



A HOMEOWNERS ASSOCIATION OFFERING PLAN

GREENBRIAR CROSSING ASSOCIATION, INC.

AUTUMN LEAF TRAIL

VILLAGE OF WEBSTER, MONROE COUNTY, NEW YORK

THIS OFFERING WILL BE MADE IN FOUR PHASES. THIS OFFERING PLAN IS FOR PHASE ONE; IF PHASES TWO, THREE AND FOUR ARE INCORPORATED INTO THE OFFERING, THIS OFFERING PLAN WILL BE AMENDED.

PHASE	VALUE OF COMMON AREA AND AMENITIES	NUMBER OF TOWNHOMES
ONE	\$16,087.00	31
TWO	333,794.00	40
THREE	4,214.00	28
FOUR	4,764.00	25
TOTAL	\$358,859.00 This value is the total value of the fully improved common property to be owned and maintained by the Association.	124

NAME AND ADDRESS OF SPONSOR AND SELLING AGENT IS PRIDE MARK HOMES, INC., 1501 PITTSFORD VICTOR ROAD, SUITE 200, VICTOR, NY 14564 (585) 424-4444.

THE DATE OF ACCEPTANCE FOR FILING IS OCTOBER 7, 2021.

THIS PLAN MAY NOT BE USED AFTER OCTOBER 6, 2022, UNLESS EXTENDED OR AMENDED.

SEE PAGE ONE FOR SPECIAL RISKS TO PURCHASERS.

THIS OFFERING PLAN IS THE ENTIRE OFFER TO SELL MEMBERSHIP INTERESTS IN THE HOWMEOWNERS (OR PROPERTY OWNERS) ASSOCIATION. NEW YORK LAW REQUIRES THE SPONSOR TO DISCLOSE ALL MATERIAL INFORMATION IN THIS PLAN AND TO FILE THIS PLAN WITH THE NEW YORK STATE DEPARTMENT OF LAW PRIOR TO SELLING OR OFFERING TO SELL ANY MEMBERSHIP INTERESTS. FILING WITH THE DEPARTMENT OF LAW DOES NOT MEAN THAT THE DEPARTMENT OR ANY OTHER GOVERNMENT AGENCY HAS APPROVED THIS OFFERING.

THIS OFFERING PLAN CONTAINS THE TERMS OF THE OFFER OF SALE AND THE OBLIGATIONS OF THE SPONSOR.

PLEASE READ IT CAREFULLY.

THE PROPERTY YOU ARE PURCHASING IS PART OF A PRIVATE SELF-GOVERNING SUBDIVISION WHICH MAY INITIALLY BE CONTROLLED BY THE SPONSOR. PURCHASE OF A LOT INCLUDES THE TOWNHOME CONSTRUCTED ON THE LOT AND AUTOMATIC MEMBERSHIP IN THE HOMEOWNERS ASSOCIATION.

YOUR OBLIGATIONS AS A TOWNHOME OWNER ARE INCLUDED IN THIS PLAN. THIS PLAN IS PREPARED AND ISSUED BY THE SPONSOR OF THIS SUBDIVISION. THIS PLAN HAS BEEN FILED WITH THE ATTORNEY GENERAL OF THE STATE OF NEW YORK, DEPARTMENT OF LAW, REAL ESTATE FINANCE BUREAU, 28 LIBERTY ST., NEW YORK, NY 10005.

TABLE OF CONTENTS

<u>PART I</u>	<u>Page</u>
SPECIAL RISKS	1
INTRODUCTION	5
DESCRIPTION OF COMMON AREAS AND FACILITIES TO BE OWNED OR MAINTAINED BY THE HOMEOWNERS ASSOCIATION.....	9
BUDGET FOR FIRST YEAR OF HOA OPERATION	11
INTERIM LEASES.....	19
PROCEDURE TO PURCHASE	19
TERMS OF SALE	23
RIGHTS AND OBLIGATIONS OF THE SPONSOR.....	23
CONTROL BY SPONSOR	26
THE ASSOCIATION	26
OPINION OF COUNSEL.....	37
LOCAL GOVERNMENT APPROVAL.....	39
WORKING CAPITAL FUND.....	39
RESERVE FUND.....	39
MANAGEMENT AGREEMENT	39
IDENTITY OF PARTIES.....	40
REPORTS TO MEMBERS	42
DOCUMENTS ON FILE	42
GENERAL	42
 <u>PART II</u>	
CONTRACT OF SALE	44
FORM OF DEED TO HOA PROPERTY.....	63
DESCRIPTION OF PROPERTY/ENGINEER'S DESCRIPTION.....	65
DESCRIPTON OF PROPERTY/ARCHITECT'S DESCRIPTION	66
SITE PLAN AND LANDSCAPE PLAN.....	67
LOCATION MAP	69
HOUISNG MERCHANT IMPLIED WARRANTY LAW.....	70
DECLARATION OF COVENANTS AND RESTRICTIONS.....	75
CERTIFICATE OF INCORPORATION OF HOA.....	102
ASSOCIATION BY-LAWS	105
MANAGEMENT AGREEMENT	117
CERTIFICATION BY SPONSOR AND PRINCIPALS.....	124
CERTIFICATION BY ENGINEER	125
CERTIFICATION BY ARCHITECT	126
CERTIFICATION BY SPONSOR'S EXPERT CONCERNING ADEQUACY OF BUDGET.....	127

SPECIAL RISKS

1. **IN THIS OFFERING THE SPONSOR WILL CONTROL THE ASSOCIATION UNTIL THE EARLIER OF ALL 124 TOWNHOMES IN GREENBRIAR CROSSING OWNED BY THE SPONSOR ARE SOLD TO PURCHASERS OR 15 YEARS AFTER THE RECORDING OF THE DECLARATION. DURING SPONSOR'S CONTROL, PURCHASERS WILL NOT HAVE THE RIGHT TO VOTE ON MATTERS INVOLVING THE ASSOCIATION.** AS DEFINED IN THE DECLARATION, THE SPONSOR AND ALL TOWNHOME OWNERS SHALL AUTOMATICALLY BE MEMBERS OF THE ASSOCIATION (SEE SECTION 3.02 OF THE DECLARATION SET FORTH IN PART II OF THIS PLAN). THERE SHALL BE TWO (2) CLASSES OF MEMBERSHIP. ALL OWNERS, WITH THE EXCEPTION OF THE SPONSOR, SHALL BE CLASS A MEMBERS. THE SPONSOR SHALL BE A CLASS B MEMBER. UNTIL ALL TOWNHOMES OWNED BY SPONSOR ARE TRANSFERRED, OR UNTIL 15 YEARS FOLLOWING THE RECORDING OF THE DECLARATION, WHICHEVER SHALL FIRST OCCUR, THE CLASS B MEMBERSHIP SHALL BE THE ONLY CLASS OF MEMBERSHIP ENTITLED TO VOTE. THEREAFTER, THE SPONSOR'S CLASS B MEMBERSHIP SHALL BE CONVERTED INTO A CLASS A MEMBERSHIP, AND ALL MEMBERS SHALL VOTE EQUALLY, I.E., ONE (1) MEMBER ONE (1) VOTE. WHEN AND IF LATER PHASES ARE INCORPORATED INTO THE OFFERING PLAN, THE TOWNHOMES THEN OWNED BY THE SPONSOR WILL SUPPORT THE CONTINUED CONTROL OF THE ASSOCIATION BY THE SPONSOR, HOWEVER, THE ABOVE 15 YEAR LIMITATION FROM THE DATE OF THE ORIGINAL RECORDING OF THE DECLARATION WILL REMAIN THE OUTSIDE DATE OF SPONSOR CONTROL. SEE THE SECTION ENTITLED CONTROL BY SPONSOR.

2. The Sponsor intends to improve Greenbriar Crossing in Four Phases. The maximum number of Townhomes in Phase One is 31 Townhomes. In Phase Two, the maximum number of Townhomes is 40. In Phase Three, the maximum number of Townhomes is 28. In Phase Four, the maximum number of Townhomes is 25. The maximum number of Townhomes in all Phases will be 124. Construction of Phase One commenced in the Spring of 2021 and, subject to demand and weather conditions, construction of Phase One is anticipated to be completed by December 31, 2023. Construction of Phase Two, subject to demand and weather conditions, is anticipated to be completed by December 31, 2026. Construction of Phase Three, subject to demand and weather conditions, is anticipated to be completed by December 31, 2027. Construction of Phase Four, subject to demand and weather conditions, is anticipated to be completed by December 31, 2028. The first Townhome is expected to be completed by January 1, 2022, weather conditions permitting. The Sponsor will complete the subdivision improvements (that is the dedicated street, water service, sanitary and storm sewers) servicing any Townhome prior to the sale of such Townhome. However because of a variety of circumstances, including circumstances beyond Sponsor's control, such as the number of people willing to purchase a home in the development, the availability of financing, and the general condition of the economy, the Sponsor gives no assurance that each Lot within any Phase will be improved with a dwelling. The Sponsor reserves the right to modify the development concept of any Phase not previously incorporated into the Association from townhomes to detached homes or any other type of improvement permitted and approved by the Village of Webster. Any lot not improved by a dwelling will remain subject to the Declaration and the zoning requirements of the Village of Webster. If the Sponsor changes the development concept of any later Phase, the Phase will not be incorporated into the Association. Assessments on Townhomes not owned by the Sponsor will be charged the same common charge amount regardless of whether a Lot is improved by a dwelling or not. The Sponsor is not obligated to build any later Phase. The budget estimate provides for assessment amounts for Phase One and for Phases One and Two combined, etc. See the section entitled Development and Description of Common Areas, page 9, and Greenbriar Crossing Association, Inc. Estimate of Operating Expenses and Reserves.

3. If Purchaser fails to fulfill Purchaser's duties and obligations according to the terms of the Purchase Agreement, all deposits made by the Purchaser may be retained by the Sponsor. In addition, the Purchaser shall pay Sponsor the full cost of all extras, upgrades and change orders that were commenced or ordered prior to the date of closing. Retention of any deposit shall not limit Sponsor from commencing an action for damages or seeking any other remedies allowed in law or in equity. Sponsor must make written demand for payment after a purchaser's default at least 30 days before forfeiture of any deposit may be declared. **If the Sponsor commences litigation to enforce its rights, and if the Sponsor is successful, Purchaser could forfeit all deposits and also be obligated to pay Sponsor an additional sum as awarded by the Court.** See Section 13 of the Purchase Agreement.

4. The Sponsor has or will be providing the Village of Webster with irrevocable Letters of Credit to secure the completion of public improvements, to wit: right of way, water mains, storm and sanitary sewers, all of which will be dedicated to the Village of Webster upon their completion. The Sponsor will complete that portion of the public improvements servicing any Lot prior to the conveyance of said Lot as required by the Village of Webster. See the sections entitled Development and Description of Common Areas, and Obligations of Sponsor.

5. The Sponsor is offering an express Limited Warranty in connection with the sale of Townhomes in Greenbriar Crossing. The Limited Warranty is in the amount of \$100,000.00 and is extended to the first owner of the home. The Sponsor has adopted the "Residential Construction Performance Guidelines" published by the Rochester Home Builders Association. The complete terms of the Limited Warranty are set forth in Part II of this Plan as part of the form of Purchase Agreement for Individual Townhomes. The Limited Warranty complies with the requirements of the Housing Merchant Implied Warranty.

6. Individual townhome owners are responsible for watering the lawn and garden surrounding their townhome.

7. The Sponsor does not intend to lease Townhomes since Townhomes will be built as contracts are obtained. However, Sponsor will construct model Townhomes and complete Townhome buildings and it is possible that a Townhome will be leased prior to sale to an Owner occupant. The Sponsor agrees that any sale of a townhome unit will be made free of any rights of prior tenants, and that the prior lease of the unit will be terminated in accordance with its terms prior to the transfer of title. The Sponsor does not intend to enter into "interim leases" or to enter into leases with options to purchase.

8. The Association will be responsible for maintenance asphalt driveways, roofing, exterior painting/staining of trim materials (not wrapped in aluminum) and front doors, for which replacement reserves have been established. All other Townhome components are the responsibility of the Townhome Owner, including but not limited to vinyl siding, vinyl clad windows, insulated metal doors, overhead garage doors, aluminum gutters and downspouts, masonry, windows, skylights, window panes, doors, garage doors, storm doors, decks, the maintenance, repair or replacement of porches, stone pavers or stoops, patios or concrete walks. No reserve has been established for Townhome Owner obligations, as the Association is not responsible for such maintenance and/or repair. The Association shall not be responsible for the removal of snow from roofs.

The useful life of vinyl siding, brick fascia accents, aluminum gutters, aluminum and vinyl trim/fascia is 50 years. See the Architect's Description for additional details and warranty information.

The Common Area, owned and maintained by the Association, will include the following improvements: community club house; driveways serving the individual townhomes; entrance monument; landscaped areas. The Sponsor reserves the right to convey the Common Areas to the Association prior to the completion of those improvements which could be materially and adversely affected by the completion of the improvement of Townhomes or could impede the improvement of such Townhomes. The community club house is scheduled to be completed by December 31, 2026 as part of Phase Two. The improvements to the Common Areas which may be incomplete at the time of conveyance of the Common Areas to the Association will include the community club house and such items as landscaping and the asphalt paved areas. The incomplete items will be completed by the Sponsor, but are not secured by any letter of credit or completion bond. The Sponsor is obligated to build and complete the improvements to the Association property in accordance with the building plans and specifications identified in the plan. Construction of Phase One commenced in the Spring of 2021. and, subject to demand and weather conditions, construction of all Phases is anticipated to be completed by December 31, 2028. The first Townhome is expected to be completed by January 1, 2022, weather conditions permitting.

As set forth above, the Association will be responsible for maintenance asphalt driveways, roofing, exterior painting/staining of trim materials (not wrapped in aluminum) and front doors, for which replacement reserves have

been established. All other Townhome components are the responsibility of the Townhome Owner, including but not limited to including but not limited to vinyl siding, vinyl clad windows, insulated metal doors, overhead garage doors, aluminum gutters and downspouts, masonry, windows, skylights, window panes, doors, garage doors, storm doors, decks, the maintenance, repair or replacement of porches, stone pavers or stoops, patios or concrete walks. The Association shall not be responsible for the removal of snow from roofs.

9. Provision has been made for real estate taxes on the Association Property; the tax assessor has advised the Sponsor that the assessed value of the Association Property will be nominal and reflect the limited market value of Association Property. Should there be an increased assessment of the Association Property, nominal or otherwise, the Maintenance Assessments will necessarily be increased to fund the resulting taxes. See the Budget and footnotes for detailed information.

10. Insurance carried by the Association for fire and all risk building coverage does not insure the personal property or dwelling contents of individual Lot Owners. Lot Owners are advised to obtain property insurance for personal property and dwelling contents, including upgrades installed by Sponsor or any other party, as well as liability coverage for accidents occurring in and about their dwelling.

11. If a Lot Owner fails to maintain his home consistent with the guidelines established by the Association, the Association may perform maintenance not performed by the Lot Owner at the Lot Owners expense, the cost of said maintenance or restoration to be assessed against the defaulting Lot Owner and shall be deemed to be a common assessment, a lien against the Lot and collectable as such.

12. A purchaser may purchase his home with mortgage financing, but the obligations and conditions of the commitment are the responsibility of the purchaser, and are not contingencies of the contract between the Sponsor and purchaser. Additionally, the purchaser is responsible to obtain a commitment which expires on or after the closing date set forth in the Purchase Agreement with the Sponsor. If the commitment expires before closing, it is the purchaser's obligation to have the commitment extended. The obligations of a purchaser under a Purchase Agreement are not conditioned on obtaining financing. Any prospective purchaser who executes a Purchase Agreement and does not obtain financing may lose his or her deposit if he or she is unable to otherwise raise the monies for the balance of the purchase price. Prospective purchasers who require financing are advised to consult with a lending institution before execution of a Purchase Agreement. No representation is made by the Sponsor as to the availability or cost of such financing.

13. No bond or other security has been posted by the Sponsor to secure the completion of construction of any building or the performance of its obligations set forth in this Offering Plan, except as set forth in special risk #3 at page 1. Accordingly, the Sponsor's ability to meet such obligations could depend on its financial condition at the time it is called upon to perform. The Sponsor and its principal may not disclaim or limit liability to perform any obligation imposed by the Offering Plan, applicable statute or regulation.

14. Townhome Owners may NOT make any exterior modifications or improvements to their townhome or the Lot upon which it is built, including but not limited to landscaping or foundation plantings, without Architectural Committee written approval. An Architectural Standards Committee shall be appointed by the Board of Directors for the purpose of enforcing certain provisions of the Declaration and controlling any change in use or any additions, modifications or alterations to any improvement within the Greenbriar Crossing within guidelines and/or policies established by the Board of Directors. See page 30. Owners are reminded the Sponsor will initially control the Association.

15. During Sponsor control (see Special Risk number 1), the Sponsor will not exercise veto power over the expenses in the Projected Schedule of Receipts and Expenses, nor over expenses required to (1) comply with applicable law or regulation; (2) remedy and notice of violation; (3) remedy any work order issued by an insurer; or (4) ensure the health and safety of the occupants of the building, provided such maintenance action is otherwise the obligation of the Association. During Sponsor control, Sponsor may exercise veto power over expenses other than those listed above in compliance with the terms and conditions of the Declaration.

16. The Sponsor will comply with the Escrow Trust Fund provisions established by the Attorney General. Deposits will be held in trust by the Sponsor's attorney. The name of the account is GREENBRIAR CROSSING ESCROW ACCOUNT, located at Manufacturers and Traders Trust Company, First Federal Plaza Office, Rochester, New York. This bank is covered by federal bank deposit insurance. The maximum amount of insurance is \$250,000.00 per account. If deposits in the aggregate are in excess of the then applicable maximum amount, such deposits will not be federally insured in excess of the then applicable maximum amount.

17. Initially, the Sponsor will act as Managing Agent of the Association. For its services, the Sponsor will receive a fee of \$18.00 per Lot per month, which amount is a reasonable market rate (subject to renewal and increases in fees). In addition, Sponsor will receive reimbursement for all out-of-pocket expenditures. The form of Management Agreement is set forth as an exhibit to this Offering Plan. If the Sponsor opts to renew the Management Agreement, the Management Agreement may be binding on the Association for up to 15 years, which is the maximum period of Sponsor control.

The Association will indemnify and defend Sponsor as Managing Agent against all suits brought in connection with the Association and from liability for loss of person or property. The Association will also pay all expenses of Sponsor as Managing Agent in defending against such suits.

18. The Association Projection of Income and Expenses is shown on Schedule A set forth in the Offering Plan. The common charge operating expenses are based upon the cost of operating the project with 31 Townhomes transferred to third party purchasers. Each Townhome transferred by the Sponsor is assessed 1/31st of the total costs of operations. For Phase One the estimated Common Charge is \$184.67 per month. To afford Townhome Owners an estimate of operating expenses for all phases improved as a townhome community, the Sponsor also has provided an estimate of operating expenses and reserves with 124 Townhomes transferred to third party purchasers. Each Townhome transferred by the Sponsor is assessed 1/124th of the total costs of operations. The highest Common Charge is \$204.79 per month in Phase Two, and thereafter decreases to \$191.19 per month in Phase Four.

19. This Plan does not have a working capital fund. If capital improvements are required, a special assessment will be necessary. See Budget.

20. The offering plan discloses that operating expenses are based upon the cost of operating the project with 20 townhomes transferred to third party purchasers where each is assessed 1/20th of the total costs of operations. However, during development and construction, income and expenses (services provided) will be based on townhomes completed, and therefore income and expenses incurred will be less than the amount as set forth in the budget until all homes are built. With respect to reserves, until a townhome is built, no common charges are collected, including the amount for reserves; and therefore the amount collected for reserves will reflect the number of homes built. Accordingly, the total amount collected for reserves until all homes are built will be less than reflected in the budget.

The rest of this page intentionally left blank.

DEFINITIONS

The following terms used with this Offering Plan shall have the following meanings:

Assessments	Collectively, the Maintenance Assessments and Special Assessments.
Association	Greenbriar Crossing Association, Inc.
Association Property	The common area owned by the Association.
Bank	M&T Bank, First Federal Plaza, Rochester, New York 14614, which is the institution where the Escrow Account will be opened and maintained.
BME Associates	BME Associates, 10 Lift Bridge Lane East, Fairport, NY 14450.
Declaration	The Declaration of Protective Covenants, Conditions, Restrictions, Easements, Charges and Liens to be filed in the Ontario County Clerk's Office prior to the first Lot sale creating the Association.
Escrow Agent	Woods Oviatt Gilman LLP, as attorneys.
Escrow Account	The non- interest bearing escrow account where the deposits of Purchasers are held pending closing of the purchase contract. The account is titled the Greenbriar Crossing Escrow Account
Greenbriar Crossing	The acreage located in Webster, Monroe County, New York upon which Greenbriar Crossing Townhomes will be built.
Greenbriar Crossing Townhomes	The 124 townhomes building Townhomes comprising Greenbriar Crossing Subdivision
IOLA	An Interest-On-Lawyer's-Account authorized pursuant to Judiciary Law Section 497.
Lot	Any portion of Greenbriar Crossing subdivision identified as a separate parcel on the tax records of the municipality, or shown as a separate lot upon any recorded or filed subdivision map.
Maintenance Assessments	Annual assessments or charges for the maintenance and operation of Association Property
Owner Repair	Any maintenance, repair or replacement necessary to preserve the appearance and value of the Association Property, which is occasioned by a negligent or willful act or omission of a Lot Owner.
Phase One	The 31 Townhomes comprising the first development phase of Greenbriar Crossing Townhomes.
Phase Two	The 40 Townhomes comprising the second development phase of Greenbriar Crossing Townhomes.
Phase Three	The 28 Townhomes comprising the third development phase of Greenbriar Crossing Townhomes.

Phase Four	The 25 Townhomes comprising the fourth development phase of Greenbriar Crossing Townhomes.
Projected Schedule of Receipts and Expenses	The Schedule A Projected Schedule of Receipts and Expenses establishing the Maintenance Assessments for the first year of operation as set forth budget section of the plan.
Purchaser or Owner	The buyer who enters into an agreement with the Sponsor for the purchase and construction of a Townhome on a Lot.
Residential Construction Performance Guidelines	The performance guidelines published by the Rochester Home Builders Association establishing minimum standards of construction.
Seller/Sponsor	Pride Mark Homes, Inc.
Special Assessments	An assessment for capital improvements or for repairs which may become necessary as a result of a casualty loss caused by nature, not otherwise covered by insurance and creating a budget deficit for the fiscal year
Townhome	The residential dwelling (attached to another dwelling by at least one party wall) and the Lot upon which the dwelling is constructed.

INTRODUCTION

The purpose of this Offering Plan is to set forth all the material terms of the offer of membership in the Greenbriar Crossing Association, Inc. ("Association"). The Sponsor may amend the Offering Plan from time to time by filing an amendment with the New York State Department of Law. All amendments shall be served upon all offerees, as defined by 13 N.Y.C.R.R. Section 22.1(d) ("Offerees"). A copy of this Offering Plan and all exhibits delivered to the Department of Law at the time this plan was filed are available for inspection, without charge to prospective purchasers and their attorneys, at the Sponsor's office.

Pride Mark Homes, Inc., (hereinafter referred to as "Sponsor"), is a New York corporation, with an office and principal place of business at 1501 Pittsford Victor Road, Suite 200, Victor, New York. The Sponsor acquired fee ownership of approximately 44± acres of land located in Webster, Monroe County, New York, by deed recorded in the Monroe County Clerk's Office on April 2, 2021. This land is referred to in this Offering Plan as Greenbriar Crossing Subdivision.

The current concept plan for the Greenbriar Crossing Subdivision provides for 124 townhome building Townhomes in Four Phases, together with a community club house. Phase One consists of 31 Townhomes constructed on Townhomes 101-131. Phase Two consists of the community club house and 40 Townhomes constructed on Townhomes 201-240. Phase Three consists of 28 Townhomes constructed on Townhomes 301-328. Phase Four consists of 25 Townhomes constructed on Townhomes 401-425. The community club house is intended for the use of the residents for individual and neighborhood gatherings and functions. It may also be reserved by residents for private parties. The community club house will be 2,074± square feet, with meeting space, kitchen, and bathroom facilities. The community club house is scheduled to be completed by December 31, 2026. The Sponsor gives no assurance that all Townhomes will be improved with a dwelling. The townhome building Townhomes are offered in connection with the Association. The Sponsor reserves the right to modify the development concept from townhomes to detached homes or any other type of improvement, subject to obtaining applicable permits and approval by the Village of Webster Planning Board.

The property is referred to in this Offering Plan as "Greenbriar Crossing." The property comprising Greenbriar Crossing is bordered on the north by property zoned R1-13.6 Residential. The property on the east and west in the Town of Webster is zoned R3-Single Family Residential. The property on the south in the Town of Penfield is zoned R1-20 Residential. The immediate area surrounding Greenbriar Crossing is devoted to residential use and farming activity. Greenbriar Crossing is located in the south eastern portion of the Village of Webster, and is within 2.5± miles of the one of Webster major retail areas, Wegmans Plaza at Holt Road.

Neither the Sponsor, nor any of its principals, owns in whole or in part, or has an option to acquire, any adjoining areas.

The Greenbriar Crossing Subdivision will have access to State Road via the right-of-way known as Autumn Leaf Trail, which will be dedicated to, owned and maintained by, the Village of Webster. Construction of Autumn Leaf Trail began in June 2021, and is anticipated to be completed by December 31, 2021. Autumn Leaf Trail will consist of a 24-foot wide road and gutter system. The sanitary and storm drainage sewers will be dedicated to, owned and maintained by, the Village of Webster. Autumn Leaf Trail and the sanitary and storm drainage sewers will be constructed in accordance with plans and specifications required by and approved by the Village of Webster. Lot Owners will have access to the street directly from their individual driveways. A letter of credit has been posted with the Village of Webster for the completion of work within the right-of-way.

A "Townhome" shall mean and refer to a residential dwelling constructed upon a given Lot and attached to at least one other Townhome by means of a party wall. A "Lot" shall mean and refer to any portion of Greenbriar Crossing identified as a separate parcel on the tax records of the municipality, or shown as a separate lot upon any recorded or filed subdivision map. Purchasers of Townhomes within Greenbriar Crossing are purchasing the Lot and the improvement constructed on it. The Townhomes shall be commonly referred to and known as "Greenbriar Crossing". All areas of

Greenbriar Crossing not contained within the perimeter of the building Townhomes will be Common Areas and conveyed to the Association prior to the sale of the first Lot.

The Common Area, owned and maintained by the Association, will include the following improvements: community club house; driveways serving the individual townhomes; entrance monument; pond and landscaped areas. The community club house is scheduled to be completed by December 31, 2026. The community club house is intended for the use of the residents for individual and neighborhood gatherings and functions. It may also be reserved by residents for private parties. The community club house will be 2,074± square feet, with meeting room, kitchen, and bathroom facilities. With respect to the Townhomes, including garages, the Association will be responsible for maintenance of asphalt driveways, roofing, exterior painting/staining of trim materials (not wrapped in aluminum) and front doors, for which replacement reserves have been established. All other Townhome components are the responsibility of the Townhome Owner, including but not limited to vinyl siding, vinyl clad windows, insulated metal doors, overhead garage doors, aluminum gutters and downspouts, masonry windows, skylights, window panes, doors, garage doors, storm doors, decks, porches, stone pavers and stoops, patios and concrete walks. The Association shall not be responsible for the removal of snow from roofs.

The Association is solely responsible for the maintenance of the Common Area and the improvements within the area, including but not limited to the above items. Under no circumstances is the Village of Webster responsible for the maintenance of the Common Area and the improvements located thereon.

Regarding parking, in addition to the attached garage for each Townhome, each Townhome will have a driveway approximately 12 feet or 17 feet wide for additional parking for two cars. Eighteen additional parking spaces are located at the community club house.

All Owners of Townhomes and the Lots upon which they are built at Greenbriar Crossing, as defined in a certain Declaration of Protective Covenants, Conditions, Restrictions, Easements, Charges and Liens (hereinafter referred to as the "Declaration"), to be recorded in the Monroe County Clerk's Office prior to the transfer of title to the first Lot, automatically become Members in the Association, which has been formed for the purpose of insuring the efficient preservation of the values and amenities of Greenbriar Crossing. (See a copy of the Certificate of Incorporation of the Association set forth in Part II of this Plan). The Members' obligation to become Members is set forth in the form of Purchase Agreement set forth in Part II of this Plan, which refers to the Declaration governing the use and ownership of land within Greenbriar Crossing. The complete text of the Declaration is set forth in Part II of this Plan. The By-Laws of the Association are set forth in Part II of this Plan.

The purchase price of a Lot in Greenbriar Crossing includes the Townhome constructed on it, the exclusive right to use the improvements, walk and driveway associated with the Townhome, and the cost of the Association property. Purchasers are advised that purchase prices are set by the Sponsor and are not subject to review or approval by the New York State Department of Law or any other governmental agency.

As defined in the Declaration, the Sponsor and all Lot Owners shall automatically be Members of the Association (see Section 3.02 of the Declaration set forth in Part II of this Plan). There shall be two (2) classes of Membership. All Owners, with the exception of the Sponsor, shall be Class A Members. The Sponsor shall be a Class B Member. Until all Lots owned by Sponsor, including any and all additional lots which may be brought within the scheme of the Declaration pursuant to Sponsor's right under Article II of the Declaration, are transferred, or until 15 years following the recording of the Declaration, whichever shall first occur, the Class B Membership shall be the only Class of Membership entitled to vote. Thereafter, the Sponsor's Class B Membership shall be converted into a Class A Membership, and all Members shall vote equally, i.e., one (1) Member one (1) vote. See the section entitled Greenbriar Crossing Association, Inc., Membership and Voting Rights. At the first annual meeting following the conversion of Sponsor's Class B Membership to a Class A Membership, the Members shall elect a new Board of Directors unrelated to the Sponsor.

Upon the Sponsor relinquishing control, Members of the Association will have the right to vote annually for the Board of Directors who will conduct the affairs of the Association. Members will pay monthly maintenance and utility charges to the Association for:

1. The operation and maintenance of the Association property.
2. With respect to the Townhomes, including garages, the Association will be responsible for maintenance of asphalt driveways, roofing, exterior painting/staining of trim materials (not wrapped in aluminum) and front doors, for which replacement reserves have been established. All other Townhome components are the responsibility of the Townhome Owner, including but not limited to vinyl siding, vinyl clad windows, insulated metal doors, overhead garage doors, aluminum gutters and downspouts, masonry windows, skylights, window panes, doors, garage doors, storm doors, decks, porches, stone pavers and stoops, patios and concrete walks. The Association shall not be responsible for the removal of snow from roofs.
3. Fire and casualty insurance covering the Townhomes, Association property, if appropriate, and liability insurance for the Association.
4. The creation of such reserves for contingencies as the Board of Directors may deem proper.
5. Maintenance, including repair and replacement, as necessary, of the common properties of the Association, including the community club house, driveways, entrance monuments, walks, pond and those portions of sewer, water, and utility laterals servicing one (1) or more Townhomes and not maintained by a utility company, public authority, municipality or other entity, and landscaping as installed by Sponsor.
6. Plowing of snow from driveways. The Lot Owner shall be responsible for shoveling of snow from walks. The Association shall not be responsible for ice control or removal. The Lot Owner may take steps to control or remove ice, but may not use salt or any other corrosive material or chemical that may harm or degrade the walk over time.
7. Maintenance of landscaping and lawns within Greenbriar Crossing originally installed by Sponsor. Lot Owners are responsible for watering their lawns following initial planting/seeding, and thereafter as weather dictates.

See page 30 for further discussion of Maintenance by the Association.

Individual Lot Owners are responsible for the interior and exterior maintenance of their Townhomes. Lot Owners are responsible for watering their lawns following initial planting/seeding, and thereafter as weather dictates. They may decorate their dwellings as they desire, subject only to such rules and regulations regarding the exterior appearance of the dwellings as may be promulgated from time to time by the Association's Architectural Committee (see Section 7.08 of the Declaration set forth in Part II of this Plan). Townhome Owners may NOT make any exterior modifications or improvements to their townhome or the Lot upon which it is built, including but not limited to landscaping or foundation plantings, without Architectural Committee written approval. An Architectural Standards Committee shall be appointed by the Board of Directors for the purpose of enforcing certain provisions of the Declaration and controlling any change in use or any additions, modifications or alterations to any improvement within the Greenbriar Crossing within guidelines and/or policies established by the Board of Directors. The Association may perform maintenance not performed by the Lot Owner at the Lot Owners expense, the cost of said maintenance or restoration to be assessed against the defaulting Lot Owner and shall be deemed to be a common assessment, a lien against the Lot and collectable as such.

Lot Owners may improve their deck or patio area with the Sponsor's written consent, upon uniform standards consistently applied, and thereafter when the Sponsor is no longer in control of the Association, the Association's consent. The specific area of the improvement, and the nature of the improvement and the materials used shall all be reviewed and approved before construction begins. The improvements shall not be attached to an adjoining Lot Owner's property, and the adjoining Lot Owner and Association shall not be obstructed from performing repairs and maintenance on the adjoining Townhome. The Lot Owner shall maintain the improvements in a clean and good condition to insure such improvements

are do not become an eyesore or nuisance, and in a manner equal to the maintenance performed by the Association. Upon the Lot Owner's failure to maintain, the Association may maintain the area or remove the improvement and restore the area to its original condition at the defaulting Lot Owner's expense, the cost of said maintenance or restoration to be assessed against the defaulting Lot Owner and shall be deemed to be a common assessment, a lien against the Lot and collectable as such.

Owners of Townhomes, excluding the Sponsor, are responsible for the payment of monthly maintenance assessments to the Association. The estimated charges for the first year that Greenbriar Crossing is completed and operating are set forth immediately following this Section. A certification by an expert concerning the adequacy of such charges is set forth in Part II of this Plan. The Association may place a lien on Townhomes for unpaid maintenance assessments. This could result in foreclosure. At the time they purchase their Lot, purchasers are advised to obtain a certificate from the Association (see Section 5.10 of Declaration set forth in Part II of this Plan) certifying to the status of payment of assessments. The maintenance assessments on Townhomes owned by the Sponsor shall be in an amount equal to the difference between the actual Association expenses, including reserves applicable to completed improvements as provided for in the Association's budget, and the Association charges levied on Owners who have closed title to their Townhomes. For those Townhomes owned by the Sponsor upon which a home has been completed, the Sponsor shall pay for reserves from and after the issuance of Certificate of Occupancy. In no event, however, will the Sponsor be required to make a deficiency contribution in an amount greater than it would otherwise be liable for if it were paying assessments on each unsold Lot. See Article V of the Declaration set forth in Part II of this Plan.

The Webster Police Department and the Monroe County Sheriff Department will provide police protection. The Webster Volunteer Fire Department will provide fire protection. The Monroe County Water Authority (475 Norris Drive Rochester, New York 14610- 0999 T (585) 442-2000 F (585) 442-0220) will provide water service. The Town of Webster will provide sanitary and storm sewer service. Rochester Gas and Electric Company will provide electricity and gas. The cost of police and fire protection, sewer services and maintenance of dedicated improvements will be included in the Lot Owners real property tax. Electric, gas and water usage and pure waters service will be separately billed on the basis of consumption. Snow plowing and maintenance services are provided by the Association as discussed on the preceding page.

Owners of Townhomes may sell or mortgage their Townhomes to anyone without restriction. Each Lot is separate and not subject to mortgages of other Townhomes. Owners of Townhomes in Greenbriar Crossing should be aware that, if they resell their Lot, those who purchase from them will automatically become Members of the Association, assuming all rights and obligations (see Section 3.02 of the Declaration set forth in Part II of this Plan).

In the event of the dissolution or liquidation of the Sponsor or the transfer of three or more homes or lots to a purchaser who is not purchasing for occupancy, the principals of Sponsor will provide financially responsible entities or individuals who at the time of engaging in sales activity will assume the status and all of the obligations of the Sponsor for those transferred home or lots under the offering plan, applicable laws or regulations. If the Sponsor is dissolved or liquidated, the principals of the original Sponsor will guarantee the obligations of the new sponsor.

The Offering Plan as presented contains all of the detailed terms of the transaction as it relates to the Association. Copies of the Offering Plan and all Exhibits submitted to the Office of the Attorney General will be available for inspection without charge and for copying at a reasonable charge to prospective purchasers and their attorneys at the property site whenever the on-site sales office is open, at the office of the Sponsor during normal business hours, and the office of the NYS Department of Law, Real Estate Finance Bureau, 28 Liberty Street, New York, NY 10005, during normal business hours.

THE PURCHASE OF A HOME ASSOCIATED WITH MANDATORY MEMBERSHIP IN A HOMEOWNERS ASSOCIATION HAS MANY SIGNIFICANT LEGAL AND FINANCIAL CONSEQUENCES AND MAY BE ONE OF THE MOST IMPORTANT FINANCIAL TRANSACTIONS OF YOUR LIFE. THE ATTORNEY GENERAL URGES YOU TO READ THIS OFFERING PLAN CAREFULLY AND TO CONSULT WITH AN ATTORNEY BEFORE SIGNING A CONTRACT OF SALE.

DEVELOPMENT AND DESCRIPTION OF GREENBRIAR CROSSING COMMON AREAS

The current concept plan for the Greenbriar Crossing Subdivision provides for 124 townhome building lots in Four Phases, together with a community club house. Phase One consists of 31 Townhomes constructed on Lots 101-131. Phase Two consists of the community club house and 40 Townhomes constructed on Lots 201-240. Phase Three consists of 28 Townhomes constructed on Lots 301-328. Phase Four consists of 25 Townhomes constructed on Lots 401-425. The community club house is scheduled to be completed by December 31, 2026. Construction of Phase One commenced in the Spring of 2021 and, subject to demand and weather conditions, construction of Phase One is anticipated to be completed by December 31, 2023. Construction of Phase Two, subject to demand and weather conditions, is anticipated to be completed by December 31, 2026. Construction of Phase Three, subject to demand and weather conditions, is anticipated to be completed by December 31, 2027. Construction of Phase Four, subject to demand and weather conditions, is anticipated to be completed by December 31, 2028. Greenbriar Crossing consists of dedicated rights of way known as Autumn Leaf Trail, the Common Area improved by the community club house, townhome driveways and landscaped areas to be owned by the Association, and the townhome dwellings to be owned by individual purchasers. The Greenbriar Crossing consists of 44± acres in total, which includes 28± acres of Association lands. The Common Area consists of the community club house, townhome driveways, pond, entrance monument, open space and landscaping. Other than the community club house, entrance monument and driveways serving Townhomes, the Common Area is not improved by any other structure or building. The Townhomes will be within buildings consisting of three or four Townhomes, with common party walls, as depicted on the Site Plan. A site plan showing the details of the proposed development is set forth in Part II of this Plan. The Sponsor will complete the subdivision improvements, that is the right of way, water service, storm and sanitary sewers before the first lot sale projected to be January 1, 2022, however, because of a variety of circumstances, including circumstances beyond the Sponsor's control, such as market acceptance of the development, the availability of financing, and the general condition of the economy, the Sponsor gives no assurance that each Lot will be improved with a dwelling. The Sponsor will construct homes as purchasers enter into binding purchase agreements, and the Lots may remain vacant for an extended period of time. The Sponsor has not established a fixed or predetermined timetable.

The Common Area within Phase One, which is open space, will be available to the Owners within Phase One and is anticipated to be completed by December 31, 2023. The community club house, to be located in Phase Two, is intended for the use of the residents for individual and neighborhood gatherings and functions. It may also be reserved by residents for private parties. The community club house will be 2,074± square feet, with a meeting room, kitchen, and bathroom facilities, with a maximum occupancy of 84 people. The community club house will be furnished with the following: 2 couches, 2 sofa chairs, 3 counter stools, 2 end tables, 2 round card tables, 8 card table folding chairs, 2 patio tables, 12 patio chairs; 2 treadmills, 1 elliptical, 1 recumbent bicycle, 1 adjustable bench, 1 refrigerator, 1 microwave, 1 dishwasher, 1 range, and 2 televisions. The community club house is scheduled to be completed by December 31, 2026. The Common Area within Phase Three, which is open space, will be available to the Owners and is anticipated to be completed by December 31, 2027. The Common Area within Phase Four, which is open space, will be available to the Owners and is anticipated to be completed by December 31, 2028.

In addition to the attached garage for each Townhome, each Townhome will have a driveway approximately 16 feet wide for additional parking for two cars. Eighteen (18) parking spaces are located at the community club house. No additional parking is located within the Common Area. Driveways will consist of #2 Stone Crusher Run on average 7 inch thickness, followed by #1 Stone Crusher Run on average 1 inch thickness, followed by Blacktop Binder Driveway on average 2.5 inch thickness compacted to 2 inches. See Engineer's Description.

The construction time table for the completion of the first Townhome is estimated to be January 1, 2022; the remaining townhomes will be completed as contracts for sale are entered into. The Sponsor does not intend to, but may in its sole discretion, complete townhomes on speculation or without contracts of sale with purchasers. Assuming normal demand by prospective purchasers, the Sponsor anticipates being done with the development by December 31, 2028. However, no guarantee can be made by the Sponsor.

All areas which are not contained within the perimeter of a Subdivision Lot will be known as Common Areas, and will be conveyed to the Association prior to the closing of title to the first Lot. The Sponsor reserves the right to convey the Common Areas to the Association prior to the completion of those improvements which could be materially and adversely affected by the completion of the improvement of Townhomes or could impede the improvement of such Townhomes. The improvements to the Common Areas which may be incomplete at the time of conveyance of the Common Areas to the Association will include such items as the community club house, landscaping and the asphalt paved areas. The incomplete items will be completed by the Sponsor, but are not secured by any letter of credit or completion bond. No bond or letter of credit has been posted securing the completion of the community club house or other Common Area improvements.

The Common Area, owned and maintained by the Association, will include the following improvements:

1. Community club house;
2. Driveways serving the individual townhomes;
3. Pond;
4. Entrance monument;
5. Landscaped areas.

The Association is solely responsible for the maintenance of the Common Area and the improvements within the area, including but not limited to the above items. Under no circumstances is the Village of Webster responsible for the maintenance of the Common Area and the improvements located thereon.

The right-of-way known as Autumn Leaf Trail will be dedicated to the Village of Webster. Autumn Leaf Trail will consist of a 24-foot wide road and 30-inch gutter system and built in compliance with specifications adopted by the Village of Webster for similar public roadways. The right-of-way will be 24 feet wide and constructed of a 12 inch crusher run stone base, 3 inch binder course type 3 asphalt and 1 inch top course type 7F asphalt. The gutter will be 30 inches wide and constructed of Class A Concrete, 4000 PSI Min. Cast-In-Place with a minimum thickness of 6 inches and a maximum thickness of 8 inches. The stated specifications comply with the local government specifications for public rights-of-way, making the right-of-way capable of being dedicated to the Village of Webster. The sanitary and storm drainage sewers will be dedicated to, owned and maintained by, the Village of Webster and built in compliance with specifications adopted by the Village of Webster for similar public utilities. Autumn Leaf Trail and the sanitary and storm drainage sewers will be constructed in accordance with plans and specifications required by and approved by the Village of Webster. Sanitary sewers serving each Townhome will be four (4) inch PVC sanitary lateral that ties into the proposed eight (8) inch sanitary main. Lot Owners will have access to the street directly from their individual driveways. A letter of credit has been posted with the Village of Webster for the completion of Autumn Leaf Trail and the sanitary and storm drainage sewers.

The water mains, hydrants, valves, and all other appurtenances within the right-of-way or dedicated easement shall be owned and maintained by the Monroe County Water Department. Water mains will be constructed in accordance with plans and specifications required by the Monroe County Water Department.

At the time of its conveyance to the Association, the Common Area will be free and clear of all liens and encumbrances, except:

1. Those created by or pursuant to the Declaration,
2. Easements and rights of way granted to governmental authorities for drainage, sewers, and other municipal purposes,
3. Public utility easements,
4. Sewer, drainage or utility easements which may be granted in the future.

The Sponsor will provide and pay for a title insurance policy to cover the common property conveyed to the Association. The policy will be in the amount of the offering. The Sponsor will construct all improvements in accordance with the applicable Zoning and Building Ordinances.

SCHEDULE A
ESTIMATE OF OPERATING EXPENSES AND RESERVES
GREENBRIAR CROSSING TOWNHOMES PHASE ONE AND SUBSEQUENT PHASES
FIRST YEAR OF OPERATIONS COMMENCING JANUARY 1, 2022 AND ENDING DECEMBER 31, 2022

This estimate is prepared as of January 1, 2022, which date is a reasonable projection of when the first closing is to occur. This estimate of operating expenses and reserves has been made by the Sponsor and is based upon quotations obtained by Sponsor. This estimate cannot be construed as an assurance of actual expenses and is based merely upon information available to the Sponsor at the time of preparation.

Provision has been made for real estate taxes on the Association Property; the tax assessor has advised the Sponsor that the assessed value of the Association Property will be nominal and reflect the limited market value of Association Property. See Budget Footnote 15 on page 15. Should there be an increased assessment of the Association Property, nominal or otherwise, the Maintenance Assessments will necessarily be increased to fund the resulting taxes.

The Common Charge per Townhome will be calculated by multiply total cost of operations by a fraction the numerator is one and the denominator is the then total number of lots then subject to the Declaration. These operating expenses are based upon the cost of operating the project with 31 Townhomes transferred to third party purchasers. Each Townhome transferred by the Sponsor is assessed 1/31st of the total costs of operations. For Phase One the estimated Common Charge is \$184.67 per month. To afford Townhome Owners an estimate of operating expenses for all phases improved as a townhome community, the Sponsor also has provided an estimate of operating expenses and reserves with 124 Townhomes transferred to third party purchasers. Each Townhome transferred by the Sponsor is assessed 1/124th of the total costs of operations. The highest Common Charge is \$204.79 per month in Phase Two, and thereafter decreases to \$191.19 per month in Phase Four.

The maintenance assessments on Townhomes owned by the Sponsor shall be in an amount equal to the difference between the actual Association expenses, including reserves applicable to completed improvements as provided for in the Associations budget, and the Association charges levied on Owners who have closed title to their Townhomes. For those Townhomes owned by the Sponsor upon which a home has been completed, the Sponsor shall pay for reserves from and after the issuance of Certificate of Occupancy. In no event, however, will the Sponsor be required to make a deficiency contribution in an amount greater than it would otherwise be liable for if it were paying assessments on each unsold Townhome. See Article V of the Declaration set forth in Part II of this Plan.

Assessments will be assessed yearly and payable monthly. Assessments will commence on the first day of the month immediately following the sale of the first Townhome, or at such other time as the Sponsor shall determine. Assessments will be prorated and adjusted in the month of sale.

If the projected commencement date of the budget year for the projected schedule of receipts and expenses differs by six (6) months or more from the anticipated date of closing of the first home or Townhome, this Offering Plan will be amended to include a revised budget disclosing current projections. The amendment will be completed prior to closing the first home or Townhome. If the amended projections exceed the original projections by 25% or more, the Sponsor will offer all purchasers the right, for a reasonable period of time not less than 15 days from the date of presentation, to rescind their offer to purchase and to have their deposits refunded with interest, if any. The Sponsor's guarantee of the budget in this Offering Plan will not avoid an offer of rescission.

Schedule A

Greenbriar Crossing Townhomes Phase One and Subsequent Phases Projected Schedule of Receipts and Expenses - First Year of Operations Commencing January 1, 2022 and ending December 31, 2022					
	Phase I	Phase I and II	I, II, and III	Full Project	
	(31 Units)	(71 Units)	(99 Units)	(124 Units)	Notes
PROJECTED INCOME					
MAINTENANCE CHARGES					
\$184.67/ unit / month based on 31 units	68,698				1
\$204.79/ unit / month based on 71 units		174,480			2
\$195.57/ unit / month based on 99 units			232,336		3
\$191.19/ unit / month based on 124 units				284,494	4
PROJECTED EXPENSES					
ADMINISTRATIVE					
Legal	300	350	400	500	5
Audit	1,450	1,450	1,500	1,800	6
Office Exp.	500	700	950	1250	7
Insurance	12,018	27,980	38,910	48,655	8
Management	6,696	15,336	21,384	26,784	9
Cable, Internet, Security, Fire		3000	3000	3000	10
CONTRACTED SERVICES					
Landscape/Grounds	13,485	30,885	43,065	53,940	11
Snow removal	9,517	22,411	31,007	38,682	12
Gutter Cleaning	1,550	3,600	5,000	6,250	13
Refuse	6,138	14,058	19,800	24,750	14
Lawn Fertilization and Weed Control Program	4,389	7,685	9,512	11,339	15
Water		200	200	200	16
Gas/Electric		3,000	3,000	3,000	17
Cleaning		3,200	3,200	3,200	18
REPAIRS AND MAINTENANCE					
Buildings	500	1,000	1,500	2,000	19
Grounds	500	1,000	1,500	2,000	20
Supplies	100	150	200	250	21
TAXES					
Property taxes	516	12461	12461	12461	22
Federal/State income taxes	50	50	50	50	23
RESERVE FUND					
Driveway Sealing	728	1,862	2,515	3,099	24
Driveways Resurfacing	1,794	4,589	6,199	7,636	24
Roofing	6,975	16,313	22,613	28,238	25
Siding/Gutters/Trim	0	0	0	0	26
Painting/Staining	1,292	3,000	4,170	5,210	27
Entrance Signs	200	200	200	200	28
TOTAL	\$68,698	\$174,480	\$232,336	\$284,494	

Footnotes to Projected Budget

1. The Sponsor has made this estimate of operating income and expense. This estimate is based upon the first twelve-(12) months of operation of the Association commencing on or about January 1, 2022. This estimate is based on Phase I consisting of 31 units. The project will be constructed in four, but will not exceed a total of 124 units. The estimate cannot be construed as an assurance of final expenses, and it is based on information available at the time. This estimate is prepared as of January 1, 2022 which date is a reasonable projection of when the first closing is to occur. The projected completion for Phase 1 is approximately December 31, 2023.

Operating expenses are based upon the cost of operating the project with 31 Townhomes transferred to third party purchasers. Each Townhome transferred by the Sponsor is assessed 1/31st of the total costs of operations. For Phase One the estimated Common Charge is \$184.67 per month. To afford Townhome Owners an estimate of operating expenses for all phases improved as a townhome community, the Sponsor also has provided an estimate of operating expenses and reserves with 124 Townhomes transferred to third party purchasers. Each Townhome transferred by the Sponsor is assessed 1/124th of the total costs of operations. The highest Common Charge is \$204.79 per month in Phase Two, and thereafter decreases to \$191.19 per month in Phase Four.

2. The Sponsor has made this estimate of operating income and expense. This estimate is based upon the first twelve-(12) months of operation of the Association commencing on or about January 1, 2022. This estimate is based on Phase I and Phase II consisting of 71 units and a community center. The project will be constructed in four, but will not exceed a total of 124 units. The estimate cannot be construed as an assurance of final expenses, and it is based on information available at the time. This estimate is prepared as of January 1, 2022, which date is a reasonable projection of when the first closing is to occur. The projected completion for Phase 2 is approximately December 31, 2026.
3. The Sponsor has made this estimate of operating income and expense. This estimate is based upon the first twelve-(12) months of operation of the Association commencing on or about January 1, 2022. This estimate is based on Phase I, Phase II, and Phase III consisting of 99 units and a community center. The project will be constructed in four, but will not exceed a total of 124 units. The estimate cannot be construed as an assurance of final expenses, and it is based on information available at the time. This estimate is prepared as of January 1, 2022 which date is a reasonable projection of when the first closing is to occur. The projected completion for Phase 3 is approximately December 31, 2027.
4. The Sponsor has made this estimate of operating income and expense. This estimate is based upon the first twelve-(12) months of operation of the Association commencing on or about January 1, 2022. The project will be constructed in four, but will not exceed a total of

124 units. This estimate is provided to afford prospective purchasers with operating income and expense for the project upon completion of the 124 units. The estimate cannot be construed as an assurance of final expenses, and it is based on information available at the time. This estimate is prepared as of January 1, 2022, which date is a reasonable projection of when the first closing is to occur. The projected completion for Phase 4 is approximately December 31, 2028.

5. Routine legal expenses are for occasional advice and for the annual audit certification letter by retained Association counsel. It is assumed that any collection fees expensed for delinquent accounts will be passed on to the unit owner per the Declaration and therefore will be reimbursed to the Association. This estimate is provided by Woods Oviatt Gilman LLP, 1900 Bausch & Lomb Place, Rochester, New York 14604, 585-987-2800.
6. Audit fees for annual audit as projected by Jeffers and Bernie, C.P.A's (Scott Birnie), with an address of 331 N. Union Street, Spencerport, NY 14559. Fee includes the full audit, published audit statements to the Board of Directors, Owners, and preparation of all tax returns.
7. Office expenses include postage, copies, printing, payment cards or coupons, envelopes, supplies, long distance phone. This estimate is provided by the Woodbridge Group.
8. Insurance is based on an estimate by Scott Danahy Naylor LLC, with an address of 300 Spindrift Drive, Amherst, NY 14221
 - a.) The insurance quote of \$12,018 is for 31 units and includes the following coverage: \$6,565,00 Property Value, \$1,000,000 Liability, \$1,000,000 Umbrella and \$1,000,000 Directors & Officers.
 - b.) The insurance quote of \$27,980 is for 71 units plus a community center and includes the following coverage: \$15,339,350 Property Value, \$1,000,000 Liability, \$1,000,000 Umbrella and \$1,000,000 Directors & Officers.
 - c.) The insurance quote of \$38,910 is for 99 units plus a community center and includes the following coverage: \$21,319,500 Property Value, \$1,000,000 Liability, \$1,000,000 Umbrella and \$1,000,000 Directors & Officers.
 - d.) The insurance quote of \$48,655 is for 124 units plus a community center and includes the following coverage: \$26,649,500 Property Value, \$1,000,000 Liability, \$1,000,000 Umbrella and \$1,000,000 Directors & Officers.

The insurance policy provides that:

- a. Each homeowner is an additional insured party;
- b. There will be no cancellation without notice to the Board of Directors;
- c. A waiver of subrogation is included;
- d. A waiver of invalidity due to acts of the insured and homeowners;

- e. A waiver of pro-rata reduction if homeowners obtain additional coverage, and
- f. Liability insurance for acts within the common area is included.

Note: the lender is not procuring mortgage lending, and the owner is responsible for meeting lender insurance requirements.

The following items are not included in the budget and are available at additional cost:

- a. Rent insurance;
- b. Water damage;
- c. Excess liability;
- d. Auto liability, and
- c. Garage keeper's liability.

Homeowners are reminded to obtain additional insurance, at their own expense, to cover fire and casualty losses to contents of the home, and liability coverage for accidents occurring within the home.

9. Management fees are based on \$18.00 per unit, per month. This estimate is provided by Woodbridge Group, as Property Managers, P.O. Box 237, Pittsford, NY 14534, (271 Marsh Road, Ste 3, Pittsford, NY 14534). This includes all accounting services, including collection of monthly fees, paying all bills, Annual Budget preparation, attendance at monthly meetings, site inspections, fund management and periodic reserve fund studies, site supervision of contracted work, drafting maintenance bid specifications and bid procurement, delinquent account monitoring and collections, Annual Management Letter, Rules and Policies enforcement, provide professional advice guiding and reporting to a volunteer Board of Directors. (refer to the management contract)
10. The community center will have prime cable package on 2 TV, Basic Business Tier Internet, based on the Time Warner Cable quote \$173 per month x 12 months = \$2,076 per year based on \$30.00 per month x 12 months = \$389 per year.

The community center will have Fire, Security, and a Card Access System that will be monitored and inspected for \$37.80 per month x 12 = \$453.60 per year.

11. This is based on bids from Pin Oak Lawn and Snow with an address of 7 La Terra Way, Webster, NY 14580.
 - a. Services include weekly mowing of 31 units, bed maintenance, pruning & shaping, weekly clean up, spring and fall clean-up, \$13,485 including applicable tax.
 - b. Services include weekly mowing of 71 units and community center, bed maintenance, pruning & shaping, weekly clean up, spring and fall clean-up, \$30,885 including applicable tax.

- c. Services include weekly mowing of 99 units and community center, bed maintenance, pruning & shaping, weekly clean up, spring and fall clean-up, \$43,065 including applicable tax.
 - d. Services include weekly mowing of 124 units and community center, bed maintenance, pruning & shaping, weekly clean up, spring and fall clean-up, \$53,940 including applicable tax.
12. Snow removal seasonal contract for the driveways servicing the townhomes. This is based on seasonal bids from Property Care with an address of 106 West Main Street, Honeoye Falls, NY 14472. The estimate is for plowing at 3 inches of snowfall; with minimal salting or de-icing included, plus applicable tax. Snow plowing of Autumn Leaf Trail is not provided by the Association, but rather as a dedicated highway it will be plowed by the Village of Webster. This budget has been increased over the bid amount in preparation for salting and storms. Owners are responsible for their own sidewalks.
13. Budget for annual gutter cleaning. This should be completed late in the fall, after the leaves have come off the trees. Budget has been increased and includes possible Spring cleaning if late leaf drop and icing prevent a full fall clean up. Estimate based on Woodbridge Group, as Property Managers projections of \$25/unit/2 trips annually and occasional mid-season attention.
14. Refuse is quoted by Suburban Disposal Services, with an address of 22 Turner Drive, Spencerport, NY 14559. Service is quoted for weekly pick-up of refuse and the recycling blue box. The estimate includes a 96 gallon refuse toter with secure lid and recycling bin for each residence. There is an additional unit in the budget to service the community center.
15. Chemical applications for lawn fertilizer, lawn pest and weed control. Estimate provided by Davey Tree Expert Company, with an address of 88 Silver Street, Rochester, New York 14611
16. Water is provided to each townhome by individual metering by the Monroe County Water Authority, with an address of 475 Norris Drive, Rochester, New York 14610. Owners are directly billed a quarterly fee. The Association may occasionally water plants trees, and lawn areas around residences for maintenance purposes and does not deem the consumption significant to necessitate reimbursement. The community center usage is in the budget provided. The rate for water consumption from the Monroe County Water Authority is \$3.53 per 1000 gallons.
- Landscape sprinklers are not included in the development and are not provided by the Sponsor. The Association will not provide water for landscape sprinklers.
17. Electric is individually metered and provided by Rochester Gas and Electric Corp., with an address of 89 East Avenue, Rochester, New York 14649. Owners are directly billed

monthly. The Association will have lighting expenses for the community center. The community center will be on separate meters for gas and electric service. The current Rochester Gas and Electric gas rate is \$0.10149 per therm. The current Rochester Gas and Electric electric rate is \$0.047 per kwh plus a \$21.38 customer charge and \$0.93 bill issuance fee.

18. The community center cleaning schedule will be on a biweekly basis. This will require 30 trips per year x \$100 per trip = \$3,000 per year. Miscellaneous paper products are estimated at annual budget of \$200 per year.
19. Buildings maintenance is a category for routine repairs that is projected by Woodbridge Group, as Property Managers.
20. Grounds maintenance includes occasional driveway repairs; storm clean-up of tree debris, maintenance of the creek/swale areas, occasional plant replacement, and so on as based on the experience of Woodbridge Group.
21. Supplies are for materials not supplied by other contractors and used by day workers in completing outside maintenance and repairs. This estimate is provided by Woodbridge Group, as Property Managers
22. Estimates of School, State, Town, County taxes on the community center and vacant parcels of common areas of the Association noted on the site plans. Taxes will be assessed by the Village of Webster tax assessor. This information is based on the estimated assessed value together with current rates as provided by Bruckner, Tillett, Rossi, Cahill & Associates.

The estimated assessed value of the **HOA lands for Phase 1** is \$1,200/acre x 13.406 acres multiplied by the current equalization rate of 74% with the result calculated to be \$11,904, rounded to **\$11,900**. At the current 2020-2021 combined town, county, village, school and fire district tax rate of \$46.92/1,000, the estimated annual taxes would be approximately **\$558**.

The estimated assessed value of the **HOA lands & the community center improvements for future Phase 2** is \$1,200/acre x 7.328 acres + \$325,000 multiplied by the current equalization rate of 74% with the result calculated to be \$247,007, rounded to **\$247,000**. At the current 2020-2021 combined town, county, village, school and fire district tax rate of \$46.92/1,000, the estimated annual taxes would be approximately **\$11,589**.

For **Phase 3** the calculation follows the same as Phase 1. The calculation for the assessment is \$1,200/acre x 3.512 acres x 74% equals \$3,118 round to **\$3,100**. The taxes would be **\$145**.

For **Phase 4** the calculation follows the same as Phase 3. The calculation for the assessment is $\$1,200/\text{acre} \times 3.970 \text{ acres} \times 74\%$ equals $\$3,525$ round to **\\$3,500**. The taxes would be **\\$164**.

23. Estimates of NYS Income tax to be paid by a not-for-profit corporation.
24. Driveways are private. Useful life expectancy is 20 years. In Phase I, topcoat of drive 31,200 sq. ft. x $\$1.15$ per sq. ft. is $\$35,880/20 \text{ years} = \$1,794$ per year allocation to resurface in the future. Sealing maintenance is projected to occur more frequently at 3-year intervals. 31,200 sq. ft. at .07 cents per sq. foot for quality sealer is $\$2,184/3 \text{ years} = \728 per year allocation.

In Phase II, topcoat of drive 79,800 sq. ft. x $\$1.15$ per sq. ft. is $\$91,770/20 \text{ years} = \$4,589$ per year allocation to resurface in the future. Sealing maintenance is projected to occur more frequently at 3-year intervals. 79,800 sq. ft. at .07 cents per sq. foot for quality sealer is $\$5,586/3 \text{ years} = \$1,862$ per year allocation.

In Phase III, topcoat of drive 107,800 sq. ft. x $\$1.15$ per sq. ft. is $\$123,970/20 \text{ years} = \$6,199$ per year allocation to resurface in the future. Sealing maintenance is projected to occur more frequently at 3-year intervals. 107,800 sq. ft. at .07 cents per sq. foot for quality sealer is $\$7,546/3 \text{ years} = \$2,515$ per year allocation.

With the project fully completed with 124 units, topcoat of drive 132,800 sq. ft. x $\$1.15$ per sq. ft. is $\$152,270/20 \text{ years} = \$7,636$ per year allocation to resurface in the future. Sealing maintenance is projected to occur more frequently at 3-year intervals. 132,800 sq. ft. at .07 cents per sq. foot for quality sealer is $\$9,296/3 \text{ years} = \$3,099$ per year allocation. The main road is maintained by the Village of Webster and will be dedicated. This estimate is provided by the Woodbridge Group, as Property Managers.

The above reserves will be collected and placed in the appropriate reserve account for each Townhome and the Community Club House upon completion of the improvement. Accordingly, replacement and or maintenance will be done on a rolling schedule based upon the date the improvement was placed in service.

The maintenance assessments on Townhomes owned by the Sponsor shall be in an amount equal to the difference between the actual Association expenses, including reserves applicable to completed improvements as provided for in the Associations budget, and the Association charges levied on Owners who have closed title to their Townhomes.

25. Roofing materials have a projected life of 30 years. Replacement estimates are based on approximately 30 square of roofing per townhome and 45 square for the community center.

In Phase I with 31 units, for a total of 930 squares, or equivalent of 93,000 sq. feet of material x $\$2.25$ per sq. ft. of roof or $\$209,250/30 \text{ years} = \$6,975$ per year allocation for future re-roofing.

In Phase II with 71 units plus the community center, for a total of 2175 squares, or equivalent of 217,500 sq. feet of material x $\$2.25$ per sq. ft. of roof or $\$489,375/30 \text{ years} = \$16,313$ per year allocation for future re-roofing.

In Phase III with 99 units plus the community center, for a total of 3015 squares, or equivalent of 301,500 sq. feet of material x \$2.25 per sq. ft. of roof or \$678,375/30 years = \$22,613 per year allocation for future re-roofing.

With the project fully completed with 124 units, or a total of 3,765 squares, or equivalent of 376,500 sq. feet of material x \$2.25 per sq. ft. for a layover roof or \$847,125/30 years = \$28,238 per year allocation for future re-roofing. This estimate is provided by the Woodbridge Group, as Property Managers.

The above reserves will be collected and placed in the appropriate reserve account for each Townhome and the Community Club House upon completion of the improvement. Accordingly, replacement and or maintenance will be done on a rolling schedule based upon the date the improvement was placed in service.

The maintenance assessments on Townhomes owned by the Sponsor shall be in an amount equal to the difference between the actual Association expenses, including reserves applicable to completed improvements as provided for in the Associations budget, and the Association charges levied on Owners who have closed title to their Townhomes.

26. The useful life of vinyl siding, stone fascia accents, aluminum gutters, aluminum and vinyl trim/fascia is 50 years and no projections are anticipated at this time for replacement. Routine maintenance is covered in the operations portion of the budget. Notwithstanding the above, in coming years common charges may be increased to cover these items.
27. Painting trim materials not wrapped in aluminum, front doors. Projected costs for Phase I with 31 units, based on current bids is \$250.00 per unit x 31 units = \$7,750 / 6 years = \$1,292 per year. Projected costs for Phase II with 71 units, based on current bids is \$250.00 per unit x 71 units plus 1 community center = \$18,000 / 6 years = \$3,000 per year. Projected costs for Phase III with 99 units, based on current bids is \$250.00 per unit x 99 units plus 1 community center = \$25,000 / 6 years = \$4,170 per year. Projected costs for the project fully completed with 124 units plus 1 community center, based on current bids is \$250.00 per unit x 124 units = \$31,250 / 6 years = \$5,210 per year. This estimate is provided by Woodbridge Group, as Property Managers.

The above reserves will be collected and placed in the appropriate reserve account for each Townhome and the Community Club House upon completion of the improvement. Accordingly, replacement and or maintenance will be done on a rolling schedule based upon the date the improvement was placed in service.

The maintenance assessments on Townhomes owned by the Sponsor shall be in an amount equal to the difference between the actual Association expenses, including reserves applicable to completed improvements as provided for in the Associations budget, and the Association charges levied on Owners who have closed title to their Townhomes.

28. Entrance signage is a masonry sign requiring minimal maintenance. Sign replacement/cleaning/maintenance is budgeted over 30 years. Current sign cost estimate for two monument signs is \$6000/30 = \$200/yr. This estimate is provided by Woodbridge Group, as Property Managers.

INTERIM LEASES

An Owner may lease any Townhome upon terms and conditions they feel appropriate. The Sponsor will not be leasing Townhomes to purchasers prior to closing title to their townhome since Townhomes will be built as contracts are obtained. The Sponsor does not intend to enter into "interim leases" or to enter into leases with options to purchase. However, Sponsor will construct model Townhomes and complete Townhome buildings and it is possible that a Townhome will be leased prior to sale to an Owner occupant. Prior to Sponsor leasing a Townhome to a purchaser under a purchase agreement, Sponsor will amend the offering plan to disclose such lease and provide a sample interim lease. The Sponsor agrees that any sale of a townhome unit will be made free of any rights of prior tenants, and that the prior lease of the unit will be terminated in accordance with its terms prior to the transfer of title.

If Sponsor leases a Townhome to a purchaser under a purchase agreement, the lease and purchase agreement will provide that an uncured default under the purchase agreement is a default under the lease, and an uncured default under the lease is a default under the purchase agreement. Before the Sponsor may utilize the default under the lease to declare a default under the purchase agreement, the Sponsor shall first obtain either an order of eviction or other judgment or order from a court of competent jurisdiction against the tenant, unless the tenant has vacated the Townhome. The lease and purchase agreement will provide that tenant has to vacate the Townhome within seven days after default under the purchase agreement or recession of the purchase agreement by tenant.

PROCEDURE TO PURCHASE AND TRUST FUND PROVISIONS

The form of the Purchase Agreement for Townhomes is set forth in Part II of this Plan. An executed Purchase Agreement and good faith deposit check, made payable to Greenbriar Crossing Escrow Account shall be delivered to the Sponsor for consideration.

The Escrow Agent:

The law firm of Woods Oviatt Gilman LLP, as attorneys, with an address at 1900 Bausch & Lomb Place, Rochester, New York 14604, telephone number 585-987-2800, shall serve as escrow agent ("Escrow Agent") for Sponsor and Purchaser. Escrow Agent has designated the following attorneys to serve as signatories: Louis M. D'Amato and Kelley Ross Brown. All designated signatories are admitted to practice law in the State of New York. Neither the Escrow Agent nor any authorized signatories on the account are the Sponsor, Selling Agent, Managing Agent, or any principal thereof, or have any beneficial interest in any of the foregoing.

The Escrow Account:

The Escrow Agent has established the escrow account at M&T Bank, located at First Federal Plaza Office, Rochester, New York ("Bank"), a bank authorized to do business in the State of New York. The escrow account is entitled Greenbriar Crossing Escrow Account ("Escrow Account"). The Escrow Account is federally insured by the FDIC at the maximum amount of \$250,000. Any deposits in excess of \$250,000 will not be insured.

All Deposits received from Purchaser shall be in the form of checks, money orders, wire transfers, or other instruments, and shall be made payable to or endorsed by the Purchaser to the order of Greenbriar Crossing Escrow Account.

Any Deposits made for upgrades, extras, or custom work shall be initially deposited into the Escrow Account, and released in accordance to the terms of the Purchase Agreement/Escrow Agreement.

The account will be an Interest On Lawyer's Account ("IOLA") pursuant to Judiciary Law Section 497. Interest earned will not be the property of the Purchaser, Sponsor or Escrow Agent, but rather will be paid to the New York State IOLA Fund. No fees of any kind may be deducted from the Escrow Account, and the Sponsor shall bear all costs associated with the maintenance of the Escrow Account.

The Purchase Agreement:

The Purchase Agreement is set forth in Part II of this Offering Plan. The escrow provisions are included in Paragraph 4 of the Purchase Agreement, which must be executed by the Escrow Agent.

Notification to Purchaser:

Within five (5) business days after the Purchase Agreement has been tendered to Escrow Agent along with the Deposit, the Escrow Agent shall sign the Purchase Agreement and place the Deposit into the Escrow Account. Within ten (10) business days of placing the deposit in the Escrow Account, Escrow Agent shall provide written notice to Purchaser and Sponsor, confirming the Deposit. The notice shall provide the account number and the initial interest rate to be earned on the Deposit. Any Deposits made for upgrades, extras, or custom work shall be initially deposited into the Escrow Account, and released in accordance to the terms of the Purchase Agreement.

The Escrow Agent is obligated to send notice to the Purchaser once the Deposit is placed in the Escrow Account. If the Purchaser does not receive notice of such deposit within fifteen (15) business days after tender of the Deposit, he or she may cancel the Purchase Agreement within fifteen (15) days after tender of the Purchase Agreement and Deposit to Escrow Agent. Complaints concerning the failure to honor such cancellation requests may be referred to the New York State Department of Law, Real Estate Finance Bureau, 28 Liberty Street, New York, New York 10005. Rescission shall not be afforded where proof satisfactory to the Attorney General is submitted establishing that the Deposit was timely placed in the Escrow Account in accordance with the New York State Department of Law's regulations concerning Deposits and requisite notice was timely mailed to the Purchaser.

Release of Funds:

All Deposits, except for advances made for upgrades, extras, or custom work received in connection with the Purchase Agreement, are and shall continue to be the Purchaser's money, and may not be comingled with any other money or pledged or hypothecated by Sponsor, as per GBL § 352-h.

Under no circumstances shall Sponsor seek or accept release of the Deposit of a defaulting Purchaser until after consummation of the Plan, as evidenced by the acceptance of a post-closing amendment by the New York State Department of Law. Consummation of the Plan does not relieve the Sponsor of its obligations pursuant to GBL §§ 352-e(2-b) and 352-h.

The Escrow Agent shall release the Deposit if so directed:

- (a) pursuant to the terms and conditions set forth in the Purchase Agreement and/or upon closing of title to the townhome; or
- (b) in a subsequent writing signed by both Sponsor and Purchaser; or
- (c) by a final, non-appealable, order or judgment of a court.

If the Escrow Agent is not directed to release the Deposit pursuant to paragraphs (a) through (c) above, and the Escrow Agent receives a request by either party to release the Deposit, then the Escrow Agent must give both the Purchaser and Sponsor prior written notice of not fewer than thirty (30) days before releasing the Deposit. If the Escrow Agent has not received notice of objection to the release of the Deposit prior to the expiration of the thirty (30)

day period, the Deposit shall be released and the Escrow Agent shall provide further written notice to both parties informing them of said release. If the Escrow Agent receives a written notice from either party objecting to the release of the Deposit within said thirty (30) day period, the Escrow Agent shall continue to hold the Deposit until otherwise directed pursuant to paragraphs (a) through (c) above. Notwithstanding the foregoing, the Escrow Agent shall have the right at any time to deposit the Deposit contained in the Escrow Account with the clerk of the county where the townhome is located and shall give written notice to both parties of such deposit.

The Sponsor shall not object to the release of the Deposit to:

(a) the Purchaser who timely rescinds in accordance with an offer of rescission contained in the Plan or an Amendment to the Plan; or

(b) all Purchasers after an Amendment abandoning the Plan is accepted for filing by the Department of Law.

The Department of Law may perform random reviews and audits of any records involving the Escrow Account to determine compliance with all applicable statutes and regulations.

Waiver Void:

Any provision in the Purchase Agreement or separate agreement, whether oral or in writing, by which a Purchaser purports to waive or indemnify any obligation of the Escrow Agent holding any Deposit in trust is absolutely void. The provisions of the Attorney General's regulations and GBL §§ 352-e(2-b) and 352-h concerning escrow trust funds shall prevail over any conflicting or inconsistent provisions in the Purchase Agreement, Plan, or any amendment thereto. Nothing contained herein shall diminish or impair the Sponsor's statutory obligation to each purchaser pursuant to General Business Law Section 352-h to hold in trust all deposits, advances or payments made in connection with the offer until consummation of the transaction with such purchaser. Consummation of the plan does not relieve the Sponsor of its obligations pursuant to General Business Law Section 352-h. Funds from the escrow account remain the property of the purchaser until employed in connection with the consummation of the transaction. Such funds shall not be part of the estate of the Sponsor or the escrow agent upon any bankruptcy, incapacity or death.

In addition to the above requirements of the Attorney General, this Offering Plan and the Purchase Agreement must comply with Section 71-a(3) of the New York State Lien Law and any other applicable provisions of law. Under Section 71-a(3) of the New York State Lien Law YOU, AS THE PURCHASER OF THIS RESIDENCE, MAY REQUIRE THE RECIPIENT OR CONTRACTOR TO DEPOSIT THE INITIAL ADVANCE MADE BY YOU IN AN ESCROW ACCOUNT. IN LIEU OF SUCH DEPOSIT, THE RECIPIENT OR CONTRACTOR MAY POST A BOND OR CONTRACT OF INDEMNITY WITH YOU GUARANTEEING THE RETURN OF SUCH ADVANCE. Before the use of any surety bond or letter of credit in lieu of the above escrow provisions, the Sponsor must first apply to the Attorney General and disclose the terms of such alternate security in an amendment to this Offering Plan.

Purchasers shall be afforded not less than three (3) business days to review the Offering Plan and all filed amendments prior to executing a purchase agreement. By executing a purchase agreement, purchase represents that he has had not less than three (3) business days to review the documentation. This representation may not be removed from the purchase agreement.

A purchaser may purchase his home with mortgage financing, but the obligations and conditions of the commitment are the responsibility of the purchaser, and are not contingencies of the contract between the Sponsor and purchaser. Additionally, the purchaser is responsible to obtain a commitment which expires on or after the closing date set forth in the Purchase Agreement with the Sponsor. If the commitment expires before closing, it is the purchaser's obligation to have the commitment extended. The obligations of a purchaser under a Purchase Agreement are not conditioned on obtaining financing. Any prospective purchaser who executes a Purchase Agreement and does not obtain financing may lose his or her deposit if he or she is unable to otherwise raise the monies for the balance of the purchase price. Prospective

purchasers who require financing are advised to consult with a lending institution before execution of a Purchase Agreement. No representation is made by the Sponsor as to the availability or cost of such financing.

The Sponsor shall make a written demand for payment after default at least 30 days before forfeiture of the deposit may be declared.

The Purchase Agreement provides that the Sponsor will accept the offer to purchase within ten days following submission by the purchaser. If the Sponsor does not accept the purchase offer within the time period specified by the purchaser, then no contract is formed and the purchaser's deposit will be returned.

The Purchase Agreement does not contain any clause making the agreement subject to "time of the essence" concepts. An agreement containing time of the essence language provides that the performance of obligations by the seller and buyer is materially important, and are to be performed by a date certain, and failure to do so is an automatic default under the agreement. The Purchase Agreement does not contain such time of the essence language.

Purchase Agreements are not assignable without the prior written consent of the Sponsor. If consent is given, it may be conditioned upon the original purchaser remaining fully responsible to perform the financial obligations of the purchaser under the Purchase Agreement.

If Purchaser fails to fulfill Purchaser's duties and obligations according to the terms of the Purchase Agreement, all deposits made by the Purchaser may be retained by the Sponsor. In addition to which the Purchaser shall pay Sponsor the full cost of all extras, upgrades and change orders that were commenced or ordered prior to the date of closing. Retention of any deposit shall not limit Sponsor from commencing an action for damages or seeking any other remedies allowed in law or in equity. See Section 13 of the Purchase Agreement at page 41.

The Sponsor anticipates the first Lot closing to occur on or about January 1, 2022. If a date set for closing is delayed 12 months or longer, the purchaser shall be offered rescission in accordance with the requirements of the Attorney General.

Prior to transfer of title, the Sponsor retains the risk of loss from fire or other casualty, unless and until the purchaser takes actual possession of the home pursuant to a possession agreement with the Sponsor. Purchasers should obtain insurance coverage for personal property prior to taking possession of the home to protect themselves from loss due to fire or other casualty. In the event of a loss prior to purchaser taking possession, the Sponsor will (i) notify purchaser within 30 days whether or not Sponsor will repair and restore the home, (ii) the home will be restored as promptly as possible and to substantially the same condition prior to the casualty. If the Sponsor elects not to repair and restore the home, then the Purchase Agreement will be canceled and all deposits will be promptly refunded to the Purchaser.

If a conflict between the Offering Plan and the Purchase Agreement exists, the Offering Plan shall control. The Purchase Agreement may not waive any purchaser's rights or abrogate Sponsor's obligations under Article 23-A of the New York General Business Law.

Pursuant to the Housing Merchant Implied Warranty statute of the State of New York, the Sponsor is offering an express Limited Warranty in connection with the sale of Townhomes in Greenbriar Crossing. The Limited Warranty is in the amount of \$100,000.00 and is extended to the first owner of the home. The Limited Warranty provides for Basic Coverage of one (1) year that the home will be free from latent defects that constitute defective workmanship performed by the builder, an agent of the builder or subcontractor of the builder; defective materials provided by the builder, an agent of the builder or subcontractor of the builder, or defective design, provided by an architect, landscape architect, engineer, surveyor or other design professional engaged solely by the builder. Workmanship, materials and design will be considered defective if they fail to meet the New York State Uniform Fire Prevention and Building Code or the Accepted Standards attached to the Limited Warranty. In addition to the above, the Limited Warranty provides for a two (2) year Major System Coverage of the plumbing, electrical, heating, cooling and ventilation systems of the home which have been installed by the builder. Finally, the Limited Warranty includes a six (6) year Major Structural Defect Coverage warranting that the home is

free from a latent defect resulting in actual physical damage to a load bearing portion of the home making the home unsafe, unsanitary or otherwise unlivable. Load bearing portions of the home are the foundation and footings, beams, girders, lintels, columns, walls and partitions, floor systems and roof framing systems. The complete terms and conditions of the Limited Warranty are set forth on page 56 of the Offering Plan. A copy of the statute governing the Limited Warranty is set forth at page 154 of the Offering Plan. Notwithstanding the above, per General Business Law Section 777-b(4)(e)(i), the Sponsor's is obligated to construct the homes in accordance with all applicable codes, filed plans and specifications and local accepted building practices for items which are not covered by codes.

TERMS OF SALE TO THE ASSOCIATION

The deed conveying the Common Area to the Association will be a full warranty deed with lien covenant. A copy of the deed is an exhibit to Part II of the Offering Plan submitted to the Attorney General. At the time of its conveyance to the Association, the Common Area will be free and clear of all liens, encumbrances and title exceptions other than those described in the plan and the proposed Association deed, and subject to (i) the Declaration establishing the Association, (ii) easements and rights of way granted to governmental authorities for drainage, sewers, and other municipal purposes (including but not limited to the easements shown on the plans and maps of the development), (iii) public utility easements for water, gas, electric, telephone, and cable services.

Prior to the transfer of title to any Lot, the Sponsor will file the Declaration, and the deed conveying the Common Area to the Association, in the Monroe County Clerk's Office.

The Sponsor is obligated to repair damage to the Common Area which occurs prior to transfer of title. The Sponsor will make periodic checks of the property conveyed to the Association and correct any defect in construction due to improper workmanship or material substantially at variance with this Offering Plan, provided the Sponsor is notified of or otherwise becomes aware of any such defect within one (1) year from the date of completion of such construction or 12 months from the date of transfer of title to the first Lot, whichever is later. The quality of construction shall be comparable to local standards customary in the particular trade and in accordance with the plans and specifications. In no event shall the Sponsor be responsible for the partial or total death of any trees, shrubs, bushes or other landscape improvements. The Association shall be responsible to remove any landscape improvement which ceases to be a healthy species for any reason whatsoever.

A closing will take place only upon issuance of a temporary or permanent certificate of occupancy for the Townhome closed.

RIGHTS AND OBLIGATIONS OF THE SPONSOR

The following are obligations of the Sponsor with respect to this offering of interest in the Association:

1. **Defend and Indemnify.** The Sponsor shall defend any suits or proceedings arising out of Sponsor's acts or omissions, and will indemnify the Association and Lot Owners.
2. **Survival after Closing.** All representations under this Offering Plan, all obligations pursuant to the General Business Law, and such additional obligations under the Offering Plan which are to be performed subsequent to the closing date will survive delivery of the deed.
3. **Disclaimers Void.** Disclaimer or limitations of liability on the part of the Sponsor or its principles for failure to perform obligations set forth in the Offering Plan are not permitted.
4. **Financing.** The Sponsor has obtained adequate financing for the construction of the Association property. The Sponsor's lender is Five Star Bank, 55 North Main Street, Warsaw, New York. The Sponsor has not obtained any

bonds securing its obligations under this Offering Plan. The financing does not require Sponsor to construct a minimum number of homes. The financing will be advanced as binding contracts for homes are obtained from purchasers.

5. Complete Construction of Common Areas and Facilities. The Sponsor will complete construction of the Common Areas and facilities in accordance with the building plans and specifications as set forth in this Offering Plan and any amendments hereto. The Sponsor may substitute equipment or material of equal or greater value. The Sponsor will pay for the authorized and proper work involved in the construction, establishment and transfer of all Association property that the Sponsor is obligated to complete under this Offering Plan. The Sponsor agrees to cause all mechanics' liens with respect to Association property to be promptly discharged or bonded.

The Sponsor will complete construction of the Common Areas and other facilities that are vital to the health and safety of the Lot Owners prior to the conveyance of the Lot, subject to the terms of this Offering Plan, including the public utilities and Autumn Leaf Trail, servicing such Lot. If the Village of Webster permits occupancy, and if the incomplete items are not vital to the health and safety of the Lot Owners, such as final pavement of driveways and landscaped areas, then closing may occur. The Sponsor anticipates that construction will be completed by December 2025.

The Sponsor may transfer title to the first Townhome upon its completion. The Sponsor does not need to sell a minimum number of Townhomes before the first transfer may occur. The Sponsor is not obligated to construct a minimum number of Townhomes in Phase One. The projected completion date of Phase One is December 31, 2023. The community club house and related landscaping is projected to be completed by December 31, 2026. The other landscaping around Townhomes will be completed as construction is completed, weather permitting. The Sponsor intends to improve Greenbriar Crossing in Four Phases. The maximum number of Townhomes in Phase One is 31 Townhomes. In Phase Two, the maximum number of Townhomes is 40. In Phase Three, the maximum number of Townhomes is 28. In Phase Four, the maximum number of Townhomes is 25. The maximum number of Townhomes in all Phases will be 124. Construction of Phase One commenced in the Spring of 2021 and, subject to demand and weather conditions, construction of Phase One is anticipated to be completed by December 31, 2023. Construction of Phase Two, subject to demand and weather conditions, is anticipated to be completed by December 31, 2026. Construction of Phase Three, subject to demand and weather conditions, is anticipated to be completed by December 31, 2027. Construction of Phase Four, subject to demand and weather conditions, is anticipated to be completed by December 31, 2028.

6. Pay Assessments. The Sponsor will pay assessments for unsold Townhomes owned by the Sponsor in accordance with the Declaration. The maintenance assessments on Townhomes owned by the Sponsor shall be in an amount equal to the difference between the actual Association expenses, including reserves applicable to completed improvements as provided for in the Associations budget, and the Association charges levied on Owners who have closed title to their Townhomes. For those Townhomes owned by the Sponsor upon which a home has been completed, the Sponsor shall pay for reserves from and after the issuance of Certificate of Occupancy. In no event, however, will the Sponsor be required to make a deficiency contribution in an amount greater than it would otherwise be liable for if it were paying assessments on each unsold Lot. See Article V of the Declaration set forth in Part II of this Plan. The Sponsor has the financial means to meet its obligations with respect for unsold Townhomes. Income from Lot sales and ongoing operations will fund this obligation. In adopting any revised schedule of Operating Expenses, Sponsor shall provide backup budget quotations from arms-length third party providers for any item greater than the amount set forth in the Estimate of Operating Expenses set forth on page 11 of this Plan. See Article V of the Declaration set forth in Part II of this Plan.

7. Conveyance of Common Areas and Title Insurance. Prior to the transfer of title to any Lot, the Sponsor will file the Declaration and will convey the Association property to the Association in a particular phase or section prior to closing title to the first home or lot in that phase or section. The Association property will be released from the provisions of any land or construction loan mortgages prior to closing title to the first home or lot. The Sponsor will file the Declaration and convey, by warranty deed, the Association Property to the Association and furnish the Association with a policy of title insurance covering such property from a title company authorized to do business in New York. The policy covering the Common Areas shall be in the amount of the offering set forth on the cover page of this Offering Plan. Such policy will be furnished at Sponsor's sole cost and expense, and shall evidence marketable title. The lien of any construction loan mortgage will be released from the Common Areas prior to the transfer of title to the Association.

The Common Area is to be improved by the community club house, driveways, pond, entrance monument, and landscaping. Prior to transfer to the Association, the Sponsor will assign to the Board of Directors of the Association any manufacturer's warranties with respect to such improvements.

8. File Subdivision Map. The Sponsor will file a subdivision map in the office of the Monroe County Clerk and the Town prior to the conveyance of the first Lot in Phase One of Greenbriar Crossing, and prior to the conveyance of the first Lot in each subsequent Phase of Greenbriar Crossing, which maps shall show the Townhomes upon which the dwellings are or will be located. The Sponsor will file the declaration and will convey Association property to the Association in a particular phase or section prior to closing title to the first home or lot in that phase or section. The Association property will be released from the provisions of any land or construction loan mortgages prior to closing title to the first home or lot in that phase or section. The Sponsor will complete construction of all streets serving a Lot to be conveyed (except for the finish top course) and utilities serving a home or the building in which the home is located and any other facilities that are vital to the health and safety of the owners prior to closing title to the home. If the municipality permits occupancy, closing may occur if such facilities are not vital to the health and safety of the owners.

9. Plans. The Sponsor will provide the Board of Directors and the Village of Webster with a set of "as built" plans, and certify construction is in substantial compliance with the plans and specifications set forth herein. If the certification cannot be made, the offering plan will be amended and rescission offered to the Purchasers.

10. Right of Access. The Sponsor shall have the right of access in accordance with the Declaration to complete construction of the project. The Sponsor will repair and restore the area as required. The Sponsor does not anticipate any interference with a Lot Owner's use and enjoyment of the area, except on a temporary basis.

11. Hold Down Payments and Deposits in Escrow. The Sponsor will hold all down payments and deposits in escrow to assure the return of down payments and deposits if the Sponsor defaults in its obligations under the Purchase Agreement.

12. Insurance. The Sponsor while in control of the Board of Directors shall procure agreed replacement cost fire and casualty insurance for the Townhomes, and liability insurance, for the Association property, as set forth in Schedule A of this Offering Plan. The above mentioned agreed replacement cost fire and casualty insurance for the Townhomes will avoid co-insurance.

13. Dissolution or Liquidation. In the event of the dissolution or liquidation of the Sponsor, or the transfer of three (3) or more Townhomes to a purchaser who does not occupy such Townhomes, the principals of the Sponsor will provide reasonably, financially responsible entities or individuals who will assume the status and all of the obligations of the Sponsor for those Townhomes under the Offering Plan, applicable laws or regulations. If the original Sponsor is dissolved or liquidated, the principals of the Sponsor will guaranty the obligations of the successor sponsor.

14. Amendments. As long as the Sponsor has unsold Townhomes which are offered for sale pursuant to the Offering Plan, the Sponsor shall amend the Plan whenever the budget materially changes or whenever one year has passed since the budget was last updated. The prior year's certified financial statements for the Association shall be included in the amendment and submitted within three months of the end of the latest fiscal year of operation of the Association.

15. Mortgage Liens. Any mortgage liens which remain on the property after closing of the first Lot shall be subordinate to the lien of the Declaration.

16. Common Area Completion. The Sponsor will file an amendment to this Offering Plan including a certification by an engineer or architect, licensed by the State of New York, stating that the road has been completed in accordance with specifications of the Village of Webster for a dedicated right-of-way, and that the storm and sanitary sewers and water laterals have been completed in accordance with specifications of the Village of Webster, and indicating the date of completion. If the construction of the right-of-way and/or sewers and/or waterlines or anyone of them has not been

completed prior to the conveyance of the Common Area to the Association, the Sponsor shall post a bond or escrow funds or provide other adequate security in an amount to be determined by a licensed engineer, which amount shall not be less than the amount required to complete such construction to the required specifications. The bond and escrow requirement set forth above will be satisfied by the existing Letter of Credit held by the Village of Webster to complete such incomplete work.

17. Limited Warranty. Pursuant to the Housing Merchant Implied Warranty statute of the State of New York, the Sponsor is offering an express Limited Warranty in connection with the sale of Townhomes in Greenbriar Crossing. The Limited Warranty is in the amount of \$100,000.00 and is extended to the first owner of the home. The Limited Warranty provides for Basic Coverage of one (1) year that the home will be free from latent defects that constitute defective workmanship performed by the builder, an agent of the builder or subcontractor of the builder; defective materials provided by the builder, an agent of the builder or subcontractor of the builder, or defective design, provided by an architect, landscape architect, engineer, surveyor or other design professional engaged solely by the builder. Workmanship, materials and design will be considered defective if they fail to meet the New York State Uniform Fire Prevention and Building Code or the Accepted Standards attached to the Limited Warranty. In addition to the above, the Limited Warranty provides for a two (2) year Major System Coverage of the plumbing, electrical, heating, cooling and ventilation systems of the home which have been installed by the builder. Finally, the Limited Warranty includes a six (6) year Major Structural Defect Coverage warranting that the home is free from a latent defect resulting in actual physical damage to a load bearing portion of the home making the home unsafe, unsanitary or otherwise unlivable. Load bearing portions of the home are the foundation and footings, beams, girders, lintels, columns, walls and partitions, floor systems and roof framing systems. The complete terms and conditions of the Limited Warranty are set forth on page 56 of the Offering Plan. A copy of the statute governing the Limited Warranty is set forth at page 154 of the Offering Plan. Notwithstanding the above, per General Business Law Section 777-b(4)(e)(i), the Sponsor's is obligated to construct the homes in accordance with all applicable codes, filed plans and specifications and local accepted building practices for items which are not covered by codes.

NO BOND OR OTHER SECURITY HAS BEEN POSTED BY THE SPONSOR TO SECURE THE PERFORMANCE OF ITS OBLIGATIONS AS ABOVE SET FORTH, EXCEPT AS SET FORTH IN SPECIAL RISK #2 AT PAGE 1. ACCORDINGLY, THE SPONSOR'S ABILITY TO MEET SUCH OBLIGATIONS COULD DEPEND ON ITS FINANCIAL CONDITION AT THE TIME IT IS CALLED UPON TO PERFORM.

CONTROL BY SPONSOR

As defined in the Declaration, the Sponsor and all Lot Owners shall automatically be deemed to have become Members of the Association (see Section 3.02 of the Declaration set forth in Part II of this Plan). There shall be two (2) classes of Membership. All Owners, with the exception of the Sponsor, shall be Class A Members. The Sponsor shall be a Class B Member. Until all Lots owned by Sponsor, including any and all additional lots which may be brought within the scheme of the Declaration pursuant to Sponsor's right under Article II of the Declaration, are transferred, or until 15 years following the recording of the Declaration, whichever shall first occur, the Class B Membership shall be the only Class of Membership entitled to vote. Thereafter, the Sponsor's Class B Membership shall be converted into a Class A Membership, and all Members shall vote equally, i.e., one (1) Member one (1) vote. See the section entitled Greenbriar Crossing Association, Inc., Membership and Voting Rights. At the first annual meeting following the conversion of Sponsor's Class B Membership to a Class A Membership, the Members shall elect a new Board of Directors unrelated to the Sponsor.

During Sponsor control, the Sponsor will not exercise veto power over the expenses in Schedule A, or over expenses required to (1) comply with applicable law or regulation; (2) to remedy and notice of violation; or (3) to remedy any work order issued by an insurer; or (4) ensure the health and safety of the occupants of the building, provided such maintenance action is otherwise the obligation of the Association.

Sponsor may exercise veto power over expenses other than those described above, as set forth in the Declaration, for a period ending not more than five years after the closing of the first Townhome or whenever the unsold Townhomes constitute less than 25 percent of the unsold Townhomes, whichever is sooner.

While the Sponsor is in control of the Board of Directors, no mortgage liens will be placed on the Association property without the consent of at least 51% of the home or lot owners, excluding the Sponsor or Sponsor's nominees.

While the Sponsor is in control, annual certified financial statements will be provided to Members.

GREENBRIAR CROSSING ASSOCIATION, INC.

Greenbriar Crossing Association, Inc. was formed on March 2, 2021 when its Certificate of Incorporation was filed under the Not-for-Profit Corporation Law of the State of New York. The Association is a Type "A" corporation under the aforementioned law. The Certificate of Incorporation is set forth in Part II of this Plan. The Association was formed to own, maintain and administer the Common Area and development for the benefit of its members. The Declaration of Protective Covenants, Conditions, Restrictions, Easements, Charges and Liens (hereinafter referred to as the Declaration), which is set forth in Part II of this Plan, provides the framework and procedures by which the Association, upon conveyance of common properties to it by the Sponsor, will maintain and administer the lands and the facilities comprising the Association property. The By-Laws which shall govern the operation of the Association are set forth in Part II of this Plan.

The Common Area, owned and maintained by the Association, will include the following improvements:

1. Community club house;
2. Drainage ponds and swales;
3. Driveways serving the individual townhomes;
4. Entrance monument;
5. Open space and landscaped areas.

Membership in the Association is mandatory for all Townhome Owners. Membership is conferred upon an individual taking title and ownership of a Townhome. Membership in the Association will cease upon an Owner conveying his Townhome to another purchaser.

The Sponsor intends to improve Greenbriar Crossing in Four Phases. The maximum number of Townhomes in Phase One is 31 Townhomes. In Phase Two, the maximum number of Townhomes is 40. In Phase Three, the maximum number of Townhomes is 28. In Phase Four, the maximum number of Townhomes is 25. The maximum number of Townhomes in all Phases will be 124.

All mortgage liens on Greenbriar Crossing Subdivision, of which the Association forms a part, will be subordinate to the lien of the Declaration. The Common Area will be conveyed to the Association free of the lien of any land or construction mortgage. The individual Townhome will be conveyed to purchasers free of the lien of any land or construction mortgage.

All provisions of the Declaration and Bylaws are applicable to any mortgagee taking title to a home by foreclosure or a deed in lieu of foreclosure.

Summary of the Declaration.

Prior to the closing of title to any Lot in Greenbriar Crossing, the Sponsor will file a Declaration of Protective Covenants, Conditions, Restrictions, Easements, Charges and Liens (hereinafter referred to as the "Declaration") in the Office of the Monroe County Clerk. The Declaration is set forth in Part II of this Plan.

The Declaration provides that its provisions shall run with the land and shall be enforceable by the Sponsor, the Association and the Owner of any Lot. With respect to the legal enforceability of the provisions of the Declaration, see the opinion of Sponsor's counsel, Woods Oviatt Gilman LLP. By accepting a deed, lease or other instrument conveying any

interest in a Lot, the grantee, lessee, or other person accepting such interest covenants to observe, perform and be bound by the provisions of the Declaration, including the personal responsibility for the payment of all charges and assessments which may become liens while such person holds an interest in a Lot.

The following is a summary of the important provisions of the Declaration:

Article II - Property Subject to this Declaration

Prior to the transfer of the first Lot in Phase One, the Sponsor will record the Declaration in the Monroe County Clerk's Office subjecting the 31 Phase One Lots to the terms and conditions of the Declaration. The Sponsor shall have the right but not the duty or obligation to incorporate and bring into and within the scheme of this Declaration Phases Two through Four by amending the Declaration. Upon incorporating Phases Two through Four, the Association will consist of four phases consisting of a total of 124 Lots.

Article III - The Association Structure, Membership and Voting Rights

There shall be two (2) classes of Membership. All Owners, with the exception of the Sponsor, shall be Class A Members. The Sponsor shall be a Class B Member. Until all 26 Phase One Lots owned by Sponsor, including the 22 Phase Two additional lots which may be brought within the scheme of the Declaration pursuant to Sponsor's right under Article II of the Declaration, are transferred, or until 15 years following the recording of the Declaration, whichever shall first occur, the Class B Membership shall be the only Class of Membership entitled to vote. Thereafter, the Sponsor's Class B Membership shall be converted into Class A Membership, and all Members shall vote equally, i.e., one (1) Member one (1) vote.

Article IV - Property Rights and Easements

Every Member shall have:

- a) A right of easement and enjoyment in Association property;
- b) An easement of ingress and egress by foot over Association property, and by vehicle over paved Association property built and intended for such purpose;
- c) An easement to use and maintain all pipes, wires, conduits, drainage areas and public utility lines servicing such Member's Lot and located on other Lots or on the Association property;
- d) An easement over Association property and over the property of any adjacent Lot for performance of routine maintenance on a Member's Townhome;
- e) An easement of ingress and egress by foot over the side and rear 10 feet of all Lots for routine and necessary maintenance purposes.

These rights and easements shall be in common with other Members of the Association and are subject to the rights of the Association (i) to promulgate rules and regulations relating to the use, operation and maintenance of Association property; (ii) to grant easements or rights of way to utility corporations or governmental entities; (iii) to transfer Association property upon the consent of two-thirds (2/3) of all Members; (iv) to charge reasonable fees for the use of Association property; (v) to enter into agreements for the sharing of facilities with other associations, cooperatives or condominiums upon the consent of two-thirds (2/3) of all Members. Such rights shall be subject to the rights of the Sponsor (i) to have or grant easements and rights of way for access to, and utility lines for, the development of the Townhomes and (ii) to use the Association property for a sales center and parking area for prospective purchasers. The rights of each Member shall further

be subject to the right of any other Member to maintain and use the pipes, wires, conduits, etc. servicing such other Member's Lot.

The Association shall have:

- a) The right to use electricity for *incidental* maintenance of Association property without charge;
- b) The right to use water for water lawns and routine maintenance without charge. Lot Owners are primarily responsible for water their lawns following initial planting/seeding, and thereafter as weather dictates;
- c) An easement to permit the maintenance, repair and replacement of paved areas, light standards, signs and other property of the Association;
- d) An easement for access to each Lot for the maintenance, repair and replacement of the exterior of the dwellings and the storm water, sanitary and utility laterals, either because it is the Association's duty or because the Owner has failed to perform his obligations;
- e) An easement for access to each Lot for the maintenance, repair and replacement of any pipes, wires, conduits, drainage areas, utility lines and facilities and cable television lines and facilities located on any Lot and servicing any other Lot;
- f) An easement over the Lots for placement, maintenance, repair and replacement of utility banks, telephone and cable television pedestals.

Article V - Assessments

Each Lot Owner, excluding the Sponsor, by becoming a Lot Owner shall be deemed to covenant and agree to pay to the Association annual Assessments or charges for the maintenance and operation of Association Property, for utilities and other services, consumed and/or used on or at the Townhomes and which are not individually metered or billed and for the maintenance, repair and replacement of all facilities commonly servicing the Members, whether on or off the Lots, such as landscaped areas. (See Sections 6.01 and 6.02 of the Declaration for specific types of maintenance, repair and replacement included or excluded, as the case may be.) The Assessments shall be the personal obligation of the Lot Owner and shall, together with any late charges, accelerated installments thereof, interest and the cost of collection, be a charge and continuing lien upon the Lot against which the assessment is made. The maintenance assessments on Townhomes owned by the Sponsor shall be in an amount equal to the difference between the actual Association expenses, including reserves applicable to completed improvements as provided for in the Associations budget, and the Association charges levied on Owners who have closed title to their Townhomes.

The annual maintenance assessment is determined by the Board of Directors of the Association at least 30 days in advance of each annual assessment period. The annual maintenance assessment may be increased or decreased based on the anticipated costs and expenses of the Association during the next annual assessment period.

In addition to the annual maintenance assessment, the Association may levy in any assessment year a special assessment, payable in that year and/or the following year for the purpose of defraying, in whole or in part, the cost of any capital improvements or for any other matter decided upon by the Association. Provided however, that for any special assessment for the construction (rather than the reconstruction or replacement) of any capital improvement, and for any special assessment amounting to more than 20% of the then current amount of annual maintenance assessments, the consent of two-thirds (2/3) of the total votes of Lot Owners voting in person or by proxy at a meeting duly called for this purpose is required.

The method for determining Maintenance Assessments is summarized on page 11 of this Offering Plan.

If the Assessment or any installment thereof is not paid within ten (10) days after the due date, the Association may impose a late charge or charges in such amount or amounts as the Board of Directors deems reasonable, not to exceed ten percent (10%) of the amount of such overdue Assessment or installment thereof, provided such late charges are equitably and uniformly applied.

If the Assessment or any installment thereof, is not paid within 30 days after the due date, (i) the Association may impose a late charge or charges in such amount or amounts as the Board of Directors deems reasonable, not to exceed ten percent (10%) of the amount of such overdue Assessment or installment thereof, and, if not paid within 30 days after the due date (ii) the Assessment shall bear interest from the due date at such rate as may be fixed by the Board of Directors from time to time, such rate not to exceed ten percent (10%) per annum, (iii) the Board of Directors may accelerate the remaining installments, if any, of such Assessment upon notice thereof to the Owner and (iv) the Association may bring legal action against the Owner personally obligated to pay the same or foreclose the lien against the property, and the cost of such proceedings, including reasonable attorneys' fees, shall be added to the amount of such Assessments, accelerated installments, if any, late charges and interest.

If the Association or any other party successfully brings an action to extinguish a violation or otherwise enforce the provisions of the Declaration, or the rules and regulations promulgated hereto, the costs of such action, including legal fees, shall become a binding, personal obligation of the violator. If such violator is (i) the Owner, (ii) any family member, tenant, guest or invitee of the Owner, (iii) a family member or guest or invitee of the tenant of the Owner, or (iv) a guest or invitee of (1) any member of such Owner's family or (2) any family member of the tenant of such Owner, such costs shall also be a lien upon the Lot or other portion of the property owned by such Owner. The Sponsor is not obligated for attorney's fees in any action brought by the Association against the Sponsor.

Article VI - Maintenance by the Association

The following maintenance services shall be performed by the Association and the cost of such maintenance shall be funded from the Maintenance Assessments:

- a) Maintenance of the community club house, entrance monument, pond and those landscaped areas within the perimeter of Townhome Lots and Association property.
- b) The Association will be responsible for maintenance of asphalt driveways, roofing, exterior painting/staining of trim materials (not wrapped in aluminum) and front doors, for which replacement reserves have been established. All other Townhome components are the responsibility of the Townhome Owner, including but not limited to vinyl siding, vinyl clad windows, insulated metal doors, overhead garage doors, aluminum gutters and downspouts, masonry windows, skylights, window panes, doors, garage doors, storm doors, decks, porches, stone pavers, stoops, patios and concrete walks. The Association shall not be responsible for the removal of snow from roofs.
- c) With respect to the other improvements on the Townhome Lots, the Association shall repair those portions of sewer, water, and storm water utility laterals (limited, however, to repair necessitated by leakage or structural failure) servicing one (1) or more Townhomes and not maintained by a utility company, public authority, municipality or other entity. A lateral shall be deemed to terminate at the outer surface of the foundation wall.
- d) Plowing of snow from the driveways, excluding walks.
- e) Obtain and maintain (i) fire and casualty insurance on the Townhomes, (ii) fire, casualty and liability insurance on the Association property and (iii) directors' and officers' liability insurance for the officers and directors of the Association. (See Sections 9.01 and 9.03 of the Declaration for specific types of coverage obtained by the Association and coverages which are not obtained by the Association.)

- f) Enforcement of restrictive covenants and establishment of rules and regulations governing the use of the Association Property and the conduct of the Lot Owners.
- g) Maintenance, including repair and replacement, as necessary, of the Association property, including paved areas, walks, signs, and those portions of sewer, water, and storm water utility laterals (limited, however, to repair necessitated by leakage or structural failure) servicing one (1) or more Townhomes and not maintained by a utility company, public authority, municipality or other entity. A lateral shall be deemed to terminate at the outer surface of the foundation wall.
- h) Replace landscape plant material, including trees and shrubs, which lie over the easement granted to a public agency for sewers and water services, in the event these landscape materials are damaged or destroyed in the course of maintenance or repair by others.

The Common Area, owned and maintained by the Association, will include the following improvements:

- 1. Community club house;
- 2. Driveways serving the individual townhomes;
- 3. Drainage pond;
- 4. Entrance monument;
- 5. Landscaped areas.

The Association is solely responsible for the maintenance of the Common Area and the improvements within the common area, including but not limited to the above items. Under no circumstances is the Village of Webster responsible for the maintenance of the Common Area and the improvements located thereon.

Article VII - Architectural Controls

An Architectural Standards Committee shall be appointed by the Board of Directors for the purpose of enforcing certain provisions of the Declaration and controlling any change in use or any additions, modifications or alterations to any exterior improvement within the Greenbriar Crossing, such as enlarging a deck, changing the color of a door, and the like, within guidelines and/or policies established by the Board of Directors. The Board of Directors may appoint Lot Owners to the Architectural Committee during the Sponsor's period of control of the Board of Directors. The Architectural Committee shall not have any authority over any property owned by the Sponsor. No such addition, modification or alteration shall be made until plans setting forth such change are submitted to and approved by the Architectural Committee and a Building Permit has been issued by the appropriate municipal authority, if required. Any Owner, lessee or occupant may obtain from the Architectural Committee a written certificate stating whether or not a particular parcel violates any provisions of the Declaration. A reasonable charge may be imposed for the issuance of such certificate. (See the opinion of counsel as to the enforceability of architectural controls.) ***Lot Owners may NOT make any exterior modifications or improvements to their home or the Lot, including but not limited to landscaping or foundation plantings, without Architectural Committee written approval.***

Article VIII - Party Walls and Encroachments

An easement shall exist for encroachments by any Townhome, including but not limited to patios, porches, decks, privacy fencing and all other improvements, on any adjacent Lot as a result of construction, settling or shifting.

The cost of repair to a party wall shall be borne equally by the Lot Owners who share such wall, assuming the damage was not the result of negligence or a willful act by one (1) of such Lot Owners.

Article IX - Fire and Casualty Insurance, Reconstruction

The Board of Directors of the Association shall obtain and maintain, to the extent reasonably obtainable and to the extent obtainable at a reasonable cost, and in such amounts as the Board of Directors determines to be appropriate, unless otherwise required in the Declaration: (i) fire, casualty and liability insurance for Association Property, (ii) directors' and officers' liability insurance, (iii) fidelity bond, and (iv) fire and casualty insurance for the Townhomes. The cost of all insurance obtained by the Board of Directors will be included in the Maintenance Assessment charges billed to each Lot Owner by the Association.

The individual Lot Owner is responsible for obtaining fire, casualty and liability insurance for his personal property, his lot and the interior of his home. Failure to obtain such insurance will result in the Owner being self-insured and without coverage in the event of a loss.

Fire and casualty coverage shall be 100% agreed replacement cost value of each Townhome, including the wall to wall carpeting, lighting fixtures, bathroom fixtures, built-in appliances, wall coverings, and all machinery servicing the Townhomes and common facilities, excluding the land, foundations, the personal property of Lot Owners and occupants, and any improvements or alterations (including upgrading of appliances, kitchen cabinets, carpeting or lighting fixtures, built-ins and wall coverings) made by present or prior Lot Owners or occupants, and Townhomes for which the Sponsor is not paying full Maintenance Assessments as provided in Section 5.04 of the Declaration. The above 100% agreed replacement cost policy provides for adequate insurance to replace the structure in the event of a total loss, and avoids any coinsurance in the event of a partial loss. For additional provisions, endorsements and coverages see Section 9.01 of Declaration. The policies shall provide that adjustment of loss shall be made by the Board of Directors of the Association.

The proceeds of all policies of physical damage insurance shall, as provided in the Declaration, be payable to the Association or to an insurance trustee (bank, trust company or law firm) to be applied for the purpose of repairing, restoring or rebuilding unless otherwise determined by the Lot Owners as hereinafter set forth. The obligation to restore or reconstruct after damage due to fire or other casualty supersedes the customary right of a mortgagee to have the proceeds of insurance coverage applied to the mortgage indebtedness.

The amount of fire insurance to be maintained until the first meeting of the Board of Directors following the first annual meeting of the Lot Owners shall be in at least the agreed replacement amount. Prior to the completion of dwellings, they will be insured under the provisions of a builders risk policy maintained by the Sponsor.

Each Townhome Owner and such Lot Owner's known mortgagee shall be a named insured on the policy and shall receive, at the time of purchase and at the time a new policy is obtained or an existing policy renewed, a certificate evidencing proof of insurance coverage. Upon request, duplicate originals of the policy and of all renewals of the policy shall be furnished to all known institutional mortgagees of the Townhomes.

Liability insurance shall cover the directors and officers of the Association, the managing agent, if any, and all Lot Owners, but not the liability of Lot Owners arising from occurrences within such Owner's dwelling or on such Owner's Lot. The policy shall include the following endorsements: (i) comprehensive general liability, (ii) personal injury, (iii) medical payments, (iv) cross liability and (v) contractual liability. Until the first meeting of the Board of Directors elected by the Lot Owners, this public liability insurance shall be in a combined single limit of \$1,000,000.00 covering all claims for bodily injury and property damage, with an excess umbrella of \$1,000,000.00.

The directors' and officers' liability insurance shall cover the "wrongful" acts of a director or officer of the Association. This coverage provides for funds to be available to defend suits against officers and directors of the Association and to pay any claims which may result. The policy shall be on a "claims made" basis so as to cover all prior officers and members of the Board of Directors. The policy shall not provide for "participation" by the Association or by the officers or directors of the Association. Until the first meeting of the Board of Directors elected by the Lot Owners, the directors' and officers' liability coverage shall be in at least the sum of \$1,000,000.00.

The fidelity bond shall cover up to five (5) directors, officers and employees of the Association and of the Association's managing agent, if any, who handle Association funds. The bond shall be in an amount not less than 50% of the Association's annual budget but in no event less than the amount of funds, including reserves, owned by or under the control of the Association. Until the first meeting of the Board of Directors elected by the Lot Owners, the coverage shall be \$5,000.00 for forgery.

All policies obtained by Lot Owners must contain waivers of subrogation and the liability of carriers issuing insurance procured by the Board of Directors must not be affected or diminished by reason of any insurance obtained by a Lot Owner.

Article X - General Covenants and Restrictions

There are general prohibitions against the following unless the consent of the Architectural Committee and/or Board of Directors, where applicable, has first been obtained (*see Article 10 of the Declaration set forth as an Exhibit to this Offering Plan for the details of these residential restrictions*):

1. Advertising and Signs.
2. Animals, Birds and Insects. The Association may, from time to time, (i) impose reasonable rules and regulations setting forth the type and number of pets and (ii) prohibit certain types of pets entirely. Pets may be allowed outdoors only when accompanied by a responsible person, and dogs shall be leashed. Provided an Owner obtains the prior written consent of the Association, an underground pet containment system may be installed. Assuming the Owner has installed an underground pet containment system, a pet may be let outdoors within the area of the underground pet containment system in the company of a responsible person, but need not be leashed. No above ground or visible pet containment enclosures shall be permitted. The Association shall have the right to require any Owner, any tenant of any Owner, or any family member or guest of any Owner or tenant to dispose of any pet, if, in the opinion of the Association, acting in its sole discretion, such pet is creating a nuisance because, e.g., the Owner does not clean up after the animal, the animal is too noisy or the animal is not properly controlled. Dogs and cats must be cleaned up after by their owners.
3. Protective Screening and Fences.
4. Garbage and Refuse Disposal.
5. Above Surface Utilities.
6. Noxious or Offensive Activities.
7. Oil and Mining Operations.
8. Dwelling in Other Than Residential Unit.
9. Antennas. No outside radio, telegraphic, television or other electronic antenna, dish or other transmitting or receiving device shall be erected on any Lot or other portion of the Property, except with the consent of the Association, and in compliance with Federal regulations.
10. Trees and Other Natural Features.
11. Use and Maintenance of Slope Control Areas.
12. Snowmobiles.
13. Commercial and Professional Activity on Property.
14. Outside Storage.
15. Outdoor Repair Work.
16. Oversized, Commercial and Unlicensed Vehicles.
17. Clotheslines.
18. Prohibited Structures. No shack, barn, storage shed or other out-building, accessory structure, either temporary or permanent, shall be erected on any Lot.

Article XI - Enforcement, Amendment and Duration of the Declaration

After 30 days written notice of any violation of the Declaration or the Associations Rules and Regulations, as adopted from time to time, the Lot Owner will be subject to a violation fee of \$50 per day until the violation is cured.

The costs of any action brought by the Association to enforce the Declaration, including legal fees, shall be a binding personal obligation of the violator. If the violator is (i) a Lot Owner, or (ii) any family member, tenant, guest or invitee of a Lot Owner, or (iii) a family member of a guest or invitee of the tenant of the Owner, or (iv) a guest or invitee of (1) any member of such Lot Owner's family or (2) any family member of the tenant of such Lot Owner, such costs shall also be a lien upon the Lot owned by such Lot Owner.

The Association shall have the right to enter Lots to determine whether or not any improvements thereon are in compliance with the Declaration or the rules and regulations of the Association.

The Declaration may be amended or terminated upon the consent of the Members having not less than two-thirds (2/3) of the votes of all Lots subject to the Declaration except that so long as the Sponsor owns a Lot subject to the Declaration, no amendment shall be made which adversely affects the interest of the Sponsor, unless specifically approved by the Sponsor in writing.

The Declaration shall continue in full force and effect until December 31, 2039 and shall be extended, as then in force, automatically and without further notice, for successive periods of ten (10) years.

Management and Operation.

The business and affairs of the Association shall be managed by a five (5) member Board of Directors (see Article V of By-Laws set forth in Part II of this Plan), except that an initial Board of three (3) directors shall be designated by the Sponsor. The initial Board of Directors shall hold its first meeting within 30 days of transferring title to the first Lot in Greenbriar Crossing. The initial Board of Directors designated by the Sponsor shall serve until the first annual meeting after the Sponsor's Class B Membership has been converted to a Class A Membership, that is after the Sponsor no longer has an ownership interest in the 124 Lots of Greenbriar Crossing Subdivision, or until 15 years following the recording of the Declaration, whichever shall first occur. Thereafter, directors of the Association shall be elected.

No Director shall be required to be a Member of the Association and the number of Directors may be changed by amendment of the By-Laws. Nominations for election to the Board of Directors shall be made by a nominating committee which shall consist of a chairman, who shall be a member of the Board of Directors and two (2) or more Members of the Association. Write in votes for persons other than those nominated shall be permitted.

The term of office of the members of the Board of Directors shall normally be two (2) years or until their successors are elected, except that at the aforementioned first annual meeting of the Association after the Sponsor relinquishes control, the Members shall elect three (3) directors for a two (2) year term and two (2) directors for a one (1) year term. At the expiration of the initial term of office of each member of the Board of Directors, a successor shall be elected to serve for a term of two (2) years. (See Article V of By-Laws set forth in Part II of this Plan). A member of the Board of Directors may be removed, with or without cause, by the affirmative vote of not less than two-thirds (2/3) of the members.

The initial Board of Directors will be composed of James P. Barbato, James R. Barbato and Nancy Olson. The initial officers of the Association are James P. Barbato, President; James R. Barbato, Vice-president; Nancy Olson, Secretary and Treasurer. James P. Barbato is a principal of the Sponsor, James R. Barbato is a family member of James P. Barbato, and Nancy Olson is an employee of the Sponsor. The business address of these individuals is 1501 Pittsford Victor Road, Suite 200, Victor, New York, 15464.

As long as the Sponsor has unsold homes or Lots which are offered for sale pursuant to the Offering Plan, Sponsor shall amend the plan whenever there is a change in the budget or when one year has passed since the last budget was updated, and include the prior year's certified financial statements, if such are provided to homeowners pursuant to the terms of this Offering Plan.

Sponsor may not exercise its veto power or use its control of the Board of Directors to reduce the level of services described in the Offering Plan or prevent capital repairs, or prevent expenditures required to comply with applicable laws or regulations.

The Sponsor agrees not to place a mortgage on any property owned by the Association while it is in control of the Board of Directors, without the consent of 51% of the Lot Owners, excluding itself.

While the Sponsor is in control of the Board of Directors, certified financial statements will be provided each year to the Lot Owners.

Membership and Voting Rights.

As defined in the Declaration, the Sponsor and all Lot Owners shall automatically be deemed to have become Members of the Association (see Section 3.02 of the Declaration set forth in Part II of this Plan). There shall be two (2) classes of Membership. All Owners, with the exception of the Sponsor, shall be Class A Members. The Sponsor shall be a Class B Member. Until all Lots owned by Sponsor, including any and all additional lots which may be brought within the scheme of the Declaration pursuant to Sponsor's right under Article II of the Declaration, are transferred, or until 15 years following the recording of the Declaration, whichever shall first occur, the Class B Membership shall be the only Class of Membership entitled to vote. Thereafter, the Sponsor's Class B Membership shall be converted into a Class A Membership, and all Members shall vote equally, i.e., one (1) Member one (1) vote, regardless of the number of Lots owned.

The Declaration may be amended or rescinded upon the consent in writing of the Owners of not less than two-thirds (2/3) of all Lots. In addition, so long as the Sponsor owns a Lot subject to this Declaration, the written consent of the Sponsor will be required for an amendment which adversely affects the Sponsor's interest.

The By-laws of the Association may be repealed or amended by a vote of a majority of Lot Owners or by the affirmative vote of a majority of the whole Board of Directors.

Assessments.

The costs and expenses of operating the Association and of making capital improvements, if any, will be allocated among the Lot Owners, excluding the Sponsor, and assessed by the Board of Directors (See Article V of Declaration set forth in Part II of this Plan.) Every Owner of a Lot, excluding the Sponsor, merely by becoming an owner, covenants and agrees to pay annual maintenance assessments, payable monthly, and special assessments, if any, payable when due, to enable the association to carry out its functions. Maintenance Assessments shall commence on the first day of the month following the sale of the first Lot, or at such later time as the Sponsor shall determine. All Maintenance and Special Assessments become a lien and charge against the Lot and shall also be a personal obligation of the Lot Owner at the time the assessment falls due. If an assessment or installment thereof is not paid within ten (10) days of the due date, the Association may impose a late charge and, if the assessment or installment thereof is not paid within 30 days of the due date, the Association may collect interest at the rate of ten percent per year on the amount due, accelerate the remaining installments, if any, bring legal action against the Owner personally obligated to pay the assessment, and/or foreclose the lien against the Lot. Delinquent Lot Owners will also be assessed attorney's fees for collecting unpaid assessments. The waiver of the use or enjoyment of the Association Property or the abandonment of a Lot shall not be grounds for exemption from the obligation to pay assessments. In no event shall voting rights or the right to use Association Property be suspended for the non-payment of assessments.

The annual maintenance assessment is determined by the Board of Directors of the Association at least 30 days in advance of each annual assessment period. The annual maintenance assessment may be increased or decreased based on the anticipated costs and expenses of the Association during the next annual assessment period.

In addition to the annual maintenance assessment, the Association may levy in any assessment year a special assessment, payable in that year and/or the following year for the purpose of defraying, in whole or in part, the cost of any capital improvements or for any other matter decided upon by the Association. Provided however, that for any special assessment for the construction (rather than the reconstruction or replacement) of any capital improvement, and for any special assessment amounting to more than 20% of Then current amount of annual maintenance assessments, the consent of two-thirds (2/3) of the total votes of Lot Owners voting in person or by proxy at a meeting duly called for this purpose is required.

The lien of the Assessments shall be subordinate to the lien of any purchase money first mortgage of record now or hereafter placed upon any Lot subject to such Assessments; provided, however, that such subordination shall apply only to the Assessments which have become due and payable prior to a sale or transfer of such Lot pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any Assessments thereafter becoming due, or from the lien of any such subsequent Assessment.

After Association charges have been levied on one or more Owners who have closed title to their Lots, the Sponsor shall be obligated for the difference between the actual Association expenses, including reserves applicable to completed improvements as provided for in the Associations budget, and the Association charges levied on Owners who have closed title to their Lots, as projected in Schedule A of the offering plan. If reserves have been established by the Association, for those Lots owned by the Sponsor upon which a home has been completed, the Sponsor shall pay for reserves from and after the issuance of Certificates of Occupancy. In no event, however, will the Sponsor be required to make a deficiency contribution in an amount greater than it would otherwise be liable for if it were paying assessments on each unsold Lot. See Article V of the Declaration set forth in Part II of this Plan. In adopting any revised schedule of Operating Expenses, Sponsor shall provide backup budget quotations from arm's length third party providers for any item greater than the amount set forth in the Estimate of Operating Expenses set forth on page 11 of this Plan. Sums due shall be estimated and paid monthly, with a final accounting and adjustment annually.

The Maintenance Assessment for each Lot not owned by Sponsor shall be determined by multiplying the total annual Maintenance Assessment by a fraction, the numerator of which shall be one and the denominator of which shall be the total number of Lots then subject to the Declaration. Any change in the basis of determining the Maintenance Assessment shall require the consent of not less than two-thirds (2/3) of the total votes of Members (see Section 5.06 of the Declaration set forth in Part II of this Plan). In addition, the written consent of the Sponsor will be required for any change which materially adversely affects the interest of the Sponsor with respect to Lots covered by the Declaration, which consent will not be unreasonably withheld.

The Declaration and By-laws do not include penalties or other charges for violation of the rules and regulations. However, if the Association or any other party successfully brings an action to extinguish a violation or otherwise enforce the provisions of the Declaration, or the rules and regulations promulgated hereto, the costs of such action, including legal fees, shall become a binding, personal obligation of the violator. If such violator is (i) the Owner, (ii) any family member, tenant, guest or invitee of the Owner, (iii) a family member or guest or invitee of the tenant of the Owner, or (iv) a guest or invitee of (1) any member of such Owner's family or (2) any family member of the tenant of such Owner, such costs shall also be a lien upon the Lot or other portion of the property owned by such Owner. The Sponsor is not obligated for attorney's fees in any action brought by the Association against the Sponsor.

1900 Bausch and Lomb Place
Rochester, New York 14604
P 585-987-2800 F 585.454.3968



1900 Main Place Tower
Buffalo, New York 14202
P 716.248.3200 F 716-854-5100

www.woodsoviatt.com

Writer's Direct Dial Number: 585.987.2823
Writer's Direct Fax Number: 585.445.2323
Email: Ldamato@woodsoviatt.com

June 1, 2021

Pride Mark Homes, Inc.
1501 Pittsford Victor Road
Victor, New York 14564

Re: Greenbriar Crossing Association, Inc.

Gentlemen:

In response to your request for our opinion in conjunction with your proposed sale of Townhomes at Greenbriar Crossing Subdivision with mandatory membership in the Greenbriar Crossing Association, Inc., (the "Association") a not-for-profit corporation, please be advised as follows:

Taxation of Lot Owners: Under the provisions of Section 164 of the Internal Revenue Code and Section 615 of the New York Tax Law, each Lot Owner who itemizes deductions will be entitled to deduct from his adjusted gross income for Federal and New York State income tax purposes the real estate taxes assessed against his Lot and paid by him. Maintenance Assessments paid by each Lot Owner to the Association are not deductible from his adjusted gross income for Federal and New York State income tax purposes.

Association Validly Formed: The Association was validly formed under the Not-For-Profit Corporation Law of the State of New York.

Taxation of the Association: Section 528 of the Internal Revenue Code exempts qualifying homeowners associations from income taxes on "exempt function income." Exempt function income includes membership dues, fees, and assessments received from association members. Income which is not exempt function income is subject to income tax at the current rate of 30 percent. Examples of non-exempt function income are interest earned on a sinking fund for capital improvements, amounts from non-members for use of the association's facilities, and amounts paid by association members for special use of the association's facilities.

In order to qualify for this limited tax exemption an association must meet the following requirements:

1. It must be organized and operated for exempt function purposes;

2. At least 60% of its gross income must be received as membership dues, fees, or assessments from the Lot Owners;
3. At least 90% of the association's expenditures must be for the acquisition, construction, management, maintenance and care of association property;
4. No part of the association's earnings may inure to the benefit of any individual except through a rebate of excess membership dues or directly through the acquisition or upkeep of association property;
5. The association must file the appropriate election for the year with the Internal Revenue Service.

Based on our review of the estimate of projected income and expenses which you have provided, it is our opinion that the Association can qualify for the limited income tax exemption for homeowners associations under Section 528 of the Internal Revenue Code. However, we advise that qualifying under Section 528 is determined on a year by year basis. The Association must therefore carefully monitor its operation to insure that the requirements set out above, as well as those that may be added by new legislation or administrative action, are satisfied each year. We also point out that the tax exemption is limited, so that even in years when the exemption applies the Association may nonetheless incur federal tax liability on non-exempt function income.

The Association will be subject to a franchise tax imposed under Article 9-A of the New York Tax Law, and will be required to pay an annual franchise tax upon the basis of its entire net income or upon such other basis as may be applicable. The Association will not be exempt from New York sales taxes.

Enforceability of Declaration Provisions: Although we believe the provisions of the Declaration of Protective Covenants, Conditions, Restrictions, Easements, Charges and Liens (the "Declaration") to be enforceable under current law, we do not assure such enforceability. Because of the relatively recent popularity of homeowners associations throughout the United States, the case law with respect to enforceability of covenants, conditions and restrictions, such as are contained in the Declaration, is new and developing. In addition, the enforceability of some provisions of the Declaration will depend on factors other than the actual text of the document such as the establishment, reasonableness, dissemination, timeliness and uniformity of enforcement of rules, regulations and architectural standards by the homeowners association.

Site Plan Approval: We have received copies of the Webster Village Board Resolutions, dated February 18, 2021, and based upon this information, it is our opinion that if Greenbriar Crossing Subdivision is built in accordance with the approval requirements, it will conform to applicable zoning ordinances and statutes.

This opinion is based solely on the facts and documents referred to above. No warranties are made that the tax laws upon which counsel bases this opinion will not change. In no event will the Sponsor, the Sponsor's counsel, the Association, counsel to the Association, or any other person be liable if by reason of future changes in fact or applicable law, regulation, decisional law or Internal Revenue Service rulings the tax status should cease to meet the requirements contained in this opinion.

We understand that this letter will be made part of the Greenbriar Crossing Association, Inc. Offering Plan.

Very truly yours,

WOODS OVIATT GILMAN LLP



Louis M. D'Amato

LOCAL GOVERNMENT APPROVAL

On February 18, 2021, the Webster Village Planning Board approved the Zoning, Final Subdivision and Site Plan for Greenbriar Crossing. The Sponsor will provide the Association with a preliminary subdivision map and with a filed subdivision map when received.

WORKING CAPITAL FUND

This offering does not involve a working capital fund.

RESERVE FUND

The Association's reserve fund is part of the common charge assessment as discussed in the Budget Section of this Plan. See pages 7 and 30 regarding maintenance, as well as page 11 for the common charge information discussing maintenance. It is believed the reserve fund is sufficient to meet the Association's reserve fund needs occurring within five years of the first Townhome closing, based on the level of service discussed in the Budget Section of this Plan. However, if additional funds are required, the Association may consider borrowing funds from an institutional lender or assessing members a special assessment. Interior and exterior maintenance of the Townhomes is discussed in detail elsewhere in this Offering Plan.

The reserve fund may only be used for capital expenditures, and will not be used to defray any Lot Owner's (including the Sponsor's) obligation for the payment of Maintenance Assessments. After the first election of a Board of Directors which is not controlled by the Sponsor, the funds will be turned over to the new Board of Directors with an accounting. Neither the New York State Department of Law, nor any other government agency, has passed upon the adequacy of the reserve fund.

MANAGEMENT AGREEMENT

The Sponsor will act as Managing Agent of the Association during the Sponsor's period of control of the Board of Directors. Sponsor's experience in this area includes the management of Brighton Campus Office Park Buildings One (A-C), Five (C-D) and Six (A-D), as well as management during the period of sponsor's control of Amberwood Homeowners Association, Inc., Meadowbrook Homeowners Association, Inc., Mayfair Park Homeowners Association, Inc., The Greens Townhomes Owners Association, Inc., and Arbor Ridge Association, Inc., through the acts of its principle, James P. Barbato.

For its services, the Sponsor will receive a fee of \$18.00 per Lot per month, which amount is a reasonable market rate. In addition, the Sponsor will receive reimbursement for all out-of-pocket expenditures. The form of Management Agreement is set forth as an exhibit to this Offering Plan.

The initial term of the Management Agreement is for one year, subject to the Agent's option to terminate on 60 days' notice to the Association. The Management Agreement is not assignable. The Association may cancel the Management Agreement upon default of the Managing Agent.

As long as the Sponsor shall control the Board of Directors, the Sponsor will not commit the Board of Directors or the Association to any Management Agreement which extends beyond the date on which the Sponsor's control ceases.

Services rendered to the Association by Realty Performance as Managing Agent will include:

- a. Billing and collecting common charges and expenses;
- b. Supervising landscape maintenance, snow plowing of driveways, and repairs to the common elements;
- c. Hiring and discharging employees;
- d. Maintaining the Association books and attending meetings of the Board of Directors and Lot Owners;
- e. Maintaining payroll records and filing withholding tax statements for employees;
- f. Furnishing monthly reports of receipts and disbursements to the President and Treasurer of the Association.

The Managing Agent will not prepare the Association's annual certified financial statement. Such statement will be prepared by an independent certified public accountant employed by the Board of Directors at the expense of the Association. This expense is provided for in the estimate of common expenses for the first year of Association operation contained herein.

The Association will indemnify and defend the Managing Agent against all suits brought in connection with the Association and from liability for loss of person or property. The Association will also pay all expenses of the Managing Agent in defending against such suits.

Except as set forth above, no other contracts or agreements have been entered into by the Sponsor at this time which would bind the Association after closing of title to the first Lot. Any and all such agreements shall be entered into by the Association on its own behalf on its own authority.

IDENTITY OF PARTIES

SPONSOR

The Sponsor is Pride Mark Homes, Inc., a New York corporation, with its principal office and business address of 1501 Pittsford Victor Road, Suite 200, Victor, New York 14564. Pride Mark Homes, Inc. was incorporated May 5, 1980.

The sole principal of Sponsor is James P. Barbato, President, with a common business address of 1501 Pittsford Victor Road, Suite 200, Victor, New York 14564. James P. Barbato is president of the corporation and is responsible for day to day operations, arranging interim and permanent financing for projects, and for personnel management at the managerial level. Jim grew up on the job site and formed an appreciation for hard work while on a framing crew for his father. He graduated in 1995 from the University of Buffalo with a Bachelor's degree in Economics, and earned his Executive MBA from Simon Business School in 2008. Jim continues to carry the values that his father instilled in him while adapting homebuilding to the evolving needs of our community. Pride Mark Homes has flourished into a complete general contracting company; building apartments, light commercial, assisted living and skilled nursing facilities. Pride Mark Homes has developed 20 neighborhoods and built more than 1500 homes.

James P. Barbato is a licensed NYS Real Estate Broker. With this knowledge, Sponsor will act as the selling agent for this Offering Plan.

The Sponsor and its principal participated in the development of the following:

1. Arbor Ridge Association, Inc. (NYS Attorney General Filing No. H09-0019), Perinton, New York, an association for which a valid offering plan is on file with the Attorney General's Office (initial filing date March 15, 2010). All lot sales are complete and Sponsor has paid in full all common charge and other financial obligations due and payable.

2. The Greens Townhomes Homeowners Association, Inc. (NYS Attorney General Filing No. NA12- 0090), Henrietta, New York, an association for which a valid no action letter is on file with the Attorney General's Office (initial filing date November 7, 2013). All lot sales are complete and Sponsor has paid in full all common charge and other financial obligations due and payable.
3. The Arbor Creek Homeowners Association, Inc. (NYS Attorney General Filing No. H15-0004), Webster, New York, an association for which a valid offering plan is on file with the Attorney General's Office (initial filing date October 30, 2015). Lot sales are in process and Sponsor has paid in full all common charge and other financial obligations due and payable.
4. Hamilton Place Association, Inc. (NYS Attorney General Filing No. H16009), Perinton, New York, as association for which a valid offering plan is on file with the Attorney General's Office (initial filing date May 23, 2017). All lot sales are complete and Sponsor has paid in full all common charge and other financial obligations due and payable.
5. Redfield Grove Association, Inc. (NYS Attorney General Filing No. H17-0007), Farmington, New York, an association for which a valid offering plan is on file with the Attorney General's Office (initial filing date March 8, 2018). Lot sales are in process and Sponsor has paid in full all common charge and other financial obligations due and payable.

Neither the Sponsor, nor any principal, has been convicted of any felony. Neither the Sponsor, nor any principal, has been the subject of any prior bankruptcy, conviction, injunction or judgment that may be material to this Offering Plan.

CONSULTANTS

In an effort to develop and sell Townhomes at Greenbriar Crossing, the Sponsor has retained a number of professional consultants including:

Budget Review

Woodbridge Group, Inc. ("Woodbridge Group"), 271 Marsh Road, Pittsford, NY 14534. Woodbridge Group has been actively engaged in the management of townhouses and condominiums for over 45 years, and is licensed and bonded. Woodbridge Group provides real estate management for homeowner associations and condominiums. There is no relationship, financial or otherwise, between the Sponsor and the Woodbridge Group. Neither Woodbridge Group, nor any of its principals or entities, have any prior felony convictions, bankruptcies, convictions, injunctions or judgments, filed against them.

Survey and Engineering

BME Associates Engineering ("BME Associates"), 39 Cascade Drive, Rochester, New York 14614, 585-458-7770. BME Associates is a Civil Engineering design company founded in 2008 with the guiding principle of providing quality civil engineering. BME Associates' representative clients include financial institutions, commercial, retail and residential developers. BME Associates has experience is residential and commercial projects; representative of its work are The Hammocks Apartment Communities, Magnolia Manor Subdivision, The Highlands at Pittsford, del Lago Resort & Casino, Hampton Inn by Hilton-Penn Yan, Lyons National Bank-Perinton, and Culver Road Armory Redevelopment. There is no relationship, financial or otherwise, between the Sponsor and BME Associates.

Legal Counsel

Woods Oviatt Gilman LLP, Louis M. D'Amato, of counsel, 1900 Bausch & Lomb Place, Rochester, New York, 585-987-2800, prepared the Offering Plan and will represent the Sponsor in Lot sales. There is no relationship, financial or otherwise, between the Sponsor and Woods Oviatt Gilman.

REPORTS TO MEMBERS

All Members of the Association will be entitled to receive annually from the Association, at the expense of the Association, copies of the following:

1. While the Sponsor is in control of the Board of Directors of the Association, an annual certified financial statement prepared by a certified public accountant and will be delivered at the Annual Meeting.
2. Notice of the Annual Meeting, to be given not less than ten (10) days or more than 30 days before the date of the Annual Meeting.
3. A copy of proposed budget for the Association 30 days before the date a new monthly common charge becomes effective. While the Sponsor is in control, the budget will be certified by an expert as to adequacy.

The Board of Directors of the Association is obligated to provide the Members the above reports and materials.

DOCUMENTS ON FILE

Copies of this Offering Plan, all documents referred to in the plan, and all exhibits submitted to the Department Law in connection with the filing of the plan, on file and available for inspection without charge and copying at a reasonable charge, at the office of the Sponsor, and shall remain available for inspection for a period of six (6) years from the date of transfer of the first Lot. The Sponsor will deliver to the Board of Directors a copy of all documents filed with the appropriate recording office at the time of closing the transfer of the first Lot.

GENERAL INFORMATION

Pending Litigation

The Sponsor is not involved in any litigation, nor is the subject of any investigation, which may materially affect the offering, the property, the Sponsor's capacity to perform all of its obligations under the Plan, or the operation of the Association.

Non-Discrimination

In accordance with the provisions of the laws of the State of New York, the Sponsor represents that it will not discriminate against any person because of race, creed, color, sex, national origin, age, disability, marital status or any basis prohibited by civil rights laws in the sale of Townhomes or in the offering of memberships in the Association.

Right to Rescind

The purchaser of a Lot may rescind the purchase offer following a material adverse amendment of this Offering Plan. Rescission shall be in accordance with Section 22.5(a)(5) of Part 22 of the NYCRR governing this Offering Plan.

No Offering to Minors

This Plan is not offered to persons less than 18 years of age.

No Prior Offering

As of the date this Offering Plan is accepted for filing, no contract of sale has been entered into and no deposits or advances of funds have been accepted. All Townhomes offered in this Offering Plan as part of the Association are vacant as of the date this Offering Plan is accepted for filing. The property subject to this Offering Plan was not the subject of any prior cooperative, condominium or HOA offerings, and was not subject to any market test pursuant to Cooperative Policy Statement No. 1.

No Contracts Binding Association

Except for the Management Agreement referred to above, the Sponsor has entered into no contract which will be binding upon the Association. The Sponsor, however, reserves the right to enter into contract substantially in accordance with the description of services and charges set forth in the Estimate of Operating Expenses and Reserves set forth in this Offering Plan.

Sponsor's Statement of Specifications or Building Condition

This offering is for new construction on vacant land. Sponsor adopts the Engineer's Description and the Architect's Description set forth in Part II of the Offering Plan.

Offering Plan is Fair Summary

This Offering Plan contains a fair summary of the pertinent provisions of the various documents referred to herein and does not knowingly omit any material fact or contain any untrue statement of a material fact relating to the offering. Any information or representation which is not contained in this Offering Plan must not be relied upon. This Offering Plan may not be modified orally. No person has been authorized to make any representations which are not expressly contained herein.

The rest of this page is intentionally left blank.



PURCHASE AGREEMENT

THIS AGREEMENT made the _____ day of _____, 202__ by and between PRIDE MARK HOMES, INC. having an office at 1501 Pittsford Victor Road, Suite 200, Victor, New York 14564 ("Seller") and

_____, residing at _____ ("Purchaser").

In consideration of the mutual promises herein made, Seller agrees to sell and Purchaser agrees to purchase the premises described below for the price and upon the terms and conditions set forth below.

1. PREMISES: Those certain premises located in the Village of Webster, County of Monroe and State of New York, known and having a mailing address of

_____, and designated as Lot No. _____ of the Greenbriar Crossing Subdivision, on a map filed in the Monroe County Clerk's Office.

The premises are sold subject to restrictive covenants of record provided they have not been violated, unless enforcement of the covenants has been barred by Section 2001 of the Real Property Actions and Proceedings Law; utility easements of record, easements common to the tract or subdivision, easements and rights of way shown on the subdivision map, and easements and party wall agreements recorded in the Monroe County Clerk's Office, and also subject to the Declaration of Protective Covenants, Conditions, Restrictions, Easements, Charges and Liens, and the By-Laws for the Greenbriar Crossing Association, Inc. both of which are included in the Offering Plan for the Greenbriar Crossing Association, Inc. Purchaser acknowledges receipt of the Offering Plan at least three (3) business days prior to the date of this Agreement and the Offering Plan is incorporated in this Agreement by reference and made a part of this Agreement with the same force and effect as if set forth in full. Purchaser agrees to be bound by the Declaration, By-Laws and any Rules and Regulations of the Association as they may be amended from time to time. Purchaser acknowledges that he is purchasing an interest in the Association, and that except as stated in this Agreement (and as set forth in the Offering Plan), Purchaser has not relied upon any representations or other statements of any kind or nature made by Seller or otherwise.

2. PRICE: Purchaser shall pay to Seller for the premises the following sum:

Initial Base Price \$ _____

Extras per Exhibit B—Pricing Worksheet + _____

Total Purchase Price \$ _____

The Purchaser shall pay the sum of \$ _____ upon executing this Agreement.

The Purchaser shall pay the sum of \$ _____ upon removal of all contingencies, and the balance of the Total Purchase Price, plus extras and less credits, shall be paid upon delivery of the deed.

Due to market conditions and volatile supply and demand pressures on building materials and/or labor costs outside of the control of the Seller, which may cause an increase in raw material and/or labor costs to the Seller, Seller advises Purchaser that the purchase price set forth above is guaranteed if all contingencies are removed from this Contract within 45 days from the date Seller and Purchaser sign this contract. If the 45 day purchase price guarantee is not met, Seller shall notify Purchaser of the increase in purchase price by means of a written change order, and Purchaser shall have five (5) calendar days to accept the increased purchase price. If the increased purchase price is not accepted by the Purchaser, either party shall have the option of terminating this contract, and any deposit shall be refunded to the Purchaser.

3. DWELLING: Seller agrees to sell and Purchaser agrees to purchase the

_____, now on the premises or to be constructed on the premises in accordance with plans and specifications on file in the office of Pride Mark Homes, Inc., in accordance with Exhibit A attached, including the Extras requested by Purchaser. Purchaser understands that he may make changes and alterations in the plans provided that such changes are made prior to the start of construction and are listed on a change authorization form signed by Purchaser and Seller.

Purchaser understands that the model home constructed by Seller may contain furnishings, carpeting and special features and fixtures which are not included in, and which are or may be more expensive than, those included in the property which Purchaser is purchasing.

Seller reserves the right to: (i) make changes or substitutions of materials or construction for items as set forth in the plans and specifications, provided any such changes are of comparable value and quality; (ii) determine the grading, elevation, location and design of all plots, dwellings, decks, heat pumps and landscaping to fit into the general pattern of the project; and (iii) determine elevation and location of foundations, driveways and streets to conform to topographical conditions.

Seller has the option to change grades, foundations and footings and setback of the dwelling if underground conditions are such that the original placement makes it inadvisable to construct where originally agreed upon. Underground conditions can be the result of rock, water, soil type or any other condition which in the judgment of Seller would necessitate a change in elevation or setback, or result in extraordinary construction costs or necessitate unusual construction methods. If underground conditions are severe and unusual costs or construction methods would be incurred, Seller shall have the right to cancel this contract by written notice to Purchaser.

Seller will attempt to preserve trees on the site. Seller, however, shall not be responsible for trees which die after closing or for removal of such trees.

4. DEPOSITS: The law firm of Woods Oviatt Gilman LLP, as attorneys, with an address at 1900 Bausch & Lomb Place, Rochester, New York 14604, telephone number 585-987-2800, shall serve as escrow agent ("Escrow Agent") for Sponsor and Purchaser. Escrow Agent has designated the following attorneys to serve as signatories: Louis M. D'Amato and Kelly Ross Brown. All designated signatories are admitted to practice law in the State of New York. Neither the Escrow Agent nor any authorized signatories on the account are the Sponsor, Selling Agent, Managing Agent, or any principal thereof, or have any beneficial interest in any of the foregoing.

Escrow Agent and all authorized signatories hereby submit to the jurisdiction of the State of New York and its Courts for any cause of action arising out of the Purchase Agreement or otherwise concerning the maintenance of release of the Deposit from escrow.

The Escrow Agent has established the escrow account at M&T Bank, located at First Federal Plaza Office, Rochester, New York ("Bank"), a bank authorized to do business in the State of New York. The escrow account is entitled Greenbriar Crossing Town Homes Escrow Account ("Escrow Account"). The Escrow Account is federally insured by the FDIC at the maximum amount of \$250,000. Any deposits in excess of \$250,000 will not be insured.

All Deposits received from Purchaser shall be in the form of checks, money orders, wire transfers, or other instruments, and shall be made payable to or endorsed by the Purchaser to the order of Greenbriar Crossing Town Homes Escrow Account.

Any Deposits made for upgrades, extras, or custom work shall be initially deposited into the Escrow Account, and released in accordance to the terms of the Purchase Agreement/Escrow Agreement.

The account will be an Interest On Lawyer's Account ("IOLA") pursuant to Judiciary Law Section 497. Interest earned will not be the property of the Purchaser, Sponsor or Escrow Agent, but rather will be paid to the New York State IOLA Fund. No fees of any kind may be deducted from the Escrow Account, and the Sponsor shall bear all costs associated with the maintenance of the Escrow Account.

Within five (5) business days after the Purchase Agreement has been tendered to Escrow Agent along with the Deposit, the Escrow Agent shall sign the Purchase Agreement and place the Deposit into the Escrow Account. Within ten (10) business days of the placing the deposit in the Escrow Account, Escrow Agent shall provide written notice to Purchaser and Sponsor, confirming the Deposit. The notice shall provide the account number. Any Deposits made for upgrades, extras, or custom work shall be initially deposited into the Escrow Account, and released in accordance to the terms of the Purchase Agreement.

The Escrow Agent is obligated to send notice to the Purchaser once the Deposit is placed in the Escrow Account. If the Purchaser does not receive notice of such deposit within fifteen (15) business days after tender of the Deposit, he or she may cancel the Purchase Agreement within fifteen (15) days after tender of the Purchase Agreement and Deposit to Escrow Agent. Complaints concerning the failure to honor such cancellation requests may be referred to the New York State Department of Law, Real Estate Finance Bureau, 120 Broadway, 23rd Floor, New York, N.Y. 10271. Rescission shall not be afforded where proof satisfactory to the Attorney General is submitted establishing that the Deposit was timely placed in the Escrow Account in accordance with the New York State Department of Law's regulations concerning Deposits and requisite notice was timely mailed to the Purchaser.

All Deposits, except for advances made for upgrades, extras, or custom work received in connection with the Purchase Agreement, are and shall continue to be the Purchaser's money, and may not be comingled with any other money or pledged or hypothecated by Sponsor, as per GBL § 352-h.

Under no circumstances shall Sponsor seek or accept release of the Deposit of a defaulting Purchaser until after consummation of the Plan, as evidenced by the acceptance of a post-closing amendment by the New York State Department of Law. Consummation of the Plan does not relieve the Sponsor of its obligations pursuant to GBL §§ 352-e(2-b) and 352-h.

The Escrow Agent shall release the Deposit:

- (a) upon closing of title to the townhome; or
- (b) in a subsequent writing signed by both Sponsor and Purchaser; or
- (c) by a final, non-appealable order or judgment of a court.

If the Escrow Agent is not directed to release the Deposit pursuant to paragraphs (a) through (c) above, and the Escrow Agent receives a request by either party to release the Deposit, then the Escrow Agent must give both the Purchaser and Sponsor prior written notice of not fewer than thirty (30) days before releasing the Deposit. If the Escrow Agent has not received notice of objection to the release of the Deposit prior to the expiration of the thirty (30) day period, the Deposit shall be released and the Escrow Agent shall provide further written notice to both parties informing them of said release. If the Escrow Agent receives a written notice from either party objecting to the release of the Deposit within said thirty (30) day period, the Escrow Agent shall continue to hold the Deposit until otherwise directed pursuant to paragraphs (a) through (c) above. Notwithstanding the foregoing, the Escrow Agent shall have the right at any time to deposit the Deposit contained in

the Escrow Account with the clerk of the county where the townhome is located and shall give written notice to both parties of such deposit.

The Sponsor shall not object to the release of the Deposit to:

(a) the Purchaser who timely rescinds in accordance with an offer of rescission contained in the Plan or an Amendment to the Plan; or

(b) all Purchasers after an Amendment abandoning the Plan is accepted for filing by the Department of Law.

The Department of Law may perform random reviews and audits of any records involving the Escrow Account to determine compliance with all applicable statutes and regulations.

Any provision of the Purchase Agreement or separate agreement, whether oral or in writing, by which a Purchaser purports to waive or indemnify any obligation of the Escrow Agent holding any Deposit in trust is absolutely void. The provisions of the Attorney General's regulations and GBL §§ 352-e(2-b) and 352-h concerning escrow trust funds shall prevail over any conflicting or inconsistent provisions in the Purchase Agreement, Plan, or any amendment thereto.

Escrow Agent shall maintain the Escrow Account under its direct supervision and control.

A fiduciary relationship shall exist between Escrow Agent and Purchaser, and Escrow Agent acknowledges its fiduciary and statutory obligations pursuant to GBL §§ 352-e(2-b) and 352(h).

Escrow Agent may rely upon any paper or document which may be submitted to it in connection with its duties under this Purchase Agreement and which is believed by Escrow Agent to be genuine and to have been signed or presented by the proper party or parties and shall have no liability or responsibility with respect to the form, execution, or validity thereof.

Sponsor agrees that it shall not interfere with Escrow Agent's performance of its fiduciary duties and statutory obligations as set forth in GBL §§ 352-e(2-b) and 352-(h) and the New York State Department of Law's regulations.

Sponsor shall obtain or cause the selling agent under the Plan to obtain a completed and signed Form W-9 or W-8, as applicable, from Purchaser and deliver such form to Escrow Agent together with the Deposit and this Purchase Agreement.

Prior to release of the Deposit, Escrow Agent's fees and disbursements shall neither be paid by Sponsor from the Deposit nor deducted from the Deposit by any financial institution under any circumstance.

Sponsor agrees to defend, indemnify, and hold Escrow Agent harmless from and against all costs, claims, expenses and damages incurred in connection with or arising out of Escrow Agent's responsibilities arising in connection with this Purchase Agreement or the performance or non-performance of Escrow Agent's duties under this Purchase Agreement, except with respect to actions or omissions taken or suffered by Escrow Agent in bad faith or in willful disregard of the obligations set forth in this Purchase Agreement or involving gross negligence of Escrow Agent. This indemnity includes, without limitation, disbursements and attorneys' fees either paid to retain attorneys or representing the hourly billing rates with respect to legal services rendered by Escrow Agent to itself.

YOU, AS THE BUYER OF THIS RESIDENCE, MAY REQUIRE THE RECIPIENT OR CONTRACTOR TO DEPOSIT THE INITIAL ADVANCE MADE BY YOU IN AN ESCROW ACCOUNT. IN LIEU OF SUCH DEPOSIT, THE RECIPIENT OR CONTRACTOR MAY POST A BOND OR CONTRACT OF INDEMNITY WITH YOU GUARANTEEING THE RETURN OF SUCH ADVANCE.

5. RISK OF LOSS: Risk of loss or damage to the premises until transfer of title shall be assumed by the Seller. If any damage to the premises occurs prior to transfer of title and Seller determines that it cannot repair or restore such loss or damage, this Agreement shall terminate without any further liability of one party to the other, and Purchaser shall have his deposits returned in accordance with paragraph 4 of this Agreement.

6. SURVEY: Seller shall furnish at Seller's expense an instrument survey made by a land surveyor duly licensed by the State of New York, showing the premises above described and the location of all buildings, improvements and other structures affecting the premises.

7. DEED: At closing, Seller shall deliver to Purchaser a warranty deed, with lien covenant, conveying marketable title in fee simple, free and clear of all liens and encumbrances except as provided in this Agreement.

8. SEARCHES: Seller agrees to provide an abstract of title, guaranteed tax search and a United States District Court search to the time of transfer, showing marketable title as provided in this Agreement. The searches will be provided to Purchaser's attorney at least fifteen (15) days prior to transfer.

9. CERTIFICATE OF OCCUPANCY: At the time of closing, Seller agrees to deliver to Purchaser a Certificate of Occupancy, subject to weather related items.

10. INSPECTION: Prior to closing, Purchaser shall have the right to inspect the premises upon reasonable notice to the Seller.

11. POSSESSION: Purchaser shall have possession and occupancy of the premises from and after the date of delivery of the deed.

☐ Check if paragraph 12 is applicable

12. MORTGAGE LOAN FOR PURCHASER: This Agreement is contingent upon Purchaser obtaining and accepting within 30 days from date of this Agreement a written

commitment for a mortgage loan in an amount not to exceed \$ _____, at an interest

rate not to exceed _____ %, for a term of _____ years, from a lending institution. The contingencies of the mortgage commitment shall not be contingencies of this Agreement, and shall be the sole responsibility of the Purchaser. Issuance and acceptance of the written commitment by the Purchaser shall be a waiver and satisfaction of this contingency. If Purchaser cannot obtain and accept such commitment within the stated period, then either Purchaser or Seller may cancel this Agreement by giving written notice to the other. In that event, this Agreement shall be null and void and both parties released from any and all liabilities. Deposits, with interest if any, shall be returned to the Purchaser less the full cost of all Extras described in Exhibit B attached which were commenced, at the written request of Purchaser, prior to receipt by Seller of advice of the disapproval of the mortgage. In the event the cost of the Extras commenced by Seller exceeds the amount of the deposits, Purchaser shall promptly remit to Seller the difference.

13. ADJUSTMENTS AT CLOSING: There shall be prorated and adjusted as of the date of transfer of title: water charges, pure water charges, current taxes computed on a fiscal year basis, rents, and Association assessments. Purchaser will accept title subject to, and will pay, all assessments and installments of assessments for local improvements which are not payable as of date of delivery of deed and which, if any, appear on the current tax rolls.

14. COSTS: Purchaser shall pay for any fees incurred in recording of the deed and mortgage and for the New York State Mortgage Tax. Seller shall pay the cost of the required Real Estate Transfer Tax Stamps to be affixed to the deed. Purchaser shall pay for the fee and mortgagee title insurance policy, as may be required. Purchaser agrees to reimburse Seller upon transfer of title for the Village of Webster Recreation Fee, the Water Meter Fee, and the Sewer Tap In Fee.

15. CLOSING: After removal of all contingencies, Seller shall notify Purchaser of the appropriate time to meet with the Seller's representative and begin making selections pursuant to the Seller's selection sheets and schedule. Failure to complete all selections by

_____ will cause a delay in the completion date contained in this paragraph 15, and/or at Seller's option, Seller may complete selections on behalf of Purchaser and this Agreement shall continue in full force and effect.

The Seller estimates construction to begin on or about _____, 202____. The Seller shall have no obligation to commence construction until all contingencies are satisfied and removed in writing signed by the Purchaser and delivered to the Seller, and Purchaser has paid all required deposits. Seller shall not be obligated to commence construction until Seller has received non-contingent contracts for two units within the subject building. If construction is not commenced within 45 days of the estimated construction start date, provided all contingencies have been removed from this Agreement in writing and Purchaser has paid all required deposits, Purchaser shall have the option of selecting another townhome unit.

The dwelling shall be completed and ready for occupancy (the "Occupancy Date") on or about the latter of (y) _____ months from the "Commencement Date" (defined below) and (z) _____, 202____. The Commencement Date shall be the last date on which each of the following shall have been accomplished: the commencement of construction, the removal of all contingencies, the payment of all required deposits, and the completion of all selections. Seller, in its sole discretion, may begin construction prior to the Commencement Date. In the event the framing of the building of which this dwelling forms a part is completed on the date this Agreement is accepted by the Seller, the Occupancy Date shall be _____ months from the last date on which the Purchaser removed all contingencies, paid all required deposits and completed all selections (the "Interior Build Date"). Seller will provide Purchaser with a written notice confirming the Commencement Date or Interior Build Date, as applicable, which notice shall also confirm the Occupancy Date.

The Occupancy Date may be delayed due to circumstances beyond the Seller's control, including, but not limited to adverse weather, material shortages, strikes, labor troubles, damage by fire or other casualty, theft, governmental restrictions, or delay in receipt of materials special ordered for Purchaser, in which event the closing date shall be extended accordingly without liability to Seller.

Purchaser agrees to accept transfer of title and make all payments provided for herein within ten (10) days of being notified of completion. Transfer of title shall be completed at the offices of Woods Oviatt Gilman LLP or at the office of the mortgagee's attorney.

Possession shall be given upon transfer of title and not before.

The parties agree that the residence shall be deemed complete for closing when a Certificate of Occupancy is issued. Seller shall complete construction of all streets, sidewalks and parking facilities serving the Purchaser's home prior to closing title, but if incomplete, the Seller may close on the Purchaser's home if the village permits occupancy. All incomplete work shall be itemized before closing at a meeting between Purchaser and Seller. Purchaser agrees that the full purchase price will be paid at closing and no amounts will be withheld by Purchaser from Seller for incomplete work.

If there is a lender involved in this transfer, and the dwelling or its environs shall not be fully completed at the time set by the Seller for the closing of title, the incomplete item(s) will not constitute an objection to closing provided that the lending institution granting Purchaser's mortgage issues an inspection report and an escrow fund is deposited by the Seller with the lending institution if required under its report, and further provided that Purchaser shall have the right to delay the closing of title until a temporary Certificate of Occupancy has been issued. The escrow fund shall be paid by the lending institution directly to the Seller when the lending institution, in its sole discretion, deems the items for which the escrow is held to be completed. Purchaser shall receive credit at closing for any funds so held in escrow.

If there is no lender involved in this transfer, and the dwelling or its environs shall not be fully completed at the time set by the Seller for the closing of title, the incomplete item(s) will not constitute an objection to closing provided the Village of Webster has issued a temporary or final Certificate of Occupancy. The parties shall establish a list of incomplete

items, which shall provide for the manner of completion and the estimated time of completion. No escrow will be held for punch list items. If an incomplete item has a cost of completion in excess of \$1,000.00, then a written escrow for that item will be established with Seller's attorney.

16. **FAILURE TO DELIVER OR REJECTION OF TITLE:** Should Seller be unable to or fail to deliver title to the premises in accordance with the provisions of this Agreement, or in the event that Purchaser raises objection to Seller's title or to any improvements, which, if valid, would render the title unmarketable, or render the present or intended use of the improvements illegal (being in violation of any effective law, ordinance, regulation or restriction) Seller shall have the right to cancel this Agreement. Seller shall cancel by giving written notice of cancellation to Purchaser and it is agreed that Seller's liability shall be limited to the return of Purchaser's deposits, with interest if any, and upon their return, this Agreement shall become null and void; provided, however, if Seller shall be able within a reasonable length of time to cure the objection or if either party secures a commitment for title insurance at standard rates to insure against the objection raised or title insurance acceptable to Purchaser, Purchaser shall pay the cost of the title insurance and this Agreement shall continue in full force and effect.

17. **PURCHASER'S FAILURE TO TAKE TITLE:** Upon the Purchaser's failure to take title or the Purchaser's failure to make prompt and proper application for his mortgage, this Agreement shall become null and void and the deposits, with interest if any, up to a maximum of 10% of the purchase price excluding Extras, shall belong to the Seller, in addition to which the Purchaser shall pay Seller the full cost of all Extras in Exhibit B which were commenced or ordered prior to the date of closing, and reasonable attorneys' fees and court costs, if incurred to enforce Seller's remedies, all of which shall be liquidated damages.

18. **REPRESENTATIONS:** This Agreement constitutes the entire agreement between Seller and Purchaser and supersedes all prior or other agreements and representations in connection with the sale and purchase. Purchaser has not relied on any representation as to size, dimensions or other characteristics of the lot, site landscaping, dwelling or the Association, except as presented in the Offering Plan. Purchaser agrees that by acceptance of the deed, Purchaser (a) will be a member of the Homeowners Association and thus liable for Association assessments, and (b) will own his property subject to rights of the Association in accordance with the Declaration. This Agreement cannot be modified except in a writing signed by both parties. All the terms, covenants, provisions, conditions and agreements set forth or provided for shall be binding upon and inure to the benefit of the parties and their assigns.

19. **MERGER:** Delivery and acceptance of a deed by Purchaser shall be full compliance by the Seller with all the terms of this Agreement and a release by the Purchaser of any and all rights, obligations, claims or causes of action against the Seller, except as set forth in the Limited Warranty. The dwelling shall be regarded as completed in accordance with plans and specifications except for the specific items which Seller agrees, prior to closing, will be completed or repaired.

20. **ASSIGNMENT:** This Agreement may be assigned by Seller, but may not be assigned by Purchaser without Seller's written consent.

21. **LIMITED WARRANTY:** THE SELLER MAKES NO IMPLIED WARRANTY OF MERCHANTABILITY, NO HOUSING MERCHANT IMPLIED WARRANTY, NO IMPLIED WARRANTY OF FITNESS, OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, IN CONNECTION WITH THIS CONTRACT OR THE HOME AND ALL SUCH WARRANTIES ARE EXCLUDED, EXCEPT AS PROVIDED IN THE LIMITED WARRANTY ANNEXED TO THIS CONTRACT. THE EXPRESS TERMS OF THE LIMITED WARRANTY ARE HEREBY INCORPORATED IN THIS CONTRACT AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE FACE THEREOF. SELLER DOES NOT WARRANT CONSUMER PRODUCTS INSTALLED WITHIN THE HOME, INCLUDING BUT NOT LIMITED TO ANY HEAT PUMP, FURNACE, AIR CONDITIONING SYSTEM, SMOKE DETECTOR, METERS, WATER HEATER, RANGE, DISHWASHER, REFRIGERATOR, AND DISPOSAL. SELLER SHALL PROVIDE AND ASSIGN TO PURCHASER THE MANUFACTURER'S WARRANTY FOR ALL CONSUMER PRODUCTS INSTALLED BY SELLER IN THE HOME PURSUANT TO THIS AGREEMENT.

Every structure contains naturally occurring contaminants, including but not limited to radon, animal dander, dust, dust mites, fungi, mold, bacteria and pollen (collectively, "Impurities"). Such Impurities may or may not be airborne and or invisible. Seller does not claim any expertise regarding the identification, remediation, or health consequences of such Impurities. Whether or not the home experiences adverse effects of Impurities depends largely on how Purchaser maintains the home after completion of construction, as well as an individual's susceptibility to such Impurities. Purchaser should contact federal, state and or local authorities for information regarding Impurities in the home. PURCHASER AGREES THAT SELLER IS NOT RESPONSIBLE FOR ANY DAMAGES, ILLNESS OR ALLERGIC REACTIONS THAT PURCHASER, OR PURCHASER'S FAMILY, GUESTS OR INVITEES, MAY EXPERIENCE AS A RESULT OF IMPURITIES IN THE HOME. SELLER DISCLAIMS ANY LIABILITY RESULTING FROM IMPURITIES IN THE HOME, INCLUDING BUT NOT LIMITED TO PROPERTY DAMAGE, PERSONAL INJURY OR DEATH, LOSS OF INCOME, EMOTIONAL DISTRESS, LOSS OF USE, LOSS OF VALUE AND OR ADVERSE HEALTH EFFECTS.

22. ADDENDA TO THIS CONTRACT: Attached to and made a part of this Agreement are the following:

Exhibit A - Building Specifications.
Exhibit B - Pricing Worksheet
Exhibit C - Floor Plan
Exhibit D -

☐ Check if paragraph 23 is applicable

23. NO OUTSIDE BROKER COMMISSIONS: Purchaser represents that no broker has been contacted or engaged in connection with the procurement of this Agreement. Should this representation be contrary to fact, Purchaser shall pay any commission due and hold the Seller harmless from any claim or liability therefor arising out of the act or inaction of the Purchaser. This representation shall survive the closing and delivery of the deed to Purchaser. Reliance Associates, Inc. is the Listing Broker retained by Seller. Seller will pay the listing broker commission. James P. Barbato is a licensed New York brokers acting on their own behalf.

☐ Check if paragraph 24 is applicable

24. OUTSIDE BROKER COMMISSIONS: Purchaser represents that no broker other than

_____ has been contacted or engaged in connection with the procurement of this Agreement. Should this representation be contrary to fact, Purchaser shall pay any commission due any other broker and hold the Seller harmless from any claim or liability therefor arising out of the act or inaction of the Purchaser. This representation shall survive the closing and delivery of the deed to Purchaser. Seller agrees to pay the named broker a commission in the amount of three percent (3.00%) of the initial base price upon transfer of title. Seller shall not be obligated for the broker's commission if this transaction shall fail to close for any reason whatsoever. Pride Mark Realty, Inc. is the Listing Broker retained by Seller. Seller will pay the listing broker commission. James P. Barbato is a licensed New York brokers acting on their own behalf.

25. LIFE OF OFFER: This offer is good until the ____ day of _____, 202__, at which time it shall be null and void.

26. PURCHASER'S ATTORNEY APPROVAL: This Purchase Agreement is contingent upon Purchaser securing attorney's approval within one week of acceptance by Purchaser and Seller. Failure of Purchaser's attorney to either approve or disapprove within one week shall be deemed an approval.

THE PURCHASER ACKNOWLEDGES THAT A WRITTEN COPY OF THE TERMS OF THE LIMITED WARRANTY HAVE BEEN PROVIDED FOR THE PURCHASER'S EXAMINATION PRIOR TO THE TIME OF THE PURCHASER'S EXECUTION OF THIS CONTRACT.

Signature page follows.

IN WITNESS WHEREOF, the Purchaser has caused this instrument to be duly executed the day and year first above written.

Purchaser

Witness

Purchaser

ACCEPTANCE

Seller hereby accepts this offer and agrees to sell on the terms and conditions set forth.

Dated: _____

Pride Mark Homes, Inc.

Witness

By: _____

The undersigned broker/agent hereby executes this Agreement to acknowledge its consent to the terms herein concerning the outside brokerage commission.

Dated: _____

Witness

Broker/Agent

ESCROW AGENT ACCEPTANCE

The Escrow Agent agrees to the terms and conditions above set forth with respect to the Deposit and Escrow Account.

Woods Oviatt Gilman LLP, as attorneys

DATED: _____

By: _____

GENERAL INFORMATION

Buyer's Name: _____

Buyer's Address: _____

Buyer's Phone Number: _____ Fax Number: _____

Seller's Attorney:

Buyer's Attorney:

Louis M. D'Amato, Esq.
Woods Oviatt Gilman LLP
1900 Bausch & Lomb Place
Rochester, New York 14614
Phone 585-987-2823

Phone _____

Exhibit A - Building Specifications.
Exhibit B - Pricing Worksheet
Exhibit C - Floor Plan

EXHIBIT D
SALE CONTINGENCY

Lot No. _____ of Greenbriar Crossing Town Homes Subdivision, Webster, Monroe County, New York.

The undersigned hereby agrees that the Purchase Agreement dated _____, 202__, is hereby modified as follows:

The Purchase Agreement is contingent upon Purchaser securing a firm contract for the sale
of his property located at _____

no later than _____, 201___. If Purchaser is unable to obtain a firm contract for the sale of his property by such date, then either Purchaser or Seller may cancel the Purchase Agreement by written notice to the other.

If Seller receives and accepts another purchase offer, Seller shall notify Purchaser in writing (the "Bump Notice") that Seller desires to accept the other purchase offer subject to the non-performance of this Purchase Agreement, and Purchaser will then have 24 hours (the "Bump Period") to remove this sale contingency by written notice to the Seller. Upon receipt of the Bump Notice, Purchaser may only remove this sale contingency if Purchaser provides Seller with evidence of a non-contingent mortgage commitment and immediately available funds totaling the purchase price of the dwelling (the "Purchase Ability"). If Purchaser does not remove this sale contingency and provide Seller with evidence of Purchase Ability after receiving the Bump Notice, Purchaser's rights under the Purchase Agreement shall terminate following passing of the Bump Period, the deposit with interest, if any, shall be refunded, and Seller shall be free to proceed with the other purchase agreement. Purchaser may not evidence Purchase Ability if Purchaser's mortgage loan commitment requires, or may require, the sale and transfer of Purchaser's property, and or the completion of any other requirement (excepting only the execution of routine loan documents) as a condition of the mortgage lender disbursing the mortgage loan proceeds.

Except as modified by the above paragraphs, the original terms and conditions of the Purchase Agreement are hereby ratified and remain in full force and effect.

Dated: _____, 201__.

Purchaser

Purchaser

PRIDE MARK HOMES, INC.

Dated: _____, 201__.

BY: _____

LIMITED WARRANTY

NAME OF PURCHASER(S):

ADDRESS OF
PURCHASER(S):

ADDRESS OF HOME
WARRANTED:

Lot ____, Greenbriar Crossing Town Homes Subdivision, Webster, New York

NAME OF BUILDER:

Pride Mark Homes, Inc.

ADDRESS OF BUILDER:
Victor, New York 14564

1501 Pittsford Victor Road, Suite 200

WARRANTY DATE:

Transfer of Title

BUILDER'S LIMIT OF
TOTAL LIABILITY:

\$100,000.00

ACKNOWLEDGEMENT OF
RECEIPT:

SIGNATURE

SIGNATURE

This Limited Warranty excludes all consequential and incidental damages except as required by New York State Law.

1. Limited Warranty. THE BUILDER MAKES NO IMPLIED WARRANTY OF MERCHANTABILITY, NO HOUSING MERCHANT IMPLIED WARRANTY, NO IMPLIED WARRANTY OF FITNESS, OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, IN CONNECTION WITH THE HOME AND ALL SUCH WARRANTIES ARE EXCLUDED, EXCEPT AS PROVIDED IN THIS LIMITED WARRANTY. THE EXPRESS TERMS OF THE LIMITED WARRANTY ARE SET FORTH HEREIN AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE FACE HEREOF. BUILDER DOES NOT WARRANT CONSUMER PRODUCTS INSTALLED WITHIN THE HOME, INCLUDING BUT NOT LIMITED TO ANY HEAT PUMP, FURNACE, AIR CONDITIONING SYSTEM, SMOKE DETECTOR, METERS, WATER HEATER, RANGE, DISHWASHER, REFRIGERATOR, AND DISPOSAL. BUILDER SHALL PROVIDE AND ASSIGN TO PURCHASER THE MANUFACTURER'S WARRANTY FOR ALL CONSUMER PRODUCTS INSTALLED BY BUILDER IN THE HOME.

2. To Whom Given. This Limited Warranty is extended to the Purchaser named on Page One, while the Purchaser owns the Home, subject to the Warranty Periods established below in paragraph 5. This Warranty is not transferable to subsequent owners of the Home or other persons.

3. By Whom Made. This Limited Warranty is made exclusively by Builder.

4. Final Inspection. Prior to the transfer of the deed or occupancy by the Purchaser, the Purchaser shall inspect the Home at a time agreeable to both Purchaser and Builder. A representative of the Builder shall be present at the inspection. The purpose of this final inspection is to discover any defects or flaws of a visible or obvious nature. The Builder may indicate other defects known to the Builder which remain uncorrected at the time of inspection.

All defects or flaws found on final inspection of the Home will be itemized on a Final Inspection Sheet, which shall state each item that will be corrected and generally state the manner for correction. The Final Inspection Sheet will be signed by the Purchaser and the Builder before occupancy of the Home or transfer of the deed.

When the Purchaser moves into the Home or accepts the deed, the Builder's responsibility is limited to:

- (a) completion of items shown on the Final Inspection Sheet, in the manner provided on the Final Inspection Sheet, and
- (b) performance of warranty obligations under the provisions of this Limited Warranty, as listed below.

5. Warranty Coverage and Periods. The Warranty Period for all coverage begins on the Warranty Date shown on Page One. It ends at the expiration of the coverage shown below:

FIRST YEAR BASIC COVERAGE: For one year from the Warranty Date, the Home will be free from latent defects that constitute:

- (a) defective workmanship performed by the Builder, an agent of the Builder or subcontractor of the Builder;
- (b) defective materials provided by the Builder, an agent of the Builder or subcontractor of the Builder; or
- (c) defective design, provided by an architect, landscape architect, engineer, surveyor, or other design professional engaged solely by the Builder.

Workmanship, materials, and design will be considered defective if they fail to meet or exceed the New York State Uniform Fire Prevention and Building Code or the Accepted Standards adopted and published by the Rochester Home Builder's Association, Inc. as of the date of this Warranty ("Accepted Standards"). The Builder agrees to correct stated deficiencies as described in the Accepted Standards.

TWO YEAR MAJOR SYSTEM COVERAGE: For two years from the Warranty Date, the plumbing, electrical, heating, cooling and ventilation systems of the Home which have been installed by the Builder are warranted to be free from latent defects that constitute defective installation by the Builder.

The plumbing system means: 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 means: all wiring, electrical boxes, switches, outlets and connections up to the public utility connection.

The heating, cooling and ventilation system means: all duct work, steam, water and refrigerant lines, registers, convectors, radiation elements and dampers.

All systems are exclusive of appliances, fixtures and items of equipment.

Installation will be considered defective if the Builder's workmanship upon the installation fails to meet or exceed New York State Uniform Fire Prevention and Building Code or the Accepted Standards. The Builder agrees to correct stated deficiencies as described in the Accepted Standards.

SIX-YEAR MAJOR STRUCTURAL DEFECT COVERAGE: For six years from the Warranty date, the Home will be free from latent defects that are major structural defects, as defined below, and that constitute:

- (a) defective workmanship performed by the Builder, an agent of the Builder or subcontractor of the Builder;
- (b) defective materials provided by the Builder, an agent of the Builder or subcontractor of the Builder; or
- (c) defective design, provided by an architect, landscape architect, engineer, surveyor, or other design professional engaged solely by the Builder.

Workmanship, materials, and design will be considered defective if they fail to meet or exceed the New York State Uniform Fire Prevention and Building Code or the Accepted Standards. The Builder agrees to correct stated deficiencies as described in the Accepted Standards.

A Major Structural Defect is a defect resulting in actual physical damage to the following load-bearing portions of the Home caused by failure of such 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.

6. **Exclusions From All Coverage.** The following are excluded from the Basic Coverage, Major System Coverage, and Major Structural Defect Coverage:

- (a) Loss or damage caused by workmanship performed by any person other than the Builder, an agent of the Builder, or a subcontractor of the Builder.
- (b) Loss or damage caused by defective materials supplied by any person other than the Builder, an agent of the Builder, or a subcontractor of the Builder.

(c) Loss or damage caused by defective design provided by any person other than a design professional retained exclusively by the Builder.

(d) Patent defects including defects show on the Final Inspection Sheet and defects which an examination of the Home prior to the transfer of the deed or occupancy of the Home would have revealed.

(e) Defects in outbuildings including but not limited to detached garages and detached carports (excluding outbuildings which contain the plumbing, electrical, heating, cooling or ventilation systems serving the Home); site located swimming pools and other recreational facilities; driveways; walkways; patios; boundary walls; retaining walls; bulkheads; fences; landscaping (including but not limited to sodding, seeding, shrubs, trees and plantings); off-site improvements or any other improvements not a part of the Home itself.

(f) After the first year Basic Coverage, concrete floors of the basements and concrete floor of attached garages that are built separately from foundation walls or other structural elements of the Home.

(g) Damage to real property which is not part of the Home covered by this Limited Warranty and which is not included in the purchase price of the Home.

(h) Any damage to the extent that it is caused or made worse by:

(i) Negligence, improper maintenance, or improper operation by anyone other than the Builder, its employees, agents or subcontractors; or

(ii) failure of the Purchaser or anyone other than the Builder, its employees, agents or subcontractors, to comply with the warranty requirements of manufacturers or suppliers of appliances, fixtures or items of equipment; or

(iii) failure of the Purchaser to give notice to the Builder of any defects or damage within a reasonable time; or

(iv) changes in the grading of the ground by anyone other than the Builder, its employees, agents or subcontractors; or

(v) changes, alterations or additions made to the Home by anyone after the Warranty Date shown on Page One; or

(vi) dampness or condensation due to failure of the Purchaser or occupant to maintain adequate ventilation.

(i) Any condition which does not result in actual physical damage to the Home.

(j) Loss or damage caused by or resulting from accident, 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, and not reasonably foreseeable changes in the underground water table.

(k) Loss or damage caused by seepage of water unless such loss or damage is the direct result of a construction defect.

(l) Any damage caused by soil movement for which compensation is provided by legislation or which is covered by other insurance.

- (m) Any damage which the Purchaser or occupant has not taken timely action to minimize.
- (n) Normal wear and tear and normal deterioration.
- (o) Insect damage.
- (p) Bodily injury or damage to personal property.
- (q) Failure of the Builder to complete construction of the Home.
- (r) Loss or damage which arises while the Home is being used primarily for nonresidential purposes.
- (s) Loss or damage due to abnormal loading on floors by the Purchaser or occupant which exceeds design loads as mandated by the New York State Uniform Fire Prevention and Building Code.
- (t) Costs of shelter, transportation, food, moving, storage or other incidental expenses related to relocation during repair.
- (u) Consequential damages (except where required by New York State law).
- (v) Any claim not filed in a manner set forth below in paragraph 8 entitled, "Step By Step Claims Procedures".

Also excluded from coverage are naturally occurring contaminants, including but not limited to radon, animal dander, dust, dust mites, fungi, mold, bacteria and pollen (collectively, "Impurities"). SELLER DISCLAIMS ANY LIABILITY RESULTING FROM IMPURITIES IN THE HOME, INCLUDING BUT NOT LIMITED TO PROPERTY DAMAGE, PERSONAL INJURY OR DEATH, LOSS OF INCOME, EMOTIONAL DISTRESS, LOSS OF USE, LOSS OF VALUE AND OR ADVERSE HEALTH EFFECTS.

7. **Warranty.** If a defect occurs in an item covered by this Limited Warranty, the Builder will repair, replace or pay the Purchaser the reasonable cost of repairing or replacing the defective item(s) within a reasonable time after the Builder's inspection or testing discloses the problem and in accordance with the Accepted Standards. The choice among repair, replacement or payment is solely that of the Builder.

In no event will the Builder's total liability for deficiencies under this Limited Warranty exceed the Builder's Limit of Total Liability set forth on Page One.

Repair, replacement or payment of reasonable cost for any Major Structural Defect is further limited to (a) the repair of damage to the load-bearing portions of the Home themselves which is necessary to restore their load-bearing functions, and (b) the repair of those items of the Home damaged by the Major Structural Defect which made the Home unsafe, unsanitary or otherwise unlivable.

When the Builder finishes repairing or replacing the defect or pays the reasonable cost of doing so, a full release of all legal obligations with respect to the defect must be signed and delivered to the Builder.

8. 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 Builder no later than the first business day after the warranty coverage on that item expires. If this Notice of Warranty Claim Form is not properly completed and received by the Builder by the first business day after the warranty coverage on that item expires, the Builder will have no duty to respond to any complaint or demand,

and any or all claims may be rejected. NOTICE OF WARRANTY CLAIM IS NECESSARY TO PROTECT RIGHTS TO WARRANTY PERFORMANCE UNDER THIS LIMITED WARRANTY.

(b) No steps taken by the Builder, Purchaser or any other person to inspect, test or correct defects will extend any time period under this Limited Warranty. The Builder's response to any complaint or request, other than a timely and properly completed Notice of Warranty Claim Form, will not impair, prejudice or otherwise affect any right of the Builder.

(c) In response to a Notice of Warranty Claim Form, or any other complaint or request of the Purchaser, the Builder and the Builder'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 occupant of the Home must provide reasonable access to the Builder and the Builder's agents during normal business hours to complete inspection, testing and repair or replacement.

(d) The Builder will complete inspection and testing within a reasonable time under the circumstances, not to exceed thirty (30) days after receipt of a timely and properly completed Notice of Warranty Claim Form. Upon completion of inspection and testing, the Builder will determine whether to accept or reject the claim. If the Builder rejects the claim, the Builder will give written notice of that decision to the claimant at the address shown on the Notice of Warranty Claim Form. If the Builder accepts the claim, the Builder will take corrective action within a reasonable time under the circumstances and, upon completion, will give written notice of completion to the claimant at the address shown on the Notice of Warranty Claim Form. The Builder will use good faith efforts to process and handle claims in a timely manner, but all time periods for repair or replacement of defects are subject to weather conditions, Acts of God, availability of materials and other events beyond the Builder's control.

9. Legal Actions.

(a) No claim or cause of action under this Limited Warranty may be commenced or asserted in any suit, action, or other legal proceeding against the Builder in any Court or forum unless notice of the claim or cause of action has been received by the Builder in a timely and properly completed Notice of Warranty Claim Form as provided above in paragraph 8.

(b) No suit, action and proceeding against the Builder under this Limited Warranty may be commenced in any Court or forum after the later of: (i) the date of expiration of the applicable warranty coverage under paragraph 5 of this Limited Warranty, or (ii) sixty (60) calendar days after the Builder has given written notice of rejection of claim or completion of corrective action as provided above in paragraph 8(d).

10. General Provisions.

(a) This Limited Warranty may not be changed or amended in any way.

(b) This Limited Warranty is binding upon the Builder and the Purchaser, their heirs, executives, administrators, successors and assigns.

(c) Should any provision of the Limited Warranty be deemed unenforceable by a court of competent jurisdiction, the determination will not affect the enforceability of the remaining provisions.

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

(e) This Limited Warranty is to be governed in accordance with the law of New York State.

NOTICE OF WARRANTY CLAIM FORM

Dear Home Owner:

To ask the Builder to correct a defect in your Home that you think is covered by the Builder's Limited Warranty, you must complete this form and deliver it to the Builder. This is necessary to protect your rights to warranty performance under the Limited Warranty. Even if you believe that the Builder is aware of the problem, fill out this form and deliver it to the Builder.

The information you will need to fill out the form will be on Page One of the Limited Warranty. However, if you do not know the answers to any questions, write "Not Known". Please do not leave any item blank.

Name: _____

Address of Home
Warranted: _____

Home Phone: _____

Work or Day Phone: _____

Warranty Date: _____

Describe the defect(s) which you think are covered by the Limited Warranty. Be sure to include when each defect first occurred or when you first noticed it. Use additional sheets, as necessary, to fully describe the problem:

Signature: _____ Date: _____

Signature: _____ Date: _____

FORM OF DEED TO THE ASSOCIATION

WARRANTY DEED

This indenture, made this _____, 202____, between

Pride Mark Homes, Inc., a corporation organized under the laws of the State of New York, with an office and place of business located at 1501 Pittsford Victor Road, Victor, New York 14564, party of the first part, and

Greenbriar Crossing Association, Inc., a corporation organized under the laws of the State of New York, with an office and place of business located at 1501 Pittsford Victor Road, Victor, New York 14564, party of the second part.

WITNESSETH, that the party of the first part, in consideration of ONE AND NO/100 DOLLAR (\$1.00) lawful money of the United States, and other good and valuable consideration, paid by the party of the second part, do hereby grant and release unto the party of the second part, his successors and assigns forever,

ALL THAT TRACT OR PARCEL OF LAND, described in Schedule A attached hereto and made a part hereof.

This conveyance is made and accepted subject to all public utility easements, easements, covenants and restrictions of record affecting said premises, if any.

Being and hereby intending to convey a portion of the same premises conveyed to the party of the first part by deed recorded in the Monroe County Clerk's Office on _____, 2021 in Liber _____ of Deeds, page _____.

Tax Account No.:

Tax Mailing Address:

Together with the appurtenances and all the estate and rights of the party of the first part in and to said premises.

To have and to hold the premises herein granted unto the party of the second part, his successors and assigns forever.

And said party of the first part covenant as follows:

FIRST. That the party of the second part shall quietly enjoy the said premises.

SECOND. That said party of the first part will forever warrant the title to said premises.

THIRD. That, in compliance with Sec. 13 of the Lien Law, the grantors will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

IN WITNESS WHEREOF, the party of the first part have hereunto set their hands and seals the day and year first above written.

PRIDE MARK HOMES, INC.

By: _____
James P. Barbato, President

STATE OF NEW YORK)

) ss.:

COUNTY OF MONROE)

On _____, 202__, before me, the undersigned, a Notary Public in and for said State, personally appeared James P. Barbato, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public



Contents

1. Site Work	1
2. Foundation	1
3. Wood Floor Framing.....	6
4. Walls.....	9
5. Roofs.....	18
6. Plumbing.....	22
7. Electrical	24
8. Interior Climate Control.....	25
9. Interior.....	28
10. Floor Finishes	35
11. Fireplace	39
12. Landscaping.....	41
13. Wood Deck	42
14. Miscellaneous	44
15. Structural System	45

1. Site Work

1-1

1 yr.

Observation: The ground has settled around the foundation, over utility trenches, or in other areas.

Performance Guideline: Settling of ground around foundation walls, over utility trenches, or in other filled areas shall not interfere with water drainage away from the home.

Corrective Measure: If the contractor has provided final grading, upon request by the owner, the contractor will fill settled areas affecting proper drainage in excess of six inches, one time only during the warranty period. The owner will be responsible for removal and replacement of shrubs and other landscaping affected by the placement of such fill.

1-2

None

Observation: The site does not drain properly.

Performance Guideline: The necessary grade and swales shall have been established by the contractor to ensure proper drainage away from the home. Standing or ponding water shall not remain for extended periods in the immediate area of the house after a rain (generally no more 24 hours), except in swales that drain other areas or in areas where sump pumps discharge. In these areas a longer period can be anticipated (generally no more than 48 hours). The owner should anticipate the possibility of standing water after an unusually heavy rainfall. No grading determination shall be made while frost or snow is on ground or while the ground is saturated.

Corrective Measure: The contractor is responsible only for initially establishing the proper grades and swales. The owner is responsible for maintaining such grades and swales once the contractor has properly established them.

1-3

None

Observation: The site has soil erosion.

Performance Guideline: Contractor is not responsible for soil erosion due to acts of God, or other conditions beyond the contractor's control.

Corrective Action: No action required.

2. Foundation

ARTICLE

WARRANTY PERIOD

2-1

General

1 yr.

Observation: The foundation is out of square.

Performance Guideline: As measured at the top of the foundation wall, the diagonal of a triangle with sides of 12 feet and 16 feet shall be no more than 1 inch in 20 feet, unless the owner and contractor agree to intentionally build an addition to an existing structure out of square in order to match or compensate for inaccuracies in the existing structure.

Corrective Measure: The contractor will make necessary modifications to any foundation not complying with the performance guidelines for squareness to provide a satisfactory appearance. The contractor may square the first floor deck by cantilevering over the foundation where out of square.

Discussion/Helpful Hints: Squareness is primarily an aesthetic consideration. Regularly repeated geometric patterns in floor and ceiling coverings show a gradually increasing or decreasing pattern along an out-of-square wall. The guideline tolerance of plus or minus 1 inch in the diagonal allows a maximum increasing or decreasing portion of about 3/8 inch in a 12-foot wall of a 12 x 16-foot room. However, a contractor and client may agree to build an addition out of square in order to keep a new exterior wall on line with an existing wall of an out-square house. The corrective measure emphasizes the primarily aesthetic nature of squareness and makes the criteria for correction "a satisfactory appearance." This criterion allows the contractor to make either a structural change, if the defect is discovered in time, or some cosmetic change to hide the defect, if the construction is in the finishing stages when the defect is discovered.

2-2

1 yr.

Observation: The foundation is out of level.

Performance Guideline: As measured at the top of the foundation wall, no point shall be more than $\frac{3}{8}$ inch higher or lower than any point within 20 feet, unless the owner and contractor agree to intentionally build an addition to an existing structure out of level in order to match or compensate for inaccuracies in the existing structure.

Corrective Measure: The contractor will make necessary modifications to any foundation not complying with the performance guidelines for levelness to comply with the performance guideline. This can be affected by leveling the sills with shims, mortar, or appropriate fillers.

Discussion/Helpful Hints: Levelness is both an aesthetic and functional consideration. Out of level floors can cause "stan stepping" of 4 x 8-foot sheathing, siding, paneling and cabinets, and square walls must be "racked" into parallelograms when plumbing is installed.

Liquids can run off counter tops, and, in extreme cases, people will perceive that they are walking up or downhill. The contractor and the owner may agree to build an addition out of level in order to keep the floor of an addition on the same plane, and the roof ridge on the same line, as those of an existing, out-of-level structure.

2-3

None

Observation: Efflorescence is present on surface of basement floors.

Performance Guideline: This is a normal condition.

Corrective Measure: None.

2-4

Slab and Basement Floor

None

Observation: Concrete slabs within the structure have separated or moved at expansion and contraction joints.

Performance Guideline: Concrete slabs within the structure are designed to move at expansion and contraction joints.

Corrective Measure: None.

2-5

1 yr.

Observation: Concrete floors or slabs are uneven.

Performance Guideline: Except for basement floors or where a floor or portion of floor has been designed for specific drainage purposes, concrete floors in rooms designed for habitability shall not have pits, depressions, or areas of unevenness exceeding $\frac{1}{4}$ inch in 32 inches.

Corrective Measure: The contractor will correct or repair the floor to meet the performance guideline.

2-6

1 yr.

Observation: The basement floor is cracked.

Performance Guideline: Minor cracks in concrete basement floors are normal. Cracks exceeding $\frac{3}{16}$ inch in width or $\frac{1}{8}$ inch in vertical displacement shall be repaired.

Corrective Measure: The contractor will repair cracks that do not meet the performance guideline.

Discussion/Helpful Hints: Proper repair can be affected by thoroughly cleaning, filling, and troweling the surface using a latex-fortified cement mixture or other materials designed to fill cracks and bond concrete. Color and texture variation will vary with repair.

2-7

1 yr.

Observation: Pitting, scaling or spalling of concrete work covered by this Limited Warranty.

Performance Guideline: Concrete surfaces shall not disintegrate to the extent that the aggregate is exposed and loosened under normal conditions of weathering and use.

Corrective Measure: Contractor will take whatever corrective action necessary to repair defective concrete surfaces. Contractor is not responsible for deterioration caused by salt, chemicals, mechanical implements and other factors beyond its control. Contractor will not be responsible for color variation between existing and new patching material.

2-8

Slab-on-Grade Floor

1 yr.

Observation: Cracks have developed in concrete slab-on-grade floors with finished flooring.

Performance Guideline: Cracks that rupture the finished flooring material shall be repaired.

Corrective Measure: The contractor will repair cracks, as necessary, and repair the finish flooring to match existing as close as possible.

Discussion/Helpful Hints: Proper repair can be affected by thoroughly cleaning, filling, and troweling the surface using a latex-fortified cement mixture or other materials designed to fill cracks and bond concrete. Color and texture variation will vary with repair.

2-9

1 yr.

Observation: Concrete in slab-on-grade floor is cracked (horizontal or vertical separation).

Performance Guideline: Cracks in slab-on-grade floors shall not exceed 3/16 inch in width or 1/8 in vertical displacement.

Corrective Measure: The contractor will repair cracks to meet the performance guideline.

Discussion/Helpful Hints: Proper repair can be affected by thoroughly cleaning, filling, and troweling the surface using a latex-fortified cement mixture or other materials designed to fill cracks and bond concrete. Color and texture variations will vary with repair.

Basement Wall

2-10

Concrete Block

1 yr.

Observation: Concrete block basement wall is cracked.

Performance Guideline: Cracks in concrete block basement walls shall not exceed 1/8 inch in width.

Corrective Measure: The contractor will repair cracks to meet the performance guideline.

Discussion/Helpful Hints: Proper repair can be affected by thoroughly cleaning, filling, and troweling the surface using a latex-fortified cement mixture or other materials designed to fill cracks and bond concrete. Shrinkage cracks are not unusual and are inherent in the drying process. They should be expected in basement walls due to the nature of masonry block and concrete. Cracks may be vertical, diagonal, and horizontal, including stepped masonry joints. The only cracks considered under warranty claims are cracks that permit water penetration or horizontal cracks that cause a bow in the wall.

2-11

1 yr.

Observation: Concrete block basement wall is out of plumb.

Performance Guideline: Block concrete walls shall not be out of plumb greater than 3/4 inch in 8 feet when measured from the base to the top of the wall.

Corrective Measure: The contractor shall repair any deficiencies in excess of the performance guideline. If the wall is to remain unfinished per contract, and the wall meets building codes as evidenced by passed inspections, then no corrective action is required.

2-12

1 yr.

Observation: Concrete block basement wall is bowed.

Performance Guideline: Block concrete walls shall not bow in excess of 1 inch in 8 feet when measured from a plumb line.

Corrective Measure: The contractor shall repair any deficiencies in excess of the performance guideline. If the wall is to remain unfinished per wall meets building codes as evidenced by passed inspections, then no corrective action is required.

2-13

Poured Concrete (Walls)

1 yr.

Observation: Exposed concrete wall has hole in it.

Performance Guideline: Holes larger than 3/8 inch in diameter or 3/8 inch in depth are unacceptable.

Corrective Measure: The contractor will repair holes that do not meet the performance guideline.

Discussion/Helpful Hints: Proper repair can be affected by thoroughly filling the hole. The repaired area will not match the color of the surrounding concrete.

2-14

1 yr.

Observation: Poured concrete or pre-cast basement wall is out of plumb.

Performance Guideline: Concrete walls shall be out of plumb greater than of 1 1/2 inches in 8 feet when measured from the base to top of the wall.

Corrective Measure: The contractor shall repair any deficiencies in excess of the performance guideline. If the wall is to remain unfinished per contract, and the wall meets building codes as evidenced by passed inspections, then no corrective action is required.

2-15

1 yr.

Observation: Poured concrete or pre-cast basement wall is bowed.

Performance Guideline: Concrete walls shall not bow in excess of 1 inch in 8 feet when measured from a plumb line.

Corrective Measure: The contractor shall repair any deficiencies in excess of the performance guideline. If the wall is to remain unfinished per contract, and the wall meets building codes as evidenced by passed inspections, then no corrective action is required.

2-16

1 yr.

Observation: The basement wall is cracked (horizontal or vertical separation).

Performance Guideline: Cracks in basement walls shall not allow exterior water to leak into the basement.

Corrective Measure: The contractor will repair cracks that do not meet the performance guideline when leaks are present.

Discussion/Helpful Hints: Shrinkage cracks are not unusual and are inherent in the drying process. They should be expected in basement walls due to the nature of masonry block and concrete. Cracks may be vertical, diagonal, horizontal. The only cracks considered under warranty claims are cracks that permit water penetration or horizontal cracks that cause a bow in the wall.

Basement Floor and Walls

2-17

Moisture and Leaks

None

Observation: Dampness is evident on basement walls or floor.

Performance Guideline: Dampness caused by wicking through the basement walls or floor and condensation of water vapor on cool walls are not the responsibility of the contractor

Corrective Measure: None. Dampness prevention is the responsibility of the owner.

Discussion/Helpful Hints: The owner's failure to maintain positive drainage away from the house can contribute to dampness. Condensation also contributes to dampness. Homeowners are suggested to use a dehumidifier when necessary.

2-18

1 yr.

Observation: The basement leaks.

Performance Guideline: Leaks resulting in actual trickling of water shall be repaired. Leaks caused by landscaping improperly installed by the owner, or by the failure of the owner to maintain proper grades, are not the contractor's responsibility. Walls and floors of new construction may become damp as concrete, mortar, and other materials dry, and dampness alone is not considered a deficiency.

Corrective Measure: The contractor will take such action as necessary to correct basement leaks, except where the cause is determined to result from the owner's actions or negligence.

2-19

Crawl Space

1 yr.

Observation: Flowing or trickling water appears on interior crawl space horizontal surface.

Performance Guideline: Crawl spaces should be graded and drained properly to prevent water from accumulating deeper than 3/4 inch and larger than 36 inches in diameter in the crawl space area.

Corrective Measure: The contractor will take the necessary corrective measures to create positive flow within the crawl space to discharge to the exterior of the structure.

2-20

None

Observation: Condensation is evident on the walls, earth, or floor insulation in the crawl space or basement.

Performance Guideline: Condensation in the crawl space shall not result from lack of adequate ventilation as required by code. Condensation resulting from other causes is not the responsibility of the contractor.

Corrective Measure: The contractor will ensure that ventilation meets the appropriate code requirements. Further reduction of condensation is an owner maintenance responsibility.

Discussion/Helpful Hints: Temporary conditions may cause condensation that cannot be eliminated by ventilation and a vapor barrier because:

- Night air gradually cools the interior surfaces of the crawl space. In the morning, moisture picked up by sun-warmed air is carried into the crawl space and condenses on cool surfaces.
- At night, outside air may rapidly cool foundation walls and provide a cool surface on which moisture may condense.
- If the house is left unheated in the winter, the floors and walls may provide cold surfaces on which moisture in the warmer crawl space air may condense.
- Excessive moisture inside a heated house may hit the dew point within or on the colder bottom surface of vapor-permeable floor insulation. The condensation can be reduced by placing a vapor barrier between the insulation and the floor sheathing. If condensation must be entirely eliminated, the owner can do so by sealing and dehumidifying or heating the crawl space, or by heating the dehumidifying the house.

2-21

Columns and Beams

1 yr.

Observation: Concrete columns are bowed or out of plumb.

Performance Guideline: Concrete columns shall not bow in excess of 1 inch in 8 feet. They should not be out of plumb in excess of 1/4 inch in 12 inches when measured from the base to the top of the column, not to exceed 1 1/2 inches in 8 feet.

Corrective Measure: The contractor shall repair any deficiencies in excess of the performance guideline.

2-22

1 yr.

Observation: Steel columns are out of plumb.

Performance Guideline: Steel columns shall not be out of plumb in excess of 1/8 inch in 12 inches when measured from the base to the top of the column.

Corrective Measure: The contractor shall repair any deficiencies in excess of the performance guideline.

2-23 Concrete Stoops, Steps and Sidewalks 1 yr.

Observation: Concrete stoops, attached porches and garage steps have settled, heaved, or separated from the house structure.

Performance Guideline: Stoops and steps shall not settle, heave, or separate in excess of 1 inch from the house structure. Attached porches and garages shall not settle, heave or separate in excess of 1/2" from the house structure.

Corrective Measure: The contractor will take whatever corrective action is required to meet the performance guideline.

2-24 1 yr.

Observation: Water remains on stoops or steps after rain has stopped.

Performance Guideline: Water shall drain off outdoor stoops and steps. Minor amounts of water can be expected to remain on stoops and steps for up to 24 hours after rain.

Corrective Measure: The contractor will take corrective action to assure proper drainage of stoops and steps.

2-25 Garage 1 yr.

Observation: The garage floor slab is cracked.

Performance Guideline: Cracks in concrete garage floor greater than 3/16 inch in width or 1/8 width in vertical displacement are excessive.

Corrective Measure: The contractor shall repair to meet the performance guideline.

Discussion/Helpful Hints: Proper repair can be affected by thoroughly cleaning, filling and troweling the surface using latex-fortified cement mixture or other materials designed to fill cracks and bond concrete.

2-26 1 yr.

Observation: Garage concrete floor has settled, heaved, or separated.

Performance Guideline: The garage floor shall not settle, heave, or separate in excess of 3/4 inch from the structure.

Corrective Measure: The contractor will take whatever corrective action is required to meet the performance guideline.

Discussion/Helpful Hints: Scaling may appear and is commonly on concrete garage floors or other areas exposed to Magnesium Chloride used in road de-icing and other outside sources. This has been determined not to be a warranty issue caused by labor or material. Repairs will be at the homeowner's expense.

3. Wood Floor Framing**ARTICLE****WARRANTY PERIOD****3-1 Beams 1 yr.**

Observation: Springiness, bounce, shaking, or visible sag is observed in floor or roof.

Performance Guideline: All beams, joists, rafters, headers, and other structural members shall be sized, and fasteners spaced, according to the National Forest Products Association span tables, or local building codes.

Corrective Measure: The contractor will reinforce or modify, as necessary, any floor, wall, ceiling, or roof not meeting the performance guideline.

Discussion/Helpful Hints: Deflection may indicate insufficient stiffness in the lumber, or may reflect an aesthetic consideration independent of the strength and safety requirements of the lumber. Joist and rafters are required to meet standards for both stiffness and strength. The span tables allow, under full design loadings, a maximum deflection equal to 1/360 of the span for floor and ceiling joists (3/8 inch in 12 feet), 1/240 for rafters up to 3/12 in pitch (1/2 inch in 12 feet), and 1/180 for rafters over 3/12 in pitch (3/4 inch in 12 feet). Individual clients may not be satisfied with the deflection limits built into the tables. When a customer's preference is made known before construction, the contractor and the owner may agree upon a higher standard.

3-2

1 yr.

Observation: Wood beam or post is split.

Performance Guideline: Beams and posts, especially those 3 1/2 inches or greater in thickness (which normally are not kiln dried) will sometimes split as they dry subsequent to construction. Such splitting is usually not a structural concern if posts and beams have been sized according to National Forest Products Association span tables. Unfilled splits exceeding 1/4 inch in width and all splits exceeding 3/8 inch in width are unacceptable.

Corrective Measure: The contractor will repair or replace any beam or post with a defect that does not meet the guideline. Filling splits is acceptable for widths up to 3/8 inch.

Discussion/Helpful Hints: Some characteristics of drying wood are beyond the control of the contractor and cannot be prevented. Compensation is made in span tables for the probable reduction in strength resulting from splitting caused by drying. Therefore, splitting is primarily an aesthetic concern rather than a structural problem. Checks and splits which occur during the drying of lumber have the effect of reducing the area in the plane of shear resistance. Consequently, laboratory data developed for shear parallel to grain are reduced substantially for design purposes in order to accommodate the probability of the occurrence of checks and splits after drying. See Wood Structural Design Data.3

3-3

1 yr.

Observation: Wood beam or post is twisted or bowed.

Performance Guideline: Beams and posts, especially those 3 1/2 inches or greater in thickness (which normally are not kiln dried) will sometimes twist or bow as they dry subsequent to construction. Twisting or bowing are usually not a structural concern if posts and beams have been sized according to National Forest Association span tables.4 Bows and twists exceeding 3/4 inch in an 8-foot section are unacceptable.

Corrective Measure: The contractor will repair or replace any beam or post with a defect that does not meet the guideline.

3-4

1 yr.

Observation: Wood beam or post is cupped.

Performance Guideline: Beams and posts, especially those 3 1/2 inches or greater in thickness (which normally are not kiln dried) will sometimes cup as they dry subsequent to construction. Cupping is usually not a structural concern if posts and beams have been sized according to National Products Association span tables.5 Cups exceeding 1/4 inch in 5 1/2 inches are unacceptable.

Corrective Measure: The contractor will repair or replace any beam or post with a defect that does not meet the guideline.

3-5

Plywood and Joists

1 yr.

Observation: Floors squeak or the subfloor appears loose.

Performance Guideline: Squeaks caused by a loose sub floor are unacceptable, but totally squeak-proof floors cannot be guaranteed.

Corrective Measure: The contractor will refasten any loose sub floor or take other corrective action to eliminate squeaking to the extent possible within reasonable repair capability without removing floor and ceiling finishes.

Discussion/Helpful Hints: Floor squeaks may occur when a sub floor that has come loose from the joists is deflected by the weight of a person or household possessions and rubs against the nails that hold it in place. The sub floor or joists may be bowed, and the nails also may be expelled from the wood during drying. Movement may occur between the joist and bridging or other floor members when one joist is deflected while the other members remain stationary. Gluing the sub floor is an acceptable method of code compliance in certain jurisdictions. Renailing floor joists with ring-shank nails will also substantially reduce severe floor squeaks. Because the performance guideline requires the contractor to make a reasonable attempt to eliminate squeaks without requiring removal of floor and ceiling finishes, nailing loose sub flooring with casing nails into the carpet surface and countersinking the head is an acceptable practice.

3-6

1 yr.

Observation: Wood floors are uneven.

Performance Guideline: Floors shall not have more than a 1/4-inch ridge or depression within any 32-inch measurement. Allowable floor and ceiling joist deflections are governed by the local approved building codes.

Corrective Measure: The contractor will correct or repair to meet the performance guideline.

3-7

1 yr.

Observation: Wood floor is out of square.

Performance Guideline: The diagonal of a triangle with sides of 12 feet and 16 feet along the edge of the floor shall be no more than 1/2 inch more nor less than 20 feet. For remodeling projects, the owner and the contractor may agree to build a wood floor out of square in order to match or otherwise compensate for preexisting conditions.

Corrective Measure: The contractor will make the necessary modifications to any floor not complying with the performance guideline for squareness.

Discussion/Helpful Hints: Squareness is primarily an aesthetic consideration. Regularly repeated geometric patterns in floor and ceiling coverings show a gradually increasing or decreasing pattern along an out-of-square wall. The guideline tolerance of plus or minus 1/2 inch in the diagonal allows a maximum increasing or decreasing portion of about 3/8 inch in a 12-foot or a 12 x 16-foot room. However, a contractor and client may agree to build an addition out of square in order to keep a new exterior wall on line with an existing wall of an out-of-square house. The corrective measure emphasizes the primarily aesthetic nature of squareness and makes the criteria for correction "a satisfactory appearance." This criterion allows the contractor to make either a structural change, if the defect is discovered in time, or some cosmetic change to hide the defect if the construction is in the finishing stages when the defect is discovered.

3-8

1 yr.

Observation: Wood floor is out of level.

Performance Guideline: No point on the surface of a wood floor shall be more than 1/2 inch higher or lower than any other point on the surface within 20 feet, or proportional multiples of the preceding dimensions. For remodeling projects, the owner and the contractor may agree to build wood floor out of level in order to match or otherwise compensate for preexisting conditions.

Corrective Measure: The contractor will make the necessary modifications to any floor not complying with the performance guideline for levelness. Allowances should be allowed for shrinkage, cantilevers, and concentrated loads.

Discussions/Helpful Hints: Levelness is both aesthetic and functional consideration. Out of level floors can cause "stan stepping" of 4 x 8-foot sheathing, siding, panelling and cabinets, and square walls must be "racked" into parallelograms when plumbing is installed. Liquids can run off counter tops, and, in extreme cases, people will perceive that they are walking up or downhill. The contractor and the owner may agree to build an addition out of level in order to keep the floor of an addition on the same plane, and the roof ridge on the same line, as those of an existing, out-of-level structure.

3-9

1 yr.

Observation: Excessive deflection observed in floor or roof constructed of wood I-joist.

Performance Guideline: All beams, joists, rafters, headers, and other structural members constructed of wood I-joists shall be sized, and fasteners spaced, according to manufacturers specifications for size, length and spacing.

Corrective Measure: The contractor will reinforce or modify, as necessary, any floor, wall, ceiling, or roof not meeting the performance guideline.

Discussion/Helpful Hints: Deflection may indicate an aesthetic consideration independent of the strength and safety requirements of the lumber. When a customer's preference is made known before construction, the contractor and the owner may agree upon a higher standard in writing.

3-10

Remodeling Projects Only

1 yr.

Observation: Wood flooring is unlevel at transition from existing floor to room addition floor.

Performance Guideline: Flooring at transition area shall not slope more than 1/8 inch over 6 inches unless a threshold is added. Overall step down, unless previously agreed upon with the contractor shall not exceed 1 1/8 inches. Seasonal changes are not a defect.

Corrective Measure: The contractor will add threshold or transition material, or pull up the flooring and reduce the high spot, or if possible, shim under new framing to bring floor within guideline.

Discussion/Helpful Hints: All floor joists shrink both seasonally and when aging. After installation, 2 x 12s can shrink up to 1/2 inch. If the flooring sub floor or underlayment has not purposely overlapped onto the existing floor such a gap is not a defect but a natural result of the aging process of wood. The drier the house, the more the shrinkage. Floors will slope along the floor joist span which according to some codes can sag up to 1/2 inch over fifteen foot spans when under load and more in older homes due to sag plus loading. This will cause a hump at the junction of the old to new. Also if flooring comes in perpendicular to each other, the first floor joist running parallel to the old outside wall can fall thru 1/2 inch out to the first parallel joist or 14 1/2 inches. If the addition also has parallel joists, the hump can appear as a 1 inch gap at the end of a yardstick when held centered at the old house line.

4. Walls

ARTICLE

WARRANTY PERIOD

4-1

Structural

1 yr.

Observation: Wood framed walls are out of plumb.

Performance Guideline: Wood framed walls shall not be more than 3/4 inch out of plumb for any 96-inch vertical measurement.

Corrective Measure: The contractor will repair to meet the performance guideline.

4-2

1 yr.

Observation: The walls are bowed.

Performance Guideline: All interior and exterior walls have slight variances in their finished surface. Walls shall not bow more than 1/2 inch out of line within any 32-inch horizontal measurement, or 1/2 inch within any 8-foot vertical measurement.

Corrective Measure: The contractor will repair to meet the performance guideline.

4-3

1 yr.

Observation: Exterior walls leak because of inadequate caulking.

Performance Guideline: Joints and cracks in exterior wall surfaces and around openings shall be properly caulked to prevent the entry of water.

Corrective Measure: The contractor will repair or caulk joints and cracks in exterior wall surfaces as required to correct deficiencies, one time only during the warranty period. Even when properly installed, caulking will shrink and must be maintained by the owner.

4-4

Observation: Characteristics such as knots, checks, splits and wane (barked edge) are seen in wood studs.

Performance Guideline: Characteristics such as knots, etc., should be limited to the provisions allowed by Western Wood Products Association or other appropriate grading associations.

Corrective Measure: Contractor shall replace any stud not meeting the performance guideline.

Discussion/Helpful Hint: Lumber of this grade is limited in characteristics that affect strength and stiffness not necessarily appearance.

4-5 Insulation**1 yr.****Observation:** Insulation is insufficient.**Performance Guideline:** The contractor shall install insulation according to R-Values designated in the contract documents.**Corrective Measure:** The contractor will install insulation to meet the performance guideline.**Discussion/Helpful Hints:** Proper installation shall include correct placement behind electrical boxes, backing studs, corner framing, and wiring.**4-6 Windows****1 yr.****Observation:** Windows are difficult to open or close.**Performance Guideline:** Windows should operate as according to manufacturers design.**Corrective Measure:** The contractor will correct or repair as required to meet the performance guideline.**4-7****None****Observation:** Window glass is broken and/or screens are damaged.**Performance Guideline:** None.**Corrective Measure:** Broken glass or screens not reported to the contractor prior to closing are the owner's responsibility.**4-8****None****Observation:** Scratches appear on surfaces of glass and mirrors.**Performance Guideline:** Glass or mirror surfaces shall not have scratches visible from 10 feet under normal lighting conditions.**Corrective Measure:** The contractor shall replace any scratched glass or mirror surface if noted at or before the acceptance of construction.**4-9****1 yr.****Observation:** During rains, water appears on interior corners of glazed window units.**Performance Guidelines:** Water leakage from improper installation is unacceptable.**Corrective Measure:** The contractor shall repair any deficiencies attributable to improper installation.**Discussion/Helpful Hints:** Leakage at the glazing interface is covered under the manufacturer's warranty.**4-10 Exterior Doors****1 yr.****Observation:** Exterior door are warped.**Performance Guideline:** Exterior doors shall not warp to the extent that they become inoperable, cease to be weather-resistant, or exceed National Wood Window and Door Association Standards of 1/4 inch measured diagonally from corner to corner.**Corrective Measure:** The contractor will correct or replace exterior doors that do not meet the performance guideline.**Discussion/Helpful Hints:** Exterior doors will warp to some degree because of the difference in the temperature between inside and outside surfaces. Warping may also be caused by improper or incomplete finishing of the door, including sides, top and bottom. The contractor is not responsible for warpage if painting of doors is not within contractor's scope of work.

4-11

None

Observation: Raw wood shows at the edges of inset panels on exterior doors.

Performance Guideline: Wooden panels will shrink and expand because of temperature and/or humidity changes, and may expose unpainted surfaces. This does not constitute a defect.

Corrective Measure: None

4-12

1 yr.

Observation: Door panel is split.

Performance Guideline: Split panels shall not allow light to be visible through the door.

Corrective Measure: The contractor will repair split panel that does not meet the performance guideline once during the warranty period.

4-13

1 yr.

Observation: Exterior door sticks.

Performance Guideline: Exterior doors shall operate smoothly, except that wooden exterior doors may stick during periods of high humidity.

Corrective Measure: The contractor will adjust or replace the door to meet the performance guideline.

Discussion/Helpful Hints: Exterior doors will warp to some degree because of the difference in the temperature between inside and outside surfaces. Warping may also be caused by improper or incomplete finishing of the door, including sides, top and bottom. The contractor is not responsible for warpage if painting of doors is not within contractor's scope of work.

4-14

1 yr.

Observation: Exterior Door will not shut completely.

Performance Guideline: Exterior doors shall shut completely.

Corrective Measure: The contractor will adjust or replace the door to meet the performance guideline.

Discussion/Helpful Hints: Exterior doors will warp to some degree because of the difference in the temperature between inside and outside surfaces. Warping may also be caused by improper or incomplete finishing of the door, including sides, top and bottom. The contractor is not responsible for warpage if painting of doors is not within contractor's scope of work.

4-15

None

Observation: Exterior door plastic moldings behind storm door become distorted from exposure to sunlight.

Performance Guideline: The plastic moldings behind the storm doors should not become distorted if the air space between the exterior door and the storm door is vented at the top and bottom.

Corrective Measure: None.

Discussion/Helpful Hints: Plastic moldings may become distorted if the prime door is covered by a storm door panel into the warm season, or if it faces the sun. This is not a defect of the door, but a problem caused by the addition of the storm panels. The owner is also cautioned to follow manufacturer's recommendations on painting on the moldings with a dark color, with or without the use of a storm panel. A dark color is generally likely to cause distortion and should be avoided.

4-16

1 yr.

Observation: Door swings open or closed by the force of gravity.

Performance Guideline: Exterior doors shall not swing open or closed by the force of gravity alone. For remodeling projects, this guideline does not apply where a new door is installed in an existing wall that is out of plumb.

Corrective Measure: The contractor will adjust the door to prevent it from swinging open or closed by the force of gravity.

4-17

1 yr.

Observation: Gaps are visible around exterior door edge, doorjamb, and threshold.

Performance Guideline: Gaps shall not vary greater than 3/16 inch.

Corrective Measure: The contractor will repair existing unit to meet performance guideline.

4-18

None

Observation: Exterior door hardware and kick plates and fasteners are tarnished.

Performance Guideline: Finishes on door hardware installed by contractor are covered by manufacturer's warranty.

Corrective Measure: None.

4-19

1 yr.

Observation: Sliding patio door or screen will not stay on track or roll smoothly.

Performance Guideline: Sliding patio doors and screens shall slide properly and roll smoothly on their tracks at the time the job is accepted. The cleaning and maintenance necessary to preserve proper operation are an owner responsibility.

Corrective Measure: The contractor shall repair once during the warranty period.

Discussion/Helpful Hints: Proper operation should be verified by the owner and the contractor at the time the job is accepted.

Exterior Finish

4-20

Wood and Hardboard Lap Siding

None

Observation: Siding is bowed.

Performance Guideline: Bows exceeding 1/2 inch in 32 inches are unacceptable.

Corrective Measure: The contractor will replace any wood lap siding with bows that does not meet the performance guideline, and finish replacement siding to match the existing siding as closely as practical.

Discussion/Helpful Hints: If the siding is held by nails into studs, expansion caused by increasing relative humidity may cause bulges or waves. Even with proper installation, siding will tend to bow inward and outward in adjacent stud spaces.

4-21

None

Observation: Siding end gaps are visible.

Performance Guideline: End gaps wider than 3/16 inch are unacceptable.

Corrective Measure: The contractor will repair end gaps that do not meet the performance guideline.

Discussion/Helpful Hints: Proper repair can be affected by providing joint covers or by caulking the gap. If the siding painted, the contractor will paint the new caulking to match existing as close as possible.

4-22

1 yr.

Observation: Siding is not installed on a straight line.

Performance Guideline: Any piece of lap siding than 1/2 inch off parallel in 20 feet with contiguous courses is unacceptable, unless the owner and the contractor have previously agreed to disregard the performance guideline to match a preexisting structural condition.

Corrective Measure: The contractor will reinstall siding to meet the performance guideline for straightness, and replace any siding damaged during removal with new siding.

Discussion/Helpful Hints: For remodeling projects, if the contractor and the owner have agreed that the floor of an addition is to be on a different plane from an existing floor (e.g., out of level), the siding on the addition may not be parallel and in line with the existing siding.

4-23

1 yr.

Observation: Face nails are excessively countersunk into hardboard surface.

Performance Guideline: Siding nails should not be countersunk to expose visible fiber of hardboard siding.

Corrective Measure: The contractor shall repair as necessary to meet performance guideline.

Discussion/Helpful Hints: If visible fiber of hardboard siding is exposed, paint surface to coat 1/16 to 1/8 inch, caulk and touch-up paint, if countersunk in excess of 1/8 inch, caulk and add an additional nail flush to the surface.

4-24

Tongue and Groove Wood Siding

1 yr.

Observation: Siding is buckled.

Performance Guideline: Siding that projects more than 3/16 inch from the face of adjacent siding is unacceptable.

Corrective Measure: The contractor will repair or replace any siding not meeting the performance guideline.

Discussion/Helpful Hints: Buckling is caused by increasing relative humidity, which causes the siding to expand. It can be prevented by leaving space between the tongues and grooves for siding to expand, and by leaving the siding outside for a few days to allow it to adjust to the ambient humidity prior to installation.

4-25

None

Observation: Nails have stained siding.

Performance Guideline: Stains exceeding more than 1/2 inch from the nail and readily visible from a distance of more than 20 feet are unacceptable. This performance guideline does not apply if "natural weathering" or semi-transparent stain is specified for the job.

Corrective Measure: The contractor can choose either to remove stains that do not meet the performance guideline, or to touch-up, paint, or stain the affected area.

Discussion/Helpful Hints: Stains may be from oxidation of nails or leaching of extractives from the wood. Using a galvanized nail (even double hot-dipped) will not necessarily prevent staining. Clear water-repellent sealer applied immediately after installation of siding will retard leaching and rusting.

4-26

Wood Shake Siding

1 yr.

Observation: Cedar shakes or shingles have "bled" through paint or stain applied by contractor.

Performance Guideline: Resins and extractives bleeding through paint or stain, or blackening of shanks or shingles are unacceptable. This performance guideline does not apply if "natural weathering" or semi-transparent stain is specified for the job.

Corrective Measure: One time during the warranty period the contractor will clean and treat shakes to provide a reasonable appearance and reduce further bleeding.

4-27 Plywood or Other Veneer Siding 1 yr.
Observation: Siding has delaminated.

Performance Guideline: Siding shall not delaminate.

Corrective Measure: The contractor will replace delaminated siding that is not covered under manufacturer's warranty, unless the delamination was caused by the owner's actions or negligence. The repaired area may not precisely match the original siding.

4-28 1 yr.
Observation: Joints between siding have separated.

Performance Guideline: Joint separations exceeding 3/16 inch are unacceptable.

Corrective Measure: The contractor will caulk or repair siding as necessary to fill the joint. The repaired area may not match the original siding precisely.

4-29 None
Observation: Siding is bowed.

Performance Guideline: Bows exceeding 1/2 inches are unacceptable over 32" run.

Corrective Measure: The contractor will install additional nails in siding to meet acceptable nailing schedules and will replace any siding that does not meet the guideline because of bows.

Discussion/Helpful Hints: Some waviness in siding is to be expected because of bows in studs. However, proper nailing of siding will straighten most bows.

4-30 Vinyl Exterior Siding 1 yr.
Observation: Siding is bowed or wavy.

Performance Guideline: Some waviness in lap siding is to be expected because of bows in studs. Thermal expansion waves or distortions in vinyl lap siding are unacceptable if they exceed 1/4 inch in 16 inches.

Corrective Measure: The contractor will correct any thermal expansion waves or distortions to comply with the performance guideline by reinstalling or replacing siding as necessary.

Discussions/Helpful Hints: This problem with vinyl siding is caused by the siding being nailed too tightly to the house instead of loosely "hung" in the center of the nail slots, or by not allowing adequate room for the siding to expand at the ends.

4-31 Vinyl and Fiber Cement Exterior Siding
Observation: Siding color is faded.

Performance Guideline: Gradual fading or change in color caused by sunlight occurs in nearly all sidings and cannot be prevented by the contractor.

Corrective Measure: None

4-32 1 yr.
Observation: Siding is loose from house and/or nails/fasteners are coming loose.

Performance Guideline: The contractor shall follow manufacturer's recommendations/specification for proper installation.

Corrective Measure: Contractor shall correct any improperly installed siding or trim.

4-33

1 yr.

Observation: Siding courses are not parallel with eaves or wall openings.

Performance Guideline: Any piece of siding more than 1/2 inch off parallel in 20 feet with contiguous courses, or contiguous break such as a soffit line, is unacceptable, unless the owner and the contractor have previously agreed to disregard the performance guideline to match a preexisting structural condition.

Corrective Measure: The contractor will reinstall siding to comply with the performance guideline and replace any siding damaged during removal with new siding.

Discussion/Helpful Hints: For remodeling projects, if the contractor and the owner agree that the floor of an addition is to be on a different plane from the existing floor (for example, a pre-existing out of level condition), the siding on the addition may not be parallel and in line with existing siding.

4-34

1 yr.

Observation: Siding nails show under windows, doors, or eaves.

Performance Guideline: All facing nails shall be of a color to match the siding or trim they affix. No nail heads in the field of the sidings shall be exposed.

Corrective Measure: The contractor will install trim as necessary to cover the nails.

4-35

1 yr.

Observation: Siding or trim/accessories are separating from caulking at windows or other wall openings.

Performance Guideline: Siding trim accessories shall be properly installed as per manufacturer's specifications and shall not separate from caulking at windows or other wall openings during the warranty period.

Corrective Measure: The contractor will repair or re-caulk as necessary to eliminate the separation.

4-36

1 yr.

Observation: Siding is chipped, cracked or cut crooked.

Performance Guideline: Siding shall be straight, plumb, and free from damage. Crooked cuts greater than 1/8 inch from true are not acceptable.

Corrective Measure: The contractor will repair or replace siding with visible crooked cuts.

4-37

Masonry and Veneer

1 yr.

Observation: Masonry or veneer walls are cracked.

Performance Guideline: Cracks greater than 1/4 inch in width are not acceptable.

Corrective Measure: The contractor will repair cracks in excess of the performance guideline by tuck pointing, patching or painting. The contractor will not be responsible for color variation between original and new mortar.

Discussion/Helpful Hints: Small hairline cracks resulting from shrinkage are common in mortar joints in masonry construction.

4-38

1 yr.

Observation: Exterior cut bricks are of different thickness below openings.

Performance Guideline: Cut bricks used in the course directly below an opening shall not vary from one another in thickness by more than 1/4 inch.

Corrective Measure: The contractor will rebuild the wall as necessary to meet the performance guideline.

4-39

1 yr.

Observation: Masonry or brick veneer courses are not straight.

Performance Guideline: No point along the bottom of any course shall be more than 1/4 inch higher or lower than any other point within 10 feet along the bottom of the same course, or 1/2 inch in any length, except that the owner and the contractor may agree to match or otherwise compensate for preexisting conditions.

Corrective Measure: The contractor will rebuild the wall as necessary to meet the performance guideline.

4-40

1 yr.

Observation: Mortar stains on exterior walls.

Performance Guideline: Exterior brick and stone shall be free from mortar stains detracting from the appearance of the finished wall when viewed from a distance of 20 feet.

Corrective Measure: The contractor will clean the stains to meet the performance guideline.

4-41

None

Observation: Efflorescence is present on masonry or mortar surfaces.

Performance Guideline: This is a normal condition.

Corrective Measure: None

4-42

Stucco and Parge

1 yr.

Observation: Exterior stucco wall surfaces are cracked.

Performance Guideline: Cracks in exterior stucco wall surfaces shall not exceed 1/8 inch in width.

Corrective Measure: The contractor will repair cracks exceeding 1/8 inch in width once during the warranty period.

Discussion/Helpful Hints: "Stucco" includes cementitious coatings and similar synthetically based finishes.

4-43

None

Observation: Colors of exterior stucco walls do not match.

Performance Guideline: The colors of new exterior stucco walls may not perfectly match the colors of old exterior stucco walls.

Corrective Measure: None

Discussion/Helpful Hints: Coloring of stucco is unique to field variables and it is impractical to achieve a color match between stucco coatings applied at different times.

4-44

None

Observation: Textures of finishes of exterior stucco walls do not match.

Performance Guideline: Texture of new exterior stucco walls may not perfectly match the textures of old exterior stucco walls.

Corrective Measure: None

4-45

1 yr.

Observation: Separation of coating from base on exterior stucco wall.

Performance Guideline: The coating shall not separate from the base on an exterior stucco wall during the warranty period.

Corrective Measure: The contractor will repair areas where the coating has separated from the base.

Discussion/Helpful Hints: Coloring stucco is unique to field variables and it is impractical to achieve a color match between stucco coatings applied at different times.

4-46 Exterior Trim**1 yr.****Observation:** Gaps show in exterior trim.**Performance Guideline:** Joints between exterior trim elements, including siding and masonry, shall not result in joints opened wider than 1/4 inch. In all cases the exterior trim shall perform its function of excluding the elements.**Corrective Measure:** The contractor will repair open joints that do not meet the performance guideline. Caulking is acceptable.**4-47****1 yr.****Observation:** Exterior trim boards are split.**Performance Guideline:** Splits wider than 1/8 inch are acceptable up to 1/8 of the length of the board. Splits wider than 1/8 inch for more than 1/8 of the board are unacceptable.**Corrective Measure:** The contractor will repair splits by filling with a permanent filler.**4-48****1 yr.****Observation:** Exterior trim boards are bowed or twisted.**Performance Guideline:** Bows and twists exceeding 3/8 inch in 8 feet are unacceptable.**Corrective Measure:** The contractor will repair defects that do not meet the performance guideline by refastening or replacing deformed boards.**4-49****1 yr.****Observation:** Exterior trim boards are cupped.**Performance Guideline:** Cups exceeding 3/16 inch in 5 1/2 inches are unacceptable.**Corrective Measure:** The contractor will repair defects that do not meet the performance guideline by refastening or replacing deformed boards.**4-50 Paint, Stain, and Varnish****1 yr.****Observation:** Exterior painting, staining, or refinishing is required because of repair work.**Performance Guideline:** Repairs required under these performance guidelines shall be finished to match the immediate surrounding areas as closely as practical.**Corrective Measure:** The contractor will finish repaired areas as indicated.**4-51****1 yr.****Observation:** Exterior paint or stain has peeled or physically deteriorated.**Performance Guideline:** Exterior paints and stains shall not fail during the warranty period.**Corrective Measure:** If exterior paint or stain has peeled or physically deteriorated, the contractor will properly prepare and refinish affected areas and match the color as closely as practical. Where deterioration of the finish affects more than 50 percent of the wall area, the contractor will refinish the entire wall.**4-52****None****Observation:** Exterior paint or stain has faded.**Performance Guideline:** Fading of exterior paints and stains is normal and the degree of fading depends on climatic conditions; more particularly in areas with more sun exposure.**Corrective Measure:** None

4-53

1 yr.

Observation: Mildew or fungus is visible on exterior painted surfaces.

Performance Guidelines: Painted or finished surfaces shall be free of observable mildew and fungus at the time the job is completed. However, mildew or fungus may form on painted surfaces over time because of warmth and moisture.

Corrective Measure: The contractor will remove mildew and fungus before completion of the job. Subsequent mildew or fungus formation is a condition the contractor cannot control. The owner is responsible for future cleaning of the painted item as necessary to prevent or remove mildew and fungus.

4-54

None

Observation: Varnish or lacquer finishes have deteriorated.

Performance Guideline: Clear finishes used on exterior surfaces may deteriorate rapidly. This is beyond the control of the contractor.

Corrective Measure: None

5. Roofs

5-1

Roof Structure

1 yr.

Observation: Roof or ceiling rafters bow.

Performance Guideline: Rafters that bow greater than 1 inch in 8 feet are considered excessive.

Corrective Measure: The contractor shall repair and deficiencies which do not meet the performance guideline.

5-2

Roof Sheathing

1 yr.

Observation: Roof sheathing is wavy or appears bowed.

Performance Guideline: Roof sheathing shall not bow more than 1/2 inch in 2 feet.

Corrective Measure: The contractor will straighten bowed roof sheathing or correct swollen joints as necessary to meet the performance guideline.

Discussion/Helpful Hints: The contractor usually can meet this performance guideline by using thicker plywood sheathing (either 1/2 inch or 5/8 inch span-rated, not 3/8 inch) with more plies (5, not 3) or wafer board and plywood clips (a) to align adjacent sheets between trusses or rafters and (b) to ensure room for expansion of the sheets. In rare instances, the contractor might have to install blocking between the trusses to straighten the sheathing.

5-3

Roof Vents

1 yr.

Observation: The attic vents or louvers leak.

Performance Guideline: Attic vents and louvers shall not leak. However, infiltration of wind-driven rain and snow are not considered leaks and are beyond the control of the contractor.

Corrective Measure: The contractor shall repair or replace the roof vents as necessary to meet the performance guideline.

Roof Installation and Leaks

5-4

Asphalt Shingles

1 yr.

Observation: The roof or flashing leaks.

Performance Guideline: Roofs and flashing shall not leak under normal conditions, except where the cause is determined to result from ice build-up or the owner's actions or negligence.

Corrective Measure: The contractor will repair any verified roof or flashing leaks not caused by ice build-up, leaves, debris, or the owner's actions or negligence.

5-5

None

Observation: Ice builds up on the roof.

Performance Guideline: During prolonged cold spells, ice is likely to build up at the eaves of a roof. This condition can naturally occur when snow and ice accumulate, and gutters and downspouts freeze up.

Corrective Measure: None. Prevention of ice build-up on the roof is an owner maintenance item.

5-6

1 yr.

Observation: Shingles have blown off.

Performance Guideline: Shingles shall not blow off in winds of less than the manufacturer's standards/specifications.

Corrective Measure: If shingles blow off in winds less than the manufacturer's standards/specifications, see manufacturer's warranty.

5-7

1 yr.

Observation: Shingles are not horizontally aligned.

Performance Guideline: Shingles should be installed according to the manufacturer's standards/specifications.

Corrective Measure: The contractor will remove shingles that do not meet the performance guideline, and replace them with new shingles that are properly aligned.

Discussion/Helpful Hints: For remodeling only, the owner and the contractor may agree prior to installation that the horizontal lines of shingles on the roof of an addition need not line up with those of the existing structure if the floors (and hence, the eaves and ridge) are not to be built on the same plane.

5-8

None

Observation: New shingles do not match existing shingles.

Performance Guideline: Because of weathering and manufacturing variations, the color of new shingles will not exactly match the color of existing shingles.

Corrective Measure: The contractor is not responsible for precisely matching the color of existing shingles.

5-9

None

Observation: Asphalt shingle edges or corners are curled or cupped.

Performance Guideline: Asphalt shingle edges and corners need not be perfectly fit. Shingles should be within manufacturer's standards/specifications.

Corrective Measure: None.

5-10

1 yr.

Observation: Asphalt shingles do not overhang edges of roof, or hang too far over edges of roof.

Performance Guideline: Asphalt shingles shall overhang roof edges by not less than 1/4 inch, and not more than 1 inch unless the manufacturer's standards/specifications indicate otherwise.

Corrective Measure: The contractor will reposition or replace shingles as necessary to meet the performance guideline.

5-11**1 yr.****Observation:** Shading or shadowing pattern appears on new shingle roof.**Performance Guideline:** Shading or shadowing is a defect only if it results from failure to use shingles of the type specified in the contract.**Corrective Measure:** The contractor will replace shingles not conforming to contractual requirements.**5-12****1 yr.****Observation:** Asphalt shingles have developed surface buckling.**Performance Guideline:** Asphalt shingle surfaces need not be perfectly flat. Buckling higher than 1/4 inch is considered excessive.**Corrective Measure:** The contractor will fix the affected shingles to meet the performance guideline.**5-13****1 yr.****Observation:** Sheathing nails have loosened from framing and raised asphalt shingles.**Performance Guideline:** Nails shall not loosen from roof sheathing to raise asphalt shingles from surface.**Corrective Measure:** The contractor shall repair all areas as necessary to meet the performance guideline.**5-14****1 yr.****Observation:** Roofing nails are exposed at ridge of roof or cut shingles on returns.**Performance Guideline:** Nail heads shall be sealed to prevent leakage.**Corrective Measure:** The contractor shall seal nail heads**5-15****1 yr.****Observation:** Holes from walk boards are visible in asphalt shingles.**Performance Guideline:** Holes from walk boards shall be flashed and sealed below the asphalt shingle tab to prevent leakage. If patch is visible from ground, the shingle should be replace.**Corrective Measure:** The contractor shall repair to meet the performance guideline.**5-16****None****Observation:** Existing roof shingles telegraphing through new asphalt shingles.**Performance Guideline:** Some telegraphing is normal when re-roofing over existing roofing.**Corrective Measure:** None**5-17****Roll Roofing****1 yr.****Observation:** Water is trapped under roll roofing.**Performance Guideline:** Water shall not become trapped under roll roofing.**Corrective Measure:** If water becomes trapped under roll roofing during the warranty period, the contractor will repair or replace the roofing as necessary to meet the performance guideline.

5-18

None

Observation: Roofing is blistered but does not admit water.

Performance Guideline: Surface blistering of roll roofing is caused by unusual conditions of heat and humidity acting on the asphalt and cannot be controlled by the contractor.

Corrective Measure: None.

5-19

1 yr.

Observation: Water is standing on a flat roof.

Performance Guideline: Water shall drain from a flat roof except for minor ponding with 24 hours of a rainfall.

Corrective Measure: The contractor will take corrective action to assure proper drainage of the roof.

5-20

Chimney

1 yr.

Observation: Masonry chimney cap cracked.

Performance Guideline: It is normal for caps to crack due to expansion and contraction, however unacceptable leaks may occur with cracking.

Corrective Measure: If cracking causes leakage, the contractor will repair.

5-21

1 yr.

Observation: Brick veneer spalling from chimney surface.

Performance Guideline: Spalling of newly manufactured brick should not occur and is unacceptable. Spalling of used brick is acceptable.

Corrective Measure: Contractor will repair newly manufactured brick when spalling occurs.

5-22

Chimney Flashing

1 yr.

Observation: Leaks in new chimney flashing.

Performance Guideline: New chimney flashing shall not leak under normal conditions, except where the cause is determined to result from ice build-up or the owner's actions or negligence.

Corrective Measure: The contractor will repair leaks in new chimney flashing not caused by ice build-up or the owner's actions or negligence.

5-23

Gutters and Downspouts

1 yr.

Observation: Gutters or downspouts leak.

Performance Guideline: Gutters and downspouts shall not leak.

Corrective Measure: The contractor will repair leaks in gutters and downspouts.

5-24

1 yr.

Observation: Gutters overflow during a heavy rain.

Performance Guideline: Gutters may overflow during a heavy rain.

Corrective Measure: The contractor shall repair if gutters overflow during normal rains.

Discussion/Helpful Hints: The owner is responsible for keeping gutters and downspouts free from debris that could cause overflow.

5-25

1 yr.

Observation: Water remains in the gutters after a rain.

Performance Guideline: When a gutter is unobstructed by debris, the water level shall not exceed 3/4 inch in depth.

Corrective Measure: The contractor will repair the gutter to meet the performance guideline.

Discussion/Helpful Hints: Installing gutters with a minimum 1/32-inch drop in 1 foot will generally prevent water from standing in the gutters. Even so, small amounts of water may remain in some sections of gutter for a short time after a rain. In areas with heavy rainfall and/or ice build-up the contractor may consider increasing pitch/fall or adding additional downspouts.

5-26

Skylights

1 yr.

Observation: Skylight leaks.

Performance Guideline: Skylights shall be installed in accordance with manufacturer's specifications. Leaks resulting from improper installations are unacceptable. Condensation on interior surfaces is not a leak and not considered a defect.

Corrective Measure: The contractor will repair any improperly installed skylight to meet the performance guideline.

6. Plumbing

ARTICLE

WARRANTY PERIOD

6-1

Water Supply System

2 yrs.

Observation: Pipes leak.

Performance Guideline: No leaks of any kind shall exist in any soil, waste, vent, or water pipe.

Corrective Measure: The contractor will make repairs to eliminate leakage.

6-2

None

Observation: Condensation appears on pipes, toilets, and plumbing supply lines.

Performance Guideline: Condensation on pipes, toilets, and plumbing supply lines may result at certain combinations of temperature and indoor humidity.

Corrective Measure: None.

6-3

1 yr.

Observation: A faucet or valve leaks.

Performance Guideline: No valve or faucets shall leak because of defects in material or workmanship.

Corrective Measure: The contractor will repair or replace the leaking faucet or valve.

6-4

1 yr.

Observation: Water in plumbing pipes freezes, and the pipes burst.

Performance Guideline: Drain, waste, vent, and water pipes shall be adequately protected to prevent freezing as required by the applicable plumbing code for normally anticipated cold weather and in accordance with the design temperatures established by the American Society of Heating, Refrigerating, and Air-Conditioning Engineers.

Corrective Measure: The contractor will correct situations not meeting the applicable code. The owner is responsible for draining or otherwise protecting pipes and exterior facets exposed to freezing temperatures.

6-5

2 yrs.

Observation: The water supply system fails to deliver water.

Performance Guideline: All on-site service connections to the municipal water main or private water supply are the responsibility of the contractor.

Corrective Measure: The contractor will repair the water supply system if the failure results from defective installation or materials. Conditions beyond the control of the contractor that disrupt or eliminate the water supply are not covered.

6-6

1 yr.

Observation: Water pipes are noisy.

Performance Guideline: Because of the flow of water and pipe expansion, the water pipe system will emit some noise. However, the pipes should not make the pounding noise called "water hammer."

Corrective Measure: the contractor cannot remove all noises caused by water flow and pipe expansion. However, the contractor will correct the system to eliminate "water hammer."

6-7

Plumbing Fixtures

1 yr.

Observation: The bathtub or shower leaks.

Performance Guideline: Bathtubs and showers shall not leak.

Corrective Measure: The contractor will repair bathtub or shower leaks as necessary to meet the performance guideline.

Discussion/Helpful Hints: Proper repair can be affected by sealing areas around tubs and showers. Maintenance of caulking/seals is an owner responsibility.

6-8

None

Observation: Plumbing fixtures, appliance, or trim fittings are defective.

Performance Guideline: Plumbing fixtures, appliances, and trim fittings shall comply with their manufacturer's guidelines.

Corrective Measure: None. Defective trim fittings and fixtures are covered under manufacturer's warranty.

6-9

None

Observation: The surface of a porcelain or fiberglass plumbing fixture is cracked or chipped.

Performance Guideline: Cracks and chips in surface of bathtubs and sinks are unacceptable if visible from three feet in normal light.

Corrective Measure: The contractor will not be responsible for repairs unless the damage is reported to the contractor prior to acceptance of the job. If the problem resulted from improper manufacture, than the manufacturer's warranty will precedence over the contractor's responsibilities.

6-10

1 yr.

Observation: Manufactured marble vanity tops cracks at drains.

Performance Guideline: Vanity tops shall not crack when installed with proper sealants at drain connections.

Corrective Measure: The contractor shall repair any deficiencies to meet the performance guideline within warranty period.

6-11

None

Observation: Water Closet not removing waste.**Performance Guideline:** None**Corrective Measure:** More than one flush may be required.

Discussion/Helpful Hints: Current federal regulations require manufacturers to produce water closets using maximum 1.6 GPF (gallons per flush); this may not be adequate to remove waste.

6-12

Sanitary Sewer or Septic System**2 yrs.****Observation:** Sewers, fixtures, or drains are clogged.**Performance Guideline:** Sewers, fixtures, and drains shall operate properly.

Corrective Measure: The contractor will not be responsible for sewers, fixtures, and drain that are clogged because of the owner's actions or negligence. If a problem occurs, the owner should consult the contractor for corrective action. If defective installation is the cause, the contractor is responsible for correcting the problem. If the owner's actions or negligence is the cause, the owner is responsible for correcting the problem. With respect to septic systems, owner actions that constitute negligence under this guideline include but are not limited to the following:

- Connection of sump pump, roof drains, or backwash from a water conditioner into the system.
- Placement of non-biodegradable items into the system.
- Use of a food waste disposer not supplied or approved by the contractor.
- Placement of surfaces not permeable to water over the disposal area of the system.
- Allowing vehicles to drive or park over the disposal area of the system.
- Failure to pump out the septic tank periodically, as required.
- Use that exceeds the system's design standards.

7. Electrical

ARTICLE

WARRANTY PERIOD

7-1

Fuses and Circuit Breakers**1 yr.****Observation:** Fuses blow or circuit breakers trip.**Performance Guideline:** Fuses and circuit breakers shall not be triggered by normal usage.

Corrective Measure: The contractor will check wiring circuits for conformity with applicable national, state, or local electrical code requirements. The contractor will correct circuitry not conforming to applicable code specifications.

7-2

1 yr.**Observation:** Ground fault interrupter (GFI) trips frequently.

Performance Guideline: Ground fault interrupters are safety devices installed as part of the electrical system to provide protection against electrical shock. These sensitive devices can be tripped very easily.

Corrective Measure: The contractor will install ground fault interrupters in accordance with approved electrical codes. Tripping is to be expected and is not covered unless it is caused by defective installation.

7-3

Outlets and Lights**1 yr.****Observation:** Electrical outlets, switches, or fixtures malfunction.**Performance Guideline:** All electrical outlets, switches, and fixtures shall operate as designed.

Corrective Measure: The contractor will repair or replace malfunctioning electrical outlets, switches, and fixtures, if supplied and installed by the contractor.

7-4

2 yrs.

Observation: Wiring fails to carry its designed load.

Performance Guideline: Wiring shall be capable of carrying the designed load for normal residential use.

Corrective Measure: The contractor will check the wiring for conformity to applicable local, state, or approved national electrical code requirements. The contractor will repair wiring not conforming to code specifications.

7-5

1 yr.

Observation: Ceiling fan vibrates excessively and is noisy.

Performance Guideline: The contractor shall install fans per the manufacturer's specifications including blade balances.

Corrective Measure: The contractor shall repair any fan installation not in accordance with manufacturer's specification if supplied and installed by the contractor.

7-6

1yr.

Observation: Exhaust fans are ducted to attic or crawl space.

Performance Guideline: Fans shall be ducted directly to the exterior of the dwelling.

Corrective Measure: The contractor shall repair to meet performance guideline.

Discussion/Helpful Hints: It is recommended that you run a bath fan after bathing or showering until all moisture is removed from the room.

7-7

None

Observation: Interior and exterior light fixtures tarnish.

Performance Guideline: Finishes on light fixtures may be covered under manufacturer's warranty.

Corrective Measure: None.

Discussion/Helpful Hints: Metallic finishes on light fixtures can be expected to tarnish or pit.

7-8

1 yr.

Observation: Receptacle/switch plate too far off wall.

Performance Guideline: Receptacle/switch plate should not be more than 1/16 inch from the adjoining wall surface.

Corrective Measure: Contractor will repair to meet performance guideline.

8. Interior Climate Control

ARTICLE

WARRANTY PERIOD

8-1

Air Infiltration and Drafts

1 yr.

Observation: Air infiltrates around doors and windows.

Performance Guideline: Some infiltration is usually noticeable around doors and windows especially during high winds.

Corrective Measure: The contractor shall repair to meet the performance guideline as established by the manufacturer.

Discussion/Helpful Hints: Proper repair can be affected by adjusting or installing weather stripping around doors and windows. In high-wind areas, the owner may need to have storm windows and doors installed to eliminate drafts.

8-2

None

Observation: Drafts come through electrical outlets.

Performance Guideline: Electrical junction boxes on exterior walls may allow cold air to flow through or around an outlet into a room. It may not be possible to eliminate this completely.

Corrective Measure: None.

Discussion/Helpful Hints: The owner may need to install foam insulation pads under switch and outlet plates to help decrease drafts.

8-3

Ventilation

1 yr.

Observation: The attic or crawl space is inadequately ventilated.

Performance Guideline: The attic and crawl space shall be ventilated as required by the applicable building code.

Corrective Measure: The contractor will provide for adequate ventilation. The contractor is not responsible for actions by the owner that interfere with the ventilation system.

8-4

Humidity Control and Condensation

1 yr.

Observation: Condensation or frost appears on windows.

Performance Guideline: Windows will collect condensation on their interior surfaces when extreme temperature differences and high humidity levels occur. Condensation usually results from humid conditions within the home that are created by the owner or during the curing process in a new space.

Corrective Measure: Unless the window condensation or frost is directly attributed to faulty installation, it usually results from condition beyond the control of the contractor. No corrective action is required.

Discussion/Helpful Hints: Occasional condensation is common and is therefore not a defect. It is the homeowner's responsibility to maintain proper humidity.

8-5

Air-Distribution System

None

Observation: The ductwork makes noises.

Performance Guideline: When metal is heated, it expands, and when cooled, it contracts. The resulting "ticking" or "crackling" sounds generally are to be expected and do not constitute a defect.

Corrective Measure: None.

8-6

1 yr.

Observation: The ductwork produces excessively loud noises commonly known as oil canning.

Performance Guideline: The stiffening of the ductwork and the gauge of the metal used shall be such that ducts do not "oil can." The booming noise caused by oil canning is not acceptable.

Corrective Measure: The contractor will correct the ductwork to eliminate noise caused by oil canning providing ductwork is accessible without removing surface material.

8-7

2 yrs.

Observation: The ductwork separates or detaches.

Performance Guideline: Ductwork shall remain intact and securely fastened.

Corrective Measure: The contractor will reattach and re-secure all separated or unattached ductwork.

8-8 Heating System**1 yr.****Observation:** The heating system is inadequate.

Performance Guideline: The heating system shall be capable of producing an inside temperature of 70 degrees Fahrenheit, as 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: Fundamentals*.¹ National, state, or local energy codes shall supersede this performance guideline where such codes have been locally adopted.

Corrective Measure: The contractor will correct the heating system to provide the required temperature in accordance with the performance guideline or applicable code specification. However, the owner will be responsible for balancing dampers and registers and for making other necessary minor adjustments.

Discussion/Helpful Hints: For new living spaces created by remodeling jobs, heating guidelines may not apply to areas where living space has been created without resizing the HVAC system.

8-9 Central Air-Conditioning System**1 yr.****Observation:** Cooling of rooms is inadequate.

Performance Guideline: If air-conditioning is installed by the contractor, the cooling system shall be capable of maintaining a temperature of 78 degrees Fahrenheit, as measured in the center of each room at a height of 5 feet above the floor under local outdoor summer design conditions as specified in the *ASHRAE Handbook: Fundamentals*.² In the case of outside temperatures exceeding 95 degrees Fahrenheit, the system shall keep the inside temperature 15 degrees Fahrenheit cooler than the outside temperature. National, state, or local codes shall supersede this guideline where such codes have been locally adopted.

Corrective Measure: The contractor will correct the cooling system to provide the required temperature in accordance with the performance guideline or applicable code specifications.

Discussion/Helpful Hints: For new living spaces created by remodeling jobs, cooling guidelines may not apply to areas where living spaces has been created without the resizing the HVAC system.

8-10**1 yr.****Observation:** Condensation lines clog.

Performance Guideline: None

Corrective Measure: Condensation lines will eventually clog under normal use. The contractor will provide unobstructed condensation lines at the time the job is accepted. The owner is responsible for maintaining them in that condition.

8-11**1 yr.****Observation:** Refrigerant lines leak.

Performance Guideline: Refrigerant lines shall not leak during normal operation.

Corrective Measure: The contractor will repair leaking refrigerant lines and recharge the air-conditioning unit unless the damage was caused by the owner's actions or negligence.

8-12**1 yr.****Observation:** There is condensation on the outside of air handlers and ducts.

Performance Guideline: Air handlers and ducts will collect condensation on their interior surfaces when extreme temperature differences and high humidity level occur. Condensation usually results from humid conditions within the home that are created by the owner or during the curing process in a new space.

Corrective Measure: Unless the condensation or frost is directly attributed to faulty installation, it usually results from conditions beyond the control of the contractor. No corrective action is required.

8-13

1 yr.

Observation: Kitchen or bath fans allow cold air infiltration.

Performance Guideline: This is a normal condition beyond the contractor's control.

Corrective Measure: None.

Discussion/Helpful Hints: It is possible for cold air to leak into the house through a vent fan. By their very nature, vent fans are somewhat open to outside air. It is possible for the damper to be lodged open due to animal activity, including nesting in the outside opening. Cleanup for this condition is an owner's maintenance item.

8-14

Observation: There are gaps between HVAC vent or register covers and the wall or ceiling.

Performance Guideline: This is a normal condition beyond the contractor's control.

Corrective Measure: None.

Discussion/Helpful Hints: It is the inherent nature of the heating and cooling system to cause vents and registers to bend over time. This can result in gaps occurring between the vent or register cover and the wall. As long as the vent or register is securely attached, this is not a maintenance item.

8-15

Observation: The radiant floor has cold spots.

Performance Guideline: The radiant floor should be correctly installed according to the manufacturer's instructions.

Corrective Measure: The contractor will correct to meet the performance guideline.

Discussion/Helpful Hints: Depending on the size, shape, flooring materials, manufacturer and type of radiant floor system, the number and size of cold spots in a floor will vary. A normally operating radiant floor system may include cold spots in perimeter areas and in areas between the heating sources.

9. Interior

ARTICLE

WARRANTY PERIOD

9-1

Interior Doors

1 yr.

Observation: Interior doors are warped.

Performance Guideline: Interior doors (full openings) shall not warp in excess of 1/4 inch.

Corrective Measure: The contractor will correct or replace and refinish defective doors to match existing doors as nearly as practical during the warranty period.

Discussion/Helpful Hints: In bathroom or utility areas, exhaust fans or an open window must be used to remove moisture to eliminate warpage of door units. If customer is responsible for painting the door, the builder is not responsible if the door is not painted to manufacturer's specifications.

9-2

1 yr.

Observation: By-pass/bi-fold doors come off tracks during normal operation.

Performance Guideline: By-pass/bi-fold doors shall slide properly on their tracks at the time the job is accepted. Cleaning and maintenance necessary to preserve proper operation are the owner's responsibility.

Corrective Measure: The contractor will repair any by-pass/bi-fold door that will not stay on its track during normal operation, one time during the warranty period.

Discussion/Helpful Hints: Proper operation should be verified by the owner and the contractor at the time the job is accepted.

9-3

1 yr.

Observation: Pocket doors rubs in pocket during normal operation.

Performance Guideline: Pocket doors shall not rub in their pockets during normal operation.

Corrective Measure: The contractor will repair the pocket door to meet the performance guideline, one time during the warranty period.

9-4

1 yr.

Observation: Wooden door panel shrinks and splits.

Performance Guideline: Wooden door panels shall not split to the point where light is visible through the door.

Corrective Measure: The contractor will fill splits in the door panel with wood filler and match paint or stain as closely as practical.

9-5

1 yr.

Observation: Door rubs on jambs or contractor-installed floor covering, or latch does not work.

Performance Guideline: Doors shall operate smoothly and door latches shall operate correctly.

Corrective Measure: The contractor will repair the door and the door latch as necessary to meet the performance guideline.

9-6

1 yr.

Observation: Door drags on contractor-installed carpet.

Performance Guideline: Doors shall not drag on carpet.

Corrective Measure: The contractor will repair the door to meet the performance guideline.

Discussion/Helpful Hints: If the contractor installs the door over pre-existing carpeting, the contractor is responsible for meeting the performance guideline.

9-7

1 yr.

Observation: Door edge is not parallel to doorjamb.

Performance Guideline: Where the contractor installs the door frame and door, the door edge shall be within 1/8 inch of parallel to the doorjamb. Where the contractor installs the door in an existing frame that is out of square, the guideline does not apply.

Corrective Measure: The contractor will adjust the door as necessary to meet the guideline.

9-8

1 yr.

Observation: Door swings open or closed by the force of gravity.

Performance Guideline: Doors shall not swing open or closed by the force of gravity alone. For remodeling projects, this guideline does not apply where a door is installed in an existing wall that is out of plumb.

Corrective Measure: The contractor will adjust the door as necessary to meet the guideline.

9-9

Interior Stairs (excluding basement)

1 yr.

Observation: Interior stair tread deflects too much.

Performance Guideline: The maximum vertical deflection of an interior stair tread shall not exceed 1/8 inch at 200 pounds force.

Corrective Measure: The contractor will repair the stair to meet the performance guideline.

9-10

1 yr.

Observation: Gaps exist between interior stair risers, treads, and/or skirts or adjacent walls.

Performance Guideline: Gaps between adjoining parts that are designed to meet flush shall not exceed 1/16 inch in width.

Corrective Measure: The contractor will fix the gap with filler or replace parts as necessary to meet the performance guideline.

9-11

1 yr.

Observation: Squeaking stair riser or tread.

Performance Guideline: Loud squeaks caused by a loose stair riser or tread are unacceptable, but totally squeak-proof stair risers cannot be guaranteed.

Corrective Measure: The contractor will refasten any loose risers or treads or take other corrective action to eliminate squeaking to the extent possible within reasonable repair capability without removing treads or ceiling finishes.

Discussion/Helpful Hints: Squeaks in risers or treads may occur when a riser has come loose from the tread and is deflected by the weight of a person and rubs against the nails that hold it in place. Movement may occur between the riser and the tread or other stairway members when one tread is deflected while the other members remain stationary. The performance guideline requires the contractor to make a reasonable attempt to eliminate squeaks without requiring removal of treads or ceiling finishes.

9-12

1 yr.

Observation: Gaps exist between interior stair railing parts.

Performance Guidelines: Gaps between interior stair railing parts shall not exceed 1/16 inch in width.

Corrective Measure: The contractor will ensure that individual parts of the railing are securely mounted. Any remaining gaps will be filled or parts replaced to meet the performance guideline.

9-13

1 yr.

Observation: Wood interior stair railing, balusters and newels

Performance Guideline: Interior stair railings shall be attached to structural members in accordance with applicable codes.

Corrective Measure: The contractor will repair any stair railings as necessary to comply with applicable codes.

9-14

Trim and Moldings

1 yr.

Observation: Gaps at non-metered joints of trim and moldings.

Performance Guideline: Openings at joints in trim and moldings, and at joints between moldings and adjacent surfaces, shall not exceed 1/16 inch in width.

Corrective Measure: The contractor will repair defective joints to meet performance guideline.

Discussion/Helpful Hints: Proper humidity levels must be maintained year-round by the homeowner to prevent expanding, shrinking, and cracking of trims and moldings.

9-15

1 yr.

Observation: Nails are not properly set or, where puttied, nail holes are not properly filled.

Performance Guideline: Setting nails and filling nail holes are considered part of painting and finishing.

Corrective Measure: Where the contractor is responsible for painting, the contractor shall take action necessary to meet the performance guideline.

Discussion/Helpful Hints: Putting of nail holes in base and trim molding installed in unfinished rooms and areas not exposed to view (such as inside of closets) are not included in this guideline.

9-16

Observation: Trim or molding miter edges do not meet.**Performance Guideline:** Gaps between miter edges in trim and molding shall not exceed 1/16 inch.**Corrective Measure:** The contractor will repair gaps that do not meet the performance guideline. Caulking or puttying with materials compatible to the finish is acceptable.

9-17

1 yr.

Observation: Interior trim is split.**Performance Guideline:** Splits, cracks, and checking are inherent characteristics of all wood products.**Corrective Measure:** The contractor shall be responsible for filling with compatible materials.

9-18

1 yr.

Observation: Hammer marks are visible on interior trim.**Performance Guideline:** Hammer marks on interior trim shall not be visible from a distance of 6 feet under normal lighting conditions.**Corrective Measure:** The contractor will fill hammer marks and refinish or replace affected trim to meet the performance guideline. Refinished or replaced areas may not match surrounding surfaces exactly.

9-19

Cabinets and Counter Tops

1 yr.

Observation: Cabinets do not meet ceiling or walls.**Performance Guideline:** Gaps in excess of 1/16 inch are unacceptable.**Corrective Measure:** The contractor will repair the gap with caulk, putty, or scribe molding, or will reposition/reinstall cabinets to meet the performance guideline.

Discussion/Helpful Hints: As temperatures and humidity change and fluctuate it is normal for the wall to "shrink" away from the counter top. You will likely see areas that need to be re-caulked. The builder will return to your home once to re-caulk the area between counter tops and walls during the first year at your request. Any future caulking will be considered homeowner maintenance.

9-20

1 yr.

Observation: Cabinets do not line up with each other.**Performance Guideline:** Cabinet frames more than 1/16 inch out of line, and cabinet height more than 1/16 inch to adjacent cabinets are unacceptable, unless the owner and the contractor agree to disregard the guideline in order to match or otherwise compensate for preexisting conditions.**Corrective Measure:** The contractor will make necessary adjustments to meet the performance guideline.

Discussion/Helpful Hints: When remodeling in rooms with out-of-plumb walls or out-of-level floors and ceiling, "square" cabinets cannot be installed parallel to walls and ceilings and still keep the cabinets on line. For example, if the floor is not level and the installer measures up from it, "snaps" a line on which to place the tops of the wall cabinets, then plumbs the first cabinet, one corner of the cabinet will leave the line, and the bottom corners of successive cabinets will not be in line. Similarly cabinets will not line up with each other if they are installed on a level line, starting against an out of plumb wall instead of being plumbed. The contractor should explain the aesthetic options and let the owner decide which one is preferred.

9-21

1 yr.

Observation: Cabinet is warped.

Performance Guideline: Cabinet warpage shall not exceed 1/4 inch as measured from the face frame to the point of furthest warpage.

Corrective Measure: The contractor will correct or replace the cabinet as necessary to meet the performance guideline.

9-22

1 yr.

Observation: Cabinet doors and drawers are warped.

Performance Guideline: Cabinet warpage shall not exceed 1/4 inch as measured from the face frame to the point of furthest warpage, with the door or drawer front in closed position.

Corrective Measure: The contractor will correct or replace doors and drawer fronts as necessary to meet the performance guideline.

9-23

1 yr.

Observation: Cabinet doors or drawers bind.

Performance Guideline: Cabinet doors and drawers shall open and close with reasonable ease.

Corrective Measure: The contractor will adjust or replace doors and drawers as necessary to meet the performance guideline.

9-24

1 yr.

Observation: Cabinet doors will not stay closed.

Performance Guideline: The catches or closing mechanisms for cabinet doors shall be adequate to hold the doors in a closed position.

Corrective Measure: The contractor will adjust or replace the door catches or closing mechanisms as necessary to meet the performance guideline.

9-25

1 yr.

Observation: The joints of high-pressure laminates on countertops are delaminated.

Performance Guideline: Countertops fabricated with high-pressure laminates on countertops are delaminated.

Corrective Measure: The contractor will repair or replace delaminated coverings.

9-26

Observation: The surface of high-pressure laminates on countertops is scratched, cracked or chipped.

Performance Guideline: Countertops shall be free of cracks and chips at the time the job is accepted. Cracks or chips occurring after acceptance of the job are the owner's responsibility.

Corrective Measure: The contractor will repair or replace cracked or chipped countertops only if they are reported prior to acceptance of the job.

9-27

Observation: Scratches on solid surface countertops.

Performance Guideline: Solid surface countertops shall be free of scratches at time of acceptance of the project.

Corrective Measure: The contractor shall repair to meet the performance guideline.

9-28 Natural Stone, e.g. Marble, Granite, Limestone

Observation: Natural stone appears to be cracked, has a color or pattern variation or an uneven finish/gloss.

Performance Guideline: Veining, color/pattern variation, and uneven luster/finish is normal in natural stone material.

Corrective Measure: None.

Discussion/Helpful Hints: Veining and color or pattern variation in natural stone is common and to be expected. Natural stone is a product that has been created from many different mineral deposits over millions of years. Dry veins that may appear as hairline cracks are also common and will not inhibit the performance of the material. The variety of mineral deposits in some natural stone will prohibit the surface to be polished to an even luster. This condition while rare is normal and cannot be corrected. These inherent qualities are not to be considered defects but part of the beauty of a natural material.

9-29**1 yr.**

Observation: Countertops are not level.

Performance Guideline: Counter tops shall be no more than 3/8 inch in 10 feet out of parallel with the floor. For remodeling projects where the floor is out of level, the counter top may be installed proportionately out of level.

Corrective Measure: The contractor will make necessary adjustments to meet the performance guideline.

Discussion/Helpful Hints: For remodeling projects, counter tops are almost always on a plane parallel to the floor and ceiling because the cabinets supporting the top are exactly the same height. Shimming and leveling the tops when the floor is out of level may be aesthetically unacceptable to the owner. Prior to construction, the contractor should explain the problem and allow the owner to decide between tops that are out of level or not parallel to the floor.

9-30**None**

Observation: Color variation in wood finish.

Performance Guideline: Variation in wood color is a natural condition.

Corrective Measure: None

Interior Wall Finish**9-31****Gypsum Wallboard**

Observation: Nail pops, blisters, or other blemishes are visible on finished walls or ceilings.

Performance Guideline: Any such blemishes that are readily visible from a distance of 6 feet under normal lighting conditions are unacceptable.

Corrective Measure: The contractor will repair such blemishes only once during the warranty period. The contractor is not required to repair defects that are covered by wallpaper and, therefore, not visible.

Discussion/Helpful Hints: Paint touch ups are performed at walk through prior to closing. After closing no painting will be performed by the contractor unless there are repairs needed due to unforeseen issues. (i.e. roof or plumbing leaks that cause damage to a painted wall/surface)

9-32

Observation: Cracked corner bead, excess joint compound, trowel marks or blisters in tape joints on drywall surfaces.

Performance Guideline: Defects resulting in cracked corner bead, trowel marks, excess joint compound or blisters in tape are unacceptable.

Corrective Measure: The contractor shall repair to meet the performance guideline one time within warranty period.

9-33

Observation: Texture of gypsum wallboard does not match.

Performance Guideline: Slight variations in texture are normal and will occur randomly.

Corrective Measure: None.

9-34

Observation: Angular gypsum wallboard joints are uneven.

Performance Guideline: This is a natural condition that occurs with randomly applied materials.

Corrective Measure: None.

9-35

Observation: Texture on blown or textured ceilings is uneven.

Performance Guideline: This is a normal condition that occurs with randomly applied materials.

Corrective Measure: None.

9-36 **Paint, Stain, and Varnish**

Observation: Mildew or fungus is visible on interior painted surfaces.

Performance Guideline: Painted and finished surfaces shall be free of observable mildew and fungus at the time the job is completed. However, mildew or fungus may form on painted surfaces over time because of heat and moisture.

Corrective Measure: The contractor will remove mildew and fungus before completion of the job. Subsequent mildew or fungus formation is a condition the contractor cannot control. The owner is responsible for future cleaning of the painted item as necessary to prevent or remove mildew and fungus.

9-37

Observation: Varnish or lacquer finishes have deteriorated.

Performance Guideline: Clear finishes on interior woodwork shall not deteriorate during the warranty period. However, clear finishes used on exterior surfaces may deteriorate rapidly, and they are not covered by this performance guideline.

Corrective Measure: The contractor will retouch affected areas of clear-finish interior woodwork and match the original finish as closely as practical. Colors may vary.

Discussion/Helpful Hints: Finishes on window sills with south facing exposure may deteriorate due to climatic conditions.

9-38

Observation: Standard interior paint does not "cover" the underlying surface.

Performance Guideline: The surface being painted shall not show through new paint when viewed from a distance of 6 feet under normal lighting conditions.

Corrective Measure: The contractor will recoat as necessary to meet the guideline and match surrounding areas as closely as practical when standard colors are used.

9-39

Observation: Interior surfaces are paint spattered.

Performance Guideline: Paint spatters shall not be readily visible on walls, woodwork, floors, and other interior surfaces when viewed from a distance of 6 feet under normal lighting conditions.

Corrective Measure: The contractor will remove paint spatters to meet the guideline.

9-40

Observation: Brush marks show on interior painted surfaces.

Performance Guideline: Brush marks shall not be readily visible on interior painted surfaces when viewed from a distance of 6 feet under normal lighting conditions.

Corrective Measure: The contractor will refinish as necessary to meet the guideline and match surrounding areas as closely as practical.

9-41

Observation: Lap marks show on interior paint or stain.

Performance Guideline: Lap marks shall not be readily visible on interior paint or stain when viewed from a distance of 6 feet under normal lighting conditions.

Corrective Measure: The contractor will refinish as necessary to meet the guideline and match surrounding areas as closely as practical.

9-42

Observation: Interior painting, staining, or refinishing is required because of repair work.

Performance Guideline: A perfect match between original and new paint cannot be expected. Repairs required under these performance guidelines shall be finished to match the immediate surrounding areas as closely as practical.

Corrective Measure: The contractor is only responsible for painting if it was part of the original contract. Where the majority of the wall or ceiling areas is affected, the area will be painted from break line to break line. The contractor is not required to paint an entire room. The contractor is only responsible if they painted the home in the original contract.

9-43

Wallpaper and Vinyl Wall Coverings

Observation: The wall covering is peeling.

Performance Guideline: The wall covering, if installed by the contractor, shall not peel off the walls. Note: Wallpaper applied in high moisture areas is exempted from this guideline because the problem results from conditions beyond the contractor's control.

Corrective Measure: The contractor will reattach or replace the loose wall covering if the contractor installed the covering.

9-44

None

Observation: Patterns in wall coverings are mismatched at the edges.

Performance Guideline: Patterns in wall coverings shall match unless installed on existing (remodeling job only) out-of-plumb walls or where trim is not square with corners. A defect in the patterns themselves is the manufacturer's responsibility.

Corrective Measure: None

10. Floor Finishes

ARTICLE

WARRANTY PERIOD

10-1

Carpeting

1 yr.

Observation: Carpet does not meet at the seams.

Performance Guideline: It is not unusual for carpet seams to show. However, a visible gap at the seams is not acceptable.

Corrective Measure: If the carpet was installed by the contract, the contractor will eliminate visible gaps at carpet seams.

10-2

1 yr.

Observation: Carpeting loosens, or the carpet stretches.

Performance Guideline: When stretched and secured properly, wall-to-wall carpeting installed as the primary floor covering shall not come up, loosen, or separate from the points of attachments.

Corrective Measure: If the contractor installed the carpeting, the contractor will re-stretch or re-secure the carpeting as necessary to meet the guideline.

10-3

None

Observation: Spots or minor fading are visible on the carpet.

Performance Guideline: Exposure to natural light may cause spots on and minor fading of the carpet.

Corrective Measure: None.

10-4

1 yr.

Observation: Dead spots appear in padding areas below carpet surface.

Performance Guideline: Carpeted areas shall have full coverage of pad consistent throughout the flooring area.

Corrective Measure: The contractor will repair any deficiencies to meet performance guidelines.

10-5 Roll Vinyl and Resilient Tile Flooring

1 yr.

Observation: Nail pops appear on the surface of resilient flooring.

Performance Guideline: Readily visible nail pops on resilient flooring are not acceptable.

Corrective Measure: The contractor will repair the nail pops that are readily visible from 6 feet under normal lighting conditions.

10-6

1 yr.

Observation: Depressions or ridges appear in resilient flooring because of sub floor irregularities.

Performance Guideline: Readily apparent depressions or ridges exceeding 1/8 inch shall be repaired. The ridge or depression measurement is taken with the gap at one end of a 6-inch straightedge centered over the depression or ridge with 3 inches of the straightedge held tightly to the floor on one side of the defect.

Corrective Measure: The contractor will take corrective action as necessary to bring the defect within the acceptable tolerance so that the depression or ridge is not readily visible and more than 1/8 inch. The contractor will not be responsible for discontinued patterns or color variations when replacing the floor covering.

10-7

1 yr.

Observation: Resilient flooring loses adhesion.

Performance Guideline: Resilient flooring shall not lift, bubble, or detach.

Corrective Measure: At the contractor's option, the contractor will repair or replace the affected resilient flooring as necessary. The contractor is no responsible for discontinued patterns or color variations when replacing the floor covering.

10-8

1 yr.

Observation: Seams or shrinkage gaps show at resilient flooring joints.

Performance Guideline: Gaps at joints in resilient flooring shall not exceed 1/16 inch in width. Where dissimilar materials abut, the gap shall not exceed 1/8 inch.

Corrective Measure: At the contractor's option, the contractor will repair or replace the resilient flooring as necessary to meet the performance guideline. The contractor will not be responsible for discontinued patterns or color variations when replacing the floor covering.

Discussion/Helpful Hints: Proper repair can be affected by sealing with seam sealer.

10-9

1 yr.

Observation: Bubbles appear on roll vinyl flooring.

Performance Guideline: Bubbles resulting from trapped air that protrude higher than 1/16 inch from the floor are not acceptable.

Corrective Measure: The contractor will repair the floor to meet the guideline.

Discussion/Helpful Hints: The performance guideline does not apply to perimeter attached vinyl floors.

10-10

1 yr.

Observation: Patterns on roll vinyl flooring are misaligned.

Performance Guideline: Patterns at seams between adjoining pieces shall be aligned to within 1/8 inch.

Corrective Measure: The contractor will correct the flooring to meet the performance guideline.

10-11

1 yr.

Observation: Resilient floor tiles are loose.

Performance Guideline: Resilient floor tiles shall be securely attached to the floor.

Corrective Measure: The contractor will attach loose resilient floor tiles securely to the floor. The old adhesive will be removed if necessary to re-secure the tiles.

10-12

1 yr.

Observation: Corners or patterns of resilient floor tiles are misaligned.

Performance Guideline: The corners of adjoining resilient floor tiles shall be aligned to within 1/8 inch. Misaligned patterns are not covered unless they result from improper orientation of the floor tiles.

Corrective Measure: The contractor will correct resilient floor tiles with misaligned corners to meet the performance guideline.

10-13

Observation: Yellowing appears on surface of vinyl sheet goods.

Performance Guideline: The contractor shall install vinyl flooring per manufacturer's specifications.

Corrective Measure: Yellowing from a manufacturer's defect is not covered by the contractor.

10-14

Wood Flooring

1 yr.

Observation: Gaps exist between strip hardwood floorboards.

Performance Guideline: Gaps between strip hardwood floorboards shall not exceed 1/8 inch in width.

Corrective Measure: The contractor will repair gaps that do not meet the performance guideline.

Discussion/Helpful Hints: Proper repair can be affected by filling the gap. Relative humidity of the home can cause noticeable fluctuations in gaps between floorboards. This is a normal phenomenon in spaces that experience significant shifts in humidity. The owner is responsible for maintaining proper humidity levels in the home.

10-15

1 yr.

Observation: Strip hardwood floorboards are cupped - flooring buckles from substrate.

Performance Guideline: Hardwood floor will not become loose from substrate. Cups in strip hardwood floor boards shall not exceed 1/16 inch in height in a 3-inch maximum span measured perpendicular to the long axis of the board. Cupping caused by exposure to moisture beyond the control of the contractor is not covered.

Corrective Measure: The contractor will correct or repair to meet the guideline.

10-16**1 yr.****Observation:** Excessive lippage is located at junction of pre-finished wood flooring products.**Performance Guideline:** Lippage greater than 1/16 inch is considered excessive.**Corrective Measure:** The contractor will repair to meet performance guideline.**10-17****1 yr.****Observation:** Voids in the floor finish.**Performance Guideline:** Voids or "holidays" that are readily visible from a distance of 6 feet under normal lighting conditions are unacceptable.**Corrective Measure:** The contractor will repair to meet performance guideline.**10-18****1 yr.****Observation:** Top coating on hardwood flooring has peeled.**Performance Guideline:** Field applied coating shall not peel during normal usage. Pre-finished coatings are the manufacturer's responsibility.**Corrective Measure:** The contractor shall refinish any field applied finishes that have peeled.**10-19****1 yr.****Observation:** Crowning of strip flooring has occurred.**Performance Guideline:** Crowning in strip flooring shall not exceed 1/16 inch in depth in a 3-inch maximum span when measured perpendicular to the long axis of the board. Crowning caused by moisture beyond the control of the contractor is not covered.**Corrective Measure:** The contractor will repair to meet performance guideline.**10-20****1 yr.****Observation:** Knots and color variation of strip hardwood flooring.**Performance Guideline:** The contractor will install the grade of hardwood as specified by the project. All wood should be consistent with grading stamp as specified.**Corrective Measure:** The contractor shall replace any improperly graded wood.**10-21****1 yr.****Observation:** Slivers or splinters appear in strip flooring.**Performance Guideline:** Slivers or splinters that occur during the installation of the flooring are unacceptable.**Corrective Measure:** The contractor will repair to meet guideline.

Discussion/Helpful Hints: The imperfections that occur during installation can be shaved and the area filled prior to sanding and finishing.

10-22**1 yr.****Observation:** "Sticker burn" appears on surface of strip flooring.**Performance Guideline:** Discoloration from stacking strips in hardwood flooring is unacceptable in certain grades of flooring.**Corrective Measure:** The contractor shall repair or replace areas with sticker burn is not permitted in grade of wood specified.

10-23 Tile, Brick, Marble, and Stone Flooring 1 yr.

Observation: Tile, brick, marble, or stone flooring is broken or loose.

Performance Guideline: Tile, brick, marble, and stone flooring shall not crack or loosen. **Note:** Natural veining in marble and stone that resemble cracks will not be considered defects. Refer to manufacturers information for further description of veining and other characteristics. (See 9-28 for more on natural stone products)

Corrective Measure: The contractor will replace cracked tiles, bricks, marble, and stone flooring, and re-secure loose tiles, bricks, marble, and stone, unless the defects were caused by the owner's actions or negligence. The contractor is not responsible for discontinued patterns or color variations when replacing tile, brick, marble, or stone flooring.

10-24 1 yr.

Observation: Cracks appear in grouting of tile joints or at junctures with other material such as a bathtub.

Performance Guideline: Cracks in grouting of ceramic tile joints commonly result from normal shrinkage conditions.

Corrective Measure: The contractor will repair grouting, if necessary, one time only during the warranty period. The contractor will not be responsible for color variations or discontinued colored grout. The owner is responsible for re-grouting these joints during the life of the home.

Discussion/Helpful Hints: Use of an elastic substance at junctures between tile and other materials is often more effective than grout.

10-25 1 yr.

Observation: There is excessive "lippage" of adjoining marble or ceramic tile

Performance Guideline: "Lippage" greater than 1/8 inch is considered excessive, except where the materials are designed with an irregular height (such as hand-made tile).

Corrective Measure: The contractor will repair to meet performance guideline.

10-26 1 yr.

Observation: Grout or mortar joints are not a uniform color.

Performance Guideline: Any color variation that is readily visible from a distance of 6 feet under normal lighting conditions is unacceptable.

Corrective Measure: The contractor will repair to meet the performance guideline.

II. Fireplace

ARTICLE

WARRANTY PERIOD

11-1 1 yr.

Observation: Fireplace or chimney does not consistently draw properly.

Performance Guideline: A properly designed and constructed fireplace and chimney shall function correctly. High winds can cause temporary negative or down drafts. Negative drafts can also be caused by obstructions such as tree branches, steep hillsides, adjoining home, and interior furnaces.

Corrective Measure: The contractor shall correct as necessary if a design or construction flaw causes the problem.

11-2 1 yr.

Observation: The chimney is separated from the structure.

Performance Guideline: Newly built fireplaces will often incur slight amounts of separation. The rate of separation from the main structure shall not exceed 1/2 inch in any 10-foot vertical measurement.

Corrective Measure: The contractor will repair gaps that do not meet the performance guideline.

Discussion/Helpful Hints: Proper repair can be affected by caulking unless the cause of the separation is due to a structural failure of the chimney foundation itself. In that case caulking is unacceptable.

11-3**None****Observation:** Firebox paint is damaged by a fire in the fireplace.**Performance Guideline:** Heat and flames may cause discoloration.**Corrective Measure:** None**11-4****None****Observation:** Firebrick or mortar joints are cracked.**Performance Guideline:** Heat and flames from normal fires can cause cracking.**Corrective Measure:** None**11-5****1 yr.****Observation:** Electronic ignition gas fireplace will not ignite. No impulse clicking or igniter glow.**Performance Guideline:** Electronic ignition fireplaces require 120V line voltage to operate.**Corrective Measure:** Check breaker box for intact "on" position. Reset breaker if tripped. Refer to owner's manual or call for service.**11-6****1 yr.****Observation:** Electronic ignition gas fireplace will not ignite. Ignition system emits audible click or glow plug glows but no ignition of gas.**Performance Guideline:** Possible blockage of burner orifice due to spiders or the like or failure of ignition system. Gas shut off.**Corrective Measure:** Check shut off (s) for "on". If no ignition call for service.**11-7****1 yr.****Observation:** Piloted ignition gas fireplace will not switch on.**Performance Guideline:** Switch system activated by DC power provided by pre-ignited pilot.**Corrective Measure:** Check for lit pilot. If unlit, check owner's manual for lighting instructions.**11-8****1 yr.****Observation:** Gas fireplace gives off odors.**Performance Guideline:** Newly installed gas fireplaces will emit odors of curing paint.**Corrective Measure:** Burn fireplace on a continual burn for six (6) hours. Ventilate the room while the fireplace is burning.**11-9****None****Observation:** Glass front of gas fireplace has white haze on inside of glass.**Performance Guideline:** Newly installed gas fireplace or gas fireplaces to which new ember material has been added may cause a haze on the glass.**Corrective Measure:** Remove glass panel when cold and clean with gas fireplace with recommended cleaner.

11-10

Observation: Simulated firebrick panel develops cracks.

Performance Guideline: This is a normal condition.

Corrective Measure: None.

11-11

Observation: Rust appears on the fireplace damper.

Performance Guideline: This is a normal condition.

Corrective Measure: None

Note: See 9-28 for information on natural stone products used for fireplace mantels, fronts, hearths, faces etc...

12. Landscaping

ARTICLE

WARRANTY PERIOD

12-1

Observation: Tree stumps have been left in disturbed area of property.

Performance Guideline: If tree stumps were on the property in the disturbed area prior to the acceptance of the construction, the contractor is responsible.

Corrective Measure: The contractor will remove the stump from the area by onsite burying or removal from the property.

12-2

None

Observation: Dead shrubs, plants, trees, or sod planted in disturbed area of property.

Performance Guideline: Any shrub, plant, tree, or sod planted by the contractor that are alive on acceptance of construction and die after that acceptance are the responsibility of the homeowner, not the contractor.

Corrective Measure: None

12-3

Observation: Grass seed does not germinate.

Performance Guideline: Failure of seed to germinate is not the responsibility of the contractor.

Corrective Measure: None.

Discussion/Helpful Hints: Grass seed germination is a homeowner responsibility. Germination failure is typically due to lack of proper watering or washout by heavy rain.

- Stay off seeded area until freshly mulched material has dried.
- Stay off seeded area after rainfall or proper watering. (Continue this practice for one (1) month)
- Proper watering - early morning or early evening are the best time frames to water a new lawn.
- 1/3" of water is recommended to each area covered by sprinkler, every day for one (1) month.
- Hydro-seed mixture includes a starter fertilizer that will supply proper nutrients for the first six (6) weeks.
- It will take up to one (1) year for your new lawn to be fully established. Continue with fertilization.
- Grassy and broadleaf soil born weeds are common in all new lawns.

12-4

None

Observation: Outdoor plants moved during work die after project is completed.

Performance Guideline: Plants that must be physically transported during the work shall be moved, maintained, and replanted by owner. Guarantee of transplanted on site plants rarely if ever happens.

Corrective Measure: None.

Discussion/Helpful Hints: The contractor shall not be responsible for delays in the schedule when plants are moved by the owner.

12-5

1 yr.

Observation: Outdoor plants/trees that are installed by the contractor die after project is completed.

Performance Guideline: Plants shall not die during the warranty period. Plants that die from owner negligence are not covered.

Corrective Measure: The contractor will replace dead plants with plants of like kind and size or as close as reasonably available.

12-6

None

Observation: Native trees are damaged or die.

Performance Guideline: The health of native trees can be affected by changes in water table, ground level and density of soil around the root system as well as damage to bark from heavy equipment.

Corrective Measure: There is no way to completely ensure the continued growth of native trees after construction of a home on a wooded site. The homeowner can minimize the impact of construction by requesting that the stands of native trees be left completely untouched by site development. Since construction requires the use of heavy equipment, some damage can be expected when building on wooded sites. The contractor will cut back the bark on damaged trees and try to "well" or "mound" to leave trees as close to original grade as possible. The contractor cannot be responsible for the life or health of native trees and removal of damaged or dead trees will be a homeowner responsibility.

13. Wood Decks

ARTICLE

WARRANTY PERIOD

13-1

Observation: Wood deck is springy or shaky.

Performance Guideline: All structural members in a wood deck shall be sized, and fasteners spaced, according to appropriate building codes, National Forest Products Association span tables, or a higher guideline agreed upon before construction by the owner and the contractor.

Corrective Measure: The contractor will reinforce or modify, as necessary, any wood deck not meeting the guideline.

Discussion/Helpful Hints: Deflection may indicate insufficient stiffness in the lumber, or may reflect an aesthetic consideration independent of the strength and safety requirements of the lumber. Joists and rafters are required to meet standards for both stiffness and strength. The span table allows, under full design loadings, a maximum deflection equal to 1/360th of the span for floor (3/8 inch in 12 feet). Individual clients may not be satisfied with the deflection limits built into the tables. When a customer's preference is made known before construction, the contractor and the owner may agree upon a higher standard.

13-2

1 yr.

Observation: Spaces between decking are not uniform.

Performance Guideline: The spaces on opposite sides of the individual deck boards shall not differ in average width by more than 3/16 inch at the time the project is accepted unless otherwise specified by owner.

Corrective Measure: The contractor will realign or replace decking boards to meet the guideline.

Discussion/Helpful Hints: The spaces will naturally tend to change over time because of shrinkage and expansion of individual boards. The contractor is only responsible for correct spacing at the time of installation.

13-3

1 yr.

Observation: Railings on wood decking and railing contain slivers in exposed areas.

Performance Guideline: Railings on wood decks shall not contain slivers longer than 1/8 inch in exposed areas at the time the job is accepted.

Corrective Measure: The contractor will repair railings as necessary to remove slivers prior to acceptance of the job. Repair of slivers after acceptance of the job is an owner maintenance responsibility.

Discussion/Helpful Hints: Slivers can develop from weathering of unprotected wood. Proper finishing of wood surfaces helps prevent slivers from forming.

13-4

1 yr.

Observation: Wood deck is out of level.

Performance Guideline: No point on the deck surface shall be more than 1/2 inch higher or lower than any other deck surface point within 10 feet on a line parallel to the house, or proportional multiples of the preceding dimensions, unless the owner and contractor agree to intentionally build a wood deck out of level in order to match or compensate for inaccuracies in the existing structure.

Corrective Measure: The contractor will repair the deck as necessary to meet the performance guideline.

Discussion/Helpful Hints: A slope of approximately 1/8 inch per foot is desirable in the perpendicular direction to shed water and prevent ice build-up.

13-5

1 yr.

Observation: Wood decking boards are split, warped, or cupped.

Performance Guideline: At the time the job is accepted, splits, warps, and cups in wood decking boards shall not exceed the allowances established by the official grading rules issued by the agency responsible for the lumber species used for the deck boards, including but not limited to Southern Pine Inspection Bureau, Western Wood Products Association, West Coast Lumber Inspection Bureau, Redwood Inspection Service, and Northeastern Lumber Manufacturers Association.

Corrective Measure: The contractor will replace decking boards as necessary to meet the performance guideline.

13-6

1 yr.

Observation: Stain color variations on wood or composite deck.

Performance Guideline: Stain color variations are not acceptable if they result from improper stain application or failure to mix the stain properly. Stain color variations resulting from other causes-such as weathering or varying porosity of the wood used to build the deck-are normal and are not covered by this guideline.

Corrective Measure: The contractor will re-stain to meet the performance guideline.

13-7

1 yr.

Observation: Wood decking board has nail head protruding.

Performance Guideline: Nail heads shall not protrude from the floor of the wood deck during the warranty period.

Corrective Measure: The contractor will re-fasten nails with heads protruding from the floor of the deck so that the heads are flush with the surface.

Discussion/Helpful Hints: Nails should be driven flush when the deck is installed, but they may pop from the deck over time as the wood shrinks and expands.

13-8

1 yr.

Observation: Nails on wood deck are "bleeding."

Performance Guideline: Nail strains extending more than 1/2 inch from the nail and readily visible from a distance of more than 3 feet are not acceptable.

Corrective Measure: The contractor will eliminate nail stains to meet the performance guideline.

Discussion/Helpful Hints: This guideline does not apply if "natural weathering" or semi-transparent stains are specified.

13-9

1 yr.

Observation: Wood deck railing lacks sufficient rigidity.

Performance Guideline: Wood deck railings shall be attached to structural members in accordance with applicable codes.

Corrective Measure: The contractor will repair wood deck railings as necessary to comply with applicable codes.

14. Miscellaneous

ARTICLE

WARRANTY PERIOD

14-1

1 yr.

Observation: Garage doors allow entry of snow or water.

Performance Guideline: Garage doors shall be installed as recommended by the manufacturer. Some snow or water can be expected to enter under unusual conditions.

Corrective Measure: The contractor will adjust or correct garage doors to meet the performance guideline.

14-2

1 yr.

Observation: Garage doors fail to operate properly under normal use.

Performance Guideline: Garage doors shall operate properly

Corrective Measure: The contractor will correct or adjust garage doors as required, except where the owner's actions or negligence caused the problem.

14-3

Driveways

1yr.

Observation: Asphalt/Binder driveway develops cracks, settles, shows tire marks.

Performance Guideline: This is a normal condition. Asphalt/Binder is intended as a base for future topping and some settlement is to be expected.

Corrective Measure: None.

Discussion: It is normal for asphalt to crack, settle and to show wear/tire marks and indentations. If any patching is done at a later date, the patching will be visible and will not match/blend with the already existing asphalt.

15. Structural System

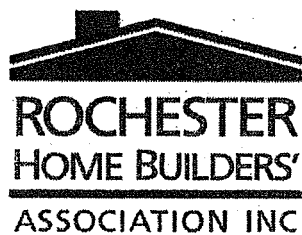
ARTICLE

WARRANTY PERIOD

15-1**6 years****Observation:** The home will be free from latent major structural defects.

Performance Guideline: The home will not have latent major structural defects as defined below, and that constitute: a) defective workmanship performed by the contractor, and agent or the contractor or subcontractor of the contractor; b) defective materials provided by Builder, and agent of the contractor or subcontractor of the contractor; or c) defective design, provided by an architect, landscape architect or other design professional engaged solely by the contractor. Workmanship, materials, and design will be considered to be defective if they fail to meet or exceed the relevant standards and specifications of the New York State Uniform Fire Prevention and Building Code, or if they fail to meet the definition of a major structural defect as stated above. A Major Structural Defect is a defect resulting in actual physical damage to the following load-bearing portions of the home caused by failure of such 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 do not constitute a Materials Defect for the Material Defect coverage: roofing and sheathing; drywall and plaster; exterior siding; brick, stone and stucco veneer; floor covering materials; 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 and counters; hardware; insulation; walks, driveways; plantings; planting beds; retaining walls.

Corrective Measure: Contractor will at its sole option repair, replace or pay the owner the reasonable cost of repairing or replacing the structural defect to meet this standard.



Rochester Home Builders' Association, Inc.
Upstate Building Industry Alliance
20 Wildbriar Road
Rochester, New York 14623
Phone: 585-272-8222 Fax: 585-272-8206
www.FindTheHomePros.com
info@FindTheHomePros.com

64.47

Engineer's Description

Engineer's Description
for
Greenbriar Crossing Association, Inc.
Village of Webster, Monroe County, New York

Prepared for:

Pride Mark Homes, Inc.
1501 Pittsford – Victor Road
Victor, NY 14564

Prepared by:

BME ASSOCIATES
ENGINEERS • SURVEYORS • LANDSCAPE ARCHITECTS

10 Lift Bridge Lane East
Fairport, NY 14450
(585) 377-7360



August 16, 2021

Project No. 2701A

§22.7 (a) Location and Use of Property.

Location of Property and General Site Features

Greenbriar Crossing includes the proposed subdivision and townhouse development of tax parcel #095.06-1-2 located at the southeast corner of Webster Road – NYS Route 250 and State Road – County Road 9 intersection in the Village of Webster, immediately north of the Town of Penfield town line. The property mailing address is Nine Mile Point Road, Webster, New York. As vacant land the property does not have a numerical address. The future addresses and tax map numbers have not yet been assigned by the Village of Webster.

The property is currently zoned R-2-9.6. Within the R-2-9.6 Zone, single-family dwellings and their accessory uses and structures are permitted, and the following are permitted with approval: schools; churches and their related uses, libraries, fire stations, municipal office buildings and public parks and playgrounds, telephone exchanges, utility substations, private swimming pools, two-family dwellings, and townhouses.

§22.7 (b) Site.

The proposed development will include the development of 124 townhouse units on the +/- 44 acre property, including twenty-two (22) 4-unit buildings, twelve (12) 3-unit buildings, and a community center. The townhome model to be constructed on a lot selected by the purchaser will be determined and selected by the purchaser at the time the construction contract is executed by the parties.

Section 1 comprises a total of 17.4 acres and includes thirty one (31) town house parcels and three (3) open space parcels (A-1, B-1 and C-1) comprising +/- 12.40 acres, which will be owned and maintained by the Greenbriar Crossing Association, Inc. The future Greenbriar Sections (2, 3 & 4) comprises a total of +/- 31.60 acres of the total +/- 44 acres and include the construction of 93 townhouse parcels. The future sections will include +/- 28.24 acres of Homeowners' Association lands, which will be maintained by Greenbriar Crossing Association, Inc.

The site features and proposed construction improvements are shown on BME Associates drawings 2701A-01 thru 18. The Village of Webster granted Preliminary approval of the overall subdivision plans on January 21, 2021 and granted Final approval of Section 1 on February 18, 2021. Final approval for subsequent sections will be requested at a later date.

Access to the project will be provided via connections onto both Webster Road (NYS Route 250) and State Road (County Road 9). For Section 1 construction, the townhouse lots will be served by connection to State Road via connection by Autumn Leaf Trail, which will be dedicated to the Village of Webster and provides 60' right of way access. All townhouse lots will be served by individual private driveways.

The development does not include street or sidewalk lighting.

§22.7(c) Sub-soil Conditions.

The Natural Resources Conservation Service (NRCS) indicates that the project contains soils of hydrologic class "B/D", "C/D" and "D" soils within the property and are primarily composed of Massena fine sandy loam (C/D) and Hilton loam (B/D). The area appears to be suitable for the proposed development, and no conditions are expected that cannot be handled through normal construction

practices, drainage improvements, erosion control, and de-siltation measures. Breakable rock and bed rock were encountered at various locations throughout the site at various depths, shallowest depth being 4.8' to bedrock. The property has sufficient load-bearing capacity and porosity to support the townhome buildings.

No moisture or seepage is evident or in need of corrective action.

No hazardous materials and/or environmental restrictions are evident upon the property.

§22.7(d) Landscaping

The representative, typical landscaping plan for the townhomes and community club house is attached hereto. The typical grass seed mixture would contain Perennial Rye, Fescue and Kentucky Blue.

The property does not have retaining walls, display pools or fencing.

§22.7(f) and (n) Sewers and Utilities

1. Description of Lands of the Greenbriar Crossing Association, Inc. Common HOA lands include parcels 'A-1', 'B-1' and 'C-1', totaling +/-12.40 acres. Parcel 'A-1' includes a proposed watermain easement to the Monroe County Water Authority, proposed utility easement to the Village of Webster and a proposed sidewalk easement to the Village of Webster and all common areas and landscaped areas near lots 116-123. Parcel B-1 includes a proposed watermain easement to the Village of Webster, proposed utility and drainage easements to the Village of Webster, a proposed sidewalk easement to the Village of Webster, all common areas and landscaped areas near lots 124-131 and the proposed on-site stormwater management facility. Parcel 'C-1' includes proposed utility easements to the Village of Webster and all of the common and landscaped areas near lots 101-115. The Homeowners' Association will be responsible for the maintenance of all common and landscaped areas.

Streets Owned or Maintained by HOA – The Village of Webster will own and maintain, by dedication, Autumn Leaf Trail and Cedarway Circle. These roads will be built to conform to the latest specifications of the Village of Webster. The Village of Webster shall be responsible for the maintenance of this road to include such items as sweeping, snow removal, pavement repairs and periodic resurfacing.

2. Drives, sidewalks and ramps – The Greenbriar Crossing Association, Inc. will maintain the individual driveways for all lots, which are to be 12' & 17' in width. The Association shall be responsible for maintenance of such items as sweeping, snow removal, pavement repairs, and periodic resurfacing.

Sidewalks are proposed along the Village of Webster dedicated roads. The concrete sidewalks located within the proposed Village right-of-way will be owned and maintained by the Village of Webster and shall be built to conform to the latest specifications of the Village of Webster.

3. Utilities within the Townhouse portion of the development

The design plans for utilities to serve the project have been approved by the appropriate agencies, Village Department of Public Works, and authorities having jurisdiction, and will be constructed in accordance with the most recent specifications of the appropriate agency.

A. Water Distribution System:

The water distribution system will be constructed in accordance with the most recent standards of the Monroe County Water Authority. The system shall provide for both domestic and fire fighting purposes. The watermain, hydrants, valves, and all other appurtenances within the right-of-way or dedicated easement shall be owned and maintained by the Monroe County Water Authority. Shale and/or bedrock may be encountered during installation and excavation of associated watermain appurtenances.

Each unit will be provided with an individual service and usage will be metered on an individual unit basis by the Monroe County Water Authority. Individual homeowners shall be responsible for the maintenance of their own individual water service from the right-of-way or easement line to their home.

B. Sanitary Sewer System:

The sanitary sewer system will be constructed in accordance with the most recent standards of the Village of Webster. The sanitary sewer system within the dedicated right-of-way or easement shall be owned and maintained by the Village of Webster. The proposed sanitary sewer includes the 8" sewer main and manholes. Shale and/or bedrock may be encountered during installation and excavation of associated sewer main and appurtenances.

Each unit will be served by a four (4) inch PVC sanitary lateral that ties into the proposed eight (8) inch sewer main. Individual homeowners shall be responsible for the maintenance of their own individual sanitary lateral from the sanitary sewer connection to their home.

C. Storm Drainage System:

The storm drainage system will be constructed in accordance with the most recent standards of the Village of Webster and New York State Department of Environmental Conservation. The storm drainage system within the right-of-way or dedicated easement shall be owned and maintained by the Village of Webster. Shale and/or bedrock may be encountered during installation and excavation of associated storm drainage system and appurtenances.

All roof downspouts shall be conveyed to the rear of each unit and shall discharge on splash blocks to grade. Individual homeowners shall be responsible for the installation and maintenance of their own sump pump to drain the sump to grade.

The Village dedicated roadways and adjacent lawn areas have been graded to direct surface runoff to various storm inlets. The dedicated storm drainage system will convey drainage to the on-site stormwater management facility. Storm sewers, inlets, and manholes within the dedicated right-of-way or easements for drainage purposes will be owned and maintained by the Village of Webster. Other storm sewers, inlets, manholes and the stormwater management facilities shall be the responsibility of the Greenbriar Crossing Association, Inc..

D. Gas and Electric:

The Rochester Gas and Electric Corporation will provide all units with gas and electric service. All gas and electric services will be installed using underground conduits and will be maintained by the appropriate agency by easement.

- E. Telephone Service:
Each individual unit will be equipped to receive telephone service. The homeowner shall be responsible for contracting with the telephone company to receive services.
- F. Telephone Cable Service:
Each individual unit will be equipped to receive television cable service. The homeowner shall be responsible for contracting with the cable company to receive services.
- G. Landscape Areas:
The maintenance of the lawn and landscaped areas outside of the Village dedicated lands shall be the responsibility of the Greenbriar Crossing Homeowners' Association. The lands to be maintained by the Greenbriar Crossing Homeowners' Association are indicated on Section 1 Subdivision plans as prepared by BME Associates.
- H. Lighting:
Lighting will be provided throughout the project. Light poles will be provided within the dedicated Village right-of-way and will be owned and maintained by the Village of Webster.

§22.7(g) Refuse Disposal

As set forth in the offering plan, the Greenbriar Crossing Association, Inc. will contract for removal or disposal of all refuse materials for the townhomes. The expense of refuse removal will be included in monthly common charges billed by the Association. Necessary permits for disposal of potentially toxic materials must be secured by the individual homeowner to ensure proper transportation of all waste materials to protect the health, safety, and well being of the public. Existing laws will strictly regulate any toxic wastes produced.

§22.7 (u) Additional Information; Floor Plans

Individual floor plans are selected by purchasers at the time of contract.

The site plan and subdivision maps have been approved by the applicable governmental agency.

By: BME Associates
Name: J. Lincoln Swedrock
Title: Vice President
License No.: 089685

[illegible]

Architect's Description

Architect's Description:

Greenbriar Crossing Association, Inc.

Greenbriar Crossing Residential Community Village of Webster Monroe County, New York

Prepared for:

Pride Mark Homes, Inc.
1501 Pittsford-Victor Road
Victor, NY 14564

Prepared by:

James Fahy Design Associates
Architecture & Engineering, P.C.
2024 W. Henrietta Road, Suite 3K
Rochester, NY 14623

August 16, 2021



§22.7(l) Community Center

I. Community Center

This community center, also known as "The Lodge at Greenbriar Crossing", is a one-story wood frame structure. The total height of the building is 24 feet. The building is 2074 square feet and designed to compliment the architecture of the townhomes in the Greenbriar Crossing Community. The community center is intended to be used by the residents of the Greenbriar Crossing Townhomes on an individual and group basis.

Community Center Structure

The foundation for the building is to be constructed with concrete footings, concrete masonry units, concrete slab on grade designed to comply with all New York State and local building codes. The walls are wood frame construction with an engineered roof truss system. The building will be insulated with fiberglass insulation with R-values meeting and exceeding New York State Energy Code.

Building Specifications

MASONRY

- A. Footings: 2500 PSI concrete, sized per plan
- B. Foundation Wall: 5 course CMU sized per plan
- C. Slab on grade: 4" concrete 3000 PSI with 6x6 wwm per plan
- D. Sidewalk, porch and patio slabs: 3500 PSI Concrete per plan

FRAMING

- A. Exterior Walls: 2 x 4 and 2 x 6 hem fir construction, 16" o.c.
- B. Wall Sheathing: 7/16" oriented strand board
- C. Interior Partitions: 2" x 4", 16" o.c., sized as per plan
- D. Roof: Engineered truss and conventional framing with rafters per plan
- E. Roof Sheathing: 7/16" oriented strand board

EXTERIOR DOORS

- A. Main Entrance Door: Therma-Tru Classic Craft front entry system
- B. Rear Club Room Door: Therma-Tru Smooth Star patio

WINDOWS

- A. United Windows New Construction Series 5900

EXTERIOR FINISHES

- A. Roofing: IKO Cambridge 30-year shingle or equal
- B. Siding: Alsie Coverntry Vinyl Siding or equal
- C. Soffits: Alliance Vinyl Soffit or equal
- D. Fascia: Aluminum
- E. Trim: LP Smart Trim
- F. Stone: Ply-Gem Lightweight Stone or equal
- G. Gutters: 5" K-Aluminum Factory Finish with 2" x 3" square downspouts as required, connected to storm sewer

SITEWORK

- A. Per Site Plans prepared by B.M.E. Engineering, the project civil engineer

HEATING

- A. Gas Forced Air: Amana, 95% Efficient Furnace
- B. Air Conditioning: Amana, 13 SEER
- C. Exhaust fans in Men's and Women's lavatories

PLUMBING

- A. Sinks: Kitchen Sink: Double Bowl Stainless Steel
- B. Lavatory Sinks: PROFLO ADA compliant
- C. Faucets: Kitchen: PROFLO Single Control with Spray
Lavatory Sink: PROFLO ADA compliant
- D. Toilets: PROFLO ADA compliant
- E. Garbage Disposal: Insinkerator
- F. Water Heater: EcoSmart electric

ELECTRIC

- A. Wiring: As per code of New York State Board of Fire Underwriters
- B. Service: 200 amp with circuit breakers

INSULATION

- A. Wall: Exterior Wall: R-19
- B. Ceiling: R-38 in flat areas, R-30 in sloped areas

INTERIOR FINISHES

- A. Walls: 5/8" Drywall finished smooth and painted with latex paint
- B. Interior Doors: Solid Core Masonite with wood jambs and frames
- C. Interior Door Hardware: Design House Lever Series
- D. Interior Trim: MDF Baseboard and Casing finished with latex paint
- E. Paint: Two coats of latex paint over primer
- F. Shelving: Ventilated wire shelving
- G. Mirrors: Plate Glass Mirrors above vanities; 42" High x approximate width of vanities.
- H. Bath Hardware: 24" towel bar, towel ring and toilet paper holder.
- I. Grab Bar: ADA compliant.

FIREPLACE

- A. Montigo Direct Vent Gas Fireplace

KITCHEN CABINETS

- A. Wellborn Premier Series
- B. Granite Counter Tops

APPLIANCES

- A. Dishwasher: Under Counter Whirlpool Dishwasher
- B. Range: 30" Slide-in Whirlpool Electric Range
- C. Microwave: Combination Microwave and Hood vented to the Exterior

FINISHED FLOORING

A. Club Room, Exercise and Storage Room: Carpeting by Shaw

B. Foyer, Kitchen, Hall, and Baths: Commercial Grade Ceramic Tile

Community Center Exterior Building Materials Warranties

<u>Building Material</u>	<u>Warranty</u>
<ul style="list-style-type: none"> Roofing – IKO Cambridge 	<ul style="list-style-type: none"> lifetime limited transferable warranty 10-year Algae Resistance warranty against discoloration caused by airborne algae 15-year, 110 mph wind-resistance warranty (Full warranty attached to this document)
<ul style="list-style-type: none"> Vinyl Siding, Soffit, and Accessories <ul style="list-style-type: none"> – Alside Coventry Vinyl Siding, Soffit, and Accessories Vinyl Siding, Soffit, and Accessories 	<ul style="list-style-type: none"> Alside lifetime limited warranty Alside warrants to the property owns that its vinyl; siding, soffit and accessory products (“vinyl siding products”) will not peel, flake, blister or corrode under normal and proper use as a direct result of a manufacturing defect. Limited lifetime warranty against manufacturing defects. Alside warrants its vinyl siding products again excess fade beyond normal weathering if reported. Excess fade is defined by a change in color, as calculated according to ASTM D2244, greater than four (4) Hunter Units of Delta E. Alside warrants that its vinyl siding products will resist damage caused by hail. This Warranty is limited to the terms and conditions, exclusions and limitations, requirements and legal rights stated in this Warranty. (Full warranty attached to this document)
<ul style="list-style-type: none"> Rain Carrying System - Seamless Alasco, Inc aluminum gutters and downspouts 	<ul style="list-style-type: none"> Limited 20 year pro-rated non-transferable warranty covering labor and materials.
<ul style="list-style-type: none"> Doors Therma-Tru Classic Craft Fiberglass Therma-Tru Smooth Star Fiberglass 	<ul style="list-style-type: none"> Residential Lifetime Limited Warranty.(Full Classic-Craft warranty attached to this document) The Smooth-Star patio door system 20-year limited warranty. (Full Smooth-Star warranty attached to this

	document)
<ul style="list-style-type: none"> • Windows • - United Windows New Construction Series 5900 	- Limited Lifetime Warranty Non-Prorated Transferable. (Full United Window warranty attached to this document)
<ul style="list-style-type: none"> • Trim • - LP SmartSide Trim 	- Prorated 50 year limited warranty. (Full LP SmartSide and Trim warranty attached to this document)
<ul style="list-style-type: none"> • Exterior Stone • Ply Gem Stone Veneer 	- 50 Year Limited Warranty. (Full Ply-Gem Stone warranty attached to this document)

§22.7 (n) Plumbing

§22.7 (o) and (p) HVAC

§22.7 (q) Electric

§22.7 (t) Smoke Alarm

Community Center Interior Building Materials Warranties

<u>Building Material</u>	<u>Warranty</u>
<u>§22.7 (n) Plumbing</u>	
Plumbing - PROFLO Plumbing Products	<ul style="list-style-type: none"> - All PROFLO fixtures carry a ONE-YEAR LIMITED WARRANTY. - This products Meets or exceeds ASME/ANSI A112.19.2M. - PROFLO plumbing products are warranted to be free of defects in material and workmanship for one year from date of installation.
<u>§22.7 (o) and (p) HVAC</u>	-
HVAC - Amana High Efficiency Gas Furnace - Amana 13 Seer Air Conditioning	<ul style="list-style-type: none"> - 10 Limited Parts Warranty - Lifetime Limited Heat Exchanger warranty - 10 Year Limited Compressor Warranty (Product information attached to this document)
<u>§22.7 (q) Electric</u>	
Electric - 200 Amp Single Phase Service run to mechanical room - 4/0 service underground - New Construction Aluminum Service and Copper Wiring	
Carpet - Shaw Capital Classics - Shaw Breaking News	Lifetime Commercial Limited Warranty (Detailed Warranty Information attached to this document)

Ceramic Tile	- Commercial wear rating of 4 or greater
Fireplace - Montigo Gas Fireplace	(Full product warranty sheet attached to this document)
Cabinets - Wellborn Cabinetry The Deluxe, Premier and WoodCraft Series	- Lifetime Limited Warranty Wellborn Cabinet, Inc. provides a <i>Lifetime Limited Warranty</i> on The Deluxe, Premier and WoodCraft Series to the original consumer purchaser for the lifetime of the product from the Wellborn Dealer's original date of purchase. The lifetime of cabinets is expected to be 10 years. Based on all other warranty terms and conditions being met, warranty claims will be prorated based on the expected lifetime of the product.
Appliances - Whirlpool Slide-in Range - Whirlpool Refrigerator - Whirlpool Microwave - Whirlpool Dishwasher	- Limited Warranty details attached to this document
<u>§22.7 (t) Smoke Alarm</u>	-
Fire Protection System - The facility will be monitored with a fire monitoring system including a Bosch 9412GV2 Commercial Fire/Burg Control Panel - Sprinkler System is not required by code for this facility.	- All Maintenance and Administration of Access and Fire System included in monitoring agreement.

II. **Exterior Townhouse Building Materials Warranties**

<u>Building Material</u>	<u>Warranty</u>
Roofing – IKO Cambridge	- lifetime limited transferable warranty - 10-year Algae Resistance warranty against discoloration caused by airborne algae - 15-year, 110 mph wind-resistance warranty - (Full warranty attached to this document)
Vinyl Siding, Soffit, and Accessories – Alside Coventry	- Alside lifetime limited warranty - Alside warrants to the property owners that its vinyl siding, soffit and accessory products ("vinyl siding

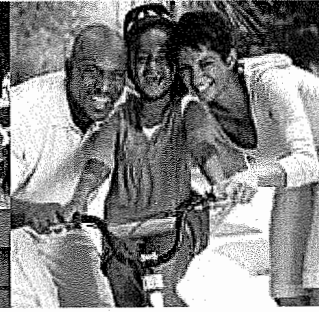
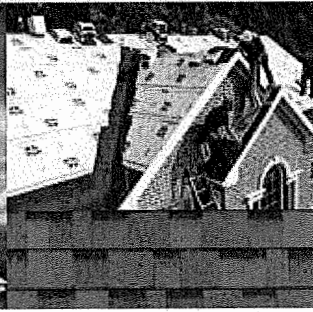
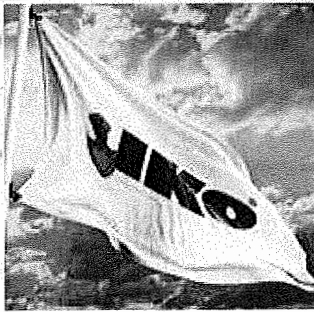
Vinyl Siding, Soffit, and Accessories	<p>products') will not peel, flake, blister or corrode under normal and proper use as a direct result of a manufacturing defect.</p> <ul style="list-style-type: none"> - Limited lifetime warranty against manufacturing defects. - Alside warrants its vinyl siding products against excess fade beyond normal weathering if reported. Excess fade is defined by a change in color, as calculated according to ASTM D2244, greater than four (4) Hunter Units of Delta E. - Alside warrants that its vinyl siding products will resist damage caused by hail. - This Warranty is limited to the terms and conditions, exclusions and limitations, requirements and legal rights stated in this Warranty. (Full warranty attached to this document)
Decking - TimberTech deck	<ul style="list-style-type: none"> - 25 year limited residential warranty(Full warranty attached to this document)
Rail -Rdi Excalibur	<ul style="list-style-type: none"> - 15 year limited warranty (Full warranty attached to this document)
Rain Carrying System - Seamless Alasco, Inc. aluminum gutters and downspouts	<ul style="list-style-type: none"> - Limited 20 year pro-rated non-transferable warranty covering labor and materials.
Doors - Therma-Tru Classic Craft Fiberglass - Therma-Tru Smooth Star Fiberglass	<ul style="list-style-type: none"> - Residential Lifetime Limited Warranty.(Full Classic-Craft warranty attached to this document) - The Smooth-Star patio door system 20-year limited warranty. (Full Smooth-Star warranty attached to this document)
Windows - United Windows New Construction Series 5900	<ul style="list-style-type: none"> - The limited warranty period for windows and doors (including glass and hardware) shall be for the lifetime of the original purchaser. This limited warranty is transferable. (Full United Window warranty attached to this document)
Trim - LP SmartSide Trim	<ul style="list-style-type: none"> - Prorated 50 year limited warranty. (Full LP SmartSide and Trim warranty attached to this document)
Exterior Stone - Ply Gem	<ul style="list-style-type: none"> - 50 Year Limited Warranty. (Full Ply-Gem warranty attached to this document)

Overhead Door - Clopay Model GD1SP	- Limited Lifetime Warranty. (Full Clopay warranty attached to this document)
---------------------------------------	---

Limited Warranty

INFORMATION FOR ASPHALT SHINGLES

IKO.COM



PLEASE RETAIN THIS DOCUMENT FOR YOUR RECORDS – DO NOT SEND TO IKO. *This Limited Warranty form does not constitute proof of purchase.*

OWNER'S NAME

DATE OF APPLICATION

ADDRESS

PRODUCT APPLIED

CONTRACTOR'S NAME

COLOR

ADDRESS

CONTRACT PRICE

PHONE NUMBER

NUMBER OF BUNDLES

CONTRACTOR'S SIGNATURE

IKO®
is Roofing Elevated

6684

THIS LIMITED WARRANTY is applicable to Shingles installed within the United States on or after October 1, 2020. The Limited Warranty in effect at the time of installation of your Shingles will be the limited warranty that is applicable to you. The most current version of this Limited Warranty is available online at www.iko.com/na.

THIS LIMITED WARRANTY explains the details of the limited warranty coverage IKO provides on your Shingles after they have been installed on your roof. Read it carefully to ensure you are well informed about the warranty coverage for your Shingles. If you have questions about that coverage, contact IKO directly for assistance. **Note** that your contractor or roofer is not an employee or representative of IKO. This Limited Warranty can only be changed if such change is in writing and signed by an authorized corporate officer of IKO. IKO is not bound by any guarantees, warranties or representations, or any change to this Limited Warranty made by your contractor, roofer or any other person who is not an authorized corporate officer of IKO.

There are many capitalized terms in this Limited Warranty that have specific meanings. For your convenience, some of the terms are defined below:

"AR" refers to algae-resistant shingles. For details on algae resistance coverage for the products in this Limited Warranty, refer to the section entitled "Limited Algae Resistance Warranty."

"HIGH WIND APPLICATION" means the installation of Shingles using the specific instructions for high wind application that appear on the Shingle wrapper. For "High Wind Application" of IKO's products, please refer to installation instructions on the wrapper and to the section entitled "Limited Wind Resistance Warranty." Many local building codes have specific requirements for applications and should be consulted before beginning any install.

"IKO" means IKO Industries Inc.

"INFORMATION TABLES" means the Limited Warranty Information Tables.

"IRON CLAD PROTECTION" means the limited non-prorated coverage provided by this Limited Warranty during the Iron Clad Protection Period. Please read the section entitled "Iron Clad Protection Period" for more details on this coverage. Specific periods of coverage are shown in the Information Tables in this document.

"LIFETIME" means the period of time commencing on the date of completion of installation of the Shingles on the building and continuing so long as the Owner or the Transferee owns the building on which the Shingles were installed.

"LIMITED WARRANTY" means the limited warranties and your coverage provided by IKO for your Shingles as expressly set out in this document, and are the only warranties provided by IKO.

"OWNER" means the individual owner(s) of the single-family residential home at the time that the Shingles were installed on that building. If you purchase a new residence from the builder of the home and are the first person to live in it, IKO will consider you to be the Owner, even though the Shingles had already been installed. PLEASE NOTE: Refer to footnote 1 in the Information Tables for the Warranty Period for nonindividual Owners or for non-single-family residential homes.

"SHINGLE" OR "SHINGLES" means the IKO asphalt shingle product identified in this Limited Warranty that was installed on the roof of the building owned by the Owner.

"SQUARE" means 100 square feet of roof area.

"TRANSFeree" means the individual who has purchased from the Owner the building on which the Shingles were installed provided that such purchase has occurred within the first 10 years of the Warranty Period and the Owner has complied with the provisions set out in the section entitled "Limited Transferability of Limited Warranty."

"WARRANTY PERIOD" is the length of time for which the Limited Warranty applies to the Shingles installed on the building, starting on the day that the original installation of the Shingles on the building is completed and continuing for the period set out in the Information Table applicable to the specific Shingle installed, unless terminated sooner. Please note that the Warranty Period provided to the Owner differs from the Warranty Period provided to the Transferee, if any.

LIMITED WARRANTY INFORMATION TABLES

SHINGLE NAME	WARRANTY PERIOD ³ (MONTHS)	IKO *IRON CLAD PROTECTION PERIOD ³ (MONTHS)	REDUCTION FIGURE (181 - 206 MONTHS) n*	REDUCTION FIGURE (207 - 480 MONTHS)	REDUCTION FIGURE (FOR MONTHS 481+)	STANDARD APPLICATION /HIGH WIND APPLICATION WARRANTY (mph)	ALGAE RESISTANCE WARRANTY ⁴ (MONTHS)
Armourshake™ ²	Limited Lifetime ¹	180	n/260	384/480	432/480	110/130	120
Crowne Slate™ ²	Limited Lifetime ¹	180	n/260	384/480	432/480	110/130	120
Royal Estate™ ²	Limited Lifetime ¹	180	n/260	384/480	432/480	110/130	120
Nordic™ ²	Limited Lifetime ¹	180	n/260	384/480	432/480	130	120
Dynasty™ ²	Limited Lifetime ¹	180	n/260	384/480	432/480	130	120
Cambridge Cool Colors™ ²	Limited Lifetime ¹	Refer to Chart A	Refer to Chart A	Refer to Chart A	Refer to Chart A	110/130	N/A ⁵
Cambridge™ ²	Limited Lifetime ¹	Refer to Chart A	Refer to Chart A	Refer to Chart A	Refer to Chart A	110/130	120
RoofShake HW™ ²	Limited Lifetime ¹	180	n/260	384/480	432/480	110/130	120
Marathon™ Plus AR ²	300	Refer to Chart B	Refer to Chart B	Refer to Chart B	—	60	60

CHART A

Limited Warranty Information Table for:
Cambridge Cool Colors and Cambridge Shingles

SHINGLE NAME	WARRANTY PERIOD ³	IKO *IRON CLAD PROTECTION PERIOD ³ (MONTHS)	REDUCTION FIGURE (121 - 180 MONTHS) n*	REDUCTION FIGURE (181 - 206 MONTHS) m*	REDUCTION FIGURE (207 - 480 MONTHS)	REDUCTION FIGURE (FOR MONTHS 481+)
Cambridge Cool Colors™ ²	Limited Lifetime ¹	120	n/225	m/260	384/480	432/480
Cambridge™ ²	Limited Lifetime ¹	120	n/225	m/260	384/480	432/480

CHART B

Limited Warranty Information Table for:
Marathon Plus AR Shingles

SHINGLE NAME	WARRANTY PERIOD ³ (MONTHS)	IKO *IRON CLAD PROTECTION PERIOD ³ (MONTHS)	REDUCTION FIGURE (61-180 MONTHS) n*	REDUCTION FIGURE (AFTER 180 MONTHS) m*
Marathon™ Plus AR ²	300	60	n/225	m/600

¹ For any nonindividual owner, such as a corporation, religious entity, condominium, government entity or homeowner association, or for any non-single-family residential home, the Warranty Period for these Shingles is limited to 40 years.

² Hip and ridge shingles used for installation of Shingles must be either Marathon Plus AR, IKO UltraHP, IKO UltraHP IR, IKO Hip & Ridge 12, IKO Hip & Ridge Plus, IKO Hip and Ridge, or an IKO-approved equivalent product.

³ The stated Warranty Period and Iron Clad Protection Period apply to the Owner only. The Warranty Period and Iron Clad Protection Period applicable to the Transferee, if any, shall be limited to lesser of (a) 120 months from original installation, and (b) the Warranty Period and Iron Clad Protection Period that would otherwise be remaining for the Owner, but for the transfer.

⁴ Please see the "Limited Algae Resistance Warranty" section in this Limited Warranty for complete details.

⁵ Cambridge Cool Colors - Dual Grey color only has AR warranty for 120 months.

n* — refers to the number of months that have passed since the Shingles were installed on the building.

m* — refers to the number of months greater than 180 that have passed since the Shingles were installed on the building.

EXAMPLE: A manufacturing defect substantially affecting the water shedding performance of the Shingles is found in June 2038 in Shingles with a 25-year limited warranty. The Shingles were installed in June 2020; 18 years, or a total of 216 months, have elapsed since completion of installation. IKO's warranty obligation will be reduced by $(180/225 = .80) + (36/600 = .06) = .86$. So, IKO's maximum obligation would be 14% $(100 - 86)$ of the cost of the replacement Shingles.

LIMITED WARRANTY

IKO provides this Limited Warranty to the Owner of its Shingle products and if applicable to the Transferee. The coverage provided by this Limited Warranty is subject to the terms and conditions listed in this document. This Limited Warranty and the Warranty Periods set out in the Information Tables are not guarantees of the useful lifetime of the Shingles. The length of time that the Shingles will retain their water shedding performance depends on a wide range of variables that include, but are not limited to, roof design and ventilation, weather events, and climatic and exposure conditions, all of which may vary from one building to another. This Limited Warranty is intended to provide coverage only to the Owner (and the Transferee, if applicable) during the applicable Warranty Period, and only for a manufacturing defect that significantly affects the water shedding performance of the product. The Limited Warranty provides the Owner (and the Transferee, if applicable) with specific legal rights, but the Owner may also have other legal rights. Those rights will vary from state to state.

The Limited Warranty coverage requires the use of matching Hip and Ridge products, including IKO UltraHP, IKO UltraHP IR, Hip & Ridge 12, Hip & Ridge Plus, Hip and Ridge, Marathon Plus AR, or an IKO-approved equivalent product.

Depending on the type of Shingles used on the Owner's roof, other conditions described herein may also apply in order for this Limited Warranty to be valid or applicable.

IRON CLAD PROTECTION PERIOD

IKO offers Iron Clad Protection as set out below for every Shingle listed in the Information Tables. The Iron Clad Protection Period starts on the day of installation of the Shingles on the Owner's roof and continues for the period set out in the Information Table applicable to your specific Shingle. During the Iron Clad Protection Period, IKO will, at its option, either repair or replace the affected Shingles (the "Iron Clad Protection").

If there is a valid claim during the Iron Clad Protection Period, IKO's maximum liability is limited to the reasonable cost of installing new Shingles on the roof. This means that IKO will supply replacement Shingles similar to those already on the roof, plus a reasonable allowance for the cost of installing the new Shingles. Other costs, such as flashings, metal work, non-IKO products, vents or repair of any other damages or expenses incurred or claimed, removal of the existing Shingles from the roof (tear-off), and disposal of the existing Shingles, are **not** covered by the Iron Clad Protection or by other terms of the Limited Warranty, including during the Iron Clad Protection Period.

BEYOND IRON CLAD PROTECTION PERIOD

Once the Iron Clad Protection Period expires, the Limited Warranty provides certain outlined coverage to the Owner for the remainder of the Warranty Period, outlined in the Information Tables for the Shingle product on your roof (the "Beyond Iron Clad Protection Period.")

During the Beyond Iron Clad Protection Period, IKO's maximum liability is the prorated portion of the replacement Shingles required at the time the claim was reported to IKO. Other costs, including labor, tear-off and

disposal of the existing Shingles, other shingles, roof, flashings, metal work, vents or repair of any other damages or expenses incurred or claimed are not covered by the Limited Warranty. The formula used to calculate the coverage available is shown in the Information Tables.

LIMITED WIND RESISTANCE WARRANTY

For Armourshake, Crowne Slate, Royal Estate, Dynasty, Nordic, Cambridge Cool Colors, Cambridge and RoofShake HW Shingles only during the first 15 years after they are installed on the Owner's roof, the IKO Shingles carry a Limited Warranty for wind "blow-off" for Shingles lost from the roof due to wind gusts not exceeding certain maximum speeds (a "Limited Wind Resistance Warranty"). Each type of these Shingles carries a maximum wind resistance limit for this coverage. Please refer to the Information Tables for the wind speed limits for the Shingles on your roof.

For Marathon Plus AR Shingles, during the first five years after they are installed on the Owner's roof, the IKO Shingles carry a Limited Wind Resistance Warranty for wind "blow-off" for Shingles lost from the roof due to wind gusts not exceeding 60 mph.

For the shingles specified in the Limited Warranty Information Tables, the use of a High Wind Application will increase the limit of the maximum wind resistance under the Limited Wind Resistance Warranty (a "High Wind Resistance Limited Warranty"). The wind speed limits for the High Wind Resistance Limited Warranty for those Shingles are listed in the Information Tables. If additional nails as listed are used for the following shingles, the maximum wind speed increases to 130 mph:

- (i) Three additional (eight in total) nails for Crowne Slate.
- (ii) Two additional (six in total) nails for Royal Estate, Cambridge Cool Colors, Cambridge and RoofShake HW.
- (iii) One additional (six in total) nail for Armourshake.

The Limited Wind Resistance Warranty will only apply if: (a) the Shingles were installed using roofing nails (not staples) in strict accordance with the instructions on the wrapper; (b) the Shingles have been manually sealed at the time of installation or have had the opportunity to seal down (manual sealing is not required in the state of Florida).

The Limited High Wind Resistance Warranty will only apply if: (a) the Shingles were installed using roofing nails (not staples) in strict accordance with the instructions on the wrapper, including the additional nails as listed above; (b) the Shingles have been manually sealed at the time of installation or have had the opportunity to seal down (manual sealing is not required in the state of Florida); (c) IKO starter strip shingles have been installed at eaves and rakes. Rake application of starter strip shingles is not required for Nordic and for Dynasty. Armour Starter strips along with either Leading Edge or EdgeSeal Starter must be used in conjunction with Armourshake shingles and (d) required Hip & Ridge shingles were used in the capping of the roof installation for the building upon which the Shingles have been installed.

LIMITED WIND RESISTANCE WARRANTY (Cont.)

Shingles that are installed in cool seasons, or weather may not seal until weather conditions are adequate to allow the self-sealing strip to activate. Please see the "No Limited Wind Resistance Warranty Coverage for Wind Damage Before Self-Sealing Strips Seal" section below for more information regarding the self-sealing strip. Please consult your roofer, shingle dealer, the product packaging or our website at www.IKO.com/na for more information on the application instructions for your Shingles.

For valid claims under the Limited Wind Resistance Warranty (where the warranty conditions are satisfied), IKO's maximum liability is to provide replacement Shingles for those Shingles lost from the roof due to blow-off, or, alternatively, IKO will pay for the reasonable cost of manually sealing unsealed Shingles. Other costs, such as labor, tear-off, removal or disposal costs of Shingles, other shingles, roof, flashings, metal work, vents or repair of any other damages or expenses incurred or claimed, are not covered by the Limited Wind Resistance Warranty or otherwise.

NO LIMITED WIND RESISTANCE WARRANTY COVERAGE FOR WIND DAMAGE BEFORE SELF-SEALING STRIPS SEAL

All Shingles that contain a factory-applied self-sealing strip must be subjected to direct sunlight and warm temperatures for several days before full sealing will occur. Shingles installed in the fall or winter may not seal until the following spring. Shingles that do not receive direct sunlight, or those that are not exposed to adequate surface temperatures may never seal. Damage to the factory self-sealing strip by dust, sand or foreign matter will prevent the sealing strip from activating. This is the nature of shingles, and failure to seal down under such circumstances is not a manufacturing defect. IKO will not be responsible for any blow-offs or wind damage that may occur prior to thermal sealing. After the Shingles have sealed, the Limited Warranty that commenced at installation will cover wind damage or blow-offs, in accordance with the terms listed in the "Limited Wind Resistance Warranty" section.

LIMITED ALGAE RESISTANCE WARRANTY

Most IKO Shingles carry a Limited Warranty against discoloration caused by the development of blue-green algae on the exposed face of the Shingles. (Please refer to the Information Tables to see whether your Shingles carry this coverage and the period of coverage provided.) If there is a valid claim under the Limited Algae Resistance Warranty, during the first year following the installation of the Shingles, IKO at its option, will pay the reasonable cost either to clean or to replace the affected Shingles. Beyond the end of the first year, IKO's liability is to provide the Owner with a labor payment certificate to pay the reasonable costs of cleaning the affected Shingles up to a maximum value of \$15 per Square. This maximum value will be prorated based upon the number of months that the Shingles have been installed on the Owner's home at the time the claim is filed with IKO, divided by the maximum period of coverage listed in the Information Tables.

EXCLUSIONS AND LIMITATIONS

Except as and limited to what is explicitly set out in this Limited Warranty with respect to the Limited Wind Resistance Warranty and the Limited Algae Resistance Warranty, the coverage under this Limited Warranty is only for manufacturing defects that significantly affect the water shedding performance of the Shingles on the Owner's roof, and for no other cause whatsoever. Conditions that do not significantly affect the water shedding performance of the Shingles, or are not due solely to a manufacturing defect in the Shingles, are not covered by the Limited Warranty or otherwise.

As a result, and without limiting the generality of the foregoing, and without limiting any other conditions for coverage under this Limited Warranty as herein set out, IKO will not have any liability or obligation under the Limited Warranty or otherwise for the following:

1. Any damage that occurs during or after any improper application process, including one that fails to follow IKO's printed application instructions.
2. Any variation in the color or shading between installed Shingles on the building, including the fading or weathering of colored granules used in any of IKO's Shingle blends, backsurfacing transfer between Shingles, or asphalt staining of Shingles. IKO reserves the right to discontinue or modify any of its products, including the color blend of any Shingles, without notice to the original Owner or Transferee, if applicable. IKO will not be liable for any costs as a result of such modification or discontinuance of any product.
3. Any damage to the interior or exterior of any building, or any property or contents within or outside any building.
4. Any damage caused by acts of God or other causes beyond IKO's control, including, without limitation, lightning, gale or wind (except for the coverage in the Limited Wind Resistance Warranty), hail, hurricane, tornado, earthquake, explosion, flood, fungus contamination, solid objects falling on the roof or any other causes. This exclusion does not apply to ordinary wear and tear of Shingles caused by the elements.
5. Any damage caused by settlement, distortion or cracking of the roof deck, walls or foundation of a building. This includes failure in the materials used as a roof base (including, but not limited to, conditions arising from the installation of Shingles on dimensional lumber, shiplap or board decks), or by the presence of people, animals, machinery, equipment or any traffic of any kind on the roof.
6. Any damage that arises after the roof is altered following the original installation of the Shingles. This includes any alteration, including structural additions, changes or replacement, or equipment installations (including, but not limited to, signs, water towers, fan housings, air conditioning equipment, solar heaters, water heaters, television and/or radio antennas, satellite dishes, skylights and equipment or machinery of any kind).
7. Any costs incurred for any work, repairs (whether temporary or permanent), or replacements, or where materials used in repairs or replacements were produced by someone other than IKO, unless previously authorized in advance in writing by IKO.

EXCLUSIONS AND LIMITATIONS (Cont.)

8. Any damage that arises from any cause other than a manufacturing defect that significantly affects the water shedding performance of the Shingles, including, but not limited to, such damage arising from:

- A. The effects of debris, resins or drippings from trees.
- B. The effects of any chemical reactions with, or chemicals on the Shingles (whether in contact with the face or underside of the Shingles on the roof) or airborne and which come in contact with the Shingles (such as aliphatic or aromatic solvents, chlorinated hydrocarbons, turpentine, oils and organic or inorganic polar materials).
- C. The excessive use of roofing cement or the use of incompatible roofing cements.
- D. Water infiltration arising from ice damming.
- E. Applications where spray insulation has been applied in the attic space of the building.

9. Any discoloration or damage due to the presence of mold, mildew, fungus, algae, biological growth or pollutant, or other matter on the Shingles or roof (except for the coverage in the Limited Algae Resistance Warranty).

10. Any damage or distortion caused by inadequate ventilation either at the eaves or on the rooftop of the building, except as outlined in the section "Reduced Warranty Coverage for Installation of Shingles on Insulated Roof Decks or Unventilated Roofs." This includes failure of ventilation caused by blocked, nonoperative or defective vents or any other condition that renders the ventilation system ineffective. Roof system ventilation should meet local building code standards for total vent area. Ventilation must also be distributed evenly between the rooftop and the eaves of the building.

11. Any costs related to the removal of any asbestos present in the roof on which the Shingles have been installed.

12. Any damages or failure in performance of Shingles installed over insulated roof deck panels, except as outlined below under the section "Reduced Warranty Coverage for Installation of Shingles on Insulated Roof Decks or Unventilated Roofs."

13. Any Shingle product sold with or bearing "ECONOMY NO WARRANTY," tape or marking. Such Shingle product is sold on an "As Is," no warranty basis.

14. Any damage to Shingles applied in a closed-valley application, where Shingles are used to construct the valley or run-off areas on the roof. Open metal valleys are recommended for best roof performance.

15. Any claim under this Limited Warranty where the Owner or Transferee, if applicable, deliberately or negligently misrepresents or withholds any material fact.

NO LIABILITY OR COVERAGE OUTSIDE TERRITORY

IKO does not provide any warranty for Shingles purchased in Canada, whether by the Owner or by any other party, that are installed in the United States or elsewhere not in Canada. Also, IKO does not provide any warranty for Shingles purchased in the United States, whether by the Owner or by any other party, that are installed in Canada or elsewhere not in the United States.

LIMITED TRANSFERABILITY OF LIMITED WARRANTY

The Limited Warranty for your Shingles provides coverage to the original Owner of the Shingles. However, the original Owner may transfer this Limited Warranty one time during the first 10 years of the Warranty Period to the individual purchasing from the Owner the building on which the Shingles are installed (the "Transferee"), in accordance with the terms set out in this section.

If the original Owner dies prior to a permissible and valid transfer, the Limited Warranty cannot be transferred to the Owner's estate or to anyone else, and the Limited Warranty ends on the death of the Owner. In the absence of a permissible and valid transfer of the Limited Warranty as set out herein, the Limited Warranty ends on the sale or other transfer of the property.

To validly transfer the Limited Warranty from the Owner to a Transferee during the first 10 years of the Warranty Period, the Owner must complete the transfer as follows:

- Notification of a request for transfer must be received in writing by IKO at the Warranty Services Office at the address listed in the section entitled "Notification of Claims." Notification must be received within 30 days of the completion of the real estate transfer.
- The transfer request must attach the original Proof of Purchase for the Shingles and a copy of the property transfer documents.

Following the completion of a valid transfer of the Limited Warranty, the Transferee retains coverage for a maximum period of 10 years from the original date of installation of the Shingles by the Owner, after which point all Limited Warranty coverages are deemed to have expired. A Transferee has no Limited Warranty transfer rights.

NO LIABILITY OR COVERAGE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES

The Limited Warranty provides coverage only for certain limited damage to Shingles that is directly caused by a manufacturing defect that significantly affects the water shedding performance of the product. IN NO EVENT SHALL IKO OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, ASSOCIATED, INCIDENTAL OR CONSEQUENTIAL DAMAGES. This means, without limiting the foregoing, that this Limited Warranty does not cover claims for: damages to homes or other structures, interiors, exteriors, furniture, contents, appliances, loss of

income, loss of enjoyment, storage fees, economic loss, or any other loss or damage. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so this exclusion and limitation may not apply to you in those jurisdictions.

REDUCED WARRANTY COVERAGE FOR LOW-SLOPE ROOFS

The Warranty Period, Iron Clad Protection coverage and annual reduction rates set out in this Limited Warranty only apply to Shingles installed on roof slopes of 4 in 12 (1:3) and steeper. The Warranty Period for Shingles installed on low-slope roofs (i.e., those with a slope of less than 4 in 12 (1:3) and down to 2 in 12 (1:6)) is 12 years and will be prorated for material only (with no Iron Clad Protection coverage) at an annual reduction rate of 8.33%. If certain application procedures are followed as detailed in the application instructions printed on the Shingle wrapper, the regular Limited Warranty may be available for slopes between 3 in 12 and 4 in 12 (1:4 and 1:3). Please see the product packaging or visit www.IKO.com/na for application procedures and instructions for your Shingles, as certain Shingles may not be suitable for use on slopes below 4:12. If you do not know the slope of your roof, please contact your contractor or roofer for assistance.

REDUCED WARRANTY COVERAGE FOR INSTALLATION OF SHINGLES ON INSULATED ROOF DECKS OR UNVENTILATED ROOFS

The coverage under this Limited Warranty is reduced for any Shingles, which are applied to any of the following:

- a) *Roof deck assemblies (of slopes greater than 2 in 12) where foam insulation is prefabricated into the roof deck system (commonly known as "nail board insulation.")*
- b) *Where insulation is installed immediately beneath an acceptable roof deck system.*
- c) *The roof system is unventilated or underventilated.*

In the event that such Shingles are installed on insulated, underventilated or unventilated decks, the Warranty Period available to the Owner is reduced to 10 years with five years of Iron Clad Protection coverage. During the Beyond Iron Clad Protection Period, the annual reduction figure in this case shall be 10% per year for every year from when the Shingles were originally installed to the time the claim is filed with IKO.

LIMITED COVERAGE FOR REPLACEMENT SHINGLES

If IKO provides coverage under this Limited Warranty for a submitted claim, the replacement Shingles are covered by the Limited Warranty only for the remainder of the Warranty Period starting from the date of the completion of original installation of the Shingles that have been replaced.

SEVERABILITY

Any provision hereof that is held to be illegal, invalid or unenforceable in any jurisdiction shall be illegal, invalid or unenforceable in that jurisdiction without affecting any other provision hereof in that jurisdiction or the legality, validity or enforceability of that provision in any other jurisdiction, and, to this end, the provisions hereof are declared to be severable.

NOTIFICATION OF CLAIMS

To receive coverage under the Limited Warranty, the following steps must be followed. This allows IKO the opportunity to review the claim and determine if the reported condition is covered by the Limited Warranty terms. To file a claim, the Owner must:

1. Contact IKO Warranty Services within 30 days of becoming aware of the alleged concern. The Owner may reach IKO toll-free from within the United States at 1-800-433-2811.
2. Provide all information requested by the IKO warranty claims representative in order to open a claim. The warranty claims representative will then forward a Homeowner Inquiry Survey to your attention.
3. Complete and sign the Homeowner Inquiry survey. Return the completed survey along with the following items:
 - a. *A valid Proof of Purchase for your Shingles, which must identify that the Shingles are IKO Shingles, the model of IKO Shingle, the quantity of shingles purchased and the date of original purchase.*
 - b. *The required clear color photos as detailed in the survey information.*
 - c. *Two complete sample Shingles from the roof that demonstrate the alleged concern. (If claim is for color concerns, please send two full sample Shingles of the lighter color and two full samples of the darker color.)*
 - d. *Any other information requested by the warranty claims representative during the original reporting call.*
4. All requested materials should be provided to IKO within 30 days of the discovery of the alleged concern at the address listed below. The cost of shipping the materials required for the claim is the Owner's responsibility. **Claims materials should be sent to:**
IKO Industries Inc., 235 West South Tec Drive, Kankakee IL 60901-8426.
5. Provide IKO and its representative(s) with access to all of the IKO Shingles in question, the roof, and both the outside and inside of the building upon which the roof was installed for the purpose of investigating the claim, if IKO requests access. This request may include physical inspection of the roof surface, taking sample Shingles and photographing the roof surface and the attic space, should IKO determine that such information is needed.

NOTIFICATION OF CLAIMS (Cont.)

If the Owner fails to send in all requested information or does not otherwise comply with these steps, there may be a delay in response to the claim, and IKO is entitled to conclude that the claim is not valid and decline coverage under the Limited Warranty.

IKO will evaluate and respond according to any obligations under the Limited Warranty within approximately 60 days of receiving all necessary information needed to assess reported claim.

IMPORTANT NOTICES

DISCLAIMER OF IMPLIED WARRANTIES AND LIMITATION OF LIABILITY. This Limited Warranty replaces all other oral or written warranties, liabilities or obligations of IKO. There are no other warranties that extend beyond the Limited Warranty described in this document. IKO will not be liable for any oral statement or other written statement about any IKO Shingle, whether such statements are made by an IKO agent or employee, or any other person. IKO does not authorize its representatives, distributors, contractors or dealers to make any changes or modifications to this Limited Warranty.

EXCEPT WHERE PROHIBITED BY LAW, THE OBLIGATION CONTAINED IN THIS LIMITED WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER OBLIGATIONS, WARRANTIES, CAUSES OF ACTION AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; AND, EXCEPT FOR THE OBLIGATION EXPRESSLY CONTAINED IN THIS LIMITED WARRANTY, LIABILITY IS EXCLUDED RELATING TO, IN CONNECTION WITH, OR ARISING FROM, ANY RIGHT, CLAIM, REMEDY AND CAUSE OF ACTION AGAINST IKO OR ANY OF ITS AFFILIATED OR RELATED COMPANIES, OR THEIR AGENTS, OFFICERS, DIRECTORS AND EMPLOYEES, INCLUDING, WITHOUT LIMITATION, STRICT LIABILITY, STATUTE, TORT, NEGLIGENCE, WAIVER OF TORT AND INDIRECT, ASSOCIATED, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

BINDING ARBITRATION

EVERY CLAIM, CONTROVERSY OR DISPUTE OF ANY KIND WHATSOEVER (EACH AN "ACTION") BETWEEN YOU AND IKO (INCLUDING ANY OF IKO'S EMPLOYEES AND AGENTS) RELATING TO OR ARISING OUT OF THE SHINGLES OR THIS LIMITED WARRANTY SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION, REGARDLESS OF WHETHER THE ACTION SOUNDS IN WARRANTY, CONTRACT, STATUTE OR ANY OTHER LEGAL OR EQUITABLE THEORY. YOU AND IKO AGREE THAT ANY ACTION WILL BE ARBITRATED ON AN INDIVIDUAL BASIS AND THAT NO CLAIM(S) WILL BE CONSOLIDATED OR AGGREGATED WITH THE CLAIM(S) OF ANY OTHER PERSONS BY CLASS ACTION, CLASS ARBITRATION, IN A REPRESENTATIVE CAPACITY OR OTHERWISE.

TO ARBITRATE AN ACTION AGAINST IKO, YOU MUST INITIATE THE ARBITRATION, FOR U.S. CLAIMS, IN ACCORDANCE WITH THE FEDERAL ARBITRATION ACT, TO BE CONDUCTED BY A SINGLE ARBITRATOR IN ACCORDANCE WITH THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION; AND YOU MUST COMMENCE THE ARBITRATION AND PROVIDE WRITTEN NOTICE TO IKO BY CERTIFIED MAIL AT THE APPLICABLE ADDRESS NOTED ABOVE, WITHIN THE APPLICABLE TIME PERIOD PRESCRIBED IMMEDIATELY BELOW. IF YOU PREVAIL ON YOUR CLAIMS IN THE ARBITRATION, IKO WILL REIMBURSE YOU FOR ANY FILING AND ADMINISTRATIVE FEES PAID BY YOU TO THE ARBITRATION ORGANIZATION.

Some jurisdictions do not allow mandatory arbitration, so the above arbitration provision may not apply to you in those jurisdictions. An Action may also be referred to another arbitration organization if you and IKO agree in writing. IKO will not elect arbitration for any Action you file in court in which you agree not to seek to recover more than \$25,000, including attorneys' fees and costs, so long as the claim is individual and pending only in that court. You may also reject this arbitration provision by notifying IKO in writing within 45 days after the installation of the Shingles or the valid transfer of this Limited Warranty to you. If any portion of this arbitration provision is not enforced in the arbitration, then either you or IKO can file a lawsuit in court to adjudicate the arbitrability of the Action and the enforceability of the portion of the arbitration provision at issue.

NO ACTION FOR BREACH OF THIS LIMITED WARRANTY, OR ANY OTHER ACTION AGAINST IKO RELATING TO OR ARISING OUT OF THE SHINGLES, THEIR PURCHASE OR THIS TRANSACTION SHALL BE BROUGHT LATER THAN ONE YEAR AFTER ANY CAUSE OF ACTION HAS ARISEN OR ACCRUED. IN JURISDICTIONS WHERE STATUTORY CLAIMS OR IMPLIED WARRANTIES AND CONDITIONS CANNOT BE EXCLUDED, ALL SUCH STATUTORY CLAIMS, IMPLIED WARRANTIES AND CONDITIONS, AND ALL RIGHTS TO BRING ACTIONS FOR BREACH THEREOF EXPIRE AFTER ONE YEAR, OR SUCH LONGER PERIOD OF TIME IF MANDATED BY APPLICABLE LAWS, AFTER THE PURCHASE OF THE SHINGLE PRODUCT. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY OR CONDITION LASTS, SO, THE ABOVE LIMITATION MAY NOT APPLY TO YOU IN THOSE JURISDICTIONS.

66.15

Thank you for choosing
Alside Vinyl Siding.

Alside Vinyl Siding is no
ordinary siding. It is the
result of years of intensive
research and development,
giving you a vinyl siding
of the highest standards.

We take great pride in the
quality of our Siding. So much,
in fact, that we back it with a
Lifetime Limited Warranty.

We hope you take pride and
pleasure in the Alside Siding
you have chosen from your
contractor and will consider
recommending it to your
friends and neighbors.

Thank you.

Alside



The Care and Cleaning of Vinyl Siding, Soffit and Accessories

Like any other exterior siding surface, Alside Vinyl Siding, Soffit and Accessories will have dirt exposure from atmospheric conditions. Ordinarily, the cleaning action of rainfall will be adequate to wash the Products. However, the Products should be washed periodically by rinsing with a garden hose and clear water particularly in those areas not exposed directly to rain. If you desire to do a more thorough cleaning, or where high soil collection conditions occur, follow these simple instructions.

1. Use a soft-bristled, long-handled washing brush. It attaches to your garden hose and makes washing your siding easier. Do not rub vigorously, as this may create glossy areas over the Product finish.
2. For hard-to-remove dirt, such as soot and grime found in industrial areas, wipe the siding down with a solution consisting of the following ingredients:
1/3 cup powdered detergent (Tide®, Fab® or equivalent powder detergent)
2/3 cup household cleaner (SoilMax®, Spic & Span® or equivalent)
1 gallon water
3. If mildew is a problem in your area, prepare the solution above but substitute 1 quart of laundry bleach for 1 quart of water.
4. If you wash down the entire house, start at the bottom and work up to the top, as less streaking will result.
5. It is important that immediately following all washing operations, the entire surface be thoroughly rinsed with fresh water from a garden hose. Avoid prolonged or high pressure rinsing of open, ventilated areas.
6. For best results when using a cleaning solution, select an overcast cool day (55°-75°) and wash only small areas at a time. This should allow the wet cleaning solution to remain in contact with the finish for a period of not less than 3 minutes; then rinse with clear water before it has a chance to dry.

CAUTION: GREATER CONCENTRATIONS MAY CAUSE DAMAGE TO THE PRODUCT FINISH. DO NOT USE CLEANERS CONTAINING ABRASIVE PARTICLES, SOLVENT OR AMMONIATED-TYPE CLEANERS OR PAINT REMOVER FOR CLEANING THE PRODUCTS. WHEN USING ANY OF THE ABOVE CHEMICAL CLEANING AGENTS, OBSERVE THE CHEMICAL MANUFACTURER'S RECOMMENDED SAFETY PRECAUTIONS. PROTECT AGAINST CONTACT OF THE SOLUTION WITH EYES OR SKIN.

This cleaning and maintenance information is suggested in an effort to be of assistance; however, Alside can assume no responsibility for results obtained which are dependent on the solution chemicals as prepared and method of application.

Effective Date: September 26, 2013

Alside
3773 State Road
Cuyahoga Falls, Ohio 44223
800.922.6009

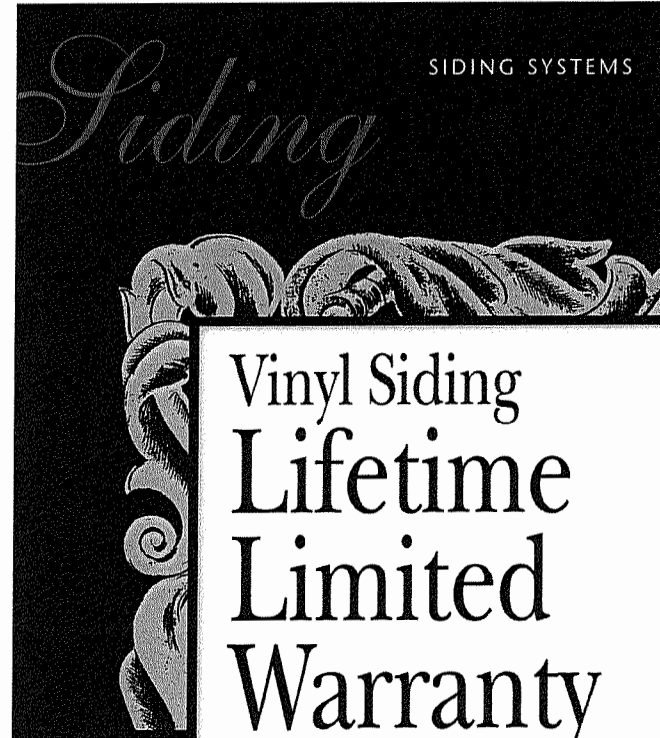
Want to know more?

Visit our website at www.alside.com

©2021 Alside Printed in U.S.A. 03/21 SM/JR 75-2730-01
Alside is a registered trademark of Associated Materials. Tide is a registered trademark of Procter and Gamble. Fab is a registered trademark of Phoenix Brands. SoilMax is a registered trademark of ECOLAB, Inc. Spic & Span is a registered trademark of Pringle Brand Company.

Alside

SIDING SYSTEMS



Vinyl Siding Lifetime Limited Warranty

WITH TRANSFERABILITY PROVISIONS

ISSUED TO

ORIGINAL PURCHASER—PRESENT PROPERTY OWNER

PROPERTY ADDRESS

CITY

STATE

ZIP

PHONE

DATE OF INSTALLATION

DEALER'S NAME

Alside

Vinyl Systems Lifetime Limited Warranty

Alside Vinyl Siding, Vinyl Soffit and Accessories (the "Products") are warranted by Alside against blistering, corroding, flaking and peeling as a direct result of defects occurring in the manufacturing process, under normal use and service, subject to the terms and conditions contained in this Warranty.

If Alside determines that a claim is valid in accordance with the terms of this Warranty, Alside agrees, at its sole option, to repair, refinish or replace only the defective Siding panels, Soffit Panels and/or Accessories, and assume 100% of the cost of material and labor.

In the event that the building upon which the warranted Siding, Soffit and/or Accessories have been installed comprises multiple residential or commercial units, including condominiums, then each individually addressed unit shall be deemed to be a separate property owner unit for all applicability purposes of this Limited Warranty. For an entity other than living persons, the warranty period shall be for fifty (50) years from the original date of installation, under this Limited Warranty.

Transferability Provisions

This limited lifetime warranty (this "Warranty") remains in effect for as long as the owner(s) of the property to which the Products were originally applied (the "Original Property Owner(s)") continues to live in and to own the property. In the event that there is more than one Original Property Owner, this Warranty will remain in effect as long as one of the Original Property Owners is living and owns an interest in the property. Upon change in ownership, this Warranty may be transferred to the new owner(s) ("Subsequent Transferee(s)") as a Fifty (50) Year, Limited Non-Prorated Warranty beginning from the date of original installation of Products. Upon transfer fade shall be covered as set forth in the Fade Protection Schedule.

Exclusions

Alside does not warrant installation nor defects caused by installation. This Warranty covers only the specific manufacturing defects as specified herein. This Warranty does not cover any other damages or material failure including, but not limited to, normal weathering, oxidation, Acts of God, fire, flood, impact from foreign objects, chemical pollutants, mildew, structural defects, negligent maintenance or abuse or distortion or warping due to unusual heat sources (including but not limited to barbecue grills, fire, reflection from windows, doors, or other objects). Normal weathering may cause any surface to oxidize, chalk or accumulate surface dirt or stains due to varying exposures to sunlight, weather and atmospheric conditions. The geographic location, the quality of the atmosphere and other local factors in the area, over which Alside has no control, contribute to the severity of these conditions. This Warranty is valid only if genuine Alside Vinyl Siding, Soffit and/or Accessories are used, but shall

be void if accessory Products incompatible with the Siding, Soffit and/or Accessories are installed which cause defects to occur. The Warranty does not apply to Products that have been painted, varnished, or similarly coated over the manufacturer's original finish unless coating is authorized by Alside pursuant to this Warranty.

Lifetime Limited Fade Protection

Alside warrants that the Products will not excessively fade. Excess fade is defined as a change greater than 4 Hunter Units of Delta E. This limited lifetime Fade Protection remains in effect for as long as the owner(s) of the property to which the Products were originally installed [the "Original Property Owner(s)"] continues to live in and to own the property. For an entity other than living persons, the Fade Protection period shall be for fifty (50) years from the original date of installation under this Limited Warranty prorated under the following schedule.

Alside will cover fade on the following basis:

Alside upon notification and validation of the complaint, will, solely at its option, either repair, replace or refinish (providing materials and labor) Products that have faded, provided such fading is in excess of 4 Hunter units of Delta E.

Fade Protection Schedule

<i>Number of Years from Installation Date to Claim Date</i>	<i>% of Purchase Price of Originally Installed Products found to be Defective for which Alside will be Responsible</i>
During original purchaser's property ownership	100%
Subsequent Owners and others covered by a 50-year prorated Warranty: 0-5 years...	100%
More than 5 but less than 7	90%
More than 7 but less than 8	80%
More than 8 but less than 9	70%
More than 9 but less than 10	60%
More than 10 but less than 11	50%
More than 11 but less than 12	40%
More than 12 but less than 13	30%
More than 13 but less than 14	20%
More than 14 but less than 50	10%

Due to normal weathering, replacement Products may differ in gloss and color from Products that were originally installed. Our obligations under this Warranty will in no event exceed the purchase price of the originally installed Products determined by Alside to be defective and the cost of the labor involved in the original installation of such defective Products. Any additional costs beyond these amounts are the property owner's responsibility.

Hail

Alside Vinyl Siding, Soffit and/or Accessories are also warranted against damage from hail. In such cases, upon authorization, the replacement materials only are covered. In the case of hail damage, the homeowner should first pursue their homeowners' insurance policy for coverage. In the event that coverage is denied by insurance carrier, homeowner will be entitled to the hail protection coverage hereunder. All other costs of replacement of hail-damaged Products, including the cost of labor, shall be the sole responsibility of the Original Property Owner(s) or Subsequent Owner(s) of the property.

Claim Handling

Any claims for defects under this Warranty should be submitted online at www.alside.com/support/warranties/ promptly after discovery of the claimed defect, describing the defect claimed. Proof of Product purchase and proof of property ownership is required for coverage under this Warranty. The homeowner may be asked to complete a questionnaire and submit photos and/or samples, or at Alside's option, a reasonable time shall be allowed for inspection purposes. The obligation of Alside, under this Warranty, shall be performed only by persons designated and compensated by Alside for that purpose and is subject to all other provisions of this Warranty.

The original Warranty shall not be extended by any such work performed, but the remaining Warranty time period shall continue in effect and be applicable under the terms and conditions of this Warranty to the Warranty work performed. A color variance may occur between any new replacement panel in comparison to the originally installed panels due to weathering exposure and would not be indicative of defective Siding, Soffit and/or Accessories. Alside reserves the right to discontinue or change any Siding, Soffit and/or Accessories as manufactured. If the Siding, Soffit and/or Accessories originally installed are not available and Alside determines to replace the defective material, Alside shall have the right to substitute Siding, Soffit and/or Accessories designated by Alside to be of equal quality. Alside may elect to refund the original purchase price for only the defective materials.

The provisions of this Warranty are the full and complete Warranty policy extended by Alside.

This Warranty shall remain in effect only if normal cleaning practices are performed for maintenance of the Siding, Soffit and/or Accessories. (See Care and Cleaning.) This Warranty shall be null and void if harmful cleaning compounds are used.

THE WARRANTY STATEMENTS CONTAINED IN THIS LIMITED WARRANTY SET FORTH THE EXPRESS WARRANTIES EXTENDED BY ALSIDE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, FOR THE SIDING, SOFFIT AND/OR ACCESSORIES. THE PROVISIONS OF THIS WARRANTY SHALL CONSTITUTE THE ENTIRE LIABILITY OF ALSIDE AND SHALL BE THE PROPERTY OWNERS EXCLUSIVE REMEDY FOR BREACH OF THIS WARRANTY. ALSIDE SHALL NOT BE LIABLE TO THE PROPERTY OWNER FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY FOR THE SIDING, SOFFIT AND/OR ACCESSORIES.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This Warranty gives you specific legal rights and you may also have other rights, which vary from state to state.

Alside®

This Warranty is extended only to you and may not be assigned or otherwise transferred to anyone else. ALSCO® aluminum gutters or gutter accessories are not intended for use within one-half (1/2) mile of any body of salt water, and this Warranty will not apply to any aluminum gutters or gutter accessories installed within one-half (1/2) mile of any body of salt water. Any repair of products performed without prior written approval of ARP will void this warranty.

THIS WARRANTY APPLIES ONLY TO ALUMINUM GUTTERS OR GUTTER ACCESSORIES INSTALLED ON PROPERTY LOCATED IN THE 48 CONTIGUOUS STATES OF THE U.S.A. AND THE DISTRICT OF COLUMBIA.

CARE AND MAINTENANCE INSTRUCTIONS

NORMAL CONDITIONS

The finish on these products, like any other colored or painted surface, is susceptible to chalking and some degree of color change due to normal weathering and, also, to dirt accumulation, depending on the atmosphere to which your home is subjected. Under normal conditions, objectionable superficial surface dirt can be removed by washing with a garden hose and a soft-bristled brush. While weathering occurs through exposure to sunlight or weather extremes, the factory applied finish resists the associated problems of chipping and peeling. In addition to the longer term period of resistance to chipping and peeling, the colored coatings are formulated to resist fading due to normal weathering for a reasonable period of time.

The finish gradually releases microscopic particles of pigment in the form of a light powder. This "controlled chalking" is the best way for exposed surface coatings to weather, while providing a self-cleaning feature which helps eliminate loose surface dirt during normal rainfall.

UNUSUAL CONDITIONS

In industrial areas where a more thorough cleaning is necessary or for stains resulting from tree sap, insecticides, chimney fumes, etc., the finish should be washed with a sponge or soft-bristled brush and a solution of detergent and water (1/3 cup Tide per gallon of water, for example). Immediately rinse surfaces thoroughly with a garden hose. Avoid vigorous rubbing as it can cause undesirable glossy areas over the finish. A rotary soft-bristled brush equipped with extension handle is handy for reaching high areas. To minimize streaking, wash from bottom to top.

In some locales mildew may appear as black spots in the accumulated dirt. Mildew may be removed with the following solution. The solution may be sprayed or sponged on or applied with a soft-bristled brush and allowed to remain for 15 to 20 minutes and then rinsed with a hose. An adequate rinse should be assured to cleanse the finish and also further dilute the solution so as not to harm shrubbery. It is also advisable to test your solution or cleaner on an inconspicuous area before application to large areas.

SOLUTION:

- 1/3 cup detergent (Tide, for example)*
- 2/3 cup trisodium phosphate (Soilax, for example)*
- 1 qt. sodium hypochlorite 5% solution (Clorox, for example)*
- 3 qts. water

*CAUTION: Greater concentrations may cause damage to the finish. Do not use abrasive or solvent type cleaners or paint removers. Avoid skin contact or getting the solution in eyes. Follow cleaning compound manufacturers' instructions.

CAULKING COMPOUNDS AND TAR

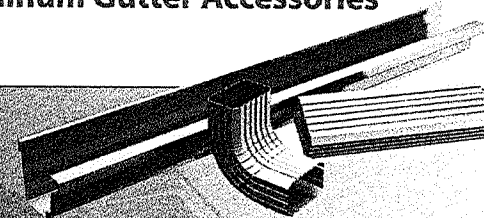
Mineral spirits may be used, in reasonable amounts, to remove petroleum-based caulking, adhesives or tar from the finish. Rinse with clear water.

Copyright© 2010 Aleris Rolled Products, Inc. ALSCO® is a registered trademark of Aleris Rolled Products, Inc. Aleris Rolled Products, Inc. reserves the right at its option, without liability, to change and/or delete products or colors at any time without notice. Changes to the product may have been made since publication. Consult your authorized dealer prior to purchasing. ALSWAR011110

TWENTY (20) YEAR LIMITED WARRANTY CERTIFICATE

(Prorated/Non-Transferable)

ALSCO® Continuous Aluminum Gutter Coil and Aluminum Gutter Accessories



Aleris Rolled Products, Inc.
Warranty Department
1 Reynolds Road
Ashville, Ohio 43103

ALSCO
Building Products Since 1947



TWENTY (20) YEAR LIMITED WARRANTY

ALSCO® Continuous Aluminum Gutter Coil and Aluminum Gutter Accessories

(Homeowner: Please retain for your records.)

Products Installed And To Be Covered By This Warranty

PROPERTY OWNER	DATE INSTALLED
PROPERTY ADDRESS	INSTALLED BY - DEALER NAME
CITY	ADDRESS
STATE	CITY
ZIP	STATE
	ZIP

Prorated / Non-Transferable

COVERED UNDER THIS WARRANTY

This Warranty is extended to you, the property owner(s) identified in this Warranty Certificate ("Certificate") by Aleris Rolled Products, Inc (ARP). Subject to the terms and conditions set forth in this Certificate, ARP warrants that the coated continuous aluminum gutter coil or aluminum gutter accessories, excluding gutter leaf and debris protection products, that are formed and fabricated from genuine ALSCO coated aluminum coil and installed on the property identified in this Certificate (the "Property") will not flake, chip, crack, peel, split, rot, red rust or structurally deteriorate as a direct result of manufacturing defects for a period of twenty (20) years from the date of original installation; provided, however, that the cleaning practices described on the reverse side of this Certificate have been followed. References in this Warranty to your aluminum gutters mean aluminum gutters shaped and formed from ALSCO continuous gutter coil and installed on the Property.

WHAT YOU SHOULD DO IN THE EVENT OF A DEFECT

If your ALSCO coated aluminum gutters or coated aluminum gutter accessories exhibit a manufacturing defect covered by this Warranty, simply write to ARP, Warranty Department, 1 Reynolds Road, Ashville, Ohio, 43103, describing the defect and providing your name, property address, date of installation, a copy of your proof of purchase and a copy of this Certificate. IN ORDER TO QUALIFY FOR WARRANTY COVERAGE, YOU MUST DO THIS WITHIN SIXTY (60) DAYS OF THE DATE THE DEFECT IS FIRST DISCOVERED OR REASONABLY COULD HAVE BEEN DISCOVERED.

ARP will reply to you within a reasonable period of time after it receives your claim, and it reserves the right to require you to furnish additional information or evidence. Further, ARP reserves the right to inspect the gutters or gutter accessories claimed to be defective within a reasonable period of time after it receives your claim.

REMEDIES UNDER THIS WARRANTY

ARP will, at its sole option, either refinish, repair or replace the defective aluminum gutters or gutter accessories in accordance with the following paragraph if it determines that the claimed defect is covered by this Warranty.

If the defect is reported to ARP during the first year following the date of original installation of the defective aluminum gutters or gutter accessories, ARP will pay 100% of the costs of refinishing, repairing, or replacing the defective aluminum gutters or gutter accessories. For each succeeding year thereafter, through the fifth (5th) year, ARP's portion of such costs will be reduced by ten percent (10%) per year. During the sixth (6th) year, and each succeeding year thereafter, through the fourteenth (14th) year, ARP's portion of such costs will be reduced by five percent (5%) per year. During the fifteenth (15th) year through the twentieth (20th) year, ARP's portion of such costs will be reduced by ten percent (10%). ARP reserves the right to require you to pay in advance your portion of the costs, for refinishing, repairing or replacing the defective aluminum gutters and gutter accessories.

In lieu of repairing, replacing or refinishing the defective aluminum gutters or gutter accessories, ARP reserves the right to pay you the lesser of (1) an amount of cash equal to the costs ARP would incur were it to elect to repair, replace or refinish the defective aluminum gutters or gutter accessories, including all applicable labor costs or (2) an amount of cash equal to, but not to exceed the purchase price paid for the defective aluminum gutters or gutter accessories by the original purchaser, including material and labor; provided, however, that the amount paid to you will be subject to the proration schedule set forth in the preceding paragraph.

THE WARRANTIES SET FORTH IN THIS CERTIFICATE ARE THE ONLY WARRANTIES EXTENDED BY ARP IN CONNECTION WITH YOUR ALSCO ALUMINUM GUTTERS OR GUTTER ACCESSORIES AND ARE IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE REMEDIES SET FORTH IN THIS CERTIFICATE SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES, AND ARP'S SOLE LIABILITY, FOR BREACH OF THE WARRANTIES SET FORTH IN THIS CERTIFICATE. ARP SHALL NOT BE LIABLE TO YOU FOR SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTIES IN CONNECTION WITH YOUR ALUMINUM GUTTERS OR GUTTER ACCESSORIES.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusion or limitation may not apply to you.

This Warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.

The Warranty period for any refinished, repaired or replaced aluminum gutters or gutter accessories will be the remaining unexpired portion of the original Warranty period for your aluminum gutters or gutter accessories.

Since a color variance may occur between replacement gutters or gutter accessories in comparison with the originally installed products due to the normal weathering and aging of the originally installed products, this will not be indicative of a defect in either the replacement products or the originally installed products.

ARP reserves the right to discontinue or modify any continuous aluminum gutter coil or gutter accessory line. In the unlikely event that any of the original products are no longer available, ARP will substitute products of comparable quality. ARP also reserves the right to discontinue particular colors. In the unlikely event any of your original colors are no longer available, ARP will substitute one of its currently available ALSCO colors.

Any costs or expenses beyond those expressly assumed by ARP under this Warranty shall be the responsibility of the property owner(s).

CONDITIONS NOT COVERED BY THIS WARRANTY

This Warranty covers only the particular defects described in this Certificate and only if they arise during normal use and service. It does not cover defects attributable to causes or occurrences beyond ARP's control and unrelated to the manufacturing process, including, but not limited to, faulty or improper forming or installation, normal weathering, oxidation, exposure to paint solvents or to corrosive atmospheres (such as those contaminated with salt or salt spray, acid rain, harmful chemicals or vapors), mildew, unreasonable use, misuse, physical abuse, accidental damage, vandalism, use of incompatible accessories, fire, flood, earthquake, lightning, ice or windstorms, hail or other acts of God, wind-borne objects, building settlement or structural failures (including walls and foundations) or the use of harmful cleaning compounds. ARP is not responsible for any damage to your aluminum gutters which occurs during or as a result of the shaping or forming of your aluminum gutters. Such damage is the sole responsibility of the dealer from whom you purchased them.

Uniform fading and color change are not covered by this warranty, since normal weathering and the normal aging process will cause any colored surface to fade, darken, chalk or acquire a surface accumulation of dirt or stains. The severity of these conditions depends on air quality, the geographic location of your property and other local conditions over which ARP has no control. Normal weathering is defined as exposure to sunlight and extremes of weather and temperature.

Non-uniform fading and color change resulting from unequal exposure of the products to the sun and elements are not covered by this Warranty.

This Warranty shall not apply if the Property has any copper on its roof (whether in the roof itself or in flashings or valleys) or on any area which directs water to your aluminum gutters and gutter accessories.

Therma-Tru® Fiberglass and Steel Door Systems

Fiberglass – Classic Craft®, Fiber-Classic®, Smooth-Star®, and Pulse® Door Systems
Steel – Pulse®, Profiles™, Traditions®, and Therma-Tru® Fire Door Steel-Edge Door Systems

Limited Warranty

For Purchases Made on or After January 1, 2021

1. WHAT THE LIMITED WARRANTY COVERS AND FOR HOW LONG

a) PRODUCT DEFINITION:

THERMA-TRU® DOOR SYSTEM ("Product") consists of (i) a Therma-Tru fiberglass or steel door slab(s) named above and (ii) the following parts when they are genuine Therma-Tru components: sidelites, any applied or inserted panels, dentil shelf, simulated divided lites on doors and sidelites, glass lite inserts, flush-glazed glass, wood grilles, composite door frames featuring Tru-Guard Composite Technology, door surrounds, hinges, weatherstrip, door bottom sweep (gaskets), rain deflector, rain guard, sill pan, screens, corner seal pads, door sill, astragal, steel door frame, rot-resistant door frame components and multi-point locking system door handles and lockset (on fiberglass Products only). This Limited Warranty applies only when the Product is entirely composed of genuine Therma-Tru components.

b) COVERAGE:

Subject to the limitations and exclusions below, and for the duration of the applicable stated Warranty Period, Therma-Tru warrants that Products purchased and installed in the USA or Canada:

NON-GLASS COMPONENTS: Are free from non-conformities in material and workmanship. All hinges in fiberglass and steel Product, and multi-point locking systems installed in a fiberglass Product are also warranted against non-conformities in the mechanical and locking mechanism (excluding (i) installations within 5 miles of a body of salt water, (ii) the finish, and (iii) multi-point locking systems installed in steel Products). See Section 2a "WHAT THIS LIMITED WARRANTY DOES NOT COVER" for clarification.

GLASS COMPONENTS: Are free from non-conformities in material and workmanship resulting in internal glazing failure, seal failure, internal insert slippage, miniblind mechanism failure, and permanent and material visual obstruction from moisture or dust film formation in the air space of the sealed glass unit.

NOTES ABOUT TIMELY FINISHING OF DOOR SYSTEMS:

- For continued warranty coverage, all Products with a fiberglass door slab must be finished within 6 months of the installation date; and all Products with a steel door slab must be finished within 2 weeks of the installation date. However, all bare or unprotected wood surfaces (such as door frames) on all steel and fiberglass Products (including any bare or unprotected wood surfaces used or exposed by builders, contractors, dealers, or distributors on or in conjunction with the Products) should be primed and painted or stained and top coated within the lesser of: (i) 2 weeks of installation or (ii) exposure to weather. All door slabs must have all 6 sides finished. (Note: If a genuine Therma-Tru door bottom sweep (gasket) is properly applied by the builder, contractor, dealer, or distributor to the bottom edge of the door, then only the 5 remaining sides of the door require finishing.) Ready-to-install smooth white composite door frame components do not require finishing for continued warranty coverage. For all doors, sides, top and bottom must be inspected and maintained as regularly as the front and back face surfaces. All PVC lite frames, buff grained composite door frames, and door surrounds must be finished within 30 days of installation. PVC lite frames are not recommended for use behind storm doors or if exposed to direct sunlight to be painted dark colors.

- Improper or untimely finishing of the Product by the Warranty Holder or its agents (i) increases the chance for Product damage of the type which is NOT COVERED by this Limited Warranty and (ii) increases the preparatory work that must be performed by the Warranty Holder or its agents in order to properly finish and maintain the Product in a manner not inconsistent with Therma-Tru's recommendations and instructions. This is particularly a consideration for steel Products.
- Therma-Tru Same-Day® Stain finishing product is recommended for staining and top coating fiberglass Products that do NOT have a Therma-Tru factory-applied exterior finish, that is, for Classic Craft®, Fiber-Classic®, and Pulse® Product, and is covered by a separate 5-year limited warranty from the date of purchase. (Request a copy for all terms and provisions from Therma-Tru as indicated in Section 6 below or from your builder, dealer, or contractor who installed or sold the Product.)
- See Therma-Tru's recommendations and guidance for proper finishing of fiberglass and steel Products at www.thermatru.com (i) "Recommendations for Proper Finishing and Painting or Staining", and (ii) "Frequently Asked Questions".

SUMMARY OF LIMITED WARRANTY PERIODS FOR PRODUCTS – for Residential Warranty Holders Effective January 2021

This table summarizes for Residential Warranty Holders the Warranty Periods under this Limited Warranty that apply to Products. This table is provided for the Warranty Holder's convenience ONLY. READ the entire Limited Warranty for the conditions and limitations that apply to this information. Products installed in commercial or multi-resident dwellings are subject to different warranty coverages, Warranty Periods and transferability restrictions which are stated in Section 1(c) "Warranty Duration".

Door System ¹	Fiberglass		Steel		
	Classic Craft	Fiber-Classic Smooth-Star Pulse	Profiles Wood-Edge Pulse	Traditions Wood-Edge	Therma-Tru® Fire Door Steel-Edge
Warranty Period	Lifetime	Lifetime	10 Years	5 Years	15 Years (10 Years within 5 Miles of Salt Water)
Warranty Transferrable	1x	Conditional ³	No	No	No
Door a/k/a Door Slab and Panels — Applied or inserted	Yes	Yes	Yes	Yes	Yes
Fire-Rated ²	20-minute ² Select Product Codes	20-minute ² Select Product Codes	20-minute ² Select Product Codes	20-minute ² Select Product Codes	90-minute ²
Glass Lites (Inserts and Flush-Glazed) Clear, Low-E, Miniblinds, Decorative, Lite Dividers, and Lite Frames	Yes	Yes	Yes	Yes (10 Years)	No
Dentil Shelf	Yes	Yes	Yes	Yes	No
Hinges Mechanical (excluding (i) installations within 5 miles of a body of salt water and (ii) the finish)	Yes	Yes	Yes	Yes	Yes
Multi-Point Locking System Mechanical and locking mechanisms Installed in Products with fiberglass door slabs (excluding (i) installations within 5 miles of body of salt water, (ii) the finish and (iii) multi-point locking systems installed in steel Products)	Yes	Yes	No	No	No
Door Surrounds	Yes	Yes	Yes	Yes	Yes
Door Bottom Sweep (Gasket) and Weatherstrip	Yes	Yes	Yes	Yes	Yes
Rain guard/Rain deflector	Yes	Yes	Yes	Yes	Yes
Sills and Sill Pan	Yes	Yes	Yes	Yes	Yes
Corner Seal Pad	Yes	Yes	Yes	Yes	Yes
Aluminum or Stainable Astragal	Yes	Yes	Yes	Yes	Yes
Screens	Yes	Yes	Yes	Yes	No
Composite Door Frames featuring Tru-Guard Composite Technology	Yes ³	Yes ³	Yes	Yes	Yes
Steel Door Frame Components	Yes	Yes	Yes	Yes	Yes
Rot-Resistant Door Frame Components	Yes	Yes	Yes	Yes	Yes
PrismaGuard™ Finishing System ⁴	Yes ⁴ (10 Years, transferrable balance)	Yes ⁴ (10 Years)	Yes ⁴ (10 Years)	Yes ⁴ (5 Years)	Yes ⁴ (10 Years)
Tru-Defense® Door System Warranty Rider Eligibility	Yes ⁵	Yes ⁵	No	No	No

¹ A "door" and a "door system" are not the same. A "door system" is assembled by a person (for example, your builder, contractor, dealer, or distributor) who sources and combines various separate components, including the "door slab", into an entry system. If your door system is assembled using all genuine Therma-Tru parts, then you receive far more than just a beautiful door. You are purchasing an entry system in which every component has been manufactured or recommended by Therma-Tru to work together as an integral "door system" ... AND you will get the full benefit of a Therma-Tru door system limited warranty.

² A 20-minute Fire-rated door must be permanently labeled with a fire door certification label to signify that the Product is qualified as Fire-rated. To determine if an eligible door has been machined and is certified for use as a fire door, an official fire door certification label will be affixed, usually between the top and middle hinge, on the edge of the hinge side of the door slab. In the event that a fire door certification label is missing or has been removed, for a Fire-rated door to retain its fire rating it must be field labeled by the certification entity that originally certified the door (usually Warnock Hersey Intertek or Underwriters Laboratories). A Therma-Tru Fire Door (TR12-24) Steel-Edge must be installed with a Therma-Tru Adjusta-Fit² frame with a lock bore sleeve, and a smoke and draft intumescent seal to achieve a 90-minute or 60-minute positive pressure rating.

³ Composite Door Frames featuring Tru-Guard Composite Technology when paired with a Therma-Tru fiberglass door system may qualify for a transferrable warranty rider (see the "Therma-Tru® Fiberglass Door Systems with Composite Door Frames featuring Tru-Guard™ Composite Technology Transferrable Rider" for details). A copy of the warranty is available from Therma-Tru Corp., 1750 Indian Wood Circle, Maumee, Ohio 43537, at 1-800-537-5322 or at www.thermatru.com, or from the builder, dealer, or contractor who installed or sold the Product.

⁴ PrismaGuard Finishing System: PrismaGuard finish is available through certain distributors of a Therma-Tru fiberglass or steel door system and is covered by a separate limited warranty rider. A copy of the PrismaGuard Finishing System Warranty Rider for is available from Therma-Tru Corp., 1750 Indian Wood Circle, Maumee, Ohio 43537, at 1-800-537-5322 or at www.thermatru.com, or from the builder, dealer, or contractor who installed or sold the Product.

⁵ Tru-Defense Fiberglass Door System: A Therma-Tru Fiberglass door system may qualify for supplemental reimbursement under the Tru-Defense® Door System Warranty Rider that provides for additional payment to the Warranty Holder of up to a maximum of \$2,500 reimbursement if water infiltrates under a properly assembled, installed, and maintained fiberglass door system that meets the additional provisions stated in the Tru-Defense® Door System Warranty Rider. A copy of the Tru-Defense® Door System Warranty Rider for Fiberglass Door Systems is available from Therma-Tru Corp., 1750 Indian Wood Circle, Maumee, Ohio 43537, at 1-800-537-5322 or at www.thermatru.com, or from the builder, dealer, or contractor who installed or sold the Product.

THERMA-TRU
DOORS

Page 2

REV 12/21/2018

66.21

c) WARRANTY PERIOD:

Product	Warranty Holder Classification	
	Residential Warranty Holder	Commercial/Multi-Resident Warranty Holder
Fiberglass: • Classic Craft Doors	Lifetime with 1x Transferrable ⁶	3 Years ⁹
Fiberglass: • Fiber-Classic Doors • Smooth-Star Doors • Pulse Doors	Lifetime ⁷	3 Years ⁹
Steel: • Profiles (Wood-Edge Doors) • Pulse (Wood-Edge Doors)	10 Years ⁸	1 Year ⁹
Steel: • Traditions (Wood-Edge Doors)	5 Years ⁸	1 Year ⁹
Steel: • Therma-Tru Fire Door Steel-Edge Doors	15 Years ⁸ (10 Years ⁸ within 5 Miles of Salt Water)	1 Year ⁹

⁶ "Lifetime with 1x Transferrable" means that the Lifetime Limited Warranty (described in footnote⁷ below) is transferrable by the original Residential Warranty Holder once to a subsequent Residential Warranty Holder and the Lifetime Residential Warranty Period will continue until that second Residential Warranty Holder no longer owns and resides in the residence ("Lifetime with 1x Transferrable") The transferee-second Residential Warranty Holder is subject to any shorter duration of Warranty Period expressly stated in this Limited Warranty.

⁷ Measured from date Product was originally purchased from an authorized dealer and continuing for as long as the original Residential Warranty Holder owns and resides in the premises in which the Product was installed ("Lifetime Limited Warranty"), unless a shorter duration is expressly stated for the Product component. Not transferrable unless paired with a Composite Door Frame featuring Tru-Guard Composite Technology in which case the Therma-Tru fiberglass door system may qualify for a transferrable warranty rider (described in footnote³ above).

⁸ Measured from date Product was originally purchased from an authorized dealer and continuing for the stated duration period as long as the original Residential Warranty Holder owns and resides in the premises in which the Product was installed during that entire duration period. Not transferrable.

⁹ Measured from the earlier of the date Product was shipped from Therma-Tru or an authorized dealer; transferrable to successor Commercial/Multi-Resident Warranty Holder during and for the balance of the original Commercial/Multi-Resident Warranty Period.

d) WARRANTY HOLDER CLASSIFICATIONS:

RESIDENTIAL WARRANTY HOLDERS: If the Product is installed in (i) a new residential dwelling and the first occupant owns the dwelling or (ii) an existing owner-occupied residential dwelling, and in each case, at the time of installation such owner is also responsible for Product replacement, then that owner is a Residential Warranty Holder. For example, assume the Product is installed in a condominium unit in a multi-resident building. If the first occupant of the condominium unit is the first owner of that unit and is also responsible for Product replacement, then that owner is a Residential Warranty Holder; however, if the owner is not the first occupant or if someone else other than the owner (for example, the condominium association) is responsible for Product replacement, then the owner is not a Residential Warranty Holder.

COMMERCIAL/MULTI-RESIDENT WARRANTY HOLDERS: If the Product is installed under conditions in which no one qualifies as a Residential Warranty Holder as described above, then the warranty holder is the owner of the dwelling or building in which the Product has been installed at the time of installation (and its builder and contractor). That owner is classified as a Commercial/Multi-Resident Warranty Holder. For example, this includes owners of commercial or investment buildings, or multi-resident premises in which the occupant is not responsible (other than through periodic fees/other assessments) for Product replacement whether or not the occupant owns the residential dwelling unit in the premises (including by example, certain condominiums, town homes, duplexes, apartments, cooperatives).

2. WHAT THIS LIMITED WARRANTY DOES NOT COVER

This Limited Warranty does not include non-conformities or damages attributable to or arising from:

a) GENERALLY:

- General wear and tear, including without limitation wear and tear of weatherstrip, corner seal pads, door bottom sweep (gasket), or the multi-point locking system.
- Minor scratches or minor visual imperfections outside the Product's standard manufacturing and quality specification parameters.
- The finish on a multi-point locking system (door handles and lockset) and hinges is not warranted and is purchased "AS IS". This includes but is not limited to finish discoloration, tarnishing, scratches, abrasions, and visual imperfections. Exposure to certain environmental conditions, including but not limited to salt spray, acid rain, high humidity, or other corrosive elements may adversely affect the coatings on finishes (as well as the mechanical and multi-point locking system (door handles and lockset mechanisms). Timely and proper cleaning of hinges and a multi-point locking system will help to extend the finish appearance (and mechanical mechanisms) and discourage the possibility of rust and corrosion. Hinges and a multi-point locking system (door handles and lockset) should be wiped down periodically with a soft, water-dampened cloth and dried off with a soft dry cloth. Abrasive cleaners or other harsh chemicals should never be used on hinges or a multi-point locking system (door handles and lockset). Maintenance of the finish (and mechanical mechanisms) is the responsibility of the Warranty Holder.
- The mechanical mechanism on hinges installed within 5 miles of a body of salt water.
- The mechanical and locking mechanism on the multi-point locking system if the Product is installed within (5) miles of a body of salt water or installed on any steel Products. The Warranty Holder is responsible for maintaining the mechanical features of hinges and the multi-point locking system in the same manner as noted in the 3rd bullet above. Therma-Tru does not recommend the use of multi-point locking systems with steel Products. If any multi-point locking system is used with steel Products, its use is "AS IS" WITH NO WARRANTIES, EXPRESS OR IMPLIED WARRANTIES, INCLUDING NO WARRANTIES OF MERCHANTABILITY OR

FITNESS FOR A PARTICULAR PURPOSE, AND THE OTHER PROVISIONS OF SECTIONS 4 AND 5 OF THIS LIMITED WARRANTY APPLY.

- Negligence; improper use; incorrect installation or finishing (with stain, paint, or varnish, or in any manner); lack of maintenance (including failure to properly maintain finish, see "NOTES ABOUT TIMELY FINISHING OF DOOR SYSTEMS" above); or operation inconsistent with Therma-Tru® recommendations and written instructions that are generally available in Therma-Tru Product Manual as updated by bulletins or other written communications, or on the Therma-Tru website at www.thermatru.com. STEEL PRODUCTS, PARTICULARLY THOSE INSTALLED WITHIN FIVE 5 MILES OF A BODY OF SALT WATER, REQUIRE PROMPT AND CAREFUL INITIAL FINISHING AND MAINTENANCE BY THE WARRANTY HOLDER, INCLUDING PERIODIC CLEANING, FINISHING, AND REFINISHING, AND OTHER REPAIRS in accordance with Therma-Tru's above referenced recommendations and written instructions.
- Improper pre-installation storage, including inadequate shelter or inadequate venting of shipping wrap in humid locations.
- Misapplication of Products or faulty building design or construction, including inadequate flashings, caulking, building settlement, or structural failures of walls or foundations, or inadequate overhangs.
- Installation in locations or a manner that exceeds or deviates from Product design standards and/or testing and certified performance specifications, and/or not in compliance with building codes.
- Product reinstalled after removal from its original installation, except in connection with proper and timely maintenance of components which incur normal wear and tear, such as the weatherstrip, door bottom sweep (gasket), and corner seal pads.
- Rotting, splitting, warping, swelling, or other adverse condition, of or attributed to or arising from a frame system, unless the frame system is a genuine Therma-Tru composite or rot-resistant component part (Therma-Tru Primed Pine or Therma-Tru Oak jambs, mullions and brickmould are not composite or Rot-Resistant components). Use of a non-Therma-Tru frame system by the Warranty Holder (or its door system dealer, distributor, builder, installer, contractor, or other agent) will not automatically void this Limited Warranty. However, while Therma-Tru recommends the use of a rot-resistant or rot-free frame, Therma-Tru does NOT warrant the performance or integrity of any third party frame product (even if the manufacturer claims that its frame product is rot-resistant or rot-free), and therefore, this Limited Warranty will not apply to Product non-conformities or damages attributed to or arising from the rotting, splitting, warping, swelling, or any other condition of a third-party frame product.
- Damages aggravated or worsened because of failure by the Warranty Holder or its agents to timely take reasonable actions to mitigate any alleged damages or failure to file a claim for alleged damages promptly and during the Warranty Period.
- Harsh natural environmental conditions, including by example from substantial exposure to sun, salt spray, or airborne pollutants; other severe conditions including exposure to harsh chemicals or solvents, such as acidic brick washes or stucco leach; or damage from vandalism, or domestic or wild animals. Use of this product in coastal applications will not automatically void this warranty.
- Therma-Tru does not manufacture storm doors and is not responsible for any failure of, or any damage caused to, the storm door. PVC lite frames and PVC dentil shelf components are not recommended to be installed behind a storm door or to be painted dark colors, if exposed to direct sunlight. However, the use of a properly installed and properly vented storm door along with a Therma-Tru door system does not void this Limited Warranty. The Therma-Tru door system will continue to be subject to the terms and provision of this Limited Warranty.

- Labor for removing, installing, or replacing Product or components or labor for other materials that are removed, reinstalled, or refinished in conjunction with repairing or replacing the Product or component.
- Any painting, staining, scratching, or other alteration of a Therma-Tru factory-applied exterior coating surface of the Products.
- Fading, discoloration, or color change of a Therma-Tru factory-applied color coating that equals or is less than five 5 Delta E units, calculated in accordance with ASTM E 308-85, ASTM E 805-81 and ASTM D 2244-85, effective on the date the Product is manufactured, and which covers less than a material portion of the exterior of the Product. Color change will be measured on an exposed color surface of the Product that has been properly maintained and cleaned of soils, and the corresponding values measured on the original or unexposed color surface. Non-uniform fading or color change is a natural occurrence if the exterior surfaces of the Product are not equally exposed to the sun and other environmental conditions.
- All wood parts including primed pine jambs, primed pine mullions, primed pine brickmould, oak jambs, oak mullions, oak brickmould, mull casing, and locking systems installed in Products with steel door slabs.
- Products not installed in the USA or Canada.

b) GLASS:

- Minor variations in glass color or imperfections that do not affect the structural integrity of the glass or do not permanently and materially obstruct vision from moisture formation between the panes.
- Glass covered with aftermarket window films.
- Accidental glass breakage, including by example caused by debris or foreign objects striking the glass, or breakage that may occur under conditions exceeding the Product's performance parameters.
- Condensation, frost, or mold resulting from humidity within the building and interior/exterior temperature differentials. Note: There is no such thing as a "condensation-free" window in high-humidity conditions. Controlling the amount of moisture in your home is the most effective action you can take to avoid condensation.
- Stresses from localized heat which cause excessive temperature differentials over the glass.
- Post-manufacture dissipation of inert gases (as argon) or the amount of gas in Products with inert gas-filled insulating glass.
- Scratches or other imperfections, unless readily observable more than 4 feet away.
- Any sound that occurs from decorative grids striking the glass due to vibrations from daily use or outside traffic is not considered an imperfection, nor is the grid touching the glass (primarily in triple-pane window units) considered a defect.
- Mineral deposits.
- The alteration or application of any aftermarket films, coatings, tints, or other similar products not originally supplied by Therma-Tru will void this Limited Warranty.

c) ADDITIONAL LIMITATIONS, EXCLUSIONS AND CONSIDERATIONS:

- This Limited Warranty does not guarantee safety for persons or property, nor make a premises hurricane-proof or impact-proof. Follow weather and news reports in order to assess severe weather situations, and obey local authorities' shelter and evacuation orders.
- This Limited Warranty does not cover damage attributable to or caused by acts of God that include, but are not limited to, stresses,

high winds, floods, fire and other conditions that exceed Product designs and testing specifications that are test evaluated and certified as referenced in Therma-Tru's published literature. CERTIFICATION APPROVAL, RATING AND REFERENCES TO OTHER PERFORMANCE STANDARDS MEAN THAT THE PRODUCT MEETS THE ESTABLISHED SPECIFICATION PARAMETERS OF THE CERTIFICATION PROCESS OR STANDARD TESTING AT THE TIME THE PRODUCT IS MANUFACTURED. However, with exposure over time to environmental conditions, including by example high-wind events and other forces of nature, the Product will be subjected to normal and abnormal wear, and its performance capability may change. It is the Warranty Holder's (and its building agents) responsibility to consult local building code laws, and the certification and rating agencies published materials and websites for guidelines on the standards necessary to meet all regulations and codes in the area where the Product will be installed. Product features designed to help address pressurization of a building during high-wind or other severe storm events are not a guarantee against water and air infiltration, and Therma-Tru is not responsible for claims or damages caused by water or air infiltration of Product.

- Product selection is the sole responsibility of the Warranty Holder and its building agents, not Therma-Tru.
- Damage from failure to inspect Product following each high-wind or impact event is not covered under this Limited Warranty.
- This Limited Warranty will be void if the Product rusts due to reasons other than non-conformities in material and workmanship, including without limitation rusting (on steel Products) arising from misuse, abrasions, environmental conditions, solvents, corrosives, salts, chemicals, excessive moisture, or any other damage due to normal wear and tear that could have been addressed by routine, timely, and proper initial finishing or periodic corrective maintenance.

3. THIS LIMITED WARRANTY'S EXCLUSIVE REMEDY

If the Product or any components fail to meet this Limited Warranty, Therma-Tru's sole obligation is to either (as Therma-Tru elects):

- Repair the component(s) (color and graining matching not guaranteed), or
- Provide replacement component(s) to the Warranty Holder or Therma-Tru's dealer designated (color and graining matching not guaranteed), or
- Refund the Warranty Holder's purchase price (the lesser of the original Product/component purchase price or the original catalog list price).

Repaired or replaced components are warranted only on the same terms and for the remainder of the Warranty Period. Therma-Tru reserves the right to discontinue or change any Product. If the Product or component is not available, Therma-Tru may select and provide a replacement Product or component of equal quality and price. This is the Warranty Holder's sole and exclusive remedy for the Product under this Limited Warranty. By example but not limitation, this Limited Warranty does not cover any of the following costs and expenses: (i) labor for removing, reinstalling, refinishing Product (or other materials that are removed, reinstalled, or refinished to repair or replace the Product); (ii) shipping/freight expenses to return the Product to Therma-Tru; (iii) normal maintenance; (iv) consequential, special, or indirect losses or damages of any kind.

4. DISCLAIMER OF WARRANTIES

THIS LIMITED WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES NOT EXPRESSLY SET FORTH HEREIN, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT THAT ANY IMPLIED WARRANTIES MAY NONETHELESS EXIST BY OPERATION OF LAW, SUCH

WARRANTIES ARE LIMITED TO THE DURATION PROVIDED BY LAW. SOME STATES/PROVINCES/TERRITORIES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY. THERMA-TRU DOES NOT AUTHORIZE ANYONE TO CREATE FOR IT ANY OBLIGATION OR LIABILITY IN CONNECTION WITH PRODUCTS.

5. LIMITATION OF LIABILITY

THERMA-TRU'S SOLE LIABILITY UNDER THIS LIMITED WARRANTY IS REPLACEMENT, REPAIR, OR REFUND OF THE PURCHASE PRICE AS SET FORTH ABOVE. IN NO EVENT WILL THERMA-TRU BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGE OF ANY KIND TO A PREMISES, LOSS OF PRODUCT USE, REINSTALLATION, LABOR, REMOVAL, REFINISHING, TEMPORARY/PERMANENT RELOCATION OF RESIDENTS OR PROPERTY, LOSS OF PROFITS/REVENUE, INTEREST, LOST GOODWILL, WORK STOPPAGE, IMPAIRMENT OF OTHER GOODS OR WORK, INCREASED OPERATING EXPENSES, EMOTIONAL DISTRESS CLAIMS OR CLAIMS OF THIRD PARTIES FOR SUCH DAMAGES, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO, STRICT LIABILITY OR NEGLIGENCE OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). SOME STATES/PROVINCES/TERRITORIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY. THIS LIMITED WARRANTY PROVIDES SPECIFIC LEGAL RIGHTS, BUT THE WARRANTY HOLDER MAY HAVE OTHER RIGHTS WHICH VARY BY LOCATION. IF THIS LIMITED WARRANTY IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, IN NO EVENT WILL THERMA-TRU'S ENTIRE LIABILITY EXCEED THE LESSER OF THE PRODUCT'S OR THE NON-CONFORMING COMPONENT'S PURCHASE PRICE.

6. CLAIMS

Claims must be initiated during the Warranty Period. To initiate a claim, please contact the builder, dealer, or contractor who installed or sold the Product. If that party is unknown or unreachable, contact Therma-Tru Corp., 1750 Indian Wood Circle, Maumee, Ohio 43537 at 1-800-537-5322 or at www.thermatru.com. Claimant will be required to provide proof of premise ownership and the date of Product purchase and may be required to return the Product or component to Therma-Tru (at Claimant's expense).

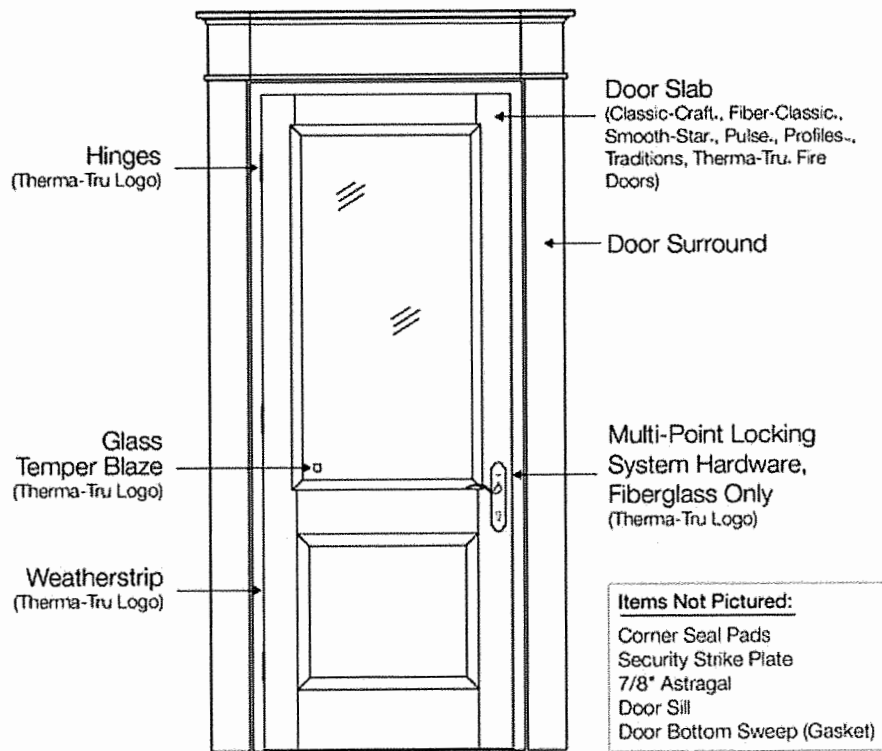
Note: This Limited Warranty applies only to Products purchased and installed in the USA or Canada. For Products purchased or installed outside the USA or Canada, Therma-Tru disclaims any and all warranties of any kind, express or implied, by operation of law or otherwise, and any and all liability for damages of any kind.

©2020 Therma-Tru Corp. All rights reserved. THERMA-TRU and the Therma-Tru Logo are trademarks of Therma-Tru Corp. Registered trademarks are registered in the U.S. and may be registered internationally. Therma-Tru Corp. is an operating company of Fortune Brands Home & Security, Inc.

Effective January 1, 2021

THERMA-TRU
DOORS

Therma-Tru. Door System Genuine Component Part Identification Guide





United Window & Door Warranty

LIMITED LIFETIME WARRANTY NON-PRORATED TRANSFERABLE

United Window & Door Manufacturing, Inc. warrants as follows:

1. Its windows and doors are free from material defects in manufacture, and will not peel, corrode, rot, warp, blister or flake; and
2. Its insulating glass units will be free from material obstruction of vision as a result of dust or film formation on internal (between) glass surfaces caused by failure of the hermetic seal due to faulty manufacturing. (Condensation on external glass surfaces does not indicate a faulty product.)

The limited warranty period for windows and doors (including glass and hardware) shall be for the lifetime of the original purchaser. This limited warranty is transferable. In the event of transfer, the warranty period for windows and doors shall be for ten years (10) after the original date of manufacture and the period for insulating glass units and hardware shall be five years (5) after the date of manufacture.

United will provide free repair or replacement, at its option, of any part that is proven defective due to manufacturing defect after inspection by United. In order to obtain performance of this limited warranty, contact the dealer where you purchased the product or ship the product prepaid, along with proof of purchase, to United Window & Door Manufacturing, Inc., 24-36 Fadem Road, Springfield, NJ 07081. The repaired or replaced product will be returned to you at your expense. United will bear no other expenses such as labor costs of any kind, freight, removal or reinstallation. This is the exclusive remedy available for any and all warranty and other claims.

THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER GUARANTEES AND WARRANTIES, EXPRESSED OR IMPLIED. UNITED MAKES NO OTHER EXPRESS OR WARRANTY OF ANY KIND, WHETHER AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, OR ANY OTHER MATTER. UNITED SHALL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES

This limited warranty does not apply to any of the following:

1. Damage incurred during or after installation, including, but not limited to ripped, cut, torn or bent screen wire; or breakage, cracks or scratches in glass;
2. Drafts or water leakage through storm windows and storm doors;
3. Normal wear and tear;
4. Faulty or improper installation, building construction design or handling; or
5. Abuse, misuse, accidents, flood, fire acts of God.

Some states do not allow the exclusion or limitation of incidental or consequential damages or limitation on how long an implied warranty lasts, so the above exclusion and limitations may not apply to you. This limited warranty gives you specific legal rights, and you may also have other rights which may vary from state to state.

Prorated 50-Year Limited Warranty

This warranty is limited to SmartSide® Strand and Fiber Substrate Lap Siding, Panel Siding (including panels with or without SmartFinish® or SilverTech®), Shake, Perfection Shingle, Trim & Fascia, Soffit, and ArmorStrand® Panel ("the Product(s)") installed on structures permanently located in the contiguous United States, Alaska, Hawaii, or Canada.

1. Warranty Coverage—Limited 50-Year Substrate Warranty Louisiana-Pacific Corporation

("LP")'s warranty is made to the original purchaser of the Product(s) ("Purchaser"); the original owner of the structure on which the Product(s) are installed; and to the next owner of that structure (together "Owner"). LP's express warranties may not be assigned to any subsequent owners of the structure.

- a) LP warrants that the Product(s) will remain free from: (i) fungal degradation; (ii) buckling; and (iii) cracking, peeling, separating, chipping, flaking or rupturing of the resin-impregnated surface overlay for a period of 50 years from the date application is completed, when the Product(s) has been stored, handled, applied, finished and maintained in accordance with LP's application, finishing, and maintenance instructions in effect at the time of application.

LP SmartSide Strand Substrate Lap and Panel Siding product(s), LP SmartSide Fiber Substrate Lap and Panel Siding product(s), and ArmorStrand Panel are warranted against buckling when installed up to 16 inches (406 mm) o.c. stud spacing and when stored, transported, handled and maintained in accordance with applicable LP Application Instructions. Buckling is defined as 1/4 inch (6 mm) out of plane covering a distance no greater than 16 inches (406 mm) between studs. Waviness due to misaligned framing, crooked or bowed studs, foundation or wall settling, or improper nailing is not considered buckling.

THIS WARRANTY DOES NOT COVER PERFORMANCE OF 16 foot (4877 mm) LONG 76 SERIES FIBER SUBSTRATE LAP SIDING IN ALASKA, BRITISH COLUMBIA, HAWAII, NORTHERN CALIFORNIA NORTH OF I-80, OR WEST OF THE CASCADES IN WASHINGTON, OREGON AND CALIFORNIA

THIS WARRANTY DOES NOT COVER COATINGS APPLIED TO SMARTSIDE PRODUCTS.

LP SmartSide Strand Substrate 76 Series lap siding product(s) and LP SmartSide Strand Substrate 190 Series Series panel product(s) are warranted against buckling when installed up to 24 inches (610 mm) o.c. stud spacing and when stored, transported, handled and maintained in accordance with applicable LP Application Instructions. Buckling is defined as 3/8 inch (10 mm) out of plane covering a distance no greater than 24 inches (610 mm) between studs. Waviness due to misaligned framing, crooked or bowed studs, foundation or wall settling, or improper nailing is not considered buckling.

LP further warrants that the Product(s) has been treated with the borate-based SmartGuard® process during their manufacture to enhance their ability to resist structural damage due to termites and fungal decay.



- b) Hail Damage Limited Warranty. LP warrants that its LP® SmartSide® Products will resist damage from hail when properly installed and maintained according to the LP application instructions in effect at the time of installation. Damage under this Hail Damage Limited Warranty is defined as a crack, chip or dent in the surface overlay exceeding 3/8 inch (10 mm) in length or diameter and is subject to the exclusions listed below.

Reimbursement by LP for damage to the SmartSide product is limited to the remedies in this Hail Damage Limited Warranty, and the property owner must follow the procedure in this Hail Damage Limited Warranty.

The following damages are excluded:

- (i) Any damage caused by hail greater than 1.75 inches (45 mm) in diameter;
 - (ii) Any damage to the paint on the SmartSide products; and
 - (iii) Any injury to persons or property caused by hail damaged SmartSide siding products.
- c) Procedure; Proof of Damages; and Amounts to be paid by LP:
- (i) The property owner shall first make a claim on their property owners insurance, or other applicable insurance policy, and pursue the cost of replacement or repair of the damaged siding. Proof of such claim and its disposition for less than the full cost of replacement or repair for the damaged siding must be provided to LP, and property owner must also affirm that no other claims for the hail damage occurrence were made or are pending.
 - (ii) The property owner shall provide evidence to LP through a reliable third party such as the National Oceanic and Atmospheric Administration Storm Prediction Center (NOAASPC) that the hail causing the SmartSide product damage was 1.75 inch (45 mm) in diameter or less.
 - (iii) Upon receipt of evidence that the insurance claim proceeds for repair or replacement of the SmartSide product were insufficient to fully repair or replace the SmartSide products, and the evidence that the hail causing the damage was 1.75 inches (45 mm) or less, LP will pay the property owner an amount calculated as follows:
- Amount of payment by LP to property owner = A – B + C
- Where the variables A, B and C are defined as:

A is the product replacement cost defined as the then current sales price per square foot for the same or similar SmartSide products, in the same geographic region as the property, multiplied by the square feet of damaged SmartSide product;

B is the homeowner's deductible (if one is applied by the insurance company) plus the portion of the insurance payment received by the property owner specifically for the hail-damaged SmartSide products;

C is the prorated deductible determined by multiplying the total deductible applied by the insurance company and the fraction created by dividing the amount of insurance

- (iv) The amount to be paid by LP, as calculated above, will be reduced according to the proration schedule in Section 2 of the LP® SmartSide® Siding and Trim Limited Warranty. No other costs incurred by the property owner relating to damaged siding, including but not limited to siding removal, disposal, house wrap, or labor costs will be reimbursed under this limited warranty.

2. Remedies for Breach of Limited Express Substrate Warranty

THIS SECTION 2 PROVIDES THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO A PURCHASER OR OWNER OF A STRUCTURE ON WHICH PRODUCT(S) HAS BEEN APPLIED.

In the event of a breach of this Limited Express Warranty (or of any implied warranty not otherwise disclaimed herein), LP will:

- a) during the first 5 years from the date of installation, pay an amount equal to the cost (as established by an independent construction estimator, such as R.S. Means) of repairing or replacing any Product(s) that fails to comply with the provisions of Section 1 a) above; or
- b) during the 6th through the 49th years from the date of installation, pay an amount equal to the cost of similar wood based replacement product, (no labor or other charges shall be paid) less an annual pro rata reduction of 2.22% per year (6th year, 2.22%; 7th year, 4.44%, etc.) such that from and after the 50th year the amount payable under this warranty will be zero.

Any dispute concerning the applicability of the warranty or whether the Product(s) met the manufacturer's standards in accordance with Section 1 shall be submitted to binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association. The jurisdiction of the arbitrator over the dispute shall be exclusive and the decision of the arbitrator shall be binding and non-appealable.

3. EXCLUSION OF OTHER REMEDIES

IN NO EVENT WILL LP BE LIABLE FOR ANY INCIDENTAL, SPECIAL, MULTIPLE, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY DEFECT IN THE PRODUCT(S) SUPPLIED, INCLUDING, BUT NOT LIMITED TO, DAMAGE TO PROPERTY OR LOST PROFITS.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

4. Exclusion of All Other Warranties, Express or Implied

- a) THIS LIMITED EXPRESS WARRANTY IS THE ONLY WARRANTY APPLICABLE TO THIS PRODUCT(S) AND EXCLUDES ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTIES OTHERWISE ARISING FROM THE COURSE OF DEALING OR USAGE OF TRADE OR ADVERTISING, EXCEPT WHERE SUCH WARRANTIES ARISE UNDER APPLICABLE CONSUMER PRODUCT WARRANTY LAWS, AND CANNOT BE LAWFULLY DISCLAIMED, IN WHICH EVENT SUCH WARRANTIES ARE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY SUCH LAWS.

Some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you.

- b) NO OTHER EXPRESS WARRANTY HAS BEEN MADE OR WILL BE MADE ON BEHALF OF LP WITH RESPECT TO THESE PRODUCT(S).

5. Certain Damages Excluded from Warranty Coverage

This Limited Express Warranty does not cover or provide a remedy for damage that results from:

- a) misuse or improper storage, handling, application, finishing or maintenance; alterations to the structure after the original application of the Product(s); acts of God, such as hurricane, tornado, earthquake, flood or other similar cause beyond the control of LP; design, application or construction of the wall system on which the Product(s) is applied; transport, storage or handling of the Product(s) prior to application;
- b) product(s) that is not applied, finished and maintained in strict accordance with LP's instructions in effect at the time of original application;
- c) surface/edge swelling or edge checking. Such swelling or checking normally occurs in all wood products as they expand and contract in response to changes in climactic conditions;
- d) termite damage which does not affect the structural integrity of the Product(s);

- e) design, application or construction of the structure on which the Product(s) are installed including but not limited to any damage or condition arising from the use of foam sheathing;
- f) use of Fiber Substrate Panel Siding on prefabricated or manufactured homes or structures;
- g) use of ArmorStrand panels on prefabricated or manufactured homes or structures; or
- h) textured finish coatings applied to ArmorStrand Panels.

6. Responsibility of Purchaser or Owner

COMPLIANCE WITH EACH OF THE REQUIREMENTS SET OUT BELOW IN SECTIONS (a) AND (b) IS A CONDITION TO LP'S OBLIGATIONS UNDER THIS WARRANTY AND THE FAILURE TO COMPLY WITH ANY ONE OR MORE OF THE ITEMS SHALL VOID ANY RIGHTS OWNER AND PURCHASER MAY HAVE AGAINST LP:

- a) Any Purchaser or Owner seeking remedies under this warranty must notify LP, at the number listed below, within 90 days after discovering a possible nonconformity of the Product(s), and before beginning any permanent repair. This notice should include the date on which the Product(s) application was completed. It is the Owner's responsibility to establish the date of installation.
- b) LP must be given a 90-day opportunity to inspect the siding. Upon reasonable notice, the Purchaser or Owner must allow LP's agents to enter the property and structure on which the Product(s) is applied to inspect such Product(s).

7. Governing Law

All questions concerning the meaning or applicability of this limited warranty are to be decided under the laws of the State of Tennessee without reference to its choice-of-law rules.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

For further information, please call Customer Support at (800) 450-6106, or write to: LP Corporation, 414 Union Street, Suite 2000, Nashville, TN 37219.

⚠ WARNING: Drilling, sawing, sanding or machining wood products can expose you to wood dust, a substance known to the State of California to cause cancer. Avoid inhaling wood dust or use a dust mask or other safeguards for personal protection.



©2019 Louisiana-Pacific Corp. All rights reserved. LP, SmartGuard, ArmorStrand, SmartFinish, SilverTech, and SmartSide are registered trademarks of Louisiana-Pacific Corporation.

Note: Louisiana-Pacific Corporation periodically updates and revises its product information. To verify that this version is current, call (800) 450-6106.

LP2B0523 1/19



50-YEAR LIMITED WARRANTY



We at Ply Gem are confident that you will enjoy your experience with Ply Gem Stone and Canyon Stone manufactured stone products (the "Products"), as we manufacture the Products in accordance with high standards and tight quality controls.

It is important for you to know that Ply Gem supports its Products and that, as a consumer-purchaser, Ply Gem will respond to notice from you regarding any product concerns according to the terms set forth below.

What does this limited warranty cover?

Ply Gem Stone and Canyon Stone (collectively, "Ply Gem", and with respect to the applicable manufacturer, the "Manufacturer") warrants to you, the owner of the property at the time the Products were installed (the "Owner"), that upon notice from you as required herein, the Manufacturer will repair or provide replacement product or refund (as provided below) to correct any of the following conditions if such condition is directly caused by a manufacturing defect in the Product as determined by the Manufacturer and has resulted in significant impairment in usage, provided the Products are installed and used under normal conditions and according to our specifications.

50-Year Limited Warranty. Flaking, peeling or blistering if it is directly caused by a manufacturing defect in the Product as determined by the Manufacturer.

Color. Running or streaking of surface colors if it is directly caused by a manufacturing defect in the Product as determined by the Manufacturer. Weathering is a normal occurrence as all material will weather when exposed to air pollution, acid rain, ultra violet light, weather extremes, and other elements found in the outdoors. The severity of any weathering depends on the location of the building, the air in the area, and many other influences over which Ply Gem has no control.

Hail Damage. Product damage directly resulting from hailstones only if it is directly caused by a manufacturing defect in the Product as determined by the Manufacturer. The Owner must provide proof, via reliable third-party verification to the Manufacturer's satisfaction, of the alleged hail damage to the Product. All claims related to hail damage must be supported by a permitted claim document. If a claim for hail damage is allowed, the Manufacturer will refund the amount originally paid for the Products. No installation costs or other costs will be reimbursed related to hail damage.

This limited warranty is limited to the terms and conditions, exclusions and limitations, requirements and legal rights stated in this warranty.

How long does the coverage last?

This 50-Year Limited Warranty extends only to the original Owner of the Products and will last for fifty (50) years from the date of original purchase

from an authorized dealer as long as the original Owner maintains ownership of the property on which the Products were originally installed (the "Property").

What will we do?

You must notify us in accordance with the notice requirements outlined below, and we shall be afforded the opportunity to inspect or take other action necessary to evaluate and validate the claim. If an inspection reveals no warranted defect in the Product, you agree to pay a fee for the costs of the inspection. Upon the notification and our validation of the claim, we will, at our sole option, repair, replace, refinish or refund the original amount paid by the original Property Owner for the Products we determine to be defective under the terms of this limited warranty.

Our obligations under this limited warranty will in no event exceed the original purchase price paid by the original Property Owner for the Products determined to be defective. Any additional costs and expenses beyond these amounts are your sole responsibility. In no event, shall Ply Gem or the Manufacturer refund or pay any costs in connection with labor, accessory materials or repairs not performed by or at the direction of the Manufacturer.

In the event we replace the Products under the limited warranty, the warranty applicable to the repaired or replaced products will extend only for the time remaining under the original warranty.

What this limited warranty does not cover?

In addition to the other limitations set forth herein, the following general limitations also apply to any coverage under this limited warranty.

The performance of the Product can vary depending on significant variations in environmental stresses and building design, and selecting the correct product for a particular application is the sole responsibility of the warranty holder.

Any obligation of Ply Gem or the Manufacturer hereunder is contingent upon proper installation and integration of the Products per manufacturer's instructions and in accordance with applicable building codes, good building practices, normal product use, maintenance, and proper care. This limited warranty does not cover:

- any condition not directly caused by a defect in a Product as manufactured;
- any installation or defects or damage of any kind attributable to or resulting from installation, including faulty or improper installation;
- changes in surface color or the damaging effects of sunlight, the elements, weather and atmospheric conditions, including chalking, fading, discoloring, soiling or staining (exposure to sunlight, the elements, weather and atmospheric conditions, may cause these changes over time; the degree to which weathering occurs will vary depending on air quality, the building's location and other local conditions over which we have no control);
- normal wear, weathering, aging or deterioration or conditions caused by:
 - accidental damage;
 - settlement;

66.31

- o structural shrinkage or distortion of the property structure;
 - o fire;
 - o lightning, flood, hurricane, tornado, windstorm, earthquake, or other acts of God;
 - o corrosive or abrasive products or harmful chemicals (including harmful cleaning compounds and pesticides);
 - o fumes or vapors;
 - o neglect;
 - o mishandling or improper storage;
 - o improper care;
 - o improper or harmful cleaning;
 - o misuse, abuse or negligence;
 - o vandalism;
 - o impact of foreign objects;
 - o airborne stains, mold and mildew accumulations;
 - o algae, moss, insects or animals; and
 - o your failure to provide reasonable and necessary maintenance of the Products; and
- products that have been altered, modified or subjected to unauthorized repair;
 - painted surfaces or coatings applied to the Products;
 - any other cause not involving manufacturing defects; or
 - any other cause or damage beyond the control of Ply Gem or the Manufacturer.

Other Limitations

1. This limited warranty covers only genuine Ply Gem Stone and Canyon Stone Products. **It is your responsibility to verify that the products installed are our Products.** It is a good idea to retain your proof of purchase in case it is needed if you submit a warranty claim. This limited warranty only covers the Products and does not apply to any products, goods, components, accessories or other items not produced by Ply Gem.
2. Replacement products may differ from Products originally installed on the Property, and Ply Gem and the Manufacturer shall not be responsible or liable as a result of such variance.
3. We reserve the right to discontinue or change any of our products, including design and color changes, at any time and without notice or liability. If, for any reason, products of the type originally installed are no longer available from us at the time you make a warranty claim, we may substitute another product determined by us to be of comparable quality and/or price and shall not be liable as a result of any difference.
4. There are no warranties on these Products other than as set forth in this limited warranty, and no dealer, contractor, applicator, distributor or other party is authorized to change or add to this limited warranty. We are not liable to you for a breach of any other written or oral express warranties, such as those, if any, given to you by dealers, contractors, applicators, or distributors of the Products. You agree that no action or inaction of Ply Gem Stone or the Manufacturer shall constitute a waiver.
5. THIS IS THE SOLE AND EXCLUSIVE WARRANTY FOR PLY GEM STONE AND CANYON STONE PRODUCTS IN LIEU OF ALL OTHER WARRANTIES, IRRESPECTIVE OF SOURCE, AND ALL OTHER WARRANTIES, ORAL, WRITTEN, EXPRESS OR IMPLIED, INCLUDING OF MERCHANTABILITY OR FITNESS FOR PURPOSE, ARE DISCLAIMED AND EXCLUDED. WE EXCLUDE AND IN NO EVENT SHALL WE BE RESPONSIBLE OR LIABLE FOR ANY LOSS OF USE, LOST PROFIT, DIMINUTION IN VALUE, CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY, PUNATIVE OR INCIDENTAL DAMAGES OR LOSSES OF ANY KIND. UNDER NO CIRCUMSTANCE SHALL WE BE LIABLE FOR

AN AMOUNT EXCEEDING THE ORIGINAL PURCHASE PRICE OF THE PRODUCT FOUND TO BE DEFECTIVE. COURSE OF DEALINGS, CUSTOM AND USAGE, STATEMENTS, LABELS, ADVERTISING AND PRODUCT REPRESENTATIONS OF ANY KIND OR FROM ANY SOURCE SHALL NOT EXPAND THE SCOPE OF THIS WARRANTY.

6. Where these limitations are prohibited or otherwise altered by mandatory legal provisions, the warranty shall remain effective to the full extent of the law. This limited warranty gives you specific legal rights and you may also have other rights which vary from state to state. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.
7. All product components and manufacturing processes involve an inherent range of tolerance. These and other factors can result in some variance among individual product performance. Ply Gem makes no warranty that the Product will continue to perform under conditions beyond the Product's design limitations. If Product testing is performed by you or others, Ply Gem shall not be responsible for any damage to the Product caused by any testing that is not performed under the appropriate test protocols and standards for the Product.

How do you submit a warranty claim?

You must submit your claim in writing to us within the warranty period and within thirty (30) days of Product failure.

To initiate a claim for Ply Gem Stone, you should contact our warranty services number at (1.844.679.3745) to receive a warranty claims packet.

To initiate a claim for Canyon Stone, you should contact your applicable regional location from the list below:

Midwest Canyon Stone - 913-254-9300

East Canyon Stone - 919-562-5005

Southeast Canyon Stone - 407-412-7420

Des Moines Canyon Stone - 515-278-0678

To submit a claim, you must provide the following information: a description of the claimed product failure and the date the failure was discovered; the warranty registration number (if available); the date of the original installation; proof of status as Property Owner; proof of purchase; date and place of purchase; and your name, address and phone number. Claims should be sent to Ply Gem Stone-Canyon Stone Warranty Claims Department at the address in the warranty claims packet and/or directed by a Canyon Stone associate. All documentation must be in a form that provides proof of a claim to Ply Gem's satisfaction.

Ply Gem will provide notification of any additional information and physical evidence that may be required to process your claim. Pictures must be furnished if requested by Ply Gem. When a sample is required, it must be sent at the homeowner's expense. In the event the claim is approved and the homeowner wants the sample returned, there will be a \$25 handling fee.

Ply Gem and the Manufacturer shall have no obligation whatsoever without proper notice and an opportunity to respond. Upon proper notice, Ply Gem and the Manufacturer shall be afforded the opportunity to inspect or take other action necessary or appropriate to formulate a response.

ANY REPAIR OF THE PRODUCTS UNDERTAKEN WITHOUT PRIOR WRITTEN AUTHORIZATION FROM PLY GEM WILL VOID THIS WARRANTY.

This limited warranty shall be valid for and cover only installations in the United States, except Alaska and Hawaii. Effective July 1, 2017.



LIMITED WARRANTY

**Models: ACVC8, ACEC96, ADSH8, AMEH8, AMH8, AMVC8,
ACSS96, ACVC96, ACVM97, AMEC96, AMES96, AMSS96, AMVC96, AMVM97**

If this heating or air conditioning unit has not been properly registered, all references in this document to "the warranty," "this warranty," or any similar construction, refer solely and exclusively to the Initial Term Warranty (defined below). If this heating or air conditioning unit has been properly registered (and any other applicable conditions set forth herein are satisfied), all such references refer to the Initial Term Warranty together with the Registered Additional Term Warranty (defined below).

Who Is Providing The Warranty?

This warranty is provided to you by Goodman Company, L.P. ("Goodman"), which warrants all parts of this heating or air conditioning unit, as described below.

To What Type Of Installations Does This Warranty Apply?

This warranty applies to heating and air conditioning units installed in owner-occupied residences. Different warranties apply to units installed in residences not occupied by the owner and in commercial properties.

Is Registration Required?

Registration is strongly urged. As set out below, Initial Term Warranty coverage is available to owners who have not registered, but Registered Additional Term Warranty coverage is only available to registered owners and provides for some additional remedies. TO REGISTER, GO TO WWW.AMANA-HAC.COM AND CLICK "PRODUCT REGISTRATION." If you are a California or Quebec resident, please refer to the "California And Quebec Residents" section below.

What Units Does This Warranty Not Cover?

This warranty does not apply to:

- Units that are ordered over the Internet, by telephone, or by other electronic means unless the unit is installed by a dealer adhering to all applicable federal, state, and local codes, policies, and licensing requirements.
- Units that are installed outside the United States, its territories, or Canada.
- Units that are operated in incomplete structures.

- Units that are installed in buildings other than owner-occupied residences, such as non-residential buildings or residences not occupied by the owner.

What Problems Does This Warranty Cover?

This warranty covers defects in materials and workmanship that appear under normal use and maintenance.

Other Warranties

This warranty is in lieu of all other express warranties. **ANY IMPLIED WARRANTIES BY GOODMAN, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION OF THIS WARRANTY. NO AFFILIATE OF GOODMAN GIVES ANY EXPRESS OR IMPLIED WARRANTY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, ON THIS UNIT.** Some states and provinces do not allow the exclusion of express warranties and/or limitations on how long an implied warranty lasts, so the above exclusion and/or limitation may not apply to you.

What Problems Does This Warranty Not Cover?

Goodman is not responsible for:

- Damage or repairs required as a consequence of faulty installation or application.
- Damage as a result of floods, fires, winds, lightning, accidents, corrosive atmosphere, or other conditions beyond Goodman's control.
- Damage or the need for repairs arising from the use of components or accessories not compatible with this unit.
- Normal maintenance as described in the installation and operating manual, such as cleaning of the coils, filter cleaning and/or replacement, and lubrication.
- Parts or accessories not supplied or designated by the manufacturer.
- Damage or the need for repairs resulting from any improper use, maintenance, operation, or servicing.

www.amana-hac.com

For further information about this warranty,
contact Homeowner Support
by mail to 19001 Kermier Road, Waller, Texas 77484.



Part No. PWAFURNLQB

5/2018

© 2014, 2016-2018 Goodman Company, L.P.



is a trademark of Maytag Corporation and is used under license to Goodman Company, L.P. All rights reserved.

AMANA BRAND... Lasts and Lasts and Lasts



LIMITED WARRANTY

**Models: ACVC8, ACEC96, ADSH8, AMEH8, AMH8, AMVC8,
ACSS96, ACVC96, ACVM97, AMEC96, AMES96, AMSS96, AMVC96, AMVM97**

- Damage or failure of the unit to start due to interruption in electrical service or inadequate electrical service.
- Any damage caused by frozen or broken water pipes in the event of equipment failure.
- Changes in the appearance of the unit that do not affect its performance.
- Replacement of fuses and replacement or resetting of circuit breakers.

When Does Warranty Coverage Begin?

Warranty coverage begins on the "installation date." The installation date is one of three dates depending on the circumstances of purchase:

- (1) For units installed in a newly constructed residence, the installation date is the date the owner purchases the residence from the builder.
- (2) For units installed in existing residences, the installation date is the date that the unit is originally installed.
- (3) If the date the owner purchases the residence from the builder or the date the unit is originally installed cannot be verified, the installation date is three months after the manufacture date. The first four digits of the serial number (YYMM) on the unit indicate the manufacture date. For example, a serial number beginning with "1306" indicates the unit was manufactured in June 2013.

How Long Does Warranty Coverage Last?

Registration is not required to obtain warranty coverage, but registration entitles the owner to the Registered Additional Term Warranty described in the following paragraph. If the unit is not registered, the warranty lasts for a period up to (1) 20 YEARS after the installation date for the heat exchanger and (2) 5 YEARS after the installation date for all other parts (the "Initial Term Warranty").

If the unit is properly registered online within 60 days after the installation date, an additional warranty (the "Registered Additional Term Warranty") is provided and lasts for as long as the original registered owner or his or her spouse ("registered owner") own and reside in the home in which the unit was originally installed, (1) for the lifetime of the registered owner for the heat exchanger and (2) for a period up to 10 YEARS after the installation date for all other parts. TO REGISTER, GO TO WWW.AMANA-HAC.COM AND CLICK "PRODUCT REGISTRATION." Some states and provinces do not allow limitation of

warranty coverage to registered owner, so the above limitation may not apply to you. If you are a California or Quebec resident, please refer to the "California And Quebec Residents" section below.

Neither of these warranties continues after the unit is removed from the location where it was originally installed.

The replacement of a part or unit under this warranty does not extend the warranty period. In other words, Goodman warrants a replacement part or unit only for the period remaining in the applicable warranty that commenced on the installation date.

What Will Goodman Do To Correct Problems?

Goodman will furnish a replacement part, without charge for the part only, to replace any part that is found to be defective due to workmanship or materials under normal use and maintenance. Furnishing of the replacement part is Goodman's only responsibility under this warranty to owners who have not properly registered the unit and the furnishing of the replacement part is the unregistered owner's only remedy. It is also Goodman's only responsibility and the only remedy for registered owners except for the limited unit replacement remedy for registered owners set out below.

For registered owners, for a heat exchanger that is covered by the lifetime warranty and that fails, Goodman will replace the unit with a new, equivalent furnace.

If you are a California or Quebec resident, please refer to the "California And Quebec Residents" section below.

THE OWNER AGREES THAT THESE REMEDIES ARE THE OWNER'S EXCLUSIVE REMEDIES FOR BREACH OF ALL WARRANTIES, EXPRESS OR IMPLIED.

What Won't Goodman Do To Correct Problems?

Goodman will not pay for:

- Labor, freight, or any other cost associated with the service, repair, or operation of the unit.
- Electricity or fuel costs, or increases in electricity or fuel costs, for any reason, including additional or unusual use of supplemental electric heat.
- Lodging or transportation charges.

WHETHER ANY CLAIM IS BASED ON NEGLIGENCE OR OTHER TORT, BREACH OF WARRANTY OR OTHER BREACH OF CONTRACT, OR ANY OTHER THEORY, NEITHER GOODMAN NOR ANY OF ITS AFFILIATES SHALL IN ANY EVENT BE LIABLE FOR

Part No. PWAFURNLQB

5/2018

© 2014, 2016-2018 Goodman Company, L.P.



is a trademark of Maytag Corporation and is used under license to Goodman Company, L.P. All rights reserved.

AMANA BRAND... Lasts and Lasts and Lasts



LIMITED WARRANTY

**Models: ACVC8, ACEC96, ADSH8, AMEH8, AMH8, AMVC8,
ACSS96, ACVC96, ACVM97, AMEC96, AMES96, AMSS96, AMVC96, AMVM97**

INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF USE OF A UNIT, EXTRA UTILITY EXPENSES, OR DAMAGES TO PROPERTY. Some states and provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusion may not apply to you.

How Can The Owner Receive Warranty Service?

If there is a problem with the unit, contact a licensed contractor.

To receive a replacement unit when applicable, a licensed contractor must bring the unit to an Amana heating and air conditioning products distributor.

To receive a replacement part, a licensed contractor must bring the defective part to an Amana heating and air conditioning products distributor.

For more information about the warranty, write to Homeowner Support, 19001 Kermier Road, Waller, Texas 77484.

This warranty gives you specific legal rights, and you may also have other rights that vary from state to state or province to province.

California And Quebec Residents

California and Quebec residents do not need to register the product in order to get all of the rights and remedies of registered owners under this warranty, but Registered Additional Term Warranty coverage is only available to the original owner of this unit and his or her spouse. The arbitration provisions of this warranty shall not apply to residents of Quebec.

Where Can Any Legal Remedies Be Pursued?

ARBITRATION CLAUSE. IMPORTANT. PLEASE REVIEW THIS ARBITRATION CLAUSE. IT AFFECTS YOUR LEGAL RIGHTS.

1. **Parties:** This arbitration clause affects your rights against Goodman and any of its affiliates or employees or agents, successors, or assigns, all of whom together are referred to below as "we" or "us" for ease of reference.
2. **ARBITRATION REQUIREMENT: EXCEPT AS STATED BELOW, ANY DISPUTE BETWEEN YOU AND ANY OF US SHALL BE DECIDED BY NEUTRAL, BINDING ARBITRATION RATHER THAN IN COURT OR BY JURY TRIAL.** "Dispute" will be given the broadest possible meaning allowable by law. It includes any dispute, claim, or controversy arising from or relating to your purchase of this heating or air

conditioning unit, any warranty upon the unit, or the unit's condition. It also includes determination of the scope or applicability of this Arbitration Clause. The arbitration requirement applies to claims in contract and tort, pursuant to statute, or otherwise.

3. **CLASS-ARBITRATION WAIVER: ARBITRATION IS HANDLED ON AN INDIVIDUAL BASIS. IF A DISPUTE IS ARBITRATED, YOU AND WE EXPRESSLY WAIVE ANY RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US OR WE AGAINST YOU, OR AS A PRIVATE ATTORNEY GENERAL OR IN ANY OTHER REPRESENTATIVE CAPACITY. YOU AND WE ALSO WAIVE ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.**
4. **Discovery and Other Rights:** Discovery and rights to appeal in arbitration are generally more limited than in a lawsuit. This applies to both you and us. Other rights that you or we would have in court may not be available in arbitration. Please read this Arbitration Clause and consult the rules of the arbitration organizations listed below for more information.
5. **SMALL CLAIMS COURT OPTION: YOU MAY CHOOSE TO LITIGATE ANY DISPUTE BETWEEN YOU AND ANY OF US IN SMALL CLAIMS COURT, RATHER THAN IN ARBITRATION, IF THE DISPUTE MEETS ALL REQUIREMENTS TO BE HEARD IN SMALL CLAIMS COURT.**
6. **Governing Law:** For residents of the United States, the procedures and effect of the arbitration will be governed by the Federal Arbitration Act (9 U.S.C. § 1 et seq.) rather than by state law concerning arbitration. For residents of Canada, the procedures and effect of the arbitration will be governed by the applicable arbitration law of the province in which you purchased your unit. The law governing your substantive warranty rights and other claims will be the law of the state or province in which you purchased your unit. Any court having jurisdiction may enter judgment on the arbitration award.
7. **Rules of the Arbitration:** If the amount in controversy is less than \$250,000, the arbitration will be decided by a single arbitrator. If the amount in controversy is greater than or equal to \$250,000, the arbitration will be decided by a panel of three arbitrators. The arbitrator(s) will be

Part No. PWAFLRNQ8
5/2018

© 2014, 2016-2018 Goodman Company, L.P.



is a trademark of Maytag Corporation and is used under license to Goodman Company, L.P. All rights reserved.

AMANA BRAND... Lasts and Lasts and Lasts



LIMITED WARRANTY

**Models: ACVC8, ACEC96, ADSH8, AMEH8, AMH8, AMVC8,
ACSS96, ACVC96, ACVM97, AMEC96, AMES96, AMSS96, AMVC96, AMVM97**

chosen pursuant to the rules of the administering arbitration organization. United States residents may choose the American Arbitration Association (1633 Broadway, 10th Floor, New York, NY 10019, www.adr.org), JAMS (1920 Main Street, Ste. 300, Irvine, CA 92614, www.jamsadr.com), or, subject to our approval, any other arbitration organization. In addition, Canadian residents may choose the ADR Institute of Canada (234 Eglinton Ave. East, Suite 405, Toronto, Ontario, M4P 1K5, www.amic.org). These organizations' rules can be obtained by contacting the organization or visiting its website. If the chosen arbitration organization's rules conflict with this Arbitration Clause, the provisions of this Arbitration Clause control. The award of the arbitrator(s) shall be final and binding on all parties.

8. **Location of the Arbitration Hearing:** Unless applicable law provides otherwise, the arbitration hearing for United States residents will be conducted in the federal judicial district in which you reside or, for Canadian residents, in the province in which you reside.
9. **Costs of the Arbitration:** Each party is responsible for its own attorney, expert, and other fees unless applicable law requires otherwise. Goodman will pay your share of the fees charged by the arbitration organization and arbitrator(s) beyond the first \$200. Where permissible by law, you may be required to reimburse Goodman for the fees of the arbitration organization and arbitrator(s) in whole or in part by decision of the arbitrator(s) at the discretion of the arbitrator(s).

10. **Survival and Enforceability of this Arbitration Clause:** This Arbitration Clause shall survive the expiration or termination, or any transfer, of the warranty on your unit. If any part of this Arbitration Clause, except waivers of class-action rights, is found to be unenforceable for any reason, the remainder of this clause and the warranty shall remain enforceable. If, in a case in which class-action allegations have been made, the waiver of class-action rights under this warranty is found to be unenforceable with respect to any part of the dispute, the parts of the dispute as to which the waiver of class-action rights have been found unenforceable will be severed and will proceed in court without reference or application of this Arbitration Clause. Any remaining parts will proceed in arbitration.

OWNER NAME

ADDRESS OF INSTALLATION

CITY / STATE-PROVINCE / ZIP-POSTAL CODE

INSTALLER NAME

CITY / STATE-PROVINCE / ZIP-POSTAL CODE

PHONE # / FAX #

DISTRIBUTOR NAME

CITY / STATE-PROVINCE / ZIP-POSTAL CODE

PHONE # / FAX #

UNIT MODEL # & SERIAL #

UNIT INSTALLATION DATE

Part No. PWAFURNLQB
5/2018

© 2014, 2016-2018 Goodman Company, L.P.



is a trademark of Maytag Corporation and is used under license to Goodman Company, L.P. All rights reserved.

AMANA BRAND... Lasts and Lasts and Lasts



OWNER OCCUPIED RESIDENCE WARRANTY

**Models: ACVC8, ACEC96, ADSh8, AMEH8, AMH8, AMVC8,
ACSS96, ACVC96, ACVM97, AMEC96, AMES96, AMSS96, AMVC96, AMVM97**

If this heating or air conditioning unit has not been properly registered, all references in this document to "the warranty," "this warranty," or any similar construction, refer solely and exclusively to the Initial Term Warranty (defined below). If this heating or air conditioning unit has been properly registered (and any other applicable conditions set forth herein are satisfied), all such references refer to the Initial Term Warranty together with the Registered Additional Term Warranty (defined below).

Who Is Providing The Warranty?

This warranty is provided to you by Goodman Company, L.P. ("Goodman"), which warrants all parts of this heating or air conditioning unit, as described below.

To What Type Of Installations Does This Warranty Apply?

This warranty applies to heating and air conditioning units installed in residences not occupied by the owner. Different warranties apply to units installed in owner-occupied residences and in commercial properties.

Is Registration Required?

Registration is strongly urged. As set out below, Initial Term Warranty coverage is available to owners who have not registered, but Registered Additional Term Warranty coverage is only available to registered owners. TO REGISTER, GO TO WWW.AMANA-HAC.COM AND CLICK "PRODUCT REGISTRATION."

What Units Does This Warranty Not Cover?

This warranty does not apply to:

- Units that are ordered over the Internet, by telephone, or by other electronic means unless the unit is installed by a dealer adhering to all applicable federal, state, and local codes, policies, and licensing requirements.
- Units that are installed outside the United States, its territories, or Canada.
- Units that are operated in incomplete structures.
- Units that are installed in buildings other than residences not occupied by the owner, such as non-residential buildings or owner-occupied residences.

What Problems Does This Warranty Cover?

This warranty covers defects in materials and workmanship that appear under normal use and maintenance.

Other Warranties

THIS WARRANTY IS PROVIDED IN LIEU OF ANY OTHER WARRANTIES, WHETHER BY GOODMAN OR ANY OF ITS AFFILIATES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

What Problems Does This Warranty Not Cover?

Goodman is not responsible for:

- Damage or repairs required as a consequence of faulty installation or application.
- Damage as a result of floods, fires, winds, lightning, accidents, corrosive atmosphere, or other conditions beyond Goodman's control.
- Damage or the need for repairs arising from the use of components or accessories not compatible with this unit.
- Normal maintenance as described in the installation and operating manual, such as cleaning of the coils, filter cleaning and/or replacement, and lubrication.
- Parts or accessories not supplied or designated by the manufacturer.
- Damage or the need for repairs resulting from any improper use, maintenance, operation, or servicing.
- Damage or failure of the unit to start due to interruption in electrical service or inadequate electrical service.
- Any damage caused by frozen or broken water pipes in the event of equipment failure.
- Changes in the appearance of the unit that do not affect its performance.
- Replacement of fuses and replacement or resetting of circuit breakers.

When Does Warranty Coverage Begin?

Warranty coverage begins on the "installation date." The installation date is one of two dates:

- (1) The installation date is the date that the unit is originally installed.

Part No. PWAFLNLQB
5/2018

© 2014, 2016-2018 Goodman Company, L.P. All rights reserved.



is a trademark of Maytag Corporation and is used under license to Goodman Company, L.P. All rights reserved.

AMANA BRAND... Lasts and Lasts and Lasts



OWNER OCCUPIED RESIDENCE WARRANTY

Models: ACVC8, ACEC96, ADSH8, AMEH8, AMH8, AMVC8, ACSS96, ACVC96, ACVM97, AMEC96, AMES96, AMSS96, AMVC96, AMVM97

- (2) If the date the unit is originally installed cannot be verified, the installation date is three months after the manufacture date. The first four digits of the serial number (YYMM) on the unit indicate the manufacture date. For example, a serial number beginning with "1306" indicates the unit was manufactured in June 2013.

How Long Does Warranty Coverage Last?

Registration is not required to obtain warranty coverage, but registration entitles the owner to the Registered Additional Term Warranty described in the following paragraph. If the unit is not registered, the warranty lasts for a period up to (1) 20 YEARS after the installation date for the heat exchanger and (2) 5 YEARS after the installation date for all other parts (the "Initial Term Warranty").

If the unit is properly registered online within 60 days after the installation date, an additional warranty (the "Registered Additional Term Warranty") is provided and lasts for as long as the original registered owner ("registered owner") owns the residence in which the unit was originally installed, (1) for a period up to 20 YEARS after the installation date for the heat exchanger and (2) for a period up to 10 YEARS after the installation date for all other parts. TO REGISTER, GO TO WWW.AMANA-HAC.COM AND CLICK "PRODUCT REGISTRATION."

Neither of these warranties continues after the unit is removed from the location where it was originally installed.

The replacement of a part under this warranty does not extend the warranty period. In other words, Goodman warrants a replacement part only for the period remaining in the applicable warranty that commenced on the installation date.

What Will Goodman Do To Correct Problems?

Goodman will furnish a replacement part, without charge for the part only, to replace any part that is found to be defective due to workmanship or materials under normal use and maintenance. Furnishing of the replacement part is Goodman's only responsibility under this warranty.

THE OWNER AGREES THAT THESE REMEDIES ARE THE OWNER'S EXCLUSIVE REMEDIES FOR BREACH OF ALL WARRANTIES.

What Won't Goodman Do To Correct Problems?

Goodman will not pay for:

- Labor, freight, or any other cost associated with the service, repair, or operation of the unit.

- Electricity or fuel costs, or increases in electricity or fuel costs, for any reason, including additional or unusual use of supplemental electric heat.
- Lodging or transportation charges.

WHETHER ANY CLAIM IS BASED ON NEGLIGENCE OR OTHER TORT, BREACH OF WARRANTY OR OTHER BREACH OF CONTRACT, OR ANY OTHER THEORY, NEITHER GOODMAN NOR ANY OF ITS AFFILIATES SHALL IN ANY EVENT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF USE OF A UNIT, EXTRA UTILITY EXPENSES, OR DAMAGES TO PROPERTY.

How Can The Owner Receive Warranty Service?

If there is a problem with the unit, contact a licensed contractor.

To receive a replacement part, a licensed contractor must bring the defective part to an Amana heating and air conditioning products distributor.

For more information about the warranty, write to Homeowner Support, 19001 Kermier Road, Waller, Texas 77484.

Where Can Any Legal Remedies Be Pursued?

ARBITRATION CLAUSE. IMPORTANT. PLEASE REVIEW THIS ARBITRATION CLAUSE. IT AFFECTS YOUR LEGAL RIGHTS.

1. **Parties:** This arbitration clause affects your rights against Goodman and any of its affiliates or employees or agents, successors, or assigns, all of whom together are referred to below as "we" or "us" for ease of reference.
2. **ARBITRATION REQUIREMENT: EXCEPT AS STATED BELOW, ANY DISPUTE BETWEEN YOU AND ANY OF US SHALL BE DECIDED BY NEUTRAL, BINDING ARBITRATION RATHER THAN IN COURT OR BY JURY TRIAL.** "Dispute" will be given the broadest possible meaning allowable by law. It includes any dispute, claim, or controversy arising from or relating to your purchase of this heating or air conditioning unit, any warranty upon the unit, or the unit's condition. It also includes determination of the scope or applicability of this Arbitration Clause. The arbitration requirement applies to claims in contract and tort, pursuant to statute, or otherwise.

Part No. PWAUFURNLQB
5/2018

© 2014, 2016-2018 Goodman Company, L.P.



is a trademark of Maytag Corporation and is used under license to Goodman Company, L.P. All rights reserved.

AMANA BRAND... Lasts and Lasts and Lasts



OWNER OCCUPIED RESIDENCE WARRANTY

Models: ACVC8, ACEC96, ADSh8, AMEH8, AMH8, AMVC8,
ACSS96, ACVC96, ACVM97, AMEC96, AMES96, AMSS96, AMVC96, AMVM97

3. **CLASS-ARBITRATION WAIVER:** ARBITRATION IS HANDLED ON AN INDIVIDUAL BASIS. IF A DISPUTE IS ARBITRATED, YOU AND WE EXPRESSLY WAIVE ANY RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US OR WE AGAINST YOU, OR AS A PRIVATE ATTORNEY GENERAL OR IN ANY OTHER REPRESENTATIVE CAPACITY. YOU AND WE ALSO WAIVE ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.
4. **Discovery and Other Rights:** Discovery and rights to appeal in arbitration are generally more limited than in a lawsuit. This applies to both you and us. Other rights that you or we would have in court may not be available in arbitration. Please read this Arbitration Clause and consult the rules of the arbitration organizations listed below for more information.
5. **SMALL CLAIMS COURT OPTION:** YOU MAY CHOOSE TO LITIGATE ANY DISPUTE BETWEEN YOU AND ANY OF US IN SMALL CLAIMS COURT, RATHER THAN IN ARBITRATION, IF THE DISPUTE MEETS ALL REQUIREMENTS TO BE HEARD IN SMALL CLAIMS COURT.
6. **Governing Law:** For residents of the United States, the procedures and effect of the arbitration will be governed by the Federal Arbitration Act (9 U.S.C. § 1 et seq.) rather than by state law concerning arbitration. For residents of Canada, the procedures and effect of the arbitration will be governed by the applicable arbitration law of the province in which you purchased your unit. The law governing your substantive warranty rights and other claims will be the law of the state or province in which you purchased your unit. Any court having jurisdiction may enter judgment on the arbitration award.
7. **Rules of the Arbitration:** If the amount in controversy is less than \$250,000, the arbitration will be decided by a single arbitrator. If the amount in controversy is greater than or equal to \$250,000, the arbitration will be decided by a panel of three arbitrators. The arbitrator(s) will be chosen pursuant to the rules of the administering arbitration organization. United States residents may choose the American Arbitration Association (1633 Broadway, 10th Floor, New York, NY 10019, www.adr.org), JAMS (1920 Main Street, Ste. 300, Irvine, CA 92614, www.jamsadr.com), or, subject to our approval, any other arbitration organization. In addition, Canadian residents may choose the ADR Institute of Canada (234 Eglinton Ave. East, Suite 405, Toronto, Ontario, M4P 1K5, www.amic.org). These organizations' rules can be obtained by contacting the organization or visiting its website. If the chosen arbitration organization's rules conflict with this Arbitration Clause, the provisions of this Arbitration Clause control. The award of the arbitrator(s) shall be final and binding on all parties.
8. **Location of the Arbitration Hearing:** Unless applicable law provides otherwise, the arbitration hearing for United States residents will be conducted in the federal judicial district in which you reside or, for Canadian residents, in the province in which you reside.

Part No. PWAFURNLQB
5/2018

© 2014, 2016-2018 Goodman Company, L.P.



is a trademark of Maytag Corporation and is used under license to Goodman Company, L.P. All rights reserved.

AMANA BRAND... Lasts and Lasts and Lasts



OWNER OCCUPIED RESIDENCE WARRANTY

**Models: ACVC8, ACEC96, ADSH8, AMEH8, AMH8, AMVC8,
ACSS96, ACVC96, ACVM97, AMEC96, AMES96, AMSS96, AMVC96, AMVM97**

9. *Costs of the Arbitration:* Each party is responsible for its own attorney, expert, and other fees unless applicable law requires otherwise. Goodman will pay your share of the fees charged by the arbitration organization and arbitrator(s) beyond the first \$200. Where permissible by law, you may be required to reimburse Goodman for the fees of the arbitration organization and arbitrator(s) in whole or in part by decision of the arbitrator(s) at the discretion of the arbitrator(s).
10. *Survival and Enforceability of this Arbitration Clause:* This Arbitration Clause shall survive the expiration or termination, or any transfer, of the warranty on your unit. If any part of this Arbitration Clause, except waivers of class-action rights, is found to be unenforceable for any reason, the remainder of this clause and the warranty shall remain enforceable. If, in a case in which class-action allegations have been made, the waiver of class-action rights under this warranty is found to be unenforceable with respect to any part of the dispute, the parts of the dispute as to which the waiver of class-action rights have been found unenforceable will be severed and will proceed in court without reference or application of this Arbitration Clause. Any remaining parts will proceed in arbitration.

OWNER NAME

ADDRESS OF INSTALLATION

CITY / STATE-PROVINCE / ZIP-POSTAL CODE

INSTALLER NAME

CITY / STATE-PROVINCE / ZIP-POSTAL CODE

PHONE # / FAX #

DISTRIBUTOR NAME

CITY / STATE-PROVINCE / ZIP-POSTAL CODE

PHONE # / FAX #

MODEL # & SERIAL #

INSTALLATION DATE

Part No. PWAFURNLQB
5/2018

© 2014, 2016-2018 Goodman Company, L.P. All rights reserved.



is a trademark of Maytag Corporation and is used under license to Goodman Company, L.P. All rights reserved.

AMANA BRAND... Lasts and Lasts and Lasts



COMMERCIAL WARRANTY

**Models: ACVC8, ACEC96, ADSH8, AMEH8, AMH8, AMVC8,
ACSS96, ACVC96, ACVM97, AMEC96, AMES96, AMSS96, AMVC96, AMVM97**

Who Is Providing The Warranty?

This warranty is provided to you by Goodman Company, L.P. ("Goodman"), which warrants all parts of this heating or air conditioning unit, as described below.

To What Type Of Installations Does This Warranty Apply?

This warranty applies to heating and air conditioning units installed in buildings other than residences. Different warranties apply to units installed in owner-occupied residences and in residences not occupied by the owner.

What Units Does This Warranty Not Cover?

This warranty does not apply to:

- Units that are ordered over the Internet, by telephone, or by other electronic means unless the unit is installed by a dealer adhering to all applicable federal, state, and local codes, policies, and licensing requirements.
- Units that are installed outside the United States, its territories, or Canada.
- Units that are operated in incomplete structures.
- Units that are installed in residential buildings.

What Problems Does This Warranty Cover?

This warranty covers defects in materials and workmanship that appear under normal use and maintenance.

Other Warranties

THIS WARRANTY IS PROVIDED IN LIEU OF ANY OTHER WARRANTIES, WHETHER BY GOODMAN OR ANY OF ITS AFFILIATES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

What Problems Does This Warranty Not Cover?

Goodman is not responsible for:

- Damage or repairs required as a consequence of faulty installation or application.
- Damage as a result of floods, fires, winds, lightning, accidents, corrosive atmosphere, or other conditions beyond Goodman's control.
- Damage or the need for repairs arising from the use of components or accessories not compatible with this unit.

- Normal maintenance as described in the installation and operating manual, such as cleaning of the coils, filter cleaning and/or replacement, and lubrication.
- Parts or accessories not supplied or designated by the manufacturer.
- Damage or the need for repairs resulting from any improper use, maintenance, operation, or servicing.
- Damage or failure of the unit to start due to interruption in electrical service or inadequate electrical service.
- Any damage caused by frozen or broken water pipes in the event of equipment failure.
- Changes in the appearance of the unit that do not affect its performance.
- Replacement of fuses and replacement or resetting of circuit breakers.

When Does Warranty Coverage Begin?

Warranty coverage begins on the "installation date." The installation date is one of two dates:

- (1) The installation date is the date that the unit is originally installed.
- (2) If the date the unit is originally installed cannot be verified, the installation date is three months after the manufacture date. The first four digits of the serial number (YYMM) on the unit indicate the manufacture date. For example, a serial number beginning with "1306" indicates the unit was manufactured in June 2013.

How Long Does Warranty Coverage Last?

The warranty lasts for a period up to (1) 20 YEARS for the heat exchanger and (2) 5 YEARS for all other parts.

Neither of these warranty periods continues after the unit is removed from the location where it was originally installed.

The replacement of a part under this warranty does not extend the warranty period. In other words, Goodman warrants a replacement part only for the period remaining in the applicable warranty that commenced on the installation date.

Part No. PWAFURNLQB
5/2018

© 2014, 2016-2018 Goodman Company, L.P.



is a trademark of Maytag Corporation and is used under license to Goodman Company, L.P. All rights reserved.

AMANA BRAND... Lasts and Lasts and Lasts

**Models: ACVC8, ACEC96, ADSH8, AMEH8, AMH8, AMVC8,
ACSS96, ACVC96, ACVM97, AMEC96, AMES96, AMSS96, AMVC96, AMVM97**

What Will Goodman Do To Correct Problems?

Goodman will furnish a replacement part, without charge for the part only, to replace any part that is found to be defective due to workmanship or materials under normal use and maintenance. Furnishing of the replacement part is Goodman's only responsibility under this warranty.

THE OWNER AGREES THAT THESE REMEDIES ARE THE OWNER'S EXCLUSIVE REMEDIES FOR BREACH OF ALL WARRANTIES.

What Won't Goodman Do To Correct Problems?

Goodman will not pay for:

- Labor, freight, or any other cost associated with the service, repair, or operation of the unit.
- Electricity or fuel costs, or increases in electricity or fuel costs, for any reason, including additional or unusual use of supplemental electric heat.
- Lodging or transportation charges.

WHETHER ANY CLAIM IS BASED ON NEGLIGENCE OR OTHER TORT, BREACH OF WARRANTY OR OTHER BREACH OF CONTRACT, OR ANY OTHER THEORY, NEITHER GOODMAN NOR ANY OF ITS AFFILIATES SHALL IN ANY EVENT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF USE OF A UNIT, EXTRA UTILITY EXPENSES, OR DAMAGES TO PROPERTY.

How Can The Owner Receive Warranty Service?

If there is a problem with the unit, contact a licensed contractor.

To receive a replacement part, a licensed contractor must bring the defective part to an Amana heating and air conditioning products distributor.

For more information about the warranty, write to Homeowner Support, 19001 Kermier Road, Waller, Texas 77484.

Where Can Any Legal Remedies Be Pursued?

ARBITRATION CLAUSE. IMPORTANT. PLEASE REVIEW THIS ARBITRATION CLAUSE. IT AFFECTS YOUR LEGAL RIGHTS.

1. **Parties:** This arbitration clause affects your rights against Goodman and any of its affiliates or employees or agents, successors, or assigns, all of whom together are referred to below as "we" or "us" for ease of reference.
2. **ARBITRATION REQUIREMENT:** EXCEPT AS STATED BELOW, ANY DISPUTE BETWEEN YOU AND ANY OF US SHALL BE DECIDED BY NEUTRAL, BINDING ARBITRATION RATHER THAN IN COURT OR BY JURY TRIAL. "Dispute" will be given the broadest possible meaning allowable by law. It

includes any dispute, claim, or controversy arising from or relating to your purchase of this heating or air conditioning unit, any warranty upon the unit, or the unit's condition. It also includes determination of the scope or applicability of this Arbitration Clause. The arbitration requirement applies to claims in contract and tort, pursuant to statute, or otherwise.

3. **CLASS-ARBITRATION WAIVER:** ARBITRATION IS HANDLED ON AN INDIVIDUAL BASIS. IF A DISPUTE IS ARBITRATED, YOU AND WE EXPRESSLY WAIVE ANY RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US OR WE AGAINST YOU, OR AS A PRIVATE ATTORNEY GENERAL OR IN ANY OTHER REPRESENTATIVE CAPACITY. YOU AND WE ALSO WAIVE ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.

4. **Discovery and Other Rights:** Discovery and rights to appeal in arbitration are generally more limited than in a lawsuit. This applies to both you and us. Other rights that you or we would have in court may not be available in arbitration. Please read this Arbitration Clause and consult the rules of the arbitration organizations listed below for more information.

5. **SMALL CLAIMS COURT OPTION:** YOU MAY CHOOSE TO LITIGATE ANY DISPUTE BETWEEN YOU AND ANY OF US IN SMALL CLAIMS COURT, RATHER THAN IN ARBITRATION, IF THE DISPUTE MEETS ALL REQUIREMENTS TO BE HEARD IN SMALL CLAIMS COURT.

6. **Governing Law:** For residents of the United States, the procedures and effect of the arbitration will be governed by the Federal Arbitration Act (9 U.S.C. § 1 et seq.) rather than by state law concerning arbitration. For residents of Canada, the procedures and effect of the arbitration will be governed by the applicable arbitration law of the province in which you purchased your unit. The law governing your substantive warranty rights and other claims will be the law of the state or province in which you purchased your unit. Any court having jurisdiction may enter judgment on the arbitration award.

Part No. PWA Furnishings
5/2018

© 2014, 2016-2018 Goodman Company, L.P.



is a trademark of Maytag Corporation and is used under license to Goodman Company, L.P. All rights reserved.

AMANA BRAND... Lasts and Lasts and Lasts

**Models: ACVC8, ACEC96, ADSH8, AMEH8, AMH8, AMVC8,
ACSS96, ACVC96, ACVM97, AMEC96, AMES96, AMSS96, AMVC96, AMVM97**

7. **Rules of the Arbitration:** If the amount in controversy is less than \$250,000, the arbitration will be decided by a single arbitrator. If the amount in controversy is greater than or equal to \$250,000, the arbitration will be decided by a panel of three arbitrators. The arbitrator(s) will be chosen pursuant to the rules of the administering arbitration organization. United States residents may choose the American Arbitration Association (1633 Broadway, 10th Floor, New York, NY 10019, www.adr.org), JAMS (1920 Main Street, Ste. 300, Irvine, CA 92614, www.jamsadr.com), or, subject to our approval, any other arbitration organization. In addition, Canadian residents may choose the ADR Institute of Canada (234 Eglinton Ave. East, Suite 405, Toronto, Ontario, M4P 1K5, www.amic.org). These organizations' rules can be obtained by contacting the organization or visiting its website. If the chosen arbitration organization's rules conflict with this Arbitration Clause, the provisions of this Arbitration Clause control. The award of the arbitrator(s) shall be final and binding on all parties.
8. **Location of the Arbitration Hearing:** Unless applicable law provides otherwise, the arbitration hearing for United States residents will be conducted in the federal judicial district in which you reside or, for Canadian residents, in the province in which you reside.
9. **Costs of the Arbitration:** Each party is responsible for its own attorney, expert, and other fees unless applicable law requires otherwise. Goodman will pay your share of the fees charged by the arbitration organization and arbitrator(s) beyond the first \$200. Where permissible by law, you may be required to reimburse Goodman for the fees of the arbitration organization and arbitrator(s) in whole or in part by decision of the arbitrator(s) at the discretion of the arbitrator(s).
10. **Survival and Enforceability of this Arbitration Clause:** This Arbitration Clause shall survive the expiration or termination, or any transfer, of the warranty on your unit. If any part of this Arbitration Clause, except waivers of class-action rights, is found to be unenforceable for any reason, the remainder of this clause and the warranty shall remain enforceable. If, in a case in which class-action allegations have been made, the waiver of class-action rights under this warranty is found to be unenforceable with respect to any part of the dispute, the parts of the dispute as to which the waiver of class-action rights have been found unenforceable will be severed and will proceed in court without reference or application of this Arbitration Clause. Any remaining parts will proceed in arbitration.

OWNER NAME

ADDRESS OF INSTALLATION

CITY / STATE-PROVINCE / ZIP-POSTAL CODE

INSTALLER NAME

CITY / STATE-PROVINCE / ZIP-POSTAL CODE

PHONE # / FAX #

DISTRIBUTOR NAME

CITY / STATE-PROVINCE / ZIP-POSTAL CODE

PHONE # / FAX #

MODEL # & SERIAL #

INSTALLATION DATE

Part No. PWAFLNLQB
5/2018

© 2014, 2016-2018 Goodman Company, L.P.



is a trademark of Maytag Corporation and is used under license to Goodman Company, L.P. All rights reserved.

AMANA BRAND... Lasts and Lasts and Lasts



LIMITED WARRANTY

Models: ASX13, ANX13, ASX14, ASZ14, ANX14, ANZ14

If this heating or air conditioning unit has not been properly registered, all references in this document to "the warranty," "this warranty," or any similar construction, refer solely and exclusively to the Initial Term Warranty (defined below). If this heating or air conditioning unit has been properly registered (and any other applicable conditions set forth herein are satisfied), all such references refer to the Initial Term Warranty together with the Registered Additional Term Warranty (defined below).

Who Is Providing The Warranty?

This warranty is provided to you by Goodman Company, L.P. ("Goodman"), which warrants all parts of this heating or air conditioning unit, as described below.

To What Type Of Installations Does This Warranty Apply?

This warranty applies to heating and air conditioning units installed in owner-occupied residences. Different warranties apply to units installed in residences not occupied by the owner and in commercial properties.

Is Registration Required?

Registration is strongly urged. As set out below, Initial Term Warranty coverage is available to owners who have not registered, but Registered Additional Term Warranty coverage is only available to registered owners. TO REGISTER, GO TO WWW.AMANA-HAC.COM AND CLICK "PRODUCT REGISTRATION." If you are a California or Quebec resident, please refer to the "California And Quebec Residents" section below.

What Units Does This Warranty Not Cover?

This warranty does not apply to:

- Units that are ordered over the Internet, by telephone, or by other electronic means unless the unit is installed by a dealer adhering to all applicable federal, state, and local codes, policies, and licensing requirements.
- Units that are installed outside the United States, its territories, or Canada.
- Units that are operated in incomplete structures.
- Units that are installed in buildings other than owner-occupied residences, such as non-residential buildings or residences not occupied by the owner.

www.amana-hac.com

For further information about this warranty, contact Homeowner Support by mail to 19001 Kermier Rd, Waller, Texas 77484.



Amana is a trademark of Maytag Corporation and is used under license to Goodman Company, L.P. All rights reserved.

What Problems Does This Warranty Cover?

This warranty covers defects in materials and workmanship that appear under normal use and maintenance.

Other Warranties

This warranty is in lieu of all other express warranties. **ANY IMPLIED WARRANTIES BY GOODMAN, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION OF THIS WARRANTY. NO AFFILIATE OF GOODMAN GIVES ANY EXPRESS OR IMPLIED WARRANTY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, ON THIS UNIT.** Some states and provinces do not allow the exclusion of express warranties and/or limitations on how long an implied warranty lasts, so the above exclusion and/or limitation may not apply to you.

What Problems Does This Warranty Not Cover?

Goodman is not responsible for:

- Damage or repairs required as a consequence of faulty installation or application.
- Damage as a result of floods, fires, winds, lightning, accidents, corrosive atmosphere, or other conditions beyond Goodman's control.
- Damage or the need for repairs arising from the use of components or accessories not compatible with this unit.
- Normal maintenance as described in the installation and operating manual, such as cleaning of the coils, filter cleaning and/or replacement, and lubrication.
- Parts or accessories not supplied or designated by the manufacturer.
- Damage or the need for repairs resulting from any improper use, maintenance, operation, or servicing.
- Damage or failure of the unit to start due to interruption in electrical service or inadequate electrical service.
- Any damage caused by frozen or broken water pipes in the event of equipment failure.
- Changes in the appearance of the unit that do not affect its performance.



Part No. PWAACHPTYUR
1/2019
© 2019 Goodman Company, L.P.

AMANA BRAND... Lasts and Lasts and Lasts

66.44

Models: ASX13, ANX13, ASX14, ASZ14, ANX14, ANZ14

- Replacement of fuses and replacement or resetting of circuit breakers.
- Damage or the need for repairs resulting from the use of unapproved refrigerant types or used or recycled refrigerant.

When Does Warranty Coverage Begin?

Warranty coverage begins on the "installation date." The installation date is one of three dates depending on the circumstances of purchase:

- (1) For units installed in a newly constructed residence, the installation date is the date the owner purchases the residence from the builder.
- (2) For units installed in existing residences, the installation date is the date that the unit is originally installed.
- (3) If the date the owner purchases the residence from the builder or the date the unit is originally installed cannot be verified, the installation date is three months after the manufacture date. The first four digits of the serial number (YYMM) on the unit indicate the manufacture date. For example, a serial number beginning with "2002" indicates the unit was manufactured in February 2020.

How Long Does Warranty Coverage Last?

Registration is not required to obtain warranty coverage, but registration entitles the owner to the Registered Additional Term Warranty described in the following paragraph. If the unit is not registered, the warranty lasts for a period up to 5 YEARS (the "Initial Term Warranty").

If the unit is properly registered online within 60 days after the installation date, an additional warranty (the "Registered Additional Term Warranty") is provided and lasts for as long as the original registered owner or his or her spouse ("registered owner") own and reside in the home in which the unit was originally installed, for a period up to 10 YEARS after the installation date. TO REGISTER, GO TO WWW.AMANA-HAC.COM AND CLICK "PRODUCT REGISTRATION." Some states and provinces do not allow limitation of warranty coverage to registered owner, so the above limitation may not apply to you. If you are a California or Quebec resident, please refer to the "California And Quebec Residents" section below.

Neither of these warranties continues after the unit is removed from the location where it was originally installed.

The replacement of a part or unit under this warranty does not extend the warranty period. In other words, Goodman warrants a replacement part or unit only for the period remaining in the applicable warranty that commenced on the installation date.

What Will Goodman Do To Correct Problems?

Goodman will furnish a replacement part, without charge for the part only, to replace any part that is found to be defective due to workmanship or materials under normal use and maintenance. Furnishing of the replacement part is Goodman's only responsibility under this warranty to owners who have not properly registered the unit and the furnishing of the replacement part is the unregistered owner's only remedy. It is also Goodman's only responsibility and the only remedy for registered owners except for the limited unit replacement remedy for registered owners set out below.

For registered owners, for a compressor that fails during the first 2 YEARS after the installation date, Goodman will replace the unit one time only with a new, equivalent unit.

If you are a California or Quebec resident, please refer to the "California and Quebec Residents" section below.

THE OWNER AGREES THAT THESE REMEDIES ARE THE OWNER'S EXCLUSIVE REMEDIES FOR BREACH OF ALL WARRANTIES, EXPRESS OR IMPLIED.

What Won't Goodman Do To Correct Problems?

Goodman will not pay for:

- Labor, freight, or any other cost associated with the service, repair, or operation of the unit.
- Electricity or fuel costs, or increases in electricity or fuel costs, for any reason, including additional or unusual use of supplemental electric heat.
- Lodging or transportation charges.
- Refrigerant.

WHETHER ANY CLAIM IS BASED ON NEGLIGENCE OR OTHER TORT, BREACH OF WARRANTY OR OTHER BREACH OF CONTRACT, OR ANY OTHER THEORY, NEITHER GOODMAN NOR ANY OF ITS AFFILIATES SHALL IN ANY EVENT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF USE OF A UNIT, EXTRA UTILITY EXPENSES, OR DAMAGES TO PROPERTY. Some states and provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusion may not apply to you.

How Can The Owner Receive Warranty Service?

If there is a problem with the unit, contact a licensed contractor.

To receive a replacement part, a licensed contractor must bring the defective part to an Amana heating and air conditioning products distributor.

Part No. PWAACHPPTYUR
1/2019
© 2019 Goodman Company, L.P.



is a trademark of Maytag Corporation and is used under license to Goodman Company, L.P. All rights reserved.

AMANA BRAND... Lasts and Lasts and Lasts



LIMITED WARRANTY

Models: ASX13, ANX13, ASX14, ASZ14, ANX14, ANZ14

For more information about the warranty, contact Homeowner Support, 19001 Kermier Rd., Waller, Texas 77484.

This warranty gives you specific legal rights, and you may also have other rights that vary from state to state or province to province.

California And Quebec Residents

California and Quebec residents do not need to register the product in order to get all of the rights and remedies of registered owners under this warranty, but Registered Additional Term Warranty coverage is only available to the original owner of this unit and his or her spouse. The arbitration provisions of this warranty shall not apply to residents of Quebec.

Where Can Any Legal Remedies Be Pursued?

ARBITRATION CLAUSE. IMPORTANT. PLEASE REVIEW THIS ARBITRATION CLAUSE. IT AFFECTS YOUR LEGAL RIGHTS.

1. **Parties:** This arbitration clause affects your rights against Goodman and any of its affiliates or employees or agents, successors, or assigns, all of whom together are referred to below as "we" or "us" for ease of reference.
2. **ARBITRATION REQUIREMENT: EXCEPT AS STATED BELOW, ANY DISPUTE BETWEEN YOU AND ANY OF US SHALL BE DECIDED BY NEUTRAL, BINDING ARBITRATION RATHER THAN IN COURT OR BY JURY TRIAL.** "Dispute" will be given the broadest possible meaning allowable by law. It includes any dispute, claim, or controversy arising from or relating to your purchase of this heating or air conditioning unit, any warranty upon the unit, or the unit's condition. It also includes determination of the scope or applicability of this Arbitration Clause. The arbitration requirement applies to claims in contract and tort, pursuant to statute, or otherwise.
3. **CLASS-ARBITRATION WAIVER: ARBITRATION IS HANDLED ON AN INDIVIDUAL BASIS. IF A DISPUTE IS ARBITRATED, YOU AND WE EXPRESSLY WAIVE ANY RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US OR WE AGAINST YOU, OR AS A PRIVATE ATTORNEY GENERAL OR IN ANY OTHER REPRESENTATIVE CAPACITY. YOU AND WE ALSO WAIVE ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.**

4. **Discovery and Other Rights:** Discovery and rights to appeal in arbitration are generally more limited than in a lawsuit. This applies to both you and us. Other rights that you or we would have in court may not be available in arbitration. Please read this Arbitration Clause and consult the rules of the arbitration organizations listed below for more information.
5. **SMALL CLAIMS COURT OPTION: YOU MAY CHOOSE TO LITIGATE ANY DISPUTE BETWEEN YOU AND ANY OF US IN SMALL CLAIMS COURT, RATHER THAN IN ARBITRATION, IF THE DISPUTE MEETS ALL REQUIREMENTS TO BE HEARD IN SMALL CLAIMS COURT.**
6. **Governing Law:** For residents of the United States, the procedures and effect of the arbitration will be governed by the Federal Arbitration Act (9 U.S.C. § 1 et seq.) rather than by state law concerning arbitration. For residents of Canada, the procedures and effect of the arbitration will be governed by the applicable arbitration law of the province in which you purchased your unit. The law governing your substantive warranty rights and other claims will be the law of the state or province in which you purchased your unit. Any court having jurisdiction may enter judgment on the arbitration award.
7. **Rules of the Arbitration:** If the amount in controversy is less than \$250,000, the arbitration will be decided by a single arbitrator. If the amount in controversy is greater than or equal to \$250,000, the arbitration will be decided by a panel of three arbitrators. The arbitrator(s) will be chosen pursuant to the rules of the administering arbitration organization. United States residents may choose the American Arbitration Association (1633 Broadway, 10th Floor, New York, NY 10019, www.adr.org), JAMS (1920 Main Street, Ste. 300, Irvine, CA 92614, www.jamsadr.com), or, subject to our approval, any other arbitration organization. In addition, Canadian residents may choose the ADR Institute of Canada (234 Eglinton Ave. East, Suite 405, Toronto, Ontario, M4P 1K5, www.amic.org). These organizations' rules can be obtained by contacting the organization or visiting its website. If the chosen arbitration organization's rules conflict with this Arbitration Clause, the provisions of this Arbitration Clause control. The award of the arbitrator(s) shall be final and binding on all parties.

Part No. PWAACHPPTYUR

1/2019

© 2019 Goodman Company, L.P.



is a trademark of Maytag Corporation and is used under license to Goodman Company, L.P. All rights reserved.

AMANA BRAND... Lasts and Lasts and Lasts

Models: ASX13, ANX13, ASX14, ASZ14, ANX14, ANZ14

8. *Location of the Arbitration Hearing:* Unless applicable law provides otherwise, the arbitration hearing for United States residents will be conducted in the federal judicial district in which you reside or, for Canadian residents, in the province in which you reside.
9. *Costs of the Arbitration:* Each party is responsible for its own attorney, expert, and other fees unless applicable law requires otherwise. Goodman will pay your share of the fees charged by the arbitration organization and arbitrator(s) beyond the first \$200. Where permissible by law, you may be required to reimburse Goodman for the fees of the arbitration organization and arbitrator(s) in whole or in part by decision of the arbitrator(s) at the discretion of the arbitrator(s).
10. *Survival and Enforceability of this Arbitration Clause:* This Arbitration Clause shall survive the expiration or termination, or any transfer, of the warranty on your unit. If any part of this Arbitration Clause, except waivers of class-action rights, is found to be unenforceable for any reason, the remainder of this clause and the warranty shall remain enforceable. If, in a case in which class-action allegations have been made, the waiver of class-action rights under this warranty is found to be unenforceable with respect to any part of the dispute, the parts of the dispute as to which the waiver of class-action rights have been found unenforceable will be severed and will proceed in court without reference or application of this Arbitration Clause. Any remaining parts will proceed in arbitration.

Part No. PWAACHPPTYUR
1/2019
© 2019 Goodman Company, L.P.

Amana is a trademark of Maytag Corporation and is used under license to Goodman Company, L.P. All rights reserved.

AMANA BRAND... Lasts and Lasts and Lasts



OWNER OCCUPIED RESIDENCE WARRANTY

Models: ASX13, ANX13, ASX14, ASZ14, ANX14, ANZ14

If this heating or air conditioning unit has not been properly registered, all references in this document to "the warranty," "this warranty," or any similar construction, refer solely and exclusively to the Initial Term Warranty (defined below). If this heating or air conditioning unit has been properly registered (and any other applicable conditions set forth herein are satisfied), all such references refer to the Initial Term Warranty together with the Registered Additional Term Warranty (defined below).

Who Is Providing The Warranty?

This warranty is provided to you by Goodman Company, L.P. ("Goodman"), which warrants all parts of this heating or air conditioning unit, as described below.

To What Type Of Installations Does This Warranty Apply?

This warranty applies to heating and air conditioning units installed in residences not occupied by the owner. Different warranties apply to units installed in owner-occupied residences and in commercial properties.

Is Registration Required?

Registration is strongly urged. As set out below, Initial Term Warranty coverage is available to owners who have not registered, but Registered Additional Term Warranty coverage is only available to registered owners. TO REGISTER, GO TO WWW.AMANA-HAC.COM AND CLICK "PRODUCT REGISTRATION."

What Units Does This Warranty Not Cover?

This warranty does not apply to:

- Units that are ordered over the Internet, by telephone, or by other electronic means unless the unit is installed by a dealer adhering to all applicable federal, state, and local codes, policies, and licensing requirements.
- Units that are installed outside the United States, its territories, or Canada.
- Units that are operated in incomplete structures.
- Units that are installed in buildings other than residences not occupied by the owner, such as non-residential buildings or owner-occupied residences.

What Problems Does This Warranty Cover?

This warranty covers defects in materials and workmanship that appear under normal use and maintenance.

Other Warranties

THIS WARRANTY IS PROVIDED IN LIEU OF ANY OTHER WARRANTIES, WHETHER BY GOODMAN OR ANY OF ITS AFFILIATES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

What Problems Does This Warranty Not Cover?

Goodman is not responsible for:

- Damage or repairs required as a consequence of faulty installation or application.
- Damage as a result of floods, fires, winds, lightning, accidents, corrosive atmosphere, or other conditions beyond Goodman's control.
- Damage or the need for repairs arising from the use of components or accessories not compatible with this unit.
- Normal maintenance as described in the installation and operating manual, such as cleaning of the coils, filter cleaning and/or replacement, and lubrication.
- Parts or accessories not supplied or designated by the manufacturer.
- Damage or the need for repairs resulting from any improper use, maintenance, operation, or servicing.
- Damage or failure of the unit to start due to interruption in electrical service or inadequate electrical service.
- Any damage caused by frozen or broken water pipes in the event of equipment failure.
- Changes in the appearance of the unit that do not affect its performance.
- Replacement of fuses and replacement or resetting of circuit breakers.
- Damage or the need for repairs resulting from the use of unapproved refrigerant types or used or recycled refrigerant.

When Does Warranty Coverage Begin?

Warranty coverage begins on the "installation date." The installation date is one of two dates:

- (1) The installation date is the date that the unit is originally installed.

Part No. PWAACHPPTYUR
1/2019
© 2019 Goodman Company, L.P.



is a trademark of Maytag Corporation and is used under license to Goodman Company, L.P. All rights reserved.

AMANA BRAND... Lasts and Lasts and Lasts



OWNER OCCUPIED RESIDENCE WARRANTY

Models: ASX13, ANX13, ASX14, ASZ14, ANX14, ANZ14

- (2) If the date the unit is originally installed cannot be verified, the installation date is three months after the manufacture date. The first four digits of the serial number (YYMM) on the unit indicate the manufacture date. For example, a serial number beginning with "2002" indicates the unit was manufactured in February 2020.

How Long Does Warranty Coverage Last?

Registration is not required to obtain warranty coverage, but registration entitles the owner to the Registered Additional Term Warranty described in the following paragraph. If the unit is not registered, the warranty lasts for a period up to 5 YEARS (the "Initial Term Warranty").

If the unit is properly registered online within 60 days after the installation date, an additional warranty (the "Registered Additional Term Warranty") is provided and lasts for as long as the original registered owner ("registered owner") owns the residence in which the unit was originally installed, for a period up to 10 YEARS after the installation date. TO REGISTER, GO TO WWW.AMANA-HAC.COM AND CLICK "PRODUCT REGISTRATION."

Neither of these warranties continues after the unit is removed from the location where it was originally installed.

The replacement of a part under this warranty does not extend the warranty period. In other words, Goodman warrants a replacement part only for the period remaining in the applicable warranty that commenced on the installation date.

What Will Goodman Do To Correct Problems?

Goodman will furnish a replacement part, without charge for the part only, to replace any part that is found to be defective due to workmanship or materials under normal use and maintenance. Furnishing of the replacement part is Goodman's only responsibility under this warranty.

THE OWNER AGREES THAT THESE REMEDIES ARE THE OWNER'S EXCLUSIVE REMEDIES FOR BREACH OF ALL WARRANTIES.

What Won't Goodman Do To Correct Problems?

Goodman will not pay for:

- Labor, freight, or any other cost associated with the service, repair, or operation of the unit.
- Electricity or fuel costs, or increases in electricity or fuel costs, for any reason, including additional or unusual use of supplemental electric heat.
- Lodging or transportation charges.
- Refrigerant.

WHETHER ANY CLAIM IS BASED ON NEGLIGENCE OR OTHER TORT, BREACH OF WARRANTY OR OTHER BREACH OF CONTRACT, OR ANY OTHER THEORY, NEITHER GOODMAN NOR ANY OF ITS AFFILIATES SHALL IN ANY EVENT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF USE OF A UNIT, EXTRA UTILITY EXPENSES, OR DAMAGES TO PROPERTY.

How Can The Owner Receive Warranty Service?

If there is a problem with the unit, contact a licensed contractor.

To receive a replacement part, a licensed contractor must bring the defective part to an Amana heating and air conditioning products distributor.

For more information about the warranty, contact Homeowner Support, 19001 Kermier Rd., Waller, Texas 77484.

Where Can Any Legal Remedies Be Pursued?

ARBITRATION CLAUSE. IMPORTANT. PLEASE REVIEW THIS ARBITRATION CLAUSE. IT AFFECTS YOUR LEGAL RIGHTS.

1. **Parties:** This arbitration clause affects your rights against Goodman and any of its affiliates or employees or agents, successors, or assigns, all of whom together are referred to below as "we" or "us" for ease of reference.
2. **ARBITRATION REQUIREMENT: EXCEPT AS STATED BELOW, ANY DISPUTE BETWEEN YOU AND ANY OF US SHALL BE DECIDED BY NEUTRAL, BINDING ARBITRATION RATHER THAN IN COURT OR BY JURY TRIAL.** "Dispute" will be given the broadest possible meaning allowable by law. It includes any dispute, claim, or controversy arising from or relating to your purchase of this heating or air conditioning unit, any warranty upon the unit, or the unit's condition. It also includes determination of the scope or applicability of this Arbitration Clause. The arbitration requirement applies to claims in contract and tort, pursuant to statute, or otherwise.
3. **CLASS-ARBITRATION WAIVER: ARBITRATION IS HANDLED ON AN INDIVIDUAL BASIS. IF A DISPUTE IS ARBITRATED, YOU AND WE EXPRESSLY WAIVE ANY RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US OR WE AGAINST YOU, OR AS A PRIVATE ATTORNEY GENERAL OR IN ANY OTHER REPRESENTATIVE CAPACITY. YOU AND WE ALSO WAIVE ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.**

Part No. PWAACHPTTYUR
1/2019
© 2019 Goodman Company, L.P.



is a trademark of Maytag Corporation and is used under license to Goodman Company, L.P. All rights reserved.

AMANA BRAND... Lasts and Lasts and Lasts

Models: ASX13, ANX13, ASX14, ASZ14, ANX14, ANZ14

4. *Discovery and Other Rights:* Discovery and rights to appeal in arbitration are generally more limited than in a lawsuit. This applies to both you and us. Other rights that you or we would have in court may not be available in arbitration. Please read this Arbitration Clause and consult the rules of the arbitration organizations listed below for more information.
5. **SMALL CLAIMS COURT OPTION: YOU MAY CHOOSE TO LITIGATE ANY DISPUTE BETWEEN YOU AND ANY OF US IN SMALL CLAIMS COURT, RATHER THAN IN ARBITRATION, IF THE DISPUTE MEETS ALL REQUIREMENTS TO BE HEARD IN SMALL CLAIMS COURT.**
6. *Governing Law:* For residents of the United States, the procedures and effect of the arbitration will be governed by the Federal Arbitration Act (9 U.S.C. § 1 et seq.) rather than by state law concerning arbitration. For residents of Canada, the procedures and effect of the arbitration will be governed by the applicable arbitration law of the province in which you purchased your unit. The law governing your substantive warranty rights and other claims will be the law of the state or province in which you purchased your unit. Any court having jurisdiction may enter judgment on the arbitration award.
7. *Rules of the Arbitration:* If the amount in controversy is less than \$250,000, the arbitration will be decided by a single arbitrator. If the amount in controversy is greater than or equal to \$250,000, the arbitration will be decided by a panel of three arbitrators. The arbitrator(s) will be chosen pursuant to the rules of the administering arbitration organization. United States residents may choose the American Arbitration Association (1633 Broadway, 10th Floor, New York, NY 10019, www.adr.org), JAMS (1920 Main Street, Ste. 300, Irvine, CA 92614, www.jamsadr.com), or, subject to our approval, any other arbitration organization. In addition, Canadian residents may choose the ADR Institute of Canada (234 Eglinton Ave. East, Suite 405, Toronto, Ontario, M4P 1K5, www.amic.org). These organizations' rules can be obtained by contacting the organization or visiting its website. If the chosen arbitration organization's rules conflict with this Arbitration Clause, the provisions of this Arbitration Clause control. The award of the arbitrator(s) shall be final and binding on all parties.
8. *Location of the Arbitration Hearing:* Unless applicable law provides otherwise, the arbitration hearing for United States residents will be conducted in the federal judicial district in which you reside or, for Canadian residents, in the province in which you reside.
9. *Costs of the Arbitration:* Each party is responsible for its own attorney, expert, and other fees unless applicable law requires otherwise. Goodman will pay your share of the fees charged by the arbitration organization and arbitrator(s) beyond the first \$200. Where permissible by law, you may be required to reimburse Goodman for the fees of the arbitration organization and arbitrator(s) in whole or in part by decision of the arbitrator(s) at the discretion of the arbitrator(s).

Part No. PWAACHPPTYUR
1/2019
© 2019 Goodman Company, L.P.

Amana is a trademark of Maytag Corporation and is used under license to Goodman Company, L.P. All rights reserved.

AMANA BRAND... Lasts and Lasts and Lasts



OWNER OCCUPIED RESIDENCE WARRANTY

Models: ASX13, ANX13, ASX14, ASZ14, ANX14, ANZ14

10. *Survival and Enforceability of this Arbitration Clause:* This Arbitration Clause shall survive the expiration or termination, or any transfer, of the warranty on your unit. If any part of this Arbitration Clause, except waivers of class-action rights, is found to be unenforceable for any reason, the remainder of this clause and the warranty shall remain enforceable. If, in a case in which class-action allegations have been made, the waiver of class-action rights under this warranty is found to be unenforceable with respect to any part of the dispute, the parts of the dispute as to which the waiver of class-action rights have been found unenforceable will be severed and will proceed in court without reference or application of this Arbitration Clause. Any remaining parts will proceed in arbitration.

Part No. PWAACHPPTYUR
1/2019
© 2019 Goodman Company, L.P.

Amana is a trademark of Maytag Corporation and is used under license to Goodman Company, L.P. All rights reserved.

AMANA BRAND... Lasts and Lasts and Lasts

Models: ASX13, ANX13, ASX14, ASZ14, ANX14, ANZ14

Who Is Providing The Warranty?

This warranty is provided to you by Goodman Company, L.P. ("Goodman"), which warrants all parts of this heating or air conditioning unit, as described below.

To What Type Of Installations Does This Warranty Apply?

This warranty applies to heating and air conditioning units installed in buildings other than residences. Different warranties apply to units installed in owner-occupied residences and in residences not occupied by the owner.

What Units Does This Warranty Not Cover?

This warranty does not apply to:

- Units that are ordered over the Internet, by telephone, or by other electronic means unless the unit is installed by a dealer adhering to all applicable federal, state, and local codes, policies, and licensing requirements.
- Units that are installed outside the United States, its territories, or Canada.
- Units that are operated in incomplete structures.
- Units that are installed in residential buildings.

What Problems Does This Warranty Cover?

This warranty covers defects in materials and workmanship that appear under normal use and maintenance.

Other Warranties

THIS WARRANTY IS PROVIDED IN LIEU OF ANY OTHER WARRANTIES, WHETHER BY GOODMAN OR ANY OF ITS AFFILIATES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

What Problems Does This Warranty Not Cover?

Goodman is not responsible for:

- Damage or repairs required as a consequence of faulty installation or application.
- Damage as a result of floods, fires, winds, lightning, accidents, corrosive atmosphere, or other conditions beyond Goodman's control.
- Damage or the need for repairs arising from the use of components or accessories not compatible with this unit.
- Normal maintenance as described in the installation and operating manual, such as cleaning of the coils, filter cleaning and/or replacement, and lubrication.

- Parts or accessories not supplied or designated by the manufacturer.
- Damage or the need for repairs resulting from any improper use, maintenance, operation, or servicing.
- Damage or failure of the unit to start due to interruption in electrical service or inadequate electrical service.
- Any damage caused by frozen or broken water pipes in the event of equipment failure.
- Changes in the appearance of the unit that do not affect its performance.
- Replacement of fuses and replacement or resetting of circuit breakers.
- Damage or the need for repairs resulting from the use of unapproved refrigerant types or used or recycled refrigerant.

When Does Warranty Coverage Begin?

Warranty coverage begins on the "installation date." The installation date is one of two dates:

- (1) The installation date is the date that the unit is originally installed.
- (2) If the date the unit is originally installed cannot be verified, the installation date is three months after the manufacture date. The first four digits of the serial number (YYMM) on the unit indicate the manufacture date. For example, a serial number beginning with "2002" indicates the unit was manufactured in February 2020.

How Long Does Warranty Coverage Last?

The warranty lasts for a period up to 5 YEARS.

This warranty does not continue after the unit is removed from the location where it was originally installed.

The replacement of a part under this warranty does not extend the warranty period. In other words, Goodman warrants a replacement part only for the period remaining in the applicable warranty that commenced on the installation date.

What Will Goodman Do To Correct Problems?

Goodman will furnish a replacement part, without charge for the part only, to replace any part that is found to be defective due to workmanship or materials under normal use and maintenance. Furnishing of the replacement part is Goodman's only responsibility under this warranty.

Part No. PWAACHPPTYUR
1/2019
© 2019 Goodman Company, L.P.



is a trademark of Maytag Corporation and is used under license to Goodman Company, L.P. All rights reserved.

AMANA BRAND... Lasts and Lasts and Lasts

Models: ASX13, ANX13, ASX14, ASZ14, ANX14, ANZ14

THE OWNER AGREES THAT THESE REMEDIES ARE THE OWNER'S EXCLUSIVE REMEDIES FOR BREACH OF ALL WARRANTIES.

What Won't Goodman Do To Correct Problems?

Goodman will not pay for:

- Labor, freight, or any other cost associated with the service, repair, or operation of the unit.
- Electricity or fuel costs, or increases in electricity or fuel costs, for any reason, including additional or unusual use of supplemental electric heat.
- Lodging or transportation charges.
- Refrigerant.

WHETHER ANY CLAIM IS BASED ON NEGLIGENCE OR OTHER TORT, BREACH OF WARRANTY OR OTHER BREACH OF CONTRACT, OR ANY OTHER THEORY, NEITHER GOODMAN NOR ANY OF ITS AFFILIATES SHALL IN ANY EVENT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF USE OF A UNIT, EXTRA UTILITY EXPENSES, OR DAMAGES TO PROPERTY.

How Can The Owner Receive Warranty Service?

If there is a problem with the unit, contact a licensed contractor.

To receive a replacement part, a licensed contractor must bring the defective part to an Amana heating and air conditioning products distributor.

For more information about the warranty, contact Homeowner Support, 19001 Kermier Rd., Waller, Texas 77484.

Where Can Any Legal Remedies Be Pursued?

ARBITRATION CLAUSE. IMPORTANT. PLEASE REVIEW THIS ARBITRATION CLAUSE. IT AFFECTS YOUR LEGAL RIGHTS.

1. **Parties:** This arbitration clause affects your rights against Goodman and any of its affiliates or employees or agents, successors, or assigns, all of whom together are referred to below as "we" or "us" for ease of reference.
2. **ARBITRATION REQUIREMENT: EXCEPT AS STATED BELOW, ANY DISPUTE BETWEEN YOU AND ANY OF US SHALL BE DECIDED BY NEUTRAL, BINDING ARBITRATION RATHER THAN IN COURT OR BY JURY TRIAL.** "Dispute" will be given the broadest possible meaning allowable by law. It includes any dispute, claim, or controversy arising from or relating to your purchase of this heating or air conditioning unit, any warranty upon the unit, or the unit's condition. It also includes determination of the scope or

applicability of this Arbitration Clause. The arbitration requirement applies to claims in contract and tort, pursuant to statute, or otherwise.

3. **CLASS-ARBITRATION WAIVER: ARBITRATION IS HANDLED ON AN INDIVIDUAL BASIS. IF A DISPUTE IS ARBITRATED, YOU AND WE EXPRESSLY WAIVE ANY RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US OR WE AGAINST YOU, OR AS A PRIVATE ATTORNEY GENERAL OR IN ANY OTHER REPRESENTATIVE CAPACITY. YOU AND WE ALSO WAIVE ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.**
4. **Discovery and Other Rights:** Discovery and rights to appeal in arbitration are generally more limited than in a lawsuit. This applies to both you and us. Other rights that you or we would have in court may not be available in arbitration. Please read this Arbitration Clause and consult the rules of the arbitration organizations listed below for more information.
5. **SMALL CLAIMS COURT OPTION: YOU MAY CHOOSE TO LITIGATE ANY DISPUTE BETWEEN YOU AND ANY OF US IN SMALL CLAIMS COURT, RATHER THAN IN ARBITRATION, IF THE DISPUTE MEETS ALL REQUIREMENTS TO BE HEARD IN SMALL CLAIMS COURT.**
6. **Governing Law:** For residents of the United States, the procedures and effect of the arbitration will be governed by the Federal Arbitration Act (9 U.S.C. § 1 et seq.) rather than by state law concerning arbitration. For residents of Canada, the procedures and effect of the arbitration will be governed by the applicable arbitration law of the province in which you purchased your unit. The law governing your substantive warranty rights and other claims will be the law of the state or province in which you purchased your unit. Any court having jurisdiction may enter judgment on the arbitration award.

Part No. PWAACHPTYUR
1/2019
© 2019 Goodman Company, L.P.



is a trademark of Maytag Corporation and is used under license to Goodman Company, L.P. All rights reserved.

AMANA BRAND... Lasts and Lasts and Lasts

Models: ASX13, ANX13, ASX14, ASZ14, ANX14, ANZ14

7. *Rules of the Arbitration:* If the amount in controversy is less than \$250,000, the arbitration will be decided by a single arbitrator. If the amount in controversy is greater than or equal to \$250,000, the arbitration will be decided by a panel of three arbitrators. The arbitrator(s) will be chosen pursuant to the rules of the administering arbitration organization. United States residents may choose the American Arbitration Association (1633 Broadway, 10th Floor, New York, NY 10019, www.adr.org), JAMS (1920 Main Street, Ste. 300, Irvine, CA 92614, www.jamsadr.com), or, subject to our approval, any other arbitration organization. In addition, Canadian residents may choose the ADR Institute of Canada (234 Eglinton Ave. East, Suite 405, Toronto, Ontario, M4P 1K5, www.amic.org). These organizations' rules can be obtained by contacting the organization or visiting its website. If the chosen arbitration organization's rules conflict with this Arbitration Clause, the provisions of this Arbitration Clause control. The award of the arbitrator(s) shall be final and binding on all parties.
8. *Location of the Arbitration Hearing:* Unless applicable law provides otherwise, the arbitration hearing for United States residents will be conducted in the federal judicial district in which you reside or, for Canadian residents, in the province in which you reside.
9. *Costs of the Arbitration:* Each party is responsible for its own attorney, expert, and other fees unless applicable law requires otherwise. Goodman will pay your share of the fees charged by the arbitration organization and arbitrator(s) beyond the first \$200. Where permissible by law, you may be required to reimburse Goodman for the fees of the arbitration organization and arbitrator(s) in whole or in part by decision of the arbitrator(s) at the discretion of the arbitrator(s).
10. *Survival and Enforceability of this Arbitration Clause:* This Arbitration Clause shall survive the expiration or termination, or any transfer, of the warranty on your unit. If any part of this Arbitration Clause, except waivers of class-action rights, is found to be unenforceable for any reason, the remainder of this clause and the warranty shall remain enforceable. If, in a case in which class-action allegations have been made, the waiver of class-action rights under this warranty is found to be unenforceable with respect to any part of the dispute, the parts of the dispute as to which the waiver of class-action rights have been found unenforceable will be severed and will proceed in court without reference or application of this Arbitration Clause. Any remaining parts will proceed in arbitration.

Part No. PWAACHPTYUR
1/2019
© 2019 Goodman Company, L.P.

Amana is a trademark of Maytag Corporation and is used under license to Goodman Company, L.P. All rights reserved.

AMANA BRAND... Lasts and Lasts and Lasts

Montigo Residential Product Warranty

Effective August 1, 2019

This new warranty applies to any current Montigo product purchased on or after August 1, 2019 and supercedes all pre-existing limited warranties on previous manufactured Montigo products. For any consumers who purchased a Montigo unit prior to August 1, 2019 under a previous Montigo warranty, Montigo will honor any warranty coverage in the previous warranty that may have been reduced under the new warranty.

Montigo Residential Product Warranty

Effective August 1, 2019

MONTIGO RESIDENTIAL WARRANTY PROGRAM

Canadian Heating Products Inc. and/or Montigo DelRay Corp (collectively referred to herein as "The Companies"), warrants the Montigo gas appliance (referred to herein as 'the appliance') to be free from defects in materials and workmanship at the time of manufacture. The gas appliance and related components are further subject to the terms and conditions set forth below.

This warranty covers the following Montigo product series: Distinction, Divine & Divine Outdoor (H-Series), Illume (FID Inserts), Phenom (L/P/PL-Series), Exemplar (R/RP-Series), Mahana and DelRay

Component	Coverage Period	Labor Coverage
Firebox, heat exchanger	15 years	1 year
Main burner	15 years	1 year
Gas control valve and related control components (pilot assembly, spark electrode flame sensors, thermopile)	1 year	1 year
Electrical components (internal blowers, ignition control module, wiring, switches, remote control systems, blower control module, accent bulbs)	1 year	1 year
Firebox media (logset, glass beads, river rocks)	1 year	1 year
Glass (thermal breakage)	1 year	1 year
Plated, painted finishes (including interior reflective glass) *	1 year	1 year
Refractory lining	1 year	1 year
Mesh/Glass safety barriers	1 year	1 year
Power vent termination	1 year	1 year
Montigo terminations*	10 years	1 year
Montigo venting (excluding termination)	15 years	1 year

* Exterior painted surfaces exempt

6656

Montigo Residential Product Warranty

Effective August 1, 2019

QUALIFICATIONS TO THE WARRANTY

This Warranty only covers gas appliances installed in the United States or Canada.

To receive the benefits of this warranty, the appliance must be purchased, installed and serviced annually by a dealer authorized by The Companies for the warranty to be valid.

The gas appliance must be installed by a licensed professional in accordance with The Companies' installation instructions and local building codes. The warranty on the appliance covers only components manufactured by The Companies. The use of components manufactured or supplied by other manufacturers and used in conjunction with the appliance could create serious safety hazards, may result in the denial of certification by recognized national safety agencies and could violate local building codes. Such use may untimely void this warranty. This warranty does not cover any damages occurring from the use of any components not manufactured or supplied by The Companies.

The appliance must be subjected to normal use. The appliance is designed to burn natural gas (NG) or liquefied petroleum (LP) only. Burning conventional fireplace fuels such as wood, coal or any other solid fuel will cause damage to the appliance, produce excessive temperatures will result in a fire hazard and void all warranties. This warranty is transferable. The appliance must remain in its original place of installation to be valid.

If the components of the appliance covered by this warranty are found to be defective within the time frame stated (see The Companies investigation of claims), The Companies will, at its option, replace or repair defective components of the appliance manufactured by The Companies at no charge and will also pay for labor costs (in accordance with schedule) incurred in replacing or repairing components. If repair or replacement is not commercially practical, The Companies will, at its sole discretion, fully discharge all obligations under the warranty by refunding the verified dealer purchase price of the appliance, excluding the cost of labor unless the labor is covered by the terms of the warranty.

This warranty covers only parts and labor as provided above. In no case shall the companies be responsible for materials, components or construction, which are not manufactured or supplied by The Companies, or for the labor necessary to install, repair or remove such materials, components or construction. All replacement or repair components will be shipped F.O.B. from the nearest Company factory.

LIMITATION ON LIABILITY

It is agreed and understood that The Companies sole obligation, and purchaser's exclusive remedy under this warranty, under any other warranty, expressed or implied, or in contract, tort or otherwise, shall be limited to repair, replacement or refund as specified above. The opinion of The Companies with respect to these matters shall be final.

In no event shall The Companies be responsible for any incidental or consequential damages caused by (but not limited to) improper installation, installation by an unqualified or unauthorized installer, accident, lack of regular maintenance, user error, abuse, misuse, Acts of God, power surges, floods, natural disasters, force majeure, defects in its appliance

Montigo Residential Product Warranty

Effective August 1, 2019

whether such damage occurs or is discovered before or after replacement or repair, and whether or not such damage is caused by The Companies negligence. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. The duration of any implied warranty with respect to the appliance is limited to the duration of the foregoing warranty. Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation or exclusion may not apply to you.

EXCLUSIONS TO WARRANTY

Corrosion or rust of any kind due to a lack of maintenance, inadequate combustion air or improper venting and corrosive chemicals/environments, expansion and contraction of metals or minor movements of components causing noise are not covered by this warranty.

Willful misconduct (i.e. use of the appliance with problems known to the purchaser and causing further damages), including unauthorized or self-performed 'fixing' or exploration of the appliance's internal workings will void the warranty.

Appliances on which the serial number has been altered, defaced, removed or made illegible will void the warranty.

Costs incurred for diagnosis, service work, shipping and handling of defective or replacement parts are not covered under this warranty.

The published warranties are not applicable for any equipment manufactured by The Companies that has been sold direct to the consumer via internet or auction websites. The Companies do not endorse, approve or certify any online sale of its products through auction websites, online retailers or any other method of online sales direct to consumers.

INVESTIGATION OF CLAIMS AGAINST WARRANTY

The Companies reserve the right to investigate any and all claims against this warranty and decide upon method of settlement.

The Companies are not responsible for work done without written consent of The Companies.

The Companies shall in no event be responsible for any warranty work done without first obtaining the Companies written consent.

The Companies employees and dealers have no authority to make any warranties to neither alter this warranty nor authorize any remedies in addition to or inconsistent with those stated within this warranty.

Montigo Residential Product Warranty

Effective August 1, 2019

IF WARRANTY SERVICE IS NEEDED

To make a claim under this warranty, contact your installing dealer or contractor. The installing dealer is responsible for providing service and will contact the companies to initiate warranted parts replacements. In the event the installing dealer is unavailable, contact your nearest authorized Montigo dealer (www.Montigo.com) or contact Montigo direct at techsupport@montigo.com. Ensure you have your sales receipt and the model and serial number of your appliance.

DO NOT ATTEMPT TO DO ANY SERVICE WORK YOURSELF

If you cannot locate the installing dealer, or nearest dealer/distributor, you must notify The Companies in writing.

USA Offices

6955 Salashan Parkway,
Ferndale WA, 98248
techsupport@montigo.com

Canadian Offices

27342 Gloucester Way
Langley, BC V4W 4A1
techsupport@montigo.com

The terms and conditions of this warranty may be altered or amended from time to time without prior notice.

WARRANTY PERIOD: Warranty coverage begins on the date of original purchase. In the case of new construction, warranty coverage begins on the date of first occupancy of the dwelling or six months after the sale of the product by an independent, authorized Company dealer/ distributor, whichever occurs earlier.

WELLBORN CABINET, INC.®

These warranties cover Wellborn Cabinet, Inc. brands including Wellborn Cabinet, Inc., Estate Collection, Elegant Bath Collection and Wellborn Closets as specified under the Select, Premier Series, Aspire and Estate Collection exclusive series and brand specific details.

This warranty became effective January 1, 2017, and covers cabinets ordered on or after January 1, 2017. Cabinets ordered before January 1, 2017, are covered by the warranty in effect at the time of purchase. This warranty gives you specific legal rights. You may also have other rights, which vary from state to state.



Lifetime Limited Warranty—The Select and Premier Series, Aspire, Elegant Bath Collection, Wellborn Closets and Estate Collection

Wellborn Cabinet, Inc. provides a Lifetime Limited Warranty on the Select and Premier Series, Aspire, Wellborn Closets, Elegant Bath Collection and Estate Collection to the original consumer purchaser for the lifetime of the product from the Wellborn Dealer's original date of purchase. The lifetime of cabinets is expected to be 10 years. Based on all other warranty terms and conditions being met, warranty claims will be prorated based on the expected lifetime of the product.

Exclusive Lifetime Limited Warranty Drawer Box, Door Hinge & Drawer Suspension System

Wellborn Cabinet, Inc. warrants our solid wood dovetailed, superior metal and deluxe metal drawer boxes to the original consumer purchaser for the lifetime of the product. Wellborn Cabinet, Inc. also offers an Exclusive Lifetime Limited Warranty to the original consumer purchaser on our Drawer Suspension Systems and Door Hinges. This warranty is expressed by the supplier. Replacement hinges and drawer slides are subject to availability from our supplier. If a claim is filed after a product becomes obsolete, the manufacturer will replace the discontinued product with the product closest to being equivalent to the original. After Wellborn's warranty expires, it is the consumer's responsibility to contact the manufacturer for hinge or slide replacements.

General Warranty Details

These warranties constitute the exclusive remedy against Wellborn Cabinet, Inc. for all cabinetry parts which have been proven to Wellborn Cabinet, Inc.'s satisfaction to be defective in material and/or workmanship under normal residential usage. These warranties are only valid in the United States of America. All of the above named warranties are limited to the first and original buyer and are not transferable to subsequent owners.

Wellborn cabinets are certified by the Kitchen Cabinet Manufacturers Association. All warranties will be void if cabinets or cabinet parts are in any way mishandled, modified, damaged, improperly installed, improperly stored during or prior to installation, or storage situations where loading exceeds the Kitchen Cabinet Manufacturers Association testing and certification standards which are in compliance with American National Standards Institute #A161-2000. Furthermore, this warranty will not apply to cabinets or cabinet parts damaged by abuse, misuse, neglect, acts of God, exposure to moisture, water, extreme temperatures, the effects of normal wear and tear, or installed or utilized in other than normal residential applications. **Cabinets must be installed for 90 days in order to be considered for Warranty.** All accessories and cabinet accessories warranties will be associated with the series in which they are sold.

Claims:

- I. Claims must initially be made through the Wellborn Cabinet, Inc. Dealer.
- II. Proof of purchase is required to obtain benefits from the warranty
- III. If your Dealer is no longer in business, or no longer carries the Wellborn product line, contact Wellborn Cabinet, Inc. at the address below and we will direct you to another Wellborn Dealer.

Wellborn Cabinet, Inc.; Customer Service/Warranty Claims; P.O. Box 1210; Ashland, AL 36251

(SEE CLAIM DETAILS ON FOLLOWING PAGES)

All warranty work must go through the Wellborn Cabinet, Inc. Dealer. Wellborn Cabinet, Inc. is obligated to provide parts to the dealer. Upon inspection, Wellborn Cabinet, Inc., at their discretion, will either replace or repair the defective part. This warranty does not cover costs associated with shipping or transportation of replacements, removal or installation costs, loss of time, use or revenue or other incidental damages, regardless of whether the work was performed by a contractor, service company or consumer. Replacement parts and cabinets may not match your existing cabinetry due to changes in the finish and wood over time.

Proper care can extend the performance and beauty of your cabinetry. Our installation manual, B8758PK10, was written as a guide to the operation, maintenance and installation of our product. If you did not receive your complimentary copy of this booklet, please contact your nearest Wellborn Cabinet, Inc. Dealer. Furniture polishes and waxes should not be used on Wellborn cabinetry.

Wellborn Cabinet, Inc. provides a Lifetime Limited Warranty on the Select and Premier Series, Aspire, Wellborn Closets, Elegant Bath Collection and Estate Collection to the original consumer purchaser for the lifetime of the product. The Select Series has a machine sanded finishing process and does not include the detailed hand sanding technique featured in the Premier Series, Aspire, and Estate Collection. Therefore, Wellborn Cabinet, Inc. does not recommend designs combining these series. Wellborn Cabinet, Inc. does not warrant finish matching between Home Concepts, the Select Series and the Premier Series, Aspire, Elegant Bath Collection or Estate Collection due to differences in wood characteristics and finishing processes. This warranty does not cover any and all claims hereunder made relating to or arising from finish matching which may exist in cabinets within designs blending or mixing different series, such as designs combining the Home Concepts or Select Series with the Premier Series, Aspire, Elegant Bath Collection or Estate Collection. We further warrant our solid wood dovetailed, superior metal and deluxe drawer boxes to the original consumer purchaser for the lifetime of the product. We also offer an Exclusive Lifetime Limited Warranty to the original consumer purchaser on our Drawer Suspension Systems and Door Hinges. This warranty is expressed by the supplier. Replacement hinges and drawer slides are subject to availability from our supplier. If a claim is filed after a product becomes obsolete, the manufacturer will replace the discontinued product with the product that is closest to being equivalent to the original. After Wellborn's warranty expires, it is the consumer's responsibility to contact the manufacturer for hinge or slide replacements. These warranties constitute the exclusive remedy against Wellborn Cabinet, Inc. for all cabinetry parts that have been proven to Wellborn Cabinet, Inc.'s satisfaction to be defective in material and/or workmanship under normal residential usage. These warranties are only valid in the United States of America. These warranties are limited to the first and original buyer, and are not transferable to subsequent owners. **The lifetime of cabinets is expected to be 10 years. Based on all other warranty terms and conditions being met, credit for replacement of product for warranty claims will be prorated based on the expected lifetime of the product.**

Inset Cabinetry

There are extreme differences in the design and the installation of inset cabinetry. Due to the cabinet door's inset design into the face frame, many design rules are different than in standard overlay cabinetry including pull dimensions, door opening tolerance for adjacent cabinets, interior accessories, and many more. Installing inset cabinets has extreme differences from standard overlay. For inset cabinetry in the Premier Series, tolerance around doors and drawers will vary. Prior to installation, cabinet should be placed on a level surface, door spacers removed and each door and drawer inspected for proper opening and closing. If there are any issues with operation of the cabinet parts, contact your customer service representative immediately prior to cabinet installation. The door and drawer front opening and closing operation will be voided from warranty if the cabinet has been installed.

Inset cabinets must be carefully installed with proper shimming to avoid racking the cabinet out of square, which causes binding and malfunction. Cabinets must NOT be racked in any way for inset cabinetry. Cabinet doors and drawers should NOT be removed from cabinet during installation.

Vanity Wall Mounts

Because of the design characteristics of the Wall Mounted Vanity, Wellborn recommends installation strictly in accordance with the instructions in the Elegant Bath Collection Specification and Price Catalog and the Installation, Care and Warranty Guide. Failure to strictly follow the installation illustration may result in an unintended separation of the Vanity from the wall and potentially cause injury or damage to property. Any such damage to the Vanity caused by an installation not strictly adhering to the illustration in the above referenced literature is not covered by our warranty.

Drawer Boxes

Wellborn Cabinet, Inc. will send the original consumer purchaser a new Wellborn dovetailed, superior metal and deluxe metal drawer boxes to replace any defective dovetailed drawer box subject to this warranty. This warranty is for replacement only. Wellborn Cabinet, Inc. specifically does not cover drawers which have been exposed to abuse, misuse or excessive loads. To obtain replacement, remove the drawer from the cabinet and remove the drawer front and hardware from the drawer box. Mail the drawer box and \$15.00 (certified check or money order) for postage and handling to:

Wellborn Cabinet, Inc.; P.O. Box 1210; Ashland, AL 36251

How to File A Claim

Please enclose a letter explaining the defect with a copy of your proof of purchase. Give the full name and address of your dealer and original installer. Allow approximately 4-6 weeks for delivery.

All claims for defective products must be submitted in writing on the Wellborn Cabinet, Inc. Warranty Claims Form to the Wellborn Cabinet, Inc. Dealer detailing the specific problem no later than 90 days after the defect has been known. Proof of purchase (an original invoice or a dated sales receipt from a Wellborn Dealer) is required. Warranty claims must be initially made through your Wellborn Cabinet, Inc. Dealer. The Wellborn Cabinet, Inc. Dealer will present the warranty claim to Wellborn Cabinet, Inc. If you need further assistance, please contact:

Wellborn Cabinet, Inc.; Customer Service/Warranty Claims; P.O. Box 1210; Ashland, AL 36251

Upon inspection, Wellborn Cabinet, Inc., at their discretion, will either replace or repair the defective part. This warranty does not cover costs associated with shipping or transportation of replacements, removal or installation costs, loss of time, use or revenue or other incidental damages, regardless of whether the work was performed by a contractor, service company or consumer. Replacement items will be sent at a charge cost to the Dealer and submitted as a credit by a Wellborn Account Manager. This is a parts-only warranty, and excludes any charges for labor expense or product damage incurred by the installer in connection with the replacement of defective parts or portions thereof. Wellborn Cabinet, Inc. will not be responsible for any product damaged as a result of the purchaser's attempt to repair the product. Wellborn Cabinet, Inc. reserves the right to request products be returned to the factory for determination of warranty requirements before issuing credit. This warranty only covers products supplied by Wellborn Cabinet, Inc.

All woods feature natural characteristics such as grain patterns, texture, and color variations. We do not consider these defects in our product. Read the Product Awareness Statement for a detailed explanation of characteristics that are not considered to be defects of our product.

PRODUCT AWARENESS STATEMENT

The natural characteristics of wood with respect to its color, texture, finishes, grain pattern and wood movement will show distinctive features that may be perceived by some individuals to be product defects. However, these characteristics result from environmental factors beyond manufacturer's control (i.e., humidity changes) and are not considered defects on a Wellborn product and are excluded from Warranty. To gain further understanding of the characteristics of hardwoods, please review the section titled "Characteristics of Natural Wood" in our Installation, Care and Warranty Guide. The following are examples of these natural characteristics:

- All wood finishes will show a change in color of finish and wood over time, including thermofoiled and laminate doors, which may occur when exposed to sunlight, smoke, UV rays, indoor lighting, household or cleaning chemicals, or other environmental conditions. White will develop yellow tones. Some panels, such as veneer, may change at a faster rate than solid wood. Cherry wood ages noticeably faster than other wood species.
- All doors will show separation and peeling in the joints at the door corners. These characteristics are more prevalent in miter door styles than other doors. This is directly related to relative humidity and how it reacts to wood. We recommend humidity control in your home.
- Separation at the face frame or door joint lines can be visible in all stained and painted finishes. These characteristics are more prevalent in darker finishes and painted products.
- Solid wood doors manufactured of quality kiln-dried hardwood are affected by temperature and humidity and will expand or contract depending on the location installed. These conditions are inherent in all wood products and will cause a light line to appear at edges of the center panel normally when winter heating greatly reduces humidity. This can easily be touched up (use a Wellborn Touch up Kit) and is not considered a defect. Excessive humidity will cause expansion of the center panel which will result in shifting of rails and stiles of the door. This can be controlled by regulating humidity.
- End panels, due to being made of different materials, will not match the door of cabinet. This is not considered a defect and is not covered under warranty.
- Painted Medium Density Fiberboard (MDF) doors display a color variance from the painted maple face frames and mouldings used in the same finish due to the MDF substrate material. This is not considered a defect and is not covered under warranty.
- Any product that is exposed to moisture will show separation at the joints. This natural characteristic is excluded from warranty.
- Undue wetness and heat to the edges of thermofoil and laminate doors will cause delamination over time.
- Doors that are warped must be allowed to hang through one heating cycle, or 180 days, before a no-charge replacement will be considered.
- Some doors may warp slightly after being installed in a new home due to high humidity levels and in older homes due to low humidity levels. The door will usually return to its normal flat position after going through the heating cycle; however, cabinets need to be checked for proper installation and squareness. Cabinets improperly installed can be racked out of square. If cabinets are not properly installed, shimmed, or the floor is unlevel, the cabinet face frame may rack to the contour of the wall resulting in doors that appear off on a flat plane. The door will probably still be flat and not warped or racked. These problems can be greatly reduced with correct installation and humidity control.
- Variations in natural grains and finishes (especially noticeable in natural and light stain colors) are not considered defects.
- Scratches and changes in finish sheen resulting from bumps or abrasions during delivery, installation, and daily usage are not considered defects.

Even though great care and quality control standards exist in the manufacturing of these products, the above characteristics could possibly develop in your cabinetry. We recommend humidity control in your home for all products to reduce the possibility of wood movement and shrinkage.

CAUTION: During the cleaning cycle of self-cleaning appliances, we recommend that you remove the doors and drawers of all cabinets adjacent to and above the oven. The cleaning cycle generates heat that could affect the finish and surface of the cabinets. We recommend a Delamination Shield (Item Code: DS) be placed between freestanding base ovens and adjacent base cabinet during cabinet installation. Wellborn Cabinet, Inc. is not responsible for any product defect that results from not following these procedures.

General Product Information

Wood based materials must be protected against both high and low humidity extremes as well as direct moisture since the wood used in them retains its hygroscopic properties despite the fact that it has been processed.

Wellborn Cabinet, Inc. reserves the right to continuous product refinement. Specification changes in design and materials may be introduced, as conditions require, without obligation to make changes to products previously manufactured. If a claim is filed after a product becomes obsolete, Wellborn Cabinet, Inc. reserves the right to honor the warranty by replacing the discontinued product with the current product that is closest to being equivalent to the original product. This replacement product may not perfectly match the original. On all product enhancements, the old style will no longer be available as of the effective date of the change. Discontinued door styles and finishes will be available for replacement for 6 months from discontinue date; however, lead times will vary. Production will be run once per quarter. The warranty on any replacement product will extend for the balance of the original warranty.

Any wall cabinets greater than 36" wide are not recommended as stand alone cabinets without additional reinforcements above and beyond Wellborn's installation manual guidelines. We also recommend that any stand alone cabinet, regardless of width, be reinforced with angle brackets to help support the weight of accessories that is added to cabinet interior. Wellborn Cabinet Inc. meets or exceeds KCMA weight requirements. Wellborn Cabinet, Inc. will not warranty any cabinets that fall as a result of standing alone. It is the dealer's responsibility to design cabinetry that are not single displays on a wall. Dealer will be obligated to pay the cost of damages if dealer designs with single cabinets.

Door styles that have wide shaker stiles have a stronger tendency to warp.

Character Characteristics

Character maple and character cherry have very different characteristics than standard hard maple, cherry and other woods, giving it an overall distinctive rustic appearance. Because these wood types are unique, it is important to understand the qualities of character maple and character cherry.

Character Cherry

Character cherry has very different characteristics than standard cherry and other woods, giving it an overall distinctive rustic appearance. Its characteristics are brought out by randomly occurring, variously sized knots, worm holes and tracks, gum pockets and streaks, mineral stains and streaks, burls, blemishes, sapwood, and non-structural splits. The amount of character marks will vary from each piece of wood, making each cabinet unique. Character cherry will include wood color differences that can range from pink to dark brown with a flowing grain pattern. While knots in character cherry are more rare than in character maple, it is possible to find open and closed knots with some knots possibly located in the center panel of door and drawer panels. Cluster knots could also be a feature.

Character Maple

Character maple has very different characteristics than standard hard maple and other woods, giving it an overall distinctive rustic appearance. Its characteristics are brought out by randomly occurring, variously sized knots, pin holes, worm holes and tracks, gum and bark pockets, sugar tracks, heartwood and mineral streaks. The amount of character marks will vary from each piece of wood, making each cabinet unique. Character maple will include wood color differences caused by variations found in minerals in the soil. It will be common to find open knots and bark pockets. Some knots may have small holes through the center panel. Character features include knots that may be located in the center panel of the door and drawer panels.

Knots

Open knots located in the center panel of the door and drawer panels are acceptable, though they must be structurally sound. An entire knot can be as large as 2½" in diameter. Visible openings in knots clear through must not exceed ½". Cluster knots could also be a feature. Some knot locations may affect hardware placement.

Other parts of the cabinet like door stiles, rails, and mouldings will not include knots but may show Character Cherry's and Character Maple's other natural features. Door styles with wide shaker stiles and rails are the only exception to this and will have some knots located in the stiles and rails of the door.

Appearance

Door parts are chosen at random; therefore, the appearance of each individual door widely varies from a great amount of character to relatively clear Maple/Cherry. It will be uncommon to find all characteristic marks on any single piece of cabinetry. The natural characteristics of Character Maple and Character Cherry, including variations in grain patterns and color, are not considered reasons for product replacement and are not covered under the Warranty Program. We recommend viewing a door sample prior to ordering. For Character Maple and Character Cherry end panels, use Matching Wall and Base End Panels. Dark stains and paints will hide the majority of character features. Large open knots and some splits, if present, may still be partially visible. Character features are more noticeable on Natural or lighter toned finishes. Dark stain on cherry will accentuate the character in the wood.

Finishes

Paints

Many Wellborn Cabinet, Inc. products have paint applied to the face frames, doors, drawer fronts, and end panels. All thermofoil and laminate cabinets have painted face frames. Color will vary from thermofoil and laminate doors. Painted face frames and other painted products will eventually have visible cracking around the joint areas. These variations are considered the natural characteristics of the material in relation to their environment and are not covered under these warranties.

Painted Medium Density Fiberboard (MDF) doors display a color variance from the painted maple face frames used in the same finish due to the MDF substrate material. This is not considered a defect and is not covered under warranty.

Glazing

Many of Wellborn's finishes receive a glazing finish process. Wellborn applies a glaze by spraying glaze over the entire product fronts. Then hand wipe process is performed leaving glaze in the grooves and also color tone is changed on the smooth surface as well. This process purposely creates an uneven, inconsistent look of light to dark tones in the corners, deep grooves, and wood grains. This is not considered a product defect and has no warranty.

On Oak

Oak is an open grain wood and, therefore, the glaze techniques will hang up in all open grain areas of the door, which will appear as "ticking" and "bleed out". Oak can have the visual of "flecking" which is part of the natural characteristics of this species. Many finishes such as Tensile do not receive the stain well in the flecking areas. These features are acceptable with specialty finishes on oak and are not considered defects. Therefore, these features are not covered under these warranties.

On Soft Edges

Certain finishes on soft-edged door styles may show a slight line between the door panel and wood edge. This is not considered a product defect and has no warranty.

On Hickory

Hickory can have the visual of "flecking" which is part of the natural characteristics of this species. Many finishes such as Tensile do not receive the stain well in the flecking areas. This feature is acceptable with specialty finishes on hickory and is not considered defect. Therefore, this feature is not covered under these warranties.

On Bead Board

Door styles with bead board grooves retain more stain in all finishes, resulting in a darker color in the grooves. This is not considered a product defect and has no warranty.

Self-Applied Finishes

Wellborn Cabinet, Inc. makes no warranty on self-applied finishes. Any self-applied finishes to any Wellborn Cabinet, Inc. products are not covered under warranty.

46.63

Techniques

Wellborn uses certain techniques to achieve design features of cabinetry. The results of these techniques are intentional and are not considered to be defects on a Wellborn product. Wellborn Cabinet, Inc. makes no warranty on the design features created by these techniques. The following are examples of these techniques.

Burnishing

A technique where the profile edges have been brushed with a dark glaze to create an antiqued effect.

Carved Edges

A technique where small areas of the wood surface are chiseled out on door edges and corners to create a high level of worn look.

Dry Brush Glaze

A technique applying a very dark stain to imitate distressing on the surface of the wood.

Medium Dents

A physical technique of randomly striking the wood surface with a tool to create indentations that mimic the look of aged wood. Medium Dents are larger than Worm Holes and will collect a glaze in varying amounts that range from being highly visible to unnoticeable from the finish when applied.

Rasping

A physical technique using a metal rasp to run over the edges and raised details to mimic severe wear.

Rub Thru

A sanding technique used to randomly expose an undercoat of natural wood tone on corners and edges.

Small Dents

A physical technique of randomly striking the wood surface with a tool to create indentations that mimic the look of aged wood. Small Dents are larger than Worm Holes and will collect a glaze in varying amounts that range from being highly visible to unnoticeable from the finish when applied.

Spatter

A technique where a transparent color is flicked across the surface, producing inconsistent spatter on the painted surface.

Worm Holes

A physical technique of randomly placing small round holes that mimic the look of insect penetration which occurs naturally in trees and harvested wood. Worm Holes are smaller than Small Dents and will collect a glaze in varying amounts that range from being highly visible to unnoticeable from the finish when applied.

Finish Techniques

Finish Techniques will not match at cuts or corners created during installation. This variance is what creates the individual uniqueness of each cabinet and is not considered a reason for product replacement. For detailed information regarding the availability of finish techniques, see the specification catalog.

Antique

The Antique Technique is created by using various techniques which include burnishing, rub through, small dents, and worm holes. Each piece will vary in the amount of sanding and techniques applied. Due to the random placement of these techniques, every door will be unique and no two doors will be identical; therefore, the effects will vary within individual doors and throughout the entire room. These features are acceptable for the Antique Technique and are not considered defects. Therefore, these features are not covered under warranty.

Carriage

The Carriage Technique is created by using various techniques which include rub through, small dents, and worm holes. Each piece will vary in the amount of sanding and techniques applied. Due to the random placement of these techniques, every door will be unique and no two doors will be identical; therefore, the effects will vary within individual doors and throughout the entire room. These features are acceptable for the Carriage Technique and are not considered defects. Therefore, these features are not covered under warranty.

Cottage

The Cottage Technique is created by using the spatter technique. Each piece will vary in the amount of spattering. Due to the random placement of this technique, every door will be unique and no two doors will be identical; therefore, the effects will vary within individual doors and throughout the entire room. These features are acceptable for the Cottage Technique and are not considered defects. Therefore, these features are not covered under warranty.

Heirloom

The Heirloom Technique is created by using various techniques which include burnishing, small dents, and worm holes. Each piece will vary in the amount of distressing and techniques applied. Due to the random placement of these techniques, every door will be unique and no two doors will be identical; therefore, the effects will vary within individual doors and throughout the entire room. These features are acceptable for the Heirloom Technique and are not considered defects. Therefore, these features are not covered under warranty.

Olde World

The Olde World Technique is created by using various techniques which include burnishing, carved edges, dry brush glaze, rasping, rub through, small to medium dents, and worm holes. Each piece will vary in the amount of sanding and techniques applied. Due to the random placement of these techniques, every door will be unique and no two doors will be identical; therefore, the effects will vary within individual doors and throughout the entire room. These features are acceptable for the Olde World Technique and are not considered defects. Therefore, these features are not covered under warranty.

SeaSide

The SeaSide Technique is created by using various techniques which include burnishing and dry brush glaze. Each piece will vary in the amount of sanding and techniques applied. Due to the random placement of these techniques, every door will be unique and no two doors will be identical; therefore, the effects will vary within individual doors and throughout the entire room. These features are acceptable for the SeaSide Technique and are not considered defects. Therefore, these features are not covered under warranty.

Vintage

The Vintage Technique is created by using the rub through technique. Each piece will vary in the amount of sanding. Due to the random placement of this technique, every door will be unique and no two doors will be identical; therefore, the effects will vary within individual doors and throughout the entire room. These features are acceptable for the Vintage Technique and are not considered defects. Therefore, these features are not covered under warranty.

Brush Finish

The Brush Finish Technique is created by applying a glaze with a subtle hand-brush stroke to the painted opaque base color. The brush stroke overlays the paint, providing a depth to the finish not seen with standard glazing. All glazing is inconsistent, thus providing a uniqueness to each part and piece it is applied to. Due to the unique nature of the Brush Finish Technique, Wellborn Cabinet, Inc. does not guarantee that any two jobs or any two doors will look exactly alike. This variability should be explained so customers understand their room will vary in the overall color tone, the amount of wiping, patterns and the amount of hang up and coverage from a showroom display or door sample. This technique should only be selected after viewing a Sample Front Kit (SFk) in the door style, species and color the customer will be ordering. Variances in this finish process are common and will not be considered a reason for product replacement or warranty.

ColorInspire

ColorInspire is a program that allows customers to choose that just right color from thousands of choices in any of the Benjamin Moore, Sherwin Williams or Valspar color decks. ColorInspire utilizes a catalyzed conversion finish that is oven-cured, creating a tough, baked-on long lasting finish. The sheen level will be the standard low sheen level used on the current paint program. Depending on the door material chosen, some of the wood grain may show through the paint. The appearance of color is affected by natural wood variation, graining, lighting, profiles, and edge shapes. Therefore, ColorInspire samples approximate the actual paint color and will not be an exact match to the paint manufacturer's paper color deck. There will also be a slight difference between the ColorInspire sample and the cabinet order.

Unfinished Products

The Unfinished option is available for all door styles in the Premier Series and Estate Collection except MDF and thermofoil door styles. Cabinet doors, drawer fronts and face frames will be unfinished. All open cabinets, like bookcases, will have an unfinished interior. This product is sanded at the factory; however, it should be sanded prior to field applying a finish to remove any residue that may be on the surface. Unfinished cabinets lack the protection of a finish coat and are more susceptible to damage from variations in temperature and humidity and, therefore, are not covered under warranty. The Unfinished option on any cabinet voids the warranty on doors and finish.

Wellborn Cabinet, Inc. does not warranty any unfinished wood hoods once they are altered.

Decorative Laminate Veneer Material

The beauty and durability of Decorative Laminate Veneer Materials (DLV) define and enhance the beauty of your cabinetry. Utilizing thermally fused melamine panels and a protective polyester resin coating, Aspire DLV components result in a strong material. DLV products are engineered to reduce expansion and contraction. Exposure to excessive amounts of water and certain household chemicals will affect the durability and color of the finish.

General Information

It is the nature of solid wood to vary somewhat in color and grain characteristics. Sample products may not precisely reflect the natural grain and color found in Wellborn cabinets. Exposure to sunlight, smoke, household chemicals and other environmental conditions will affect the color of the finish through time. Every wood species exhibits additional characteristics with age such as darkening of grain, pinholes and sap runs. Because of these influences, finish samples should not be used to represent the product beyond 6 months for cherry and 12 months of all other materials from date of manufacture. It is the Wellborn Dealer's responsibility to keep samples and showrooms current and to make sure their showroom is reflective of Wellborn finishes and door styles. It is the Wellborn Dealer's responsibility to check that samples are marked correctly for accuracy of color and door profile before releasing for presentation.

This is the exclusive warranty of Wellborn Cabinet, Inc. and is in lieu of all other warranties. Except as set forth herein, Wellborn Cabinet, Inc. makes no other warranties, expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, with respect to the product. Furthermore, incidental or consequential damages resulting from the failure of this product are expressly excluded as remedies. Wellborn neither assumes nor authorizes any other person to assume for it any other liabilities in connection with the sale of its products except in the case of expressed warranties which may be issued in writing from time to time with respect to particular products. Except where a different expressed written warranty has been issued with respect to particular products, no warranty, expressed or implied, is intended to be provided by Wellborn to any person or persons other than the original consumer purchaser. Some states do not allow limitations on how long an implied warranty lasts or limitations or exclusions of incidental or consequential damages. Therefore, the above limitations and exclusions may not apply to you.

This warranty does not include The Home Concepts brand by Wellborn Cabinet, Inc. The Home Concepts brand by Wellborn Cabinet, Inc. possesses its own warranty.

Penalty Clause Contracts: Wellborn Cabinet, Inc. will assume no liability whatsoever in any penalty clause contracts even if it appears that we are at fault in triggering such a penalty. All liability will be borne by the Dealer who chooses to be committed.

Wellborn Dealers are responsible for reviewing all warranties and disclaimers with their consumer purchasers. Wellborn Dealer responsibilities include management of warranty claims from the consumer purchaser. Wellborn Cabinet, Inc. advises the Wellborn Dealer to require the consumer purchaser to sign the Statement of Understanding below but has no liability should the Dealer fail to do so.

Wellborn Customer/Dealer—Any individual or business that buys Wellborn products directly from Wellborn Cabinet, Inc.

Consumer Purchaser—One who purchases Wellborn products from a Wellborn Customer/Dealer.

STATEMENT OF UNDERSTANDING

Being the consumer purchaser of the cabinetry discussed by the warranty above, I understand the Product Awareness Statements and Disclaimers as called out in this document.

CONSUMER PURCHASER SIGNATURE

DATE

WELLBORN CABINET, INC. DEALER SIGNATURE

DATE



Home Concepts[™] By WELLBORN CABINET, INC.

One-Year Limited Warranty

The Home Concepts brand by Wellborn Cabinet, Inc. provides a One-Year Limited Warranty to the original consumer purchaser for one year from Home Concepts Dealer's original date of purchase on our cabinetry parts.

This warranty became effective January 1, 2017, and covers cabinets ordered on or after January 1, 2017. Cabinets ordered before January 1, 2017, are covered by the warranty in effect at time of purchase. This warranty gives you specific legal rights. You may also have other rights, which vary from state to state.

Exclusive Lifetime Limited Warranty Door Hinge & Drawer Suspension System

The Home Concepts brand by Wellborn Cabinet, Inc. also offers an Exclusive Lifetime Limited Warranty to the original consumer purchaser on our Drawer Suspension Systems and Door Hinges. This warranty is expressed by the supplier. Replacement hinges and drawer slides are subject to availability from our supplier. If a claim is filed after a product becomes obsolete, the manufacturer will replace the discontinued product with the product that is closest to being equivalent to the original. After Wellborn Cabinet, Inc.'s warranty expires, it is the consumer purchaser's responsibility to contact the manufacturer for hinge and slide replacement.

General Warranty Details

These warranties constitute the exclusive remedy against Wellborn Cabinet, Inc. for all cabinetry parts which have been proven to Wellborn Cabinet, Inc.'s satisfaction to be defective in material and/or workmanship under normal residential usage. These warranties are only valid in the United States of America. All of the above named warranties are limited to the first and original buyer, and are not transferable to subsequent owners.

Home Concepts Cabinets are certified by the Kitchen Cabinet Manufacturers Association. All warranties will be void if cabinets or cabinet parts are in any way mishandled, modified, damaged, improperly installed, improperly stored during or prior to installation, or storage situations where loading exceeds the Kitchen Cabinet Manufacturers Association testing and certification standards which are in compliance with American National Standards Institute #A161-2000. Furthermore, this warranty will not apply to cabinets or cabinet parts damaged by abuse, misuse, neglect, acts of God, exposure to moisture, water or extreme temperatures, the effects of normal wear and tear, or installed or utilized in other than normal residential applications. **Cabinets must be installed for 90 days in order to be considered for Warranty.**

Claims:

- I. Claims must initially be made through the Home Concepts Dealer.
- II. Proof of purchase is required to obtain benefits from the warranty.
- III. If your Home Concepts Dealer is no longer in business, or no longer carries the Home Concepts product line, contact Wellborn Cabinet, Inc. at the address below and we will direct you to another Home Concepts Dealer.

Wellborn Cabinet, Inc.; Customer Service/Warranty Claims; P.O. Box 1210; Ashland, AL 36251

(SEE CLAIM DETAILS ON FOLLOWING PAGES)

All warranty work must go through the Home Concepts Dealer. Wellborn Cabinet, Inc. is obligated to provide parts to the dealer. Upon inspection, Wellborn Cabinet, Inc. at their discretion, will either replace or repair the defective part. This warranty does not cover costs associated with shipping or transportation of replacements, removal or installation costs, loss of time, use or revenue or other incidental damages, regardless of whether the work was performed by a contractor, service company or consumer. Replacement parts and cabinets may not match your existing cabinetry due to changes in the finish and wood over time.

Proper care can extend the performance and beauty of your cabinetry. Our installation manual, B8758PK10, was written as a guide to the operation, maintenance and installation of our product. If you did not receive your complimentary copy of this booklet, please contact your nearest Home Concepts Dealer. Furniture polishes and waxes should not be used on Home Concepts cabinetry.

Wellborn Cabinet, Inc. provides a One Year Limited Warranty to the original consumer purchaser for one year from the Home Concepts Dealer's original date of purchase on our cabinetry parts. Home Concepts and the Select Series have a machine sanded finishing process and does not include the detailed hand sanding technique featured in the Aspire and Premier Series. Therefore, Wellborn Cabinet, Inc. does not recommend designs combining these series. Wellborn Cabinet, Inc. does not warrant finish matching between the Home Concepts or Select Series and the Premier Series, Aspire, Elegant Bath Collection or Estate Collection due to differences in wood characteristics and finishing processes. This warranty does not cover any and all claims hereunder made relating to or arising from finish matching which may exist in cabinets within designs blending or mixing different series, such as designs combining the Home Concepts or Select Series with the Premier Series, Aspire, Elegant Bath Collection or Estate Collection. We also offer an Exclusive Lifetime Limited Warranty to the original consumer purchaser on our Drawer Suspension Systems and Door Hinges. This warranty is expressed by the supplier. Replacement hinges and drawer slides are subject to availability from our supplier. If a claim is filed after a product becomes obsolete, the manufacturer will replace the discontinued product with the product that is closest to being equivalent to the original. After Wellborn's warranty expires, it is the consumer purchaser's responsibility to contact the manufacturer for hinge and slide replacements. These warranties are the exclusive remedy against Wellborn Cabinet, Inc. for all cabinetry parts which have been

proven to Wellborn Cabinet, Inc.'s satisfaction to be defective in material and/or workmanship under normal residential usage. These warranties are only valid in the United States of America. These warranties are limited to the first and original buyer, and are not transferable to subsequent owners.

How To File A Claim

All claims for defective products must be submitted in writing to the Home Concepts Dealer detailing the specific problem no later than 90 days after the defect has been known. Proof of purchase (an original invoice or a dated sales receipt from a Home Concepts Dealer) is required. Warranty Claims must be initially made through your Home Concepts Dealer. The Home Concepts Dealer will present the warranty claim to Wellborn Cabinet, Inc. If you need further assistance, please contact:
Wellborn Cabinet, Inc.; Customer Service/Warranty Claims; P.O. Box 1210; Ashland, AL 36251

Upon inspection, Wellborn Cabinet, Inc., at their discretion, will either replace or repair the defective part. This warranty does not cover costs associated with shipping or transportation of replacements, removal or installation costs, loss of time, use or revenue or other incidental damages, regardless of whether the work was performed by a contractor, service company or consumer. Replacement items will be sent at a charge cost to the Dealer and submitted as a credit by a Home Concepts Account Manager. This is a parts-only warranty, and excludes any charges for labor expense or product damage incurred by the installer in connection with the replacement of defective parts or portions thereof. Wellborn Cabinet, Inc. will not be responsible for any product damaged as a result of the purchaser's attempt to repair the product. Wellborn Cabinet, Inc. reserves the right to request products be returned to the factory for determination of warranty requirements before issuing credit. This warranty only covers products supplied by Wellborn Cabinet, Inc.

All woods feature natural characteristics such as grain patterns, texture, and color variations. We do not consider these defects in our product. Read the Product Awareness Statement for a detailed explanation of characteristics that are not considered to be defects of our product.

PRODUCT AWARENESS STATEMENT

The natural characteristics of wood with respect to its color, texture, finishes, grain pattern and wood movement will show distinctive features that may be perceived by some individuals to be product defects. However, these characteristics result from environmental factors beyond manufacturer's control (i.e., humidity changes) and are not considered defects on a Home Concepts product and are excluded from Warranty. To gain further understanding of the characteristics of hardwood, please refer to the section titled "Characteristics of Natural Wood" in our Installation, Care and Warranty Guide. The following are examples of these natural characteristics:

- All wood finishes will show a change in color of finish and wood over time, including thermofoiled and laminate doors, which may occur when exposed to sunlight, smoke, UV rays, indoor lighting, household or cleaning chemicals, or other environmental conditions. White will develop yellow tones. Some panels, such as veneer, may change at a faster rate than solid wood.
- All doors will show separation and peeling in the joints at the door corners. This is directly related to relative humidity and how it reacts to wood. We recommend humidity control in your home.
- Separation at the face frame or door joint lines can be visible in all painted and stained finishes. These characteristics are more prevalent in darker finishes and painted products.
- Solid wood doors manufactured of quality kiln-dried hardwood are affected by temperature and humidity and will expand or contract depending on the location installed. These conditions are inherent in all wood products and will cause a light line to appear at edges of the center panel normally when winter heating greatly reduces humidity. This can easily be touched up (use a Home Concepts Touchup Kit) and is not considered a defect. Excessive humidity will cause expansion of the center panel which will result in shifting of rails and stiles of the door. This can be controlled by regulating humidity.
- End panels, due to being made of different materials, will not match the door of cabinet. This is not considered a defect and is not covered under warranty.
- Painted Medium Density Fiberboard (MDF) doors display a color variance from the painted maple face frames and mouldings used in the same finish due to the MDF substrate material. This is not considered a defect and is not covered under warranty.
- Any product that is exposed to moisture will show separation at the joints. This natural characteristic is excluded from warranty.
- Undue wetness and heat to the edges of thermofoil and laminate doors will cause delamination over time.
- Doors that are warped must be allowed to hang through one heating cycle, or 180 days, before a no-charge replacement will be considered.
- Some doors may warp slightly after being installed in a new home due to high humidity levels and in older homes due to low humidity levels. The door will usually return to its normal flat position after going through the heating cycle; however, cabinets need to be checked for proper installation and squareness. Cabinets improperly installed can be racked out of square. If cabinets are not properly installed, shimmed, or the floor is unlevel, the cabinet face frame may rack to the contour of the wall resulting in doors that appear off on a flat plane. The door will probably still be flat and not warped or racked. These problems can be greatly reduced with correct installation and humidity control.
- Variations in natural grains and finishes (especially noticeable in natural and light stain colors) are not considered defects.
- Scratches and changes in finish sheen resulting from bumps or abrasions during delivery, installation, and daily usage are not considered defects.

Even though great care and quality control standards exist in the manufacturing of these products, the above characteristics could possibly develop in your cabinetry. We recommend humidity control in your home for all products to reduce the possibility of wood movement and shrinkage.

CAUTION: During the cleaning cycle of self-cleaning appliances, we recommend that you remove the doors and drawers of all cabinets adjacent to and above the oven. The cleaning cycle generates heat that could affect the finish and surface of the cabinets. We recommend a Delamination Shield (Item Code: DS) be placed between free standing base ovens and adjacent base cabinets during cabinet installation. Wellborn Cabinet, Inc. is not responsible for any product defect that results from not following these procedures.

General Product Information

Wood base materials must be protected against both high and low humidity extremes as well as direct moisture since the wood used in them retains its hygroscopic properties despite the fact that it has been processed.

General Product Information (continued)

The Home Concepts brand by Wellborn Cabinet, Inc. reserves the right to continuous product refinement. Specification changes in design and materials may be introduced, as conditions require, without obligation to make changes to products previously manufactured. If a claim is filed after a product becomes obsolete, Wellborn Cabinet, Inc. reserves the right to honor the warranty by replacing the discontinued product with the current product that is closest to being equivalent to the original product. This replacement product may not perfectly match the original. On all product enhancements, the old style will no longer be available as of the effective date of change. Discontinued door styles and finishes will be available for replacement for six months from discontinuation date; however, lead times will vary. Production will be run once per quarter. The warranty on any replacement product will extend for the balance of the original warranty.

Any wall cabinets greater than 36" wide are not recommended as stand alone cabinets without additional reinforcements above and beyond Home Concepts' installation manual guidelines. We also recommend that any stand alone cabinet, regardless of width, be reinforced with angle brackets to help support the weight of accessories that is added to cabinet interior. Wellborn Cabinet, Inc. will not warranty any cabinets that fall as a result of standing alone. If Home Concepts Dealer does not use the Home Concepts installation screws provided, dealer will be responsible for 100% cost to consumer purchaser.

Finishes

Paints

Many Wellborn Cabinet, Inc. products have paint applied to the face frames, doors, drawer fronts, and end panels. All thermofoil and laminate cabinets have painted face frames. Color will vary from thermofoil and laminate doors. Painted face frames and other painted products will eventually have visible cracking around the joint areas. These variations are considered the natural characteristics of the material in relation to their environment and are not covered under these warranties.

Painted Medium Density Fiberboard (MDF) doors display a color variance from the painted maple face frames used in the same finish due to the MDF substrate material. This is not considered a defect and is not covered under warranty.

Self-Applied Finishes

Wellborn Cabinet, Inc. makes no warranty on self-applied finishes. Any self-applied finishes to any Wellborn Cabinet, Inc. products are not covered under warranty.

General Information

It is the nature of wood to vary somewhat in color and grain characteristics. Sample products may not precisely reflect the natural grain and color found in Home Concepts cabinets. Exposure to sunlight, smoke, household chemicals and other environmental conditions will affect the color of the finish through time. Every wood species exhibits additional characteristics with age such as darkening of grain, pin holes and sap runs. Because of these influences, finish samples should not be used to represent the product beyond 12 months from date of manufacture. It is the Home Concepts Dealer's responsibility to keep samples current. It is the Home Concepts Dealer's responsibility to check that samples are marked correctly for accuracy of color and door profile before releasing for presentation.

This is the exclusive warranty of The Home Concepts brand by Wellborn Cabinet, Inc. and is in lieu of all other warranties. Except as set forth herein, Wellborn Cabinet, Inc. makes no other warranties, expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, with respect to the product. Furthermore, incidental or consequential damages resulting from the failure of this product are expressly excluded as remedies. Wellborn Cabinet, Inc. neither assumes nor authorizes any other person to assume for it any other liabilities in connection with the sale of its products except in the case of expressed warranties which may be issued in writing from time to time with respect to particular products. Except where a different expressed written warranty has been issued with respect to particular products, no warranty, expressed or implied, is intended to be provided by Wellborn Cabinet, Inc. to any person or persons other than the original consumer purchaser. Some states do not allow limitations on how long an implied warranty lasts or limitations or exclusions of incidental or consequential damages. Therefore, the above limitations and exclusions may not apply to you.

Penalty Clause Contracts: Wellborn Cabinet, Inc. will assume no liability whatsoever in any penalty clause contracts even if it appears that we are at fault in triggering such a penalty. All liability will be borne by the Dealer who chooses to be committed.

Home Concepts Dealers are responsible for reviewing all warranties and disclaimers with their consumer purchasers. Home Concepts Dealer responsibilities include management of warranty claims from the consumer purchaser. Wellborn Cabinet, Inc. advises the Home Concepts Dealer to require the consumer purchaser to sign the Statement of Understanding below, but has no liability should the Dealer fail to do so.

Home Concepts Customer/Dealer: Any individual or business that buys Home Concepts products directly from Wellborn Cabinet, Inc.

Consumer Purchaser: One who purchases Home Concepts products from a Home Concepts Customer/Dealer.

STATEMENT OF UNDERSTANDING

Being the consumer purchaser of the cabinetry discussed by the warranty above, I understand the Product Awareness Statements and Disclaimers as called out in this document.

CONSUMER PURCHASER SIGNATURE

DATE

HOME CONCEPTS DEALER SIGNATURE

DATE

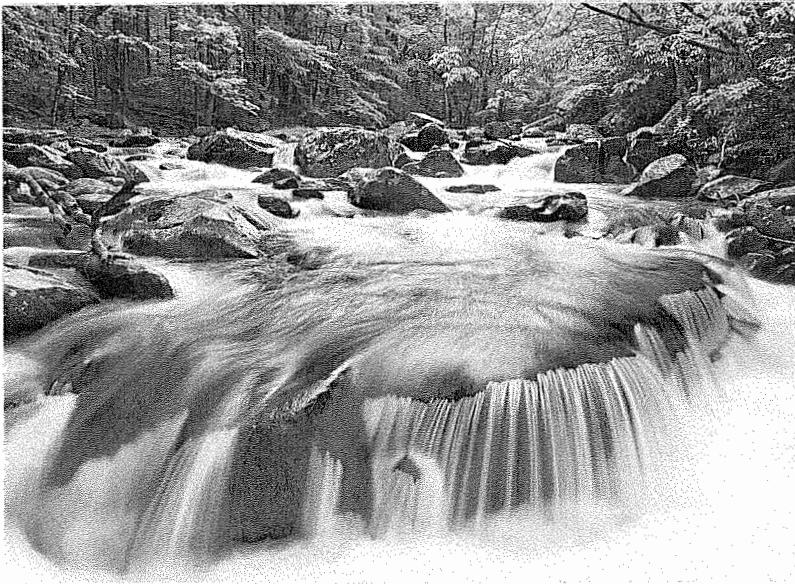
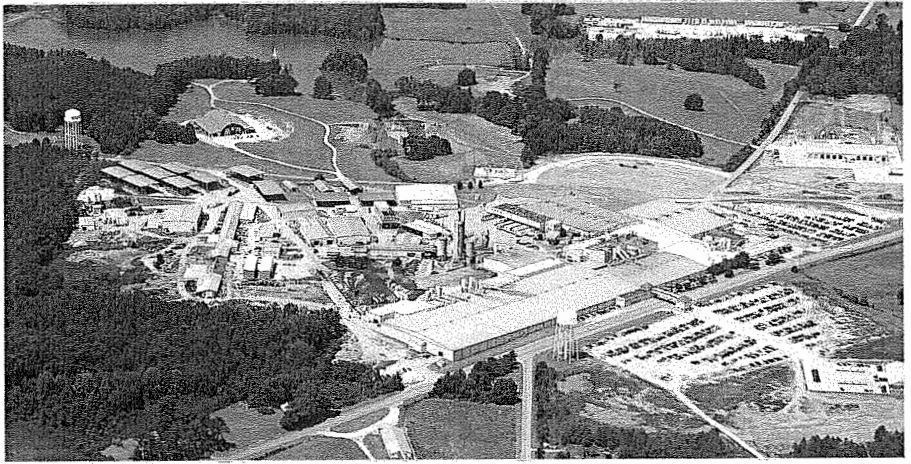
66.69

Our Vision

The Wellborn Family is committed to being the most valued provider of permanent home cabinetry designed for a lifetime of gracious living.

Who We Are

Since 1961, Wellborn Cabinet, Inc., has been manufacturing quality kitchen and bath cabinetry in Ashland, Alabama. It all began in a small cabinet shop to build cabinets for the local markets. Since that time, Wellborn has become a state of the art manufacturing facility of over 1.8 million square feet that combines some of the most advanced technology systems in the industry along with over 55 years of acquired knowledge and experience in high quality cabinetry craftsmanship.



Green Choice is About Taking Action

Environmental stewardship has been part of Wellborn's culture since its beginning. This has been proven through decades of actions, investments and practices. At Wellborn, we have recycling programs that utilize wood waste to generate power and steam and continue to lower VOC emissions through technology. We partner with our suppliers to improve their environmental programs. This is why you will find the KCMA Environmental Stewardship Program seal proudly displayed on our cabinetry. The Green Choice program ensures that you are purchasing a brand of cabinets from a company that takes conscious steps to protect and minimize the overall impact on our environment.



MADE IN THE USA



Installation instructions provided by Wellborn Cabinet, Inc., are intended to be used as a guide in the installation of our products. Wellborn Cabinet, Inc., is not responsible for the installations of individual installers. Technical assistance provided by The Hardwood Council, www.hardwoodcouncil.com.

WELLBORN
CABINET, INC.
The Essence of Cabinetry

38669 Hwy. 77 • Ashland, Alabama 36251 • (256) 354-7151 • FAX (256) 354-7022 • wellborn.com



B8758PK10
Copyright© 2003
Revised April 2017

106.70

WHIRLPOOL CORPORATION MAJOR APPLIANCE LIMITED WARRANTY

ATTACH YOUR RECEIPT HERE. PROOF OF PURCHASE IS REQUIRED TO OBTAIN WARRANTY SERVICE.

Please have the following information available when you call the Customer eXperience Center:

- Name, address and telephone number
- Model number and serial number
- A clear, detailed description of the problem
- Proof of purchase including dealer or retailer name and address

IF YOU NEED SERVICE:

1. Before contacting us to arrange service, please determine whether your product requires repair. Some questions can be addressed without service. Please take a few minutes to review the Troubleshooting or Problem Solver section of the Use and Care Guide, scan the QR code on the right to access additional resources, or visit www.whirlpool.com/product_help.
2. All warranty service is provided exclusively by our authorized Whirlpool Service Providers. In the U.S. and Canada, direct all requests for warranty service to:

Whirlpool Customer eXperience Center

In the U.S.A., call 1-800-253-1301. In Canada, call 1-800-807-6777.

If outside the 50 United States or Canada, contact your authorized Whirlpool dealer to determine whether another warranty applies.



www.whirlpool.com/product_help

ONE YEAR LIMITED WARRANTY

WHAT IS COVERED

For one year from the date of purchase, when this major appliance is installed, operated and maintained according to instructions attached to or furnished with the product, Whirlpool Corporation or Whirlpool Canada LP (hereafter "Whirlpool") will pay for Factory Specified Replacement Parts and repair labor to correct defects in materials or workmanship that existed when this major appliance was purchased, or at its sole discretion replace the product. In the event of product replacement, your appliance will be warranted for the remaining term of the original unit's warranty period.

YOUR SOLE AND EXCLUSIVE REMEDY UNDER THIS LIMITED WARRANTY SHALL BE PRODUCT REPAIR AS PROVIDED HEREIN. Service must be provided by a Whirlpool designated service company. This limited warranty is valid only in the United States or Canada and applies only when the major appliance is used in the country in which it was purchased. This limited warranty is effective from the date of original consumer purchase. Proof of original purchase date is required to obtain service under this limited warranty.

WHAT IS NOT COVERED

1. Commercial, non-residential, multiple-family use, or use inconsistent with published user, operator or installation instructions.
2. In-home instruction on how to use your product.
3. Service to correct improper product maintenance or installation, installation not in accordance with electrical or plumbing codes or correction of household electrical or plumbing (i.e. house wiring, fuses or water inlet hoses).
4. Consumable parts (i.e. light bulbs, batteries, air or water filters, preservation solutions, etc.).
5. Conversion of products from natural gas or L.P. gas.
6. Damage from accident, misuse, abuse, fire, floods, acts of God or use with products not approved by Whirlpool.
7. Repairs to parts or systems to correct product damage or defects caused by unauthorized service, alteration or modification of the appliance.
8. Cosmetic damage including scratches, dents, chips, and other damage to the appliance finishes unless such damage results from defects in materials and workmanship and is reported to Whirlpool within 30 days.
9. Discoloration, rust or oxidation of surfaces resulting from caustic or corrosive environments including but not limited to high salt concentrations, high moisture or humidity or exposure to chemicals.
10. Food or medicine loss due to product failure.
11. Pick-up or delivery. This product is intended for in-home repair.
12. Travel or transportation expenses for service in remote locations where an authorized Whirlpool servicer is not available.
13. Removal or reinstallation of inaccessible appliances or built-in fixtures (i.e. trim, decorative panels, flooring, cabinetry, islands, countertops, drywall, etc.) that interfere with servicing, removal or replacement of the product.
14. Service or parts for appliances with original model/serial numbers removed, altered or not easily determined.

The cost of repair or replacement under these excluded circumstances shall be borne by the customer.

DISCLAIMER OF IMPLIED WARRANTIES

IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO ONE YEAR OR THE SHORTEST PERIOD ALLOWED BY LAW. Some states and provinces do not allow limitations on the duration of implied warranties of merchantability or fitness, so this limitation may not apply to you. This warranty gives you specific legal rights, and you also may have other rights that vary from state to state or province to province.

DISCLAIMER OF REPRESENTATIONS OUTSIDE OF WARRANTY

Whirlpool makes no representations about the quality, durability, or need for service or repair of this major appliance other than the representations contained in this warranty. If you want a longer or more comprehensive warranty than the limited warranty that comes with this major appliance, you should ask Whirlpool or your retailer about buying an extended warranty.

LIMITATION OF REMEDIES; EXCLUSION OF INCIDENTAL AND CONSEQUENTIAL DAMAGES

YOUR SOLE AND EXCLUSIVE REMEDY UNDER THIS LIMITED WARRANTY SHALL BE PRODUCT REPAIR AS PROVIDED HEREIN. WHIRLPOOL SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. Some states and provinces do not allow the exclusion or limitation of incidental or consequential damages, so these limitations and exclusions may not apply to you. This warranty gives you specific legal rights, and you also may have other rights that vary from state to state or province to province.

LIMITED WARRANTY

INSULATED STEEL GARAGE DOORS

Subject to the terms of this Limited Warranty ("Warranty") and any warranty policies and procedures in effect at the time a notice of a claim is received, Clopay Corporation ("Clopay", "we", or "our") will repair or replace (at our sole discretion) any garage door sections/section components, hardware, or springs/spring components (collectively, "Replacement Parts") that we determine to be defective in material or workmanship so long as timely written notice is provided within the applicable limited warranty periods provided below. This Warranty shall apply and benefit only the original purchase of a Clopay garage door product ("Product") and is non-transferable.

The Warranty period begins from the date of delivery. Proof of purchase is required. Once we have verified any defect(s) with your Product through persons authorized by Clopay, we will provide – at no cost to you – Replacement Parts to the extent necessary to repair or replace any such defective sections, hardware, or springs/spring components. We reserve the right to inspect and/or verify any claimed defect, as well as the right to replace Product(s) or its components with a similar or like product or component, all within the sole discretion of Clopay. All labor costs associated with any warranty claim (including removal, reinstallation, installation, and/or finishing) will be your responsibility.

The applicable Warranty periods are as follows:

MODEL NUMBER	PAINT FINISH	SECTIONS/DELAMINATION	WINDOWS	HARDWARE/SPRINGS
GD1LU, GD1SU, GD2LU, GD2SU, GR2LU, GR2SU, GR1LU, GR1SU, GD1LP, GD1SP, GD2LP, GD2SP, GR1LP, GR1SP, GR2LP, GR2SP BD1EU, BD1NU, BD2EU, BD2NU, BR2EU, BR2NU, BR1EU, BR1NSU AR2SU, AR2LU, AR2SP, AR2LP, AR1SU, AR1LU, AR1SP, AR1LP	Single Family* – Lifetime Other** – 10 Years Color Blast® – 5 Years	5 Years	10 Years	3 Years

* Applies to residential single family installations.

** "Other" refers to all other residential installations (including installations on facilities owned in common by condominium associations or similar organizations).

ADDITIONAL INFORMATION REGARDING YOUR WARRANTY

Clopay warrants the sections of the Models listed above against the paint finish cracking, checking or peeling (i.e. losing adhesion). Failure to properly clean and maintain your door (particularly in, but not limited to, high-salt or acidic environments) or damage to the door (such as scratching), may result in surface rust, a coating that forms on the surface when exposed to moisture, which – if left untreated – may result in loss of Warranty coverage. Surface rust is not covered under this Warranty. For more information about our rust prevention system and how to care for your door visit: info.garagedoors.com/maintenance.

Window components such as frames, grilles, inserts, and clear acrylic are warranted for ten (10) years from manufacturing defects and excessive yellowing. Insulated windows are warranted for ten (10) years for material obstruction of vision resulting from film formation or dust or moisture collection between the interior surface of the insulating glass. No warranty is available for single pane glass. No warranty is available for decorative hardware.

EXCLUSIONS TO COVERAGE

This Warranty shall not extend to damages or defects caused by any of the following:

Paint or Stain Not Applied per Manufacturer Specifications after Delivery of Door	Failure to Follow All Installation Instructions	Failure to Follow Maintenance Instructions	Faulty or Defective Installation(s)
Fire	Radiation (UV or Other)	Foreign Substances	Accident or Casualty
Harmful Fumes	Vandalism	Act(s) of God	Physical Damage
Salt Spray or Exposure	Normal Wear and Tear	Chemical Action	Abrasive Materials
Operation Beyond Rated Capacity	Improper Use or Abuse	Improper Installation or Handling	Exposure to Coastal Weather Conditions
Alteration, Modification or Use of Non-OEM/ Clopay-Approved Parts or Products	Other Painted Parts Not Part of a Door Section (such as stop mold)	Normal Fading or Discoloration from Usage, Age or UV Exposure	Thermal bow as described in DASMA Technical Data Sheet 185 www.dasma.com

If you make any repair or alteration without first providing notice to and receiving authorization from us, or use any parts, accessories, or attachments other than authorized by Clopay for use in its products, you will be solely responsible for any such repairs or parts and you may void this Warranty. Routine maintenance and related items, as well as minor adjustments or damage caused by your installer either during delivery or installation, are excluded from this Warranty. For purposes of this Warranty, minor scratches will not be considered a defect.

If you would like to submit a Warranty claim, notify Clopay Customer Service promptly after discovery of the defect by sending an email to warranty@clopay.com or calling 800-225-6729. Please be prepared to send us a proof of purchase and complete description with photographs of any issues. YOU MUST REPORT ANY MANUFACTURING DEFECTS THAT ARE IMMEDIATELY OBVIOUS OR VISIBLE AT THE TIME OF INSTALLATION (SUCH AS INCORRECT OR INCONSISTENT PAINT COLOR, MANUFACTURING DEFECTS (E.G. SURFACE CONTAMINANT(S) OR SMUDGES), VISIBLE PHYSICAL DAMAGE, OR MAJOR SCRATCHES) WITHIN FORTY FIVE (45) DAYS FROM DELIVERY OR YOUR CLAIM MAY BE BARRED. Additional copies of our installation and maintenance instructions may be obtained by calling 800-225-6729 or by sending an email to warranty@clopay.com.

UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR ANY CONSEQUENTIAL OR SPECIAL DAMAGES WHICH ANY PERSON OR ENTITY MAY INCUR OR CLAIM TO INCUR AS A RESULT OF ANY DEFECT IN THE PRODUCT OR IN ANY CORRECTION OR ALTERATION THEREOF MADE OR FURNISHED BY US OR OTHERS. OUR MAXIMUM LIABILITY UNDER THIS WARRANTY SHALL BE THE PURCHASE PRICE PAID TO US WITH RESPECT TO THE GARAGE DOOR TO WHICH SUCH WARRANTY IS CLAIMED. THE LIMITATION OF LIABILITY PROVISIONS HEREIN SHALL APPLY TO ANY AND ALL CLAIMS OR SUITS BROUGHT AGAINST US, INCLUDING ANY CLAIM BASED UPON NEGLIGENCE, BREACH OF CONTRACT, BREACH OF WARRANTY, STRICT LIABILITY OR ANY OTHER THEORIES UPON WHICH LIABILITY MAY BE ASSERTED AGAINST US.

This Warranty constitutes our entire and exclusive warranty as to the Product and is the sole and exclusive remedy for product defects in material and workmanship. We do not assume (and have not authorized any other person to assume on its behalf) any other warranty or liability in connection with any product covered by this warranty. WE MAKE NO OTHER WARRANTIES, REPRESENTATIONS OR COVENANTS, EXPRESS OR IMPLIED, WITH RESPECT TO THIS PRODUCT, INCLUDING BUT NOT LIMITED TO WARRANTIES, REPRESENTATIONS OR COVENANTS AS TO WORKMANSHIP, DESIGN, CAPACITY, QUALITY, CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PURPOSE OF THE PRODUCT, EXCEPT FOR ANY "IMPLIED WARRANTY" AS THAT TERM IS DEFINED IN THE MAGNUSON-MOSS WARRANTY-FEDERAL TRADE COMMISSION IMPROVEMENT ACT, SUCH IMPLIED WARRANTIES TO BE LIMITED IN DURATION TO A PERIOD OF ONE YEAR FROM THE DATE OF PURCHASE.

This Warranty gives you specific legal rights, and you may also have other rights that vary from state to state.



To the extent of any conflict between this Warranty and any other document, this Warranty shall control. If Warranty is provided in multiple languages, the English language version shall govern.

© 2020 Clopay Corporation. All rights reserved.



WARRANTY

THE PLY GEM PROMISE: Ply Gem is a 70-year leader in pioneering performance home exteriors, with a superior warranty for exactly the home you want for decades to come.

PLY GEM® TRIM | MOULDINGS

REGISTERED 30-YEAR LIMITED TRANSFERABLE WARRANTY

We at Ply Gem are confident that you will enjoy your experience with Ply Gem Trim Board | Mouldings (the "Products") as we manufacture the Products in accordance with high standards and tight quality controls. It is important for you to know that Ply Gem supports its Products and that, as a consumer-purchaser, Ply Gem will respond to notice from you regarding any product concerns according to the terms set forth below.

WHAT DOES THIS WARRANTY COVER?

Ply Gem warrants to you, the owner of the property at the time the Products were installed, that, upon notice from you as required herein, Ply Gem will provide replacement product or refund (as provided below) to correct any rot, corrosion, splintering, delamination or excessive swelling from moisture if it is directly caused by a manufacturing defect in the Product as determined by Ply Gem and has resulted in a significant impairment in usage, provided the Products are installed according to Ply Gem specifications.

IMPORTANT – The products should only be used for the purpose for which they are intended. The Products are **NOT** designed or tested for use in load bearing or structural applications, including as a replacement for materials such as wood. Please be advised that such improper use could result in injury to the user or others, and we exclude and are not responsible for any damages arising out of such improper use.

HOW LONG DOES THE COVERAGE LAST?

If you are an individual installing the Products in a single-family home application, this limited warranty to the original consumer-purchaser of the Products will last for 30 years from the date of original purchase from an authorized Ply Gem dealer as long as you own the property. If you are not an individual (e.g. you are a corporation, condominium, cooperative housing arrangement, unincorporated association, school, church, government or public entity, etc.) or the Products are installed in a multi-family, non-owner occupied or commercial application (such as condominiums, rental properties, apartments, office buildings, schools, churches, government buildings, etc.), the warranty period to the original purchaser of the Products will be 30 years from the date of original purchase from an authorized Ply Gem dealer, prorated as outlined in the Warranty Coverage Schedule below. This limited warranty may be transferred with the property, however, upon the transfer, the warranty period will be no more than 30 years from the date of the original purchase from an authorized Ply Gem dealer, prorated in accordance with the Warranty Coverage Schedule below.

WHAT WILL WE DO?

You must notify us in accordance with the notice requirements outlined below and we must validate the complaint. Upon the notification and validation, we will undertake the following:

At our sole option, we will authorize replacement product for any of the Products we determine to be defective under the terms of this limited warranty or refund the original amount paid for the Products by the original property owner, all as prorated in accordance with the Warranty Coverage Schedule below. Under no circumstances and in no event will Ply Gem be liable for any labor charges or other expenses whatsoever in connection with the removal, repair or installation of either the original or replacement products. Ply Gem will not be liable for primer, paint or other coating applied to either the original or replacement products.

In the event we replace the Products under this limited warranty, the warranty applicable to the replacement products will extend only for the time remaining under the original warranty.

WHAT THIS WARRANTY DOES NOT COVER?

Any obligation of Ply Gem hereunder is contingent upon proper installation per manufacturer's instructions and good building practices, normal product use, maintenance and proper care. This warranty does not cover:

- any condition not directly caused by a defect in a Product as manufactured.
- any installation or defects or damage of any kind attributable to or resulting from installation, including faulty or improper installation;
- changes in surface color resulting from chalking, fading, discoloring, soiling or staining. Exposure to sunlight, the elements, weather and atmospheric conditions may cause these changes over time; the degree to which weathering occurs will vary depending on air quality, the building's location and other local conditions over which we have no control;
- normal wear or conditions caused by:
 - ✧ accidental damage;
 - ✧ settlement;
 - ✧ structural shrinkage or distortion of the property structure;
 - ✧ fire;
 - ✧ lightning, hurricane, tornado, windstorm, earthquake, hail, or other acts of God;
 - ✧ corrosive or abrasive products or harmful chemicals (including harmful cleaning compounds and pesticides);
 - ✧ fumes or vapors;
 - ✧ air pollution;
 - ✧ neglect;
 - ✧ mishandling;
 - ✧ improper care;
 - ✧ improper or harmful cleaning;
 - ✧ misuse or abuse;
 - ✧ vandalism;
 - ✧ airborne stains, mold and mildew accumulation;
 - ✧ your failure (of the failure of subsequent property owners) to provide reasonable and necessary maintenance of the Products (see "Care and Maintenance Instructions");
 - ✧ impact of foreign objects
- warping or distortion due to exposure to excessive heat sources (e.g., barbecue grills) or exposure to unusual or excessive reflective heat sources (e.g., glass reflection, roofing materials, pools, decks, blacktop, or concrete materials);
- products that have been altered, modified or subjected to unauthorized repair;
- painted surfaces or coatings applied to the Products by the original purchaser, subsequent owners or any third party. (Please note that painting Products with darker colors requires use of specific heat reflective paints as described within our installation guidelines. Concerns with the primer, paint or other coating or finish itself should be addressed directly to the manufacturer of that specific product.);
- any other cause not involving manufacturing defects;
- or any other cause or damage beyond the control of Ply Gem.

OTHER LIMITATIONS

1. This warranty covers only genuine Ply Gem Trim | Mouldings. **It is your responsibility to verify that the products installed are our Products.** It is a good idea to retain your proof of purchase in case it is needed if you submit a warranty claim.
2. Replacement products may differ in gloss and/or color from Products originally installed on the Property, and Ply Gem shall not be responsible or liable as a result of such variance.

66.74

3. We reserve the right to discontinue or change any of our products, including design and color changes, at any time and without notice or liability. If, for any reason, Products of the type originally installed are no longer available from us at the time you make a warranty claim, we may substitute another product determined by us to be of comparable quality and/or price and shall not be liable as a result of any difference.

4. There are no warranties on these Products other than as set forth in this limited warranty, and no dealer, contractor, applicator, distributor or other is authorized to change or add to this limited warranty. We are not liable to you for a breach of any other written or oral express warranties, such as those, if any, given to you by dealers, contractors, applicators, or distributors of the Products. You agree that no action or inaction of Ply Gem shall constitute a waiver.

5. THIS IS THE SOLE WARRANTY FOR PLY GEM TRIM | MOULDINGS PRODUCTS, AND ALL OTHER WARRANTIES, INCLUDING OF MERCHANTABILITY AND FITNESS FOR PURPOSE, ARE DISCLAIMED AND EXCLUDED. THIS IS YOUR EXCLUSIVE WARRANTY AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, REMEDIES OR CLAIMS, IRRESPECTIVE OF SOURCE AND PLY GEM'S NEGLIGENCE. WE EXCLUDE AND IN NO EVENT SHALL WE BE RESPONSIBLE FOR ANY LOSS OF USE, LOST PROFIT, DIMINUTION IN VALUE, CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE OR INCIDENTAL DAMAGES OF ANY KIND. UNDER NO CIRCUMSTANCE SHALL WE BE LIABLE FOR AN AMOUNT EXCEEDING THE PURCHASE PRICE OF THE AFFECTED PRODUCT. COURSE OF DEALINGS, CUSTOM AND USAGE, STATEMENTS, LABELS, ADVERTISING AND PRODUCT REPRESENTATIONS OF ANY KIND SHALL NOT EXPAND THE SCOPE OF THIS WARRANTY.

6. Where these limitations are prohibited or otherwise altered by mandatory legal provisions, the warranty shall remain effective to the full extent of the law. This warranty gives you specific legal rights and you may also have other rights which vary from state to state. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

7. Warranty coverage upon transfer is as described in detail above. Upon any transfer of the property, your obligations become the obligations of the new property owners.

HOW DO YOU SUBMIT A WARRANTY CLAIM?

You must submit your claim in writing to us within the warranty period and within thirty (30) days of product failure.

To initiate a claim, you should contact our warranty services number at 1-800-962-3563 to receive a warranty claims packet.

If you would like to submit a claim request in writing, please provide the following information: a description of the claimed product failure and the date the failure was discovered; the warranty registration number (if available); the date of original installation; proof of status as property owner, proof of purchase, date and place of purchase, and your name, address and phone number. Written claims should be sent to Ply Gem Siding Group, Warranty Claims Department, 2600 Grand Blvd., Suite 900, Kansas City, Missouri 64108 or fax your information to 816-426-8210. Ply Gem Siding Group will provide notification of any additional information and physical evidence that may be required to process your claim. When a sample is required, it must be sent at the homeowner's expense. In the event the claim is approved and the homeowner wants the sample returned, there will be a \$25 handling fee.

Ply Gem shall have no obligation whatsoever without proper notice and an opportunity to respond. Upon proper notice, Ply Gem shall be afforded the opportunity to inspect or take other action necessary to formulate a response.

ANY REPAIR OF THE PRODUCTS UNDERTAKEN WITHOUT PRIOR WRITTEN AUTHORIZATION FROM PLY GEM WILL VOID THIS WARRANTY.

WARRANTY COVERAGE SCHEDULE

NUMBER OF YEARS FROM DATE OF PURCHASE TO DATE OF CLAIM	PERCENTAGE OF PURCHASE PRICE OF ORIGINAL PRODUCTS FOUND TO BE DEFECTIVE UNDER THE TERMS OF THIS LIMITED WARRANTY FOR WHICH PLY GEM WILL BE RESPONSIBLE
0-30 YEARS SINGLE-FAMILY PROPERTY, OWNER'S OWNERSHIP OF THE PROPERTY	100%
SUBSEQUENT OWNERS AND OTHERS COVERED BY A 30-YEAR PRORATED WARRANTY	
0-5 YEARS	100%
MORE THAN 5 BUT LESS THAN 7	90%
MORE THAN 7 BUT LESS THAN 8	80%
MORE THAN 8 BUT LESS THAN 9	70%
MORE THAN 9 BUT LESS THAN 10	60%
MORE THAN 10 BUT LESS THAN 11	50%
MORE THAN 11 BUT LESS THAN 12	40%
MORE THAN 12 BUT LESS THAN 13	30%
MORE THAN 13 BUT LESS THAN 14	20%
MORE THAN 14 BUT LESS THAN 30	10%

CARE AND MAINTENANCE

Your selection of Ply Gem Trim & Mouldings to cover your most valuable investment should provide a beautiful appearance and long lasting protection. To keep your home beautiful over the years, you should implement the following procedures at least annually for the major care of your Ply Gem Trim & Mouldings products. Note: The following care and maintenance instructions apply to unpainted Products. For painted surfaces, please follow the care and maintenance directions provided by the coating manufacturer.

- General Cleaning.** Use an ordinary garden hose to give your trim and/or mouldings a light rinse working from the top down.
- Moderate Atmospheric Dirt.** We recommend at least an annual washing with clear water using a garden hose and soft-bristled brush. A long-handled car washing brush is ideal for this purpose.
- Heavy Industrial Atmospheric Dirt.** Wash in the manner indicated above, but use the following solution:
 1/3 Cup detergent (Tide®, for example)
 2/3 Cup trisodium phosphate
 1 gallon water
- Mildew Accumulation.** Mildew can collect on surfaces of all types of building products and is often evident on surfaces that have not been properly cared for and maintained. Normally, mildew will appear as black spots. Mildew can be removed by using the basic cleaning solution above with the addition of sodium hypochlorite as follows:
 1/3 Cup detergent (Tide®, for example)
 2/3 Cup trisodium phosphate
 1 quart sodium hypochlorite 5% solution (Clorox®, for example)
 3 quarts water

CAUTION: Do not exceed the recommended concentrations of cleaners; to do so can cause damage to the products' surfaces. Avoid skin and eye contact with the solution, and in all cases follow manufacturer's instructions for the use of cleaning compounds and solutions. Avoid use of abrasive-type cleaners and strong solvents. Test any cleaner on an inconspicuous area before applying to major areas. To minimize streaking always clean from the bottom to the top and follow with a rinsing of clear water. Excessive scrubbing is unnecessary, can be harmful to the products, and may cause undesirable glossy areas over the finish.

CAUTION: Do not use or mix sodium hypochlorite with other household chemicals or products containing ammonia. To do so will release hazardous gases.

Effective: December 1, 2012

66.75

PLY GEM® TRIM | MOULDINGS

REGISTERED 30-YEAR LIMITED TRANSFERABLE WARRANTY

REGISTRATION FORM

REGISTER YOUR WARRANTY ONLINE AT PLYGEMTRIM.COM, SELECT SUPPORT.

or

PRINT THIS PAGE AND MAIL TO:

Ply Gem Trim | Mouldings, Warranty Service Department, PO Box 110100, Pittsburgh, PA 15232-0600

HOMEOWNER INFORMATION

First Name: Last Name:

Address:

City: State or Province: Zip Code:

Telephone: () - Email:

CONTRACTOR (BUILDER) INFORMATION ☐ SAME AS HOMEOWNER ADDRESS

Company Name:

Address:

City: State or Province: Zip Code:

Telephone: () - Email:

PROJECT INFORMATION

Project Completion Date:

Please indicate the type of application: ☐ REMODELING ☐ NEW CONSTRUCTION ☐ ADDITION

Approximately, how old is the home?

Product Category: Describe product and quantity:

☐ TRIM BOARDS

☐ CORNERS

☐ BEADBOARD

☐ SKIRT BOARD

☐ POST WRAPS

☐ SHEET

☐ MOULDINGS

What was the total cost of the project?

Did you also install any of the following during this installation?

☐ SIDING ☐ WINDOWS ☐ ROOFING ☐ STONE VENEER ☐ GUTTERS ☐ GUTTER PROTECTION ☐ RAILING ☐ FENCING

FOR MORE INFORMATION, VISIT PLYGEMTRIM.COM OR EMAIL SUPPORT@PLYGEMTRIMINFO.COM.

PLYGEMTRIM.COM • 855 858 7238 • PLY GEM INDUSTRIES • 5020 WESTON PARKWAY, SUITE 400 • CARY, NORTH CAROLINA 27513



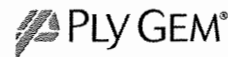
PLY GEM TRIM | MOULDINGS PRODUCTS HAVE BEEN TESTED AND APPROVED TO MEET ICC AC227.

PLY GEM RESERVES THE RIGHT TO ALTER, MODIFY OR DELETE ITEMS FROM TIME TO TIME WITHOUT NOTICE, CONTACT YOUR DISTRIBUTOR OR SALES REPRESENTATIVE FOR ACTUAL PRODUCT SAMPLES. PLY GEM, PLY GEM TRIM AND MOULDINGS, PLY GEM TRIM | MOULDINGS, BUILDREADY, DESIGNREADY, PLYPAK AND THE "REPLACING WOOD FOR GOOD" SLOGAN ARE TRADEMARKS OF PLY GEM INDUSTRIES, INC. AND/OR ITS SUBSIDIARIES. © 2016 PLY GEM TRIM AND MOULDING. ALL PRODUCTS MADE IN THE U.S.A.

6402136641102 - PLY GEM TRIM & MOULDINGS WARRANTY_REVA_APR 2016

The DesignedExterior™

SIDING WINDOWS DOORS STONE TRIM ROOFING FENCE RAILING



6402136641102

TIMBERTECH® RELIABOARD®, TWINFINISH®, AND DOCKSIDER™ DECKING WARRANTY

30-Year Limited Residential Warranty 10-Year Limited Commercial Warranty

Statement of Warranty: This warranty is given to either (1) the original purchaser or (2) the owner(s) of the property at the time of installation, if different from the original purchaser (collectively hereinafter "Purchaser"), of TimberTech® ReliaBoard, TwinFinish and DockSider alternative decking materials manufactured by The AZEK® Company LLC (hereinafter "Manufacturer") For purposes of this warranty, a "Residential Purchaser" shall refer to a single-family residential homeowner and a "Commercial Purchaser" shall refer to any Purchaser other than a single-family residential homeowner.

Except as set forth in the exclusions, limitations and restrictions set forth below, Manufacturer warrants to a Residential Purchaser that for a period of thirty (30) years (10 years for a Commercial Purchaser), the Products will, from the date of the original purchase, be free from material defects in workmanship and materials that (1) occur as a direct result of the manufacturing process, (2) occur under normal use and service, (3) occur during the warranty period and (4) result in splitting, splintering, rotting or structural damage from termites or fungal decay.

Exclusions from Warranty Coverage: Manufacturer does not warrant against and is not responsible for, and no implied warranty shall be deemed to cover, any product failure, product malfunction, or damages attributable to: (1) improper installation of the Products and/or failure to abide by the Manufacturer's installation guidelines, including but not limited to improper gapping; (2) use of the Products beyond normal use, or in an application not recommended by the Manufacturer's installation guidelines and/or local building codes; (3) movement, distortion, collapse or settling of the ground or the supporting structure on which the Products are installed; (4) any act of God (such as flooding, hurricane, earthquake, lightning, etc.), environmental condition (such as air pollution, mold, mildew, etc.), or staining from foreign substances (such as dirt, oil, etc.); (5) variations or changes in color of Products; (6) normal weathering of surfaces; (7) improper handling, storage, abuse or neglect of the Products by Purchaser, the transferee or third parties; (8) exposure to, or direct or indirect contact with extreme heat sources including reflected sunlight from low-emissivity (Low-E) glass which may damage the surface of the product and/or cause the Product to fade; (9) fabrication or remanufacturing by third parties; (10) minor dripping from DrySpace; (11) any fasteners not supplied by Manufacturer; or (12) improper application of paint or other surface chemicals not recommended by the Manufacturer in writing;

Purchaser is solely responsible for determining the effectiveness, fitness, suitability and safety of the Products in connection with their use in any particular application.

Obtaining Warranty Performance: If Purchaser discovers a defect in any of the Products covered under this Limited Warranty during the applicable warranty period, Purchaser must, within thirty (30) days from the discovery of the alleged defect, but no later than the end of the applicable warranty period, notify Manufacturer. Purchaser may notify Manufacturer of a warranty claim using TimberTech's online warranty claim form process available at <http://timbertech.com/warranty-and-care/claim-center/>. Alternatively, Purchaser may submit a warranty claim by contacting the Manufacturer in writing at the following address:

TimberTech
894 Prairie Avenue
Wilmington, Ohio 45177
Attn: Claims Department

Purchaser must include in this notification proof of purchase and a statement explaining the defect. Manufacturer may request additional information. After reviewing all information, Manufacturer will make a determination regarding the validity of such claim. If Manufacturer determines Purchaser's claim is valid, Manufacturer will, at its option, either replace the defective Products or refund the portion of the purchase price paid by Purchaser for such defective Products (not including the cost of its initial installation). Replacement material will be provided that is as close as possible in color, design and quality as the replaced material, but Manufacturer does not guarantee an exact match as colors and design may change. In the event of repair or replacement, the original warranty shall apply to the repaired or replaced portion of the Products and will extend for the balance of the warranty period in effect at the time the material proved defective.

If a Residential Purchaser makes a valid warranty claim during years eleven (11) through thirty (30) after the original purchase date, then the Residential Purchaser's recovery will be prorated as indicated below. If Manufacturer is providing replacement materials, it may elect to replace the percentage listed below of Products; if Manufacturer is refunding the purchase price, it may elect to refund the percentage listed below of the purchase price of the Products.

TIMBERTECH® RELIABOARD®, TWINFINISH®, AND DOCKSIDER™ DECKING WARRANTY

Year of Claim	Recovery
11-13	80%
14-16	60%
17-19	40%
20-22	20%
23-30	10%

This warranty shall not cover, and Manufacturer shall not be responsible for, costs and expenses incurred with respect to the removal of the defective Products or the installation of replacement materials, including but not limited to, labor and freight. The foregoing remedies are the Purchaser's SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY.

Transfer of Warranty: This warranty may be transferred one (1) time, within the five (5) year period beginning from the date of original purchase by Purchaser, to a subsequent buyer of the property upon which the Products were originally installed.

Limitations: DISCLAIMER OF WARRANTIES: EXCEPT FOR (1) THE EXPRESS WRITTEN WARRANTY CONTAINED HEREIN, MANUFACTURER MAKES NO OTHER WARRANTIES, GUARANTEES OR INDEMNITIES, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, COURSE OF DEALING, USAGE OF TRADE, CUSTOM OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY AND IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH OTHER WARRANTIES, GUARANTEES AND INDEMNITIES ARE HEREBY DISCLAIMED, OVERRIDDEN AND EXCLUDED FROM THIS TRANSACTION FOR THE WARRANTY TERM AND BEYOND THE WARRANTY TERM.

LIMITATION OF REMEDIES AND EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES: MANUFACTURER'S LIABILITIES ARE LIMITED SOLELY AND EXCLUSIVELY TO THE OBLIGATIONS SPECIFICALLY UNDERTAKEN HEREIN, AND UNDER NO CIRCUMSTANCES WILL MANUFACTURER BE LIABLE OR OBLIGATED FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR ANY OTHER DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST SALES, LOSS OF GOODWILL, USE OF MONEY, USE OF GOODS, STOPPAGE OF WORK, OR IMPAIRMENT OF ASSETS), WHETHER FORESEEABLE OR UNFORESEEABLE, ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, FRAUD, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE, EXCEPT AND ONLY TO THE EXTENT THIS LIMITATION IS SPECIFICALLY PRECLUDED BY APPLICABLE LAW OF MANDATORY APPLICATION. MANUFACTURER'S LIABILITY WITH RESPECT TO DEFECTIVE PRODUCTS SHALL IN NO EVENT EXCEED THE REPLACEMENT OF SUCH PRODUCTS OR REFUND OF THE PURCHASE PRICE, AS DESCRIBED ABOVE.

Some states and provinces do not allow the exclusion or limitation of incidental or consequential damages and/or limitations on how long an implied warranty lasts so the above exclusions and/or limitations may not apply to you. This Warranty gives you specific legal rights, and you may also have other rights that vary from state to state or province to province.

Miscellaneous: This writing is understood and intended to be the final expression of the parties' agreement and is a complete and exclusive statement of the terms and conditions with respect thereto, superseding all prior agreements or representations, oral or written, and all other communication between the parties relating to the subject matter of this warranty. This warranty may not be altered or amended except in a written instrument signed by Manufacturer and Purchaser or permitted transferee. No agent, employee or any other party is authorized to make any warranty in addition to that made herein and Manufacturer shall not be bound by any such statements other than those contained in this warranty. Manufacturer reserves the right to discontinue or modify the Products covered under this warranty at any time without notice. In the event that repair or replacement of the Products pursuant to this warranty is not possible, Manufacturer may fulfill any repair or replacement obligation under this warranty with a product of equal value. This warranty is effective for purchases of Products on or after January 1, 2019.

© 2019 The AZEK® Company LLC

BARRETTE – LIMITED WARRANTY (STEEL RAILING)

Who is covered:

- A fifteen (15) year limited warranty covers single-family residential properties only. This limited warranty extends to the original purchaser and one (1) individual transferee as specified herein.
- A ten (10) year limited warranty covers any other type of building or property including those owned by corporations, governmental agencies, partnerships, trusts, religious organizations, schools, condominiums, homeowner associations, cooperative housing arrangements and apartment buildings.
- The warranty period shall begin the date of Product purchase.

What is covered: Barrette Outdoor Living warrants that its steel railing products ("Product") will be free from defects in material and workmanship for the warranty period. Barrette Outdoor Living warrants the Product against cracking, peeling, blistering and corrosion, or abnormal discoloration/fading* under normal atmosphere and weather conditions.

**After prolonged exposure to outdoor environments, all products will experience some gradual fading over time and is considered normal (up to a standard variation determined by Delta E color measurement, not to exceed Delta 5). Degrees of fading vary depending on geographical location, air pollution, exposure and other factors.*

This limited warranty is valid beginning on the date of Product purchase. Barrette Outdoor Living will pay for reasonable documented labor charges incurred within the first two (2) years from Product purchase for the removal of defective or non-conforming product and reinstallation of new product.

What this warranty does not cover: This limited warranty does not cover damage resulting from: misuse, abuse, improper storage or handling, improper installation, other steel products and accessories that are not manufactured by Barrette Outdoor Living, or manufactured for specific use in steel railing applications; impact of foreign objects, fire, earthquake, flood, lightning, hail, hurricane, tornado, high winds or other casualty or act of God; movements, distortion, collapse or settling of ground or structure on which the railing is installed; weathering/discoloration due to UV or temperature; pollutants and chemicals including pool and ice removal chemicals; staining from foreign substances; exposure to salt water if proper care and maintenance is not adhered to. This limited warranty does not cover costs of removal or disposal of product, or reinstallation of replacement product, except as provided above.

What Barrette Outdoor Living does to remedy the problem: Should your Barrette Outdoor Living product prove defective under warranty, visit the website or call the phone number listed below. Barrette Outdoor Living requires written notice or phone call within thirty (30) days of discovering the defect and you must show original proof of purchase receipt. You will be required to provide to Barrette Outdoor Living pictures and/or samples of the defective Product. If it is determined by Barrette Outdoor Living, in its sole discretion, the Product has a manufacturer defect in material or workmanship, Barrette Outdoor Living will replace with new or equivalent products. If the Product is discontinued, Barrette Outdoor Living will replace the Product with a product in comparable quality or price range.

Barrette Outdoor Living reserves the right to discontinue or modify any of its products, including the color of its products without notice to the purchaser. Barrette Outdoor Living does not warrant that any replacement material will match or be identical to the original Product as replacement products may vary in color or gloss in comparison to the original Product as a result of normal weathering.

Transferee Coverage: Limited warranty coverage may be extended to one (1) transferee with the following limitations: the one (1) transfer shall only be from residential homeowner (original Product purchaser) to a second homeowner. The warranty is valid fifteen (15) years from the date of the original purchase.

The ten (10) year limited warranty for commercial installations cannot be transferred.

Registration: To activate this warranty, fill out the product registration form on the website listed below, or mail the completed registration card to Barrette Outdoor Living. Registration of Product must be within thirty (30) days from date of Product purchase for warranty to be valid.

Except as expressly set forth in this warranty, Barrette Outdoor Living HEREBY EXPRESSLY DISCLAIMS ANY REPRESENTATION, WARRANTY, PROMISE, GUARANTEE OR OTHER ASSURANCE OF ANY KIND, EXPRESS OR IMPLIED, ORAL OR WRITTEN, STATUTORY OR OTHERWISE, RELATING TO THE PRODUCT. STATE LAW WILL DETERMINE THE PERIOD OF TIME FOLLOWING THE SALE THAT YOU MAY SEEK A REMEDY UNDER THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

NO DISTRIBUTOR, DEALER OR OTHER PERSON IS AUTHORIZED BY BARRETTE OUTDOOR LIVING TO CHANGE THIS WARRANTY OR TO MAKE ANY ADDITIONAL REPRESENTATION, WARRANTY, PROMISE, GUARANTEE OR OTHER ASSURANCE ON BEHALF OF BARRETTE OUTDOOR LIVING RELATING TO THE PRODUCT. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY STATE TO STATE.

LIMITATION OF LIABILITY: THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND BARRETTE OUTDOOR LIVING'S ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY. BARRETTE OUTDOOR LIVING'S LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE DEFECTIVE PRODUCT, NOR SHALL BARRETTE OUTDOOR LIVING BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

THIS WARRANTY IS VALID ONLY IN THE UNITED STATES AND CANADA.

This warranty is effective for products purchased after January 1, 2017.

This warranty can also be found online at www.rcdirail.com/warranty

To register your product, visit www.rcdirail.com

In case of a warranty claim, call (877) 420-7245.

66.79

WARRANTY — GUIDE



For reference purposes only if printed or downloaded.

STANDARD 5 YEAR WARRANTY

Affordable, entry-level flooring for the budget-minded homeowner.

Standard level carpets provide cost-effective solutions for any home.

WARRANTY:

- 5 Year Quality Assurance

PERFORMANCE 10 YEAR WARRANTY

Flooring choices with performance and fashion in mind.

Performance carpets add beauty to a home while offering cleanability and ease of maintenance.

WARRANTIES:

- 10 Year Quality Assurance
- 10 Year Stain Resistance Warranty
- 10 Year Soil Resistance Warranty
- 10 Year Abrasive Wear Warranty
- 10 Year Texture Retention Warranty
- Warranties non-prorated

PINNACLE 15 YEAR WARRANTY

Bold and cutting-edge flooring for personalized style.

Pinnacle level carpets provide a wide variety of luxurious and fashionable flooring. These carpets are constructed for long-lasting quality and stain resistance.

WARRANTIES:

- 15 Year Quality Assurance
- 15 Year Stain Resistance Warranty
- 15 Year Soil Resistance Warranty
- 15 Year Abrasive Wear Warranty
- 15 Year Texture Retention Warranty
- Warranties non-prorated

PINNACLE PLUS 15 YEAR WARRANTY

Premium flooring selections designed for fashion and durability.

Pinnacle Plus carpets offer enhanced stain resistance—even against bleach, pet stains, and grease. These high-performance carpets are backed by LifeGuard® Spill-proof Backing™ for the ultimate waterproof protection.

WARRANTIES:

- 15 Year Quality Assurance
- 15 Year Stain Resistance Plus Warranty
- 15 Year Soil Resistance Warranty
- 15 Year Abrasive Wear Warranty
- 15 Year Texture Retention Warranty
- 15 Year Limited Waterproof Warranty
- Warranties non-prorated

WE'VE GOT
YOU COVERED.

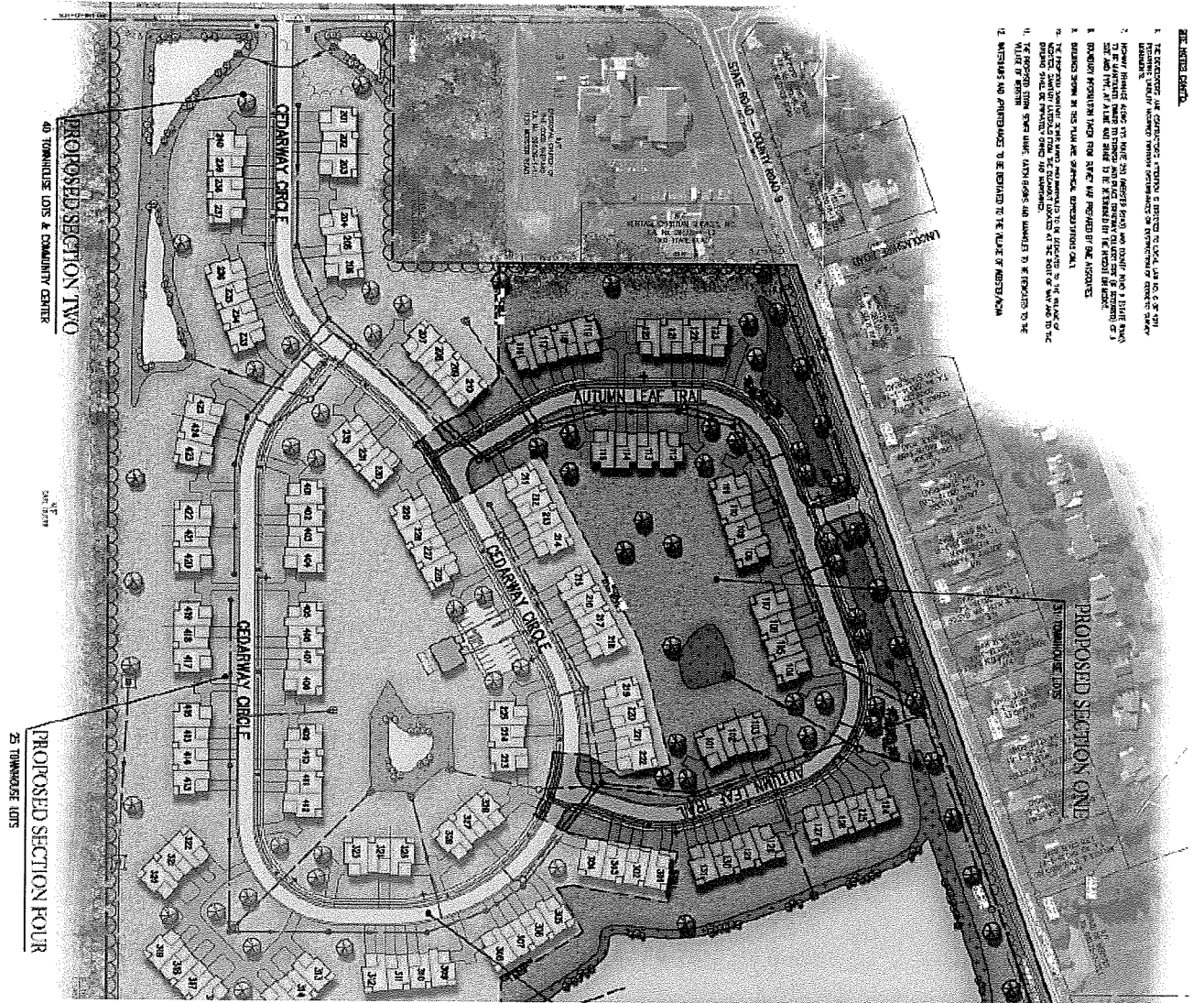


LET US HELP

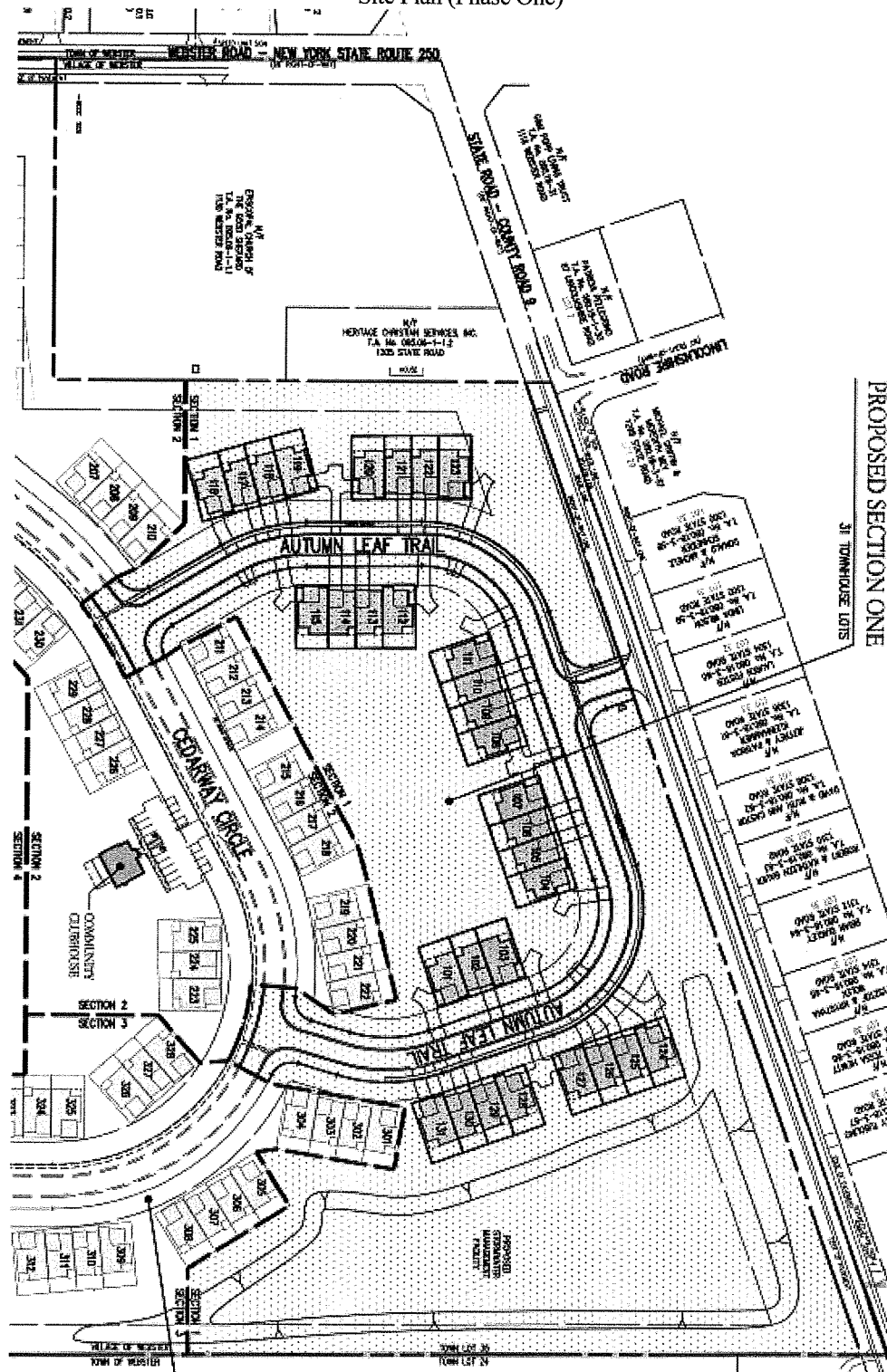
The Shaw Information Center provides information about proper installation and maintenance of your Shaw Builder Flooring Carpet. If you need additional information, call the Shaw Information Center at 1-800-445-2122.

Shaw Built-In Flooring | P.O. Box 2122
Tulsa, OK 74121 | shawbuiltinflooring.com

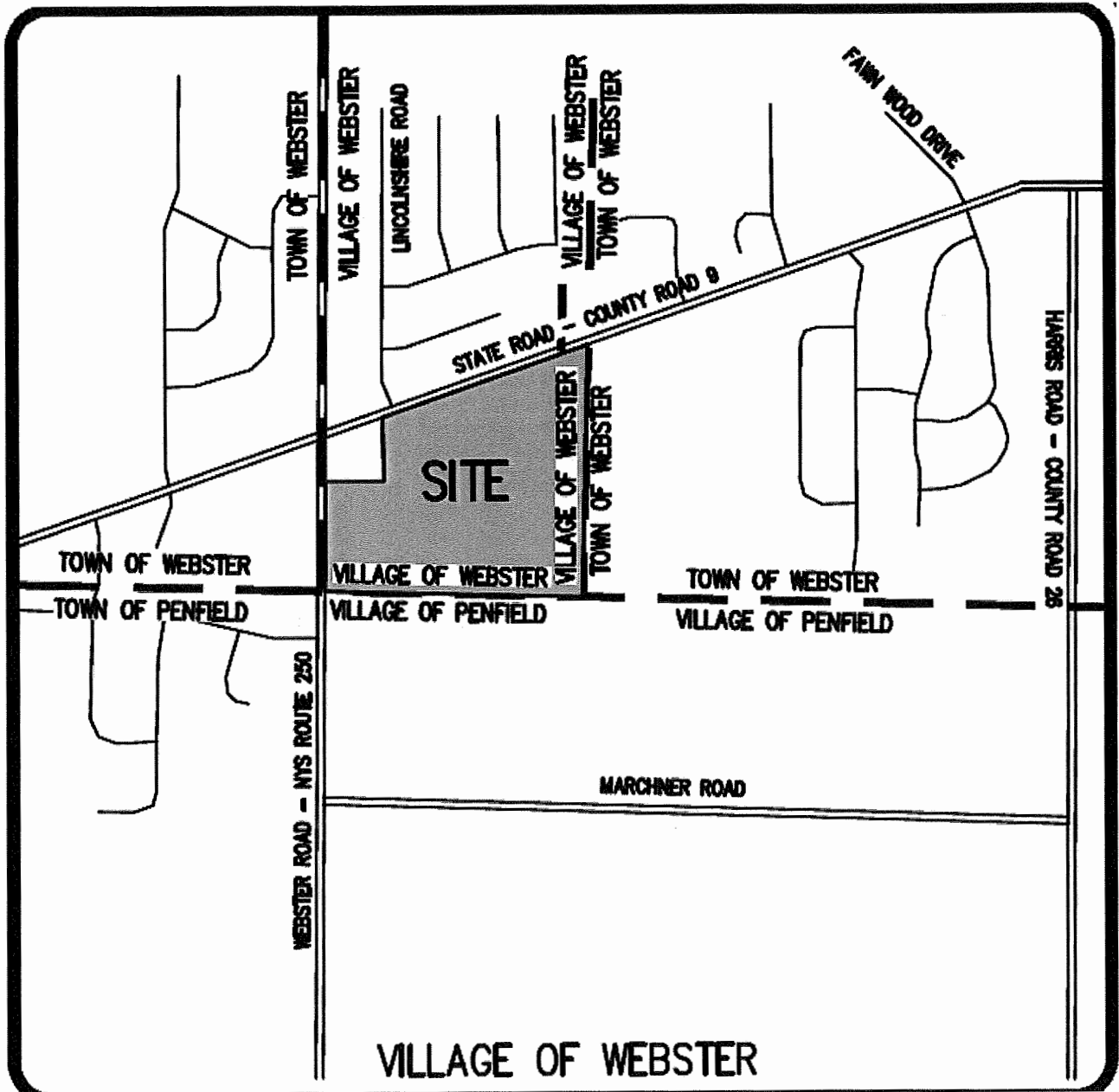
Site Plan (Overall)



Site Plan (Phase One)



Location Map



NEW YORK CONSOLIDATED LAW SERVICE
Copyright (c) 2003 Matthew Bender & Company, Inc.,
one of the LEXIS Publishing (TM) companies
All rights reserved

*** THIS SECTION IS CURRENT THROUGH CH. 45, 04/28/2003 ***
*** WITH THE EXCEPTION OF CHS. 1-3 ***

GENERAL BUSINESS LAW
ARTICLE 36-B. WARRANTIES ON SALES OF NEW HOMES
NY CLS Gen Bus § 777 (2003)

§ 777. Definitions

As used in this article, the following terms shall have the following meanings:

1. "Builder" means any person, corporation, partnership or other entity contracting with an owner for the construction or sale of a new home.

2. "Building code" means the uniform fire prevention and building code promulgated under section three hundred seventy-seven of the executive law, local building code standards approved by the uniform fire prevention and building code council under section three hundred seventy-nine of the executive law, and the building code of the city of New York, as defined in title twenty-seven of the administrative code of the city of New York.

3. "Constructed in a skillful manner" means that workmanship and materials meet or exceed the specific standards of the applicable building code. When the applicable building code does not provide a relevant specific standard, such term means that workmanship and materials meet or exceed the standards of locally accepted building practices.

4. "Material defect" means actual physical damage to the following load-bearing portions of the home caused by failure of such 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.

5. "New home" or "home" means any single family house or for-sale unit in a multi-unit residential structure of five stories or less in which title to the individual units is transferred to owners under a condominium or cooperative regime. Such terms do not include dwellings constructed solely for lease, mobile homes as defined in section seven hundred twenty-one of this chapter, or any house or unit in which the builder has resided or leased continuously for three years or more following the date of completion of construction, as evidenced by a certificate of occupancy.

6. "Owner" means the first person to whom the home is sold and, during the unexpired portion of the warranty period, each successor in title to the home and any mortgagee in possession. Owner does not include the builder of the home or any firm under common control of the builder.

7. "Plumbing, electrical, heating, cooling and ventilation systems" shall mean:

a. in the case of plumbing systems: 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;

b. in the case of electrical systems: all wiring, electrical boxes, switches, outlets and connections up to the public utility connection; and

c. in the case of heating, cooling and ventilation systems: all duct work, steam, water and refrigerant lines, registers, convectors, radiation elements and dampers.

8. "Warranty date" means the date of the passing of title to the first owner for occupancy by such owner or such owner's family as a residence, or the date of first occupancy of the home as a residence, whichever first occurs.

§ 777-a. Housing merchant implied warranty

1. Notwithstanding the provisions of section two hundred fifty-one of the real property law, a housing merchant implied warranty is implied in the contract or agreement for the sale of a new home and shall survive the passing of title. A housing merchant implied warranty shall mean that:

a. one year from and after the warranty date the home will be free from defects due to a failure to have been constructed in a skillful manner;

b. two years from and after the warranty date the plumbing, electrical, heating, cooling and ventilation systems of the home will be free from defects due to a failure by the builder to have installed such systems in a skillful manner; and

c. six years from and after the warranty date the home will be free from material defects.

2. Unless the contract or agreement by its terms clearly evidences a different intention of the seller, a housing merchant implied warranty does not extend to:

a. any defect that does not constitute (i) defective workmanship by the builder or by an agent, employee or subcontractor of the builder, (ii) defective materials supplied by the builder or by an agent, employee or subcontractor of the builder, or (iii) defective design provided by a design professional retained exclusively by the builder; or

b. any patent defect which an examination ought in the circumstances to have revealed, when the buyer before taking title or accepting construction as complete has examined the home as fully as the buyer desired, or has refused to examine the home.

3. In the case of goods sold incidentally with or included in the sale of the new home, such as stoves, refrigerators, freezers, room air conditioners, dishwashers, clothes washers and dryers, a housing merchant implied warranty shall mean that such goods shall be free from defects due to failure by the builder or any agent, employee or subcontractor of the builder to have installed such systems in a skillful manner. Merchantability, fitness and all other implied warranties with respect to goods shall be governed by part three of article two of the uniform commercial code and other applicable statutes.

4. a. Written notice of a warranty claim for breach of a housing merchant implied warranty must be received by the builder prior to the commencement of any action under paragraph b of this subdivision and no later than thirty days after the expiration of the applicable warranty period, as described in subdivision one of this section. The owner and occupant of the home shall afford the builder reasonable opportunity to inspect, test and repair the portion of the home to which the warranty claim relates.

b. An action for damages or other relief caused by the breach of a housing merchant implied warranty may be commenced prior to the expiration of one year after the applicable warranty period, as described in subdivision one of this section, or within four years after the warranty date, whichever is later. In addition to the foregoing, if the builder makes repairs in response to a warranty claim under paragraph a of this subdivision, an action with respect to such claim may be commenced within one year after the last date on which such repairs are performed. The measure of damages shall be the reasonable cost of repair or replacement and property damage to the home proximately caused by the breach of warranty, not to exceed the replacement cost of the home exclusive of the value of the land, unless the court finds that, under the circumstances, the diminution in value of the home caused by the defect is a more equitable measure of damages.

c. In addition to any other period for the commencement of an action permitted by law, an action for contribution or indemnification may be commenced at any time prior to the expiration of one year after the entry of judgment in an action for damages under paragraph b of this subdivision.

5. Except as otherwise provided in section seven hundred seventy-seven-b of this article, any provision of a contract or agreement for the sale of a new home which excludes or modifies a housing merchant implied warranty shall be void as contrary to public policy.

6. Except as otherwise provided in section seven hundred seventy-seven-b of this article, other implied warranties may arise from the terms of the contract or agreement or from course of dealing or usage of trade.

§ 777-b. Exclusion or modification of warranties

1. Except in the case of a housing merchant implied warranty, the builder or seller of a new home may exclude or modify all warranties by any clear and conspicuous terms contained in the written contract or agreement of sale which call the buyer's attention to the exclusion or modification of warranties and make the exclusion or modification plain.

2. Except in the case of a housing merchant implied warranty, the builder or seller of a new home may exclude or modify warranties with respect to particular defects by any clear and conspicuous terms contained in the written contract or agreement of sale which identify such defects, call the buyer's attention to the exclusion or modification of warranties and make the exclusion or modification plain.

3. A housing merchant implied warranty may be excluded or modified by the builder or seller of a new home only if the buyer is offered a limited warranty in accordance with the provisions of this subdivision.

a. A copy of the express terms of the limited warranty shall be provided in writing to the buyer for examination prior to the time of the buyer's execution of the contract or agreement to purchase the home.

b. A copy of the express terms of the limited warranty shall be included in, or annexed to and incorporated in, the contract or agreement.

c. The language of the contract or agreement for sale of the home must conspicuously mention the housing merchant implied warranty and provide that the limited warranty excludes or modifies the implied warranty. Language to exclude all implied warranties is sufficient if it states, for example, that "There are no warranties which extend beyond the face hereof."

d. The limited warranty shall meet or exceed the standards provided in subdivisions four and five of this section.

4. A limited warranty sufficient to exclude or modify a housing merchant implied warranty must be written in plain English and must clearly disclose:

a. that the warranty is a limited warranty which limits implied warranties on the sale of the home; the words "limited warranty" must be clearly and conspicuously captioned at the beginning of the warranty document;

b. the identification of the names and addresses of all warrantors;

c. the identification of the party or parties to whom the warranty is extended and whether it is extended to subsequent owners; the limited warranty must be extended to the first owner of the home and survive the passing of title but may exclude any or all subsequent owners;

d. a statement of the products or parts covered by the limited warranty;

e. the clear and conspicuous identification of any parts or portions of the home or premises that are excepted or excluded from warranty coverage, and the standards that will be used to determine whether a defect has occurred; provided, however, that:

i. any exception, exclusion or standard which does not meet or exceed a relevant specific standard of the applicable building code, or in the absence of such relevant specific standard a locally accepted building practice, shall be void as contrary to public policy and shall be deemed to establish the applicable building code standard or locally accepted building practice as the warranty standard; and

ii. any exception, exclusion or standard that fails to ensure that the home is habitable, by permitting conditions to exist which render the home unsafe, shall be void as contrary to public policy.

f. what the builder and any other warrantor will do when a defect covered by the warranty does arise, and the time within which the builder and any other warrantor will act;

g. the term of the warranty coverage and when the term begins, provided, however, that such term shall be equal to or exceed the warranty periods of a

housing merchant implied warranty, as defined in subdivision one of section seven hundred seventy-seven-a of this article;

h. step-by-step claims procedures required to be undertaken by the owner, if any, including directions for notification of the builder and any other warrantor; an owner shall not be required to submit to binding arbitration or to pay any fee or charge for participation in nonbinding arbitration or any mediation process;

i. any limitations on or exclusions of consequential or incidental damages, and any limitations on the builder's and other warrantor's total liability, conspicuously expressed on the first page of the warranty. Notwithstanding the foregoing, a limited warranty shall not be construed to permit any limitation on or exclusion of property damage to the home proximately caused by a breach of the limited warranty, where the court finds that such limitation or exclusion would cause the limited warranty to fail of its essential purpose, except that such property damage may be limited by an express limitation on the builder's or other warrantor's total liability in accordance with the provisions of this paragraph.

5. a. This article shall not be construed to authorize or validate any covenant, promise, agreement or understanding which is void and unenforceable under section 5-322.1 of the general obligations law.

b. This article shall preempt any local law inconsistent with the provisions of this article. This article shall not preempt any builder subject to its provisions from complying with any local law with respect to the regulation of home builders except as expressly provided herein.

c. Nothing in this article shall be construed to repeal, invalidate, supersede or restrict any right, liability or remedy provided by any other statute of the state, except where such construction would, as a matter of law, be unreasonable.

DECLARATION

establishing

GREENBRIAR CROSSING ASSOCIATION, INC.

PRIDE MARK HOMES, INC.

1501 Pittsford Victor Road
Victor, New York 15464

SPONSOR

_____, 2021

DATED

WOODS OVIATT GILMAN LLP

1900 Bausch & Lomb Place
Rochester, New York 14604

ATTORNEYS FOR THE SPONSOR

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS,
RESTRICTIONS, EASEMENTS, CHARGES AND LIENS

TABLE OF CONTENTS

ARTICLE I	DEFINITIONS
ARTICLE II	PROPERTY SUBJECT TO THIS DECLARATION
ARTICLE III	THE ASSOCIATION STRUCTURE, MEMBERSHIP, VOTING RIGHTS AND DIRECTORS
ARTICLE IV	PROPERTY RIGHTS AND EASEMENTS
ARTICLE V	ASSESSMENTS
ARTICLE VI	MAINTENANCE BY THE ASSOCIATION
ARTICLE VII	ARCHITECTURAL CONTROLS
ARTICLE VIII	ENCROACHMENTS
ARTICLE IX	INSURANCE AND RECONSTRUCTION
ARTICLE X	GENERAL COVENANTS AND RESTRICTIONS
ARTICLE XI	ENFORCEMENT, AMENDMENT AND DURATION OF DECLARATION
ARTICLE XII	GENERAL

**DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS,
RESTRICTIONS, EASEMENTS, CHARGES AND LIENS**

THIS DECLARATION, made this ____ day of _____, 2021, by Pride Mark Homes, Inc., a New York corporation, which has offices at 1501 Pittsford Victor Road, Victor, New York, being hereinafter referred to as the "Sponsor".

WHEREAS, the Sponsor is the owner of the real property described in Article II of this Declaration, being Greenbriar Crossing Subdivision, as the same is shown on a map of said subdivision recorded in the Monroe County Clerk's Office in Liber ____ of Maps, at page ____, which the Sponsor desires to develop as a residential community with open spaces and other common facilities for the benefit of said community, and

WHEREAS, the Sponsor desires to provide for the preservation of the values and amenities in said community and for the maintenance of said open spaces and other common facilities, and, to this end, desires to subject the real property described above to the covenants, conditions, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof, and

WHEREAS, the Sponsor desires that certain portions of said real property be subdivided into lots upon which are or will be constructed residential dwelling units, which lots and units will be individually owned and the Sponsor desires that such open spaces and other common facilities shall remain available for the benefit of all members of the community, and

WHEREAS, the Sponsor has deemed it desirable, for the efficient preservation of the values and amenities in said community to create an Association to which should be delegated and assigned the powers of maintaining and administering the community property and facilities, and administering and enforcing the covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter created, and

WHEREAS, the Sponsor has incorporated the Greenbriar Crossing Association, Inc. under the Not-for-Profit Corporation Laws of the State of New York for the purpose of exercising the aforesaid functions.

NOW THEREFORE, the Sponsor, for itself, its successors and assigns, declares the real property described in Section 2.01 hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens (sometimes referred to as "covenants, conditions and restrictions") hereinafter set forth.

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. The following words, phrases or terms when used in this Declaration or in any Supplemental Declaration shall, unless the context otherwise prohibits, have the following meanings:

- A. "ASSOCIATION" shall mean and refer to the GREENBRIAR CROSSING ASSOCIATION, INC.
- B. "ASSOCIATION PROPERTY" shall mean and refer to all land, improvements and other properties heretofore or hereafter owned by or in possession of the Association.
- C. "DECLARATION" shall mean and refer to this document of Protective Covenants, Conditions, Restrictions, Easements, Charges and Liens as it may from time to time be supplemented, extended or amended in the manner provided for herein.
- D. "LOT" shall mean and refer to any portion of the property (with the exception of Association Property as heretofore defined) under the scope of this Declaration and (i) identified as a separate parcel on the tax records of the Village of Webster or (ii) shown as a separate lot upon any recorded or filed subdivision map.
- E. "MEMBER" shall mean and refer to each holder of a membership interest in the Association, as such interests are set forth in Article III.
- F. "OWNER" shall mean and refer to the holder of record title, whether one (1) or more persons or entities, of the fee interest in any Lot or Townhome, whether or not such holder actually resides in such Townhome or on such Lot.
- G. "PROPERTY" shall mean and refer to all properties as are subject to this Declaration.
- H. "SPONSOR" shall mean and refer to Pride Mark Homes, Inc.
- I. "TOWNHOME" shall mean and refer to each completed dwelling, as evidenced by issuance of a Certificate of Occupancy by the Village of Webster, including garage, situated upon the Property or any such structure or improvement on the Property which is intended to be occupied as a residence or in conjunction with a residence.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

Section 2.01. Property. The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the Village of Webster, County of Monroe and State of New York, and is more particularly described in Schedule A attached hereto and incorporated by reference herein, all of which property shall be hereinafter referred to as "Property".

Section 2.02. Mergers. Upon a merger or consolidation of this Association with another association as provided in its Certificate of Incorporation or By-Laws, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of this Association as a surviving

corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Property together with the covenants, conditions and restrictions established upon any other properties. Any such merger or consolidation, however, may not result in the revocation, change or addition to the covenants established by this Declaration within the Property except as hereinafter provided.

Section 2.03. Additional Property. The Sponsor shall have the right but not the duty or obligation to incorporate and bring into and within the scheme of this Declaration additional lands by amending this Declaration. The amendment shall contain such terms and conditions reflecting the uniqueness of the additional lands and its improvements.

ARTICLE III THE ASSOCIATION STRUCTURE, MEMBERSHIP, VOTING RIGHTS AND DIRECTORS

Section 3.01. Formation of the Association. Pursuant to the Not-for-Profit Corporation Law of New York, the Sponsor has formed the Association, to own, operate, and maintain the Association Property, enforce the covenants, conditions and restrictions set forth in this Declaration and to have such other specific rights, obligations, duties and functions as are set forth in this Declaration and in the Certificate of Incorporation and By-Laws of the Association, and as they may be amended from time to time. Subject to the additional limitations provided in this Declaration, the Certificate of Incorporation and the By-Laws, the Association shall have all the powers and be subject to the limitations of a Not-for-Profit Corporation as contained in the Not-for-Profit Corporation Law of New York as it may be amended from time to time.

Section 3.02. Membership. The Association shall have as Members only Owners and the Sponsor. All Owners, upon becoming such, shall be deemed automatically to have become Members and there shall be no other qualification for Membership. Membership shall be appurtenant to, and shall not be separated from the ownership of any of the interests described in the definitions of the words "Owner" and "Sponsor" as found in Article I of this Declaration.

Section 3.03. Voting. There shall be two (2) classes of Membership. All Owners, with the exception of the Sponsor, shall be Class A Members. The Sponsor shall be a Class B Member. Until all Lots owned by Sponsor, including Lots which may be incorporated by amendment hereto, are transferred, or until 15 years following the recording of the Declaration, whichever shall first occur, the Class B Membership shall be the only Class of Membership entitled to vote. Thereafter, the Sponsor's Class B Membership shall be converted into a Class A Membership, and all Members shall vote equally, i.e., one (1) Member one (1) vote, regardless of the number of Lots owned.

Section 3.04. Interest in More Than One Lot. If any person or entity owns or holds more than one (1) Lot, such Member shall be entitled to not more than one (1) vote.

Section 3.05. Lots Owned or Held by More Than One Person or by Entity. When any Lot is owned or held by more than one (1) person as tenants by the entirety, in joint or common ownership or interest such Owners shall collectively be entitled to only that number of votes prescribed herein for such Lot and if such Owners cannot jointly agree as to how that vote should be cast, no vote shall be allowed with respect to such Lot.

In the case of an entity Owner, votes may be cast by an appropriate member, partner, or officer of such entity.

Section 3.06. Holder of Security Interest Not a Member. Any person or entity which holds an interest in a Lot only as security for the performance of an obligation shall not be a Member.

Section 3.07. Assigning Right to Vote. The Sponsor may assign its membership in the Association to any person, corporation, association, trust or other entity, and such assignee, and any future assignee of such membership, may take successive like assignments. All such assignments shall be subject to the provisions of the Offering Plan pursuant to which the Sponsor has offered interests in the Association, including any duly filed amendments thereof.

Any other Owner shall be entitled to assign his right to vote, by power of attorney, by proxy or otherwise, provided that such assignment is made pursuant to the By-Laws of the Association. The By-Laws may require that the assignment specify the meeting or issue to which the assignment applies.

Section 3.08. Meeting and Voting Regulations. The Board of Directors of the Association may make such regulations, consistent with the terms of this Declaration, the Certificate of Incorporation and By-Laws of the Association and the Not-for-Profit Corporation Law of New York as it may deem advisable for any meeting of its Members, in regard to proof of membership in the Association, evidence of right to vote, the appointment and duties of inspectors of votes, registration of Members for voting purposes, the establishment of representative voting procedures and such other matters concerning the conduct of meetings and voting as it shall deem appropriate.

Section 3.09. Selection of Directors. The nomination and election of Directors and the filling of vacancies on the Board of Directors shall be governed by the By-Laws of the Association.

Section 3.10. Powers and Duties of Directors. The powers and duties of the Board of Directors shall be as set forth in the By-Laws of the Association.

Section 3.11. Indemnification of Officers and Directors. Every director and officer of the Association shall be, and is hereby, indemnified by the Association against all expenses and liabilities, including fees of counsel, reasonably incurred by or imposed upon such director or officer in connection with any proceeding to which such officer or director may be a party, or in which such officer or director may become involved, by reason of being or having been a director or officer of the Association, or any settlement thereof, whether or not such person is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of duties; provided, that in the event of a settlement, the indemnification herein shall apply only when the Board of Directors approves such settlement as being in the best interests of the Association. The foregoing right of indemnification shall be in addition to, and shall not be exclusive of, all rights to which each director or officer may otherwise be entitled.

Section 3.12. Sponsor's Written Consent Necessary for Certain Actions Taken by Board of Directors. Notwithstanding anything to the contrary contained in this Declaration, until the Sponsor, or its designee, no longer owns a Lot then subject to this Declaration, the Board of Directors may not, without the Sponsor's written consent, which consent will not be unreasonably withheld, (i) make any addition, alteration, or improvement to the Property of the Association costing more than 20% of the then current annual budget, (ii) assess any amount for the creation of, addition to or replacement of all or part of a reserve, contingency or surplus fund in excess of an amount equal to 150% of the proportion of the then existing budget which the amount of reserves in the initial budget of estimated expenses for the Association bears to the total amount of such initial budget of estimated expenses, or (iii) hire any employee in addition to the employees, if any, provided for in the initial budget or (iv) enter into any service or maintenance contract for work not covered by contracts in existence on the date of the first closing of title to a Lot, or (v) reduce the quantity or quality of services or maintenance of the Association Property.

During Sponsor control, the Sponsor will not exercise veto power over the expenses in the Projected Schedule of Receipts and Expenses, nor over expenses required to (1) comply with applicable law or regulation; (2) remedy and notice of violation; (3) remedy any work order issued by an insurer; or (4) ensure the health and safety of the occupants of the building, provided such maintenance action is otherwise the obligation of the Association.

Until the Sponsor, or its designee, no longer owns a Lot then subject to this Declaration, this Section of the Declaration or any other section of the Declaration shall not be amended without the prior written consent of the Sponsor.

ARTICLE IV
PROPERTY RIGHTS AND EASEMENTS

Section 4.01. Dedication of Association Property. The Sponsor intends to convey to the Association, subsequent to the recordation of this Declaration, and subject to the provisions of this Declaration, certain tracts of land within the Property for the use and enjoyment of the Members, which land shall hereinafter be referred to as "Association Property". The Association shall accept any such conveyance made by the Sponsor provided such conveyance is made without consideration.

Section 4.02. Right and Easement of Enjoyment in Association Property. Every Member (and such Member's guests, licensees, tenants and invitees) shall have a right and easement of enjoyment in and to all Association Property, subject, however, to the rights of the Association, the Sponsor, and the Lot Owners as set forth herein. Such easements shall be appurtenant to, and shall pass with, the interests of an Owner.

Every Member (and such Member's guests, licensees, tenants and invitees) also shall have an easement for ingress and egress by vehicle or on foot over Association Property and the common utility and conduit easements described in Section 4.06 hereof. These easements will be subject to the rights of the Association as set forth in Section 4.03 herein.

Section 4.03. Rights of Association. With respect to the Association Property, and/or Property, and in accordance with the Certificate of Incorporation and By-Laws of the Association, the Association shall have the right:

- (a) to promulgate rules and regulations relating to the use, operation and maintenance of the Association Property for the safety and convenience of the users thereof or to enhance the preservation of the facilities or which, in the discretion of the Association, shall serve to promote the best interests of the Members;
- (b) to grant easements or rights of way to any public or private utility corporation, governmental agency or political subdivision with or without consideration;
- (c) to dedicate or transfer all or any part of the land which it owns for such purposes and subject to such conditions as may be agreed to by the Association and the transferee. Such a conveyance shall require the consent of two-thirds (2/3) of the total votes of all Members who shall vote upon written ballot which shall be sent to every Owner not less than 30 days nor more than 60 days in advance of the canvass thereof. No such conveyance shall be made if lending institutions which together are first mortgagees on 33 1/3% or more of the Lots advise the Association in writing, prior to the date set for voting on the proposed conveyance, that they disapprove such conveyance, which disapproval must not be unreasonable. Written notice of any proposed conveyance shall be sent to all lending institution first mortgagees, whose names appear on the books or records of the Association, not less than 30 days nor more than 60 days prior to the date set for voting on the proposed conveyance;
- (d) to enter into agreements, reciprocal or otherwise, with other Homeowners' and residents' associations, condominiums and cooperatives for the use of or sharing of facilities. Such agreements shall require the consent of two-thirds (2/3) of the total votes of all Members voting upon written ballot which shall be sent to every Member not less than ten (10) days nor more than 60 days in advance of the vote on the proposed agreement;
- (e) to use electricity for *incidental* maintenance of Association Property without charge;
- (f) Lot Owners have the responsibility for watering their lawns as weather dictates.

Section 4.04. Rights of Sponsor. With respect to Association Property, the Sponsor shall have the right until the improvement, marketing and sale of all Lots is completed:

- (a) to grant and reserve easements and rights of way for the installation, maintenance, repair, replacement and inspection of utility lines, wires, pipes and conduits, including, but not limited to, water, gas, electric, telephone, cable television and sewer to service the Property;
- (b) to connect with and make use of utility lines, wires, pipes, conduits and related facilities located on the Association Property for the benefit of the Property;
- (c) to use the Association Property for ingress and egress to those portions of the Initial Property (as described in Section 2.01 of this Declaration);
- (d) to operate a sales center and to have prospective purchasers and others visit such sales center and use certain portions of Association Property, including, but not limited to, the paved areas;
- (e) to grant to itself or to others such other easements and rights of way as may be reasonably needed for the orderly development of the Property.

All easements, rights-of-way and other rights granted by the Sponsor pursuant to (a), (b), (c) and (e) above shall be permanent, run with the land and be binding upon and for the benefit of the Association and the Sponsor and their respective successors and assigns. The rights granted to the Sponsor pursuant to (d) above shall remain in effect until the Sponsor completes the improvement, marketing and sale of all Lots or the Sponsor records a written memorandum releasing its rights hereunder.

Section 4.05. Rights of Individual Lot Owners. Each Lot Owner shall have an easement over Association Property and over the property of adjacent Lot Owners for the performance of routine maintenance on a Lot Owner's Townhome, provided, however, the right of entry shall be exercised upon reasonable notice to the adjoining Lot Owner, except in the case of an emergency, shall be limited to reasonable times, and shall be exercised so as not to impair the enjoyment of the adjacent Lot. The easement area shall be limited to that area reasonably necessary to effect repairs and maintenance of the Owner's Townhome. The easement area shall be used for actual repairs and maintenance only; the storage of material, supplies and other objects associated with the work to be completed shall not be permitted. The Owner entering upon an adjacent Lot shall perform the contemplated work with dispatch, and shall be responsible for all costs for the repair and restoration of any damage caused to the adjacent Lot, including but not limited to structural repairs, replacement of lawns, bushes and similar objects. An Owner entering upon an adjacent Lot shall indemnify and hold harmless the adjacent Lot Owner against any and all claims which may arise by virtue of the repair or maintenance work performed.

Each Lot Owner also shall have an easement for the exclusive use and enjoyment of the Lot Owner's driveway as constructed by the Sponsor.

Each Lot Owner also shall have an easement for the exclusive use and enjoyment of the Lot Owner's deck or patio, if any, as constructed by the Sponsor, servicing the Owner's Townhome.

Section 4.06. Common Utility and Conduit Easement. All pipes, wires, conduits and public utility lines located on each Lot shall be owned by the Owner of such Lot. Every Lot Owner shall have an easement in common with other Lot Owners to maintain and use all pipes, wires, conduits, drainage areas and public utility lines located on other Lots or on Association Property and servicing such Owner's Lot. Each Lot shall be subject to an easement in favor of the Owners of other Lots to maintain and use the pipes, wires, conduits, drainage areas and public utility lines servicing such other Lot and located on such other Lot. The Association shall have the right of access to each Lot and residential dwelling thereon for maintenance, repair or replacement of any pipes, wires, conduits, drainage areas or public utility lines located on any Lot or within any residential dwelling thereon. The cost of such repair, maintenance or replacement shall be a common expense funded from the Maintenance Assessments, except that, if occasioned by a negligent or willful act or omission of a specific Lot Owner or Owners, it shall be considered a special expense allocable to the Lot Owner or Owners responsible and such

cost shall be added to the Maintenance Assessment of such Lot Owner or Owners and, as part of that Assessment, shall constitute a lien on the Lot or Lots to secure the payment thereof.

Section 4.07. Rear Yard Access Easement. Each Lot Owner shall have an access easement over the side and rear ten feet (10') of the unimproved portion of all Lots for routine and necessary maintenance purposes.

Section 4.08. Maintenance of Association Facilities. In order to preserve and enhance the property values and amenities of the Property, the Association shall at all times maintain the facilities in good repair and condition, as set forth in this Declaration.

Section 4.09. Right of Association to Contract Duties and Functions. The Association may contract with any person, corporation, firm, trust company, bank, or other entity for the performance of its various duties and functions. Without limiting the foregoing, this right shall entitle the Association to enter into common management agreements with other associations, both within and without the Property.

Section 4.10. Environmental Considerations. In carrying out its responsibilities in enforcing the provisions of this Declaration, and in particular the provisions of Articles IX and X herein, the Association and the Architectural Committee shall consider the environmental impact of any existing or proposed activities on the Property or any portion thereof and, in its discretion, may establish standards or guidelines aimed at reducing or eliminating any adverse environmental impact of such activities or take affirmative action to improve the quality of the environment.

Section 4.11. Common Access Easement. The Sponsor and all Owners and their guests, licensees and invitees shall have an easement for ingress and egress in common with one another over all walkways and drives located on the Association Property and the Association shall have an access easement to each Lot for the maintenance, repair and replacement of paved areas and any other property or facilities, the maintenance of which is the responsibility of the Association.

Section 4.12. Distribution of Condemnation Awards. In the event all or part of the Association Property is taken in condemnation or eminent domain proceedings, the award from such proceedings shall be paid to the Association. The Board of Directors of the Association shall arrange for the repair and restoration of the Association Property not so taken and shall disburse the proceeds of such award to the contractors engaged in such repair and restoration in appropriate progress payments. If there shall be a surplus of such proceeds, or if the Board of Directors shall elect not to repair or restore the remaining Association Property, then the proceeds shall be distributed in the same manner as insurance proceeds, in accordance with Article IX of this Declaration.

The Board of Directors shall promptly send written notice of any pending condemnation or eminent domain proceeding to all institutional first mortgagees of Lots whose names appear on the books or records of the Association.

In the event of any dispute with respect to the allocation of the award, the matter shall be submitted to arbitration in accordance with the arbitration statutes of New York.

ARTICLE V

ASSESSMENTS

Section 5.01. Imposition, Personal Obligations, Lien. Each Lot Owner, excluding the Sponsor, by becoming an Owner by the acceptance of a deed or otherwise, whether or not such deed or any other instrument pursuant to which title was obtained so provides, shall be deemed to covenant and agree to pay to the Association: (a) annual assessments or charges for the maintenance and operation of Association Property ("Maintenance Assessments"); (b) special assessments for capital improvements or for repairs which may become necessary as a result of a casualty loss caused by nature, not otherwise covered by insurance and creating a budget deficit for the fiscal year ("Special Assessments"); hereinafter collectively referred to as "Assessments".

The Assessments shall be fixed, established and collected from time to time as hereinafter provided. Each Assessment (or installment payment thereof) together with such interest thereon and costs of collection as hereinafter provided, shall be a charge and continuing lien upon the Lot against which the Assessment is made and also shall be the personal obligation of the Owner of such Lot at the time the assessment falls due.

Section 5.02. Purpose of Maintenance Assessment. The purpose of the Maintenance Assessment shall be to fund the maintenance, preservation, operation and improvement of the Association Property and the promotion of the recreation, safety and welfare of the Members of the Association, including but not limited to, the payment of taxes on Association Property, any utility services to the Property which are commonly metered or billed, all casualty and liability insurance covering the Association Property obtained pursuant to Article IX of this Declaration, for the maintenance, repair and replacement of all facilities commonly serving the Members, whether on or off the Lots, such as landscaped areas, and of the Townhome exterior, including roof, gutters, and downspouts repairs and maintenance, exterior siding, including the painting of exterior surface frame and trim of windows and doors, the cost of labor, equipment, materials, management and supervision thereof, and for such other needs as may arise, but excluding the repair or maintenance of any glass surface, door, stoop, porch or stair.

Section 5.03. Date of Commencement and Notice of Assessments. The Assessments provided for herein shall commence on the day on which the first Lot is conveyed or on such other date as determined by the Sponsor. The first Assessments shall be adjusted according to the number of months remaining in the fiscal year as established by the Board of Directors and such Assessments shall thereafter be on a full year basis. The Board of Directors of the Association shall fix the amount of the Assessment against each Lot at least 30 days in advance of each annual assessment period. The Assessments shall be due and payable monthly unless the Board of Directors establishes other periods for payment. Separate due dates may be established by the Board of Directors for partial annual Assessments as long as said Assessments are established at least 30 days before they are due. Written notice of the annual Assessments shall be sent to every Owner subject thereto.

Section 5.04. Assessments for Specific Lots. Once Assessments have commenced pursuant to Section 5.03 above, the Owner of each Lot subject to this Declaration, excluding the Sponsor, shall be liable for the payment of full Maintenance Assessments, and Special Assessments, if any. For so long as Sponsor owns a Lot then subject to the Declaration, the Maintenance Assessment for Lots owned by someone other than Sponsor shall not be less than the amount set forth in the Offering Plan on file with the NYS Attorney General's Office, without the prior written consent of the Sponsor. The Maintenance Assessment on the Lots owned by the Sponsor shall be an amount calculated in accordance with the following: The Sponsor shall be obligated for the difference between the actual Association expenses, exclusive of reserves applicable to completed improvements, and the Association charges levied on owners who have closed title to their Lots. For those Lots owned by Sponsor upon which a home has been completed, the Sponsor shall pay for reserves from and after the issuance of a Certificate of Occupancy. In no event, however, will the Sponsor be required to make a deficiency contribution in an amount greater than it would otherwise be liable for if it were paying assessments on each unsold Lot. This Section may not be amended without the prior written consent of the Sponsor.

Section 5.05. Basis for Maintenance Assessment. The annual Maintenance Assessment chargeable to each Lot transferred to a third party purchaser for which Assessments have commenced pursuant to this Declaration shall be apportioned by multiplying the total annual Maintenance Assessment by a fraction, the numerator of which is one (1), and the denominator of which is the total number of Lots then subject to this Declaration, as amended.

Section 5.06. Change in Basis of Assessments. The Association may change the basis of determining the Maintenance Assessment provided for above by obtaining the consent of not less than two-thirds (2/3) of the total votes of Members voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all voting Members at least 30 days in advance and shall set forth the purpose of the meeting. Until the Sponsor, or its designee, no longer owns a Lot then subject to this Declaration, no change in the basis of Maintenance Assessments which adversely affects the interest of the Sponsor with respect to unsold Lots shall be valid except with the specific consent of the

Sponsor in writing. A written certification of any such change shall be executed by the Board of Directors and recorded in the Office of the Clerk of the County of Monroe.

Section 5.07. Special Assessments for Capital Improvements and Other Needs. In addition to the annual Maintenance Assessment, the Association may levy in any assessment year a Special Assessment, payable in that year and/or the following year for the purpose of defraying, in whole or in part, the cost of any capital improvements or for repairs which may become necessary as a result of a casualty loss caused by nature, not otherwise covered by insurance and creating a budget deficit for the fiscal year, including without limitation, the construction, reconstruction or replacement of, or repair of a capital nature to, the Association Property, including the necessary fixtures and personal property related thereto, provided that for any Special Assessment for the construction (rather than the reconstruction or replacement) of any capital improvement, and for any Special Assessment amounting to more than 20% of the then current amount of annual Maintenance Assessments, the consent is obtained of two-thirds (2/3) of the total votes of Lot Owners voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Lot Owners at least 30 days in advance, setting forth the purpose of the meeting. The Association shall establish one (1) or more due dates for each payment or partial payment of each Special Assessment and shall notify each Owner thereof in writing at least 30 days prior to the first such due date.

Section 5.08. Non-Payment of Assessment. If an Assessment, or installment thereof, is not paid on the due date, established pursuant to Section 5.03 hereof, then such Assessment payment shall be deemed delinquent. Any delinquent assessment payment, together with such interest thereon, accelerated installments, if any, and cost of collection thereof as herein provided, shall thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner and such Owner's heirs, devisees, personal representatives, successors and assigns. In addition to the lien rights, the personal obligation of the then Owner to pay such Assessment shall remain such Owner's personal obligation and shall not pass to such Owner's successors in title unless expressly assumed by them.

If the Assessment or any installment thereof is not paid within ten (10) days after the due date, the Association may impose a late charge or charges in such amount or amounts as the Board of Directors deems reasonable, not to exceed ten percent (10%) of the amount of such overdue Assessment or installment thereof, provided such late charges are equitably and uniformly applied.

If the Assessment or any installment thereof, is not paid within 30 days after the due date, (i) the Association may impose a late charge or charges in such amount or amounts as the Board of Directors deems reasonable, not to exceed ten percent (10%) of the amount of such overdue Assessment or installment thereof, and, if not paid within 30 days after the due date (ii) the Assessment shall bear interest from the due date at such rate as may be fixed by the Board of Directors from time to time, such rate not to exceed ten percent (10%) per annum, (iii) the Board of Directors may accelerate the remaining installments, if any, of such Assessment upon notice thereof to the Owner and (iv) the Association may bring legal action against the Owner personally obligated to pay the same or foreclose the lien against the property, and the cost of such proceedings, including reasonable attorneys' fees, shall be added to the amount of such Assessments, accelerated installments, if any, late charges and interest.

Once an Assessment is deemed delinquent as described above, any payments received from the Owner shall be applied in the following order: attorneys' fees, other costs of collection, late charges, interest, and then the delinquent Assessment or installments thereof beginning with the amounts past due for the longest period.

Dissatisfaction with the quantity or quality of maintenance services furnished by the Association, under no circumstances, shall entitle any Lot Owner to withhold or fail to pay the Assessments due to the Association for the Lot or Lots owned by such Owner.

The Board of Directors, when giving notice to a Lot Owner of a default in paying Assessments, may, at its option, or at the request of a mortgagee, shall send a copy of such notice to the mortgagee whose name and address appears on the Board's records for the particular Lot. The mortgagee shall have the right to cure the Lot Owner's default with respect to the payment of said Assessments.

Late charges, penalties and attorney fees shall not be payable or collectable for unpaid common charges or assessments owed by the Sponsor.

Section 5.09. Right to Maintain Surplus. The Association shall not be obligated in any calendar year to spend all the sums collected in such year by way of Maintenance Assessments or otherwise, and may carry forward as surplus any balances remaining; nor shall the Association be obligated to apply any such surpluses to the reduction of the amount of the Maintenance Assessments in the succeeding year, but may carry forward from year to year such surplus as the Board of Directors in its absolute discretion may determine to be desirable for the greater financial security and the effectuation of the purposes of the Association.

Section 5.10. Assessment Certificates. Upon written request of an Owner or lessee with respect to a Lot which he or she owns or leases, (or any prospective purchaser, lessee, occupant, mortgagee or title insurer of such Lot), the Association within a reasonable period of time, shall issue and furnish a certificate in writing signed by an officer or designee of the Association setting forth with respect to such Lot, as of the date of such certificate, (i) whether the Assessments, if any, have been paid; (ii) the amount of such Assessments, including interest and costs, if any, due and payable as of such date; (iii) whether any other amounts or charges are owing to the Association, e.g. for the cost of extinguishing a violation of this Declaration. A reasonable charge, as determined by the Board of Directors, may be made for the issuance of these certificates. Any such certificate, when duly issued as herein provided, shall be conclusive and binding with regard to any matter therein stated as between the Association and any bona fide purchaser or lessee of, or lender on, or title insurer of, the property in question.

Section 5.11. Subordination of Assessment Lien to Mortgages. The lien of the Assessments provided for herein shall be subordinate to the lien of any purchase money first mortgage of record now or hereafter placed upon any Lot subject to such Assessments; provided, however, that such subordination shall apply only to the Assessments which have become due and payable prior to a sale or transfer of such Lot pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any Assessments thereafter becoming due, nor from the lien of any such subsequent Assessment.

Section 5.12. Right to Borrow and Mortgage. In order to fulfill the purposes set forth herein, the Association may borrow funds from any recognized lending institution, and in conjunction therewith mortgage its properties. The amount, terms, rate or rates of all borrowing and the provisions of all agreements with note holders shall be subject to (i) the approval of 2/3 of the Lot Owners entitled to vote at a meeting duly called, and (ii) any consent of the Sponsor as required by Section 3.12 of this Declaration shall be obtained.

Section 5.13. Repayment of Monies Borrowed. In order to secure the repayment of any and all sums borrowed from time to time, the Association is hereby granted the right and power:

- (a) to assign and pledge all revenues received and to be received by it under any provision of this Declaration including, but not limited to, the proceeds of the Maintenance Assessment hereunder;
- (b) to enter into agreements with note holders with respect to the collection and disbursements of funds, including, but not limited to, agreements wherein the Association covenants to:
 - (1) assess the Maintenance Assessment on a given day in each year and, subject to the limitation on amount specified in Section 5.04 hereunder, to assess the same at a particular rate or rates;
 - (2) establish such collection, payment and lien enforcement procedures as may be required by the note holders;
 - (3) provide for the custody and safeguarding of all funds received by it;

- (4) establish sinking funds and/or other security deposits;
- (5) apply all funds received by it first to the payment of all principal and interest on such loans, when due, or to apply the same to such purpose after providing for costs of collection.

ARTICLE VI

MAINTENANCE BY THE ASSOCIATION

Section 6.01. Maintenance and Repair by the Association. All maintenance and repair of and replacements to the improvements on Association Property, the maintenance, repair and replacement of all paved areas on the Association Property, snow plowing of driveways, and the maintenance of all landscaped areas within Lots and Association Property shall be the responsibility of, and at the cost and expense of the Association. Maintenance, repair and replacement of pipes, wires, conduits and public utility lines owned by the Association and, for which a utility company or other entity is not responsible (whether such lines and facilities are on individual Lots or Association Property) also shall be the responsibility of, and an expense of the Association. Such cost shall be funded from the Maintenance Assessments.

a. Maintenance of Association Property. With respect to Association Property, the Association shall maintain, repair and replace the Common Area. The Common Area, owned and maintained by the Association, will include the following improvements:

1. Community club house;
2. Driveways serving the individual townhomes;
3. Entrance monument;
4. Drainage pond;
5. Landscaped areas.

The Association also shall be responsible for snow plowing of driveways, excluding walks. Individual Lot Owners are responsible for snow removal from the roof, walks and entryways abutting their dwellings.

The Association is solely responsible for the maintenance of the Common Area and the improvements within the area. Under no circumstances is the Village of Webster responsible for the maintenance of the Common Area and the improvements located thereon.

b. Maintenance of Townhomes. The Association will be responsible for maintenance asphalt driveways, roofing, exterior painting/staining of trim materials (not wrapped in aluminum) and front doors, for which replacement reserves have been established. All other Townhome components are the responsibility of the Townhome Owner, including but not limited to vinyl siding, vinyl clad windows, insulated metal doors, overhead garage doors, aluminum gutters and downspouts, masonry windows, skylights, window panes, doors, garage doors, storm doors, decks, porches, stone pavers, stoops, patios and concrete walks. The Association shall not be responsible for the removal of snow from roofs.

Those portions of sewer, water, and utility laterals servicing one (1) or more Townhomes and not maintained by a utility company, public authority, municipality or other entity, will be maintained by the Association, limited however to repair necessitated by leakage or structural failure only. A lateral shall be deemed to terminate at the outer surface of the foundation wall.

The Board of Directors of the Association may, upon the affirmative vote of not less than three-fourths (3/4) of the entire Board of Directors, provide for additional maintenance with respect to the Lots to be undertaken by the Association or to discontinue the performance of some or all of the maintenance responsibilities of the Association with respect to the Lots.

The cost of all maintenance performed by the Association shall be funded from Maintenance Assessments.

Section 6.02. Repairs and Maintenance Which Are Not the Responsibility of the Association. Except as provided in Section 6.01 above, the Association shall not be responsible for (i) the maintenance, repair or replacement of any buildings or structures not owned by the Association, or (ii) the maintenance, repair or replacement of any sewer lines, water lines or other utility lines which are maintained, repaired and replaced by a municipality, public authority or utility company, (iii) the maintenance, repair or replacement of the dedicated improvements, or (iv) obstructed sewer laterals.

Any maintenance, repair or replacement necessary to preserve the appearance and value of the Property made pursuant to Section 6.01 above, but which is occasioned by a negligent or willful act or omission of a Lot Owner, excluding the Sponsor, shall be made at the cost and expense of such Lot Owner ("Owner Repair"). In addition to the above, if the Association's master insurance policy covers the Owner Repair, the Lot Owner shall be solely responsible for payment of the deductible under the Association's master insurance policy. If such Owner Repair is performed by the Association, it shall not be regarded as a common expense, but shall rather be considered a special expense allocable to the specific Lot and such cost shall be added to that Lot Owner's Maintenance Assessment and, as part of that Assessment, shall constitute a lien on the Lot to secure the payment thereof.

The Lot Owner shall maintain the improvements in a clean and good condition, employing a high and proper standard, and in a manner equal to the maintenance standards of the Association. Upon the Lot Owner's failure to maintain, the Association may maintain the area or remove the improvement and restore the area to its original condition at the defaulting Lot Owner's expense, the cost of said maintenance or restoration to be assessed against the defaulting Lot Owner and shall be deemed to be a common assessment, a lien against the Lot and collectable as such.

Section 6.03. Quality and Frequency of Maintenance and Repairs. All maintenance, repair and replacement, whether or not performed by the Association, shall be of a quality and appearance consistent with the enhancement and preservation of the appearance and value of the Property. The Association may establish reasonable schedules and regulations for maintenance, repair and replacement, which schedules and regulations shall take into account the useful life of any painting and exterior materials and the enhancement and preservation of the appearance and value of the Property.

Section 6.04. Access for Repairs. The Association (and its employees, contractors and agents) upon reasonable notice to the Owner(s), shall have the right to enter upon any portion of the Property and into and upon any Unit at any reasonable hour to carry out its functions as provided for in this Article, except that in an emergency, the Association shall have the right, without notice, to enter upon any portion of the Property and into any Unit to make necessary repairs or to prevent damage to any Unit or any portion of the Property. The repair of any damage caused in gaining access shall be at the expense of the Association.

ARTICLE VII

ARCHITECTURAL CONTROLS

Section 7.01. Control by Association. After transfer of title by the Sponsor to any Lot or other completed portion of the Property, enforcement of those provisions of the Declaration pertaining to exterior appearance of the Property and control over any change in use or any additions, modifications or alterations to any exterior improvement on said Lot or other portion of the Property, shall be the responsibility of the Association, acting through the Architectural Standards Committee (hereinafter referred to as the "Architectural Committee") as provided in Section 7.02 below. ***Lot Owners may NOT make any exterior improvement to their home or the Lot, including but not limited to landscaping or foundation plantings, without Architectural Committee written approval.***

Section 7.02. Composition and Function of Architectural Standards Committee. The Architectural Committee shall be a permanent committee of the Association and shall approve all proposed improvements, additions, modifications or alterations to any existing improvements or any proposed change in the use of a Lot or any other portion of the Property, including Association Property, after transfer of title to such Lot or other portion of the Property, working

within guidelines and policies established by the Board of Directors. The Architectural Committee also may assist and advise the Board of Directors of the Association in enforcing the Declaration and in advertising and publishing rules, regulations and guidelines, and may from time to time perform such other duties or functions as may be assigned to it by the Board of Directors. The Architectural Committee shall be composed of three (3) or more persons, as determined by the Board of Directors of the Association, for terms of two (2) years, but shall be subject to removal, with or without cause, by the affirmative vote of not less than two-thirds (2/3) of the members of the Board of Directors.

Section 7.03. Submission of Plans to Architectural Committee. After transfer of title to any Lot or other portion of the Property by the Sponsor no improvement, exterior addition, modification or alteration shall be made on or to such Lot or other portion of the Property or the improvements located thereon, unless and until a plan or plans therefore, in such form and detail as the Architectural Committee requires, have been submitted to, and reviewed and approved by the Architectural Committee, working within guidelines and policies established by the Board of Directors. The Architectural Committee may charge and collect a reasonable fee for the examination of plans submitted for approval.

Section 7.04. Basis for Disapproval of Plans by Architectural Committee. The Architectural Committee, working within guidelines and policies established by the Board of Directors, may disapprove any plans submitted pursuant to Section 7.03 above for any of the following reasons:

- a. failure of such plans to comply with any protective covenants, conditions and restrictions contained in the Declaration and which benefit or encumber the Lot or other portion of the Property;
- b. failure to include information in such plans as requested;
- c. objection to the site plan, exterior design, appearance or materials of any proposed improvements, including without limitation, colors or color scheme, finish, proportion, style of architecture, or proposed parking;
- d. incompatibility of proposed improvements or use of proposed improvements with existing improvements or uses in the vicinity;
- e. failure of proposed improvements to comply with any zoning, building, preservation, health, or other governmental laws, codes, ordinances, rules and regulations;
- f. any other matter which in the judgment and sole discretion of the Architectural Committee would render the proposed improvements, use or uses inharmonious or incompatible with the general plan of improvement of the Property or portion thereof or with improvements or uses in the vicinity.

Section 7.05. Approval of Architectural Committee. Upon approval or qualified approval by the Architectural Committee of any plans submitted pursuant to Section 7.03 above, the Architectural Committee shall notify the applicant in writing of such approval or qualified approval, which notification shall set forth any qualifications or conditions of such approval, shall file a copy of such plans as approved for permanent record, together with such qualifications, or provide the applicant with a copy of such plans bearing a notation of such approval or qualified approval. Approval of any such plans relating to any Lot or portion of the Property shall be final as to such Lot or portion of the Property and such approval may not be revoked or rescinded thereafter provided (i) that the improvements or uses shown or described on or in such plans do not violate any protective covenants, conditions or restrictions set forth in the Declaration which benefit or encumber the Lot or portion of the Property, and (ii) that such plans and any qualifications or conditions attached to such approval of the plans do not violate any applicable governmental law, rule or regulation, zoning, building, preservation, health or other code or ordinance. Approval of any plans for use in connection with any Lot or portion of the Property shall not be deemed a waiver of the right of the Architectural Committee to disapprove similar plans or any of the features or elements included therein if such plans, features or elements are subsequently submitted for use in connection with any other Lot or portion of the Property.

Section 7.06. Written Notification of Disapproval. In any case where the Architectural Committee disapproves any plans submitted hereunder, the Architectural Committee shall so notify the applicant in writing together with a statement of the grounds upon which such action was based as set forth in Section 7.04. In any such case, the Architectural Committee shall, if requested and if possible, make reasonable efforts to assist and advise the applicant so that acceptable plans can be prepared and resubmitted for approval.

Section 7.07. Failure of Committee to Act. If any applicant has not received notice of the Architectural Committee approving or disapproving any plans within 45 days after submission thereof, the applicant may notify the Committee in writing of that fact. Such notice shall be sent by certified mail, return receipt requested. The plans shall be deemed approved by the Committee not later than the later of:

- a. Fifteen (15) days after the date of receipt of such notice, if such notice is given;
- b. Seventy (70) days after the date the plans were originally submitted.

Section 7.08. Committee's Right to Promulgate Rules and Regulations. The Architectural Committee may from time to time promulgate rules and regulations governing the form and content of plans to be submitted for approval or with respect to additions or modifications to improvements, or uses; provided, however, that no such rule or regulation shall be deemed to bind the Architectural Committee to approve or disapprove any plans submitted for approval, or to waive the exercise of the Architectural Committee's discretion as to such plans, and provided further that no such rule or regulation shall be inconsistent with the provisions of the Declaration or any applicable governmental law, code, ordinance, rule or regulation.

Section 7.09. Delegation of Functions. The Architectural Committee may authorize its staff, subcommittees, or individual members of the Architectural Committee to perform any or all of the functions of the Architectural Committee as long as the number and identity of such staff or members, and the functions and scope of authority have been established by a resolution of the entire Architectural Committee. The approval or disapproval of plans by the staff member, individual member or subcommittee will be subject, however, to the reasonable review of the Architectural Committee, in accordance with procedures to be established by the Architectural Committee.

Section 7.10. Liability of Architectural Committee. No action taken by the Architectural Committee or any member, subcommittee, employee or agent thereof, shall entitle any person to rely thereon, with respect to conformity with laws, regulations, codes or ordinances, or with respect to the physical or other condition of any Lot or other portion of the Property. Neither the Association nor the Architectural Committee, nor any member, subcommittee, employee or agent shall be liable to anyone submitting plans to them for approval or to any Owner, Member or any other person, in connection with any submission of plans, or the approval or disapproval thereof, including without limitation, mistakes in judgment, negligence or nonfeasance. Every person or other entity submitting plans to the Architectural Committee agrees, by submission of such plans, that no action or suit will be brought against the Association or the Architectural Committee, or any member, subcommittee, employee or agent thereof, in connection with such submission.

Section 7.11. Architectural Committee Certificate. Upon written request of any Owner, lessee or any prospective Owner, lessee, mortgagee or title insurer of a Lot or other portion of the Property, title to which has been previously transferred from the Sponsor, the Architectural Committee, within a reasonable period of time, shall issue and furnish to the person or entity making the request a certificate in writing (hereinafter referred to as the "Architectural Committee Certificate") signed by a member of the Architectural Committee stating, as of the date of such Certificate, whether or not the Lot or other portion of the Property, or any improvements thereon, violates any of the provisions of the Declaration pertaining to exterior appearance, design or maintenance and describing such violations, if any. A reasonable charge, as determined by the Architectural Committee, may be imposed for issuance of such Architectural Committee Certificate. Any such Architectural Committee Certificate, when duly issued as herein provided, shall be conclusive and binding with regard to any matter therein stated as between the Association and the party to whom such Architectural Committee Certificate was issued.

ARTICLE VIII
PARTY WALLS AND ENCROACHMENTS

Section 8.01. Party Walls. Each wall which is built as part of the original construction of the Townhomes, whether or not such wall is on the dividing line between two (2) adjacent Lots, and which serves as the exterior limit of the two (2) Townhomes, shall be considered a party wall.

Section 8.02. Maintenance of Party Walls. Each Townhome Owner whose Townhome contains a party wall shall have an easement to enter upon the Townhome with which the party wall is shared to effect necessary repairs or maintenance of said party wall. Each Townhome Owner shall be responsible for the ordinary maintenance and repair of such Townhome Owner's respective side of a party wall. If it shall become necessary to make substantial repairs to or rebuild a party wall, the cost of such repairing or rebuilding shall be borne equally by the two (2) Townhome Owners which share such wall.

In any event where it is necessary for a Townhome Owner, its authorized employees, contractors or agents, to enter upon a Townhome owned by another for purposes of maintaining a party wall, such right shall be exercised upon reasonable notice to the adjoining Townhome Owner, shall be limited to reasonable times, and shall be exercised so as not to impair enjoyment of said adjacent Townhome.

Section 8.03. Exposure of Wall. A Townhome Owner who, by negligent or willful act, causes the party wall to be exposed to the elements, shall bear the whole cost of furnishing the necessary protection against, and the necessary repair caused by, such elements.

Section 8.04. Materials Used and Workmanship. If and when any party wall is repaired or rebuilt, it shall stand upon the same place and be of the same or similar materials as the original wall. All labor performed shall be performed in a good and workmanlike manner.

Section 8.05. Destruction of Party Wall. In the event of destruction of a party wall by fire or other casualty, to the extent that such damage is not repaired out of the proceeds of the insurance covering the hazard, the Owner of any Townhome which used the wall may restore it. The Townhome Owner who undertakes such restoration shall be entitled to a contribution equaling one-half (1/2) the cost of such restoration from the Owner of the other Townhome which shares such wall. Such right to contribution shall not be construed, however, to limit in any degree, the right of a Townhome Owner to seek a greater contribution if so entitled under the law of the State of New York regarding liability for negligent or willful acts or omissions.

Section 8.06. Party Wall Rights Run With the Land. The rights of support, quiet enjoyment, entry to repair or restore and contribution for the cost of the same which are described in this Article shall run with the land and shall bind the heirs, successors and assigns of each Townhome Owner.

Section 8.07. Encroachments and Projections. If any Townhome and all improvements associated with it, including but not limited to patios, porches, walks, decks, and privacy fencing, or any other improvement installed by the Sponsor, encroaches or projects upon any other Townhome Lot or upon any portion of the Association Property as a result of the construction of such Townhome, or if any such encroachment or projection shall occur as a result of settling or shifting of such Townhome or portion thereof, there shall be an easement for such encroachment or projection and for the maintenance of same so long as such encroaching or projecting Townhome or portion thereof shall stand. In the event one (1) or more Townhomes or portions thereof are partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, or Proceedings of similar import and effect, and such Townhome(s) or portions thereof are thereafter rebuilt, inadvertent encroachments or projections by such Townhome(s) or portions thereof upon any other Townhome or Lot, or upon any portion of the Association Property, in excess of any encroachment or projection which existed as a result of initial construction, due to such rebuilding, shall be permitted, and valid easements for

such encroachments or projection and the maintenance thereof shall exist so long as such improvements shall stand; provided, however, that any increase in such encroachment or projection shall not be greater than two (2) feet.

ARTICLE IX INSURANCE AND RECONSTRUCTION

Section 9.01. Insurance to be Carried. The Board of Directors of the Association shall obtain and maintain, to the extent reasonably obtainable and to the extent determined by the Board of Directors to be appropriate or relevant: (i) fire and casualty insurance on the Association Property, the Townhomes, (ii) liability insurance on the Association Property, (iii) directors' and officers' liability insurance, (iv) fidelity bond or surety bond, and (v) such other insurance as the Board of Directors shall deem necessary or desirable from time to time including "umbrella" catastrophe coverage. Coverage shall be as follows:

1. Fire and Casualty. Coverage shall be for the unit value of each Townhome under the "single entity" concept, i.e. covering the Townhomes as initially built and including the wall to wall carpeting, lighting fixtures, bathroom fixtures, built-in appliances, wall coverings and all machinery servicing the Townhomes and common facilities, excluding the land, foundations, the personal property of Owners and occupants, and any improvements or alterations (including upgrading of appliances, kitchen cabinets, carpeting or lighting fixtures, and wall coverings) made by present or prior Owners or occupants.

The policy shall have the following provisions, endorsements and coverage: (i) extended coverage, vandalism and malicious mischief, (ii) inflation guard, (iii) coverage for loss of Maintenance Assessment from Owners forced to vacate because of fire or other insured against casualty, (iv) waiver of the right of subrogation with respect to individual Owners, their family members, and the officers and directors of the Association, (v) a provision that the policy shall in no event be brought into "contribution" by individual Owners or mortgagees, (vi) a provision that the policy cannot be canceled, invalidated or suspended because of the conduct of someone over whom the Board of Directors has no control, (vii) cross-liability giving the Owners the right to sue the Board of Directors and vice versa with the insuring company agreeing to defend the defendant, (viii) a provision that the policy may not be canceled or substantially modified without at least ten (10) days prior written notice to all of the insured, including all mortgagees of Lots reported to the insurance carrier or its agent, (ix) a provision requiring periodic review at least every two (2) years to assure the sufficiency of coverage, (x) a provision that adjustment of loss shall be made by the Board of Directors and (xi) a provision that the policy not require the insured to be a co-insurer in the event of loss or claim under the policy.

Prior to obtaining any new fire and casualty insurance policy, the Board of Directors shall obtain an appraisal from an insurance company or otherwise for the purpose of determining the amount of fire insurance to be effected pursuant to this section.

The proceeds of all policies of physical damage insurance, if \$50,000.00 or less shall be payable to the Association, and if \$50,000.00 or more, to an Insurance Trustee (bank, trust company or law firm) selected by the Board of Directors of the Association to be applied for the purpose of repairing, restoring or rebuilding unless otherwise determined by the Owners pursuant to Section 9.02 of this Declaration.

This \$50,000.00 limitation may be raised or lowered from time to time upon approval of not less than two-thirds (2/3) of the entire Board of Directors. All fees and disbursements of the Trustee shall be paid by the Association and shall be a common expense of the Lot Owners.

The policy shall contain the standard mortgagee clause in favor of mortgagees which shall provide that any loss shall be payable to the mortgagees as its interest shall appear, subject, however to the loss payment provisions in favor of the Association and the Insurance Trustee. The obligation to restore or reconstruct after damage due to fire or other casualty supersedes the customary right of a mortgagee to have the proceeds of insurance coverage applied to the mortgage indebtedness.

Each Owner and such Owner's known mortgagee shall be a named insured on the policy and shall receive, at the time of purchase and at the time a new policy is obtained or an existing policy renewed, a certificate evidencing insurance coverage.

Duplicate originals of the policy and of all renewals of the policy shall be furnished to all known institutional mortgagees of Townhomes.

If the Board of Directors decides not to insure the Townhomes or decides to insure the Townhomes in an amount less than that necessary to provide for the full replacement or reconstruction of the damaged improvements taking into account coinsurance provisions, each Owner shall, at the Owner's sole cost and expense, purchase and maintain fire and extended coverage insurance in such amounts as from time to time may be required by the Board of Directors, from a company licensed to do business in the State of New York. Such insurance shall be in the standard New York State form and shall cover loss and damage to the Lot, Townhome (including garage), and all other improvements on the Lot. All insurance policies shall cover the interest of the Owner, the Association, and mortgagees, if any, as their interests may appear.

2. Liability. The liability insurance shall cover the directors and officers of the Association, the managing agent, if any, and all Owners of Townhomes, but not the liability of Townhome Owners arising from occurrences within such Owner's Townhome or on such Owner's Lot. The policy shall include the following endorsements: (i) comprehensive general liability, (ii) Personal injury, (iii) medical payments, (iv) cross liability and (v) contractual liability.

Until the first meeting of the Board of Directors elected by the Owners, this public liability insurance shall be in a combined single limit of \$1,000,000.00 covering all claims for bodily injury and property damage, with an excess umbrella of \$1,000,000.00.

3. Directors' and Officers' Liability. The directors' and officers' liability insurance shall cover the "wrongful" acts of a director or officer of the Association. This coverage shall provide for funds to be available to defend suits against officers and directors of the Association and to pay any claims which may result. The policy shall be on a "claims made" basis so as to cover all prior officers and members of the Board of Directors. The policy shall not provide for "participation" by the Association or by the officers or directors of the Association.

Until the first meeting of the Board of Directors elected by the Owners, the directors' and officers' liability coverage shall be in the amount of \$1,000,000.00.

4. Fidelity Bond. The fidelity bond shall cover all directors, officers and employees of the Association and of the Association's managing agent, if any, who handle Association funds. Until the first meeting of the Board of Directors elected by the Owners, the coverage shall be \$5,000.00 for forgery.

5. Other Insurance. The Board of Directors may also obtain such other insurance as it shall deem necessary or desirable from time to time including "umbrella" catastrophe coverage.

6. No Liability for Failure to Obtain Above Coverage. The Board of Directors shall not be liable for failure to obtain any of the coverage required by this Section or for any loss or damage resulting from such failure if such failure is due to the unavailability of such coverage from reputable insurance companies, or if such coverage are so available only at demonstrably unreasonable cost.

7. Deductible. The deductible, if any, on any insurance policy purchased by the Board of Directors shall be a common expense for those claims relating to Association maintenance responsibility. The Board of Directors of the Association shall assess any deductible amount necessitated by the gross negligence or wantonly malicious act of an Owner against such Owner, as well as any deductible amount necessitated by a fire within the Lot Owners dwelling and not caused by the Association's negligence or activities. The Association may pay the deductible portion for which such Owner

is responsible, and the amount so paid, together with interest and costs of collection, including attorney's fees, shall be a charge and continuing lien upon the Lot involved, shall constitute a personal obligation of such Owner, and shall be collectible in the same manner as assessments under Article V of this Declaration.

Option to Have Insurance Paid by Lot Owners Directly The Board of Directors may, at its option, elect to have any insurance which it obtains, paid for directly by the Owners of the Lots rather than from assessments paid to the Association. However, should any Owner fail to pay such Owner's portion of such insurance premium, the Board of Directors may elect to pay such amount on behalf of such Owner in which event such amount so advanced shall be a charge and continuing lien upon the Lot of such Owner and shall also be the personal obligation of such Owner. Such amount shall bear interest and shall be collectible in the same manner as a delinquent assessment as set forth in Section 5.08 of this Declaration.

Section 9.02. **Restoration or Reconstruction After Fire or Other Casualty.** In the event of damage to or destruction of any Townhome, insured through insurance obtained by the Board of Directors, as a result of fire or other casualty, the Board of Directors shall arrange for the prompt repair and restoration of the damaged property and the Board of Directors, or the Insurance Trustee, as the case may be, shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments; provided, however, that if the Owners of 75% or more of all Townhomes do not duly and promptly resolve to proceed with repair or restoration, the net proceeds of insurance policies, if any, shall be divided among the Townhome Owners in proportion to the damage to their insured property in relation to the total damage to all the insured property, provided, however, that no payment shall be made to a Townhome Owner until there has first been paid out of such Townhome Owner's share of such funds all liens on such Owner's Townhome. In the event that insurance proceeds are, for any reason, insufficient to pay all of the costs of restoring or repairing the property to the same condition as formerly existed, the Board of Directors shall levy a Special Assessment to make up the deficiency against all Owners of the damaged Townhomes in such proportions as the Board of Directors deems fair and equitable taking into account the damage sustained to each Townhome and any negligence which, in the opinion of the Board, contributed to the damage and loss. In the event that insurance proceeds exceed the cost of repair and reconstruction, such expenses shall be paid over to the respective mortgagees and Townhome Owners in such proportions as the Board of Directors deems fair and equitable taking into account the damage sustained to each Townhome and Lot, provided, however, that no part of a distribution that results from an Assessment paid by a Townhome Owner, shall be made to all Townhome Owners and their mortgagees as their interest may appear.

Section 9.03. **Insurance Carried by Owners.** Owners of Townhomes shall not be prohibited from carrying other insurance for their own benefit, provided that such policies contain waivers of subrogation, and further provided, that the liability of the carriers issuing insurance procured by the Board of Directors shall not be affected or diminished by reason of any such additional insurance carried by the Owner.

ARTICLE X

GENERAL COVENANTS AND RESTRICTIONS

Section 10.01. **Advertising and Signs.** Except for signs erected by or with the permission of the Sponsor in connection with the initial development, lease or sale of Lots, no additional sign (other than a professional shingle affixed to the dwelling indicating the name of a firm or person and/or such firm's or person's profession, the materials, size, design, style and color of which shall be approved by the Architectural Committee) or other advertising device of any nature shall be placed for display to the public view on any Lot or other portion of Property, including but not limited to temporary signs advertising property for sale or rent, except with the consent of the Architectural Committee.

Section 10.02. **Animals, Birds and Insects.** The Association may, from time to time, (i) impose reasonable rules and regulations setting forth the type and number of pets and (ii) prohibit certain types of pets entirely. Pets may be allowed outdoors only when accompanied by a responsible person, and dogs shall be leashed. Provided an Owner obtains the prior written consent of the Association, an underground pet containment system may be installed. Assuming the Owner has installed an underground pet containment system, a pet may be let outdoors within the area of

the underground pet containment system in the company of a responsible person, but need not be leashed. No above ground or visible pet containment enclosures shall be permitted. The Association shall have the right to require any Owner, any tenant of any Owner, or any family member or guest of any Owner or tenant to dispose of any pet, if, in the opinion of the Association, acting in its sole discretion, such pet is creating a nuisance because, e.g., the Owner does not clean up after the animal, the animal is too noisy or the animal is not properly controlled. Dogs and cats must be cleaned up after by their owners.

Section 10.03. Protective Screening and Fences. Any screen planting, fence enclosures or walls initially installed by the Sponsor on a Lot or other portion of the Property and not maintained by the Association shall be maintained by the Lot Owner and shall not be removed or replaced with other than a similar type of planting, fence or wall except with the permission of the Architectural Committee. Except for the foregoing, no fence, wall or screen planting of any kind shall be planted, installed or erected upon said parcel or other portion of the Property unless approved by the Architectural Committee. Notwithstanding the foregoing, no fence, wall or screen planting shall be maintained so as to obstruct sight lines for vehicular traffic.

Section 10.04. Garbage and Refuse Disposal. Except for building materials during the course of construction or repair of any approved improvements, no lumber, metals, bulk materials, rubbish, refuse, garbage, trash or other waste material (referred to hereinafter as "Trash") shall be kept, stored, or allowed to accumulate outdoors on any portion of the Property, except in sanitary containers and screened from adjacent and surrounding property. Such containers may be placed in the open within 24 hours of a scheduled pick-up, at such place on the Lot or other portion of the Property designated by the Association so as to provide access to persons making such pick-up. The Association may, in its discretion, adopt and promulgate reasonable rules and regulations relating to the size, shape, color and type of containers permitted and the manner of storage of the same on any portion of the Property.

Section 10.05. No Above Surface Utilities Without Approval. No facilities, including without limitation, poles, antennas, dishes or wires for the transmission of electricity, electronic or telephone messages, and water, gas, sanitary and storm sewer drainage pipes and conduits shall be placed or maintained above the surface of the ground on any portion of the Property without the prior written approval of the Association.

Section 10.06. Noxious or Offensive Activities. No noxious or offensive activity shall be carried out upon any portion of the Property, nor shall anything be done thereon that may be or become a nuisance or annoyance to the area or to the residents or Owners thereof. The emission of smoke, soot, fly ash, dust, fumes, herbicides, insecticides, and other types of air pollution or radioactive emissions or electro-magnetic radiation disturbances, shall be controlled so as not to be detrimental to or endanger the public health, safety, comfort or welfare, be injurious to property, vegetation or animals, adversely affect property values or otherwise produce a public nuisance or hazard or violate any applicable zoning regulations or governmental law, ordinance or code.

Section 10.07. Oil and Mining Operations. No portion of the Property shall be used for the purpose of boring, drilling, refining, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth, except soil borings in connection with the improvement of said portion of the Property, and no derrick or other structure designed for use in boring for oil, natural gas or any other mineral shall be erected, maintained or permitted on any portion of the Property, except with the consent of the Association.

Section 10.08. Dwelling in Other Than Residential Unit. No temporary building, trailer, basement, tent, shack, barn, outbuilding, shed, garage, or building in the course of construction or other temporary structure shall be used, temporarily or permanently, as a dwelling on any Lot or other portion of the Property, except with the consent of the Association.

Section 10.09. Antennas. No outside radio, telegraphic, television or other electronic antenna, dish or other transmitting or receiving device shall be erected on any Lot or other portion of the Property, except with the consent of the Association, which shall be in compliance with Federal regulations.

Section 10.10. Trees and Other Natural Features. After the transfer of title by the Sponsor to any Lot or other portion of the Property, no trees shall be removed from any Lot or portion of the Property, except with the permission of the Association. The Association, in its discretion, may adopt and promulgate rules and regulations regarding the preservation of trees and other natural resources and wildlife upon the Property. The Association may designate certain trees, regardless of size, as not removable without written authorization.

Section 10.11. Use and Maintenance of Slope Control Areas. Within any slope control area shown on any filed map or plat, no improvements, planting or other materials shall be placed or permitted to remain, nor shall any activity be undertaken, which may damage or interfere with established slope ratios, create erosion or sliding problems, change the direction or flow of drainage channels. The slope control areas of any Lot or other portion of the Property and all improvements thereon shall be maintained continuously by the Owner of said Lot or other portion of the Property, except in those cases where a governmental agent or other public entity or utility company is responsible for such maintenance.

Section 10.12. Snowmobiles. No snowmobile or similar motor vehicle shall be operated on any portion of the Property except with the consent of the Association, subject, however, to the Village of Webster Zoning Code and the Parks and Recreation Law of the State of New York.

Section 10.13. Commercial and Professional Activity on Property. No wholesale or retail business, service occupation or home business in conflict with applicable municipal laws and ordinances shall be conducted in or on any Lot or other portion of the Property without the consent of the Association, except by the Sponsor in conjunction with the initial construction, development, lease and sale of Lots, except that Association consent shall not be required for a legal home occupation requiring no visitor parking or employee parking.

Section 10.14. Outside Storage. Outside storage or parking for more than one 72 consecutive hour period per month of commercial or recreational vehicle, unlicensed vehicle, camper, boat, truck or trailer shall be prohibited.

Section 10.15. Outdoor Repair Work. With respect to a Lot or other portion of the Property to which title has been transferred by the Sponsor, no work on any motor vehicles, boats or machines of any kind, other than minor servicing and maintenance, shall be permitted outdoors on such Lot or portion thereof, except with the consent of the Association.

Section 10.16. Oversized, Commercial and Unlicensed Vehicles. Unless used in connection with the construction or sale of Lots by the Sponsor, or maintenance of the Property, the following shall not be permitted to remain overnight on the Property for more than 72 hours within any month:

- a. any vehicle which cannot fit into a garage of the size constructed by the Sponsor with the Units with the overhead garage door closed;
- b. commercial vehicles of a weight of two (2) tons or more, unless garaged;
- c. unlicensed motor vehicles of any type, unless garaged.

Section 10.17. Clotheslines. No outdoor drying or airing of any clothing or bedding shall be permitted on the Property unless authorized by the Association.

Section 10.18. Chain Link Fences. Unless otherwise consented to by the Association, no chain link fence shall be erected anywhere on the Property.

Section 10.19. Prohibited Structures. No shack, barn, storage shed or other out-building, accessory structure, either temporary or permanent, shall be erected on any Lot.

ARTICLE XI
ENFORCEMENT, AMENDMENT AND DURATION OF DECLARATION

Section 11.01. Declaration Runs With the Land. Each person or entity acquiring an interest in a Lot or other portion of the Property or otherwise occupying any portion of the Property, whether or not the deed, lease or any other instrument incorporates or refers to the Declaration, covenants and agrees for him, her, or itself, and for his, her or its heirs, successors and assigns, to observe, perform and be bound by the provisions of the Declaration, including personal responsibility for the payment of all charges which may become liens against his property and which become due while he is the owner thereof, and also covenants to incorporate this Declaration by reference in any deed, lease or other instrument further transferring an interest in such Lot or other portion of the Property.

Section 11.02. Enforceability. The provisions of the Declaration shall bind the Property, shall be construed as running with the land and shall inure to the benefit of the Association, which shall be deemed the agent for all of its Members, and may be enforced by any Member or Owner, their respective legal representatives, heirs, successors and assigns, by actions at law or by suits in equity. As it may be impossible to measure monetarily the damages which may accrue to the beneficiaries hereof by reason of a violation of the Declaration, any beneficiary hereof shall be entitled to relief by way of injunction or specific performance, as well as any other relief available at law or in equity, to enforce the provisions hereof. Additionally, after 30 days written notice of any violation of the Declaration or the Associations Rules and Regulations, as adopted from time to time, the Lot Owner will be subject to a violation fee of \$50 per day until the violation is cured.

Section 11.03. No Waiver by Failure to Enforce. The failure of any beneficiary hereof to enforce any provision of the Declaration shall in no event be construed as a waiver of the right by that beneficiary or any other to do so thereafter, as to the same or a similar violation occurring prior to or subsequent thereto. No liability shall attach to the Sponsor, the Association, or any officer, director, employee, Member, agent, committee or committee member thereof, or to any other person or organization for failure to enforce the provisions of the Declaration.

Section 11.04. Obligation and Lien for Cost of Enforcement by Association. If the Association or any other party successfully brings an action to extinguish a violation or otherwise enforce the provisions of the Declaration, or the rules and regulations promulgated hereto, the costs of such action, including legal fees, shall become a binding, personal obligation of the violator. If such violator is (i) the Owner, (ii) any family member, tenant, guest or invitee of the Owner, (iii) a family member or guest or invitee of the tenant of the Owner, or (iv) a guest or invitee of (1) any member of such Owner's family or (2) any family member of the tenant of such Owner, such costs shall also be a lien upon the Lot or other portion of the Property owned by such Owner, if any. This paragraph shall not be applicable to any action brought by the Association against the Sponsor.

Section 11.05. Inspection and Entry Rights. Any agent of the Association or the Architectural Committee may at any reasonable time or times, upon not less than 24 hours' notice to the Owner, enter upon a Lot or other portion of the Property to inspect the improvements thereon for the purpose of ascertaining whether the maintenance, construction or alteration of structures or other improvements thereon comply with the Declaration, or with rules and regulations issued pursuant hereto. Neither the Association nor any such agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

In addition to the above, if the Architectural Committee determines that it is necessary to trim, cut or prune any tree, hedge or other planting because its location or the height to which, or the manner in which it has been permitted to grow is unsightly, detrimental or potentially detrimental to persons or property, obscures the view of street traffic, or is otherwise in violation of this Declaration, the Association shall notify the Owner of the Lot or other portion of the Property who shall be obliged to remedy the violation. If the Owner fails to remedy the violation within 30 days after such notice is given, then the Association may take such remedial action at the expense of the Owner.

Section 11.06. Default Notices to be Sent to Mortgagees. Each Owner shall notify the Association of the name of the mortgagee of any mortgage on such Owner's Lot. Upon receipt of such notice, the Association shall thereafter

endeavor to provide such mortgagee with a duplicate copy of any notice of default sent to such Owner with regard to the violation by such Owner of any provision of this Declaration.

Section 11.07. Amending or Rescinding. Unless otherwise specifically provided for herein, this Declaration may be amended or rescinded upon the consent in writing of the Owners of not less than two-thirds (2/3) of all Lots which are subject to this Declaration. In addition, so long as the Sponsor owns a Lot subject to this Declaration, the written consent of the Sponsor will be required for any amendment which adversely affects the interest of the Sponsor.

In voting for such amendment or rescission, the Members voting rights shall be as set forth in Article III hereof.

The Owners of every Lot shall receive written notice of every proposed amendment or rescission at least 30 days prior to the date set for voting on said proposed amendment or rescission.

In addition to the approval of the Lot Owners and Sponsor, as provided for herein, no amendment or rescission which substantially affects the interest of any lending institutions shall become effective if lending institutions, which together are mortgagees on one-third (1/3) or more of the Lots, advise the Association in writing, prior to the date set for voting on the proposed amendment, that they are opposed to such amendment, which opposition must not be unreasonable. Written notice of any proposed amendment or rescission which substantially affects the interest of any lending institution first mortgagee shall be sent to all such lending institution first mortgagees whose names appear on the records of the Association at least 30 days prior to the date set for voting on the proposed amendment or rescission.

Section 11.08. When Amendment or Rescission Become Effective. Any amendment or rescission to this Declaration shall not become effective until the instrument evidencing such change has been duly recorded in the office of the Monroe County Clerk. Such instrument need not contain the written consent of the required number of Owners, but shall contain a certification by the Board of Directors of the Association that the consents required for such amendment have been received and filed with the Board.

Section 11.09. Duration. The provisions of this Declaration shall, unless amended or rescinded as hereinbefore provided, continue with full force and effect against both the Property and the Owners thereof until December 31, 2035, and, as then in force, shall be automatically, and without further notice, extended for successive periods of ten (10) years, except as otherwise set forth herein.

Section 11.10. Construction and Interpretation. The Association shall have the right to construe and interpret the provisions of this Declaration and, in the absence of adjudication by a court of competent jurisdiction to the contrary, its construction or interpretation shall be final and binding as to all persons or property benefited or bound by the provisions.

Any conflict in construction or interpretation between the Association and any other person or entity entitled to enforce the provisions hereof shall be resolved in favor of the construction or interpretation of the Association. The Association may adopt and promulgate reasonable rules and regulations regarding the administration, interpretation and enforcement of the provisions of this Declaration. In so adopting and promulgating such rules and regulations, and making and finding, determination, ruling or order or in carrying out any directive contained herein relating to the issuance of permits, authorizations, approvals, rules or regulations, the Association shall take into consideration the best interest of the Owners and other residents of the Property to the end that the Property shall be preserved and maintained as a high quality community.

In granting any permit, authorization or approval, as herein provided, the Association may impose any conditions or limitations thereon as they shall deem advisable under the circumstances in each case in light of the consideration set forth in the immediately preceding paragraph hereof.

Section 11.11. Conflict with Municipal Laws. The protective covenants, conditions and restrictions set forth herein shall not be taken as permitting any action or thing prohibited by the applicable zoning laws, or the laws, ordinances, rules or regulations of any governmental authority, or by specific restrictions imposed by any deed or lease.

Section 11.12. Change of Conditions. No change of conditions or circumstances shall operate to amend any of the provisions of this Declaration, and the same may be amended only in the manner provided herein.

Section 11.13. Invalidity of Agreement or Declaration. The determination by any court of competent jurisdiction that any provision hereof is unenforceable, invalid or void shall not affect the enforceability or validity of any other provision hereof.

ARTICLE XII

GENERAL

Section 12.01. Headings and Captions. The headings and captions contained in this Declaration are for convenience only and shall not affect the meaning or interpretations of the content thereof.

Section 12.02. Right Reserved to Impose Additional Protective Covenants. The Sponsor reserves the right to record additional protective covenants and restrictions prior to the conveyance of any lands encumbered by this Declaration.

Section 12.03. Notice. Any notice required to be sent to the Sponsor, Owner or mortgagee under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as the Sponsor, Owner or mortgagee on the records of the Association at the time of such mailing.

Section 12.04. Right of Association to Transfer Interest. Notwithstanding any other provision herein to the contrary, the Association and its successors, shall at all times have the absolute right to fully transfer, convey and assign its right, title and interest under this Declaration to any successor not-for-profit corporation or trust, and upon such assignment the successor corporation or trust shall have all the rights and be subject to all the duties of said Association as set forth in this Declaration and shall be deemed to have agreed to be bound by all provisions hereof, to the same extent as if the successor corporation or trust had been an original party and all references herein to the Board of Directors or Trustees of such successor corporation or trust. Any such assignment shall be accepted by the successor corporation or trust under a written agreement pursuant to which the successor corporation or trust expressly assumes all the duties and obligations of the Association. If the Association, for any reason, shall cease to exist without having first assigned its rights hereunder to a successor corporation or trust, the covenants, easements, charges and liens imposed hereunder shall nevertheless continue and any Owner may petition a court of competent jurisdiction to appoint a trustee for the purpose of organizing a not-for-profit corporation or trust to take over the duties and responsibilities of the entity to exist, subject to the conditions provided for herein with respect to an assignment and delegation to a successor corporation or trust.

Section 12.05. Right of Association To Transfer Functions. Unless otherwise specifically prohibited herein or within the Certificate of Incorporation or By-Laws of the Association, any and all functions of the Association shall be fully transferable in whole or in part to any other homeowners or residents association or similar entity.

PRIDE MARK HOMES, INC.

By: _____
James P. Barbato, President

GREENBRIAR CROSSING ASSOCIATION, INC.

By: _____
James P. Barbato, President

STATE OF NEW YORK)
COUNTY OF MONROE) ss.:

On the _____ day of _____ in the year 201__ before me, the undersigned, a Notary Public in and for said State, personally appeared James P. Barbato personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

Schedule A
Legal Description

**CERTIFICATE OF INCORPORATION
OF
GREENBRIAR CROSSING ASSOCIATION, INC.**

Under Section 402 of the Not-for-Profit Corporation Law

The undersigned, being at least 18 years of age and desiring to form a not-for-profit corporation under the Not-for-Profit Corporation Law of the State of New York, hereby certifies that:

1. The name of the Corporation is Greenbriar Crossing Association, Inc.
2. The Corporation is a corporation as defined in subparagraph (5) of paragraph (a) of section 102 of the Not-for-Profit Corporation Law in that it is not formed for pecuniary profit or financial gain and no part of the assets, income or profit of the Corporation shall be distributable to, or inure to the benefit of, its members, directors or officers, or any private person, except to the extent permissible under the Not-for-Profit Corporation Law. The Corporation is a non-charitable corporation under section 201 of the Not-for-Profit Corporation Law.
3. The Corporation is a homeowners association formed to promote and provide for the maintenance, preservation, and architectural control of the homes and common area of Greenbriar Crossing Subdivision, Webster, Monroe County, New York (the "Property"), and to promote the health, safety, and welfare of the residents of the community.
4. In furtherance of, and not in limitation of, the purposes of the Corporation, the Corporation shall have all the powers now or hereafter granted to non-charitable corporations under the Not-for-Profit Corporation Law and any successor statute, including, without limiting the generality of the foregoing, the power to acquire, invest in, hold, sell, exchange and dispose of real and personal property of all kinds and varieties and interests, including security interests and mortgages therein.
5. The Corporation is not formed to engage in any activity or for any purpose requiring consent or approval of any State official, department, board, agency or other body. No such consent or approval is required. Further, the Corporation is not formed to operate a hospital, drug maintenance program, certified home health agency, health maintenance organization or to provide hospital or health related services, or to offer a comprehensive health services plan as any of the foregoing are respectively defined in Articles 28, 33, 36, and 44 of the Public Health Law.
6. The office of the Corporation will be located in the County of Monroe, State of New York.
7. The three initial directors of the corporation until the first annual meeting are as follows:
 - a. James P. Barbato with an business address of 1501 Pittsford-Victor Road, Suite 200, Victor, NY 14564
 - b. James R. Barbato with an business address of 1501 Pittsford-Victor Road, Suite 200, Victor, NY 14564
 - c. Nancy Olson with an business address of 1501 Pittsford-Victor Road, Suite 200, Victor, NY 14564

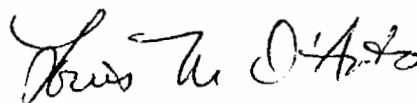
8. The Secretary of State is designated as the agent of the Corporation upon whom process against it may be served. The post office address to which the Secretary of State shall mail a copy of any process against the Corporation served upon him is 1501 Pittsford-Victor Road, Suite 200, Victor, NY 14564.

9. Every person or entity who is a record owner of a fee interest in any Lot in the Property which is subject by covenants of record (the "Declaration") to assessments by the Corporation, including contract vendors, and, in addition, the Sponsor, so long as it shall be the record owner of a fee interest in any Lot in the Property, whether or not subject to assessments by the Corporation, shall be a member of the Corporation. The Corporation shall have two (2) classes of membership. No person shall be a member of the Corporation solely on account of ownership of an interest in a Lot in the Property solely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from record fee ownership of any Lot in the Property subject to assessment by the Corporation.

10. Neither this Certificate of Incorporation nor the Corporation's By-Laws shall be amended in any manner which conflicts with the Declaration.

11. Upon dissolution of the Corporation other than incident to a merger or consolidation, no part of the assets of the Corporation nor any of the proceeds thereof shall be distributed to the members, officers or directors of the Corporation as such, but all such property and proceeds shall, subject to the discharge of the Corporation's liabilities, be distributed as directed by the members of the Corporation to a public agency to be used for not-for-profit purposes similar to those for which the Corporation was created or for the general welfare of the residents of the municipality in which the Property is located or to a corporation, association, trust or other organization not organized for profit and operated exclusively for the promotion of social welfare, subject to the approval of a Justice of the Supreme Court of the State of New York.

IN WITNESS WHEREOF, the undersigned has subscribed and affirmed this Certificate as true under the penalties of perjury this March 1, 2021.



Louis M. D'Amato
Woods Oviatt Gilman LLP
1900 Bausch & Lomb Place
Rochester, New York 14604

CERTIFICATE OF INCORPORATION
OF
GREENBRIAR CROSSING ASSOCIATION, INC.

Under Section 402 of the Not-for-Profit Corporation Law

WOODS OVIATT GILMAN LLP
1900 BAUSCH & LOMB PLACE
ROCHESTER, NEW YORK 14604

By-Laws

establishing

Greenbriar Crossing Association, Inc.

Pride Mark Homes, Inc.
1501 Pittsford Victor Road
Victor, New York 14564

Sponsor

Woods Oviatt Gilman LLP
1900 Bausch & Lomb Place
Rochester, New York 14604

Attorneys for the Sponsor

TABLE OF CONTENTS

ARTICLE I.	NAME AND LOCATION
ARTICLE II.	DEFINITIONS
ARTICLE III.	MEMBERS
ARTICLE IV.	MEETINGS OF MEMBERS; VOTING
ARTICLE V.	BOARD OF DIRECTORS
ARTICLE VI.	OFFICERS
ARTICLE VII.	COMMITTEES
ARTICLE VIII.	FINANCE
ARTICLE IX	BOOKS AND RECORDS
ARTICLE X	CORPORATE SEAL
ARTICLE XI	AMENDMENTS
ARTICLE XII	INDEMNIFICATION

**BY-LAWS
OF
GREENBRIAR CROSSING ASSOCIATION, INC.**

ARTICLE I

NAME AND LOCATION

SECTION 1.01 Name and Location. The name of the corporation is the GREENBRIAR CROSSING ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the Association shall be located in the Village of Webster, County of Monroe and State of New York.

ARTICLE II

DEFINITIONS

As used in these By-Laws, the following terms shall have the definitions ascribed to them below:

SECTION 2.01 Association. GREENBRIAR CROSSING ASSOCIATION, INC., a New York not-for-profit corporation.

SECTION 2.02 Declaration. The document entitled "Declaration of Protective Covenants, Conditions, Restrictions, Easements, Charges and Liens" imposed by the Sponsor of the Property, as defined below, as it may from time to time be supplemented or amended in the manner provided for in said Declaration.

SECTION 2.03 Lot. Any portion of the Property identified as a separate parcel on the tax records of the Village of Webster or shown as a separate lot upon any recorded or filed subdivision map, with the exception of Association Property as defined in the Declaration.

SECTION 2.04 Member. Every person or entity who is a record owner of a fee interest in any Lot which is subject by covenants of record to assessments by the Association, including contract vendors and, in addition, the Sponsor, as that term is defined in the Declaration, so long as it shall be the record owner of a fee interest in any Lot subject to the Declaration, whether or not subject to assessments by this Association. No person, however, shall be a member of the Association solely on account of ownership of an interest in a Lot solely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from record fee ownership of any Lot subject to assessment by the Association.

SECTION 2.05 Property. All property within Greenbriar Crossing.

SECTION 2.06 Sponsor. Pride Mark Homes, Inc., its successors and assigns.

SECTION 2.07 Townhome. A single family dwelling on the property that is attached to at least one (1) or more townhomes by means of a party wall or otherwise.

ARTICLE III

MEMBERS

SECTION 3.01 Membership in the Association. The Members of the Association shall be the Owners of Lots within the Property, provided that any person or entity holding such interest merely as security for the performance of an obligation shall not be a Member. The Association shall have two (2) classes of Membership. Class A members shall be all Owners of Lots except the Sponsor and the sole Class B member shall be the Sponsor or assignee. The Class B membership shall be the only class of membership entitled to vote for the election of directors, the transaction of any corporate business or any other matter until all Lots owned by Sponsor, including Lots incorporated by subsequent amendment to the Declaration, are transferred by the Sponsor, or until 15 years following the recording of the Declaration, whichever shall first occur. Immediately thereafter, the Sponsor's Class B membership shall be converted into Class A membership without further act or instrument and the Class A membership shall have full voting rights.

SECTION 3.02 Right of Sponsor to Assign; Otherwise No Assignment. Sponsor may assign its membership in the Association to any person, corporation, association, trust or other entity, and such assignee, and any future assignee of such membership may make successive like assignments. Memberships in the Association shall not otherwise be transferable or assignable.

ARTICLE IV

MEETINGS OF MEMBERS; VOTING

SECTION 4.01 Annual Meeting. There shall be an Annual Meeting of the Members on the first Tuesday of March at 8:00 p.m., or at such other date and time and at such other place convenient to the Members as shall be designated by the Board of Directors, which meeting shall be for the purpose of electing Directors and for the transaction of such other business as may come before the meeting. If the date fixed for the annual Meeting shall be a legal holiday, the meeting shall be held on the first day following, which is not a legal holiday. Failure to hold an Annual Meeting at the designated time shall not, however, invalidate the corporate existence or affect otherwise valid corporate acts.

SECTION 4.02 Special Meetings. Special Meetings of the Members may be called at any time by the President or the Board of Directors, and shall be called by the Secretary of the Association at the request in writing of Members of the Association holding not less than the ten percent (10%) of the votes entitled to be cast at the meeting.

SECTION 4.03 Notice of Meetings. Not less than ten (10) days or more than 30 days before the date of any Annual or Special Meeting of Members, the Association shall give to each Member written or printed notice stating the time and place of the meeting and, in the case of a Special Meeting, indicating that it is being issued by or at the direction of the person or persons calling the meeting and the purpose or purposes for which the meeting is called. Such notice shall be delivered either by mail or by presenting it to the Member personally, or by leaving it at such Member's residence as shown on the records of the Association. If mailed, such notice shall be deemed to be given when deposited in the United States mail, postage prepaid, addressed to the Member at his or her post office address as it appears on the records of the Association. Notwithstanding the foregoing provision, a waiver of notice in writing, signed by the person or persons entitled to such notice, whether before or after such meeting is held, or actual attendance at the meeting in person without objection to lack or deficiency of notice prior to the conclusion of the meeting, shall be deemed equivalent to the giving of such notice to such persons. Any meeting of Members, Annual or Special, may adjourn from time to time to reconvene at the same or some other place, and no notice need be given of any such adjourned meeting other than by announcement at the meeting at which the adjournment is taken.

SECTION 4.04 Voting Rights. The Class B membership shall be the only class of membership entitled to vote for the election of directors, the transaction of any corporate business or any other matter until all Lots owned by Sponsor are transferred by the Sponsor, or until 15 years following the recording of the Declaration, whichever shall first occur. Immediately thereafter, the Sponsor's Class B membership shall be converted into Class A membership without

further act or instrument and the Class A membership shall have full voting rights, and each Member shall have one vote, regardless of the number of Lots owned.

SECTION 4.05 Quorum and Vote. The presence in person or by proxy of Members having not less than one-half (1/2) of the total votes of the Membership entitled to vote shall constitute a quorum at any meeting. However, if a meeting cannot be held because a quorum is not present, the majority of the Members present, either in person or by proxy, may, without notice other than announcement to those physically present, adjourn the meeting to a time not less than 48 hours later, until a quorum shall be present in person or by proxy, with the quorum required for each reconvened meeting being one-half (1/2) of the quorum required for the previous meeting, but never less than one-tenth (1/10) of the total votes of the Membership entitled to vote. Directors shall be elected by the affirmative vote of Members entitled to vote and casting a plurality of the vote cast at a meeting of Members. With respect to all acts other than the election of Directors, the act of Members casting a majority of the votes cast at a meeting shall be the act of the Members unless the act of a greater or lesser number is required by law, or by the Certificate of Incorporation of the Association, the Declaration or these By-Laws.

SECTION 4.06 Voting Regulations. The Board of Directors of the Association may make such regulations, consistent with the terms of the Declaration, the Certificate of Incorporation, these By-Laws and the Not-for-Profit Corporation Law of the State of New York, as it deems advisable for any meeting of the Members, in regard to proof of membership in the Association, evidence of right to vote, the appointment and duties of inspectors of votes, registration of Members for voting purposes and such other matters concerning the conduct of meetings and voting as it shall deem appropriate.

SECTION 4.07 Entity Members. Any votes of an entity member may be cast by an appropriate partner, member, or officer of such entity.

SECTION 4.08 Joint or Common Ownership. Any one (1) joint or common fee owner of a Lot shall be entitled to cast the vote with respect to the Lot so owned, but all such joint or common owners shall together cast only one (1) vote for each Lot conferring voting rights. If the owners are unable to determine how the vote shall be cast, no vote shall be cast.

SECTION 4.09 Absentee Ballots. On any matter submitted to the Members for vote, other than the election of Directors of the Association, any Member entitled to vote may cast a vote without attending the meeting in question by filing a written statement with the Board of Directors prior to the meeting in question, specifying the issue on which the Member intends to vote and that the Member votes for or against the same. Members unable to attend a meeting at which Directors of the Association are to be elected shall be entitled to file an absentee ballot if so provided by the Board of Directors, or may vote by a proxy which shall be in writing and shall be filed with the Secretary of the Association.

SECTION 4.10 Waiver and Consent. Wherever the vote of the membership is required by law or by the Certificate of Incorporation of the Association, the Declaration or these By-Laws, to be taken in connection with any action of the Association, the meeting and vote of the membership may be dispensed with if all Members who would have been entitled to vote upon the action if such meeting were held shall consent in writing to such action being taken.

ARTICLE V

BOARD OF DIRECTORS

SECTION 5.01 Number of Directors. The business and affairs of the Association shall be managed by the Board of Directors. The number of Directors of the Association shall be five (5), except that an initial Board of three (3) Directors shall be designated by the Sponsor. The initial Board of Directors shall hold its first meeting within 30 days of transferring title to the first Lot. The initial Board of Directors shall serve until the first annual meeting after the Sponsor no longer has an interest in a Lot then subject to the terms of the Declaration. Directors need not be Members.

SECTION 5.02 Nominations. Nominations for election to the Board of Directors shall be made by a Nominating Committee which shall consist of a chairman, who shall be a member of the Board of Directors, and two (2) or more Members of the Association. Nominations also may be made from the floor at the Annual Meeting of the Association. The members of the Nominating Committee shall be appointed by the Board of Directors at least thirty (30) days prior to each Annual Meeting of the Members and shall serve only to make the nominations for Directors to be elected at that meeting.

The Nominating Committee shall make as many nominations for election of the Board of Directors as it shall determine, in its sole discretion, but not less than the number of vacancies that are to be filled and such nomination may be made from Members of the Association.

SECTION 5.03 Election. At the first Annual Meeting after the Sponsor relinquishes control of the Board of Directors, that is when it no longer has an ownership interest in a Lot then subject to the Declaration, the Members shall elect three (3) Directors for a term of two (2) years and two (2) Directors for a term of one (1) year. At each Annual Meeting thereafter, the Members shall replace those Directors whose terms have expired and elect such successor Directors for a term of two (2) years. Voting shall be by secret written ballot which shall:

- a. Set forth the number of vacancies to be filled;
- b. Set forth the names of those nominated by the Nominating Committee to fill such vacancies; and
- c. Contain space for a write-in for each vacancy. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

SECTION 5.04 Vacancies. Any vacancy occurring in the initial or any subsequent Board of Directors may be filled at any meeting of the Board of Directors by the affirmative vote of a majority of the remaining Directors (although less than a quorum) or by a sole remaining Director and, if not previously filled, shall be filled at the next succeeding meeting of the Members of the Association. Any Director elected to fill a vacancy shall serve as such until the expiration of the term of the Director whose vacancy such person was elected to fill. Any vacancy occurring by reason of an increase in the number of Directors may be filled by action of a majority of the entire Board of Directors and any Director so elected shall hold office until the next meeting of Members or until a successor is elected and qualifies.

SECTION 5.05 Removal. At any meeting of Members, duly called at which a quorum is present, the Members may, by the affirmative vote of not less than two-thirds (2/3) of the Members entitled to vote, remove any Director or Directors from office with or without cause and may by plurality vote elect the successor or successors to fill any resulting vacancies for the unexpired term or terms of the removed Director or Directors. In addition the other Directors may, by the affirmative vote of not less than two-thirds (2/3) of the other Directors, declare the position of the Director vacant in the event the person filling such position shall be absent from three (3) consecutive meetings. This paragraph shall not apply to board members appointed by Sponsor.

SECTION 5.06 Compensation. Directors shall not receive any compensation or salary for their services. Any Director may be reimbursed for his actual expenses incurred in the performance of his duties. A Director who serves the Association in any capacity other than as a Director or officer, however, may receive compensation therefor.

SECTION 5.07 Regular Meetings. Regular Meetings of the Board of Directors shall be held monthly without notice at such places and at such times convenient to the Directors as may be designated from time to time by resolution of the Board of Directors. Should such meeting date fall on a legal holiday, that meeting shall be held at the same time on the next day which is not a legal holiday.

SECTION 5.08 Special Meetings. Special Meetings of the Board of Directors may be called at any time at the request of the President or any two (2) Directors after not less than two-(2) days' notice to each Director. The person or persons authorized to call such Special Meeting of the Board may fix any place convenient to the Directors as a place for

holding such Special Meeting. Any Director may, in writing signed by such Director before or after the time of the Special Meeting stated therein, waive notice of any Special Meeting. The attendance of a Director at any Special Meeting without objection to lack or deficiency of notice prior to the conclusion of such meeting shall constitute a waiver of notice of such Special Meeting. Neither the business to be transacted at, nor the purpose of any Special Meeting need be specified in the notice or waiver of notice of such meeting, unless specifically required by law, by the Certificate of Incorporation of the Association or by these By-Laws.

SECTION 5.09 Quorum and Voting. At all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, except as otherwise required by law, by the Certificate of Incorporation of the Association or by these By-Laws. Except in cases in which it is provided otherwise by law, by the Certificate of Incorporation or by these By-Laws, a vote of a majority of Directors present at a duly constituted meeting shall be sufficient to elect and pass any measure. In the absence of a quorum, the Directors present may adjourn the meeting from time to time by majority vote and without further notice, until a quorum shall attend. At any such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted as originally called.

SECTION 5.10 Informal Action by Directors. Any action required or permitted to be taken by a meeting of the Board of Directors or of any committee thereof may be taken without a meeting, provided a written consent to such action is signed by all members of the Board of Directors or of such committee, as the case may be. Such written consent shall be filed with the minutes of proceedings of the Board or committee.

SECTION 5.11 Powers of the Board. The Board of Directors may exercise all the powers of the Association, except such as are conferred upon or reserved to the Members by statute or by the Certificate of Incorporation or these By-Laws. The powers, duties and authority of the Board of Directors shall specifically include, but shall not be limited to, the following:

- a. To determine, levy and collect the assessments and common charges as provided for in the Declaration.
- b. To collect, use and expend the assessments and charges collected for the maintenance, care and preservation and operation of the property of the Association as permitted by the Declaration.
- c. To procure and maintain adequate liability insurance covering the Association, its Directors, Officers, agents and employees and to procure and maintain adequate hazard insurance on such of the Association's real and personal properties and the Townhomes as it deems appropriate.
- d. To repair, restore or alter the properties of the Association or such other improvements for which the Association may now or hereafter have such responsibility under the Declaration, as amended, after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings.
- e. To promulgate rules and regulations relating to the use, operation and maintenance of the Association Property for the safety and convenience of the users thereof or to enhance the preservation and use of facilities or which, in the discretion of the Association, shall serve to promote the best interests of the Members and to establish and enforce penalties for infractions thereof.
- f. To collect delinquent assessments by suit or otherwise, to abate nuisances and to enjoin or seek damages from Members for violations of the provisions of the Declaration or of any rules or regulations of the Association.
- g. To pay all expenses incurred by the Association and all taxes owing by the Association.

- h. To declare the office of a member of the Board of Directors to be vacant in the event such Member shall be absent from three (3) consecutive meetings of the Board of Directors.
- i. To keep a complete record of the actions of the Board of Directors and the corporate affairs of the Association and such other records as it deems appropriate.
- j. To issue, or cause to be issued, upon request by any person, an "Assessment Certificate" as provided in the Declaration, setting forth the status of payment of assessment for any Lot.
- k. To grant easements or rights of way to any public or private utility corporation, governmental agency or political subdivision with or without consideration.
- l. To dedicate or transfer all or any part of the land which it owns for such purposes and subject to such conditions as may be agreed to by the Association and the transferee. Such a conveyance shall, however, require the consent of two-thirds (2/3) of the total votes of all Members at any meeting duly called and held or who shall vote upon written ballot which shall be sent to every Member not less than 30 days nor more than 60 days in advance of the canvass thereof. In addition, no such conveyance shall be made if lending institutions which together are first mortgagees on 33-1/3% or more of the Lots advise the Association in writing, prior to the date set for voting on the proposed conveyance, that they disapprove such conveyance, which disapproval must not be unreasonable. Written notice of any proposed conveyance shall be sent to all lending institution first mortgagees not less than 30 days nor more than 60 days prior to the date set for voting on the proposed conveyance.
- m. To enter into agreements, reciprocal or otherwise, with other homeowners and residents associations, condominiums and cooperatives for the use of or sharing of facilities. Such agreements shall require the consent of two-thirds (2/3) of the total votes of all Members voting upon written ballot which shall be sent to every Member not less than 10 days nor more than 60 days in advance of the vote on the proposed agreement.
- n. To exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the Members by other provisions of these By-Laws, the Certificate of Incorporation or the Declaration.

SECTION 5.12 Duties of the Board. It shall be the duty of the Board of Directors to:

- a. Cause to be kept a complete record of all its acts and corporate affairs and to regularly present a written report thereon in compliance with New York statutes to the Members at the annual Meeting of the Members, or at any Special Meeting to present a written report only when same is requested in writing by at least one-fourth (1/4) of the Members who are entitled to vote.
- b. Supervise all officers, agents and employees of the Association and to see that their duties are properly performed.
- c. As more fully provided in the Declaration now or as hereafter amended or supplemented, to:
 - (1) Fix the amount of Special Assessments and Maintenance Assessments and other assessments to be assessed and levied against each Lot at the time or times and in the manner provided in the Declaration.
 - (2) Send written notice of each assessment to every owner of a Lot subject thereto at the time and in the manner provided in the Declaration.

(3) Foreclose the lien against any Lot for which assessments are not paid within 30 days after their due date, and to bring an action at law against the Member thereof personally obligated to pay the same.

d. Issue, or cause an appropriate officer to issue, upon demand by any person, a Certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these Certificates. If a Certificate states an assessment has been paid, such Certificate shall be conclusive evidence of such payment.

e. Procure and maintain adequate liability and hazard insurance for the Association Property, and if it so opts for the Townhomes.

f. Cause the Association Property, and on the default of the Lot Owner, the exteriors of the Townhomes to be maintained.

g. Cause all officers or employees having fiscal responsibilities to be bonded, as the Board of Directors may deem appropriate.

h. Prepare annual finance statements of the Association which are to be mailed to each Member by March 15th of each year.

SECTION 5.13 Performance of Duties: Conflict of Interests. The Directors and Officers of the Association may freely make contracts, enter transactions or otherwise act for and in behalf of the Association relating to or incidental to its operations, notwithstanding the fact that they may also be acting as individuals or as Directors of the Association and as agents for other persons or business concerns or may be interested therein as stockholders of said corporations or business concerns or otherwise, provided, however, that all such dealings shall at all times be at arm's length for and in the best interests of the Association and otherwise lawful.

ARTICLE VI

OFFICERS

SECTION 6.01 Officers. The officers of the Association shall be the President (who shall be a member of the Board of Directors), one (1) or more Vice Presidents (the number to be determined by the Board of Directors), the Secretary and the Treasurer and shall be appointed by the Board of Directors. The Board of Directors may elect such other officers as it shall deem desirable, such officers to have the authority to perform the duties prescribed from time to time by the Board of Directors. Two (2) or more offices may not be held by the same person.

SECTION 6.02 Election. The election of officers shall take place at the first meeting of the Board of Directors following each Annual Meeting of the Members.

SECTION 6.03 Term and Vacancies. The officers of the Association shall be elected annually by the Board of Directors and each shall hold offices until his or her successor shall have been duly elected, unless he or she shall sooner resign, or shall be removed or otherwise be disqualified to serve. The vacancy in any office arising because of death, resignation, removal or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

SECTION 6.04 Resignation and Removal. Any officer may be removed by the Board of Directors, with or without cause, whenever, in the judgment of the Board, the best interests of the Association will be served thereby. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

SECTION 6.05 President. The President shall be the chief executive officer, shall supervise the work of the other officers, shall preside at all meetings of Members, shall preside at all meetings of Directors and shall perform such other duties and functions as may be assigned him or her. He or she may sign, in the name of the Association, any and all contracts or other instruments authorized by the Board or these By-Laws.

SECTION 6.06 Vice President. Any Vice President shall be capable of performing all of the duties of the President. He or she may sign, in the name of the Association, any and all contracts or other instruments authorized by the Board and shall perform such other duties and functions as may be assigned to him or her by the President or the Board.

SECTION 6.07 Secretary. The Secretary shall cause notices of all meetings to be served as prescribed in these By-Laws, shall record the votes and keep the minutes of all meetings, shall have charge of the seal and corporate records of the Association, and shall perform such other duties as are assigned to him or her by the President or the Board. Any Assistant Secretary shall be capable of performing all of the duties of the Secretary.

SECTION 6.08 Treasurer. The Treasurer shall have the custody of all moneys and securities of the Association and shall keep or cause to be kept regular books and records. He or she shall account to the President and the Board, whenever they may require it, with respect to all of his or her transactions as Treasurer and of the financial condition of the Association, and shall perform all other duties that are assigned to him or her by the President, the Board or these By-Laws.

SECTION 6.09 Other Officers. Such other officers as the Board may appoint shall perform such duties and have such authority as the Board may determine.

SECTION 6.10 Compensation. No executive officers of the Association shall receive any stated salary for their services, provided that nothing herein contained shall preclude any executive officer from serving the Association in any other capacity and receiving compensation therefor.

ARTICLE VII

COMMITTEES

SECTION 7.01 Committees of Directors. The Board of Directors, by resolution adopted by a majority of the Directors in office, may designate one (1) or more committees, each of which shall consist of two (2) or more Directors, which committees, to the extent provided in the resolution, shall have and exercise the authority of the Board of Directors in the management of the affairs of the Association provided, however, that no such committee shall have the authority of the Board of Directors to approve an amendment to the Certificate of Incorporation of the Association or to these By-Laws or a plan of merger or consolidation.

SECTION 7.02 Committees of the Association. The committees of the Association shall be the Architectural Standards Committee, the Nominating Committee and such other committees as the Board of Directors shall deem desirable. Each committee shall consist of a chairman and two (2) or more members and shall include a member of the Board of Directors. The Architectural Standards Committee shall have the duties and functions described for such committee in the Declaration.

SECTION 7.03 Rules. Each committee may adopt rules for its own government not inconsistent with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors.

ARTICLE VIII

FINANCE

SECTION 8.01 Checks. All checks, drafts and orders for the payment of money, notes and other evidences of indebtedness issued in the name of the Association shall, unless otherwise provided by resolution of the Board of Directors, be signed by the President or Treasurer and countersigned by one (1) Director of the Association, provided that the President or Treasurer and Director so signing are not the same person.

SECTION 8.02 Fiscal Year. The fiscal year of the Association shall be the twelve-(12) calendar months, ending December of each year, unless otherwise provided by the Board of Directors.

SECTION 8.03 Annual Reports. There shall be a full and correct statement of the financial affairs of the Association including a balance sheet and a financial statement of operation for the preceding fiscal year. Such report shall be submitted at the Annual Meeting of the Members and filed within 20 days thereafter at the principal office of the Association.

ARTICLE IX

BOOKS AND RECORDS

SECTION 9.01 Books and Records. The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, Certificate of Incorporation and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association.

ARTICLE X

CORPORATE SEAL

SECTION 10.01 Corporate Seal. The Association shall have a seal in circular form having within the circumference thereof the full name of the Association.

ARTICLE XI

AMENDMENTS

SECTION 11.01 Alteration, Repeal or Amendment. These By-Laws may be altered, repealed or amended and new By-Laws may be adopted at any regular or special meeting of the Members, by vote of a majority of Members entitled to vote present in person or by proxy or (except as to any matter affecting membership qualifications or voting rights) at any regular or special meeting of the Board of Directors or by the affirmative vote of a majority of the whole Board of Directors.

SECTION 11.02 Conflict with Certificate of Incorporation or with Declaration. In the case of any conflict between the Certificate of Incorporation and these By-Laws, the Certificate of Incorporation shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XII

INDEMNIFICATION

SECTION 12.01 Indemnification. To the extent permitted by law, the Association shall indemnify and hold harmless any person made a party to any proceeding by reason of the fact that such person is or was a Director or officer of the Association against any loss or expense incurred by said person by reason of such proceeding, including the settlement thereof, except in relation to matters which such person is adjudicated to be liable for gross misconduct in the performance of that person's duties.

Management Agreement

Agreement made this ____ day of _____, 2021.

IN CONSIDERATION OF THE COVENANTS HEREIN CONTAINED, **GREENBRIAR CROSSING ASSOCIATION, INC.**, hereinafter called "OWNER", the OWNER'S governing body, hereinafter called the "Board", and **PRIDE MARK HOMES, INC.**, hereinafter designated as "Agent", agree as follows:

1. EMPLOYMENT OF AGENT:

The OWNER hereby employs and appoints the Agent as the sole and exclusive management agent of the property known as **GREENBRIAR CROSSING TOWNHOMES**, Webster, New York, hereinafter referred to as "PROPERTY".

2. PURPOSE OF THIS AGREEMENT:

The OWNER represented by the Board, pursuant to the authority granted it in its Declaration and/or By-Laws to employ an agent to provide management services hereby authorized and empowers Pride Mark Homes, Inc., who desires to be employed, to carry out the management functions specifically enumerated within this agreement and none other. It is the desire of both the BOARD and the AGENT that they work together to attain mutually agreed upon objectives for the administrative, fiscal, and physical management of the OWNER'S subject PROPERTY.

3. TERMS OF THIS AGREEMENT:

- A. This Agreement shall be for a one-year period, commencing on the date of the first lot sale and ending the first day of the thirteenth month thereafter. This agreement may be terminated as outlined herein.
- B. The OWNER shall compensate the AGENT in the amounts of \$18.00 per unit per month, payable during the month incurred.
- C. The OWNER shall additionally compensate the AGENT for any services provided by its staff which are not specifically enumerated in this Agreement. It is also understood that the cost of all postage for letters, billings, and payments sent out on behalf of the OWNER, all postage for past-due notices, all copying of letters and notices for the OWNER, and all letterhead stationery, ledgers, ledger sheets, coupons, envelopes, checks, and other forms or supplies specifically used by or for the OWNER shall be an expense of the OWNER, and charged back by the AGENT at cost.

4. TERMINATION:

During the initial term of this Agreement, the Agent may be terminated as follows:

- A. By the OWNER, effective immediately upon notice, in the event a petition of bankruptcy is filed by or against the AGENT, or in the event that AGENT should make an assignment for the benefit of creditors or take advantage of any insolvency act;
- B. By the OWNER upon dissolution of AGENT.

During the initial term of the Agreement, the Agent may terminate this Agreement on 60 days' notice to the OWNER.

5. RESPONSIBILITIES OF THE AGENT:

A. ADMINISTRATIVE

1. If requested by the BOARD, on the basis of the budget, job standards, wage rates, employee benefits and expenses previously approved by the BOARD, the AGENT shall hire, pay, negotiate collective bargaining agreements with, supervise, and discharge all personnel required to maintain and operate the OWNER'S PROPERTY. All such personnel shall be employees of AGENT and will be subject to the personnel policy of the AGENT'S corporation.
2. Upon request of OWNER, the AGENT shall cover all its employees who handle or are responsible for the safekeeping of the OWNER'S money by a fidelity bond. The AGENT shall provide the BOARD proof of such bond annually upon request.
3. The AGENT shall maintain an accurate list of unit owners and tenants based upon the best information available to the AGENT.
4. The AGENT, at the OWNER'S expense, shall see that all unit owners and persons occupying the premises are informed with respect to such rules, regulations and notices as may be promulgated by the BOARD from time to time. Additionally, upon request of the BOARD, the AGENT shall notify any unit owner not in compliance of such rules and regulations of the fact of their noncompliance.
5. (a) The AGENT shall maintain appropriate records of all insurance coverage carried by the OWNER. The AGENT shall cooperate with the BOARD in investigating and reporting all accidents or claims for damage relating to the ownership, operation and maintenance of the PROPERTY of the OWNER, including any damage or destruction thereto.

(b) AGENT shall not be responsible for placement or maintenance of insurance coverage, and shall not be liable for any inadequacies therein.

B. FISCAL

1. The AGENT shall maintain a comprehensive system of office records, books, and accounts, which records shall be subject to examination by the authorized BOARD representative or their authorized agents at reasonable hours.
2. The AGENT shall receive, and as necessary, show receipts for all monthly assessments and other charges due to the OWNER for operation of the OWNER. The only responsibility that the AGENT has for the collection of delinquent assessments is as follows: On about the 15th of the month and again on or about the 25th of the month, send a past-due notice stating the current balance due the OWNER. If the delinquent balance due is not received by the AGENT by the fifteenth day of the following month, if requested by the BOARD, a list will be prepared by the AGENT and sent to the OWNER'S attorney for proper filing, and collection. As between AGENT AND OWNER, the costs of lien filing and subsequent costs in foreclosure of the lien, or other collection shall be an expense of the OWNER.
3. The AGENT shall deposit all moneys collected by it on behalf of the OWNER in the OWNER'S account in a state or national bank where the AGENT does business and where deposits are insured by the Federal Deposit Insurance Corporation.

4. (a) The AGENT shall pay all expense of operation and management (including, but not limited to, taxes, building and inspection fees, utility rates and other governmental charges, and all other charges or obligations incurred by the OWNER) with respect to the maintenance or operation of the PROPERTY or incurred by the AGENT on behalf of the OWNER pursuant to the terms of this Agreement (or pursuant to other authority granted by the OWNER) from the OWNER'S funds held by the Agent.

(b) In discharging this responsibility, the AGENT shall not create any obligations or make any direct expenditure exceeding five hundred dollars (\$500.00), without the prior consent of the OWNER. Notwithstanding the limitations imposed by the preceding sentence, the AGENT may on behalf of the OWNER without prior consent, expend or incur a contractual obligation in any amount required to deal with emergency conditions which may involve a danger to life or property or may threaten the suspension of any necessary service to the OWNER. Notwithstanding this authority as to emergency repairs, it is understood and agreed that the AGENT will, if at all possible, confer immediately with the BOARD regarding every such expenditure.

5. The AGENT shall maintain records showing all its receipts and expenditures relating to the OWNER and shall promptly submit to the BOARD cash receipts and disbursements statements for the preceding month on or before the twentieth day of the following month. The monthly statements submitted to the BOARD shall be in a format acceptable to the AGENT and the BOARD. The AGENT will provide copies of monthly financial reports to an external CPA firm if directed by the BOARD.

6. The AGENT shall prepare and submit to the BOARD upon thirty (30) days prior request, but no more than ninety (90) days in advance of each new fiscal year and no more than once each year, a recommended budget in format acceptable to the AGENT and the BOARD for the next year showing anticipated receipts and expenditures for such year by major account area. In preparation of such budget, the AGENT makes no claim as to the adequacy of any Reserve Accounts.

7. Within forty-five (45) days after the end of each fiscal year, the AGENT shall submit to the BOARD a summary of all receipts and expenditures relating to the OWNER for the preceding year, provided that this service shall not be construed to require the AGENT to supply an audit. An audit required by the OWNER shall be prepared at the OWNER'S expense by accountants of OWNER'S selection. Accountants for the OWNER shall, during normal working hours, have reasonable access to the books and records maintained by the AGENT for the OWNER.

8. The following are charges allowed for the other services provided by the AGENT, not included in this management agreement:

Coordination of Insurance	10% of claim (if provided for in claims in excess of \$10,000 insurance policy)
---------------------------	---

Coordination of Capital Improvements projects in	10% of project excess of \$10,000
--	-----------------------------------

Time spent for items not a part of this agreement:

Property Manager	\$50.00 per hour
------------------	------------------

Accountant	\$30.00 per hour
Secretary	\$20.00 per hour
Maintenance mechanic	\$30.00 per hour
Maintenance laborer	\$15.00 per hour

C. PHYSICAL

1. Whenever services of independent contractors are employed in connection with the maintenance of the PROPERTY, AGENT shall use its best efforts to secure such services at the best price available, taking into consideration the quality of the work done by, and the reliability of, such independent contractors. If an affiliate or division of AGENT is employed to render such services, the cost of such to OWNER shall not exceed the cost of the like services had they been procured in the open market.
2. The AGENT shall, subject to the direction of the BOARD and according to standards established by it, cause, at the expense of the OWNER, the OWNER'S common areas/elements to be maintained, repaired or replaced consistent with the character of the OWNER and its Declaration, and By-Laws.
3. The AGENT, with approval of the BOARD, shall purchase on behalf of the OWNER such equipment, tools, appliances, materials and supplies as are necessary for the proper operation and maintenance of the PROPERTY. All such purchases and contracts shall be in the name and at the expense of the OWNER.
4. Subject to the direction of the final approval by the BOARD, the AGENT shall negotiate and execute on behalf of the OWNER contracts for necessary and advisable services, including, but not limited to snow removal, trash removal, insurance coverage, ground maintenance, and maintenance of common elements.
5. The AGENT shall record all unit OWNER'S service requests for unit and common area problems and respond to these requests in a timely manner. As required, the AGENT shall review these requests with the BOARD.
6. The AGENT shall perform a routine inspection of the common elements and PROPERTY to insure that all terms of subcontracts and this agreement are being adhered to.
7. Notwithstanding any other provision of this Agreement, the AGENT has no authority or responsibility for maintenance of or repairs to those portions of individual dwelling units in the Association which are not defined as the responsibility of the OWNER pursuant to the Declaration of Restrictive Covenants of OWNER. Such maintenance and repairs shall be the sole responsibility of the OWNERS individually.

6. RESPONSIBILITIES OF THE OWNER:

- A. The OWNER shall, at the inception of this Agreement, and to the extent it is able, provide the AGENT with:
1. A copy of the Declaration, By-Laws, Rules and Regulations and all applicable policies and procedures.
 2. A copy of all insurance policies in force.

3. Opening general ledger balances and actual cash balances of all operating and reserve funds.
 4. Copies of all contracts/agreement in force.
 5. An up-to-date unit owner listing, including the addresses of nonresident owners, and renters.
 6. A listing of all past-due and prepaid unit owners.
 7. Banking resolutions/signature cards giving the AGENT signing authority on all existing bank accounts and/or new accounts to be established.
 8. Keys to common areas, site plans, building plans, utility layouts and the like.
- B. The OWNER shall deal with the AGENT only through its BOARD, and the BOARD shall designate a single individual and in his/her absence an alternate, who shall be authorized to deal with the AGENT on any matter relating to the management of the OWNER. The AGENT is directed not to accept directions or instructions with regard to management of the OWNER from anyone else, except the BOARD. In the absence of any other designation by the BOARD, the President of the BOARD shall have this authority.
- C. The OWNER agrees to carry, at his own expense, hazard, liability and fiduciary insurance adequate to protect its interest. The OWNER agrees to name the AGENT as additionally insured upon such insurance in form, substance and amounts reasonably satisfactory to the AGENT and to furnish AGENT with certificates evidencing existence of such insurance.

7. MUTUAL COVENANTS, CONDITIONS, RESTRICTIONS AND/OR LIMITATIONS.

- A. The Agent shall have no authority to make any structural changes in or to the PROPERTY of the OWNER or to make any other major alterations or additions in or to any building or equipment therein, except such emergency repairs as may be required because of danger to life or property or which are immediately needed for the preservation and safety of the OWNER or the safety of the OWNERS and occupants or are required to avoid the suspension of any necessary service to the OWNER, except upon authorization of the BOARD.
- B. The AGENT shall have no responsibility in the OWNER'S investigation of or implementation of additions or improvements to the PROPERTY.
- C. In the event it is alleged or charged that the OWNER or any equipment therein or any act or failure to act by the OWNER with respect to the OWNER or the sale, rental or other disposition thereof, or the hiring of employees to manage it fails to comply with, or is in violation of, any of the requirements of any constitutional provision, statute, ordinance, law or regulation of any governmental body or any order or ruling of any public authority or official thereof having or claiming to have jurisdiction there over, and the AGENT in its sole and absolute discretion considers that the action or position of the OWNER with respect thereof may result in damage or liability to the AGENT, the AGENT shall have the right to cancel this Agreement at any time by written notice to the OWNER of its election to do so, which cancellation shall not release the indemnities of the OWNER set forth herein and shall not terminate any liability or obligation of the OWNER to the AGENT for any payment, reimbursement or other sum of money then due and payable to the AGENT hereunder.
- D. The OWNER agrees to indemnify and hold harmless the AGENT from any claim or loss arising from personal injury, bodily injury, property damage, or alleged violations of any constitutional provision, statute, ordinance, law or regulation of any governmental body by reason of any cause other than the

AGENT'S gross negligence in performance of this Agreement either in or about the PROPERTY. The OWNER agrees to defend promptly and diligently, at its sole cost and expense, any such claim, action, or proceeding brought against the AGENT.

- E. The AGENT agrees to indemnify and hold harmless the OWNER from any claim or loss arising from personal injury, bodily injury, property damage, or alleged violations of any constitutional provision, statute, ordinance, law or regulation of any governmental body caused by the gross negligence of the AGENT, its representatives, servants or employees in the performance of this Agreement. The AGENT agrees to defend promptly and diligently, at its sole cost and expense, any such claim, action or proceeding brought against the OWNER.
- F. If the BOARD shall unreasonably interfere with the AGENT in the performance of its duties hereunder, or if the BOARD shall fail to take reasonable action to prevent interference by owners, or if the BOARD shall fail to promptly do any of the things required of it hereunder, including, but not limited to, the assessment of the unit owners in amount sufficient to pay in full the AGENT'S fee and to otherwise pay all of the sums set forth in the budget or otherwise, then the AGENT may, upon written notice to the BOARD, declare this agreement in default. Unless such default is cured by the BOARD, within thirty (30) days after such notice is given by the AGENT, this Agreement may be terminated by the AGENT.
- G. OTHER: Special detailed studies and reviews, requiring the Property Manager or other members of the AGENT'S staff, will be provided on a cost-not-to-exceed basis and agreed upon between BOARD and AGENT in advance.
- H. The AGENT has no responsibility for the compliance of the Association or any of its equipment with the requirements of any ordinances, laws, rules, or regulations (including those relating to the disposal of solid, liquid, and gaseous wastes) of the Village, Town, City, County, State or Federal Government, or any public authority or official thereof having jurisdiction over it, except to notify the BOARD promptly of, or forward to the BOARD promptly, any complaints, warnings, notices, or summonses received by it relating to such matters.
- I. The OWNER represent that to the best of its knowledge the Association complies with all such requirements, as named in Paragraph 7-H above, and authorize the AGENT to disclose the ownership of the Association to any such officials, and agree to defend, indemnify and hold harmless the AGENT, its representatives, servants, and employees, of and from all loss, cost, expense, and liability whatsoever which may be imposed on them or any of them by reason of any present or future violation or alleged violation of such laws, ordinances, rules, or regulations.
- J. Any notice required or permitted to be served hereunder may be served by registered mail or in person as follows:
 - 1. If to the AGENT:

Pride Mark Homes, Inc.
1501 Pittsford Victor Road, Suite 200
Victor, New York 14564
Attn: James P. Barbato, President
 - 2. If to the OWNER, to the President of the Board at his or her residence address.
 - 3. Either party may change the address for notice to the other party. Notice served by mail shall be deemed to have been served when deposited in the mails.

IN WITNESS WHEREOF, the parties hereto have affixed or caused to be affixed, their respective signatures the date first above written.

OWNER:

GREENBRIAR CROSSING ASSOCIATION, INC.

BY: _____
James P. Barbato, President

AGENT:

PRIDE MARK HOMES, INC.

BY: _____
James P. Barbato, President

SPONSOR'S CERTIFICATION

STATE OF NEW YORK)
COUNTY OF MONROE) SS:

Re: Greenbriar Crossing Association, Inc.

The undersigned, being duly sworn, depose and say as follows:

We are the sponsor and the principals of the sponsor of the homeowners association offering plan for the captioned property. We understand that we have primary responsibility for compliance with the provisions of Article 23-A of the General Business Law, the regulations promulgated by the Department of Law in Part 22, and such other laws and regulations as may be applicable.

We have read the entire offering plan. We have investigated the facts set forth in the offering plan and the underlying facts. We have exercised due diligence to form a basis for this certification.

We jointly and severally certify that the offering plan does, and that documents submitted hereafter by us which amend or supplement the offering plan will: (i) set forth the detailed terms of the transaction and be complete, current and accurate; (ii) afford potential investors, purchasers and participants an adequate basis upon which to found their judgment; (iii) not omit any material fact; (iv) not contain any untrue statement of a material fact; (v) not contain any fraud, deception, concealment, suppression, false pretense or fictitious or pretended purchase or sale; (vi) not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances; (vii) not contain any representation or statement which is false, where we: (a) knew the truth; (b) with reasonable effort could have known the truth; (c) made no reasonable effort to ascertain the truth; or (d) did not have knowledge concerning the representation or statement made.

We certify that the roads and/or sewers, and/or water lines, when constructed, will be in accordance with local government specifications for public roads. After completion of such amenities and before conveyance of the common property to the HOA, the plan will be amended to include a certification by an engineer or architect (who must be registered as an architect or be licensed to practice as a professional engineer in the jurisdiction where the HOA is located) stating that the roads and/or sewers, and/or water lines have, in fact, been constructed in accordance with local government specifications for public roads and indicating the date of completion. In the alternative, and/or if the construction of the roads and/or sewers and/or water lines has not been completed prior to conveyance to the HOA, a bond will be posted, funds will be escrowed, or other adequate security will be provided in an amount to be determined by an engineer licensed to practice as a professional engineer in the jurisdiction where the HOA is located which amount shall not be less than the amount required to complete such construction to the required specifications.

This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made. We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

Dated: June 9, 2021

Pride Mark Homes, Inc.

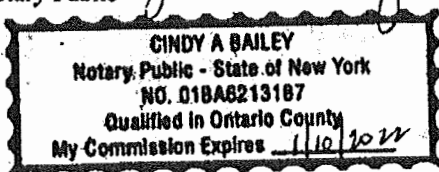
By: James P. Barbato

James P. Barbato, Pres.

James P. Barbato
James P. Barbato

Sworn to before me this
9 day of June, 2021

Cindy A Bailey
Notary Public





ENGINEERS • SURVEYORS • LANDSCAPE ARCHITECTS

ENGINEER'S CERTIFICATION

STATE OF NEW YORK)
COUNTY OF MONROE) SS:

Re: Greenbriar Crossing Association, Inc.

The undersigned, being duly sworn, depose and say as follows:

The Sponsor of the offering plan to convert the captioned property to HOA ownership retained our firm to prepare a report describing the construction of the property (the "Report"). We examined the building plans and specifications that were prepared by BME Associates dated April 16, 2021, and prepared the Report dated August 16, 2021, a copy of which is intended to be incorporated into the offering plan so that prospective purchasers may rely on the Report.

We are a licensed engineer in the State where the property is located.

We understand that we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Office of the Attorney General in Part 22 insofar as they are applicable to this Report.

We have read the entire Report and investigated the facts set forth in the Report and the facts underlying it with due diligence in order to form a basis for this certification. This certification is made for the benefit of all persons to whom this offer is made.

We certify that the Report:

(i) sets forth in narrative form the description and/or physical condition of the entire property as it will exist upon completion of construction, provided that construction is in accordance with the plans and specifications that we examined;

(ii) in our professional opinion the Report affords potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the description and/or physical condition of the property as it will exist upon completion of construction, provided that construction is in accordance with the plans and specifications that we examined;

(iii) does not omit any material fact;

(iv) does not contain any untrue statement of a material fact;

(v) does not contain any fraud, deception, concealment, or suppression;

(vi) does not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

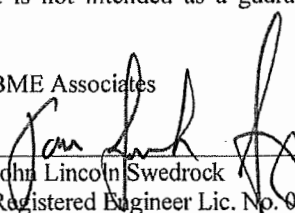
(vii) does not contain any representation or statement which is false, we: (a) knew the truth; (b) with reasonable effort could have known the truth; (c) made no reasonable effort to ascertain the truth; or (d) did not have knowledge concerning the representation or statement made.

We further certify that we are not owned or controlled by and have no beneficial interest in the sponsor and that our compensation for preparing this Report is not contingent on the conversion of the property to an HOA or on the profitability or price of the offering. This statement is not intended as a guarantee or warranty of the physical condition of the property.

Dated: August 16, 2021

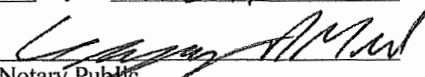
BME Associates

By:


John Lincoln Swedrock
Registered Engineer Lic. No. 089685

Affirmed to before me this

17 day of AUGUST, 2021.


Notary Public

GREGORY D. BELL
Notary Public, State of New York
No. 01BE6355546
Qualified in Wayne County
Commission Expires April 10, 2025



ARCHITECT'S CERTIFICATION

STATE OF NEW YORK)
COUNTY OF MONROE) SS:

Re: Greenbriar Crossing Association, Inc.

The undersigned, being duly sworn, depose and say as follows:

The Sponsor of the offering plan to convert the captioned property to HOA ownership retained our firm to prepare a report describing the construction of the property (the "Report"). We examined the building plans and specifications that were prepared by James Fahy Design dated June 3, 2021, and prepared the Report dated August 16, 2021, a copy of which is intended to be incorporated into the offering plan so that prospective purchasers may rely on the Report.

We are a licensed Architect in the State where the property is located.

We understand that we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Office of the Attorney General in Part 22 insofar as they are applicable to this Report.

We have read the entire Report and investigated the facts set forth in the Report and the facts underlying it with due diligence in order to form a basis for this certification. This certification is made for the benefit of all persons to whom this offer is made.

We certify that the Report:

(i) sets forth in narrative form the description and/or physical condition of the entire property as it will exist upon completion of construction, provided that construction is in accordance with the plans and specifications that we examined;

(ii) in our professional opinion the Report affords potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the description and/or physical condition of the property as it will exist upon completion of construction, provided that construction is in accordance with the plans and specifications that we examined;

(iii) does not omit any material fact;

(iv) does not contain any untrue statement of a material fact;

(v) does not contain any fraud, deception, concealment, or suppression;

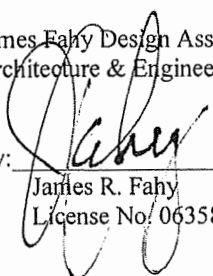
(vi) does not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(vii) does not contain any representation or statement which is false, we: (a) knew the truth; (b) with reasonable effort could have known the truth; (c) made no reasonable effort to ascertain the truth; or (d) did not have knowledge concerning the representation or statement made.

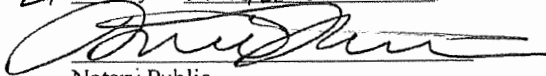
We further certify that we are not owned or controlled by and have no beneficial interest in the sponsor and that our compensation for preparing this Report is not contingent on the conversion of the property to an HOA or on the profitability or price of the offering. This statement is not intended as a guarantee or warranty of the physical condition of the property.

Dated: August 24, 2021

James Fahy Design Associates
Architecture & Engineering, P.C.

By: 
James R. Fahy
License No. 063585

Affirmed to before me this
24th day of August, 2021.


Notary Public

RICHARD F. STEVENS

NOTARY PUBLIC, State of New York
Monroe County, Reg. #01ST3845253
Commission Expires 8/30/2021

2024 w. henrietta rd. | suite 3k | rochester, ny 14623

office: (585) 272.1650

info@jamesfahy.com | www.jamesfahy.com

CERTIFICATION ON ADEQUACY OF BUDGET

STATE OF NEW YORK)
COUNTY OF MONROE) SS:

Re: Greenbriar Crossing Association, Inc.

The undersigned, being duly sworn, deposes and says as follows:

The sponsor of the homeowners association offering plan for the captioned property retained our firm to review Schedule A containing projections of income and expenses for the first year of operation as a homeowners association. Our experience in this field includes the management of properties for over 50 years, with approximately 36 residential and approximately 2 commercial developments and or associations currently under management.

We understand that we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Department of Law in Part 22 insofar as they are applicable to Schedule A.

We have reviewed the Schedule and investigated the facts set forth in the Schedule and the facts underlying it with due diligence in order to form a basis for this certification. We also have relied on my/our experience in managing residential/commercial property.

We certify the projections in Schedule A appear reasonable and adequate under existing circumstances, and the projected income appears to be sufficient to meet the anticipated operating expenses for the projected first year of operation as a homeowners association. We certify that the Schedule:

- (i) sets forth in detail the projected income and expenses for the first year of HOA operation;
- (ii) affords potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the first year of operation as a homeowners association;
- (iii) does not omit any material fact;
- (iv) does not contain any untrue statement of a material fact;
- (v) does not contain any fraud, deception, concealment, or suppression;
- (vi) does not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;
- (vii) does not contain any representation or statement which is false, where we: (a) knew the truth; (b) with reasonable effort could have known the truth; (c) made no reasonable effort to ascertain the truth; or (d) did not have knowledge concerning the representation or statement made.

We further certify that we are not owned or controlled by the sponsor.

We understand that a copy of this certification is intended to be incorporated into the offering plan. This statement is not intended as a guarantee or warranty of the income and expenses for the first year of operation as a homeowners association.

This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made. We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

Woodbridge Group, Management

Dated: July 19th, 2021

By: Thomas E. Carozzi
President

Sworn to before me this

19th day of July, 2021.

Jaimie Wood
Notary Public

JAIMIE WOOD
Notary Public, State of New York
Ontario County Reg. #01W06343588
Commission Expires 06/13/24

{8539488:}