

2-10 HOME BUYERS WARRANTY

Jim Robinson Homes come with express limited warranty protection from the Home Buyers Warranty program of Home Byers Warranty Corporation.

Real Estate General, Ltd. warrants that , within the limitations described, your Home will be free from qualifying structural defects, and if so indicated on your Certificate of Warranty Coverage, will also be free from defects in workmanship and systems.

Your Builder's Limited Warranty will be insured by the insurance company stated on the Certificate of Warranty Coverage which you will receive after your home is enrolled in the Home Buyers Warranty (HBW) Program.

This Warranty is a contract between you and your Builder. HBW is the warranty administrator, but NOT a warrantor under the contract. Your Builder's warranty insurer is not a party to this Warranty Contract, but your Builder's warranty insurer has agreed to perform certain tasks and undertake certain obligations which are described.

Structural Defect is defined as actual physical damage to the designated load-bearing elements of the Home caused by failure of such load-bearing elements which affects their load-bearing functions to the extent that your Home becomes unsafe, unsanitary, or otherwise unlivable. This coverage is the same as that contained in regulations of the Department of Housing and Urban Development in effect at the time of the issuance of this Warranty. This is coverage for catastrophic failure of load-bearing elements of your Home. The designated load-bearing elements that are covered under this structural warranty are:

1. Footings and Foundation systems;
2. Beams;
3. Girders;
4. Lintels;
5. Columns;
6. Roof sheathing only if your Home has original FHA/VA financing still in effect;
7. Walls and partitions;
8. Roof framing systems;
9. Floor systems.

Examples of elements not covered by this structural warranty which are deemed NOT to have Structural Defect potential are:

1. Non-load-bearing partitions and walls;
2. Walls, tile or paper, etc.;
- 3) Plaster, laths, or drywall;
4. Flooring and sub-flooring material;
5. Brick, stucco, stone or veneer;
6. Any type of exterior siding;
7. Roof shingles, roof tiles, sheathing, and tar paper;
8. Heating, cooling, ventilating, plumbing, electrical and mechanical systems;
9. Appliances, fixtures or items of equipment;
10. Doors, trim, cabinets, hardware, insulation, paint, stains; and

11. Basement and other interior floating, ground-supported concrete slabs.

REPAIR The Builder or the Warranty Insurer shall have the option to repair, replace or pay you the reasonable cost of repair of any covered Defect or Structural Defect. The design, method and manner of such repair shall be within the sole discretion of the Builder, if the Builder pays for the repair, or of the Warranty Insurer, if the Warranty Insurer pays for the repair. You are responsible for any damage to any improvement, fixture or property not constructed by the Builder which is damaged by, or during the repair of, a covered Defect or Structural Defect, and you shall pay for the cost of repair of such improvement, fixture or property necessitated by the repair of a covered Defect or Structural Defect. No repair shall extend the term of this Warranty as to any covered Defect or Structural Defect, including without limitation, the Defect or Structural Defect which was the subject of the repair. The repair of a Structural Defect consists of, and is limited to: 1) repair of damage to the load-bearing portions of your Home necessary to restore their load-bearing function, 2) repair of those non-load-bearing portions damaged by the Structural Defect and whose repair is necessary to make you Home once again safe, sanitary, or otherwise livable, and 3) repair and cosmetic correction of only those surfaces, finishes and coverings, original with the Home, damaged by the Structural Defect or which require removal and replacement to repair the Structural Defect or to repair other damage directly attributable to the Structural Defect. Repairs are intended to restore the Home to approximately the condition just prior to the Structural Defect, but not necessarily to a like-new condition.

WARRANTIES TRANSFERABLE All of your rights and obligations hereunder shall fully transfer to each successor in title to the Home, including any mortgagee in possession, for the remainder of the Warranty Term and any such transfer shall in no way affect or reduce the coverage under this Warranty for its unexpired term. There is no limit to the number of such transfers during the Warranty Term nor any cost hereunder as a result of such successions. If you sell your Home during the Warranty Term, you agree to give this Warranty to your buyer to inform your buyer of warranty rights and to make it possible for the buyer to fulfill the obligations under the terms of this Warranty. If you are a successor owner of the Home (that is, an owner other than the original purchaser), your Home will benefit from the coverage provided by this Express Limited Warranty. Likewise, you are also bound by all the terms and conditions of the Warranty including but not limited to claims procedures and participation in arbitration.

YOUR OBLIGATIONS The Warranty coverage pays for the cost of labor and materials to correct a covered Defect or Structural Defect. Your obligation is to care for your Home in such a way as to prevent or minimize damage to it. You should be aware that all new homes go through a period of settlement and movement. During this period, your Home may experience some minor material shrinkage, cracking and other events which are normal and customary. Remember that you are responsible for proper maintenance of your Home including maintaining Builder-set grades around Home, planting trees and shrubs at the proper distance, and conforming to generally accepted landscape practices for your region.

EXCLUSIONS This warranty does not provide any coverage for the following items, which are specifically excluded.

1. Damage to 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 (except where boundary walls, retaining walls and bulkheads are necessary for the structural stability of the Home), fences, land, landscaping (including sodding, seeding, shrubs, trees and plantings), sprinkler systems, patios, decks, stoops, steps and porches, outbuildings, 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 nonresidential 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. Noncompliance with plans and specifications; violations of local or national building codes, ordinances or standards;
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, negligence on the part of any person:
 - a. Negligence, improper maintenance, defective material or work supplied by, or improper operation by, anyone other than your Builder or its employees, agents or subcontractors, including failure to comply with the warranty requirements of manufacturers of 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 windstorm, fire, explosion, blasting, smoke, water, flood, hail, snow, ice storm, lightning, falling trees or other objects, aircraft, vehicles, mudslide, 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. Microorganisms, fungus, decay, wet rot, soft rot, rotting of any kind, 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 field or emission, 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, mineshafts 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; and
15. Any and all consequential loss or damage, including without limitation, any damage to property not covered by this Warranty, any damage to personal property, any damage to property which you do not own, 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 Section IX

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

This Warranty does not apply to any manufactured item such as appliances, fixtures, equipment (except as specifically defined in the Construction Quality Standards) or any other item which is covered by a manufacturer’s warranty, not does it cover systems 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 mothion 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 wholehouse fans.