

New Home Warranty

May 1st, 2009

Purchasing a new home is a very exciting experience. We strive to deliver a home that you can be proud of for years to come. The measure of our success is your satisfaction. The following New Home Warranty is your assurance we are serious about your satisfaction.

Like any warranty, this one specifies limits for responsibility and conditions under which it is valid or applicable. WE STRONGLY URGE YOU TO READ THIS WARRANTY since it is the only warranty, expressed, or implied, that Syringa Construction LLC makes to you. (No employee, salesperson or other agent of Syringa Construction LLC is authorized to make any warranty except as herein contained.)

Seller excludes coverage of certain items and types of damage from the warranties provided in this document. These exclusions are set out in section 8, which should be read carefully in order to understand what is not covered by this warranty.

**SOME WARRANTY ITEMS CAN BECOME LARGER PROBLEMS IF THEY ARE LEFT UNRESOLVED.
YOU ARE REQUIRED TO REPORT ANY WARRANTY ITEMS THAT CAN POTENTIALLY
CREATE GREATER DAMAGE, IN WRITING, WITHIN THIRTY (30) DAYS
AFTER THE PROBLEM IS DISCOVERED.**

1. CONTENTS: This document contains express warranties on your house and its components with certain exclusions from coverage. It also contains a disclaimer of implied warranties on your house and those components that are not "consumer products" as defined by applicable federal law and regulations. This document also contains an express assignment from Seller to you, the Buyer, of all manufacturer or supplier warranties on consumer products. Aside from this assignment, this document does not cover consumer products and Seller disclaims any implied warranties on consumer products that are components of your house or are considered part of your house.

2. PERSON MAKING WARRANTY: Syringa Construction LLC ("Seller") is making these warranties and disclaimers. The mailing address of Seller for the purpose of this warranty is 610 Wyndemere Drive, Boise, Idaho 83702.

3. WARRANTY HOLDER: This warranty is given to: _____

4. PROPERTY SUBJECT TO WARRANTY: This warranty covers your house and the components of your house located at: _____ ("Home").

5. BEGINNING OF WARRANTY TERM: The terms of the various coverage's of this warranty begin on the date on which this home is deeded to the first purchasers. That date is referred to in this Limited Warranty as the "Closing". "Home" means the dwelling unit and appurtenant common elements and general common elements that have been constructed.

6. CONSUMER PRODUCT WARRANTIES ASSIGNED TO BUYER: Seller hereby transfers, assigns, and passes through to you any and all manufacturer or supplier warranties on consumer products to the full extent permitted by law. You must make claims directly to the supplier or manufacturer under those warranties. You should be aware that some consumer product warranties start from the date the product is installed, and that date can be earlier than the date on which the house and component warranties start. You should review the consumer product warranties that you receive and make yourself aware of when such warranties start and end.

7. HOUSE AND COMPONENT WARRANTY GIVEN TO BUYER: Seller warrants against defects in the house or its components which:

A. Are not excluded from warranty coverage by section 8, AND

B. Are specifically included in one of the following warranty provisions:

- (i) Seller warrants the floor, ceilings, walls and other structural components of the home that are not specifically covered by other provisions of this warranty to be free from significantly defective construction and materials for a period of five (5) years. The structural materials in your new home are the products of nature, and are not manufactured by the builder. As a result of normal settlement, aging, and weather changes, any building materials are subject to surface defects, such as cracking or discoloration. Since these developments are normal in a new home and do not constitute significant defects or result in any lessening of value, they are not covered by this warranty.
- (ii) Seller warrants the electrical wiring systems including electric switches, receptacles, and fixtures, but excluding light bulbs and tubes, to be free of significantly defective construction and materials for a period of three (3) years.
- (iii) Seller warrants the roof will be free of leaks caused by defects in materials and workmanship for a period of three (3) years.
- (iv) The warranty period for plumbing adjustments such as dripping faucets, clogged drains, and running toilets is limited to thirty (30) days.
- (v) Seller warrants ceramic tile counter tops and floor tile (if applicable) to be free from loose tile and surface material cracks for a period of one (1) year. Grout cracks are expected and not covered by this warranty.
- (vi) Seller warrants carpet to be free from wrinkles and seam defects for a period of one (1) year.
- (vii) Seller warrants vinyl floor covering to be free of air pockets, wrinkles, seam defects, and adhesive decay for a period of one (1) year.
- (viii) Seller warrants the exterior stucco surface to be free of cracks of 1/8 inch or greater and masonry to be free of cracks of 1/3 inch or greater for a period on one (1) year.
- (ix) Seller warrants the concrete garage floor, patio, driveway, walkways, decks, and porches to be free of cracks of 1/4 inch or more in width for a period of one (1) year. Under normal use, concrete cracks are common and if they exceed 1/4 inch they will be caulked/repared one time. Slabs are not replaced due to cracking.

8. EXCLUSIONS FROM WARRANTY COVERAGE: The following items are excluded from coverage:

- A. Any item covered by a written manufacturer or supplier warranty.
- B. Damage due to ordinary wear and tear, abusive use, or lack of proper maintenance; including the failure to pull back and dry wet carpeting.
- C. Work not done by Seller or Seller's contractors.
- D. Loss or injury caused by the elements.
- E. Conditions resulting from condensation on, expansion, contraction or any other kind of movement of materials or soil, including any cracks in brick, stone, stucco, concrete, wood or veneer.
- F. Damage caused by changing the grade of your yard, improper landscaping, fencing, patios, or other work, which alter drainage.
- G. Damage to or loss of lawn, plants, shrubs, or trees due to improper maintenance (i.e. over/under watering).
- H. Scratches, chips, or gouges on floors, walls, and countertops not noted on the Final Walk Through.
- I. Chips in ceramic tile counter tops not noted on the Final Walk Through.
- J. Chips, scratches and/or gouges on cabinets, handrails, sinks and doors not noted on the Final Walk Through.
- K. Tearing and/or gouges on linoleum floor not noted on the Final Walk Through.
- L. Scratches, chips and/or gouges in tubs, sinks and showers not noted on the Final Walk Through.
- M. Discoloration of carpet, tile, or other materials due to sunlight or the natural aging process.
- N. Color or pattern variations in tiles, hardwoods and other natural and manmade materials.
- O. Discoloration and/or cracking of grout (grout will fade with age and will crack with time).
- P. Shrinkage and/or gapping of hardwood floors.
- Q. Cracks or nail pops in sheet rock.

