

BUILDER'S WARRANTY

The Villas at Tyler Park

682 Westford St, Lowell, MA 01851

For good and valuable consideration, the undersigned warrantor hereby warrants to the owners designated in the caption hereof that the dwelling located at 11 Florence Avenue, Lowell, MA 01851, is constructed in substantial conformity with the plans filed with the Building Department for the City of Lowell, Massachusetts. This express warranty applies to defects in materials or workmanship reported in writing within one (1) year from the date of closing or occupancy, whichever occurs first. This express warranty is in addition to, and does not limit, any implied warranties under Massachusetts law, including but not limited to the implied warranty of habitability and good workmanship, which cannot be waived and run with the land to subsequent purchasers. Defects caused by normal shrinkage, expansion, or settlement of materials are not covered by this warranty unless they impair structural integrity or habitability.

This warranty does not cover damage caused by homeowner neglect, abuse, or failure to perform routine maintenance as recommended by manufacturers or industry standards. This express warranty is non-transferable to subsequent purchasers. However, nothing in this warranty limits the rights of subsequent purchasers under Massachusetts statutory or implied warranty law. Obligations of the warrantor under or with respect to this instrument do not constitute personal obligations of the officers or employees of Daly General Contracting, Inc. and shall not create or involve any claim against, or personal liability on the part thereof, any of them. By entering into and accepting this instrument, owner agrees to look solely to Daly General Contracting, Inc. and to not seek recourse against such officers or employees, or any of their personal assets for such satisfaction.

SERVICE POLICY

Your home is warranted for defects in materials or workmanship for a period of one (1) year from the date of closing or occupancy, whichever occurs first. This policy defines the areas of responsibility of both the builder and the new homeowners. To be honored, requests for service must be in writing and postmarked within the time set forth below.

1. Concrete Foundation and Floor: Builder warrants that the concrete foundation and floor will be free from water intrusion due to defects in materials or workmanship for one (1) year from the date of Closing. Condensation on new concrete is normal and excluded. Seepage due to extreme weather (>2" rain in 24 hrs), homeowner grading alterations, or lack of maintenance are not covered by this Warranty. Cracks wider than 1/8" or with vertical displacement that admit water are covered if caused by defective pouring, curing, or reinforcement. Repairs will be made using

standard industry methods (e.g., hydraulic cement, perimeter drain, or sump pump) at Builder's reasonable discretion. Cosmetic cracks, pitting, or flaking are not covered by this Warranty.

2. Roof: Builder warrants the roof against leaks caused by defective materials or unworkmanlike installation for one (1) year from Closing. Ice dam leaks are excluded only if roof was installed with proper insulation, ventilation, and heat tape per code. Homeowner must maintain clear gutters/downspouts. Gutters/downspouts warranted for 90 days against defects. Wind-driven rain/snow through vents are not covered by this Warranty.

3. Landscaping: The landscaping and lawns have been properly prepared by us. However, we cannot be responsible for problems caused by the owner's failure to properly care for them, or for washouts and droughts caused by nature. **We cannot guarantee grass to grow properly as it takes 2 to 3 years of proper care to grow a good lawn.** Consult your local garden shop for instructions on liming and fertilizing. Occasionally rocks will appear after rain or in the spring. These should be removed by the homeowner. The grading and sloping of the land, including the driveway, is determined by the City of Lowell, Massachusetts and we must adhere to any determination or grading requirements from the City of Lowell, Massachusetts or its inspectors. Non-adherence to these landscaping requirements nullifies this provision of the Warranty.

4. Appliances: Appliances are guaranteed or warranted by the manufacturer for one year from date of purchase of the applicable appliance. All kitchen and bathroom equipment and counter tops are assumed to be accepted by the buyer unless defects are brought to the builder's attention in writing prior to Closing, whichever comes first. Homeowner is responsible for registering all appliances. All appliances must be maintained by the homeowner according to manufacturer's instructions. All defects covered by manufacturer's warranties are not covered by this Warranty.

5. Doors and Windows: Contractor warrants that the doors and windows installed in your home are of good quality. Normal seasonal expansion/contraction may cause temporary sticking or minor gaps. Hairline cracks in drywall near doors/windows are cosmetic and excluded. Sticking doors/windows due to defective installation or materials are covered for one (1) year.

6. Glass or Screen Breakage: Glass breakage is not covered by this Warranty unless reported in writing prior to the Closing. Screens are covered for rips/tears due to defects for one (1) year.

7. Heating System: The heating system is warranted to heat the home to a temperature of 70 degrees Fahrenheit at the thermostat when the outside temperature is 30 degrees Fahrenheit, with winds at 5 miles per hour, for a period of one (1) year from the date of closing. Free heating adjustments will be made for 90 days, if requested. It is highly recommended that the homeowners register their system with Nashoba Heating & Cooling, Inc. 978-692-7056 (OR SUB THAT DID INSTALL). The homeowner should clean or change the filters in the heating system monthly during the heating season. The oil burner should be cleaned, and the flues inspected yearly and recommended during the summer month. Furnace pilots should be left on during the summer months to ensure a dry furnace and basement, if any.

8. Plumbing and Sewage Disposal Systems: The operation of plumbing and sewage disposal systems is warranted for a period of one (1) year, except if in the course of correcting a stoppage, any foreign objects from the Buyer's household are found within the system, the owner will pay the entire cost of correction. Dripping faucets and/or loose fixtures occurring within thirty (30) days will be repaired by the builder. Owners must ensure that exterior faucets are drained and shut off inside before the advent of winter. Frozen exterior faucets are never the responsibility of the builder.

9. Flooring: New flooring is warranted against swelling or buckling due to defective installation or materials for one (1) year. Normal shrinkage gaps $<1/8$ " are cosmetic and excluded.

10. Electrical Systems: Contractor warrants that the electrical systems will operate for a period of one (1) year from the date of closing.

11. Electrical Adjustments: Electrical adjustments will be made by the builder if required, for a period of six (6) months. All electrical wiring and components are warranted to be free of defects for a period of one (1) year from the date of Closing.

12. Asphalt Driveways and Walks: Asphalt driveways and walks are warranted for a period of one (1) year. In hot weather, heavy vehicles should not be permitted on driveways. High heeled shoes, gasoline and oil spillage will make holes in asphalt. Minor frost heaves and depressions are natural occurrences and are not covered by this Warranty, nor are tire markings and stones that flake out, and scrapes and scratches caused by shovel, plows or snow removal equipment since these are normal characteristics of asphalt.

13. Ceramic and Resilient Tiles: Occasional imperfections in ceramic and resilient tiles do not require service. The occurrence of scratches or cracked tiles are not covered by this policy unless brought to the attention of the builder prior to Closing. Loose tiles and flagstones are covered by this policy for one hundred eighty (180) days. Defects caused by the penetration of moisture into floors and walls caused by the owner are not covered under this policy.

14. Counter Tops: Counter tops are covered for one hundred eighty (180) days against defects in materials or installation. Materials covered under a manufacturer's warranty are not covered by this Warranty.

15. Interior and Exterior Paint: Interior and exterior paint failures are covered for six (6) months against blistering and peeling due to defective application. Normal fading of paint is not covered. Paint on clapboards is warranted for a period of six (6) months only if clapboards are factory painted. No interior paint peeling, dents, scratches, or other imperfections are covered unless the builder is notified of such defects in writing prior to Closing.

16. Siding: Any shrinking or buckling of siding is normal and we cannot prevent this. However, we will repair any major problems due to defective installation within one hundred eighty (180)

days from the date of Closing. This only applies to the work areas in which the siding was installed.

17. Protruding Drywall and Plaster: Nails or seams are covered for sixty (60) days. Hairline cracks are not covered by this Warranty as they do not represent structural failure. Repairs of plaster or gypsum wallboard may not completely blend with surrounding materials as it is almost impossible to match exactly the color and texture of the original surface. Repairs without charge will be limited to the problem area.

18. Doors, Drawers, Windows, and Interior Finish: Doors, drawers, windows, and interior finish are covered by this policy for warping, sticking, or looseness due to defective materials or installation for thirty (30) days. These items have a tendency to swell and shrink at different times of the year. Some may warp in winter and straighten out in summer. Within ninety (90) days, items that cannot be made to operate will be exchanged. Windows are not 100% leakproof and cold air outside can set up moving air inside. If this is the case, storm windows are recommended. The shrinkage of doors inside the jamb is normal, and if doors can be made to operate, they will not be replaced. Shrinkage and joint opening of the door and window and baseboard casings are not covered by this policy. During the summer months the space between doors and jambs and sills is approximately 1/8" to 1/4". During the winter this increases approximately 1/4" to 3/8".

Items of Construction – Not Covered by This Policy

- (a) Shrinkage and separation of floorboards unless causing buckling or gaps >1/8".
- (b) Checks and twisting of studs, joists, and beams unless structurally significant.
- (c) Craze (hairline checking) in interior exposed beams and exterior plywood.
- (d) Normal fading of paint.
- (e) Shrinkage of joint opening of door and window casing and other wood materials.
- (f) Normal occasional dents associated with installation of woodwork.

All warranted items will be fixed within 60 days within 2 weeks of notification for labor and/or availability of materials for warranted item(s).

Final Inspection & Notice

Contractor requests that the owners make a final inspection of the home within three (3) days of completion. Owners should make notes, in writing, of any errors, omissions, discrepancies and/or imperfections in the work. The list ("Punch List") is to be given to the contractor immediately following the final inspection so that any items mutually agreed upon may be

rectified within seven (7) business days. Contractor will not be responsible for any damage which occurs during the process of moving into the home. A post-Closing Punch List will be accepted if postmarked within 30 days of Closing. Defects not reasonably discoverable at Closing may be reported within the warranty period. No Punch Lists shall be accepted if postmarked after 30 days of Closing. All communications should be in writing to Daly Group LLC c/o Real Estate LLC, 229 Stedman St., Lowell, MA 01851, mailed to our offices or sent via email to Sheryl Belley at sbelley@dalygc.com. If matters requiring Builder's attention arise after you have moved into primary home, in the event the Property is not your primary residence, please communicate them to Builder in writing and mailed to our office. Builder will do their best to make adjustments as quickly as possible, but it is not always possible to schedule the personnel needed immediately upon receipt of any such request. Builder shall make every reasonable effort to ensure your satisfaction.

Dispute Resolution

Any dispute arising under this express warranty shall be submitted to binding arbitration under MGL c.251 before the American Arbitration Association. This does not limit homeowner rights under MGL c. 93A.

The undersigned hereby certify that they have read this warranty and agree to its terms.

Daly General Contracting, Inc.

Owner Signature: _____ Date: _____

Builder Signature: _____ Date: _____