



LIMITED WARRANTY

Property Address

Campbell Homes LLC, hereinafter referred to as CAMPBELL, warrants to the purchaser of the new home built by CAMPBELL hereinafter referred to as OWNER and any subsequent owners of the home that all construction shall conform to Limited Warranty Guidelines, hereinafter referred to as GUIDELINES and attached as Exhibit A. Exhibit A is a part of this Limited Warranty. CAMPBELL will warrant that the home has been constructed in accordance with local building codes in effect at the time the home is constructed, to the level of workmanship and materials exhibited in CAMPBELL model home(s) and to the industry standards of El Paso County Colorado. This Limited Warranty shall commence on the date title is transferred from CAMPBELL to OWNER and shall not be extended due to actions taken by the CAMPBELL to correct a defect.

- 1) **LIMITED WARRANTY DEFINED:** This Limited Warranty shall consist of the following:
 - a) **One Year Coverage on Workmanship and Materials:** For a period of one year after the commencement date of this Limited Warranty, CAMPBELL expressly warrants to OWNER that the home will be free from defects in materials and workmanship. Defects in materials and workmanship will be those recognized under the GUIDELINES.
 - i) **Appliance Warranty:** CAMPBELL expressly warrants that all appliances, fixtures, items of equipment and other consumer products in the home which were sold by CAMPBELL to OWNER shall be free from defects for a period of one year. CAMPBELL hereby assigns the manufacturer’s warranty to OWNER on all appliances and consumer products installed in the home. OWNER should register the appliance with the appliance manufacturer in a timely manner and follow the applicable manufacturer’s procedures if a defect is noted. CAMPBELL is no longer responsible for appliance repairs under this Limited Warranty. ANY IMPLIED WARRANTY FOR ANY CONSUMER PRODUCT IN THE HOME SOLD BY CAMPBELL TO OWNER SHALL TERMINATE ON THE SAME DATE AS THE EXPRESS WARRANTY STATED ABOVE.
 - b) **Two Year Coverage on System Defects:** For a period of two years after the commencement date of this Limited Warranty, CAMPBELL expressly warrants that the plumbing, electrical, heating and cooling systems will be free from defects in materials and workmanship and will perform to the standard set in the GUIDELINES or the approved specific building code, unless their failure is the result of a defect in the appliance, fixture or item of equipment.
 - c) **Eight Year Coverage on Major Structural Defects:** For a period of eight years after the commencement date of the warranty, CAMPBELL expressly warrants that the home will be free of Major Structural Defects. A Major Structural Defect is defined as being a defect which seriously impairs the load-bearing function of the structure of the house. The impairment must be actual.
 - i) **House Structure:** The following items comprise the structure of the house:
 - (1) The foundation system;
 - (2) Load-bearing walls;
 - (3) Floor joists, trusses, rafters, beams and columns;
 - ii) **Exclusions:** These items fall under the One Year Coverage on Workmanship and Materials and are examples of items that are NOT covered under Major Structural Defects:
 - (1) Ground supported concrete slabs such as garage floors, driveways, patios, sidewalks and basement floors;
 - (2) Flooring and subflooring;
 - (3) Non load bearing walls and partitions;
 - (4) Drywall, paint or any other wall covering;
 - (5) Doors, windows, trim, cabinets, insulation;
 - (6) Stucco, siding etc;
 - (7) Deck joists, columns, beams or any structural components outside of the building envelope.
- 2) **CAMPBELL OBLIGATIONS:** If a valid defect in construction of the home or a major structural defect occurs during the applicable warranty period, CAMPBELL shall repair, replace or compensate OWNER the reasonable cost of repairing or replacing the defective items. The choice between repair, replacement, or compensation rests solely with CAMPBELL. All covered warranty repairs by CAMPBELL shall be at no charge to the OWNER and shall be performed within a reasonable length of time. OWNER shall accept reasonable matches in any repair or replacement in the event the specified or originally used item is no longer available. All work shall be performed by CAMPBELL or subcontractors chosen by CAMPBELL. CAMPBELL will not be obligated to reimburse OWNER for expenses, invoices, bills, or receipts for labor, materials or equipment furnished, by or at the direction of OWNER.
- 3) **OWNER OBLIGATIONS:** CAMPBELL must be notified in writing by OWNER or the subsequent owner of the existence of any defect before CAMPBELL is responsible for the correction of that defect. Written notice of a defect must be received by CAMPBELL prior to the expiration of the Limited Warranty on that defect and no action at law or in equity



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may be brought by OWNER or any subsequent owner against CAMPBELL for any failure to remedy or repair any defect about which CAMPBELL has not received timely notice in writing. The recommendations set forth in Exhibit A must be closely followed by OWNER in order to maintain coverage under this Limited Warranty. Please refer to the latest CAMPBELL Warranty Procedures provided to OWNER at the New Home Orientation for specific instructions on how to submit a warranty claim or an After Hours Emergency Claim.

- 4) **LIMITATION OF LIABILITY:** CAMPBELL’s total liability under this Limited Warranty is limited to the purchase price of the home. If the limit of liability is reached, no further requests for warranty performance will be honored under this Limited Warranty.
- 5) **OTHER INSURANCE:** In the event CAMPBELL repairs, replaces, or pays the cost of repairing or replacing any defect covered by this warranty for which OWNER or a subsequent owner are covered by other insurance or warranty, OWNER or the subsequent owner must, upon request of CAMPBELL, assign the proceeds of such insurance or warranty to CAMPBELL to the extent of the cost to CAMPBELL of such repair or replacement.
- 6) **WARRANTY EXCLUSIONS:** The following items are not covered by this Limited Warranty and CAMPBELL assumes no responsibility for loss or damage due to the following:
 - a) Cosmetic damage is not covered unless it is documented on the New Home Orientation form;
 - b) Consequential or secondary damages are not covered by this Limited Warranty;
 - c) Defects in the design, materials or workmanship of any component which was not installed by CAMPBELL or was not a part of the original home as constructed by CAMPBELL;
 - d) Any defect or damage caused by or worsened by negligence, improper maintenance, lack of maintenance, improper action or inaction, willful or malicious acts by any party other than CAMPBELL, its employees, agents or subcontractors;
 - e) Normal wear, tear or deterioration of the home;
 - f) Loss or damage caused by acts of God, including but not limited to fire, explosion, smoke, water escape, changes which are not reasonably foreseeable in the level of underground water table, glass breakage, windstorm, hail, lightning, falling trees, aircraft, vehicles, flood/abnormal heavy rainfall, and earthquake;
 - g) Any defect or damage caused by changes in grade, failure of OWNER to maintain CAMPBELL established grade, or damage from any party other than CAMPBELL or parties not under the supervision of CAMPBELL;
 - h) Any defect which does not cause actual loss or damage;
 - i) Any loss or damage, which arises while the home is being used primarily for nonresidential purposes;
 - j) Any damage to the extent it is caused or made worse by failure of anyone other than the CAMPBELL or its employees, agents, or subcontractors to comply with the warranty requirements of manufacturers of appliances, equipment or fixtures;
 - k) Bodily injury, damage to personal property or damage to real property which is not part of the Home which was not included in the original home as constructed by CAMPBELL;
 - l) Damage caused by or infestation of insects or animals;
 - m) OWNER will be held financially responsible for any damage caused by OWNER and repaired by CAMPBELL;
 - n) Damage caused by mold, bacteria, virus, fungi, mushroom or mycotoxin or the spores or byproducts they produce.
- 7) **EXCLUSIVE WARRANTY** This Limited Warranty is in lieu of all other warranties both expressed and implied to which OWNER may be entitled, except as to consumer products, in the home sold by CAMPBELL to OWNER. CAMPBELL expressly disclaims any implied warranties.

Presented By: Campbell Homes, LLC

Accepted By: OWNER(S)

Signature

Signature

Date

Signature