

LIMITED WARRANTY



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LIMITED WARRANTY

Congratulations on your new home purchase! Canyon Mill Homes ("Seller") extends this Limited Warranty to you, the original home buyer ("Buyer"). This binding agreement outlines the terms, conditions, and coverage limits for your new home, effective from the recording date of the title transfer and lasting for one year.

Provided your home is maintained in accordance with Seller's guidelines, Seller warrants that the home will be free from construction defects inconsistent with the standards stated herein. Should defects in materials or workmanship be found within one year, and upon written notice from Buyer, Seller will inspect and provide reasonable repairs, subject to the conditions of this warranty. Corrective actions taken will not extend the original warranty period. Any modifications made by Buyer or third parties after closing void coverage for modified areas.

SELLER'S OBLIGATIONS

If a covered defect occurs during the warranty period, Seller will repair or replace the defective part, choosing between repair and replacement. Replacement materials will be of similar quality. Actions taken by Seller will not extend the warranty period. All repairs will be provided at no cost to Buyer within a reasonable time frame. Any subcontractors used will be selected by Seller, and the warranty does not cover secondary damage caused by the defect.

BUYER'S OBLIGATIONS

To qualify for this Limited Warranty, Buyer must maintain the home according to accepted home maintenance standards in Utah and follow equipment manufacturers' guidelines. Written notice of defects must be provided before the warranty period ends. Seller must have reasonable access to inspect and repair the home, and failure to provide such access will relieve Seller of their obligations.

OTHER INSURANCE

If repairs are covered under other insurance policies, Buyer must assign those proceeds to Seller if requested to cover the incurred costs of repair or replacement.

EXCLUSIVE WARRANTY

This Limited Warranty replaces all other express or implied warranties. It serves as the only recourse for Buyer regarding defects in the home, materials, or workmanship. To the fullest extent permitted by law, Buyer waives all claims for construction defects except those covered by this Limited Warranty.

NON-TRANSFERABLE

This warranty is applicable only to the original Buyer and is non-transferable. It immediately ends upon the sale, conveyance, or any change in occupancy or use of the home as a rental property.

OTHER WARRANTIES

Defects in appliances, equipment, or products covered by a manufacturer warranty are excluded from this warranty. Seller passes through to Buyer all subcontractor or manufacturer warranties. Items such as dishwashers, dryers, and other household appliances are excluded from this coverage.

LIABILITY LIMITATIONS

Consequential damages are not covered. Seller's total liability is limited to 15% of the home's purchase price. Seller has sole discretion over repair, replacement, or payment options.

DISPUTE RESOLUTION

In the case of disputes, Buyer must notify Seller. If the matter remains unresolved, either party may submit it to arbitration. Each party selects one arbitrator, and a third is chosen by those arbitrators. Arbitration follows the American Arbitration Association's rules, and decisions are final.

Providing warranty service for a new home is more complex than servicing other products. When you purchased your home, you acquired hundreds of individual items, as well as the workmanship of various independent contractors. With so many details and people involved, having a well-organized system is essential. Your cooperation in following these procedures is greatly appreciated.

Before submitting a service request, please review any manuals, bulletins, or materials related to the product or item that requires repair. Often, the issue can be resolved by checking factors such as operation, power supply, or functionality. Accurately identifying the cause will help speed up any necessary corrective actions. Please note that the seller reserves the right to charge the buyer for unnecessary service or inspection requests, with a minimum one-hour charge for time and materials.

EMERGENCY SERVICE REQUESTS

Emergency warranty issues are uncommon. In such cases, take initial steps like shutting off power or water if applicable. During business hours, contact our warranty office. After-hours emergencies can be reported via the following:

CONDITIONS WARRANTING EMERGENCY RESPONSES INCLUDE:

- Loss of heat in winter (October to April)
- Total electricity loss (not utility-caused)
- Total water loss (not utility-caused)
- Major plumbing leaks
- Sewage backup
- Roof leaks affecting the interior
- Gas leaks (leave the home and call the gas company)

REGULAR SERVICE REQUESTS

For non-emergencies, please send an email with complete information, including name, address, community, and lot number. Also, describe the problem and provide your availability.

INSPECTION AND REPAIR HOURS

Repairs are generally performed Monday through Friday, 8:00 a.m. to 4:00 p.m. Many repairs require daylight or involve independent contractors unavailable during evenings or weekends.

- A significant portion of repairs require daylight for proper execution. This applies to drywall, Paint, and exterior work of almost any type.
- We also found that most of the independent trade contractors who helped us build your home—many of whom operate as small companies—were unable to work all week and also be available for extended hours.
- Administrative staff and supervisors would need to be available to answer questions. Having some personnel work extended hours meant being short staffed during normal business hours. We therefore appreciate your understanding and cooperation with our Monday through Friday, 8:00 a.m.— 4:00 p.m. warranty hours.

ACCESS TO YOUR HOME

For both inspections and repair appointments, we do not accept keys or enter your home in your absence, and the same policy applies to our trade contractors. While this may result in longer wait times for resolving warranty items, we prioritize your peace of mind and security above all else.

Warranty visits are scheduled when an adult is available to accompany our representative and show the specific items you've listed. Our in-house technicians, as well as those from our trades or suppliers, will only perform repairs when an adult is present to grant access to your home. An adult is defined as someone 18 years or older who is authorized by you to admit service personnel and sign completed work orders. For all warranty purposes, the adult present during the work is considered your authorized representative, able to make decisions on your behalf and confirm the completion of the work.

WARRANTY REPAIRS

WARRANTY REPAIRS

Our repair criteria exceed standard practices. However, we reserve the right to deny certain requests. Maintenance responsibilities lie with the homeowner, and incorrect service requests may incur charges.

SERVICE APPOINTMENT

If multiple items require attention, we may request scheduling at least ten days after inspection to ensure all repairs are done concurrently. More than one visit might be required if repairs need sequencing.

EXTERIOR ITEMS, CHILDREN, PETS, AND BELONGINGS

Exterior repairs can often be completed without the homeowner present, given proper access. For safety, children and pets must be kept away from work areas. Personal belongings should also be removed from the repair zone to prevent damage.

SURFACES AND COMPLETION TIME

Service technicians are expected to cover surfaces and clean the work area afterward. Repairs should be completed within 30 days unless delayed by back orders or weather conditions.

MISSED APPOINTMENTS

Good communication is crucial. Notify us promptly if you need to reschedule.

MANUFACTURER WARRANTIES

We do not cover items under manufacturer warranties. Please complete registration cards to receive full coverage from manufacturers.

EXCLUSIONS

This Limited Warranty applies only to the home and its connected structures. Landscaping and additional structures are excluded. Items specifically excluded are:

1. Defects in non-original items or those provided by other contractors.
2. Damage due to improper maintenance or negligence by parties other than Seller.
3. Normal wear and tear.
4. Loss from acts of God, like fire or flood.
5. Damage due to over-watering of property.
6. Defects without physical damage.
7. Damage while the home is used for non-residential purposes.
8. Damages made worse by unauthorized modifications.
9. Manufacturer warranty items.
10. Failure to act promptly to minimize losses.
11. Personal property or bodily injuries.
12. Mold damage.
13. Damage due to pests.
14. Cosmetic defects not reported before possession.
15. Compensation for inconvenience due to repairs.
16. Wear and tear due to natural material characteristics.

WARRANTY STANDARDS

It is understood that the home is a product of many different subcontractors, suppliers, building codes, inspectors, and supervisors. Minor flaws will exist in any home. Seller makes every effort to comply with reasonable standards of performance that exist in the building industry. These standards of performance are for the protection of the Buyer as well as the Seller. The following standards and specifications will be used to determine the action taken by Seller during the applicable warranty period for the items listed.

Appliances

Issue: Appliances not functioning correctly.

Guidance: Check the operational manuals and power supply before submitting a request for service.

Seller's Responsibility: Seller does not warrant appliances but will correct improper installation or installation-related damages.

Cabinetry

Issue: Chips, cracks, or scratches.

Seller's Responsibility: Seller will only repair issues reported during the final walk through. Items that require specific lighting to notice are not covered.

Issue: Warped cabinet doors or drawers.

Guidance: Minor war page is to be expected.

Seller's Responsibility: War page exceeding 1/4 inch will be addressed.

Issue: Separation of cabinets from the wall or ceiling.

Seller's Responsibility: Separation beyond 1/4 inch will be corrected.

WARRANTY STANDARDS

Concrete

Issue: Settling, heaving, or cracking in concrete.

Guidance: Movement is normal. Concrete slabs are not structural elements and should be sealed regularly by Buyer.

Seller's Responsibility: Excessive issues, such as vertical displacement over 1 inch or improper drainage, will be adjusted.

Counter tops

Issue: Separation of counter tops from walls.

Seller's Responsibility: Seller will adjust if the separation exceeds 1/4 inch. Regular caulking is Buyer's responsibility.

Issue: Laminate detachment from the wood backing.

Seller's Responsibility: Correct detachment using proper adhesive methods.

Crawl Space

Issue: Inadequate ventilation in the crawl space.

Guidance: Ventilation is crucial to avoid moisture buildup.

Seller's Responsibility: Adjust ventilation as per applicable building codes.

Deck

Issue: War page or splits in deck boards.

Seller's Responsibility: Replace or repair boards that do not meet the grading agency's standards.

Interior Doors

Issue: Warped doors.

Guidance: Temperature changes cause minor war page.

Seller's Responsibility: Doors warped beyond 1/4 inch will be repaired.

WARRANTY STANDARDS

Exterior Doors

Issue: Difficulty in closing doors.

Seller's Responsibility: Adjust hardware to ensure proper closing with reasonable force.

Drywall

Issue: Cracks, nail pops, or other imperfections.

Seller's Responsibility: One-time repair of cracks over 1/4 inch in width or 6 inches in length during the warranty period.

Electrical

Issue: Electrical components not functioning properly.

Guidance: Confirm circuit breakers and GFCI switches are working before requesting service.

Seller's Responsibility: Repair or replace defective outlets or switches.

Fireplace

Issue: Cracks in the trim or veneer.

Seller's Responsibility: Repair cracks exceeding 1/4 inch in width, matching color as closely as possible.

Electrical

Issue: Electrical components not functioning properly.

Guidance: Confirm circuit breakers and GFCI switches are working before requesting service.

Seller's Responsibility: Repair or replace defective outlets or switches.

WARRANTY STANDARDS

Fireplace

Issue: Cracks in the trim or veneer.

Seller's Responsibility: Repair cracks exceeding 1/4 inch in width, matching color as closely as possible.

Flooring

Issue: Visible carpet seams.

Seller's Responsibility: Eliminate open gaps or repair fraying seams.

Gas

Issue: Gas leaks.

Guidance: Leave the home immediately and contact the gas company.

Seller's Responsibility: Fix leaks from the meter to the home.

Heating & Cooling System

Issue: Uneven temperatures in different rooms.

Guidance: Adjust registers and dampers to balance the system.

Seller's Responsibility: Adjust the system if it fails to meet the required temperature standards.

Air Conditioning

Issue: Inadequate cooling.

Guidance: The system must maintain a differential of at least 15 degrees from the outside temperature. Adequate window coverings are required.

Seller's Responsibility: Correct the system if it doesn't meet the specified standards.

WARRANTY STANDARDS

Insulation

Issue: Insufficient insulation.

Seller's Responsibility: Ensure insulation meets building code requirements.

Landscaping

Issue: Settling along the foundation.

Guidance: Settling is normal, especially after the first winter. Buyer must shovel additional dirt to fill in settled areas.

Seller's Responsibility: None.

Mirrors

Issue: Chips or scratches.

Seller's Responsibility: Replace any defects noted during the final walk through.

Paint

Issue: Paint fading.

Guidance: Paint will fade over time, especially in direct sunlight.

Seller's Responsibility: None.

Plumbing

Issue: Leaks or clogs.

Seller's Responsibility: Correct leaks due to defects within the first 30 days. Responsibility for leaks caused by construction lies with Seller.

WARRANTY STANDARDS

Rain Gutters

Issue: Standing water in gutters.

Seller's Responsibility: Ensure water does not exceed 1 inch in depth if the gutter is unobstructed.

Roof

Issue: Roof leaks or flashing problems.

Seller's Responsibility: Repair leaks occurring during normal weather conditions.

Siding

Issue: Gaps or separation in siding or trim.

Seller's Responsibility: Repair gaps exceeding 1/4 inch; match color as closely as possible.

Skylights

Issue: Leaks from skylights.

Seller's Responsibility: Reinstall improperly installed skylights.
Structural Items

Issue: Damage to structural elements.

Seller's Responsibility: Repair or replace the structural element to restore load-bearing capacity.

WARRANTY STANDARDS

Windows

Issue: Broken glass or missing screens.

Seller's Responsibility: Replace defects noted in the final walk through.

Wood Trim

Issue: Gaps in trim or molding.

Seller's Responsibility: Repair gaps exceeding 1/8 inch with caulking or other acceptable methods.

Insulation

Issue: Insufficient insulation.

Seller's Responsibility: Ensure insulation meets building code requirements.

Sub-Floors

Issue: Squeaking floors.

Guidance: Some squeaking is expected.

Seller's Responsibility: Make a one-time effort to correct excessive squeaking without removing finishes.



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