

LIMITED WARRANTY

Who is Covered

The Limited Warranty is offered to the original purchaser and automatically transfers to subsequent owners of the home during the Limited Warranty period.

Limited Warranty Coverage

Limited Warranty period - The coverage of this Limited Warranty begins on the date of the closing. The coverage of this Limited Warranty ends two years after closing, unless explicitly set forth below. Limited Warranty coverage ends automatically when each Limited Warranty period expires.

Components of the Home

Echelon Fine Homebuilders will correct defective materials or workmanship of the home or the home site within limits described below. Refer to the component name under the Maintenance section for specific maintenance and warranty information. The components of the home are defined as:

The home itself, including: walls, floors, ceilings, roof, gates, doors, cabinets, shelves, floor coverings, closets, patios, balconies, bathroom fixtures, railings, planters, roof tile, gutters, windows, duct work, wiring and pipes within the home, or on the home site, when these items were included during the construction of your home, or otherwise expressed in your written contract.

If you find any of the defects mentioned on this page, you should notify Echelon Fine Homebuilders in writing within the specified Limited Warranty period and follow the procedures that have been established for filing warranty claims under How To Make A Routine Warranty Claim.

MAJOR STRUCTURAL DEFECTS

LIMITED WARRANTY - Echelon Fine Homebuilders warrants your new home to be free of major structural defects for 10 years from the time of closing. A "major structural defect" is defined as any physical damage to the following designated load-bearing portions of the home that affects their load-bearing functions to the extent that the home becomes unsafe, unsanitary, or otherwise not suitable for occupancy:

- **BEAMS**—The original horizontal wood and steel support members that provide the basic support for the structure.
- **GIRDERS**—A horizontal main structural member that supports vertical loads.
- **LINTELS**—A horizontal architectural member spanning and carrying the load above an opening.
- **COLUMNS**—The original vertical wood and steel support members that provide support for the structure.
- **FOUNDATION SYSTEMS AND FOOTINGS**—These are the original concrete support systems, not including floating concrete slabs.
- **FLOOR SYSTEMS**—Any structural steel/wood floor, not including floating concrete slabs.
- **ROOF FRAMING SYSTEMS**—The trusses and roofing structural components.
- **WALLS AND PARTITIONS**—The original interior and exterior wall and dividers of the structure, not including drywall.

REPAIR OF A STRUCTURAL DEFECT IS LIMITED TO:

- The repair of damage to the load-bearing elements to restore their function.
- The physical repair of items in the home directly damaged by the major structural defect, which makes the home unsafe, unsanitary or otherwise unsuitable for occupancy.

MAJOR STRUCTURAL DEFECTS NOT COVERED BY LIMITED WARRANTY

This section identifies items that are not covered by this Limited Warranty. Generally, these items are caused by circumstances that are beyond our control.

- **OWN** Limited Warranty.
- **CATASTROPHES**—Damage caused by acts of God, lightning, windstorm, hail, flood, mud slide, earthquake, volcanic eruption, wind driven water and changes in the underground water table, natural catastrophes, acts of war, and other **ER'S ROUTINE USAGE, REPAIRS OR ALTERATIONS** - Repairing damage that is caused by the owners or by agents of the owners, including attempted repairs to items that might otherwise be covered by the circumstances that are beyond our reasonable control.
- **LACK OF TIMELY MAINTENANCE**—Damage that results from the lack of normal maintenance to the home and its components.

- **ALTERATIONS**—Alterations, changes, or additions by the owner and/or their trade contractors, and any damage resulting from the same.
- **ABUSE**—Damage caused by abuse or by any use for which the damaged part is not intended.
- **IMPERFECTIONS IN WOOD**—Cracks in wood, or in the minor separation or opening of wooden joints such as those in paneled doors, mitered casings, or solid paneling that are caused by the normal shrinkage of wood during the drying process of your home. In addition, Echelon Fine Homebuilders is not responsible for cracking, checking, twisting, or turning of wood beams unless such condition prevents the beam from meeting industry structural standards or it unreasonably detracts from the beauty of the home.
- **EXTERNAL PAINTING**—Normal fading, chalking, or peeling of outside paint. If Echelon Fine Homebuilders performs paint touch up, perfect match of color is not guaranteed. The homeowner should perform touch up painting annually or as needed.
- **APPLIANCES**—Appliances, equipment, and other consumer products that are in the home. These items are covered by specific warrants from the manufacturer. Please follow the guidelines in the manufacturer’s warranty publications to request service. If you encounter a problem in obtaining service from a manufacturer, please contact the Echelon Fine Homebuilders Warranty Department for assistance.

If your home has a defect that is covered by this Limited Warranty, please notify the Echelon Fine Homebuilders Warranty Department in writing. It is important that you notify us as soon as possible when you discover the defect. Please do not submit requests to onsite Echelon Fine Homebuilders employees, as they must be mailed, faxed or E-mailed directly to our Office.

It may be necessary to inspect the area or item before determining if the defect is covered by the Limited Warranty. If the claim is within the specifications of the Limited Warranty, we will attempt to repair or replace the item, at our sole discretion and at no charge to you. Echelon Fine Homebuilders or the trade contractor of our choice will perform the work. Weather conditions, problems with labor, and material shortages can extend the time that is needed to complete repairs or to replace items.

Unless arrangements have been made in writing prior to implementation, reimbursement for any repairs, replacements, or work performed by the homeowner, agents of the homeowner, or others who are not specifically authorized by Echelon Fine Homebuilders cannot be provided. Echelon Fine Homebuilders cannot be responsible for delays in repairs and replacements from weather, unavoidable material shortages, and labor disputes / shortages. Echelon Fine Homebuilders will intervene for the homeowner to prompt contractors and manufacturers to provide warranty repairs and replacements promptly.

Echelon Fine Homebuilders responds to all warranty requests as quickly and efficiently as possible. All warranty requests received during the warranty period will be scheduled for completion in a timely manner.

HOW TO FILL OUT THE WARRANTY WORK REQUEST

To assure quality and to enable us to maintain a complete file on your property, requests for service must be submitted in writing to our office location. Please fill out a homeowner’s service Request indicating:

- Community & home site number
- Name & address
- Home & work phone numbers
- General description of the problem
- Room location in the home
- Location in the room

Mail your written request for service to:

**Echelon Fine HomeBuilders
Homeowners Warranty
16765 East Parkview, Suite 102
Fountain Hills, AZ 85268**

Or fax it to the attention of the Warranty Department at **(480) 837-5599**.

Additional Warranty Work Requests are available at the Echelon Fine HomeBuilders office or by calling **(480) 816-1244**.

Please indicate the times and the dates (between the hours of 8 a.m. and 4 p.m., Monday through Friday) that are most convenient for work to be scheduled.

We take pride in the trade contractors we have selected and feel confident they will provide you with expedient and quality service.