



### **Builders Warranty:**

**Date:** \_\_\_\_\_

**Whereas:** Stonegate Custom Homes, Inc. (the Contractor) has built a home located at \_\_\_\_\_, in the county of \_\_\_\_\_, State of Iowa.

**Whereas:** Stonegate Custom Homes, Inc. does hereby agree to give a builders warranty on the above address for the period of one (1) year following closing or occupancy by the Buyer, whichever comes first.

The Contractor warrants the above project to be free from latent defects for a period of one (1) year following closing or occupancy by the Buyer, whichever comes first. A latent defect in construction is herein defined as a defect not apparent at the time of occupancy or closing, but becomes apparent within the one (1) year warranty period, and such defect has been directly caused by the Contractors failure to construct in accordance with the standard of construction prevailing in the geographical area of the project. It is stressed, however that normal characteristic behavior of building materials, wear and tear, general maintenance, and like items, will not constitute a latent defect.

**Procedure:** Should it appear that a non emergency, latent defect has developed the Buyer shall outline all pertinent details in writing, and deliver to the Contractor. Following receipt of such notice, the Contractor will make an inspection. If the latent defect exists, the Contractor will either repair or replace it. At the Contractors sole option.

1. At thirty (30) days after closing or possession the Buyers may submit a written list of any minor omissions or malfunctions not previously made known to the Contractor. To the extent that such items are a normal contractor responsibility or not otherwise excluded hereunder, corrections or adjustments will be made by the Contractor as outlined above.
2. At eleven (11) months after closing or possession the Buyers may submit a second written list detailing any malfunctions not previously made known to the Contractor. To the extent that such items are a normal contractor responsibility or not otherwise excluded hereunder, corrections or adjustments will be made by the Contractor as outlined above.
3. The Contractor shall not be liable under this agreement unless written notice of the latent defect shall have been given by the Buyer to the Contractor within the one (1) year warranty period. Steps taken by the Contractor to correct any defect or defects shall not act to extend the warranty period described hereunder. This warranty is given in lieu of any and all other warranties, either expressed or implied.

4. The Contractor hereby assigns to the Buyer all of the Contractors rights, if any, on manufacturers warranties on appliances and items of equipment included in the project. The Contractor assumes no responsibility for such manufactures warranties and the Buyer should follow the procedures in these warranties if defects appear.
5. Notwithstanding anything to the contrary stated herein. This warranty does not cover any appliance, piece of equipment, or item which is a consumer product for purposes of the Magnuson-Moss Act (15USC, 2301 through 2312.)
6. The Contractor does not assume responsibility for any of the following, all of which are expressly excluded from coverage under this Builders Warranty:
  - A. Defects in appliances or equipment which are covered by a manufacturers warranty.
  - B. Incidental, consequential or secondary damages caused by a breach of this warranty.
  - C. Defects which are the result of characteristics common to the materials used, such as but not limited to, warping and deflection of wood; mildew and fading; chalking and checking of paint due to sunlight; cracks due to drying and curing of concrete, stucco, plaster, bricks and masonry; drying, shrinking and cracking of caulk and weather stripping.
  - D. Conditions resulting from condensation on, expansion or contraction of materials.
  - E. Defective design or materials supplied by the buyer or installed under His direction, or defects caused by anything not built into, or installed in the project pursuant to the contract between Contractor and Buyer.
  - F. Damages due to ordinary wear and tear, abusive use or lack of proper maintenance of the project.
  - G. Loss or injury due to the elements.
  - H. Landscaping or any portion thereof is hereby expressly excluded from this warranty including sod, seeding, shrubs, trees, and plantings.
  - I. Insect damage of any nature whatsoever.
  - J. Non-uniformity of appearance of masonry, shingles, cabinetry, millwork, or concrete.
  - K. Chips, scratches, or mars on flooring, woodwork, walls, plumbing fixtures, countertops, mirrors, or any finished surface not expressly identified to the Contractor prior to closing.
  - L. Dripping faucets and toilet adjustments after the initial 30 day warranty period described herein.
  - M. Utility service lines installed by the Developer, municipality, or service company and settling, back filling, or slumping thereof.
  - N. Deterioration or defects in asphalt paving.
  - O. Movement or shifting of the soils beneath the project and changes in the underground water table and subsurface soil structures beyond the Contractors control.

All warranty work shall be scheduled during normal weekday working hours except for emergencies.

This warranty is extended only to the Buyer named herein. It is not transferable to subsequent buyers of the project.

Should any term of this agreement be deemed by a court of competent jurisdiction to be unenforceable, such determination shall not affect the enforceability of the remaining provisions.

**In witness whereof**, the parties hereto have executed this agreement on the date first above written,

Seller:

\_\_\_\_\_  
For Stonegate Custom Homes, Inc.

\_\_\_\_\_  
Date

Buyer:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

## **After Hours Emergency Telephone Numbers**

Professional Plumbing	319-846-8185
Novak Heating	319-364-4626
MB Electric	319-377-7175

## **Utility Transfer Telephone Numbers**

Mid American Energy (Gas Service )	888-427-5632
Alliant Energy (Electric Service)	800-822-4348
Linn County REC (Electric Service)	319-377-1587
North Liberty City Hall (water, garbage)	319-626-5700
Cedar Rapids Water Dept.	319-286-5910
Robins City Hall	319-393-0588
Harvest Estates Homeowners Association 1603 Pleasant Plain Rd. Suite 200 Fairfield, IA 52556	641-472-0902

## **Program Garage Door Keypad**

1. Clear old PIN  
(Program button) hold, (6) hold, (Arrow) hold  
Hold all 3 together
2. New Code  
(3), (5), (7), (Program), “enter new code” (Program)

Push “learn code” on the opener  
Enter the new code on the keypad  
Press arrow key three times