

Givens Inc. Home Builders

2344 Flat Shoals Road
Conyers, Georgia 30013

One Year Limited Warranty

Property Address: _____
_____, GA _____

Purchaser(s): _____

Projected Close Date: _____

Givens, Inc. Home Builders is very proud of the homes and communities it builds. It provides for its customers this one year Limited Warranty from the date of closing.

Givens, Inc. Home Builders uses the Greater Atlanta Home Builders Association Homeowner Handbook as a reference for construction standards.

Methods of Sending Warranty Items to the Builder

At the end of 11 months, but before the end of 12 months from the date of closing, the homeowner(s) may send to the address above by Certified Mail only a final warranty list of requested items in need of repair and adjustment. This information is to be noted on the attached Final Warranty Sheet. Each item will be corrected or adjusted if it is determined to be within the scope of the warranty.

If the homeowner(s) fails to mail the 11 month final warranty list to the address above, within the above specified time limits, then the warranty shall be null and void due to the expiration of the warranty.

Please state the warranty book and page reference when sending requests for warranty work to the builder.

Givens, Inc. Home Builders does not wish to enter your home any more than is necessary. With this policy, the items to be corrected will be taken care of in a timely manner and with proper supervision. The builder will schedule repairs/adjustments to be done during normal business hours of 8:30am to 5:00pm Monday through Friday only, except in situations where the health or safety of lives or the property is threatened. The homeowner(s) shall allow the builder and/or agents/subcontractors access to the home and be present during warranty repairs/adjustments. If the builder and/or his subcontractors are unable to access the home, the warranty work will not be completed in a reasonable time given consideration to weather, availability of labor and materials, and access to the property.

Exclusions from Limited Warranty

Items not covered under Greater Atlanta Home Builder's Association Homeowners Handbook are not covered, including normal wear and tear, ordinary home maintenance, normal behavior of new building materials, or acts of Nature and/or God. Hairline cracks that may occur in concrete materials, including but not limited to concrete driveways, walkways, patios, garage floor, basement walls, basement floor and footings are also not warranted.

Any home improvement within the first year after closing that involves structural, mechanical, repainting of the original colors, or other major changes to your home, such as finishing your basement, will void your warranty on items that are affected.

Givens, Inc. Home Builders will complete the items on the official walk-thru list. We will not re-paint walls or make any sheetrock repairs after the walk-thru items have been completed. All dings in sheetrock or paint scratches during homeowner move in are not the responsibility of the builder and shall not be placed on the 1 year warranty sheet. The beautiful fireplace mantels and decorative crown moldings used in your home are constructed with wood. Sometimes as the moisture dries out of the wood, it will cause contraction or expansion. If this occurs, there will be small separations appearing between the pieces of wood in the corners, at the ceilings, and the walls. This has nothing to do with an inferior quality of construction, but instead it is the nature of the wood. These items should be noted on the 1 year warranty sheet and the builder will perform a one time touch up with caulk in these areas at the 12 month period.

Owner is responsible for any freezing that may occur in subzero weather.

Landscape

Landscaping requires the homeowner's daily attention, and the starter landscaping will be complete as of the day of closing. Any further cultivation, care, over-seeding and fertilization shall be the responsibility of the Homeowner(s).

Landscaping is not warranted after closing. Trees are cleared on the property only once. As much as possible, we protect the trees that we are able to leave. Most of the trees will live and continue to grow. However, we cannot warrant that all trees will live. If one dies on your property after closing on your home, it will be your responsibility to remove all dead trees. We also grade your lawn with swales so that water will move away from the home. Minor washouts, erosion and settlement, particularly in the areas of utility service installation, are not warranted. The movement of water where seeds are planted, especially in a heavy rain, will create erosion. This will require you, the homeowner, to fill the areas that have eroded with soil, straw, and seed. In addition, the builder cannot take responsibility for replacing dead shrubbery after closing. Lack of water is the primary reason for shrubbery dying.

Manufacturer's Warranties

The builder has passed on to the homeowner(s) the Manufacturer's Warranties on all appliances and equipment.

The Builder's warranty does not cover any appliances, equipment or other items in the home which are consumer products as outlined in Magnuson-Moss Warranty Act (15 USC Sec. 2301 through 2311). The following items are considered "Consumer Products."

- Appliances: range, cook-top, oven, dishwasher, oven hood, microwave, refrigerator, kitchen center, wine cooler
- Plumbing: whirlpool bath/Jacuzzi, garbage disposal, water heater
- Heating/Cooling & Ventilation: furnace, air conditioning units, exhaust fans, attic ventilators, whole house attic fans
- Electrical and Mechanical: smoke detectors, vacuum systems, security systems, intercom, garage door openers, chimes, water pump, gas logs

Emergencies

The following items are considered "emergencies" and will be addressed as such by the builder.

1. No heat during cold weather.
2. No air conditioning during hot weather.
3. Plumbing leaks.
4. Roof leaks causing damage to the interior.
5. Overflowing of water from a toilet due to an unidentifiable stoppage of the flow. If the overflow is determined to be caused by an object placed in the toilet after the date of closing, then the expense of all repairs will be that of the homeowner(s).

Emergency Warranty Numbers

In case of emergency, such as plumbing, leaks, furnace or air-conditioner down time etc., call the Service Providers listed below. Refer to your Homebuyer Manual before calling for any emergency repair services. Cost for any unnecessary service calls shall be the responsibility of the homeowner.

770-787-5200	Givens, Inc. Home Builders	Office
770-725-0629	JRF Plumbing	Plumber
770-788-1199	Lance White Heating and Air	HVAC
770-483-8893	K&B Electric Inc	Electric, Security
770-787-5200	Givens Granite and Tile	Flooring, Appliances

After the one year limited warranty list has been completed by the builder, any further request for repairs are to be made to the builder in writing and sent via certified mail only.

Thank you in advance for your cooperation.

Welcome Home!