



Warranty Service, Years 1 – 2

Welcome to your new home! We wish you many years of happiness and sincerely appreciate the opportunity you have given us to build your new home. We fully realize your new home is one of the largest investments you will ever make, and thus we have used high-quality products and the best available workmanship to protect your investment.

The key to happiness and pleasure in your new home is trouble-free operation of the fine mechanical components, and quick satisfactory service when required. To ensure quality service, we would appreciate it if you would fill out our Thirty-day Questionnaire.

ABOUT OUR WARRANTY

As a purchaser of one of our new homes, you are protected by the 2-10 Home Buyer's Warranty within North Carolina. As a 2-10 Home Buyer's Warranty Builder, we are required to meet certain standards of performance that will insure the quality of your new home. The 2-10 Home Buyer's Warranty program provides you with a limited warranty from the builder as well as an insurance policy underwritten by a national company that backs the Chesapeake Homes Warranty and provides extended insurance coverage on major structural defects should they occur.

First-Year Coverage - Chesapeake Homes warrants against defects caused by faulty workmanship or materials resulting from non-compliance with 2-10 approved standards.

Second-Year Coverage - Chesapeake Homes' warranty continues for the second year to **protect against certain defects** in the heating, cooling, electrical and plumbing systems, exclusive of equipment and fixtures.

North Carolina's 2-10 Policy Holders

Upon receipt of your **Twelve-Week Service Request Form**, Chesapeake Homes will schedule a Warranty Service Inspection. During this inspection, we will review the list with you and determine what corrective work may be required and warranted. The same procedure will be repeated with the **Ten-Month Service Request Form** prior to the end of the first year.

Based on the results of the Warranty Service Inspection, Chesapeake Homes will issue service orders to subcontractors and suppliers as needed to correct warranted items. **ALWAYS** sign Service Orders when presented for your signature. Don't refuse to sign if something is unsatisfactory or incomplete; simply note it on the service order and notify our Warranty Service Department in writing of your dissatisfaction.

Completion of this process from receipt of your service request form to completion of issued service orders will require approximately six weeks.

If service is in any way different from what we promised, always respond promptly in writing.

After the pre-settlement orientation and closing, NEVER attempt to relay a request for service through our Construction Manager, Assistant Construction Manager, your Sales Agent, or a passing workman. We cannot assume responsibility for service requests made to anyone other than our Warranty Service Representatives.

Please Note: Your 10-Month Warranty Service Request is directly affected by the one-year anniversary of your closing. Accordingly, the Warranty Department cannot process lists received after the 10-month anniversary of your closing.

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North Carolina's 2-10 Home Buyer's Warranty (HBW) Years 1 – 2

COVERAGE

DEFINITION: **You** and **Your** means the person(s) who holds title to the Home.

The following Construction Performance Guidelines are standards that have been developed and accepted by the residential construction industry in general. They apply only to the One-Year Workmanship and Two-Year Systems Warranties. While it is virtually impossible to develop Construction Performance Guidelines for each possible deficiency, the construction industry and HBW have attempted to isolate the most common actual physical damage deficiencies that occur and in so doing, list your responsibilities and those of your builder and warranty insurers. Where a specific Construction Performance Guideline has not been specified, the guidelines found in the publication "Residential Construction Performance Guidelines, 2nd Edition-Contractor Reference," by the National Association of Home Builders (NAHB) 2000, will apply. Copies of this publication may be special-ordered through most book retailers, or purchased directly from the NAHB Bookstore by calling 1-800-223-2665. The NAHB Bookstore may also be reached online at www.BuilderBooks.com. If an item is not covered in that publication, locally accepted trade practices of the construction industry will be used.

The Construction Performance Guidelines are expressed in terms of required standards that your builder's (as listed on your Certificate of Warranty) construction should meet. Non-compliance with these construction standards calls for corrective action by Your Builder. Builder will try, to its best ability, to match and replace Your original choice of colors and materials, except where You custom-ordered the items. Your builder cannot be responsible for discontinued items, changes in dye lots, colors or patterns, or items ordered outside of the original construction.

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EXPRESS LIMITED WARRANTY COVERAGE/ CONDOMINIUMS

All exterior Common Element Stairways and Landings contained within multi-family projects will be covered only if they are constructed entirely of metal and/or concrete materials. All other exterior Common Element Stairways and Landings contained within multi family projects are excluded from coverage unless your builder (as listed on your Certificate of Warranty) paid an additional fee for coverage of wood materials used in exterior Common Element Stairways and Landings as reflected on your Certificate of Warranty Coverage.

EXCLUSIONS

This Limited Warranty does not provide any coverage for the following items, which are specifically excluded:

1. Damage to land and other real property that was not part of your home, or any property that was not included in the purchase price stated on the Certificate of Warranty Coverage.
2. Damage to swimming pools and other recreational facilities; driveways; boundary walls, retaining walls and bulkheads (except where boundary walls, retaining walls and bulkheads are necessary for the structural stability of the home); fences; landscaping (including sodding, seeding, shrubs, trees, and plantings); sprinkler systems, patios, decks, stoops, steps and porches, outbuildings, detached carports, or any other appurtenant structure or attachment to the dwelling; or other additions or improvements not a part of your home.
3. Loss or damage which arises while your home is being used primarily for non-residential purposes.
4. Changes in the level of underground water table which were not reasonably foreseeable at the time of construction of your home.
5. Failure of your builder to complete construction.
6. Non-compliance with plans and specifications; violations of local or national building codes, ordinances or standards.
7. Any condition which has not resulted in actual physical damage to your home.
8. Any loss or damage that is caused, or made worse, by any of the following causes, whether acting alone or in sequence or concurrence with any other cause or causes whatsoever, including without limitation:
 - a. Negligence, improper maintenance, defective material or work supplied by, or improper operation by, anyone other than your builder or its employees, agents or subcontractor, including failure to comply with the manufacturer's warranty requirements for appliances, equipment or fixtures.
 - b. Your failure to give prompt and proper notice to HBW and your builder of any defect.
 - c. Change of the grading of the ground that does not comply with accepted grading practices, or failure to maintain the original grade.
 - d. Riot or civil commotion, war, vandalism, hurricane, tornado or other windstorms, fire, explosion, blasting, smoke, water, rainwater, ground water, flood, dampness, condensation, hail, snow, ice-storm, lightning, falling trees or other objects, aircraft, vehicles, mud-slide, avalanche, earthquake, or volcanic eruption.
 - e. Abuse or use of your home, or any part thereof, beyond the reasonable capacity of such part for such use.

- f. Micro-organisms, fungus, decay, rotting of any kind including wet-rot, dry-rot or soft-rot; mold, mildew, vermin, termites, insects, rodents, birds, wild or domestic animals, plants, corrosion, rust, radon, radiation, formaldehyde, asbestos; any solid, liquid or gaseous pollutant, contaminant, toxin, irritant or carcinogenic substance, whether organic or inorganic; and electromagnetic fields or emissions, including any claim of health risk or uninhabitability based on any of the foregoing.
 - g. Your failure to minimize or mitigate any defect, condition, loss or damage as soon as practicable.
- 9. Any loss or damage caused by buried debris, underground springs, sinkholes, mine shafts or other anomalies which were not reasonably foreseeable in a building site provided by you.
 - 10. Any defect or damage you knew about prior to the Effective Date of Warranty.
 - 11. Any request for warranty performance submitted to HBW or Your Builder after an unreasonable delay, or later than 30 days after the expiration of the applicable Warranty Term.
 - 12. Loss caused, in whole or in part, by any peril or occurrence for which compensation is provided by state legislation or public funds.
 - 13. Costs of shelter, transportation, food, moving, storage, or other incidental expenses related to relocation during repair, or any other costs due to loss of use, inconvenience, or annoyance.
 - 14. Diminished market value of your home.
 - 15. Any and all consequential loss or damage, including without limitation, any damage to property not covered by this Warranty, any bodily damage or personal injury of any kind, including physical or mental pain and suffering and emotional distress, and any medical or hospital expenses, or lost profits.
 - 16. Any and all exclusions set forth in the Construction Performance Guidelines.

The Limited Warranty covers only those Defects and Structural Defects which first occur during the Warranty Term; any Defects or Structural Defects you knew about prior to the Effective Date of Warranty such as “walk-through” or “punch-list” items are not covered.

The Limited Warranty does not apply to any manufactured items such as appliances, fixtures, equipment (except as specifically defined in the Construction Performance Guidelines) or any other item which is covered by a manufacturer’s warranty; nor does it cover system defects that are caused by failure of any such manufactured item. Appliances and items of equipment not covered by this Limited Warranty include, but are not limited to: air-conditioning units, attic fans, boilers, burglar alarms, carbon monoxide detectors, ceiling fans, central vacuum systems, chimes, dishwashers, dryers, electric meters, electronic air cleaners, exhaust fans, fire alarms, fire protection sprinkler systems, freezers, furnaces, garage door openers, garbage disposals, gas meters, gas or electric grills, heat exchangers, heat pumps, humidifiers, intercoms, oil tanks, outside lights or motion lights not attached to the home, range hoods, ranges, refrigerators, sewage pumps, smoke detectors, solar

collectors, space heaters, sump pumps, thermostats, trash compactors, washers, water pumps, water softeners, water heaters, whirlpool baths, and whole house fans.

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