



## **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 as noted below 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 CAMPBELL to address a claim.

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 (1) year, CAMPBELL expressly warrants to the original OWNER only, during this time frame, that the home will be free from defects in materials and workmanship resulting from noncompliance with the standards set forth in the GUIDELINES in effect on the date of this limited warranty and which by reference are part of this warranty.
    - i. **Consumer Products Warranty:** For purposes of this Limited Warranty Agreement, the term “consumer products” means all appliances, equipment and other items that are consumer products for the purposes of the Magnuson-Moss Warranty Act (15 U.S.C., sections 2301-2312) and that are located in the home on the commencement date of the warranty. CAMPBELL expressly warrants that all consumer products will, for a period of one year after the commencement date of this warranty, be free from defects resulting from noncompliance with the generally accepted standards that assure quality of materials and workmanship. CAMPBELL hereby assigns to OWNER all rights under manufacturers’ warranties covering consumer products. Defects in items covered by manufacturers’ warranties are excluded from coverage of this limited warranty, and OWNER should follow the procedures in the manufacturers’ warranties if defects appear in those items. CAMPBELL is no longer responsible for appliance repairs under this Limited Warranty. ANY IMPLIED WARRANTY FOR MERCHANTABILITY, WORKMANSHIP OR FITNESS FOR INTENDED USE ON 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 (2) years, CAMPBELL expressly warrants to the original OWNER and to subsequent OWNERS, during the same time frame, that the home will be free from defects in materials and workmanship within the distribution systems listed below and will perform to the standard set in the GUIDELINES and the applicable building codes at the time the home was built:
    - i. Electrical distribution system, excluding visible fixtures.
    - ii. Plumbing distribution system, excluding visible fixtures.
    - iii. HVAC distribution system, excluding filters and vent covers.
    - iv. Interior data, audio and video system, excluding visible fixtures.
  - c. **Eight Year Coverage on Major Structural Defects:** For a period of eight (8) years from the commencement date of the warranty, CAMPBELL expressly warrants to the OWNER and any subsequent OWNERS during the same time frame, that the home will be free from major structural defects. A major structural defect is defined as being an actual defect in load-bearing portions of the house that seriously impairs their load-bearing function to the extent that the house is unsafe, unsanitary, or unlivable. The impairment must be actual. For purposes of this warranty, the following items comprise the structure of the home:
    - i. **Home Structure:**
      1. The foundation system;
      2. Load-bearing walls;
      3. Floor joists, trusses, rafters, beams and columns.
    - ii. **Exclusions:** The items listed below are covered under the One-Year Coverage on Workmanship and Materials and are examples of items which 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;



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5. Doors, windows, trim, cabinets, insulation;
  6. Stucco, siding etc;
  7. Deck joists, deck columns, deck beams or any other component outside of the building envelope.
2. **WARRANTY CLAIM:** If OWNER discovers a defect they believe is covered by this Limited Warranty, OWNER must notify CAMPBELL by submitting a Warranty Claim to CAMPBELL in the manner provided below, specifying the name, address, email and telephone number of OWNER; the nature of the defect; the loss or damage claimed. Such notice shall be delivered to CAMPBELL via:
- a. **Website:** At [campbellhomes.com](http://campbellhomes.com) by clicking on the "Customer Care" tab in the upper right corner of our home page or,
  - b. **Email:** At [customercare@campbellhomes.com](mailto:customercare@campbellhomes.com) or,
  - c. **Mail:** At Campbell Homes, 9230 Grand Cordera Parkway, Colorado Springs, CO 80924
3. **CAMPBELL OBLIGATIONS:** If a covered defect as defined in this Limited Warranty 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 component is not readily available. All work shall be performed by CAMPBELL or subcontractors under the direction of CAMPBELL. CAMPBELL shall not reimburse OWNER for expenses, invoices, bills, or receipts for labor, materials or equipment furnished, by or at the direction of OWNER or others.
4. **OWNER OBLIGATIONS:** OWNER must provide normal maintenance and proper care of the home according to this Limited Warranty, Exhibit A, manufacturer's warranties, and generally accepted standards in El Paso County Colorado in order to maintain coverage under this Limited Warranty. CAMPBELL must be notified in writing by OWNER or subsequent OWNERS 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 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. OWNER must provide CAMPBELL with access to the home during normal business hours, Monday through Friday, 8:00 a.m. to 5:00 p.m., to inspect the defect reported and, if necessary, to take corrective action.
5. **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.
6. **OTHER INSURANCE:** In the event CAMPBELL repairs, replaces, or compensates OWNER 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.
7. **WARRANTY EXCLUSIONS:** The following items are excluded from this Limited Warranty and CAMPBELL assumes no responsibility for loss or damage due to the following:
- a. Cosmetic damage of any kind unless documented on the New Home Orientation form;
  - b. Secondary or consequential damages such as but not limited to loss of use, loss of opportunity, loss of market value, loss of rental value or any other similar loss;
  - c. Defects in the design, materials or workmanship of any component not installed by CAMPBELL or not 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. If CAMPBELL repairs any portion of said defect or damage caused by any party



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other than CAMPBELL, OWNER shall promptly and completely reimburse CAMPBELL for the cost of said repairs;

- e. Normal wear, tear or deterioration of the home or any consumer products;
- 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 the 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 CAMPBELL established grading or drainage patterns or by excessive watering of the ground of OWNER's property or adjacent property by any party other than CAMPBELL, its employees, agents, or trade contractors is exempt from coverage and will result in voiding the remaining portion of the warranty;
- h. Any defect which does not cause actual loss or damage;
- i. Any loss or damage, which arises while the home is being used for nonresidential purposes;
- j. Any damage to the extent it is caused or made worse by failure of anyone, other than CAMPBELL or its employees, agents, or subcontractors, to comply with the warranty requirements of manufacturers of appliances, equipment or fixtures;
- k. Bodily or personal injury, damage to personal property or damage to personal property of others which is not part of the Home or was not included in the original home as constructed by CAMPBELL;
- l. Damage caused by or infestation of insects or animals;
- m. Damage caused by mold, bacteria, virus, fungi, mushroom or mycotoxin or the spores or byproducts they produce.

8. **ARBITRATION:** OWNER shall promptly contact CAMPBELL's Customer Care department regarding any disputes involving this Limited Warranty. If discussions between the parties do not resolve the dispute, either party may, upon written notice to the other party, submit such dispute to arbitration. The arbitrator shall proceed under the construction industry rules of the American Arbitration Association. The award of the arbitrator shall be final, conclusive and binding upon the parties. The expense of the arbitrator shall be shared equally, but each party shall bear its own fees and costs.

9. **EXCLUSIVE WARRANTY:** This Limited Warranty is in lieu of all other warranties of habitability or workmanlike construction both expressed and implied to which OWNER might be entitled, except as to consumer products, in the home sold by CAMPBELL to OWNER. CAMPBELL expressly disclaims any implied warranties. No employee, trade contractor, or agent of CAMPBELL has the authority to change the terms of this Limited Warranty.

**Presented By: Campbell Homes, LLC**

**Accepted By: OWNER(S)**

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Signature

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Signature

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Date

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Signature