



# WARRANTY REQUEST FORM

To be filled out by buyer. Sign and date the bottom.

WARRANTY SERVICE REQUESTED:  60-DAY SERVICE  MID-YEAR OPTIONAL SERVICE  11-MONTH SERVICE  
 OTHER \_\_\_\_\_

ADDITIONAL WARRANTY REQUEST FORM ATTACHED (CHECK ONE):  YES  NO (FORM \_\_\_\_ OF \_\_\_\_)

NAME		COMMUNITY	
ADDRESS		LOT/SEC/BLK	
CITY		HOME PHONE	CELL PHONE
STATE	ZIP	SETTLEMENT DATE	
EMAIL ADDRESS			

**ONE TIME ADJUSTMENTS.** The following items will be addressed by Seller only once at the same work date, if requested by Buyer during the Limited Warranty's One Year Warranty Period and, thereafter, are considered Maintenance Items: (1) drywall shrinkage cracks, separations or nail pops; (2) cracks in tile grout in excess of 1/8"; (3) exterior caulk if the crack/gap is in excess of 3/8"; and (4) door/cabinet/window adjustments (collectively, "One Time Adjustments").

BUYER HEREBY REQUESTS SELLER TO PERFORM ONE TIME ADJUSTMENTS (check one):  YES  NO

BUYER'S WARRANTY REQUEST	OFFICE USE ONLY					
	Seller's Reply			Completed Items		
	Warranted Item?		Type of Service	Repaired By	Date Completed	Buyer's Initials
Yes/No	Reason					
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						

\*REASONS: "WD" - Warranted Defect; "ND" - Not Warranted Defect; "DI" - Damaged Item; "MI" - Maintenance Item; "OTA" One Time Adjustment; "WC" - Weather Condition; "CP" - Consumer Product; "BCP" - Beyond applicable Warranty Coverage Period.

\*\*TYPES OF SERVICE: "SS" - Scheduled Service (specify 11th Month Service or Other); "ES" - Emergency Service; "US" - Unscheduled Service

(To be filled out by Seller—including "Seller's Reply" listed above)

Filled out by: \_\_\_\_\_ Settlement Date: \_\_\_\_\_ Date Form Received: \_\_\_\_\_

- Were listed item(s) noted within applicable Warranty Coverage Period? (check one)  YES  NO
- Type of Scheduled Service (if applicable):  11 MONTH  OTHER
- Were One Time Adjustments & Repairs previously performed? (check one)  YES  NO
- Weather Condition Form Attached? (check one)  YES  NO

By signing below, buyer represents that buyer has read Seller's warranty service procedures, including the provisions on the reverse side.

\_\_\_\_\_  
BUYER'S SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
BUYER'S SIGNATURE

\_\_\_\_\_  
DATE

## WARRANTY SERVICE PROCEDURES

**1. LIMITED WARRANTY.** As provided by Paragraph 4 of Part Two of the Agreement of Sale (the "Agreement"), the only warranty relating to the Home is the Limited Warranty (the "Limited Warranty") and certain Manufacturers' Warranties assigned to Buyer (without recourse to Seller). Seller's warranty obligation to Buyer is limited to warranted items that are "Defects" under the Limited Warranty (and not otherwise conditioned or excluded thereby) during the applicable Warranty Coverage Period. If a Defect exists, Seller will satisfy its warranty obligation to Buyer by repairing, replacing or curing such warranted item(s), at Seller's choice, in a manner which meets or exceeds the Warranty Standards contained in the Limited Warranty.

**2. EMERGENCY SERVICE.** Emergency Defects require immediate Emergency Service to protect the Buyer's health, safety or welfare. The following are considered to be "Emergency Defects": (a) total stoppage of the plumbing or sewer system; (b) water leaks which require the water supply to the Home be shut off; (c) total loss of electrical service; (d) the main water supply to the Home is not functioning; and (e) total loss of heat. **TO SCHEDULE EMERGENCY SERVICE, PLEASE CALL THE CUSTOMER CARE DEPARTMENT AT (703) 348-5806 DURING REGULAR BUSINESS HOURS AND THE CUSTOMER CARE EMERGENCY LINE AT (703) 348-5805 AFT ER HOURS AND ON WEEKENDS. BUYER MAY ALSO CALL THE APPROPRIATE SUBCONTRACTOR DIRECTLY AT THE NUMBER SET FORTH IN THE HOMEOWNERS MANUAL.** To comply with the terms of the Limited Warranty, Buyer is required to follow-up the phone calls by submitting a filled-out Warranty Request Form.

**3. REQUESTING WARRANTY SERVICE.** To comply with the terms of the Limited Warranty, as well as, for reasons of accuracy, all warranty service requests must be submitted in writing on this Warranty Request Form (the "Form") in accordance with the requirements of these Warranty Service Procedures. Please describe in detail each requested item. **Do not attach Home Inspector lists to this Form as they will not be accepted or considered.** Please submit completed Forms to Warranty Representative at the 11-Month Service or Other Service. **PLEASE DO NOT PHONE-IN NON-EMERGENCY WARRANTY SERVICE REQUESTS. ALL NON-EMERGENCY WARRANTY SERVICE REQUESTS MUST BE SUBMITTED IN WRITING ON THIS FORM.**

**4. ADDITIONAL PROVISIONS.** Additional paragraphs numbered 5 through 14 set forth on the reverse side of this Form contain additional provisions relating to Seller's Warranty Service Procedures. **BEFORE FILLING OUT THIS WARRANTY REQUEST FORM, BUYER SHOULD REVIEW THE ADDITIONAL PROVISIONS ON THE REVERSE SIDE OF THIS FORM AND THE LIMITED WARRANTY.**

**5. SCHEDULING WARRANTY SERVICE.** Upon Seller's receipt of this Form, a preliminary determination will be made regarding whether the item(s) are "Warranted Items", and, if so, which of the following type(s) of Warranty Service will be scheduled: (a) **Non-Emergency Service.** Non-Emergency Defects will be addressed at the 11th Month Service or, for certain types of Non-Emergency Defects, prior to the 11th Month Service by "Request of Buyer" as described below. To schedule Service, Buyer must submit to Seller a completed Form within One (1) year after Settlement. (b) **Request of Buyer.** Limited types of Non-Emergency Defects will typically be scheduled within Seventy-Two (72) hours of Seller's receipt of a Form and will not be deferred to the 11th Month Service date. Such Non-Emergency Defects relate to Defects that, if not addressed in a timely manner, could result in damage or loss to persons or property and include the following: (i) partial loss of heat; (ii) partial or total loss of air conditioning; (iii) water leaks, frozen pipes, stoppage of one toilet or drain; (iv) partial electrical loss; and (v) loss of hot water. (c) **Emergency Service.** Emergency Defects will typically be scheduled within 24 hours of receipt of a telephone request or receipt of a Form.

**6. REPLY TO BUYER'S REQUEST.** After determining the type(s) of service that will be performed (i.e. 11th Month Service, by Request of Buyer Service or Emergency Service), Seller's Representative will contact Buyer to ask questions to clarify the nature of the requested items and to schedule a work date. Emergency and by Request of Buyer Service will be scheduled by Seller with a work order issued to the appropriate subcontractor. Seller's Warranty Representative may not be present when such work is performed. Seller's Warranty Representative will attempt to resolve all Defects on the first work date. However, certain items listed on the Form may need to be inspected before a determination can be made regarding whether the item(s) is a Defect and/or the appropriate scope of work. At the initial work date, the Warranty Representative will make a determination regarding all items listed on the Warranty Request Form and fill out the columns on the Form located under "Seller's Reply". Seller will not repair or otherwise address any item determined not to be a "Warranted Item" on the Form. **Determinations made by the Warranty Representative are subject to final review and approval by Seller's Customer Care Representative or other Authorized Officer of Seller.**

**7. PERFORMANCE OF WARRANTY SERVICE.** As provided by Paragraph 6(e) of Part Two of the Agreement, Non-Emergency Service will be performed during normal working hours (Monday-Friday 8:00 AM-5:00 PM). **Buyer is required to make arrangements to have an adult present while Warranty Service is performed because Seller's Warranty Representatives and subcontractors are not authorized to enter the Home if no one is present and/or if unsupervised minor children are present. Seller will not reimburse Buyer for time taken off from work to be present for Warranty Service.** Only those items listed on this Form will be addressed by Seller at the scheduled work date(s). Any new or additional items must be submitted by Buyer on a separate Form and will be addressed at a later date. Seller's Warranty Representatives and subcontractors do not have the authority to agree to address any such new or additional items at the scheduled work date or otherwise make any promise, agreement or representation in addition to, and/or inconsistent with, the terms of these Warranty Service Procedures. As provided by Paragraph 4(a) of Part Two of the Agreement, Warranty Service and other action taken by Seller following Settlement to cure/repair/replace a Defect will NOT: (a) extend the specified warranty coverage periods in the Limited Warranty; (b) change, amend or modify the applicable Warranty Standards or Remedy; (c) create or establish any new express or implied warranties regarding such item or the Home; (d) constitute an admission of fault or liability or establish a standard of care on Seller's part; or (v) toll or extend any applicable statute of limitations. As provided in Part II, Section 3.9 of the Limited Warranty, Seller is not responsible for exact color, texture, graining, finish, pattern or scheme matches with any corrective action including, without limitation, in situations where materials are replaced or repaired, or for areas repainted or when original materials are discontinued. As provided by Paragraphs 6(e) and 21(b) of Part Two of the Agreement and Section Part IV, Section 4.0 of the Limited Warranty, Buyer is required to sign off on items listed on this Form as the same are remedied by Seller. Failure to do so may relieve Seller of any of its post Settlement obligations to Buyer under the Limited Warranty.

**8. EXCLUSIONS FROM COVERAGE.** The following are some of the Exclusions under the Limited Warranty that are not Warranted Items and should not be listed on this Form: (a) damage due to ordinary wear and tear, lack of timely and proper maintenance, or abusive or unreasonable use by Buyer; (b) incidental or consequential damages, personal property damage or bodily injury; (c) damage from heavy rains, tornadoes, snow, hail, wind storm or weather; (d) Defects that Buyer repairs without Seller's prior

written consent; (e) damage due to Buyer's failure to minimize or prevent damage in a timely manner; (f) appliances and other Consumer Products; (g) landscaping and sodding and; (h) changes in the grading or other modifications or additions to the Lot or Home made by Buyer after Settlement. Please refer to the Limited Warranty for additional Conditions and Exclusions.

**9. MANUFACTURERS' WARRANTIES.** Kitchen appliances, window blinds, water heaters, garage door openers, security systems and other manufactured products in the Home are considered to be "Consumer Products" or "Equipment" that are not covered by the Limited Warranty and should not be listed on this Form. Such Consumer Products are covered by separate Manufacturer's Warranties that have been assigned to Buyer in accordance with Paragraph 4(b) of Part Two of the Agreement. If Buyer finds a defect in a Consumer Product, please refer to the Manufacturer's Warranty literature and follow the stated procedure for warranty claims. Be prepared to provide a description of the defect, the product model and serial numbers and the date of Settlement. **The GE Appliance service line is 1-800-432-2737.** If Seller's assistance is needed to resolve a Manufacturer Warranty issue, please call the Customer Care Department at (703) 348-5806.

**10. DAMAGED ITEMS.** As provided in Paragraph 6(d) of Part Two of the Agreement and on the Pre-Settlement Demonstration Form/Unresolved Item List, any nicks, chips, scratches, cracks, gouges, tears or other visibly damaged or incomplete items (the "Damaged Items") not identified by Buyer on the Unresolved Item List at the time of the Pre-Settlement Demonstration Sign Off will NOT be repaired, replaced, or otherwise resolved by Seller after Settlement. Damaged Items such as cabinets, counter tops, vanity tops, hardwood and vinyl floors, carpet stains or spots, all ceramic, tile, marble and granite surfaces, window glass and screens, wood trim, appliance surfaces, mirrors, porcelain surfaces and tubs, wood and metal doors and all other hard surfaces should not be listed on this Form. **DRYWALL AND PAINT TOUCH-UPS ARE DAMAGED ITEMS THAT WILL NOT BE ADDRESSED BY SELLER FOLLOWING SETTLEMENT** (except for one time repairs for cracks, separation or nail pops).

**11. ROUTINE MAINTENANCE/ONE TIME ADJUSTMENTS.** The Limited Warranty provides that routine maintenance ("Maintenance") is Buyer's responsibility and that Maintenance is not covered by the Limited Warranty. Items that are considered Maintenance that should not be listed on this Form include the following: (a) all interior caulk and exterior caulk if the crack/gap is less than 3/8"; (b) cracks in tile grout less than 1/8"; (c) clean out areaway drains. The following items will be addressed by Seller only once at the same work date, if requested by Buyer during the Limited Warranty's One Year Warranty Period and, thereafter, are considered Maintenance: (i) drywall shrinkage cracks, separations or nail pops; (ii) cracks in tile grout in excess of 1/8"; (iii) exterior caulk if the crack/gap is in excess of 3/8"; and (iv) door/cabinet/window adjustments (collectively, "One Time Adjustments").

**12. EXTERIOR LOT ITEMS.** Except as provided in the Limited Warranty, no warranty is made by Seller with respect to the Lot's starter lawn, landscaping, Site Work or other Exterior Lot Items.

(a) **Starter Lawn/Landscaping.** Seller will install a starter lawn to stabilize the Lot and the minimum landscaping package. After Settlement, Seller's obligation is limited to the repair/replacement/installation of any lawn areas/landscaping items determined to be dead or dying or not installed due to weather conditions and identified on the Unresolved Item List by Buyer at the time of the Pre-Settlement Demonstration Sign Off. Thereafter, Buyer is responsible for watering, fertilizing, filling gaps in sod with top soil, overseeding, mowing, mulching and otherwise maintaining the starter lawn and landscaping. If Buyer properly maintains the starter lawn, it should become established in approximately two (2) years. Seller is not responsible if the lawn/landscaping dies after Settlement because of soil conditions, under or over watering, lack of fertilization, pests, disease, inclement weather, negligence, abuse or other reasons.

(b) **Site Work.** Seller will establish the Lot's final grades and swales to provide positive drainage away from the Home's foundation. After Settlement, Seller's obligation is limited by the Limited Warranty provisions for Site Work (i.e., one time repair to address standing water located within 10 ft. of the foundation - correct water which stands for more than 24 hours, or more than 48 hours in swales and fill such affected areas if settlement exceeds 6 inches). Seller will satisfy its obligation under the Limited Warranty by regrading/topdressing with soil and overseeding (not sodding) the affected areas. Seller is not responsible for poor or improper drainage: (i) caused by Buyer's alterations or improvements to the Lot after Settlement (Paragraph 16 of Part Two of the Agreement); (ii) located in any preservation area or conservation easement on or adjacent to the Lot (Paragraph 12(a) of Part Two of the Agreement); or (iii) located in areas of the Lot otherwise left in their natural state (Paragraph 3(c) of Part Two of the Agreement).

(c) **One Time Repairs.** Seller will address warranted Exterior Lot Items only once after Settlement. Repairs addressing such warranted Defects will be performed only in the Spring (April-June) or Fall (September-November), as applicable, weather permitting. Exterior Lot Items should NOT be listed on this Form. Instead, such Items should be identified in a separate letter.

**13. BUYER'S HOME.** After Settlement, Buyer may note that certain characteristics/specifications of Buyer's Home are different from the model home and/or other houses in the Community. Paragraph 3(a) of Part Two of the Agreement provides that the Home's exact room dimensions, the positioning of walls and location of wall switches, thermostats, chases, ducts, registers, returns, plumbing, electrical fixtures and outlets will be determined by Seller during the construction process and that Seller has the right to make variations to the Home (including, but not limited to, variations to the plans, specifications and dimensions to any portion of the Home) and substitute materials, fixtures, appliances and other items, including those Selections set forth in the Selection Schedules. In accordance with Paragraphs 8(a) and (b) of Part Two of the Agreement, **SELLER IS NOT RESPONSIBLE OR OTHERWISE OBLIGATED TO MAKE CHANGES OR ADJUSTMENTS TO THE HOME IF BUYER'S HOME IS DIFFERENT FROM THE MODEL HOME OR OTHER VAN METRE COMPANIES' HOUSES HAVING THE SAME MODEL NAME LOCATED IN THIS OR OTHER COMMUNITIES WITH RESPECT TO THE HOME'S FLOOR PLANS, ROOM DIMENSIONS, FIXTURES AND APPLIANCES, STANDARD FEATURES AND ANY ADVERTISING MATERIALS, OPTION SELECTIONS, COLOR SELECTIONS AND PRICING.** Further, in accordance with Paragraphs 6(d) of Part Two of the Agreement, upon signing the Pre-settlement Demonstration Form/Unresolved Item List and proceeding to Settlement, Buyer acknowledged full compliance by Seller with the terms of the Agreement (including the characteristics/specifications of Buyer's Home), subject only to the Limited Warranty.

**14. REQUEST FOR EXCLUSIONS FROM THE LIMITED WARRANTY.** This Form is not to be used to request Seller to address a contractual or other non-warranty related issue, Exterior Lot Items or to note Buyer's disagreement/request for reconsideration with any determination made by the Warranty Representative or any other Representative of Seller. Instead, Buyer is to submit such issue or item in writing, directly to the Customer Care Department as follows: **VAN METRE COMPANIES ATTN: CUSTOMER CARE 43045 Van Metre Drive, Ste. 200, Broadlands, VA 20148.**