

THE RUSSELL COMPANY, LLC

LIMITED WARRANTY

PREPARED FOR:

CUSTOM HOME CONSTRUCTION &

RESIDENTIAL REMODELING

**THE RUSSELL COMPANY, LLC
LIMITED WARRANTY**

**ARTICLE I
NAME AND ADDRESS OF WARRANTOR**

The Russell Company, LLC, whose address is 32 Windemere Lane, Grosse Pointe Farms, MI 48236.

**ARTICLE II
TERMS AND CONDITIONS**

The terms and conditions of the various coverage's of this Limited Warranty begin on the date on which a "Closing" takes place as described in our Building Agreement and possession is given by the Builder to the Purchaser. Any claim for breach of this Limited Warranty must be brought within *(2) two years* from the date of the Closing.

All workmanship for the construction of the dwelling covered by this Limited Warranty shall conform to the guidelines found in the publication Residential Construction Performance Guidelines For Professional Builders and Remodelers, 3rd Addition, National Association of Home Builders, 2005, a copy is on file at the Builder's office. If an item under this Limited Warranty is not covered in that publication, standard industry practice shall govern.

**ARTICLE III
COVERAGE**

The Russell Company, LLC, as warrantor, warrants that for a period of (2) two years from the date of Closing:

- (A) The floors, ceilings, walls, and other structural components of the home and other improvements re-constructed in your home, which are not covered by other portions of this Limited Warranty, will be free from defects in material and workmanship. In the case of wet plaster, this Limited Warranty shall extend only to reasonable repairing of any cracks occurring within the two-year warranty period as well as repainting of the area of actual repair with the same type and color of paint as originally furnished by the Builder hereunder. The Builder shall not be obligated to repaint an area, which extends beyond the area of actual repair unless the Builder is unable to match the paint color accurately. Wet Plaster repair shall be performed once, anytime within the (2) two-year warranty period, at the Purchaser's option.
- (B) The plumbing, heating, and electrical wiring systems will be free of defects in materials and workmanship.
- (C) The roof will be free of leaks caused by defects in materials and workmanship.

**ARTICLE IV
MANUFACTURES' WARRANTITES**

The Russell Company, LLC, assigns and passes through to you the manufacturers' warranties on all appliances and equipment located in your home. The following are examples of such appliances and equipment, although not every home necessarily includes all of these items and some homes may include appliances and equipment not in this list: refrigerator(s), range, cook top, oven(s) microwave oven, trash-compactor, dishwasher(s), garbage disposal(s), furnace(s), ventilating fan(s), air conditioner(s), security system, garage door opener(s), hot water tank(s), irrigation system.

**ARTICLE V
EXCLUSIONS FROM COVERAGE**

We do not assume responsibility for any of the following, all of which are specifically excluded from the coverage of this Limited Warranty:

- (A) Defects in appliances and pieces of equipment, which are covered by manufactures' warranties in Article IV, above. We have assigned these manufactures' warranties to you and you should follow the procedures described in the individual appliance/equipment warranty booklets if defects appear in these items.
- (B) Damage resulting from ordinary wear and tear, abusive use, or lack of proper maintenance of the home.
- (C) Defects which are the result of characteristics common to the materials used, such as (but not limited to) warping and deflection of wood; fading and checking of paint due to sunlight; cracks due to drying and curing of concrete, stucco, plaster, bricks, and masonry; drying, shrinking and cracking of caulking and weather-stripping; cracks in cement floors, slabs and driveways.
- (D) Defects in items installed by you or by anyone else except Russell Homes, Inc. or our sub-contractors.
- (E) Work performed by you or by anyone else except Russell Homes, Inc. or our sub-contractors.
- (F) Loss or injury attributable to the elements.
- (G) Conditions resulting from condensation on, or expansion or contraction of, materials.

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ARTICLE V (Con't)
EXCLUSIONS FROM COVERAGE

- (H) Labor and material installed by a Public Utility Company or a sub-contractor of a public utility company.
- (I) Defects in pre-existing conditions of the home not caused by the activities of the Builder or exasperated by any negligence of the Builder.

Purchasers specifically agree that this **(2) two-year** limited warranty excludes any and all materials, products or labor supplied by the Purchasers under or in addition to our Building Agreement. Purchasers accept responsibility for any repairs, corrections, or replacements and any expenses related to any repairs, corrections, or replacements arising from defects in or performance failures of the materials, products, or labor supplied by the Purchaser.

ARTICLE VI
NO OTHER WARRANTIES

THIS LIMITED WARRANTY IS THE ONLY EXPRESS WARRANTY WE GIVE. IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND HABITABILITY, ARE LIMITED TO THE **2-YEAR** WARRANTY PERIOD SET FORTH ABOVE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG IMPLIED WARRANTY LASTS, SO THIS LIMITATION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS. YOU MAY WISH TO CONSULT AN ATTORNEY WITH RESPECT TO SUCH RIGHTS.

ARTICLE VII
CLAIMS PROCEDURE

If a defect appears which you think is covered by this Limited Warranty, you must write a letter describing the problem to us, also tell us in your letter 1) what times during the day and 2) what dates your home will be accessible, so that we can schedule service calls appropriately. Mail the letter to our office address appearing on Page 1 of this Limited Warranty. We will not assume responsibility for responding to any written letter post-marked more than 7 days after the expiration of the **(2) two-year** warranty period. **IF DELAY WILL CAUSE EXTRA DAMAGE, TELEPHONE US AT 313.884.5000.** Only emergency reports will be taken by phone. Failure to notify us of defects covered under this Limited Warranty or any implied warranty relieves us of all liability for replacement, repair, and all other damages.

INITIALS _____

**ARTICLE VIII
REPAIRS**

Upon receipt of your written report of a suspected defect, we will inspect your home. The Residential Construction Performance Guidelines For Professional Builders and Remodelers, 3rd Addition, National Association of Home Builders, 2005, shall be the controlling authority for determining actual defects in your new home. If this Limited Warranty covers a defective item, we will repair or replace it at no additional charge to you within 60 days after our inspection (longer if weather conditions, labor problems or materials shortages cause delays.) We or subcontractors chosen by us will perform the warranty work. *The sole discretion between repair and replacement is ours.* **The Purchaser understands that the sole remedy under this Limited Warranty Agreement is repair or replacement as stated herein.** P.I. _____

**ARTICLE IX
WARRANTY NOT TRANSFERABLE**

This Limited Warranty is extended to you as current owner of the home. When the current owner sells its home or moves out, this Limited Warranty automatically terminates. It is not transferable to subsequent purchasers of the home or to the current owner's tenants.

Date of Closing:

PURCHASER:

BUILDER: The Russell Company, LLC

By: _____

By: _____
