GREATER
BIRMINGHAM ASSOCIATION OF HOME BUILDERS

UNIFORM BUILDERS WARRANTY

Adopted April 12, 1972

ISSUED TO Marie L. Beason DATE 03/28/97

ADDRESS 8015 Greystone Green, Birmingham, Al

The undersigned Builder warrants unto the hereinabove named Owner the material and workmanship in the hereinabove described residental dwelling against latent defects for a period of one (1) year following move in or date of closing, whichever is first. This warranty is issued only upon the following conditions:

1. THIRTY-DAY "BREAK-IN" PERIOD:

During the first thirty (30) days after move in, the builder will adjust for minor omissions or malfunctions, such as missing equipment or hardware, sticking doors, drawers and windows, dripping faucets, etc.

2. LATENT DEFECTS:

A latent defect is defined as one not apparent at time of occupancy, but which becomes apparent within one (1) year from date of closing or move in.

3. PROCEDURE:

Should it appear that a latent defect has developed, outline all details in written form addressed to the builder and the same will be investigated and remedies scheduled, if needed, as soon as possible.

4. SUPPLIER SERVICE:

A supplier service item usually constitutes a malfunction in equipment (i.e., heating, air conditioning, appliances, plumbing, electrical) or an emergency hidden defect (i.e., roof leak).

5. NON-WARRANTABLE CONDITIONS:

There is excepted herefrom the following which shall be determined non-warrantable items and conditions:

A. Cracks:

1. Concrete-Patios, walks and drives can develop cracks due to its character of expanding and contracting or that of the soil on which it is laid. There is no known method for eliminating this condition.

2. Mortar-Cracks can develop in the mortar used in bonding bricks together. This is a normal condition due to shrinkage in either the mortar or brick.

3. Sheetrock: Panelling: Wood-Shrinkage cracks can appear during the "drying out" process of your home. This is normal and usually comes and goes with the seasons. Nail pops will be corrected, but only the area of the nail pop will be repainted and not the entire wall.

B. Floor Squeaks: Extensive research and writing on this subject concludes that much has been tried but little can be done about floor squeaks. Your return air flow will tend to minimize this condition, but an occasional squeak may still develop. Generally these will appear and disappear with changes in weather conditions.

C. Brick Discoloration: Brick may discolor due to the elements, rain run-off, weathering or its inherent materials. Should this occur, it may be cleaned with a solution of vinegar and water (1 qt. vinegar to 1 gallon water) or a solution of hydrochloric acid (1 tablespoon to 1 gallon water). Scrub with brush and rinse with cold water. When using an acid, protect hands and eyes and do not spill on paint or carpeting.

D. Non-uniformity or appearance of antique (used) brick is normal.

E. Broken glass after move-in or closing.

F. Mirror Defects: Quality mirrors have been used. Possible defects such as waves in glass, scratches, silvering failure would have been obvious on your pre-move-in inspection. Mirror silvering can be affected by steam and minute oil particles-take care not to touch the silver with cleaning compounds or oil.

G. Stained Woods: Wood cabinets, panelling, doors all have variations in wood grain and shade of coloring. These variations cannot be controlled.

H. Paint: Checks, cracks, peeling are common items due to causes other than the paint or its application (i.e., allowing lawn sprinklers to hit painted areas will greatly reduce the life expectancy of the painted areas involved; acids found in smog also).

I. Chips, scratches, or mars in tile, woodwork, walls, porcelain, brick, mirrors, plumbing fixtures, etc., not recognized at time of signing.

J. Spots on carpeting, if included in home.

K. Alterations to grading: Your grading has been done to insure proper drainage away from your home. Should you wish to change the drainage pattern due to landscaping or other reason, be sure a proper drainage slope is retained. We assume no responsibility for the grading if the established pattern is altered.

L. Lawn-Your lawn requires care and water to make it cover the yard. It is the owners responsibility to provide this care.

M. Removal and replacement of trees and shrubs.

6. SPECIAL CONDITIONS:

A. The major sub-contractors such as heating, plumbing, electrical are listed on the back hereof and should be consulted for supplier service.

B. Only parts and materials are warranted hereunder and the necessary labor for correction of mechanical functions is hereby excepted.

C. For any customer service-call by the owner, which is not covered by this warranty, (i.e., blown fuses, stopped up toilets), the owner agrees to pay the builder a service charge of $15.00 or each such call.

7. OTHER SPECIAL CONDITIONS:

This warranty is the only warranty expressed or implied or representation made by the builder, except for the required VA/FHA Warranty, if applicable and shall not be transferable to any subsequent owner.

KDK CONSTRUCTION, L.L.C.,

BUILDER Kathy Rauchley

By, Kathy Rauchley, Its Manager

Inst # 1997-10627
04/07/1997-10627
09:32 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
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