASE NOTE HOT WATER PASSING THROUGH PIPES CAUSES EXPANSION AND MAY CREATE CREAKING OR POPPING SOUNDS. WATER PASSING THROUGH WASTE PIPES MAY ALSO PRODUCE SOME NOISE. THESE CONDITIONS ARE NOT DEFECTS AND ARE NOT COVERED BY THIS LIMITED WARRANTY. IF THE PLUMBING SYSTEM IS ALTERED IN ANY WAY BY ANYONE OTHER THAN KOE CONSTRUCTION LLC OR ITS SUBCONTRACTORS, THE LIMITED WARRANTY BECOMES VOID WITH RESPECT TO THE PLUMBING SYSTEM. THIS INCLUDES ADDING CHLORINE TABLETS INTO TOILET TANKS, WHICH WILL DAMAGE THE FLAPPER INSIDE THE TANK.

Septic Tank System (If Applicable)

Your septic system should be capable of handling the normal flow of household effluent. It is possible that, due to freezing, soil saturation changes in the groundwater table, or excessive use of the plumbing system or appliances, an overflow can occur. Periodic pumping of the septic tank is considered homeowner's maintenance, and a normal need for pumping is not a deficiency. KOE Construction LLC will not be responsible for malfunctions that occur through the homeowner's negligence or abuse.

The following are considered homeowner's negligence or abuse as an exclusion under the warranty:

Excessive use of water, such as overuse of washing machine and dishwasher, including their simultaneous use;

Connection of sump pump, roof drains, or back washes from water conditioner to the system;

Addition of any harsh chemicals, greases, or cleaning agents and excessive amounts of bleaches or drain cleaners;

Use of food waste disposal not applied by KOE Construction LLC;

Placement of impervious surfaces over disposal areas;

Allowing vehicles to drive or park over the disposal areas;

Failure to periodically pump out the septic tank when required;

Damage due to failure to remove the hose pipe or anything to the hose bib in winter (below-freezing weather)

Only where defective construction is the cause, KOE Construction LLC shall assume the cost of the repair; where the homeowner's negligence/abuse is shown to be the cause, the homeowner(s) shall assume all repair costs.

Roof

The roof, roof flashing, gutters, and downspouts are warranted against leaks or defects in material and workmanship for the Limited Warranty period. They are not, however, warranted against natural disasters such as tornadoes, hurricanes, hail storms, falling debris, acts of war, insects/pests, floods, and the like, which are beyond our control. In such an event, please contact your insurance agent.

PLEASE NOTE: THIS WARRANTY IS VOID IF YOU OR YOUR AGENTS UTILIZE THE ROOF FOR ANY ACTIVITY, ATTACH ANY STRUCTURE OR ANY OTHER IMPROVEMENT TO THE ROOF, OR WALK OR CLIMB ON THE ROOF.

Gutters

It is the homeowner's responsibility to clean gutters. The recommended schedule for cleaning gutters is as follows; 2 times in the spring, 1 time in midsummer, 2 times in the fall, and anytime in between as needed.

PLEASE NOTE: KOE CONSTRUCTION LLC WILL NOT BE RESPONSIBLE FOR: WATER DAMAGE CAUSED DUE TO CLOGGED GUTTERS BY LACK OF HOMEOWNER'S MAINTENANCE.

Interior Walls

Hairline cracks and nail pops may appear due to normal shrinkage and settlement. These are not defects and are not covered under the Limited Warranty. Only cracks that exceed 1/8" in width will be repaired. Only vertical or horizontal bows in wallboard that exceed 3/8" in any 48" span will also be corrected. Under no circumstances will interior paint touch-ups be performed by KOE Construction LLC

Vinyl/Wood Siding and Shutters

These products are warranted against defects in material and workmanship for the Limited Warranty Period. Horizontal siding may appear slightly wavy as it is nailed stud to stud. This may be more apparent in the summer due to expansion and contraction from the heat. Bows that exceed 3/8" between studs will be repaired.

Wood railings, trim, decks, screen porches, or other wood products require maintenance by the homeowner. KOE Construction LLC will not repaint/refinish wood products due to fading or pinesap. The sun may also cause some wood products, especially treated lumber to warp. Since we cannot control the natural drying process of wood, replacement/repair or such damage is a homeowner's maintenance issue.

IMPORTANT: SPRINKLER HEADS THAT CONSTANTLY SPRAY THE BOTTOM OF THE SIDING WILL CAUSE WOOD ROT AND OTHER DAMAGE AND SHOULD BE REPOSITIONED. KOE CONSTRUCTION LLC IS NOT RESPONSIBLE FOR WOOD ROT OR OTHER DAMAGE CAUSED BY SPRINKLER HEADS SPRAYING AT THE SIDING.

Stucco

Exterior stucco surfaces are warranted against defects in materials and workmanship for the Limited Warranty Period, Stucco will normally develop hairline cracks due to expansion and settlement. This is not covered under this Limited Warranty. However, cracks that exceed 1/2" in width will be repaired.

Warranty Exclusions

IN ADDITION TO THE EXCLUSIONS LISTED PREVIOUSLY, THE FOLLOWING ADDITIONAL ITEMS ARE EXCLUDED FROM YOUR KOE CONSTRUCTION LLC. LIMITED WARRANTY.

Ordinary Wear and Tear, Misuse or Neglect - Damage, loss, or injury due to ordinary wear and tear normal deterioration, uses for other than the intended purpose, improper operation, abuse, or neglect, or lack of proper maintenance, or cleaning of the home.

Work Done by Homeowner - Defects in items constructed or installed by you or anyone except KOE Construction LLC or its' subordinates and any damage, loss, or injury to the home or the property caused or created by such items.

Acts of God - Damage, loss, or injury due to Acts of God including, but not limited to, earthquakes, tornadoes, hurricanes, hail storms (that exceed the force that the structure is designed to resist), floods, mudslides, accidents, pests, insects, falling debris, and other elements and acts beyond our control.

Natural Characteristics of Materials - Imperfections which are the result of the characteristics common to the materials including, but not limited to, warping of wood, fading, chalking, or checking of paint due to weather exposure, cracks due to drying and curing of concrete, stucco, and masonry; cracking of caulking and weather- stripping; and conditions arising from normal expansion and contraction of material except otherwise noted in this Limited Warranty.

Improper Use of Fireplaces - Damage, loss, or injury due to improper cleaning or use, including failure to open damper, and burning materials not recommended by KOE Construction LLC and/or your fireplace manufacturer.

Improper Grading - Damage, loss, or injury arising from any alteration of the original grade and Swales through landscaping or additional structures (i.e. flatwork, planter boxes, or storage sheds). Water damage or under house water due to improper installation or excessive usage of irrigation that is not warranted by KOE Construction LLC

PLEASE NOTE: WATER MUST DRAIN AWAY FROM THE FOUNDATION.

Failure to promptly Notify - Damage, loss, or injuries resulting from failure to promptly notify KOE Construction LLC of a covered defect.

Failure to Report within the Limited Warranty Period - Defects that are not reported to KOE Construction LLC within the applicable Limited Warranty Period as described therein.

Consequential or Incidental Damages - KOE Construction LLC is not responsible for damage, loss, or injury, personal or otherwise, arising from, or in any way connected to defects covered by this Limited Warranty.

Expendable Items - Expendable items that have been installed in your home such as light bulbs, fluorescent lights, and weather stripping, will eventually wear out and are the responsibility of the homeowner.

Flooring - KOE Construction LLC is not responsible for any damage caused by water to ceramic tile, hardwood, and carpeting that the buyer has chosen to have installed in water areas including kitchens, water closets, bathrooms, and laundry rooms.

Settlement - Cracks or other minor damage due to normal house settlement, except as noted otherwise in the Limited Warranty.

Work Done Prior to Notification - KOE Construction LLC will not be responsible for reimbursement or other rights or remedies relating to work performed by you or your agents unless a written agreement with KOE Construction LLC has been entered into prior to the performance of such repairs.

Appliances - Except for the installation of appliances, KOE Construction LLC specifically excludes this Limited Warranty for any defect or problem in any appliance, fixture, or equipment. All claims should be submitted directly to the manufacturer.

Failure to Comply with Manufacturer Warranty Requirement - Damage, loss, or injury resulting from the failure of the homeowner or anyone other than KOE Construction LLC and its agents, employees, or subcontractors, to comply with the warranty requirements of manufacturers of appliances, fixtures, and equipment.

This Warranty is granted to be effective as of the day of the deed or occupancy date and expires one year later.