

KEGONSA BUILDERS, INC. – LIMITED WARRANTY

Kegonsa Builders, Inc. (Kegonsa) warrants to _____ (Homeowner) that the home at, _____, has been built in compliance with municipal building codes and generally accepted construction practices. Kegonsa further warrants that for one year from the date hereof Kegonsa will repair or replace any defects in said home caused by faulty materials or workmanship provided by Kegonsa. Coverage under this limited warranty includes, but is not limited to, the following:

Structural defects of material significance.

Foundation defects in excess of industry standards.

Normal operation of doors and windows.

Normal operation of plumbing, electrical and heating systems.

Drywall nail pops and drying cracks. Repairs to be made at one year anniversary of closing. Homeowner responsible to retain paint from drywall application. Drywall repair will not include repainting the area of room where repair is made.

Tile, sink and countertop grout will be repaired at one year anniversary of closing.

The Kegonsa Limited Warranty does not include the following:

Materials or workmanship provided by Homeowner or Homeowner's suppliers a subcontractors.

Any component covered by a manufacturer's warranty.

Any defects resulting from alterations or modifications to home not completed by Kegonsa.

The settling of earth around home and interior dampness that may result.

Normal wear and tear, negligence, improper maintenance or misuse of home by Homeowner.

Cracking, heaving, settling, flaking and chipping of concrete. Concrete is inelastic and is subject to such due particularly to changes in temperature. This does not, however, suggest a lack of strength or integrity.

Any change in the grading and water drainage pattern of lawn.

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Dampness or condensation due to failure of Homeowner to maintain proper ventilation.

Any loss or damage due to failure of Homeowner to provide Kegonsa with prompt notice of any defects, or prompt access to home to make repairs.

Plants, trees or grass planted, and wash-outs and settling that may require re-seeding.

Any condition that is not an actual defect, including but not limited to, variation in color, grain and texture of natural wood trim and doors and other wood and stone and brick materials.

Any loss or damage which does not constitute an actual defect in the construction of the home.

The normal cracking, expansion, drying and shrinking of wood materials, caulk and paint.

Any damage not referenced in the Walk-Through Report.

Any loss or damage resulting from insect or rodent infestation, unusual occurrences and climatic conditions or acts of God.

There are no warranties between Kegonsa and Homeowner which extend beyond this limited warranty. Any and all implied warranties are hereby expressly excluded.

Kegonsa, in its sole discretion, shall have the right to repair a defect covered by this limited warranty or pay Homeowner the reasonable cost of repair.

Any notice of defect must be made in writing and delivered to Kegonsa.

Invalidation of any provision of this limited warranty by judgement or court order shall in no way affect any of the remaining provisions which shall remain in full force and effect.

Although this limited warranty shall commence on the date hereof, no performance shall occur until such time Kegonsa has received from Homeowner payment in full of purchase price and any additions.

This limited warranty is intended for the benefit of Homeowner and is not transferable.

Dated this _____ day of _____, 20__.

Peter A. Sveum
Kegonsa Builders, Inc.