

BUILDER'S LIMITED WARRANTY

Prepared For:

Designation of Warranted Home:

Prepared By:

Date of Sale:

MR. AND MRS. JOHN DOE

CHA Landing, LLC

BUILDER'S LIMITED WARRANTY

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RIDER TO REAL ESTATE AGREEMENT DATED July 25th, 2010 BY AND BETWEEN
CHA Landing, LLC, AS WARRANTOR, AND MR. & MRS. JOHN DOE, AS
PURCHASER.

LIMITED WARRANTY

NAME OF PURCHASER(S): MR. AND MRS. JOHN DOE

ADDRESS OF PURCHASER(S): 1234 CENTER STREET
NORTH CHARLESTON, SC 12345

DESIGNATION OF HOME WARRANTED: MOUNT PLEASANT, SC 29466

NAME OF WARRANTOR: CHA LANDING, LLC

ADDRESS OF WARRANTOR: 1023 CLEMENTS FERRY ROAD
CHARLESTON, SC 29492

EFFECTIVE DATE OF THIS LIMITED WARRANTY: The earlier of (i) the date that Purchaser or it's family shall first occupy the Home warranted or (ii) the date of delivery of the date of the transfer of the shares appurtenant to the Home to the Purchaser, whichever occurs first.

WARRANTOR'S LIMIT OF TOTAL LIABILITY: Fifty (50%) percent of the purchase price of the Home set forth in the Subscription Agreement to which this Warranty is annexed as a rider, less any insurance proceeds received by Purchaser.

THIS LIMITED WARRANTY EXCLUDES AND PRECLUDES ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL AND INDIRECT DAMAGES.

THIS LIMITED WARRANTY IS IN LIEU OF AND REPLACES ALL OTHER WARRANTIES ON THE CONSTRUCTION AND SALE OF THE HOME AND ITS COMPONENTS, BOTH EXPRESS AND IMPLIED (INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE). THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE HEREOF. THE PURPOSE OF THIS LIMITED WARRANTY IS TO IDENTIFY THE WARRANTOR'S RESPONSIBILITIES FOR CONSTRUCTION DEFECTS OF A LATENT OR HIDDEN NATURE THAT COULD NOT HAVE BEEN FOUND OR DISCLOSED ON FINAL INSPECTION OF THE HOME.

1. To Whom Given. This Limited Warranty is given to the Purchaser named on page 1 while the Purchaser owns the shares appurtenant to the Home. IT DOES NOT EXTEND TO SUBSEQUENT OWNERS, HEIRS, TENANTS OR MORTGAGEES IN POSSESSION OF THE HOME, ANY ONE WHO MAY SUCCEED TO THE RIGHTS OF PURCHASER OR ANY OTHER PERSONS.

2. By Whom Made. This Limited Warranty is made exclusively by the Warrantor whose name and address appear on page 1.

3. Final Inspection of the Home. Before the Purchaser moves into the Home or accepts the shares appurtenant to the Home, the Warrantor will schedule an appointment for final inspection of the Home with the Purchaser. The purpose of this final inspection is to discover any defects of a visible, obvious or patent nature, or any other unfinished work.

All defects found on final inspection of the Home will be itemized on a Final Inspection Sheet, which will be signed by the Purchaser and the Warrantor before occupancy of the Home or transfer of the shares appurtenant to the Home.

4. Warranty Coverages and Periods. The Warranty Period for all of the following coverage begins on the Effective Date of this Warranty shown on page 1 of this warranty.

FIRST YEAR BASIC COVERAGE: for one year from the Effective Date of this warranty, the Home will be free from latent defects that constitute:

(a) defective workmanship by the Warrantor, or an agent, employee or subcontractor of the Warrantor;

(b) defective materials furnished by the Warrantor, or an agent, employee or subcontractor of the Warrantor;

(c) defective design, provided by an architect, engineer, surveyor, or other design professional retained exclusively by the Warrantor; or

(d) defective installation of appliances sold as part of the Home by the Warrantor or an agent, employee or subcontractor of the Warrantor.

Warrantor under this coverage is not responsible for any defects in any work or materials ordered directly by Purchaser from Warrantor's subcontractors or suppliers or other outside suppliers or subcontractors or for incidental or consequential damages resulting from such work or materials.

TWO YEAR MAJOR SYSTEM COVERAGE: for two years from the Effective Date of this warranty, the Plumbing, Electrical, Heating, Cooling and Ventilation Systems of the Home which have been installed by the Warrantor are warranted to be free from latent defects resulting from defective installation by the Warrantor.

The Plumbing System refers to the gas supply lines and fittings; water supply, waste and vent pipes and their fittings; septic tanks and their drain fields; water, gas and sewer service piping, and their extensions to the tie-in of a public utility connection, or on-site well and sewage disposal system.

The Electrical System refers to all wiring, electrical boxes, switches, outlets and connections up to the public utility connection.

The Heating, Cooling and Ventilation System refers to all duct work, steam, water and refrigerant lines, registers, convertors, radiation elements and dampers.

Except by reason of a defect in installation by Warrantor, this major system coverage does not include defects in appliances, fixtures and items of equipment.

Warrantor under this coverage is not responsible for any defects in any work or materials ordered directly by Purchaser from Warrantor's subcontractors or suppliers or other outside suppliers or subcontractors or for incidental or consequential damages resulting from such work or materials.

SEVEN YEAR MAJOR STRUCTURAL DEFECT COVERAGE: for seven years from the Effective Date of this warranty, the Home will be free from latent Major Structural Defects that result from:

(a) defective workmanship by the Warrantor, or an agent, employee or subcontractor of the Warrantor;

(b) defective materials furnished by the Warrantor, or an agent, employee or subcontractor of the Warrantor; or

(c) defective design, provided by an architect, engineer, surveyor, or other design professional retained exclusively by the Warrantor.

A Major Structural Defect is a defect resulting in actual physical damage to the following load-bearing portions which affects their load-bearing functions to the extent that the Home becomes unsafe, unsanitary or otherwise unlivable: foundation systems and footings, beams, girders, lintels, columns, walls and partitions, floor systems, and roof framing systems.

Damage to the following non-load bearing portions of the Home are not covered by this six-year coverage: roofing and sheathing; drywall and plaster; exterior siding; brick, stone and stucco veneer; floor covering material; wall tile and other wall coverings; non-load bearing walls and partitions; concrete floors in attached garages and basements that are built separately from foundation walls or other structural elements of the Home; electrical, plumbing, heating, cooling and ventilation systems; appliances, fixtures and items of equipment; paint; doors and windows; trim; cabinets; hardware; and insulation.

Warrantor under this coverage is not responsible for any defects in any work or materials ordered directly by Purchaser from Warrantor's subcontractors or suppliers or other outside suppliers or subcontractors or for incidental or consequential damages resulting from such work or materials.

In all coverages under this Paragraph 4, workmanship, materials, design and installation will be considered to be defective if they fail to meet or exceed the relevant standards and specifications of the applicable building code of the municipality in which the Home is located, in effect on the date that the building permit for the Home was issued, as supplemented by the annexed locally accepted building standards and practices.

ALL TIME PERIODS FOR THESE COVERAGES ARE OF THE ESSENCE AND WILL NOT BE EXTENDED.

5. Exclusions From All Coverages. The following are not covered by this warranty:

(a) patent defects including defects shown on the Final Inspection Sheet and defects which an examination of the Home prior to the Effective Date of this warranty ought to have revealed;

(b) defects in detached garages and carports; swimming pools and other recreational facilities, if any; driveways; walkways; patios; boundary walls; retaining walls; bulkheads; fences; landscaping (including sodding, seeding, shrubs, trees and plantings); and any other improvements not a part of the Home itself;

(c) raised butt joints; ridging, scuffing on kitchen cabinet or vanity surfaces; variations of wood grain or staining of kitchen cabinets or vanities; shading variations of the exterior siding staining (on the face surface or grooves), and on facias from staining; doors and windows sticking because of weather; adjustment of bi-fold doors; chips, scratches, marks, breaks, or other blemishes in windows, window sashes, sliding doors, screens, electric fixtures and globes, woodwork, doors, interior painted surfaces, sinks, tubs, bowls, counter tops, vanity tops and bases, mirrors, hardware, flooring and cabinets; dented appliances; broken screens; minor chips (nicks) to cultured marble floors and countertops; nail pops; ridging on sheet rock walls; lumber shrinkage; door warpage of less than 1/4"; shrinking, cupping, twisting, warping and/or cracking of deck wood as a result of weather conditions; normal plumbing, heating and air conditioning noises and paint touch-ups.

(d) defects in any work or materials ordered directly by Purchaser from Warrantor's subcontractors or suppliers or other outside suppliers or subcontractors and for incidental or consequential damages resulting from such work or materials;

(e) damage caused by the failure by the Purchaser or anyone other than the Warrantor, its employees, agents or subcontractors, to comply with the warranty requirements of manufacturers or suppliers of appliances, fixtures or items of equipment;

(f) damage caused by the misuse, abuse, or interference by Purchaser or anyone other than Warrantor or its employees, agents and subcontractors with the Warrantor's original construction or installations;

(g) additional damage caused by the failure of the Purchaser to give notice to the Warrantor of any defects or damage in a timely manner as provided in this warranty;

(h) damage caused by changes in grade made by anyone other than the Warrantor, its employees, agents or subcontractors and damage caused by changes in grade made by Warrantor's agents and subcontractors if such work was ordered directly by Purchaser;

(i) damage caused by changes, alterations or additions made to the Home by anyone other than Warrantor or its employees, agents or subcontractors after the Effective Date of this warranty;

(j) damage caused by changes, alterations or additions made to the Home by Warrantor's agents and subcontractors if such work was ordered directly by Purchaser after the Effective Date of this warranty;

(k) damage caused by dampness or condensation due to the failure of the Purchaser to maintain adequate ventilation;

(l) loss or damage caused by or resulting from accidents, riot and civil commotion, fire, explosion, smoke, water escape, falling objects, aircraft, vehicles, acts of God, lightning, windstorm, hail, flood, mud slide, earthquake, volcanic eruption, wind-driven water, soil movement and changes in the underground water table;

(m) loss or damage caused by seepage of water unless such loss or damage is the direct result of a construction defect;

(n) any damage which Purchaser has not taken timely action to minimize;

(o) normal wear and tear and normal deterioration;

(p) insect, vermin and/or rodent damage and infestation, or damage caused by other animals or pests;

(q) bodily injury, death, or damage to personal property;

(r) costs of shelter, transportation, food, moving, storage or other expenses related to relocation during repair or replacement;

(s) consequential, incidental, special and indirect damages;

(t) any claim not filed in a manner set forth in paragraph 7 of this warranty;

(u) damage which arises while the home is being used for non-residential purposes;
(v) damage due to abnormal loading on floors which exceeds design loads as mandated by the applicable building code or building standards;

(w) damage due to ice build-up on any roof;

(x) defects in appliances, fixtures and items of equipment except if caused by defect in installation by Warrantor; and

6. What Warrantor Will do in the Event of a Defect Covered by This Warranty. If a defect occurs in an item covered by this warranty, the Warrantor will repair, replace, or pay the Purchaser the reasonable cost of repairing or replacing the defective item(s), within sixty (60) days after the Warrantor's inspection or testing discloses the problem, subject to weather conditions, acts of God, availability of materials, and other events beyond Warrantor's control. The choice among repair, replacement or payment is solely that of the Warrantor. In making any repairs or replacements, Warrantor shall have the right to select the method and materials to be used in performing such repairs or replacements.

Warrantor's liability under this warranty is limited in the aggregate to the amount listed on page 1 of the warranty.

Repair of damage to the load-bearing portions of the Home will be limited to that which is necessary to restore their load-bearing function. Repair of other Major Structural Defects will be limited to repair of those defects which made the Home unsafe, unsanitary or otherwise unlivable.

7. Step by Step Claims Procedures. (a) Written notice of any warranty claim must be made on the attached "Notice of Warranty Claim Form" and must be received by the Warrantor no later than the tenth (10th) day after the expiration of the applicable warranty period. Such notice must be sent by Purchaser to Warrantor by certified or express mail, return receipt requested. If this form shall not properly be completed and received by the Warrantor by that deadline, the Warrantor will have no duty to respond to any complaint or demand contained in such form, and any or all claims may be rejected. COMPLETION AND DELIVERY OF SUCH NOTICE OF WARRANTY CLAIM IN A TIMELY MANNER IS NECESSARY TO PROTECT THE RIGHTS OF THE PURCHASER UNDER THIS LIMITED WARRANTY.

(b) No steps taken by the Warrantor, Purchaser or any other person to inspect, test or correct defects will extend any time period under this Warranty. No steps taken by the Warrantor in response to an improperly completed or untimely notice of a warranty claim will give rise to any liability of Warrantor to Purchaser in connection with such claim.

(c) In response to a Notice of Warranty Claim, or any other complaint or request of the Purchaser, the Warrantor and the Warrantor's agents will have the right to inspect and test the portion of the Home to which the claim, complaint or request relates. The Purchaser and occupants of the Home must provide reasonable access to the Warrantor and the Warrantor's agents during normal business hours, Monday through Friday, to complete inspection, testing

and repair or replacement. Failure by Purchaser to provide such access shall invalidate this warranty with respect to the defect(s) set forth on the Notice of Warranty Claim.

(d) The Warrantor will complete inspection and testing within a reasonable time under the circumstances after receipt of a timely and properly completed Notice of Warranty Claim Form. Upon completion of inspection and testing, the Warrantor will determine whether to accept or reject the claim. If the Warrantor rejects the claim, the Warrantor will give written notice of that decision to the Purchaser at the address shown on the Notice of Claim Form. If the Warrantor accepts the claim, the Warrantor will take corrective action within a reasonable time under the circumstances. The Warrantor will use good faith efforts to process and handle claims in a timely manner, but all time periods for repair or replacement of defects necessary are subject to weather conditions, availability of materials, and other events beyond the Warrantor's control.

8. Legal Actions. (a) No claim under this warranty may be commenced or asserted against Warrantor in any lawsuit unless a properly completed Notice of Warranty Claim Form has been received by the Warrantor in the time period set forth in paragraph 7 of this warranty.

(b) No lawsuit against the Warrantor under this warranty may be commenced more than thirty (30) days after the expiration date of the applicable warranty coverage, or thirty (30) days after Warrantor has given written notice of its rejection of Purchaser's claim with respect to such claim, or thirty (30) days after Warrantor has substantially completed corrective action for a defect with respect to such defect.

9. Miscellaneous Provisions. (a) To the extent any coverage under this warranty applies outside the confines of the Home, such coverage shall be deemed given to the Board of Directors of the Home Corporation.

(b) This warranty may not be amended in any way without Warrantor's prior written consent in each instance.

(c) If any provision of this warranty will not be enforced by an appropriate court, the determination will not affect the enforceability of the remaining provisions.

(d) Use of one gender in this warranty includes the other gender, and use of the plural includes the singular, as may be appropriate.

(e) This warranty shall be governed in accordance with the laws of the State of South Carolina.

I. Exclusions

- A. This **BUILDER'S LIMITED WARRANTY** does not cover:
1. Any **DEFICIENCIES** or **DEFINED STRUCTURAL ELEMENT FAILURE(S)** resulting, either directly or indirectly, from the following causes or occurring in the following situations:
 - a. Fire;
 - b. Lightning;
 - c. Acts of God;
 - d. Explosion;
 - e. Riot and Civil Commotion;
 - f. Smoke;
 - g. Hail;
 - h. Aircraft;
 - i. Falling Objects;
 - j. Vehicles;
 - k. Floods;
 - l. Wind Driven Water;
 - m. Earth Movement including but not limited to:
 - (i). Earthquake, landslide or mudslide;
 - (ii). Mine subsidence, sinkholes or changes in the underground water table not reasonably foreseeable at the time of construction;
 - (iii). Volcanic eruption; explosion or effusion
 - n. Wind including but not limited to:
 - (i). Gale force winds;
 - (ii). Hurricanes;
 - (iii). Tropical storms;
 - (iv). Tornadoes;
 - o. Insects, animals or vermin;
 - p. Rot, moisture, corrosion, rust or mildew;
 - q. Changes of the grading of the ground by anyone other than **US** or **OUR** agents, or subcontractors;
 - r. Changes, additions, or alterations made to the **HOME** by anyone after the **WARRANTY DATE HOME** or **WARRANTY DATE-COMMON ELEMENTS**, except those made or authorized by **US**;
 - s. Any defect in material or workmanship supplied by anyone other than **US** or **OUR** agents, or subcontractors;
 - t. Improper maintenance, negligence or improper use of the **HOME** by **YOU** or anyone else;
 - u. Dampness or condensation due to **YOUR** failure to provide adequate ventilation;
 - v. Abnormal loading on floors which exceeds design loads;
 2. Any costs arising from, or any **DEFICIENCIES** or **DEFINED STRUCTURAL ELEMENT FAILURE(S)** resulting from the actual, alleged or threatened discharge, dispersal, release or escape of **POLLUTANTS**. **WE** will not cover costs or expenses arising from the uninhabitability or health risk due to the proximity of **POLLUTANTS**. **WE** will not cover costs, or expenses resulting from the direction of any governmental entity to test, clean up, remove, treat, contain or monitor **POLLUTANTS**;
 3. Any costs arising from, or any **DEFICIENCIES** or **DEFINED STRUCTURAL ELEMENT FAILURE(S)** resulting from the effects of electromagnetic fields (EMF's) or radiation;
 4. Any damage to personal property;
 5. Any **CONSEQUENTIAL DAMAGES**;

C. Foundation

- | | |
|--|--|
| 1. Concrete Beams | Crack of 1/8 inch in width, or
DEFLECTION of 1/4 inch in 30 inches. |
| 2. Wood Beams: Built-up,
Laminated or Solid | DEFLECTION of 1 inch in 10 feet. |
| 3. Steel Beams | DEFLECTION of 1/2 inch in 8 feet. |
| 4. Footings | Crack of 1/2 inch in width. |
| 5. Concrete Walls | Crack of 1/4 inch in width and 1/4 inch
vertical displacement, or out-of-plumb 1/4
inch in 12 in. measured from base of wall. |
| 6. Masonry Walls | Crack of 3/8 inch in width, or out-of-plumb
1/4 inch in 12 inches measured from base of
wall. |
| 7. Concrete Columns | Bow of 1/2 inch in 8 feet, or out-of-plumb
1/4 inch in 12 inches measured from base of
column. |
| 8. Masonry Columns | Out-of-plumb 1/8 inch in 12 inches measured
from base of column. |
| 9. Steel Columns | Bow of 1 inch in 8 feet, or out-of-plumb 1/4
inch in 12 inches measured from base of
column. |
| 10. Wood Columns | Bow of 1 inch in 8 feet, or out-of-plumb 1/4
inch in 12 inches measured from base of
column. |

D. Lintels and Headers

- | | |
|---|--|
| 1. Concrete,
Masonry,
Steel, or
Wood | DEFLECTION of 1 inch in 4 feet. |
|---|--|

E. Roof Framing

- | | |
|-------------------|---|
| 1. Ridge Beam | DEFLECTION of 1 inch in 10 feet. |
| 2. Rafters | DEFLECTION or bow of 1 inch in 10 feet.
Common, Jack, or Valley/HIP |
| 3. Ceiling Joists | DEFLECTION of 3/4 inch in 10 feet. |
| 4. Trusses | DEFLECTION of 1 inch in 10 feet. |

F. Structural Beams and Girders

- | | |
|---|---|
| 1. Steel | DEFLECTION of ½ inch in 8 feet. |
| 2. Wood
Solid,
Built-up, or Laminated | DEFLECTION of 1 inch in 10 feet. |

G. Structural Columns

- | | |
|-------------|---|
| 1. Concrete | Bow of ½ inch in 8 feet, or out-of-plumb ¼ inch in 12 inches measured from base of column. |
| 2. Masonry | Out-of-plumb 1/8 inch in 12 inches measured from base of column. |
| 3. Steel | Bow of 1 inch in 8 feet, or out-of-plumb ¼ inch in 12 inches measured from base of column. |
| 4. Wood | Bow of 1 inch in 8 feet, or out-of-plumb ¼ inch in 12 inches measured from base of column. |

H. Load Bearing Walls and Partitions

- | | |
|----------|---------------------------------|
| 1. Studs | Bow or cup of 1 inch in 8 feet. |
|----------|---------------------------------|

DEFLECTION means the difference in elevation of high and low points along a diagonal, horizontal, or vertical plane caused by stress-induced deformation of a load-bearing member. **DEFLECTION** is measured from any two end points and a third reference point. The reference point may be located at any distance between the two end points.

EMERGENCY CONDITION means an event or situation that creates the imminent threat of damage to the **HOME** or the **COMMON ELEMENTS** related thereto, or results in an unsafe living condition due to **DEFICIENCIES** or **DEFINED STRUCTURAL ELEMENT FAILURES** that **YOU** become aware of at a point in time other than **OUR** normal business hours and **YOU** were unable to obtain **OUR** prior written approval to initiate repairs to stabilize the condition or prevent further damage.

HOME means a single-family residence either attached or detached or a condominium or cooperative unit in a multi-unit residential structure covered by this **BUILDER'S LIMITED WARRANTY**. **HOME** does not include, without limitation, the following: detached garages, detached carports, outbuildings (except outbuildings that contain electrical, plumbing, heating, cooling or ventilation **SYSTEMS** used by the **HOME**); swimming pools and other recreational facilities, driveways, walkways, decks, patios, porch steps, stoops, boundary walls, retaining walls, bulkheads, fences, landscaping (including but not limited to sodding, seeding, shrubs, trees, plants), off-site improvements, or any other improvements that are not part of the **HOME**.

HOMEOWNER means the first person to whom a **HOME** (or unit in a multi-unit residential structure) is sold, or for whom such **HOME** is constructed, for occupancy by such person or such person's family, and such person's successors in title to the **HOME** and/or mortgagee in possession provided a Subsequent Home Buyer Acknowledgement and Assignment form is signed by the subsequent **HOMEOWNER**.

POLLUTANTS means all solid, liquid, or gaseous irritants or contaminants. The term includes, but is not limited to, petroleum products, smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, radon gas and waste material, including materials to be recycled.

STANDARDS OF PERFORMANCE means the standards and tolerances for material and workmanship that are used in this **BUILDER’S LIMITED WARRANTY** to determine **OUR** responsibility for repairing **DEFICIENCIES** as identified in the document entitled **STANDARDS OF PERFORMANCE** which accompanies this document.

SYSTEMS means the following:

- (a) Plumbing system – gas supply lines and fittings; water supply, waste and vent pipes and their fittings; septic tanks and their drain fields; and water, gas and sewer services piping and their extensions to the tie-in of a public utility connection or on-site well and sewage disposal system.
- (b) Electrical system – all wiring, electrical boxes, switches, outlets, and connections up to the public utility connection.
- (c) Heating, Cooling, and Ventilation system – all duct work; steam, water and refrigerant lines; and registers, connectors, radiation elements and dampers.

WARRANTY DATE-COMMON ELEMENTS means the Warranty Date for the first **HOME** to transfer title or be used for residential purposes in a multi-unit residential building. The **WARRANTY DATE-COMMON ELEMENTS** may be different from the **WARRANTY DATE-HOME** of **YOUR HOME**. Contact **YOUR** condominium association to determine the date when coverage began on **YOUR COMMON ELEMENTS**.

WARRANTY DATE-HOME means the date the title for the **HOME** is transferred by **US** to the first **HOMEOWNER** or the date the **HOME** is first used for residential purposes, whichever occurs first.

WE, US, OUR means the **BUILDER**.

YOU, YOUR means the **HOMEOWNER**.

By signing below, I am indicating that I have read, understand and agree to the information as stated above.

Signature of Buyer #1

Date

Signature of Buyer #2

Date

NOTICE OF WARRANTY CLAIM FORM

Dear Mr. & Mrs. Doe:

CHA Landing, LLC offers to its Purchasers an Implied Limited Warranty of good workmanship for one (1) year. To ask the Seller to correct a defect in your Home that you feel may be covered by the Seller's Implied Limited Warranty, you must read and agree to the pages above by signing where indicated on page 12. After doing so, you must complete this form and deliver it to the Seller. This is necessary to protect your rights to warranty performance under the Implied Limited Warranty.

Buyer's Name: _____ Date of Closing: _____

Address of Claim: _____

What is your day time phone number: _____ Evening: _____

What is your email address: _____ May we email you? _____

Do you currently reside in this home or do you have a renter? _____

If you have a renter, what is his / her name? _____

RENTER'S day time phone number: _____ Evening: _____

Describe the defect(s) which you feel may be covered by the Implied Limited Warranty. Be sure to include when each defect first occurred or when you first noticed it. Use additional sheets, as necessary, to describe the problem in full:

Signature Date

This completed and signed form must be received within one (1) year from date of purchase and sent via express/certified mail with 'return receipt requested' to Seller at the following address:

**CHA Landing, LLC
1023 Clements Ferry Road
Charleston, SC 29492
Office: #843-375-2200 / Fax: #843-375-2202**

X. STANDARDS OF PERFORMANCE

The **STANDARDS OF PERFORMANCE** listed in the following pages are intended to provide **YOU** with an understanding of **OUR** obligations under this **BUILDER'S LIMITED WARRANTY**. If a **DEFICIENCY** occurs to **YOUR HOME** that results in actual physical damage, the **STANDARDS OF PERFORMANCE** will be used to determine **OUR** responsibility under this **BUILDER'S LIMITED WARRANTY**.

Please note that damage that **YOU** cause or **YOU** made worse by **YOUR** negligence, improper maintenance or improper operation is excluded by this **BUILDER'S LIMITED WARRANTY**.

The choice as to the scope of repair, the repair technique, or replacement versus the cost of repair, or replacement is **OURS** alone. When **WE** do undertake to repair or replace, **WE** try to match colors, dyes, patterns, material, finishes, etc. However, fading, changes in color lots or discontinued patterns may prevent **US** from providing an exact match.

Type of Material or area of YOUR HOME	Specific item or work	DEFICIENCY or Condition	Years Covered	OUR responsibility	YOUR Responsibility
A. Site Work	1. Site Grading	a. settling of ground around foundation, utility trenches or other filled areas does not allow water to drain away from home	1	WE will fill excessively settled areas which affect the proper drainage. WE will do this only during the first year.	Remove and replace shrubs, sod or other landscaping affected by the placement of the fill.
	2. Site Drainage	a. improper drainage of the site	1	WE will establish the proper grades and swales (sloped low areas) for water to properly drain away from the HOME . Where lot lines permit, the protective slope will be 6 inches in 10 feet around the foundation. Water will not stand or pond in crawl spaces. Water will not stand or pond within 10 feet of the HOME for extended periods after a rain (usually not more than 24 hours). For swales, which drain other areas, or where sump pumps discharge; a longer time is not unusual (48 hours). It is normal for water to stand after a heavy rainfall. WE will not make grading or ponding determinations while there is frost or snow on the ground, or while the ground is saturated or frozen.	<p>Maintain the grades and swales after they have been properly established by US.</p> <p>Insure established drainage patterns are not impeded by landscaping, decking, patios, pools, driveways, walls, etc. which YOU install. Do not change the grade of the soil away from the foundation by building planters, raised beds, or other blocking construction. Damage caused by changes in drainage and grading is not covered</p> <p>Where a sump pit has been installed by US but the sump pump was not contracted for or installed by US, YOU must first install a properly sized pump to determine whether this will correct the condition.</p>

Type of Material or area of YOUR HOME	Specific item or work	DEFICIENCY or Condition	Years Covered	OUR responsibility	YOUR responsibility
B. Concrete	1. "Poured" concrete	a. cracks in basement foundation walls	1	Shrinkage cracks are common in concrete foundation walls. WE will repair all cracks more than 1/8" wide.	
		b. cracks in basement floor	1	Minor cracks in basement floors are normal. WE will repair cracks more than 3/16" wide or 1/8" in vertical displacement.	
		c. cracks in slab in attached garage	1	WE will repair cracks in garage slabs more than 1/4" wide or 1/4" in vertical displacement.	
		d.uneven concrete floors or slabs	1	Concrete floors in rooms designed for habitability (as living space) will not have pits, depressions, or raised surfaces greater than 1/4" in 30". WE will repair these defects.	
		e. cracks in concrete slab-on-grade floors under finished flooring	1	WE will repair cracks which rupture the finished flooring material so the cracks are not readily apparent when the finished flooring material is in place. (See also Standard G., "Finishes.")	
		f. pitting, scaling or spalling (flaking, chipping) of concrete surfaces covered by the warranty	1	It is normal for some minor chipping of the surface to occur. Concrete surfaces should not disintegrate so that the aggregate is exposed and loosened under normal use and weather conditions. WE will repair concrete surfaces. WE are not responsible for deterioration caused by salt, chemicals, mechanical implements or other factors beyond OUR control.	Avoid damaging concrete with salt, chemicals, mechanical equipment, etc.

Type of Material or area of YOUR HOME	Specific item or work	DEFICIENCY or Condition	Years Covered	OUR responsibility	YOUR Responsibility
B. Concrete	1. "Poured" concrete	g. settling, heaving or separating of stoops, steps or garage floors	1	Stoops, steps or garage floors will not settle, heave or separate more than 1" from the HOME . WE will repair these DEFICIENCIES .	
		h. standing water on stoops	1	Water shall drain from outdoor stoops and steps, However, it is normal for small amounts of water to stand on stoops for short periods after it rains. WE will correct any improper drainage.	
C. Masonry	1. Unit Masonry	a. cracks in masonry basement or foundation walls	1	Cracks up to 1/8" wide are not unusual in mortar joints of masonry foundation walls. WE will repair cracks more than 1/8" wide.	
		b. cracks in masonry or veneer walls	1	Cracks up to 3/8" wide due to shrinkage are common in mortar joints in masonry construction. WE will repair cracks more than 3/8" wide. WE will not be responsible for any difference in the color of the old and new mortar	
D. Wood & Plastic	1. Rough carpentry	a. squeaking floors or subfloors that appear loose	1	These conditions are often temporary in new homes. WE will correct these conditions only if they are caused by underlying defects in construction. A squeak proof floor cannot be guaranteed.	
		b. uneven wood floors	1	WE will repair any floors that have more than 1/4" ridge or depression within any 30" measurement when measured in any direction to the joists.	

Type of Material or area of YOUR HOME	Specific item or work	DEFICIENCY or Condition	Years Covered	OUR responsibility	YOUR Responsibility
D. Wood & Plastic	1. Rough carpentry	c. bowed walls or other interior exposed surfaces	1	All interior and exterior walls have slight variances on their finished surfaces. Bowing of walls will not detract from or blemish the wall's finished surface. WE will repair any walls which bow more than 3/8" out of line within any 30" horizontal or vertical measurement taken a minimum of 16" from any sheetrock corner or opening.	
		d. out-of-plumb walls	1	WE will repair any walls that are more than 1/4" out-of-plumb for any 30" vertical measurement.	
	2. Kitchen cabinets	a. warped kitchen cabinets	1	WE will repair any doors or drawer fronts that are warped more than 1/4". This condition is measured by closing the drawer or door and measuring from the face frame to the point of furthest warpage. WE are not responsible for matching cabinet finishes.	
		b. gaps between the cabinets, or between the cabinets, ceiling, or walls	1	WE will correct any gap that is more than 1/4" wide.	Do not overload cabinets.
		c. split in panels of a cabinet door	1	If light is visible through the split in a panel, WE will repair the panel.	
	3. Countertops	a. Separation from wall	1	WE will repair the crack. Caulking is acceptable. WE will repair only once after closing or first occupancy, whichever occurs first.	

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D. Wood & Plastic	4. Interior finish carpentry (trim inside the HOME)	a. Trim/molding has open joints between moldings and the surface areas to which the moldings are attached	1	WE will repair open joints in moldings or between moldings and surfaces if the gaps are more than 3/16” wide. Caulking is acceptable.	
	5. Exterior finish carpentry (wood siding, or masonry trim on the outside of the HOME)	a. Trim has open joints between pieces of trim, including siding and masonry	1	WE will repair any open joints that are more than 3/8” wide or which do not keep out the elements. Caulking is acceptable.	Maintain exterior finish by caulking and painting.
	6. Exterior siding	a. inadequate clearance between exterior siding and finished grade	1	WE will insure there is a 6” clearance between siding and finished grade at the time of closing or first occupancy whichever occurs first.	Maintain a 6” clearance between siding and finished grade.
E. Thermal and moisture protecting materials	1. Waterproofing	a. leaks in basement	1	Dampness on the walls or floors in the basement is not a defect. However, if water is actually trickling into the basement, WE will repair the leaks.	Maintain proper grades and drainage around the home and landscape properly to avoid water problems in the HOME .
	2. Insulation	a. insufficient insulation	1	WE will insulate the HOME as required to meet local energy and building requirements or, as applicable, FHA or VA requirements. Insulation does not render a wall or room soundproof.	
	3. Louvers and vents	a. rain or snow leaks into the attic through louvers and vents	0	HOMES must have louvers and vents for proper ventilation. Rain or snow will sometimes come through these openings.	

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E. Thermal and moisture protecting materials	4. Roofing & siding	a. ice build-up on roof	0	During prolonged cold spells, ice is likely to build up on the eaves of the roof. This build-up will occur when snow and ice accumulate and gutters and downspouts freeze up.	
		b. leaks in roof or flashing	1	WE will repair roof or flashing leaks. Leaks caused by ice build-up are not OUR responsibility.	Clean leaved from valleys, gutters and downspouts.
		c. standing water on a flat roof	1	It is not unusual for minor ponding to occur on a flat roof for up to 24 hours after a rainfall. However, if water is not draining properly, WE will correct the drainage. WE are not responsible if the roof was specifically designed to retain water.	
		d. delamination of veneer siding or joint separation	1	All siding will be installed so that it meets the manufacturer's standards and industry standards and is sufficiently painted or protected. WE will repair or replace any siding that delaminates or separates. WE will only paint new materials as part of the repair. The paint may not be an exact match to the original colors.	Protect the siding from damage such as leaning heavy objects against siding, ball dents and water from sprinklers striking the siding. Annually, seal or recaulk siding.
		e. wood siding	0	Gaps on end and side edge may occur due to normal expansion and contraction. WE cannot control wood expansion and contraction.	

Type of Material or area of YOUR HOME	Specific item or work	DEFICIENCY or Condition	Years Covered	OUR responsibility	YOUR Responsibility
E. Thermal and moisture protecting materials	5. Sheet metal	a. leaks in gutters and/or down-spouts	1	Gutters and downspouts might overflow during heavy rains. They should not leak at connections. WE will repair leaks.	Keep leaves and debris out of gutters to allow water to flow properly. Do not lean ladders against gutters and downspouts
		b. standing water in gutters	1	It is common practice to install gutters approximately level, resulting in small amounts of water standing in a gutter after a rain. If the water is more than 1” deep in a gutter and the gutter is not clogged with debris, WE will repair the gutter so that water can drain properly.	Keep leaves and debris out of gutters to allow water to flow properly.
	6. Sealants	a. leaks in exterior (outside) walls because caulking is inadequate	1	If water enters the HOME , WE will repair leaking joints or cracks in the exterior wall surface, around openings and flashings.	Properly installed caulking may shrink. YOU must maintain caulking during the life of the home.
F. Doors and windows	1. Wood and plastic doors	a. outside doors are warped	1	WE will repair any doors that warp to the extent that they satisfy one of the following: <ul style="list-style-type: none"> • they no longer work; • they are no longer weather resistant; or • they warp more than ¼”, measured diagonally from corner to corner. WE will refinish any new doors to match other doors as closely as possible.	If YOU paint outside doors, doors must be properly prepared.

Type of Material or area of YOUR HOME	Specific item or work	DEFICIENCY or Condition	Years Covered	OUR responsibility	YOUR Responsibility
F. Doors and windows	1. Wood and plastic doors	b. inside doors or closet doors are warped	1	WE will repair any doors that warp more than ¼”, measured diagonally from corner to corner. In the event WE install a new door, WE will finish new doors to match other doors as closely as possible.	
		c. panels in doors shrink so that raw wood edges show	0	It is normal for panels to shrink	
		d. split in panels of a door	1	If light is visible through the split in a panel, WE will repair the panel. WE will make this repair only once after closing or first occupancy whichever occurs first.	
	2. Garage doors on garages that are attached to the HOME	a. garage doors do not operate properly	1	If garage doors do not operate properly under normal use, WE will adjust or correct them. If YOU install a garage door opener, WE are no longer responsible for the operation of the garage door.	Keep all movable parts lubricated.
		b. rain or snow leaks through garage doors	1	Garage doors will be installed in accordance with manufacturer’s specifications. WE will repair leaks resulting from a failure to properly install the garage doors. During severe weather conditions, some leakage may be normal.	

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G. Finishes	1. Lath and plaster	a. cracks in inside walls and ceilings	1	Cracks in inside walls and ceilings are not unusual. WE will repair all cracks that are more than 1/8” wide. WE will repair these cracks only once after closing or first occupancy, whichever occurs first.	
		a. nail pops, blisters in tape, and other blemishes on inside walls and ceilings	1	WE will correct these imperfections only once after closing or first occupancy, whichever occurs first.	
		b. cracks	1	If the wallboard has cracks that are more than 1/8” wide, WE will repair.	
	3. Ceramic tile	a. chips or cracks in floor, counter or wall tile	0	WE will replace cracked or chipped tiles reported to US prior to closing or at first occupancy. WE will not be responsible to match the tile patterns or color between the old and the new tile and grout.	Report to US all cracked or chipped tiles prior to closing or at first occupancy, whichever occurs first.
		b. loose floor, counter or wall tile	1	WE will resecure loose tiles.	
		c. cracks in grouting of ceramic tile joints or at junctions between tiles and other materials (e.g., between tiles and bathtub)	1	Cracks in grouting of ceramic tile joints are commonly caused by normal shrinking of the grouting. WE will repair cracked grouting only once after closing or first occupancy. WE will not be responsible for discontinued grout or for differences in color between the old and the new grout.	RegROUT cracks during the lifetime of the HOME

Type of Material or area of YOUR HOME	Specific item or work	DEFICIENCY or Condition	Years Covered	OUR responsibility	YOUR Responsibility
G. Finishes	4. Finished wood floors	a. cracks between the floor boards	1	WE will repair all cracks that are more than 3/16" wide.	
	5. Resilient flooring or floor covering	a. nail pops on surface of resilient floor covering	1	WE will repair any nail pops that break the surface of the flooring.	
		b. depressions or ridges in resilient flooring because the subfloor is irregular	1	WE will repair any ridges or depressions which are readily apparent and which are more than 1/8" high or deep. The ridge or depression measurement is the gap created at one end of a 6" straight-edge placed over the depression or ridge with 3" of the straightedge on one side of the defect, held tightly to the floor. WE will not be responsible to match the old and the new flooring.	
		c. resilient flooring lifts, bubbles, or becomes unglued	1	WE will repair these defects.	
		d. visible seams or shrinkage gaps at joints of resilient flooring	1	If the gaps are more than 1/8" wide between pieces of resilient flooring, WE will repair them. If the gaps between flooring and other materials are more than 1/8" wide, WE will repair the affected area only.	
	e. cuts and gouges	0	WE will repair cuts and gouges reported to US prior to closing or at first occupancy, whichever occurs first.	Report to US prior to closing or at first occupancy, whichever occurs first.	

Type of Material or area of YOUR HOME	Specific item or work	DEFICIENCY or Condition	Years Covered	OUR responsibility	YOUR Responsibility
G. Finishes	6. Paint, stain, or varnish	a. deteriorating, fading, or peeling of outside paint	1	Fading of a paint or stain is normal and not considered a defect. The amount of fading will depend on the climate where the HOME is located. We will repair paint, stain or varnish which peels or deteriorates. WE will properly prepare and refinish any areas that are affected.	
		b. painting made necessary by other repair work	1	If painting is required because of other repair work, WE will paint to match surrounding areas as closely as possible.	
		c. deteriorating varnish lacquer finish on outside woodwork	0	Varnish or lacquer on outside woodwork deteriorates quickly and is not covered.	
		d. deteriorating varnish or lacquer finish on inside woodwork	1	WE will retouch areas of the woodwork where the finish has deteriorated. WE will make this repair only once after closing or first occupancy, whichever occurs first.	
		e. mildew or fungus on painted surfaces	0	WE will remove mildew or fungus reported to US prior to closing or first occupancy. Mildew or fungus may form on painted surfaces over time because of warmth and moisture.	Report to US prior to closing or at first occupancy, whichever occurs first. Clean mildew or fungus regularly from exterior or interior surfaces.

Type of Material or area of YOUR HOME	Specific item or work	DEFICIENCY or Condition	Years Covered	OUR responsibility	YOUR Responsibility
G. Finishes	6. Paint, stain, or varnish	f. deteriorating, fading, or peeling of interior paint	1	Interior painted surfaces should not deteriorate, fade or peel. WE will touch-up only the affected areas one time after closing or first occupancy, whichever occurs first.	Maintain interior paint per manufacturer's specifications.
	7. Wall coverings	a. peeling wall covering	1	WE will repair wall covering which peels within the first year.	
		b. mismatched edges of wall covering, pattern mismatch, and open seams	0	WE will repair these conditions when reported to US prior to closing or at first occupancy, whichever occurs first.	
	8. Carpeting	a. open seams in carpeting	1	Visible carpet seams are not a defect. WE will repair any openings or gaps in the seams.	
		b. wall-to-wall carpeting comes up, is loose or stretched	1	If WE originally installed wall-to-wall carpeting as a primary floor covering. WE will re-attach or restretch any of the carpeting that has loosened from the material to which it was attached.	
		c. spots or minor fading on carpet	0	Spots and/or minor fading can occur naturally when a carpet is exposed to light. WE have no responsibility for this condition.	

Type of Material or area of YOUR HOME	Specific item or work	DEFICIENCY or Condition	Years Covered	OUR responsibility	YOUR Responsibility
G. Finishes	9. Stucco	a. cracks in outside Stucco walls	1	Cracks are not unusual in the surfaces of outside stucco walls. WE will repair within the first year period, any cracks that are more than 1/8" wide.	
	10. Marble, real or synthetic, plastic laminate porcelain and fiberglass	a. blemishes, scratches nicks, or chips	0	WE will repair blemishes, scratches, nicks or chips reported to US prior to closing or at first occupancy, whichever occurs first. WE are not responsible for discontinued patterns or for differences in color between old and new.	Report to US prior to closing or at first occupancy, whichever occurs first.
H. Louvers, vents and fireplaces	1. Louvers and vents	a. inadequate ventilation of crawl spaces	1	WE will repair the louvers and vents so that they provide proper ventilation. WE will not be responsible for problems caused by changes made to the original ventilation system.	
	2. Fireplaces and chimneys	a. improper drawing of fireplace or chimney	1	A number of items can cause temporary negative draft situations in a fireplace or chimney. These include high winds, obstructions such as large branches or trees too close to the chimney, or tight insulation and weatherproofing throughout the house. WE will not be responsible for these problems. If the draft problem is caused by improper installation, WE will repair the problem.	Insure there is sufficient fresh air make-up for the flue to draw properly. Before the beginning of the season that YOU will use the fireplace, look for any obstructions and clear prior to use.

Type of Material or area of YOUR HOME	Specific item or work	DEFICIENCY or Condition	Years Covered	OUR responsibility	YOUR Responsibility
H. Louvers, vents, and fireplaces	2. Fireplaces and chimneys	b. separation of chimney from the structure to which it is attached	1	It is not unusual for a new chimney to separate slightly from the structure to which it is attached. WE will repair any chimney that has separated from the HOME more than ½” in any 10 feet vertical measurement.	
		c. firebox (area where combustion takes place) paint has changed	0	The heat from a fire can naturally change any finish on the firebox. This condition is not covered.	
		d. cracks in firebrick (brick that lines the fireplace) and mortar joints	0	Roaring fires can naturally cause this cracking. This condition is not a DEFICIENCY .	
I. Mechanical systems	1. Plumbing supply, and septic systems	a. plumbing pipes have frozen and burst	1	Drain, waste, vent, and water pipes will be adequately protected to prevent freezing as required by the applicable plumbing requirements for normally anticipated cold weather and in accordance with the design temperatures established by the American Society of Heating, Refrigerating, and Air Conditioning Engineers (ASHRAE). WE will repair any pipes not meeting the ASHRAE standards.	Drain water pipes and outside faucets when they are exposed to freezing temperatures.
		b. leaks in faucets or valves	1	WE will repair or replace any faucets or valves that leak due to DEFICIENCIES in workmanship or materials.	

Type of Material or area of YOUR HOME	Specific item or work	DEFICIENCY or Condition	Years Covered	OUR responsibility	YOUR Responsibility
I. Mechanical systems	1. Plumbing, water supply, and septic systems	c. DEFICIENCIES in plumbing fixtures, appliances, or trim fittings	1	WE will repair any fixture, appliance, or fitting which does not meet the manufacturer's standards.	
		d. noisy water pipes	1	Some noise in the water pipes is natural and comes from the flow of water and from the pipes expanding. If there is a pounding noise from improperly anchored pipes, WE will repair.	
		e. leaks in pipes	1 & 2	WE will repair any leaks in the drain, waste, vent or water pipes. Condensation on pipes is not the same as a leak, and is not a DEFICIENCY .	
		f. stopped up sewers, fixtures, and drains	1 & 2	WE will repair all sewers, fixtures, and drains that are clogged because of defects in construction. WE are not responsible for any DEFICIENCY which is not construction related, including any failure of municipal systems.	If sewers, fixtures, and drains are clogged because of YOUR actions, then YOU will pay the cost of repairing them.

Type of Material or area of YOUR HOME	Specific item or work	DEFICIENCY or Condition	Years Covered	OUR responsibility	YOUR Responsibility
I. Mechanical systems	1. Plumbing, water supply, and septic systems	g. water supply system does not deliver water	1 & 2	WE are responsible for connecting all on-site service to municipal water mains and to private water supplies. WE are also responsible for making sure that an individual well on-site is installed to comply with all building and plumbing requirements. We will repair problems caused by DEFICIENCIES in workmanship and material. WE are not responsible for problems caused by conditions beyond OUR control.	Properly maintain the septic tank system to include proper grades, landscaping, and protection from vehicular traffic or excessive weight which would result in soil compaction. Tanks may need to be pumped during periods of excessive use or extended rainfall.
		h. septic tank, distribution box and pump do not meet	1 & 2	Septic tank will meet state, county, or local requirements. WE will repair any septic system that cannot properly handle the normal flow of household waste because of defects in workmanship or materials. WE are not responsible for conditions beyond OUR control, such as freezing, saturated soil, an increase in the elevation of the water table, excessive use of the system, or limitations established by the local governing agency.	

Type of Material or area of YOUR HOME	Specific item or work	DEFICIENCY or Condition	Years Covered	OUR responsibility	YOUR Responsibility
I. Mechanical Systems	1. Plumbing, water supply, and septic systems	i. septic drain fields	1 & 2	Septic drain fields will meet state, county, or local requirements. WE will repair any septic drain fields that cannot properly handle the normal flow of household waste because of defects in workmanship or material. WE are not responsible for conditions beyond OUR control, such as freezing, saturated soils, increase in elevation of the water table, excessive use of the system, or limitations established by the local governing agency.	
	2. Heating system	a. inadequate heating	1	Heating system is designed to maintain an indoor temperature of 70°F. The temperature is measured in the center of each room at a height of 5 feet above the floor (under local outdoor winter design conditions as specified in the ASHRAE handbook). Federal, state or local energy requirements take precedence. WE will repair the heating system so that it provides the required temperature.	Balance dampers and registers and make other minor adjustments for change of seasons. Maintain unit per manufacturer's specifications.
		b. leaks in refrigerant	1 & 2	WE will repair all leaking refrigerant lines and will recharge the unit, unless YOU caused the damage.	

Type of Material or area of YOUR HOME	Specific item or work	DEFICIENCY or Condition	Years Covered	OUR responsibility	YOUR Responsibility
I. Mechanical systems	3. Refrigeration	a. inadequate air conditioning	1	Cooling system is designed to maintain an indoor temperature of 78° F. The temperature is measured in the center of each room at a height of 5 feet above the floor (under local out-door summer design conditions as specified in ASHRAE handbook). If the temperature outside is above 95° F, cooling system must be able to maintain an inside temperature that is 15° below the outside temperature. Federal, state, or local energy requirements take precedence. WE will repair the cooling system so that it provides the required temperature.	Balance dampers and registers and make other minor adjustments for change of seasons and maintain proper window treatment to optimize cooling capabilities. Maintain unit per manufacturer's specifications.
	4. Condensation drain lines	a. clogged condensation drain lines	0	WE will provide clear condensation drain lines at closing or first occupancy, whichever occurs first. After this, YOU are responsible for keeping the condensation drain lines clear.	Condensation drain lines may clog, under normal use. YOU should keep these clear. Prior to Using the cooling system each season, check the condensation lines to ensure the drain lines are clear.
	5. Evaporative cooling system	a. mechanical part of the evaporative cooling system does not operate properly	1	WE will correct or adjust the blower and the water system so that it functions properly.	
	6. Air distribution system	a. ductwork makes ticking and crackling noises	0	The ductwork may make ticking and crackling noises when the metal in it expands from the heat and contracts from the cold. This condition is natural and is not a DEFICIENCY .	

Type of Material or area of YOUR HOME	Specific item or work	DEFICIENCY or Condition	Years Covered	OUR responsibility	YOUR Responsibility
I. Mechanical systems	6. Air distribution system	b. ductwork makes a booming noise	1	This booming is called “oilcanning”. WE will repair the ductwork.	
		c. separated or unattached ductwork	1 & 2	WE will re-attach or re-secure all ductwork that has become separated or unattached.	YOU should not walk on, place heavy objects against or otherwise subject ductwork to unusual loads.
J. Electrical system	1. Electrical conductors, fuses and circuit Breakers	a. fuses blow or circuit breakers (excluding ground fault interrupters) “kick out”	1	WE will check the wiring circuits and make sure that they conform with approved local electrical requirements.	Do not overload circuits.
	2. Outlets, switches, and fixtures	a. air leaks around electrical outlets	1	Cold air can be drawn through an outlet on an exterior wall into a room. WE will repair one time after closing or first occupancy, whichever comes first.	
		b. malfunction in electrical outlets, switches, and fixtures	1	WE will repair or replace all defective outlets, switches, or fixtures.	
	3. Service and distribution	a. ground fault interrupters frequently trip (these are sensitive safety devices that are installed into the electrical system to protect from electrical shock)	1	Ground fault interrupters are sensitive and can be easily tripped. Normally, this is not indicative of a construction defect. WE will install ground fault interrupters to meet the electrical requirement. WE will correct the interrupters if the tripping is due to a Defect in installation.	A tripped ground fault interrupter usually indicates an overloaded circuit or the connected appliance contains a faulty ground.

Type of Material or area of YOUR HOME	Specific item or work	DEFICIENCY or Condition	Years Covered	OUR responsibility	YOUR Responsibility
J. Electrical System	3. Service and distribution	b. electrical wiring does not carry its designed load for normal residential use	1 & 2	WE will repair any wiring that does not conform with approved local electrical requirements. WE are responsible for original installation only. WE are not responsible for problems caused by conditions beyond OUR control.	

STATEMENT OF RECEIPT AND ACKNOWLEDGEMENT OF 'STANDARDS OF PERFORMANCE'

BY SIGNING BELOW, I AM STATING THAT I HAVE RECEIVED, READ AND ACKNOWLEDGED THE ATTACHED 21 PAGE DOCUMENT FROM **CHA LANDING, LLC** ENTITLED 'STANDARDS OF PERFORMANCE' WITH REGARD TO THE BUILDERS WARRANTY ON MY HOME:

X SIGNATURE OF BUYER

WITNESS

X BUYER'S PRINTED NAME

DATE

DESIGNATION OF HOME WARRANTED **, MOUNT PLEASANT, SC 29466**