CONTRACT ROUTING FORM

1.	Complete the information below BEFORE printing and completing items 2 through 7. Items in red are required Department: County Manager's Office					
	Department contract file name (use effective date): Click here to enter text.					
	Project Code: Click here to enter text.					
	Contract type: Agreement	Please Return Contract to:				
	Contracted Services/Goods: Click here to enter text.	Name:				
	Contract Component: Other Change Order Number/Addendum Number: Click here to enter text.	Email:				
	Vendor Name: True Homes					
	Effective Date: 7/15/2024	Special Instructions for Clerks				
	Approved by: Commissioners	Office:				
	Date approved by the BOC: 7/15/2024					
	Ending Date: Click here to enter a date.					
	Total Amount: \$449,500					
2.	Department Head or his/her designee has read the contract in its entirety	<i>'</i> ,				
	By:(Department Head signature red	juired)				
2	County Attorney has reviewed and approved the contract					
٥.	County Attorney has reviewed and rejects the contract Reason:					
						
	This is an automatic renewal and does not require approval from the Cou	nty Attorney: Yes No				
	Δ					
	If this box is checked the County Attorney's Office has reviewed	the contract but has not				
	made needed changes to protect the County because the contract					
	and the services required by the County are not available from an	other vendor.				
Л	Tachnical/MIS Advisor has reviewed the contract if applicable. Voc	No				
4.	Technical/MIS Advisor has reviewed the contract if applicable. Yes No No					
5.	Vendor has signed the contract. Yes No					
6	A budget amendment is necessary before approval. Yes No					
υ.	If budget amendment is necessary perore approval. Tes					
	The second secon					
7.	Approval					
	Requires approval by the BOC - contracts over \$100,000.00. Follow B	oard submission guidelines.				
	Requires approval by the Manager – contracts \$100,000 or less.					
8.	Submit to Clerk.					
	Clerk's Office Only					
	Finance Officer has signed the contract					
	The Finance Officer is not required to sign the contract					

Christy Thomas

From:

Jenifer Johnson

Sent:

Wednesday, August 7, 2024 10:10 AM

To:

Christy Thomas

Subject:

FW: Authorization to Execute True Homes Agreement

You can attach this as well.

From: Dan Lamontagne < dan.lamontagne@chathamcountync.gov>

Sent: Wednesday, August 7, 2024 9:06:04 AM

To: Bryan Thompson < bryan.thompson@chathamcountync.gov > **Subject:** Re: Authorization to Execute True Homes Agreement

Yes, Granted.

Dan J. LaMontagne, PE

County Manager
Chatham County Government
Dan.LaMontagne@ChathamCountyNC.gov
919-545-8531
chathamcountync.gov
12 East Street | P.O. Box 1809
Pittsboro, NC 27312

In keeping with the NC Public Records Law, e-mails, including attachments, may be released to others upon request for inspection and copying.

From: Bryan Thompson < bryan.thompson@chathamcountync.gov >

Sent: Wednesday, August 7, 2024 8:17:08 AM

To: Dan Lamontagne < <u>dan.lamontagne@chathamcountync.gov</u>> **Subject:** Authorization to Execute True Homes Agreement

Dan,

Bryan

Intended to ask earlier. I'd like to get the True Homes contract out the door before heading to conference. Would you be willing to grant me authorization to execute the documents? Thank you,



HOME AGREEMENT

TRUE HOMES, LLC, a Delaware Limited Liability Company located in Charlotte, NC ("Builder") and Chatham County North Carolina ("Client") enter this agreement on the date signed below. This document, the Warranty Documents; and such other addenda signed by the parties and incorporated by reference herein will be collectively referred to as the "Home Agreement." Capitalized terms are defined in the Agreement.

- 1. TRANSFER OF POSSESSION OF THE HOME. Builder agrees to provide vertical construction for a structure (hereafter "Home") on property owned by Client. The Client owns real property more fully described at Deed Book 01384, commencing at Page 0428 of the Chatham County Register of Deeds, and more commonly known as 57 Camp Drive, Pittsboro, North Carolina. Builder will transfer the possession of the constructed Home to Client pursuant to this Home Agreement. The intent of the construction of the Home by Builder is to allow for the use of the Home by a non-profit entity, Love Chatham, although Chatham County will maintain record ownership of the real property, inclusive of the Home. This Home Agreement, however, shall not in any way restrict Client's use of the Home after Transfer of Possession of the Home. Builder has no legal right or standing to restrict Client's use of the real property, inclusive of the Home, after construction and Transfer of Possession. Further, Builder makes no representation concerning whether Client's real property is currently subject to any land use restrictions, easements, encroachments or otherwise.
- 2. <u>CONSTRUCTION</u>. Builder will build a Home for Client on Client's real property according to this Home Agreement. The Home is described as follows:

	True Homes Lot ID	F	oor Plan Name	Floor Plan Number	
	True Foundation Raleigh		Kipling	2812	
	Specification Level	Elevation	New Home Address		
	Integrity	E-A1	57 Camp Road Pittsboro, NC 27312		
2.	INCLUDED FOUNDATION TYPE:	Mono Slab			
3.			ome, Elevation, Foundation, Structural Opt dendum, if any (collectively the " Value ").	ions, (as applicable, if any) plus any	
	BASE HOME:	\$449,500	ELEVATION:	\$0.00	
	SITE/LOT COSTS :	\$0.00	STRUCTURAL FEATURES:	\$0.00	
		INITIAL PURCHASE PRICE:	\$449,500		

- 4. ALTERNATIVE DISPUTE RESOLUTION; WAIVER OF TRIAL BY JURY; AND WAIVER OF CONSEQUENTIAL DAMAGES: EXCEPT AS EXPRESSLY PROHIBITED BY LAW, CLIENT KNOWINGLY AND VOLUNTARILY AGREES TO SUBMIT ANY AND ALL DISPUTES WHATSOEVER TO THE ALTERNATE DISPUTE RESOLUTION PROCESS CONTAINED IN THE WARRANTY POLICY, INCLUDING WITHOUT LIMITATION, DISPUTES ARISING FROM THE WARRANTY, THE WARRANTY DOCUMENTS, THE HOME AGREEMENT, THE HOME, OR THE RELATIONSHIP BETWEEN THE PARTIES. AS TO SUCH DISPUTES, CLIENT AND BUILDER EACH WAIVES THEIR RESPECTIVE RIGHT TO TRIAL BEFORE A JUDGE OR JURY FOR THE PURPOSE OF VOLUNTARILY ELECTING PARTICIPATION IN ARBITRATION INSTEAD. IN ADDITION, CLIENT WAIVES THE RIGHT TO RECOVER FROM BUILDER ALL CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGE, INCLUDING EMOTIONAL DISTRESS, PAIN AND SUFFERING, LOST PROFITS, LOSS OF USE, DEPRECIATION OR OTHER STATUTORY DAMAGES, LOST WAGES OR OPPORTUNITY, LOST OR DAMAGED HOUSEHOLD ITEMS, HOUSING OR MEDICAL EXPENSE.
- 5. <u>ENTIRE AGREEMENT.</u> This Agreement, together with all addenda incorporated by reference herein, constitutes the final expression of the parties' intent and is a complete and exclusive statement of the terms of their agreement. All prior oral or written agreements of the parties are superseded by this Agreement. The terms of this Agreement will survive the transfer of possession of the Home.
- 6. <u>TERMINATION</u>. At Builder's sole and absolute discretion, Builder may refund any expense incurred by Client as part of this Home Agreement and terminate the Agreement without liability for any or no reason, including Client's inability to take possession of the Home.
- 7. ENVIRONMENTAL NOTICE AND DISCLAIMER. The U.S. Environmental Protection Agency has expressed concern over the presence of radon gas, formaldehyde, air-borne particulates, chemicals, mold and other air pollutants ("Pollutants") and their potential to cause adverse health effects with prolonged exposure at high levels. Since many of these conditions are naturally occurring, Builder will make no investigation to determine whether there are any Pollutants in the Home or affecting the premises, although such conditions may exist. At the time of Transfer of Possession, Builder will have made no analysis or verification of the existence of Pollutants, or the extent of the environmental or health hazard, if any, that may affect the Home, premises or residents. As such, Builder makes no representation or warranty and has no liability in connection with the presence of any Pollutants, including radon, formaldehyde or mold. Any radon inspection will be performed at Client's expense. The discovery of radon, at any levels, will not create any obligation in Builder, including any obligation to remediate or for supplement testing.



HOME AGREEMENT

- 8. WARRANTY. Builder will provide, contemporaneously with the transfer of possession of the Home, a warranty policy in materially the same form as the sample booklet provided herewith which contains a mandatory and binding Alternate Dispute Resolution Policy ("Warranty Policy"). Builder will engage a commonly owned third-party captive warranty company to finance this warranty liability, but the warranty obligation will be performed entirely by the Builder. All capitalized terms used in this document that are not defined in the Home Agreement refer to the defined term in the Warranty Policy. Client acknowledges receipt of the sample Warranty Policy provided at the point of contract, and understands that generally, the Warranty Policy provides: Beginning on the Effective Date of the Warranty, (1) FOR ONE (1) YEAR, construction of the Home will conform to the STANDARDS OF PERFORMANCE FOR FIRST YEAR COVERAGE; (2) FOR TWO (2) YEARS, Mechanical Systems will conform to the STANDARDS OF PERFORMANCE FOR FIRST AND SECOND YEAR COVERAGE; and (3) FOR TEN (10) YEARS, that no LOAD BEARING DEFICIENCY exists in the Home (also as defined in the Warranty Policy). A sample copy of the Warranty Policy can be obtained any time by sending a request to Legal@TrueHomesUSA.com.
- DISCLAIMER OF IMPLIED WARRANTIES. CLIENT AFFIRMATIVELY ACCEPTS THE LIMITED WARRANTY PROVIDED IN THE WARRANTY POLICY AS THE EXCLUSIVE REMEDY IN LIEU OF ALL OTHER WARRANTIES EXPRESSED AND/OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF WORKMANLIKE CONSTRUCTION, IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, CLIENT IS AFFIRMATIVELY WAIVING THE RIGHT TO ANY CLAIM FOR IMPLIED WARRANTIES WHICH MAY BE GREATER THAN THE EXPRESS WARRANTIES, INCLUDING THE IMPLIED WARRANTY OF HABITABILITY AND ALL WARRANTIES THAT COULD BE CONSTRUED TO COVER THE PRESENCE OF RADON OR OTHER ENVIRONMENTAL POLLUTANTS. ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, ARE WAIVED BY REASON OF THE PROMISES AND AGREEMENTS HEREIN CONTAINED. THE ONLY WARRANTIES BUILDER PROVIDES TO THE CLIENT ARE CONTAINED IN THE WARRANTY POLICY.

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Roy Lynch, Finance Officer

Client Signature

Chatham County North Carolina

-DocuSigned by:

Nick Bacon
Operations Partner
D4909E96E116464

Operations Partner Signature

7/15/2024

Date



HOME PURCHASE AGREEMENT ADDITIONAL TERMS AND CONDITIONS

Builder and Client (listed in the Home Agreement) each acknowledge these Additional Terms and Conditions: <u>Note:</u> Capitalized Terms refer to defined terms below or in the Home Agreement.

- I. TRANSFERRING THE HOME
 - A. **Attorney Representation.** Client acknowledges that Client has had the opportunity to retain legal counsel to review documents and provide Client with legal advice prior to the execution of the Home Agreement.
 - B. Scheduling the Transfer.
 - i. Home Inspection and Incomplete Items. Prior to Transfer of Possession of the Home, Builder and Client will inspect the Home using Builder's standard procedures that Builder uses prior to the closing of any other Home by private buyer. Builder will create a list to be completed in the Home ("Incomplete Items"). Incomplete Items will be completed at Builder's expense post Transfer of Possession of the Home, as applicable and necessary, if any.
 - ii. Third-Party Inspection by Client. Client may hire (at Client's expense) a third-party inspector ("Inspector") to perform an inspection of the Home prior to Transfer of Possession of the Home, but the Transfer of Possession of the Home will not be delayed to accommodate the inspection. The inspection must be scheduled in advance of the parties' anticipated completion and transfer date. Client represents that Inspector is licensed and fully insured and agrees to defend and indemnify Builder for any claims arising from Inspector's access to the Home. Regardless of the Inspector's findings, Builder will complete the Home to a finish comparable Builder's model homes.
 - C. Costs. Builder will pay the cost of document preparation necessary to Transfer Possession of the Home to Client.
 - i. Real Estate Taxes. If applicable for the subject real property.
 - II. Homeowner Association Dues and Assessments. If applicable for the subject real property.
 - III. Flood Insurance. Federal law states that mortgages backed by the government must have flood insurance if any portion of the site is located in a Special Flood Hazard Area ("Flood Plain"). The Federal Emergency Management Agency ("FEMA") can designate property as a Flood Plain at anytime, which may prompt lenders to require flood insurance. Builder recommends that all Clients who are located in or near to a Flood Plain consider the purchase of Flood insurance, regardless of whether it is mandated by law.
 - D. **Risk of Loss and Insurance**. Client assumes all risk of loss at Transfer of Possession of the Home, and will obtain sufficient insurance coverage for the Home. Because Client is the record owner of the subject real property where the Home is being constructed, Client may need to review with his/her/their insurance professional or attorney whether the Client may desire, or be required to, obtain insurance as the landowner of the real property during construction for risk or occurrences which may occur prior to Transfer of Possession of the Home.
 - E. **Utility Service Transfer.** Within 3 business days following Transfer of Possession of the Home, Client will change into Client's name all utility and other service accounts related to the Home, and Builder will terminate all such service in Builder's name.

II. LIVING IN THE HOME.

- A. **Home Warranty**. At the Transfer of Possession of the Home, Client accepts the Home as complete, other than any documented Incomplete Items in writing. Other than the Incomplete Items, all other remaining requests for repair or service will be addressed pursuant to the Warranty Documents, as applicable.
 - i. Manufacturers' Warranties. Client will receive the benefit from any applicable manufacturers' or suppliers' warranties, but Builder assumes no liability for the same, including without limitation, any manufacturers' warranty on installed appliances.
 - ii. Well Water and Septic System Exclusion. As provided by the Warranty Documents, Client's septic or well water system is specifically excluded from Builder's warranty. For Homes with a well, Builder provides no warranty regarding the quality, quantity or continued availability of water beyond the ability of Builder to obtain a certificate of occupancy prior to Transfer of Possession of the Home.
 - iii. Landscaping Exclusion. As provided by the Warranty Documents, landscaping is specifically excluded from Builder's Warranty.
 - IV. Non-Warranty Service. If Builder determines in its sole discretion to address items that are not defective ("Non-Warranty Service")

 Builder may apply any objective performance standard for Non-Warranty Service, including the industry standard provided by the National Association of Homebuilders ("NAHB Standards"). Since Non-Warranty Service is provided solely to maintain customer relations, it will not operate as a waiver of any provision of the Warranty Policy or this Agreement. Failure to object in writing to Builder repair work within 10 days of the work reflects Client's acceptance of Builder performance.
- B. Home and Site Conditions. The final characteristics of the Home and real property may differ slightly from those observed at the time of contract, including: the existence of any slopes; pad width or depth; Home handing or position on the site; driveway location or slope (positive or negative); location or existence of drainage swales, natural trees or vegetation, utilities, street lights, or easements; adjacent lot characteristics; common area existence or use; or other aesthetic issue with the Home or surrounding property.

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Revised 021424

Page 1 of 3



HOME PURCHASE AGREEMENT ADDITIONAL TERMS AND CONDITIONS

- i. Final Grade. Builder will provide the final grade on the Homesite shortly before Transfer of the Home, and will grade the lot such that no rocks will protrude greater than 1 inch above the surface. Rocks occur naturally, and will be present at or below the surface of the yard. Unless specifically negotiated and provided elsewhere in the Agreement, Builder makes no representation regarding the suitability of the Home or the real property site for a pool, deck, patio or any other landscaped features.
- ii. Undisturbed Areas. A portion of the real property owned by Client may contain an area designated as an undisturbed or natural area, which may contain trees, bushes, grasses, rocks, or other naturally occurring material ("Undisturbed Area"). Builder will leave
- i. any Undisturbed Area completely undisturbed, other than as necessary to build the Home or to meet a storm water plan for the community. No sod will be installed in an Undisturbed Area.
- ii. **Sod Installation.** If sod is required by the Home Agreement and installed, it should be watered daily immediately after installation until the roots have established. Allowing sod to dry out completely even once during the summer may severely damage new sod. To provide Client with the best opportunity to care for landscaping plants and sod, they may NOT always be installed prior to Transfer of the Home. If required landscaping and sod are delayed, we anticipate that both would be installed within 21 days of the Transfer of the Home.
- iii. **Trees and Vegetation.** Builder does not guarantee the number of trees or amount of natural vegetation that will exist on any site, after Home construction, other than as provided for in the Standard Specifications or as disclosed on a final survey. Builder cannot guarantee the continued life of any natural vegetation.
- iv. **Ditches or Swales**. If any open drainage ditch or swale exists on the site, Client is responsible to maintain it after Transfer of Possession of the Home. Swales are planted with grass for erosion control during site development and may not be re-graded as part of Home construction. After Transfer of the Homes, areas of the yard, including swales, should be over-seeded with lawn seed to establish a durable ground cover and avoid soil erosion. Builder is not responsible for soil erosion in swales after Transfer of the Home.
- B. **Easements**. One or more easements may exist on the real property owned by the Client. Easements are recorded for the benefit of a 3rd party, typically a local government municipality, a utility provider, or an HOA. Easements can be located on a recorded plat and will be listed on Client's title insurance commitment, as applicable, at Closing or Transfer of the Home. Except as installed by the easement owner, no improvements or permanent structures (including fences, patios, storage buildings, decks, pools, driveways, and walkways) may be installed in an easement.
- C. **Retaining Walls.** Retaining walls required for the construction of a Home are provided on a recorded plat and final survey. Other retaining walls may be added for extreme slopes, but no retaining walls are added to a site at Builder's expense unless required for Home construction. Retaining walls are never added at Builder's expense for aesthetic purposes or to extend yard space.
- D. Community Conditions and Restrictions
 - i. Community Homeowners Association. Not applicable.
 - ii. Municipal Impervious Restrictions. Client's real property may have a limit to the amount of impervious (non-water absorbing) surface area. These restrictions are usually imposed by the county or other municipality. Since they are recorded against the property, they bind all subsequent property owners. Impervious limitations may restrict the size or existence of Client's Home, other buildings, driveway, sidewalks, patios, outdoor living spaces and walkways.
 - iii. Fence Rows and Perimeter Lots. Existing wooded areas and fence rows that remain after the real property is developed will not be cleared, graded or seeded. Existing natural areas surrounding the community will remain in a natural "as-is" condition.
 - iv. Tree Protection Area. There may be tree protection areas within common areas or on Client's real property. These areas have been designated on the recorded plat as tree protection areas or easements by the local municipality. The purpose of these areas is to preserve the natural characteristics of the areas. Builder does not guarantee the continued life of any tree protection area or any plant material during construction or after Home completion.
 - v. Wetlands. There may be delineated and or undelineated wetlands within common areas or on Client's real property. These areas may have been designated on the recorded plat as wetlands or buffers by the local municipalities. Wetlands occur naturally and are protected by multiple federal and state agencies. They may not be removed, filled or altered without government approval, even when the Wetlands recede during a dry period. They may limit the use of the Home or the real property.
 - vi. **Handicap Ramps.** Builder makes every attempt to avoid the placement of handicap ramps within driveways. However, the local municipality makes the final determination of the location of these ramps.
 - vii. **Street Stubs.** There may be street stubs planned within a planned community. These street stubs are required by the municipalities and are intended as future connection to adjoining properties when those properties are developed. Client should review any applicable subdivision map to review the location of possible street stubs.
 - viii. **Street Address.** Occasionally, street numbers and/or street names will change. Client should verify that the address has been finalized before ordering checks, providing change of address notifications, or other relying on the address information.

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HOME PURCHASE AGREEMENT ADDITIONAL TERMS AND CONDITIONS

III. OTHER LEGAL TERMS AND CONDITIONS

- A. Client Cooperation. Client will fully cooperate to give effect to this Agreement and allow for construction of the Home without delay. Client will not interfere with Builder's performance. Client and Builder will cooperate in good faith to correct any material error made in
- Client Information. Builder has a relationship with many Trade Partners who will install goods, perform services, or otherwise assist Builder in Builder's business operations ("Trade Partners"). Unless Client objects in writing (at the address provided below), Builder will provide Client information to some of these Trade Partners, along with other necessary information about Client's Home. All Trade Partners who receive this information agree in writing to keep Client information confidential and not to share or sell this information to others, and to only use the information to contact Client to discuss: (a) The terms of the manufacturer's warranty and recommended maintenance; (b) an offer for Trade Partner to perform services for Client to enhance or maintain the Home or products; (c) an offer to provide Homeowners Insurance; (d) an offer to provide Title Insurance; (e) an offer for Client to purchase an extended warranty and/or (f) a request to complete one or more surveys to ensure our ability to listen to our clients and continuously improve. If Client does not wish to share this information, please send written request within 10 days following contract execution to:

True Homes, LLC., Attn: Legal Dept., 2649 Brekonridge Centre Dr., Monroe, NC 28110.

- C. Governing Law. This Agreement will be governed by the laws of the State where the Home exists.
- Rules of Interpretation. This Agreement is a negotiated document, has been drafted jointly by the parties, and no rule of construction or interpretation applies against any particular party. This Agreement will be interpreted in a neutral manner, and headings are for convenience only. If any term is found to be unenforceable, the validity of remaining terms is not affected.
- Modification and Waiver. This Agreement may not be modified, amended, or waived except in writing signed by Client and Builder. No waiver of any term of this Agreement will be a waiver of any other provision (whether or not similar) or a continuing waiver.
- Attorney Fees. In the event of a breach of the Home Agreement, the non-prevailing party shall pay all costs and expenses of the prevailing party, including the prevailing party's attorney fees incurred as a result of a breach of this Agreement. The prevailing party shall be determined in the discretion of the Arbitrator(s) pursuant to the Alternative Dispute Resolution terms of this Home Agreement.
- G. Notice. Client will provide Builder a valid e-mail address and agrees to accept formal notice via electronic transmission. The address for each party, until changed in writing, will be: For Client: the E-mail address provided by Client to Builder. For Builder: Builder's registered address with the governing State's office of the Secretary of State.
- Intellectual Property. Client consents to the Builder's use of the Home likeness in any marketing media without any additional consideration to the Client. Additionally, Builder's associates have a right to privacy, and Builder has proprietary intellectual property associated with the collection and processing of Client information related to the Home design, value, and construction. Client accordingly agrees not to (i) record (whether audio, video, electronic or other means) any interaction with Builder representatives; or (ii) make, or post on any social media outlet, any electronic data (including audio or video recording) of Builder's associates during the performance of any activity reasonably related to the value, design, construction and delivery of the Home ("Media"). If Client makes or posts such Media, Client will delete all copies, accounts, summaries or transactions immediately upon request by Builder, and consents to the use of any legal or equitable remedies by Builder to enforce the same.
- Affiliated Business Disclosure and Title Insurance.
 - Captive Warranty Company. Builder has common ownership with a captive insurance company, True Integrity Insurance Company, Inc. This captive insurance company is licensed in the State of North Carolina and has a contractual obligation to True Homes related to warranty expenses. However, True Integrity provides no legal or warranty obligation to Client.

	8/7/24	DocuSigned by: Nick Bacon Operation Fartner D4909F96E116464	7/15/2024
Client Signature	Date	Operations Partner Signature	Date

Page 3 of 3



FOUNDATION ADDENDUM

Client(s): Chatham County North Carolina				Community/Lot:	TFR1	("Home")
Included Foun	ndation	Mono Slab	Selected Fo	undation	Raised Stem	wall

- 1. The base price of your Home includes the foundation defined by your Community Standards ("Standard Foundation").
- If your selected foundation above ("Selected Foundation") is different from the Standard Foundation, your Homesite either
 requires an alternate foundation, or you have indicated a desire to change it. The Selected Foundation was not included in
 your base price, but may have been included in your total Purchase Price.
- 3. If you have not already been charged a line item to change your foundation on the Structural Features Addendum, we may not have been able to determine the price at the point of sale. Your True Advisor will request a custom price and we will return it to them to review with you. If the Selected Foundation price was not captured in the Construction Agreement, you will finalize your foundation choice and sign an Amendment to the Purchase Price before the Showroom.
- 4. Please note that any siding-to-wall transitions (steps in a foundation) with a basement are Homesite specific and will be determined at time of construction. Also, exterior grades at side and rear will be 3:1 slope or less. Grading plan is site specific and determined at time of basement construction. Finally, Frame Construction of any basement walls will be with 2"x6" or 2"x4" wood studs, as determined by the engineering requirements per plan.

STANDARD FOUNDATION DESCRIPTIONS

MONO SLAB	This is a formed concrete slab placed directly on the compacted ground. The plumbing is placed in the foundation before the concrete is poured, and once set, the foundation, plumbing and electrical line placement is permanent. With Mono Slabs the footing, foundation perimeter and the interior slab are formed and poured all at the same time. Most homes built in this area have a mono-slab foundation as the base home foundation type. Since the foundation is at ground level, the home will include a 3x3 concrete stoop at the rear door.
STEM WALL SLAB	This is an elevated concrete slab similar to a Mono Slab except the height of the slab wall varies depending upon what is needed to achieve proper drainage. The foundation is constructed of a poured concrete footing with a masonry wall constructed on top of the footing. The interior of the slab consists of compacted fill material and a poured concrete 'floor'. The exterior of the exposed portion of the slab may differ, depending upon community specifications. Depending on the height of the slab above grade in the rear, the home will include a 3x3 concrete stoop (slab at grade) or a 3x3 wood landing (slab above grade). Often, additional steps are required at the entry door. Stem Wall Slabs are typically used when building pad is sloped and a mono slab construction is not possible.
CRAWL SPACE	***Not available in coastal markets*** Instead of a poured concrete first floor, the floor is wood construction. The walls of a Crawl Space foundation are constructed with block on top of a poured concrete footing. The exterior of the exposed portion of the Crawl Space may differ, depending upon community specifications. The Crawl Space floor is elevated above grade; however the masonry portion (water table) of a Crawl Space will generally step down with the grade. The inside of a Crawl Space foundation is open under the first floor system of the home. Vents are installed to allow airflow through the crawl space; and, portions of the plumbing are installed in the crawl space. The bottom of the floor system is insulated, and the Crawl Space area is not considered finished space. An access panel (typically 30" x 24") is installed in the side or rear foundation wall to allow access to the crawl space. The home will include a 3x3 wood landing at the rear door.
BASEMENT	***Not available in coastal markets*** This below grade living space is accessed by a staircase installed inside the home between the first floor and the basement. Basement construction can vary. Basement walls are constructed with reinforced concrete, and may be either 'formed in place' on the job site or pre-poured concrete walls assembled on the job site. In both cases the basement walls are placed on top of a footing. Like a crawl space the floor over the basement is of wood construction. Basement wall heights may vary, depending on the grade of the lot. If the basement is a walk-out basement, the rear wall and any areas that can step down with the grade are wood construction with insulation which allows for installation of windows and a rear door. A 3x3 concrete stoop is included at the rear door.

Client Signature	8/7/24 Date		
Chatham County North Carolina		DocuSigned by:	
		Nick Bacon Operations Partner D4909E96E116464	7/15/2024
Co-Client Signature	Date	Operations Partner	Date



DONATION ADDENDUM

Client(s)	: Chatham County North Carolina		Community/Lot:	TFR1	("Home")
	lendum supplements or modifies te ent") as provided below. Unless pro				
	Client and Builder have entered an property more fully described at De more commonly known as 57 Camp	ed Book 01384, commencing at	Page 0428 of the Cha		
2.	The Value of the constructed Home	reflects the fair market value, as	determined by a thir	rd-party appr	aiser.
3.	Builder will make an unconditional of	donation of the Home to the Clie	nt.		
4.	Builder will pay all reasonable and c	ustomary Costs associated with	the Transfer of Posse	ssion of the c	onstructed Home, if any
5.	Builder will also unconditionally dor	nate all appliances and any other	furnishing (if any are		
	as of the date of the Transfer of Pos	session of the constructed Home	2.		
ح		8/7/24			
ſ	Client Signature Chatham County North Carolina	Date '			
L	Chatham County North Carolina		DocuSigned by: Nick Bacon Physical Partner Physical Physical Partner Physical Physical Partner Physical Physi		7/15/2024
-	Co-Client Signature	Date	Operations Pa	artner	Date



WARRANTY EXPECTATIONS

Client(s):	Chatham County North Carolina	Community/Lot:	TFR1	("Home"
ė.				_

PAINT

Paint imperfections should be noted prior to closing; Cosmetic issues not documented at the final homeowner closing walk are not covered by the warranty and would be homeowner maintenance.

SCRATCHES

Scratches, chips or marks in building material, including: tile, woodwork, floors, porcelain, brick, mirrors, vanity or counter tops, tubs, showers, sinks and toilets which are not noted in the final walk before closing are not covered by the warranty.

FLOORING

Floor Squeaks. Some floor squeaks may be heard when walking on wood or carpeted floor. This is expected and is not an indication of a construction deficiency. Sub-Floor Joints. It is not uncommon to see sub-floor joint seams under vinyl flooring. This is normal for this product and is not considered a warrantable issue.

INTERIOR TRIM

The interior trim of your home is a manufactured product called "MDF". AS with other wood product, MDF may be is spilled on it or near it, it should be wiped up quickly to avoid damage.

BRICK

Cracks and chips in brick are common to masonry and are not a sign of a defect. Discoloration may occur due to weathering or innate materials. Expect bricks to have some mortar stain. Repeated cleaning of brick may damage the intended finish. Mortar used to bond bricks may crack due to shrinkage of the mortar or bricks.

LANDSCAPING

Landscaping material, including sod, is a living organism that needs continuous care to survive. Water, fertilizer, grub control, and other treatments may be needed for a healthy lawn. Landscaping material is not covered by the warranty and we recommend that you consult with a professional landscaper if you have any questions or concerns.

DRAINAGE

Maintenance of lawns, landscaping and drainage pathways is a homeowner maintenance responsibility. Please review your established drainage pattern carefully with your Personal Builder prior to closing. You are responsible for establishing ground cover of the rear yard or other non-sodded areas to prevent erosion and washout.

EXTERIOR DOORS

Doors are manufactured to meet industry design criteria for protection against air and water infiltration. They are designed to prevent water leaks during a damaged by exposure to moisture. If liquid steady 15 minute rain with sustained winds at 25mph or less. If the rain duration is longer or the wind is higher, you could experience some seepage around the door. We recommend adding a storm door to exterior doors not covered by by a porch to reduce the likelihood of driven water intrusion.

CAULK

Caulking is a homeowner maintenance responsibility. Shrinkage of interior and exterior caulk is expected, as is cracking of the caulk due to normal expansion and contraction of materials. Cracks that form in exterior wood should also be caulked and painted. For best results, caulk should be inspected and repaired twice per year in warm weather (spring and fall), especially in areas subject to moisture. Failure to repair caulk regularly, may result in water infiltration, which can lead to damage in the home and mold growth which is not covered by the warranty.

CONCRETE

Minor cracks in concrete (driveways, sidewalks, patio, foundation) will occur normally as a result of normal expansion and contraction caused by weather change. Such cracks are not considered a deficiency, will not impair the use of the concrete and will generally not be covered by the warranty. However, during the first year, the warranty will cover cracks larger than 1/4" in width or 3/16" in vertical displacement. If a large crack appears that requires repair, we will correct it by using an appropriate joint filling compound. To protect the surfaces of your concrete, avoid using de-icing material and use plain sand for additional traction as needed in winter months. We would also recommend the application of a high-quality sealant to the concrete to protect the surface from road salts and other chemicals that may drip onto your concrete.

FROZEN PIPES

Frozen exterior water spigots, including garage spigots, are not a warranty item. Water hoses, splitters, or sprinklers should be removed from water spigots during cold weather since they will prevent the self-draining function of the spigot and can cause pipes to freeze and burst. During winter months, the interior temperature of the home should be set to at least 65 degrees to prevent damage to water pipes. During extreme cold, we recommend that faucets be allowed to drip and that interior cabinet doors be opened to allow pipes to heat.

	8/7/24		
Client Signature	Date	Co-Client Signature	Date
Chatham County North Carolina			

True Homes, LLC @ 2008 Revised 112921



True Homes DARE TO COMPARE

District						
	Community Specification Sheet					
	These features are unique to ye	our Community. Any exceptions to the Collection Standards described below are noted here.				
#	CATEGORY	SPECIFICATION				
1	Community Specific: Foundation	Mono Slab Foundation				
2	Community Specific: Exterior Siding/Trim	Vinyl Siding with Vinyl Soffit; Aluminim Coil wrapped 6" fascia; Vinyl Porch Ceilings and 3 Piece Vinyl Corners				
3	Community Specific: Eave Type	Flush Rake				
4	Community Specific: Landscaping	Tree and shrub landscape package - (5) Plants, (1) Tree, Pine straw beds, Seed and Straw Disturbed				
200		areas; All Corner Lots will Include a CNR1 or CNR2 (v.1, 2, or 3) Landscaping Package				
5	Community Specific: Garage	Per Plan				
6	Community Specific: Garage Door Community Specific:	Per Plan				
7	Drive way/Side walk	Per Plan				
8	Community Specific: Furnace Room Ventilation	none				
9	Community Specific: Utilities	Electric Heat Pump Standard				
10	Community Specific: Mailbox	Verify Type Required				
11	Community Specific: Unique Elevation	None				
	Requirements Collection Specification Exceptions:					
12	Misc Specification Exceptions.	none				
		Integrity Specification Sheet				
	Any exceptions (to the specifications listed are noted in the Community Specifications (above).				
13	Exterior: Masonry	Brick/stone applied to front facades only (per Elevation); all return walls will have vinyl/cement siding (per				
overen overen	10000000000000000000000000000000000000	siding specification)				
14	Exterior: Shutters	Vinyl Shutters (per elevation)				
15	Exterior: Windows	Low-E, single hung, dual pane, vinyl windows with screens				
16	Exterior: Front Door	6'8" six-panel steel insulated entry door with deadbolt				
17	Exterior: Front Door Light	Outdoor wall light or flush mount light (H532001-28-30-Q24) (White) (per plan), see showroom				
18 19	Exterior: Rear Door	Full Light 6'8" steel rear door with deadbolt or Clear Sliding Glass Door (PER PLAN)				
20	Exterior: Rear Door Light Exterior: Ext Door HW	Outdoor wall light, (H532001-28-30-Q24) (White) ceiling mount (per plan), see showroom Brushed stainless door hardware				
21	Exterior: Garage-To-House Door	6' 8" six-panel steel door				
22	Exterior: House-To-Garage Steps	Treated Lumber (when required)				
23	Exterior: Garage Doors	(1-2) 8'x7' or (1) 16' x 7' insulated garage doors (Sonoma) (per plan)				
24	Exterior: Rear Porch / Lanai Lighting	Exterior Ceiling Fan w/ Light Kit – White (#P2502-30) (per plan)				
25	Exterior: Shingles	25 Year 3-tab shingles				
26	Exterior: Porch Type	Front Full or Partial Porch (per elevation)				
27	Exterior: Porch & Porch Step Railing	Painted wood rail and spindles (per elevation & as required per building codes)				
28	Exterior: Gutters	Minimum 4" Seamless aluminum gutters with downspouts and splash blocks				
29	Exterior: Driveway/Sidewalk	4" Concrete				
30	Exterior: Rear Stoop	3 x 3 or 6 x 3 concrete stoop (PER PLAN)				
31	Interior: Fireplace	None				
32	Interior: Lighting - Recessed Can Lights	None				
33	Interior: Lighting - Foyer	Foyer ceiling light varies single story foyer, (P400064-008) two story foyer fixture (BN)				
34	Interior: Lighting - Dining Room	5 light fixture (BN)				
35	Interior: Lighting - Great Room	Great Room ceiling light single story, two story P400064-008				
36	Interior: Lighting - Hallways, Closets,	Close to ceiling fixture (BN); Owner Closet P810012-028-30; Laundry P3410-09; Common areas P350044				
	Utility Room, & Common Areas	09; Wall Sconce P7181-09 (per plan)				
37	Interior: Lighting - Owner's Suite	Close to ceiling light (BN)				
38	Interior: Lighting - Secondary Bdrms	Close to ceiling light (BN)				
39	Interior / Exterior: Lighting - Garage	Keyless light fixture with bulb and switch				
40	Interior: Trim - Built ins Interior: Trim - Crown Molding	Painted built-in bench (per plan)				
41	Locations	None				
42	Interior: Trim - Interior Openings	Drywall Wrapped				
43	Interior: Trim - Column Details	Drywall wrapped (per plan)				
44	Interior: Window Trim	Drywall wrapped window				
45	Interior: Trim - Baseboard & Casing	Colonial style base trim and casings				
46	Interior: Trim - Ceiling Treatments	None				
47	Interior: Trim - Study Ceiling	None				
48	Interior: Trim - Wainscot Locations	None				
49	Interior: Stair Parts - 1st Floor Interior: Stair Parts - 2nd Floor &	Half-wall with painted MDF cap at 1st floor stairs				
50	Overlooks	Half-wall with painted MDF cap at 2nd floor stairs				
51	Interior: Stair Treads	Boxed / Carpet treads				
52	Interior: Interior Doors - 1st Floor	6'8" Hollow core doors (2 or 6 panel)				

53	Interior: Interior Doors - 2nd Floor	6'8" Hollow core doors (2 or 6 panel)
54	Interior: Int Door HW	Interior door hardware (knobs) (BN)
55	Interior: Flooring - Default 1st Floor	Vinyl flooring in foyer, kitchen, powder/bathroom, garage entrance/mudroom area, laundry room. Mohawk® Carpet (Level 1) in living /great room, dining room, hallways, "True Space" areas and 1st floor bedrooms
56	Interior: Flooring - Default 2nd Floor	Vinyl flooring in bathroom, laundry room (per plan). Mohawk® Carpet (Level 1) in all bedrooms, hallways and living areas
57	Interior: Flooring - Carpet Pad	5.5lb carpet pad
58	Interior: Finishes - Furnace & Storage	Furnace Room: Unfinished OSB walls ceilings, w/ painted OSB floor or unpainted concrete floor; Storage or
100000	Rooms / Water Heater Closet	Water Heater Closet (w/out Furnace): Finished Drywall & paint w/ vinyl flooring
59	Interior: Drywall - House	Smooth finish walls and ceilings
60	Interior: Drywall - Garage	Rough tape seams; no insulation of exterior walls; ceiling insulation under living space only
61	Interior: Paint - Walls	Flat wall paint (white)
62	Interior: Paint - Trim	Semi-gloss (white)
63	Interior: Shelving - Owner's Suite Interior: Shelving - Secondary	Wire ventilated single hung shelving
64	Bedrooms Secondary	Wire ventilated single hung shelving
65	Interior: Shelving - Pantry	Wire ventilated shelving (5 shelves)
66	Interior: Shelving - Linen Closets	Wire ventilated shelving (5 shelves)
67	Interior: Shelving - Other Closets	Wire ventilated single hung shelving
68	Kitchen: Cabinets	Seacrest (2 stains), w/ 30" / 36" uppers with castle design, crown molding, refrigerator end panels & cabinet above refrigerator: Includes soft close doors
		Seacrest (2 stains), Level 1 countertop (granite or quartz) veneer skin with corner bead trim and brackets
69	Kitchen: Cabinets - Island (per plan)	(per plan); Includes soft close doors
70	Kitchen: Cabinets - Hardware	Whole House Cabinet Hardware
71	Kitchen: Cabinets - Butler Pantry (per plan)	Seacrest (2 stains) w/ 30"/36" Staggered Cabinets w/ level 1 countertop and level 1 tile backsplash (per plan)
72	Kitchen: Cabinets - Under Upper Cabinet Electrical	None
73	Kitchen: Cabinets - Trash Can	None
74	Kitchen: Cabinets - Tilt Out Sink Tray	None
75	Kitchen: Cabinets - Drawer Upgrades	None
	Kitchen: Cabinets - Lower Slide Out	
76	Shelves	None
77	Kitchen: Countertops	Level 1 Countertop (granite or quartz)
78	Kitchen: Backsplash	Ceramic tile backsplash (Level 1)
79	Kitchen: Plumbing - Faucet	Pull-Out - (1 Hole)
80	Kitchen: Plumbing - Sink	18 gauge (9" depth), 304 Stainless Steel Undermount single or double - bowl
81	Kitchen: Appliances - Range Hood	None
82	Kitchen: Appliances - Microwave Hood	Stainless Steel Microwave
83	Kitchen: Appliances - Dishwasher Kitchen: Appliances - Oven/Microwave	Stainless steel dishwasher
84	Combo	None
85	Kitchen: Appliances - Range	Stainless steel electric range w/glass cooktop
86	Kitchen: Appliances - Disposal	Under sink 1/3 hp disposal
87	Kitchen: Trim - Beams	None
88	Kitchen: Lighting - Breakfast Nook	Light fixture (BN)
89	Kitchen: Lighting - Island (per plan)	Pendant fixture (BN) (per Plan)
90	Kitchen: Lighting - Overhead	Close to ceiling light (BN)
91	Owner's Bathroom: Cabinets - Vanity	Seacrest (2 stains) adult height single or double bowl (per plan); Includes soft close doors
92	Owner's Bathroom: Cabinets - Hardware	Whole house cabinet hardware
93	Owner's Bathroom: Countertops	1.5 CM Frost White Quartz with undermount sink
94	Owner's Bathroom: Flooring	Vinyl Flooring
95	Owner's Bathroom: Lighting - Vanity	3-light fixture (per bowl) (BN)
96	Lights Owner's Bathroom: Lighting - Exhaust Fan	Exhaust fan/light combination
97	Owner's Bathroom: Plumbing -	None
98	Owner's Bathroom: Plumbing - Tub	None
99	Faucet Owner's Bathroom: Plumbing - Tub/Shower or Shower	Vikrell 60" x 34" shower unit with glass door (per plan)
100	Owner's Bathroom: Plumbing - Shower or Tub/Shower Faucet	Single - handle Shower Faucet (CH)
101	Owner's Bathroom: Plumbing - Number of Vanities	Single or double (per plan)
102	Owner's Bathroom: Plumbing - Vanity Faucet	Dual - handle w/ 4" Centerset (CH)
103	Owner's Bathroom: Plumbing - Toilet	MX-20-902 Standard Height, round or MX-20-912 elongated, 1.6gpf (white)
104	Owner's Bathroom: Accessories - Mirrors	Plate (1 - 2 per plan)
105	Owner's Bathroom: Accessories - Shower Door/Shower Rod	Framed glass shower door (CH)
106	Owner's Bathroom: Accessories - Bath	
106	Hardware Secondary Bathroom: Cabinets -	(1) Towel bar and (1) paper holder (CH) Seacrest (2 stains) std height w/ single - bowl (per plan); Includes soft close doors
	Vanity Secondary Bathroom: Cabinets -	
108	Hardware	Whole house cabinet hardware
109	Secondary Bathroom: Countertops	White cultured marble vanity top with built-in sink

110	Secondary Bathroom: Flooring	Vinyl Flooring
111	Secondary Bathroom: Lighting - Vanity Light	2-light fixture (per bowl) (BN)
112	Secondary Bathroom: Lighting - Exhaust Fan	Bath exhaust fan/light
113	Secondary Bathroom: Plumbing - Tub/Shower	Vikrell 60"x30" tub/shower unit w/walls
114	Secondary Bathroom: Plumbing - Vanity Faucet	Dual - handle w/ 4" Centerset (CH)
115	Secondary Bathroom: Plumbing - Tub/Shower Faucet	Single - handle Tub/shower faucet (CH)
116	Secondary Bathroom: Plumbing - Toilet	MX-20-902 Standard Height, round or MX-20-912 elongated, 1.6gpf (white)
117	Secondary Bathroom: Accessories - Mirror	Plate (1 - 2 per plan)
118	Secondary Bathroom: Accessories - Bath Hardware	(1) Towel bar and (1) paper holder (CH)
119	Powder Room: Cabinets - Vanity	None
120	Powder Room: Cabinets - Hardware	None
121	Powder Room: Countertops - Sink	None
122	Powder Room: Flooring	Vinyl Flooring
123	Powder Room: Plumbing - Lav Faucet	Dual - handle w/ 4" Centerset (CH)
124	Powder Room: Plumbing - Toilet	MX-20-902 Standard Height, round or MX-20-912 elongated, 1.6gpf (white)
125	Powder Room: Plumbing - Pedestal Sink	Petite w/4" Centerset hole drill (white)
126	Powder Room: Lighting	2-light fixture (per bowl) (BN)
127	Powder Room: Lighting - Exhaust Fan	Fan (per plan)
128	Powder Room: Accessories - Wainscot Trim	None
129	Powder Room: Accessories - Mirror	Oval beveled mirror (per plan)
130	Powder Room: Accessories - Bath Hardware	(1) Towel ring and (1) paper holder (CH) (per plan)
131	Laundry Room: Cabinets	None
132	Laundry Room: Cabinets - Hardware	None
133	Laundry Room: Flooring	Vinyl Flooring
134	Energy: Energy - HERS Energy	HERS Energy rated by third-party
135	Energy: Energy - Pre-drywall Inspection	Pre-drywall energy inspection by third-party
136	Energy: Energy - Blower Door Test	Blower door tested for air leakage by third-party
137	Energy: Lighting - Lightbulbs	CFT or LED light bulbs (per fixture)
138	Energy: House Wrap	Vapor barrier house wrap
139	Energy: Insulation - Walls	R-13 fiberglass insulation (conditioned space)
140	Energy: Insulation - Ceiling	R-30 blown insulation (living areas)
141	HVAC: Furnace	80% Gas Furnace or electric heat pump (individual climate zone per floor) (1 - 2 per plan) - (Type is per community standards -see 9)
142	HVAC: A/C Unit	HVAC: A/C Unit
143	HVAC: Thermostat	(1) Thermostat per floor (programmable)
144	Electrical: Main Service	200 Amp electrical service (size based on home square footage)
145	Electrical: Baseboards Outlet	None
146	Electrical: Switches/Outlet Covers	White switches and outlet covers
147	Phone: Electrical - Phone/Cable Outlets	(2) Phone outlet and (2) cable outlets
148	Cable: Electrical - Smoke/Carbon Monoxide Detectors	Smoke and carbon monoxide detectors per code
149	Electrical: Garage Door Opener	Garage door opener (chain)
150	Electrical: Exterior Electrical Outlets	(2) weatherproof electric outlets (Determined by code)
151	Plumbing: Water Heater	50 gallon electric water heater
152	Plumbing: Supplys	PEX® system plumbing supply
153	Plumbing: Hose Bibs	(2) hose bibs (location per plan)
154	Structural: Framing	Stick framed construction
155	Structural: Framing - Studs - Walls	16" OC Stud spacing - load bearing walls; 24" OC Stud spacing - non-load bearing walls
156	Structural: 1st Floor Ceiling Height	9' first floor ceilings
157	Structural: 2nd Floor Ceiling Height	8' second floor ceilings (per plan)
158	Structural: 2nd Floor System	Engineered I-Joist 2nd floor system
159	Structural: Roof Trusses	Engineered roof trusses; Minimum Roof Pitch: 6:12
160	Structural: Exterior Wall/Roof Sheathing	OSB or composite material on exterior walls and OSB roof sheathing
161	Structural: Sub-Floors	OSB sub-floors with TetraGrip® fasteners and glue
162	Warranty: Structural	True Homes 10 year structural warranty
		Line was a production of the second contract

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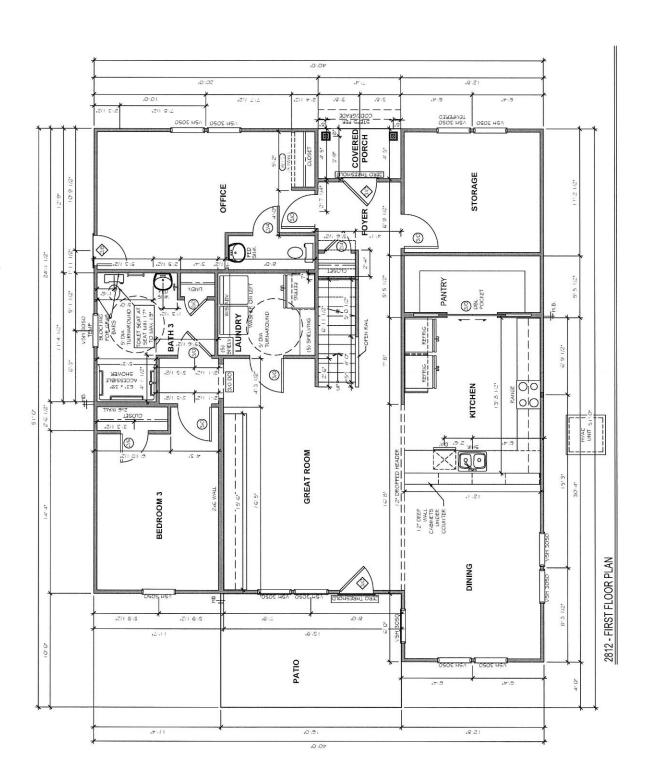
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2+ IH5	RESOUTION. 25. TYPICAL FOUIDATION AND ENGINEERING CONSTRUCTION DETAILS ARE SHOWN IN RESPECTIVE PLANS. TYPICAL DETAILS SHAL	RFAR CONCRETE PATIO 100 50.FT.	90	D5.3 TYP STAIR DETAILS D9 TYP CORNICE DETAILS
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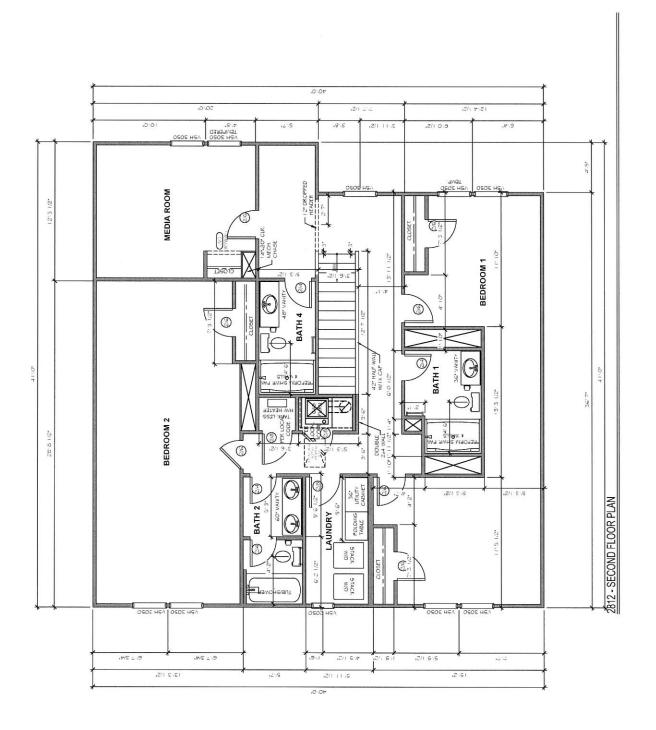
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Daniel

DATE

07.05.2024

SCALE



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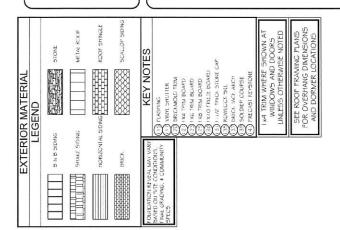
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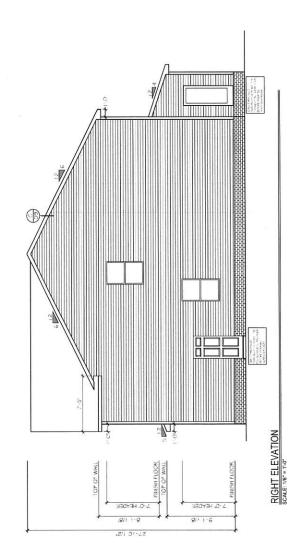
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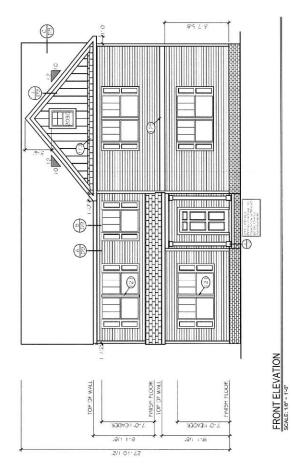
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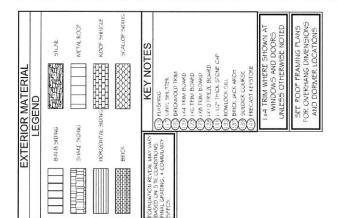
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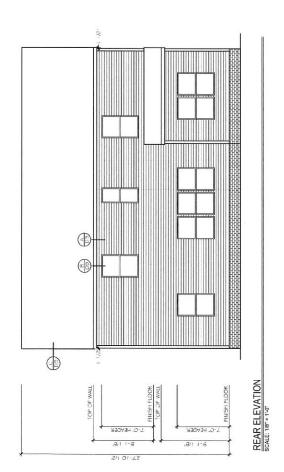
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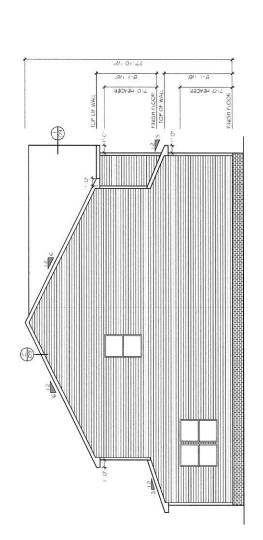
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17.3 ALL About U
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Sulte 104
Monroe, N.C. 28110
704-271-1191









TRUE HOMES LIMITED HOME WARRANTY

This Limited Home Warranty is provided at no cost to you by True Homes, LLC and provides protection for the Home more fully described in the Home Agreement. The Home was built by True Homes, LLC and is protected by a Limited Warranty Policy issued by True Homes, LLC. This Limited Home Warranty will become effective at: the Transfer of Possession of completed Home by True Homes, LLC to Chatham County, North Carolina following the construction of the Home ("Effective Date"). Capitalized terms or terms in Bold type used but not otherwise defined in the text of this Limited Home Warranty shall have the meanings assigned to them in Section IX of this Limited Home Warranty. Any remaining warranty under this Limited Home Warranty will automatically transfer to any subsequent record owner(s)of the real property, but the Effective Date of this Limited Home Warranty will remain the same.

WAIVER OF TRIAL BY JURY; WAIVER OF RIGHT TO PARTICIPATE IN CLASS ACTION. EXCEPT AS EXPRESSLY PROHIBITED BY LAW, TRUE HOMES, LLC AND CHATHAM COUNTY, NORTH CAROLINA BOTH KNOWINGLY AND VOLUNTARILY AGREE TO WAIVE ANY RIGHT TO TRIAL BY JURY AND ANY RIGHT TO PARTICIPATE IN A CLASS ACTION AND INSTEAD AGREE TO SUBMIT ANY AND ALL DISPUTES WHATSOEVER, INCLUDING WITHOUT LIMITATION, DISPUTES ARISING FROM THIS LIMITED HOME WARRANTY, THE LIMITED HOME WARRANTY DOCUMENTS, THE HOME AGREEMENT, THE HOME, OR THE RELATIONSHIP BETWEEN THE PARTIES, TO BINDING ARBITRATION, AS GOVERNED BY THE FEDERAL ARBITRATION ACT (9 U.S.C. §§ 1 et seq.), AND AS MORE SPECIFICALLY DESCRIBED IN THE DISPUTE RESOLUTION PROCEDURE SECTION OF THIS LIMITED HOME WARRANTY, SECTION VII BELOW.

<u>WAIVER OF CONSEQUENTIAL DAMAGES</u>. CHATHAM COUNTY, NORTH CAROLINA ALSO WAIVES THE RIGHT TO RECOVER FROM TRUE HOMES, LLC ALL CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGE, INCLUDING EMOTIONAL DISTRESS, PAIN AND SUFFERING, LOST PROFITS, DEPRECIATION OR OTHER STATUTORY DAMAGES, LOST WAGES OR OPPORTUNITY, LOST OR DAMAGED HOUSEHOLD ITEMS, HOUSING OR MEDICAL EXPENSE. The total liability under this Limited Home Warranty is limited to the most recent appraisal value at the time of the Transfer of Possession of the Home from True Homes, LLC to Chatham County, North Carolina.

<u>WAIVER OF IMPLIED WARRANTIES</u>. CHATHAM COUNTY, NORTH CAROLINA WAIVES ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF HABITABILITY. Other than as provided in this Limited Home Warranty, True Homes, LLC makes no other warranty, either express or implied, in connection with transfer of the possession of the Home or construction of the Home. All other warranties are excluded, except as expressly provided in this Limited Home Warranty. There are no warranties which extend beyond the face of this Limited Home Warranty policy.



I. Coverage Limit

The Liability under this Limited Home Warranty is limited to the most recent appraisal value at the time of original transfer of the possession of the Home from True Homes, LLC to Chatham County, North Carolina. This is the most **we** will pay or expend for all covered **Defects** or **Load Bearing Deficiencies** regardless of the number of claims made during the warranty period. Once **our** limit of liability has been paid, no further claims can be made against this **Limited Home Warranty**.

II. Warranty Coverage

Coverage under this Limited Home Warranty changes over the course of the warranty term as follows:

- A. <u>FIRST YEAR COVERAGE</u>: Beginning on the <u>Effective Date</u>, True Homes, LLC warrants for <u>ONE YEAR</u> that construction of <u>your</u> Home will conform to the <u>STANDARDS OF PERFORMANCE FOR FIRST YEAR COVERAGE</u>. First Year Coverage expires on the <u>FIRST</u> anniversary of the <u>Effective Date</u>. To be eligible for First Year Coverage, <u>we</u> must receive written notice of the <u>Defect</u> prior to the expiration date of the coverage.
- B. FIRST AND SECOND YEAR COVERAGE: Beginning on the Effective Date, True Homes, LLC warrants for <u>TWO YEARS</u> that the Mechanical Systems will conform to the <u>STANDARDS OF PERFORMANCE FOR FIRST AND SECOND</u> <u>YEAR COVERAGE</u>. First and Second Year Coverage for Mechanical Systems expires on the <u>SECOND</u> anniversary of the Effective Date. To be eligible for Second Year Coverage, we must receive written notice of the <u>Defect</u> prior to the expiration date of the coverage.
- C. <u>LOAD BEARING COVERAGE:</u> Beginning on the *Effective Date*, True Homes, LLC warrants for <u>TEN YEARS</u> that no LOAD BEARING DEFICIENCY exists in the Home. Load Bearing Coverage begins on the *Effective Date* and expires on the <u>TENTH</u> anniversary of the *Effective Date*. To be eligible for Load Bearing Coverage we must receive written notice of the *Load Bearing Deficiency* prior to the expiration of the coverage.

III. Our Coverage Obligations

All notices of **Defects, Load Bearing Deficiencies**, and complaints under this **Limited Home Warranty** must be made by **you** in writing, either mailed to the claim address below, or submitted via electronic message to <u>Warranty@truehomesusa.com</u>. Telephonic or face-to-face discussion will not protect **your** rights under this **Limited Home Warranty**.

We will have been considered to have breached this **Limited Home Warranty** only if **we** fail to correct a **DEFECT** or **LOAD BEARING DEFICIENCY** in accordance with the terms and conditions of this **Limited Home Warranty**.

<u>DEFECT</u>: In the event a **DEFECT** occurs during the applicable coverage period, **we** will, upon receiving written notice from **you**, test or inspect the **DEFECT** to confirm coverage within a reasonable time after **we** receive **your** notice. Upon confirmation of a **DEFECT**, **we**, **or** another third party designated by **us** will repair, replace, or pay **you** the actual cost of repairing or replacing the **DEFECT**. The decision to repair, replace, or to make payment to **you** is at **our** sole option.

<u>LOAD BEARING DEFICIENCY</u>: In the event a **LOAD BEARING DEFICIENCY** occurs during the applicable coverage period, **we**, or another third-party designated by **us** will, upon receiving written notice from **you**, test or inspect the **LOAD BEARING DEFICIENCY** to confirm coverage within a reasonable time after **we** receive **your** notice. Upon confirmation of a **LOAD BEARING DEFICIENCY**, **we**, or another third-party designated by **us** will repair, replace or pay **you** the actual cost of repairing or replacing the **LOAD BEARING DEFICIENCY**. The decision to repair, replace, or to make payment to **you** is at **our** sole option.

IV. Coverage Limitations

This Limited Home Warranty is not an insurance policy and does not take the place of either your general liability insurance or any Homeowners / Owners' / Tenants' Insurance policy. When we repair a Defect or Load Bearing



Deficiency, the repair will include the correction or replacement of only those surfaces, finishes and coverings that were damaged by the **Defect** or **Load Bearing Deficiency** that were part of the **HOME on the Effective Date.**

Our obligation to replace or repair an item pursuant to the Load Bearing Coverage in Section II(C) of this Limited Home Warranty does not extend to options contractually designated by True Homes as a "structural option" unless such option is also listed under the Load Bearing Coverage listed in this Limited Home Warranty. These non-Load Bearing options include, without limitation, non-load partitions and walls, wall or floor tile, drywall and plaster, floor and sub-flooring material, brick, stucco, stone or veneer, any type of exterior siding, roof shingles, sheathing or flashing, mechanical systems, appliances, fixtures, smart home technology, doors, trim, cabinets, windows, hardware, insulation, or paint.

We will repair and replace surfaces, finishes and coverings that require removal or replacement in order for us to repair or replace a Defect or Load Bearing Deficiency. The extent of our repair and replacement of these surfaces, finishes or coverings will be to <u>approximately the same condition</u> they were in prior to the Defect or Load Bearing Deficiency, but not necessarily to a like-new condition. We will only refinish those surfaces that were damaged by a Defect or Load Bearing Deficiency.

When **we** undertake repair on surfaces, finishes and coverings, **our** repair will attempt to achieve as close a match with the original surrounding areas as is reasonably possible, but **we** cannot guarantee an exact match due to such factors as fading, aging and unavailability of the same materials. **By way of illustration, and not by limitation, the following specific areas of potential misunderstandings are noted**:

- 1. Flooring. We will repair or replace only the defective or damaged portion of the flooring and may substitute a similar product in place of unavailable material even where color, style, pattern, or sheen differences exist between the new material and the existing flooring. Alternatively, we may replace the entire room of flooring and insert one or more transition strips as needed to transition the replaced floor to existing and undamaged material in adjacent rooms, even where no transition strip existed prior to the repair.
- 2. Siding. We will repair or replace only the defective or damaged siding material and may substitute a similar product in place of the unavailable material even where color, style, pattern, or sheen differences exist between the new material and the existing flooring. Alternatively, we may replace one entire elevation of siding even when the material does not exactly match the other elevations.
- 3. Exterior Painting. We will paint only the replaced or repaired material even where color, style, pattern, or sheen differences exist between the new paint and the existing painted surfaces. Alternatively, we may voluntarily paint one entire elevation of siding even when the paint does not exactly match the other elevations.
- 4. **Interior Painting**. **We** will paint only the replaced or repaired material even where color, style, pattern, or sheen differences exist between the new paint and the existing painted surfaces. Alternatively, **we** may voluntarily paint one wall in a room even when the paint does not exactly match the other walls.
- 5. Concrete Flatwork. We will repair or replace only the defective or damaged portion of the concrete even where color, style, pattern, or sheen differences exist between the new material and the existing concrete. Alternatively, we may replace an entire section of concrete even when it will not be an exact match in color or sheen of surrounding material.
- 6. Countertops and Backsplashes. We will repair or replace only the defective or damaged portion of the countertop or backsplash where color, style, pattern, or sheen differences exist between the new material and the existing surface. Alternatively, we may replace an entire section of countertop or backsplash up to the next existing seam or break of material, even when it will not be an exact match in color or sheen of surrounding material.
- 7. Granite, Stone, or Solid Surfaces. We will repair or replace only the defective or damaged portion of the solid surface where color, style, pattern, or sheen differences exist between the new material and the existing surface. Alternatively, we may replace an entire section of the solid surface up to the next existing seam or break of material, even when it will not be an exact match in color or sheen of surrounding material.



8. **Plumbing or Electrical Fixtures.** We will repair or replace only the defective or damaged plumbing or electrical fixtures with the same plumbing or electrical fixture when the same product or material is available. If the product has been discontinued or is unavailable, we may replace with a similar product of substantially the same value even when there are color, style, pattern, or sheen differences between the new plumbing or electrical fixtures and the existing plumbing or electrical fixtures.

V. Exclusions

- A. This Limited Home Warranty does not cover:
 - 1. Any **Defect** or **Load Bearing Deficiency** resulting, either directly or indirectly, from the following causes or occurring in the following situations:
 - a. Fire;
 - b. Lightning;
 - c. Acts of God;
 - d. Explosion;
 - e. Riot and Civil Commotion;
 - f. Smoke;
 - g. Hail;
 - h. Aircraft;
 - i. Falling Objects;
 - j. Vehicles;
 - k. Floods;
 - I. Wind Driven Water;
 - m. Earth Movement including but not limited to:
 - i. Earthquake, landslide or mudslide;
 - ii. Mine subsidence, sinkholes or changes in the underground water table not reasonably foreseeable at the time of construction;
 - iii. Volcanic eruption; explosion or effusion;
 - n. Wind including but not limited to:
 - i. Gale force winds;
 - ii. Hurricanes;
 - iii. Tropical storms;
 - iv. Tornadoes;
 - o. Insects, animals or vermin;
 - p. Rot, moisture, corrosion, rust, mold or mildew;
 - q. Changes of the grading of the ground by anyone other than us or our agents, or subcontractors;
 - Changes, additions, or alterations made to the Home by anyone after the Effective Date, except those made or authorized by us;
 - Any defect in material or workmanship supplied by anyone other than us or our agents, or subcontractors;
 - t. Improper maintenance, negligence or improper use of the Home by you or anyone else;
 - u. Dampness or condensation due to your failure to provide adequate ventilation;
 - v. Abnormal loading on floors which exceeds design loads;
 - Any costs arising from, or any Defect or Load Bearing Deficiency resulting from the actual, alleged or threatened discharge, dispersal, release or escape of Pollutants. We will not cover costs or expenses arising from the uninhabitability or health risk due to the proximity of Pollutants. We will not cover costs, or expenses resulting from the direction of any governmental entity to test, clean-up, remove, treat, contain or monitor Pollutants;
 - 3. Any costs arising from, or any **Defect** or **Load Bearing Deficiency** resulting from the effects of electromagnetic fields (EMF's) or radiation;
 - 4. Any damage to personal property;



- Any CONSEQUENTIAL or INCIDENTAL DAMAGES;
- 6. Any damage to CONSUMER PRODUCTS;
- Any Defect or Load Bearing Deficiency that you become aware of when or after the HOME is not being used primarily as a residence;
- 8. Any **Defect** or **Load Bearing Deficiency** which **you** have not taken timely and reasonable steps to protect and minimize damage after **we** have provided **you** with written authorization to prevent further damage;
- Any Defect or Load Bearing Deficiency that is covered by any other express warranty or insurance coverage you may have;
- Any loss or damage because of any **Defect** or **Load Bearing Deficiency** which would not have occurred
 in the absence of one or more of the events or conditions listed in **Exclusions**, Section A.1, A.2 or A.3
 above; and
- 11. Any non-conformity with local building codes, regulations or requirements that has not resulted in a Defect or Load Bearing Deficiency. While we acknowledge our responsibility to build in accordance with applicable building codes, this Limited Home Warranty does not cover building code violations in the absence of a Defect or Load Bearing Deficiency. In such instance, your recourse is under the building code and other applicable laws and not under this Limited Home Warranty. This exclusion in no way mitigates or relieves us of our obligation to build in accordance with applicable building codes.

VI. How to File a Claim Under This Limited Home Warranty

If you become aware of a **DEFECT or LOAD BEARING DEFICIENCY** that you believe is covered under this **Limited Home Warranty**, you have the following responsibilities:

- A. Notification: Notify us in writing as soon as it is reasonably possible, but in no event may your written notice be received by us or postmarked later than thirty (30) days after the Limited Home Warranty for the DEFECT or LOAD BEARING DEFICIENCY expires. If the written notice is postmarked or received by us after the warranty expiration date defined in Section II of this Limited Home Warranty, we shall have no obligation to repair or replace the DEFECT or LOAD BEARING DEFICIENCY.
- B. Cooperate With us: You must give us, our employees, agents, subcontractors or insurers reasonable help in investigating, monitoring or correcting Defects or Load Bearing Deficiencies. Help includes, but is not limited to, granting us reasonable access to your HOME. If you fail to help us, we will have no obligation to repair, replace or pay you for Defects or Load Bearing Deficiencies.
- C. Do Not Make Voluntary Payments: You agree not to make any voluntary payments or assume any obligations or incur any expenses for the remedy of a condition you believe is a DEFECT or LOAD BEARING DEFICIENCY without our prior written approval. We will not reimburse you for costs incurred where you did not obtain our prior written approval. However, you may incur reasonable expenses in making repairs in an <u>EMERGENCY CONDITION</u> without our prior written approval, provided the repairs are solely for the protection of the HOME from further damage, and provided you notify us as soon as possible, but in no event later than 5 days after the repairs were undertaken. To obtain reimbursement for repairs made during an <u>EMERGENCY CONDITION</u>, you must provide us with an accurate written record of the repair costs.
- D. Sign A Release: When we have completed repairing, replacing or paying you the cost of repairing or replacing, Defects or Load Bearing Deficiencies, you agree to sign a full release of our obligation for the Defects or Load Bearing Deficiencies we corrected.
- E. **If you Disagree With us:** Binding Arbitration will be the sole remedy for resolving disputes between **you** and **us** that arise from or relate to this **Limited Home Warranty**. The Dispute Resolution Procedure is more fully described in Section VII of this Limited Home Warranty.



VII. Dispute Resolution Procedure

True Homes, LLC and Chatham County, North Carolina acknowledge and agree that this Limited Home Warranty affects interstate commerce by virtue of the materials and components in the Home. Any dispute arising out of or relating to this Limited Home Warranty shall be resolved by binding arbitration pursuant to the Federal Arbitration Act, and shall be administered by such third-party arbitration administrator designated according to this Section VII, in accordance with its applicable rules for governing residential construction disputes. Disputes subject to binding arbitration include but are not limited to:

- A. Whether a DEFECT or LOAD BEARING DEFICIENCY is covered by this Limited Home Warranty;
- B. We fail or refuse to correct a **DEFECT** or **LOAD BEARING DEFICIENCY** to **your** satisfaction or in a manner that **you** believe this **Limited Home Warranty** requires;
- C. We fail to respond to your written notice of a DEFECT or LOAD BEARING DEFICIENCY;
- D. Any alleged breach of the Home Agreement or this Limited Home Warranty;
- E. Any alleged violations of consumer protection, license rules, unfair trade practice, or other statutes;
- F. Any dispute concerning whether an issue should be submitted to binding arbitration;
- G. Any dispute concerning the timeliness of binding arbitration requests.

Any binding arbitration proceeding will be administered by one of the following arbitration administrators:

- i. DeMars & Associates, LTD;
- ii. Such other independent third-party arbitration administrator appointed by **us** that is qualified to administer arbitration pursuant to the Federal Arbitration Act; or
- iii. Such other independent third-party arbitration administrator designated by you that is (a) acceptable to us; (b) qualified to administer arbitration pursuant to the Federal Arbitration Act; and (c) willing to administer the arbitration consistent with this Limited Home Warranty.

The arbitrator will determine **your** and **our** rights and obligations under this **Limited Home Warranty**. These rights and obligations include but are not limited to those provided to **you** or **us** by local, state or federal statutes in connection with this **Limited Home Warranty**.

The award of the arbitrator will be final, binding and enforceable as to both **you** and **us**, except as modified, or vacated in accordance with applicable rules and procedures of the designated arbitration organization, or, in their absence, the Federal Arbitration Act.

Binding arbitration will be the sole remedy for resolving disputes for **you** and **us**. The cost and expense for the arbitration will be paid by **us** except for the One Hundred Dollar (\$100.00) arbitration filing fee which will be paid by the party requesting arbitration. If **you** request arbitration and **you** prevail on any claimed **DEFECT or LOAD BEARING DEFICIENCY** under dispute, the One Hundred Dollar (\$100.00) arbitration filing fee will be refunded to **you**. The process for either party to initiate arbitration is described below.

Step 1 Either party may complete a <u>Binding Arbitration Request Form</u> and mail it to the following:

True Homes Legal Department Attn: Arbitration Requests 2649 Brekonridge Centre Drive Monroe, NC 28110 legal@truehomesusa.com

A Binding Arbitration Request Form is attached to this **Limited Home Warranty**. The Binding Arbitration Request Form must be received no later than 90 days after the coverage for the disputed item expires. Please note that while **you** have 90 days to file for arbitration, this time period does not extend the warranty coverage period for **Defects** or **Load Bearing Deficiencies**. **You** must still notify **us** of an alleged **DEFICIENCY** or **LOAD BEARING DEFICIENCY** before the warranty for that item expires.



- Step 2 Following receipt of your One Hundred Dollar (\$100) arbitration Fee, the arbitration administrator will identify a qualified arbitrator, in their sole discretion. Please note, the check should be payable to the arbitration administrator, who will not schedule the arbitration until after they receive the arbitration fee. The arbitrator will be one of the following, depending on the knowledge and experience needed to render an informed final decision:
 - An attorney may be appointed if the claims involve complex contractual or legal questions.
 - A structural engineer may be appointed for an allegation involving a Load Bearing Deficiency or other issue relating to structural integrity of the Home.
 - A home inspector may be appointed if the claim involves workmanship, installation or other nonstructural components.

Step 3 The Arbitrator will arrange the Arbitration Proceeding. In scheduling the hearing, the arbitrator will set a time and date that is reasonably convenient to all the parties. The Arbitrator or arbitration organization will notify both parties of the time, date and location of the arbitration hearing. Most often the hearing will be conducted at **your HOME** or some other location that is agreeable to all the parties of the dispute.

Step 4 The Arbitration Hearing. The parties at the arbitration hearing will include the arbitrator, you, and us.

To maintain the efficient and cost-effective benefits of arbitration to both parties, there will be no formal discovery process and the arbitration will be limited to one (1) day. Either party may provide the arbitrator with any evidence the party wishes the arbitrator to consider, and the arbitrator may request any additional information from either party. However, neither party has the right to demand any information from the other party, and depositions will only be permitted when deemed essential by the arbitrator.

After an opportunity to present evidence by both parties, an award will be rendered by the arbitrator. The award is final and binding on both parties. The award will include a ruling on the existence of any claimed or alleged **Defects** or **Load Bearing Deficiencies** as well as any other disputed matters or issues related to this **Limited Home Warranty**.

Step 5 <u>Arbitration Performance Obligations</u>. **We** will comply with the arbitrator's award no later than 60 days from the date of the award. However, delays caused by circumstances beyond **our** control shall be excused.

VIII. General Conditions

- A. Transfer to SUBSEQUENT HOMEOWNERS. This Limited Home Warranty will automatically transfer to any subsequent owners of the HOME for the remainder of the warranty coverage period regardless of how the transfer of title occurs, how many transfers of title occur, or whether we were notified about the transfer of title. Our duties under this Limited Home Warranty apply to any record owner(s) of the real property for the remainder of the Warranty Term, to meet but not exceed the limit of liability then remaining under this Limited Home Warranty, if any.
- B. Transfer of Manufacturer's Warranties. We assign to you all the manufacturer's warranties on all the appliances and equipment that we installed in your HOME. Should an appliance or item of equipment malfunction you must follow the procedures set forth in that manufacturer's warranty to correct the problem. Our obligation under this Limited Home Warranty is limited to the workmanlike installation of such appliances and equipment. We have no obligation for appliances and equipment defined as CONSUMER PRODUCTS.
- C. Recovery Rights. If we repair, replace or pay you the cost to repair or replace a DEFECT or LOAD BEARING DEFICIENCY, or other related damage to your HOME covered by this Limited Home Warranty, we are entitled, to the extent of our payment, to take over your related rights of recovery from other people and organizations,



including but not limited to, other warranties and insurance. You have an obligation not to make it harder for us to enforce these rights. You agree to sign any papers, deliver them to us, and do anything else that is necessary to help us exercise our rights.

D. General Provisions

- 1. If any of the terms or provisions of this **Limited Home Warranty** conflict with the statutes of the state in which this **Limited Home Warranty** is issued the warranty is amended to conform to such statute, except insofar as the terms and provisions are governed by the Federal Arbitration Act.
- 2. If a court of competent jurisdiction deems any provision of this **Limited Home Warranty** unenforceable, that determination will not affect the remaining provisions.
- 3. This Limited Home Warranty is to be binding on you and us. This Limited Home Warranty is also binding on your and our heirs, executors, administrators, successors, and assigns, subject to paragraph B of the General Conditions.
- 4. As may be appropriate, the use of the plural in this **Limited Home Warranty** includes the singular, and the use of one gender includes all genders.

IX. Definitions

CONSEQUENTIAL DAMAGES means a loss or injury other than the cost to correct a **DEFECT or LOAD BEARING DEFICIENCY**. This definition includes, but is not limited to, costs of shelter, food, transportation; moving and storage; any other expenses related to inconvenience or relocation during repairs to the **HOME**. **CONSEQUENTIAL DAMAGES** also refers to diminished market value of the **HOME**. We reserve the right, but not the obligation, to exercise broad discretion to cover other expenses that we believe to be reasonably related to a Defect or Load Bearing Deficiency.

CONSUMER PRODUCT means any item of equipment, appliance or other item defined as a **CONSUMER PRODUCT** in the Magnuson-Moss Warranty Act (15 U.S.C. * . 2301, <u>et seq.</u>) Examples of Consumer Products include, but are not limited to, dishwasher, garbage disposal, gas or electric cooktop, range, range hood, refrigerator or refrigerator/freezer combination, gas oven, electric oven, microwave oven, trash compactor, garage door opener, clothes washer and dryer, hot water heater and thermostat.

DEFECT(S) means defects in materials or workmanship used in constructing the **HOME**. The defects must fail to conform with the standards and tolerances described in the **STANDARDS OF PERFORMANCE** section of this **Limited Home Warranty**.

LOAD BEARING DEFICIENCY or DEFICIENCIES means that one or more of the load bearing components of your Home, as identified in the Standards of Performance, contains a flaw of such a magnitude that the defined **warranty tolerance** is **exceeded**. The only load bearing elements **we** cover under this Limited Home Warranty and their respective tolerances are specifically listed in the Standards of Performance.

DEFLECTION means the difference in elevation of high and low points along a diagonal, horizontal, or vertical plane caused by stress induced deformation of a load bearing member. **DEFLECTION** is measured from any two end points and a third reference point. The reference point may be located at any distance between the two end points.

EFFECTIVE DATE means the date that Chatham County, North Carolina takes possession of the Home following construction of the Home. In the event that there is a dispute or ambiguity concerning the actual date of possession of the Home by Chatham County, North Carolina, the issuance of the Certificate of Occupancy shall become the controlling "Effective Date."



EMERGENCY CONDITION means an event or situation that creates the imminent threat of damage to the **HOME** or the **COMMON ELEMENTS** related thereto, or results in an unsafe living condition due to **Defects** or **Load Bearing Deficiencies** that **you** become aware of at a point in time other than **our** normal business hours and **you** were unable to obtain **our** prior written approval to initiate repairs to stabilize the condition or prevent further damage.

HOME means a single-family residence either attached or detached or multi- unit residential structure covered by this Limited Home Warranty. HOME does not include, without limitation, the following:, detached carports, outbuildings (except outbuildings constructed by us); swimming pools and other recreational facilities, driveways, walkways, decks, patios, boundary walls, non-engineered retaining walls, fences, landscaping (including but not limited to sodding, seeding, shrubs, trees, plants), off-site improvements, or any other improvements to the Home made by you, or any other improvements that are not part of the HOME.

HOMEOWNER means the first person to whom a **HOME** (or unit in a multi-unit residential structure) is transferred, or for whom such **HOME** is constructed, for occupancy by such person or such person's family, and any successors in title to the **HOME**.

MECHANICAL SYSTEMS mean the following:

- (a) Plumbing system gas supply lines and fittings; water supply, waste and vent pipes and their fittings; septic tanks and their drain fields; and water, gas and sewer services piping and their extensions to the tiein of a public utility connection or on-site well and sewage disposal system.
- (b) Electrical system all wiring, electrical boxes, switches, outlets, and connections up to the public utility connection.
- (c) Heating, Cooling, and Ventilation system all duct-work; steam, water and refrigerant lines; and registers, connectors, radiation elements and dampers.

POLLUTANTS means all solid, liquid, or gaseous irritants or contaminants. The term includes, but is not limited to, petroleum products, smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, radon gas, fungal growth, and waste materials, including materials to be recycled.

STANDARDS OF PERFORMANCE mean the standards and tolerances for materials and workmanship that are used in this LIMITED HOME WARRANTY to determine our responsibility for repairing Defects, as listed in the attached section titled "STANDARDS OF PERFORMANCE". These Standards of Performance are intended to provide you with an understanding of our obligations under this Limited Home Warranty. If a DEFECT occurs to your HOME, where that DEFECT results in actual physical damage, the STANDARDS OF PERFORMANCE will be used to determine our responsibility under this Limited Home Warranty. Please note that damage that you cause, or you made worse by your negligence, improper maintenance or improper operation is excluded by this Limited Home Warranty. The choice as to the scope of repair, the repair technique, or replacement versus the cost of repair, or replacement is ours alone. When we do undertake to repair or replace, we try to match colors, dyes, patterns, materials, finishes, etc. However, fading, changes in color lots or discontinued patterns may prevent us from providing an exact match.

We, us, our means TRUE HOMES, LLC, a Delaware limited liability company.

You, your and yours means CHATHAM COUNTY, NORTH CAROLINA. Upon transfer of the real property to any record owner(s) subsequent to Chatham County, North Carolina, "you," "your" and "yours: shall refer to all subsequent record owner(s).

STANDARDS OF PERFORMANCE

THIS IS A WARRANTY AND NOT INSURANCE. THIS WARRANTY DOES NOT TAKE THE PLACE OF YOUR GENERAL LIABILITY INSURANCE OR YOUR HOMEOWNERS INSURANCE.

This warranty is on the Home. If the Home is sold, each successor in the title to the Home, including a mortgagee in possession, is entitled to coverage under the warranty for its unexpired Warranty Period. There is no limit under this warranty to the number of successions during the Warranty Period.

FIRST YEAR COVERAGES					
FIRST YEAR COVERAGES	POSSIBLE DEFICIENCY	PERFORMANCE STANDARD	BUILDER RESPONSIBILITY	YOUR RESPONSIBILITY	
		SITE WORK:			
SITE GRADING	Settling of ground around foundation, utility trenches, or other areas	Settling of ground around foundation, utility trenches or other filled areas shall not interfere with water drainage away from the home.	Fill those areas where proper drainage has been affected. This shall be done one time only, during the first year of the Warranty Period. The homeowner shall be responsible for replacement for all grass, shrubs and landscaping in the		
SITE DRAINAGE	Improper drainage of the site	Necessary grades and swales will be completed to insure proper drainage away from the home. Standing or ponding water shall not remain within 10 ft of the foundation for extended periods after a rain (generally no more than 24 hours) The possibility of standing water after a heavy rainfall should be anticipated. Grading determination shall not be made while there is frost on the ground or while the ground is saturated. Water may stand in the swales up to 48 hours but could remain wet and soft for much longer.	affected areas. For initial establishment of proper grades and swales only.	Maintaining proper grades and swales once they have been properly completed. Damaged caused by decks, pools, patios, planters, fences, etc. you installed which interfere with proper site drainage, are not covered. Erosion control is your responsibility.	

FIRST YEAR COVERAGES	POSSIBLE DEFICIENCY	PERFORMANCE STANDARD	BUILDER RESPONSIBILITY	YOUR RESPONSIBILITY
LANDSCAPING	Plants or landscaping material that doesn't thrive	Landscaping material such as sod, trees, shrubs, ornamental grasses, etc. will be in good condition at the time of closing.	Only landscaping materials documented at the Closing Walk will be considered warrantable.	Landscaping is a living product and requires a watering regimen implemented immediately after closing. We recommend regular and seasonal fertilization, aeration and maintenance for your grass species and weather conditions.
		CONCRETE:		
RANDOM CONCRETE CRACKS	Random Concrete Cracks in concrete	Normal shrinkage due to the dehydration of the concrete can cause random cracking in concrete slabs.	None	
CAST IN PLACE CONCRETE	Basement or foundation wall cracks	Shrinkage cracks greater than 1/8" in width will be repaired.	Repair cracks in excess of 1/8" inch in width by industry approved methods	
	Cracking of basement floor	Minor cracks in concrete basement floors are normal. Cracks exceeding 1/4" in width or 3/16" in vertical displacement shall be repaired.	Repair cracks exceeding maximum tolerances by surface patching or other methods as required. Builder is not responsible for color variations.	
	Cracking of slab in attached garage	Cracks in garage slab in excess of 1/4" in width or 1/4" in vertical displacement will be repaired.	Repair cracks exceeding maximum tolerances by surface patching or other methods as required. Builder is not responsible for color variations.	
	Uneven concrete Floor/Slabs	Except for basement floors or where a floor, or portion of a floor has been designed for specific drainage purposes, concrete floors in rooms, designed for habitability shall not have pits, depressions or area of unevenness exceeding 1/4 inch in 6'.	Correct or repair deficiencies exceeding maximum tolerances. Builder is not responsible for color variation.	

FIRST YEAR COVERAGES	POSSIBLE DEFICIENCY	PERFORMANCE STANDARD	BUILDER RESPONSIBILITY	YOUR RESPONSIBILITY
	Cracks in concrete slab-on-grade floors with finish flooring	Cracks which rupture the finish flooring material shall be repaired.	Repair cracks, so they are not readily apparent.	
	Pitting, scaling or spalling of concrete work found on porches, patios or lead side walks	Concrete surfaces shall not disintegrate to the extent that the aggregate is exposed and loosened under normal conditions of weathering and use.	Take corrective action to repair or replace defective concrete surfaces. Builder is not responsible for deterioration caused by salt, chemicals, mechanical implements and factors not under Builder's control. Builder is not responsible for roof water run-off onto patios, walkways or driveways.	Avoid damaging the surface by the use of salts and chemicals.
	Settling, heaving, or separating of stoops, steps or garage floors structurally attached to the home	Stoops, steps or garage floors should not settle, heave or separate in excess of 1" from the house structure.	Take whatever corrective action is required to meet the performance standard.	
	Standing water on stoops	Water should drain from all outdoor stoops and steps. Minor water standing on stoops for a short period after rain is a possibility.	Provide proper drainage of steps and stoops. Builder is not responsible for color variation or repair.	
		MASONRY:		
UNIT MASONRY	Non-structural foundation wall cracks	Small cracks not affecting structural stability or intended purpose are not unusual in mortar joints of masonry foundation walls. Cracks greater than 1/8" in width will be repaired.	Repair cracks in excess of 1/8" by pointing or patching. These deficiencies shall be reported and repairs made during the first year of the warranty period. Builder is not responsible for color variation.	
	Cracks in masonry walls or veneer	Small cracks due to shrinkage are common in mortar joints in masonry construction. Cracks greater than 3/8" in width will be repaired	Repair cracks in excess of 3/8" by pointing or patching. Builder is not responsible for color variation.	

FIRST YEAR COVERAGES	POSSIBLE DEFICIENCY	PERFORMANCE STANDARD	BUILDER RESPONSIBILITY	YOUR RESPONSIBILITY
COVERAGES		WOOD AND PLASTIC:	RESPONSIBILITY	RESPONSIBILITY
ROUGH CARPENTRY	Floors or stairs squeak	A squeak proof	Builder will correct	
ROOGII CARI ENTRI	or sub floor seems	floor/stair cannot be	any loose sub floor	
	loose	guaranteed.	material.	
	Uneven framed floors	Floors shall not be	Builder will correct	
		more than 1/4" out of level within any 6'	floors that are 1/4" out of level in 6'	
		horizontal	horizontal	
		measurement.	measurement to meet	
			our Performance	
			Standard.	
	Bowed Walls/Studs	Walls shall not be	Builder will correct	
	bowed Walls/Studs	bowed more than	bowed studs more	
		1/4" out of level	than 1/4" out of level	
		within any 72"	within any 72"	
		horizontal measurement on any	horizontal measurement on	
		wall where cabinets or	walls where cabinets	
		tiles are installed	or tiles are installed.	
		including drywall	Repair will bring wall	
		corner bead. When checking for bowed	within tolerances.	
		studs a 6' level must		
		be used.		
	Out of Plumb Walls	Walls should not be	Builder will correct	
		more than 1/4" out of plumb measuring	out of plumb walls to be within tolerances.	
		vertically with a 6'	be within tolerances.	
		level		
FINISH CARPENTRY	Separation at interior	Joints in molding or	Builder will repair	Periodic caulking of
(INTERIOR)	trim joints	joints between moldings and adjacent	defective joints as defined. Caulking is	seams, between baseboard and
		surface shall not result	acceptable. Builder	finished floor.
		in open joints	not responsible for	
		exceeding 1/8" in width.	color variation.	
TRUSS UPLIFT	Seasonal drywall and	Truss will perform to	None. Truss uplift is	You are responsible
	paint cracking at	support the load it	not considered	for referring to True
	junction of wall and	was designed to carry.	warrantable.	Details to understand
	ceiling			what Truss Uplift is and how it may affect
				your home.
FINISH CARPENTRY	Exterior finish siding	Joints between	Repair only once	Maintain the exterior
(EXTERIOR)	trim has open joints	exterior trim	during the first year,	finish by periodic
	between pieces of trim	elements, including siding and masonry,	caulking is acceptable.	caulking and painting.
		shall not result in		
	*	open joints in excess		
		of 3/16".		
			L	

FIRST YEAR COVERAGES	POSSIBLE DEFICIENCY	PERFORMANCE STANDARD	BUILDER RESPONSIBILITY	YOUR RESPONSIBILITY
EXTERIOR SIDING	Delamination of veneer siding or joint separation	All siding shall be installed according to the manufacturers and industry accepted standards. Separations and delamination's shall be repaired or replaced.	Repair or replace affected siding, as needed, unless caused by a manufacturer's defect or homeowner neglect to maintain siding properly. Manufacturer defects are not covered under this warranty and must be reported to that manufacturer. Repaired area may not match in color and/or texture. For surfaces requiring paint, Builder will paint only the new material. The homeowner can expect that the newly painted surface may not match original surface in color.	Maintain exterior finish by periodic caulking and painting.
DECK	Warping, twisting, cracking and knots	Decks are constructed using treated lumber. Lumber will continue to dry and cure during the first year.	None	You are responsible for sealing treated lumber with a good quality sealant. The sealant will need to be done as an ongoing homeowner maintenance
	THEDMA	AND MOISTURE BROTE	CTION:	program.
WATERPROOFING	Leaks in foundation	Leaks resulting in	Take such action as	Maintain proper
WATERPROOFING	and basement	actual trickling or water shall be repaired. Leaks caused by improper landscaping or failure to maintain proper grades are not covered by this Limited Warranty. Dampness of the walls or floors may occur in new construction and is not considered a deficiency.	necessary to correct covered leaks except where the cause is determined to result from homeowners action or negligence.	grades and drainage around the Home.

FIRST YEAR COVERAGES	POSSIBLE DEFICIENCY	PERFORMANCE STANDARD	BUILDER RESPONSIBILITY	YOUR RESPONSIBILITY
	Covered leaks in exterior wall not adequately sealed or caulked.	Joints and/or cracks in exterior walls and openings shall be sealed and/or caulked to prevent water penetration in accordance with industry standards.	Repair any deficiency once during the 1st year of the warranty period only. Builder is not responsible for color variation.	Maintain caulking and sealing on exterior walls.
	Mold, mildew or fungus	Mold, mildew or fungus can form as a result of moisture, leaks or condensation.	None	Mold, mildew or fungus control is your responsibility.
INSULATION	Insufficient Insulation	Insulation will be installed in accordance with local applicable energy and building code requirements.	Insulate the homes required to meet local energy and building code requirements. Insulation is not used to make a room sound proof.	
LOUVERS AND VENTS	Leaks due to snow or rain driven into attic through louvers or vents	Attic vents/louvers must be provided for proper ventilation or the attic space of the structure.	None	
	Inadequate ventilation of attics	Attic spaces shall have a ventilation area as required by the approved building code.	Provide for adequate ventilation under code. Builder is not responsible for any alterations to the system.	
		 ROOFING AND GUTTERS:		
ROOFING	Ice build-up on roof	During prolonged cold spells, ice build-up is likely to occur at the eaves of a roof. This condition occurs when snow and ice accumulate and gutters and downspouts freeze up.	None	Prevention of ice build-up on roof is a homeowners responsibility.
	Roof or flashing leaks	Roofs or flashing shall not leak under normally anticipated conditions, except where cause is determined to result from ice build-up or your action or negligence.	Repair any verified roof or flashing leaks not caused by ice/snow build-up or by your action or negligence.	Maintain the roof and periodically remove leaves, pine needles and other debris from the roof surface, valley, gutters and downspouts.

FIRST YEAR COVERAGES	POSSIBLE DEFICIENCY	PERFORMANCE STANDARD	BUILDER RESPONSIBILITY	YOUR RESPONSIBILITY
ROOF SHINGLES	Sheathing nails have loosened from framing and raised asphalt shingles	Nails shall not loosen from roof sheathing to raise asphalt shingles from surface.	Repair all areas as necessary to meet the Performance Standard.	It is Your responsibility to have the roof checked for storm damages and ongoing maintenance concerns.
SHEET METAL	Gutters and/or downspouts leak	Gutters and downspouts shall not leak but gutters may overflow during heavy rain.	Repair leaks one time during the first year of the warranty period. Caulking is acceptable.	Keep leaves and debris out of gutters and downspouts to assure proper water flow.
	Water standing in gutters	When gutters are unobstructed by debris, the water level shall not exceed 1".	Small amounts of water may stand in certain sections of gutter immediately after a rain. Builder will correct the pitch to ensure proper drainage.	Keep leaves and debris out of gutters and downspouts to assure proper water flow.
		DOORS AND WINDOWS:		
WOOD, FIBERGLASS AND STEEL DOORS	Warpage of exterior doors	Exterior doors may warp to some degree due to temperature differential on inside and outside surfaces. However, they shall not warp to the extent that they become inoperable or cease to be weather resistant.	Correct or replace and refinish defective doors during the first year of the Warranty period. Builder is not responsible for color variation.	If you paint or stain the outside doors, the surfaces must be properly prepared before applying paint or stain.
	Warpage of interior passages and closet doors	Interior doors (full openings) shall not warp to the extent that the door becomes inoperable.	Correct or replace and refinish defective doors to match as close as possible during the One Year Coverage.	
	Shrinkage of insert panels reveal raw or unpainted wood edges	Panels will naturally shrink and expand and may expose unpainted surfaces.	None	
	Split in door panel	Split panels shall not allow visible light or weather intrusion through the door.	If light is visible, fill split and match paint or stain as closely as possible, one time during One Year Coverage. Builder not responsible for color variation.	
	Malfunction of door locks and hardware	Door locks and hardware shall operate as designed.	Correct or replace the door lock or hardware with a style and color to match as close as possible during the One Year Coverage.	

FIRST YEAR COVERAGES	POSSIBLE DEFICIENCY	PERFORMANCE STANDARD	BUILDER RESPONSIBILITY	YOUR RESPONSIBILITY
GLASS	Glass broken or scratched	If reported prior to closing on the home, glass or mirror surfaces shall not have scratches visible from 10 ft under normal lighting	Defective glass reported to the Builder prior to closing will be repaired or replaced.	
SLIDING GLASS DOORS	Sliding glass doors do not operate properly	conditions. The Builder will assure that sliding glass doors are installed according to manufacturer's specifications. It is acceptable for small amounts of water to stand in the bottom of the track for a period of time after a rain.	Adjust or repair inoperative sliding glass doors, one time only, during the One Year Coverage.	Maintain the sliding doors per manufacturer's specifications. The slide tracks must be kept clean and free of debris, the rollers lubricated and adjusted.
GARAGE DOORS ON ATTACHED GARAGES	Garage doors fail to operate properly under normal use.	Garage doors shall operate properly.	Correct or adjust garage doors as required, except where the cause is determined to result from your damage or negligence. If You install a garage door opener, the Builder will no longer be responsible for the operation of the garage door.	Follow all manufacturer recommendations for preventative maintenance.
	Garage doors allow intrusion of water or snow	Garage doors will be installed as recommended by the manufacturer, Some intrusion of the elements can be expected under driving wind/rain conditions or snow melt.	Builder will ensure the garage door is installed per the manufacturer recommendations. Water intrusion would not be considered warrantable if caused by driving wind/rain or snow melt.	You are responsible for periodically replacing the garage door weatherstripping as it becomes worn or damaged.
VINYL AND METAL WINDOWS	Malfunction of windows	Windows will operate with reasonable ease, as designed.	Builder will correct as required.	Keep tracks and rollers cleaned, lubricated and adjusted.
	Condensation and/or frost on windows	Windows will collect condensation on interior surfaces when extreme temperature difference and high humidity levels are present. It is usually the result of climatic/humidity conditions, sometimes created by the homeowner's comfort preference.	Unless attributed to faulty installation, window condensation is a result of conditions beyond the Builder's control. No corrective action will be required.	

FIRST YEAR COVERAGES	POSSIBLE DEFICIENCY	PERFORMANCE STANDARD	BUILDER RESPONSIBILITY	YOUR RESPONSIBILITY
WEATHER STRIPPING AND SEALS	Interior water seepage	Caulking in some areas where water is supplied, such as sinks, tubs, showers and hose bibs is required to prevent water intrusion.	Builder will apply initial application of caulking at installation. If defect is found prior to closing, Builder will point up.	Caulking is an ongoing responsibility of Yours.
	Air and/or water infiltration around doors and windows	Infiltration is normally noticeable around doors and windows, especially during high winds. Poorly/fitted weather- stripping will be adjusted or replaced.	Adjust or correct improperly fitted weather-stripping one time if reported to the Builder during the One Year Coverage.	We recommend You install a storm door to provide satisfactory solutions.
		FINISHES:		
GYPSUM WALLBOARD (DRYWALL)	Defects which appear after closing such as nail pops, blisters in tape, or other blemishes	Slight blemishes such as nail pops, seam lines and cracks not exceeding 1/8" in width are common in gypsum wall board installations and are considered acceptable.	Builder will repair crack that exceed 1/8" in width one time during One Year Coverage. Builder is not responsible for color variation.	Gypsum wallboard cosmetic issues such as nail pops, cracks etc. are common during the life of the home. Maintenance of the wallboard is an on-going responsibility of Yours.
PAINTING	Exterior paint or stain peels, deteriorates or fades	Exterior paints or stains should not fail during the One Year Coverage. Fading is normal and the degree is dependent on the climactic conditions. Deeper hued colors could experience more pronounced fading than lighter colors.	Builder is responsible to address any paint concerns that are documented during the Closing Walk. Builder will prepare and refinish affected areas. Cosmetic issues that develop after Closing are not covered by the Limited Warranty.	Maintain the exterior surfaces per the manufacturer's specifications. Most manufacturer's recommend repainting every 3-5 years. Paint that is exposed to direct sunlight or weather conditions may need to repaint sooner.
	Interior paint deteriorates, fades, cracks or other cosmetic blemishes	Only blemishes identified and documented on the Closing Walk will be considered for repair. Blemishes identified after Closing would be considered acceptable and homeowner maintenance.	Builder is responsible to address any paint concerns that are documented during the Closing Walk. Builder will prepare and refinish affected areas. Cosmetic issues that develop after Closing are not covered by the Limited Warranty.	Maintain the interior surfaces per the manufacturer's specifications. Paint that is exposed to direct sunlight may need to repaint sooner.
	Additional painting required due to other repair work that is the Builder's responsibility	Painting repair required under this Warranty shall be finished to original application standards.	Builder will refinish repair area as indicated but can not be responsible for color or sheen variations.	

FIRST YEAR COVERAGES	POSSIBLE DEFICIENCY	PERFORMANCE STANDARD	BUILDER RESPONSIBILITY	YOUR RESPONSIBILITY
	Deterioration of varnish or lacquer finishes	Natural finishes on interior woodwork shall not deteriorate during the One Year Coverage period. Varnish type finishes used on the exterior will deteriorate rapidly and are not covered by this Warranty.	Retouch affected areas of natural finish interior woodwork, attempting to match the color as closely as practicable.	Maintain these surfaces per the manufacturer's specifications.
	Mildew or fungus on painted surfaces	Mildew or fungus may form on a painted surface if the structure is subject to direct sun exposure or other weather conditions.	None	Mildew control is Your responsibility. You are responsible for cleaning and maintaining surfaces in order to minimize the presence of mildew and fungus.
CERAMIC OR MARBLE TILE	Ceramic or marble tile cracks or becomes loose or hollow sounding	Ceramic or marble tile cracks or becomes loose as a result of expansion or contraction of the surface upon which is it placed.	Replace cracked tiles and resecure loose tiles only once during the One Year Coverage unless the defects were caused by Your action or negligence. Builder will not be responsible for discontinued patterns or color variations in ceramic tile or grout. Hollow sounding tile is not	Regrout tile as needed and any cracks that occur during the life of the tile. Use only manufacturer's recommended products and follow manufacturer's instructions for cleaning.
	Cracks appearing in grouting of ceramic of the tile joints	Cracks in grouting of ceramic tile joints are commonly due to normal shrinkage conditions. Homeowners are responsible for maintenance of grouted areas.	considered a defect. None	Regrouting of cracks is a maintenance responsibility of the Homeowner within the life of the home.
	Lippage of adjoining ceramic or marble tile	Lippage (vertical displacement) in excess of 3/32" will be repaired except where the materials are designed with an irregular height.	Repair to meet Performance Standard. Builder will not be responsible for discontinued tile patterns, color variations or discontinued colored grout.	

FIRST YEAR COVERAGES	POSSIBLE DEFICIENCY	PERFORMANCE STANDARD	BUILDER RESPONSIBILITY	YOUR RESPONSIBILITY
FINISHED WOOD FLOORING	Wood flooring does not adhere	Wood flooring shall not lift or become unglued.	Repair or replace at Builder's sole option, the affected wood flooring as required. Builder shall not be responsible for color variation of wood flooring or for problems caused by Your neglect or abuse.	Use only manufacturer's recommended products and follow manufacturer's instructions for cleaning.
	Cracks developing between floor boards	Cracks in excess of 1/8" in width shall be corrected.	Repair cracks in excess of 1/8" reported to the Builder during the One Year Coverage. Builder not responsible for color variation of wood flooring that is repaired. Using putty for repairs is considered acceptable.	
LAMINATE FLOORING	Laminate flooring flexes when weight is placed upon on it	Laminate flooring is a flexible product. It may flex up to 1/4" in 6'.	Builder will repair laminate flooring that flexes more than 1/4" in 6'. If replacement of boards is necessary, builder is not responsible for color variation of wood flooring that is	Use only manufacturer's recommended products and follow manufacturer's instructions for cleaning.
RESILIENT FLOORING (VINYL)	Depressions or ridges appear in resilient flooring due to sub- floor irregularities	Readily apparent depressions or ridges exceeding 1/4" in 6' shall be repaired. Visible cracks in the underlying slab are unavoidable and are considered acceptable unless a crack ruptures the resilient flooring.	repaired. Take necessary corrective action to bring the defect within acceptable tolerance. Builder shall not be responsible for discontinued patterns or color variations in floor coverings.	Use only manufacturer's recommended products and follow manufacturer's instructions for cleaning.
	Cuts and gouges appear in the surface of the resilient flooring	The Builder will assure that the surface of the flooring does not have any observable cuts and gouges at the time of closing.	Builder will assure there is not cuts or gouges in the floor at the time of closing. Only cuts or gouges documented on the Closing Walk form will be repaired. Damages that occur after closing are not covered by the Limited Warranty.	Protect the resilient floor surface by having chair and furniture protective devices installed and/or maintained.

FIRST YEAR COVERAGES	POSSIBLE DEFICIENCY	PERFORMANCE STANDARD	BUILDER RESPONSIBILITY	YOUR RESPONSIBILITY
	Resilient flooring does not adhere	Resilient flooring shall not lift, bubble or become unglued.	Repair or replace affected resilient flooring as required. Builder shall not be responsible for discontinued patterns or color variation of floor covering or for problems caused by Your neglect or abuse.	
	Seams or shrinkage gaps show at resilient flooring joints	Gaps shall not exceed 1/16" in width in resilient floor covering joints. Where dissimilar materials abut, a gap not to exceed 1/8" is permissible.	Repair or replace, at the Builder's option, the affected resilient flooring as required. Builder shall not be responsible for discontinued patterns or color variation of floor covering, or for problems caused by Your neglect or abuse.	
CARPETING	Open carpet seams or stretching occurs	Wall to wall carpeting, when stretched shall not come loose from the point of attachment. Carpet seams may show but no separations at seam should occur.	Builder will correct any carpet that has become detached during the One Year Coverage provided the issue is not caused by Your negligence or damage.	You are responsible for regular vacuuming and steam cleaning as recommended by the manufacturer.
	Spots on carpet, minor fading	Exposure to light can cause fade spots on carpet and/or minor fading. Carpet will be free of dirt and stains at the time of closing.	Builder will be responsible for any dirt or stains that are documented on the Closing Walk or prior to Closing. Dirt, stains or fading that occur after closing are not covered by this Limited Warranty.	
CLOSET/PANTRY SHELVING	Shelving becomes loose or detached from wall	Closet/pantry shelving is designed and installed to be able to support up to 30 pounds per lineal foot.	Builder will ensure the closet/pantry shelving is properly secured to the wall via the framing or wall anchors.	You are responsible for ensuring the pantry/closet shelving is not overloaded. Failure of the material due to overloading is not warrantable.
INTERIOR TRIM	Separations where two pieces of trim meet	Separations where trim material meets will be caulked and painted at the time of closing.	None	It is your responsibility to maintain caulking and paint of interior trim regardless of age of home. Trim separations are not uncommon when you use the heat in your home.

FIRST YEAR COVERAGES	POSSIBLE DEFICIENCY	PERFORMANCE STANDARD	BUILDER RESPONSIBILITY	YOUR RESPONSIBILITY
MIRRORS	Cracked or broken mirror, Mirror blemishes	Mirrors will be free of cracks or broken edges at the time of closing.	Builder is responsible to provide mirrors that are free of cracks and broken/chipped edges. Only defects documented on the Closing Walk will be considered warrantable.	Mirror may be damaged by improper cleaning materials. Do not use abrasive cleaners or those that contain ammonia.
		FIREPLACES:		
FIREPLACES	Fireplace gas logs don't function properly	Fireplace logs should function to the manufacturer stated specifications.	Builder will correct any installation issue that causes the fireplace to not function properly. Manufacturer defects are not covered under this warranty and must be reported to the manufacturer.	Carefully review the fireplace manual for operating guidelines. You may also want to consider having any fireplace professionally serviced once a year.
	Fireplace or chimney does not draw properly	Properly designed fireplaces and chimneys will function properly. It is normal to expect that high winds can cause temporary negative draft situations. Similar negative draft situations can also be caused by obstructions such as tree debris, birds nests. Some homes need to have a window opened slightly to create an effective draft when the home has been insulated and weatherproofed to meet energy conservation criteria.	where there is a fireplace or chimney malfunction, the Builder will determine the cause and correct it, if the problem is one of construction.	
	Chimney separation from structure to which it is attached	Newly built fireplaces will often incur slight amounts of separation. Separation shall not exceed 3/8" from the main structure in an 8' vertical measurement.	Determine the cause of the separation and correct if standard is not met. Caulking is acceptable. Will be corrected only one time during One Year Warranty.	

FIRST YEAR COVERAGES	POSSIBLE DEFICIENCY	PERFORMANCE STANDARD	BUILDER RESPONSIBILITY	YOUR RESPONSIBILITY
	Firebox paint discolored by fire or heat	None	None. Heat from fires will alter finish.	
	Cracked firebrick and mortar joints	None	None. Heat and flames from "roaring" fires will cause cracking.	
	CAE	BINETS AND COUNTERTO	PS:	
COUNTERTOPS	Natural stone countertops have inconsistent coloring or veining patterns	None. It is to be expected that natural stone countertops will have unique coloring and veining from slab to slab.	None	It is Your responsibility to educate yourself in the maintenance of the type stone you have purchased. There are many resources online for maintenance of natural stone countertops.
	LAN	INATE COUNTERTOP CH	IPS	
	Chips and cracks in natural stone countertop	It is common for natural stone countertops to have pits and fissures. Fissures look like a crack but are not structural defects. Most kitchen layouts will require a seam between two or more different pieces of natural stone.	It is to be expected for any natural stone to have seams, pits and fissures. They are not considered a defect and would not be covered by the Limited Warranty. Any manufacturer defect noted on the Closing Walk or documented prior to closing will be addressed by using industry accepted practices.	All natural stone countertops are susceptible to scratching, staining and etching. It is Your responsibility to clean spills quickly and keep the countertop sealed as appropriate or when recommended by the manufacturer.
	Kitchen cabinet door and/or drawer malfunctions	Warpage not to exceed 1/4" as measured from face frame to furthermost point of warpage with door or drawer in front position.	Correct or replace doors or drawer fronts. Builder is not responsible for color variations.	Occasional adjustment of the cabinet hinges may be necessary to maintain proper function and is the responsibility of Yours.
	Gaps between cabinets, ceiling or walls	Acceptable tolerance shall not exceed 1/4" in width.	Correct to meet Performance Standard. Caulking is acceptable. Builder is not responsible for color variations.	Caulking is an ongoing responsibility of Yours.
		APPLIANCES:		
	Defective appliances or broken parts	Appliances should perform their intended function in the manner described in the appliance manual.	None- The appliance manufacturer provides all service appointments and repairs.	It is Your responsibility to register with the manufacturer for their warranty and schedule service appointments through their providers.

	FIRST & SECOND	YEAR COVERAGES	
FIRST & SECOND YEAR COVERAGES	POSSIBLE DEFICIENCY	PERFORMANCE STANDARD	BUILDER RESPONSIBILITY
	HVAC	SYSTEM:	
	Inadequate heating	Heating system shall be capable of producing an inside temperature of 70 degrees F, as measured in the center of the room at a height of 5' above the floor. All rooms may vary in temperature by as much as 4 degrees. Federal, state and local energy codes shall supersede this standard where such codes have been locally adopted.	Correct heating system to provide temperatures stated in the Performance Standard.
	Inadequate cooling	Where air conditioning is provided, the adequacy of the system is determined by its ability to maintain a temperature of 78 degrees F under normal operating and weather conditions. Temperature is measured in the center of the room at a height of 5' above the floor. On excessively hot days, where outside temperatures exceed 95 degrees F, a difference of 15 degrees from the outside temperature will be maintained. All rooms may vary in temperature by as much as 4 degrees. Federal, state, or local energy codes shall superseded this standard where such codes have been locally adopted.	Performance Standards.
	Cooling lines leak	Cooling lines shall not develop leaks during normal operation.	Repair lines leaking refrigerant and re-charge unit, unless damage has been caused by the events or occurrences caused by You.
	Clogging of condensation lines	None. Condensation lines will clog eventually under normal use.	Provide unobstructed condensation lines at the time of closing.
	Noisy ductwork	When metal is heated it expands and when it is cools it contracts. The result is a cracking or ticking sound, which is to be expected.	
	Ductwork separates or becomes unattached	Ductwork should remain intact and securely fastened.	Re-attach and re-secure all separated or unattached ductwork.
	Dryer Vent	Clogged dryer vent	None
	Defective wiring to electrical outlets, switches or fixtures	Wiring to electrical outlets, switches and fixtures should operate as intended.	Check wiring and connections and repair. Builder is not responsible for defective or malfunctioning pieces of equipment.

FIRST & SECOND YEAR	POSSIBLE DEFICIENCY	PERFORMANCE STANDARD	BUILDER RESPONSIBILITY
COVERAGES			
	ELECTRIC	AL SYSTEM:	
	Lighting, Ceiling Fans, Smoke Detectors, Doorbells etc.	Electrical fixture doesn't operate.	All electrical fixtures will be free from manufacturing defects and operate as designed.
	Failure of wiring to carry its designed load to the intended fixture	Wiring should be capable of carrying the designed load to the electrical box of the intended fixture under normal residential use.	
	Fuses blow or circuit breakers "trip" (excluding ground fault interrupters)	Fuses and circuit breakers are designed to trip when an excess of current, power surge or faulty component is used.	Builder will ensure the wiring circuits conform with local, state or approved national electrical code requirements. Builder shall correct wiring not conforming to code specifications.
	Drafts from electrical outlets	Electrical junction boxes on exterior walls may produce airflow whereby the cold air can be drawn through the outlet into a room. This occurrence is normal in new home construction.	None
	Ground fault interrupter trips frequently	Ground fault interrupters are sensitive safety devices installed into the electrical system to provide protection against electrical shock. These sensitive devices can be tripped very easily.	Install ground fault interrupter in accordance with approved electrical code. Tripping is to be expected and in not covered unless due to faulty installation.
	DILIMPIN	IC SYSTEM.	
	Water supply system fails to deliver water		Private systems shall be designed and installed in accordance with approved building, plumbing and health codes. Builder will repair if failure is the result of defective workmanship or materials. Builder has no responsibility for elimination of the sources of supply when the problem is beyond the Builder's control. The Builder is not responsible for water quality or quantity.
	Water heater	No or insufficient hot water.	The water heater will operate as designed or the Builder will repair if failure is the result of defective workmanship or equipment.

FIRST & SECOND YEAR	POSSIBLE DEFICIENCY	PERFORMANCE STANDARD	BUILDER RESPONSIBILITY
COVERAGES			
	Leakage from piping	No leaks of any kind shall exist in any soil, waste, vent or water pipe. Condensation does not constitute a leak.	Make repairs to eliminate leakage.
	Plumbing pipes freeze and burst	Drain, waste/vent and water pipes shall be protected as required by code.	Builder will meet all local and applicable building code requirements. There is no warranty for burst or frozen pipes.
	Stopped up sewers, fixtures and drains	Sewers, fixtures and drains will operate properly.	Builder will repair any clogged drains in the first 30 days after closing. Clogs not caused by a construction defect are not covered by the One Year Warranty.
	Leak in faucet or valve	Valves or faucets, shall not leak due to defects.	Repair or replace leaking faucets or valves when due to defects in workmanship or material. You are responsible for maintenance. Fixtures covered by a manufacturing warranty are not covered by this warranty.
	Noisy water pipes	There will be some noise emitting from the water pipe system due to the flow of water.	Eliminate "water hammer" or excessive noise only if due to improper installation. Builder cannot remove all water flow noises and pipe expansion.
	Septic system fails to operate properly	Septic system shall be designed and installed to comply with applicable, approved code requirements. Septic system shall function adequately and handle properly designed flow of household effluent specified by the governing health and building department regulations in effect at the time of construction. At the time of closing, adequate functioning and proper handling of the designed flow of household effluent shall evidence Builder's compliance standard.	Repair or correct malfunctioning or non- operating systems, if failure is caused by inadequate design, faulty installation, or other cause relating to actions of the Builder. Builder will not be responsible for system malfunction or damage, which is caused by Your negligence, lack of system maintenance, or other causes attributable to actions of You or Your contractors, not under the control of the Builder. These include, but are not limited to the addition of fixtures, items of equipment, appliances, pumps, motors, valves or switches, or other sources of water or water to the plumbing system served by the septic system and damage, or changes, to the septic system installation of surrounding soil conditions that may be critical to the system's functioning.

FIRST & SECOND YEAR COVERAGES	POSSIBLE DEFICIENCY	PERFORMANCE STANDARD	BUILDER RESPONSIBILITY
	Cracking or chipping of porcelain or fiberglass	hit by sharp or heavy objects.	Builder will repair or replace at the Builder's discretion any chip or crack that is documented during the Closing Walk or prior to closing.

Commencing on the Effective Date, True Homes warrants Your Home will be free from Defects and Load Bearing Deficiencies as such defects and deficiencies are defined herein. The Load Bearing Deficiencies warranty ends on the <u>Tenth</u> anniversary of the Effective Date.

LOAD BEARING DEFICIENCY or DEFICIENCIES means that one or more of the load bearing components of your Home, as identified in the Standards of Performance, contains a flaw of such a magnitude that the defined warranty tolerance is exceeded. The only load bearing elements we cover under this Limited Home Warranty and their respective tolerances are specifically listed in the Standards of Performance.

FIRST - TEN	YEAR COVERAGES
FIRST – TEN YEAR COVERAGES	WARRANTY TOLERANCE
LOAD BEARING FOUNDATION STYSTEM	IS, PILINGS, PIERS, STEM WALLS AND FOOTINGS:
Concrete Beams	Crack of 1/8 inch in width, or deflection of 1/4 Inch in 3
Wood Beams, Built-Up, Laminate or Solid	Deflection of 1 inches in 10 feet
Steel Beams	Deflection of 1/ inch in 8 feet
Footings	Crack of 1/2 inch in width
Concrete Walls	Crack of 1/4 inch in width and 1/4 inch vertical displacement, or out of plumb 1/4 inch in 12 inches measured from base of wall
Masonry Walls	Crack of 3/8 inch in width, or out of plumb 1/4 inch in inches measured from base of wall
LOAD BEARING	G BEAMS AND GIRDERS:
Steel	Deflection of 1/2 inch in 8 feet
Wood Solid, Built up or Laminated	Deflection of 1 inch in 10 feet
LAOD BEARING	LINTELS AND HEADERS:
Concrete, Masonry, Steel or Wood	Deflection of 1 inch in 4 feet
LOAD BE	ARING COLUMNS:
Concrete Column	Bow of 1/2 inch in 8 feet or out of plumb 1/4 inch in 1 inches measured from base of column
Masonry Column	Out of plumb 1/8 inch in 12 inches measured from base column
Steel Column	Bow of 1 inch in 8 feet, or out of plumb 1/4 inch in 12 in measured from base of column
Wood Column	Bow of 1 inch in 8 feet or out of plumb 1/4 inch in 12 inc measured from base of column
LOAD BEARING	WALLS AND PARTITIONS:
Studs	Bow or cup of 1 inch in 8 feet
LOAD BEARIN	G SUB FLOOR SYSTEMS:
Load Bearing Concrete	Crack of 1/4 inch in width and 1/4 inch vertical displacement.
Joists	Deflection of 1 inch in 15 feet
Trusses	Deflection of 1 inch In 10 feet

FIRST – TEN YEAR COVERAGES	WARRANTY TOLERANCE	
LOAD BEARING ROOF FRAMING SYS	STEMS, ROOF RAFTERS AND TRUSSES:	
Ridge Beam	Deflection of 1 inch in 10 feet	
Rafters common, jack or valley/Hip	Deflection or bow of 1 inch in 10 feet	
Ceiling Joists	Deflection of 3/4 inch in 10 feet	
Trusses	Deflection of 1 inch in 10 feet	

ARCHES:		
Masonry	Crack of 1/4 inch in width in arch, or settlement in span of arch of 1/2 inch	
Examples of issues that are NOT covered by	the Load Bearing Warranty	
Non-load bearing partitions and walls		

Non-load bearing partitions and walls

Wall or floor tile

Drywall or plaster

Floor and sub flooring material

Brick, stucco, Stone or veneer

Any type of exterior siding

Roof shingles, sheathing, flashing

Heating, cooling, ventilating, plumbing, electric and mechanical systems

Appliances, fixtures or items of equipment

Doors, trim, cabinets, windows, hardware, insulation, paint, stains



BINDING ARBITRATION REQUEST FORM

HOMEOWNER NAME:	_CLOSING DATE:	
HOME ADDRESS:		
DISPUTE TYPE: (Check One)		
☐Whether a DEFECT is covered by this Limited Home Warranty;		
\square Whether a LOAD BEARING DEFICIENCY is covered by this Limite	ed Home Warranty;	
\square Failure to correct a DEFECT as required by this Limited Home V	Varranty;	
\Box Failure to correct a LOAD BEARING DEFICIENCY as required by	this Limited Home Warranty.	
☐ Breach of the Purchase Agreement;		
☐ Breach of this Limited Home Warranty;		
\square Violation of consumer protection, license rules, unfair trade pr	actice, or other statutes;	
☐ Dispute about whether an issue should be submitted to binding arbitration;		
☐ Dispute concerning the timeliness of binding arbitration reque	st; or	
☐ Other Dispute.		
DESCRIBE DISPUTE (attach additional paper as needed):		
ATTACHMENTS (please list any attachments):		
I am hereby requesting binding arbitration pursuant to the Limited Ho	me Warranty Policy in connection	
with above listed home. I understand that the arbitration award will be	e final, binding and enforceable. I	
also understand that the cost and expense for the arbitration will be paid by you except that I agree to		
pay the arbitration administrator the One Hundred Dollar (\$100.00) ar	bitration filing fee, before any	
arbitration will be scheduled.		
Signature	Dated	
Printed Name		

True Homes, LLC © 2022 Limited Home Warranty Rev 111822 Binding Arbitration Request Form





ASSIGNMENT, ASSUMPTION AND TRANSFER OF WARRANTY RIGHTS

Home Address: True Homes originally constructed a structure on the real property described at Deed Book 01384, commencing at Page 0428 of the Chatham County Register of Deeds, and more commonly known as 57 Camp Drive, Pittsboro, North Carolina for the record owner, Chatham County, North Carolina ("Home")

Previous Owner: Chatham County, North Carolina	
New Homeowner Name:	
New Owner Email:	
New Owner Preferred Phone Contact:	

The above Home was built by True Homes, LLC. and is protected by a Limited Warranty Policy issued by True Homes, LLC ("Builder") to Chatham County, North Carolina. This Limited Warranty Policy is intended to transfer automatically to subsequent record owners with any transfer of the real property by Chatham County. The entire Limited Warranty Policy describing all of the available coverages and limitations can be obtained upon request by either the original owner/grantee or the current owner/grantee by submitting this completed form to:

True Integrity Insurance Company, Inc.
Attn: Subsequent Homeowner Enrollment
2649 Brekonridge Centre Drive,
Monroe NC 28110
Warranty@truehomesusa.com
(704) 238-1229

This Limited Home Warranty is provided at no cost by True Homes, LLC and provides protection for the Home. This Limited Home Warranty became effective at: the date of Transfer of Possession of a constructed Home by True Homes, LLC to Chatham County, North Carolina ("Effective Date"). To the extent that there is any uncertainty concerning the date of the Transfer of Possession of the Home, the date of the issuance of the Certificate of Occupancy (or its equivalent in the subject jurisdiction) shall control the Effective Date. Capitalized terms or terms in Bold type used but not otherwise defined in the text of this Limited Home Warranty shall have the meanings assigned to them in Section IX of this Limited Home Warranty. Any remaining warranty under this Limited Home Warranty will automatically transfer to any subsequent owner(s) of the Home, but the Effective Date of this Limited Home Warranty will remain the same.

WAIVER OF TRIAL BY JURY; WAIVER OF RIGHT TO PARTICIPATE IN CLASS ACTION. EXCEPT AS EXPRESSLY PROHIBITED BY LAW, TRUE HOMES, LLC AND ANY SUBSEQUENT RECORD OWNER(S) (FOLLOWING CHATHAM COUNTY, NORTH CAROLINA) WHO ACCEPTS THIS ASSIGNMENT, ASSUMPTION AND TRANSFER OF WARRANTY RIGHTS KNOWINGLY AND VOLUNTARILY AGREE TO WAIVE ANY RIGHT TO TRIAL BY JURY AND ANY RIGHT TO PARTICIPATE IN A CLASS ACTION AND INSTEAD VOLUNTARILY AGREE TO SUBMIT ANY AND ALL DISPUTES WHATSOEVER, INCLUDING WITHOUT LIMITATION, DISPUTES ARISING FROM THIS LIMITED HOME WARRANTY, THE LIMITED HOME WARRANTY DOCUMENTS, THE HOME AGREEMENT, THE HOME, OR THE RELATIONSHIP BETWEEN THE PARTIES, TO BINDING ARBITRATION, AS GOVERNED BY THE FEDERAL ARBITRATION ACT (9 U.S.C. §§ 1 et seq.), AND AS MORE SPECIFICALLY DESCRIBED IN THE DISPUTE RESOLUTION PROCEDURE SECTION OF THE LIMITED HOME WARRANTY.

<u>WAIVER OF CONSEQUENTIAL DAMAGES</u>. SUBSEQUENT RECORD OWNER(S) IN ACCEPTANCE OF THIS THIS ASSIGNMENT, ASSUMPTION AND TRANSFER OF WARRANTY RIGHTS ALSO WAIVE THE RIGHT TO RECOVER FROM



TRUE HOMES, LLC ALL CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGE, INCLUDING EMOTIONAL DISTRESS, PAIN AND SUFFERING, LOST PROFITS, DEPRECIATION OR OTHER STATUTORY DAMAGES, LOST WAGES OR OPPORTUNITY, LOST OR DAMAGED HOUSEHOLD ITEMS, HOUSING OR MEDICAL EXPENSE. The total liability under the Limited Home Warranty is limited to the most recent appraisal price at the time of original Transfer of Possession of the Home from True Homes, LLC to Chatham County, North Carolina.

WAIVER OF IMPLIED WARRANTIES. SUBSEQUENT RECORD OWNER(S) IN ACCEPTANCE OF THIS THIS ASSIGNMENT, ASSUMPTION AND TRANSFER OF WARRANTY RIGHTS WAIVE ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF HABITABILITY. Other than as provided in the Limited Home Warranty, True Homes, LLC makes no other warranty, either express or implied, in connection with the Transfer of Possession of the constructed Home or the construction of the Home. All other warranties are excluded, except as expressly provided in this Limited Home Warranty. There are no warranties which extend beyond the face of this Limited Home Warranty policy.

Below is a summary of the applicable coverage:

- A. <u>FIRST YEAR COVERAGE:</u> Beginning on the <u>Effective Date</u>, True Homes, LLC warrants for <u>ONE YEAR</u> that construction of <u>your</u> Home will conform to the <u>STANDARDS OF PERFORMANCE FOR FIRST YEAR COVERAGE</u>. First Year Coverage expires on the <u>FIRST</u> anniversary of the <u>Effective Date</u>. To be eligible for First Year Coverage, <u>we</u> must receive written notice of the <u>Defect</u> prior to the expiration date of the coverage.
- B. <u>FIRST AND SECOND-YEAR COVERAGE:</u> Beginning on the <u>Effective Date</u>, True Homes, LLC warrants for <u>TWO YEARS</u> that the <u>Mechanical Systems</u> will conform to the <u>STANDARDS OF PERFORMANCE FOR FIRST AND SECOND YEAR COVERAGE</u>. First and Second Year Coverage for Mechanical Systems expires on the <u>SECOND</u> anniversary of the <u>Effective Date</u>. To be eligible for Second Year Coverage, <u>we</u> must receive written notice of the <u>Defect</u> prior to the expiration date of the coverage.
- C. <u>LOAD BEARING COVERAGE:</u> Beginning on the <u>Effective Date</u>, True Homes, LLC warrants for <u>TEN YEARS</u> that no <u>LOAD BEARING DEFICIENCY</u> exists in the Home. Load Bearing Coverage begins on the <u>Effective Date</u> and expires on the <u>TENTH</u> anniversary of the <u>Effective Date</u>. To be eligible for Load Bearing Coverage <u>we</u> must receive written notice of the <u>Load Bearing Deficiency</u> prior to the expiration of the coverage.

Additionally, True Homes, LLC and any Subsequent Record Owner(s) in Acceptance of this Assignment, Assumption and Transfer of Warranty Rights acknowledge and agree that the Limited Home Warranty affects interstate commerce by virtue of the materials and components in the Home. Any dispute arising out of or relating to the Limited Home Warranty shall be resolved by binding arbitration pursuant to the Federal Arbitration Act, and shall be administered by such third-party arbitration administrator designated according to Section VII(ii) of the Limited Warranty Policy, in accordance with its applicable rules for governing residential construction disputes.



ACKNOWLEDGMENT

Above named "New Homeowner" acknowledges receipt of this form and requests a full copy of the Warranty Policy; Above named "New Homeowner" also requests that all benefits of the Limited Warranty Policy, including without limitation the: 1st year coverage; 2nd year coverage; Load Bearing Coverage; and Alternative Dispute Resolution process be transferred from the immediately preceding record owner(s) of the real property, whether the preceding owner is Chatham County, North Carolina or a subsequent record owner thereafter.

Additionally, by submitting this form and receiving the benefit of the Limited Warranty Policy, the "New Homeowner"

further acknowledges acceptance of the above-described waivers, specifically the Waiver or Trial by Jury, Waiver Right to Participate in Class Action, Waiver of Consequential Damages, and Waiver of Implied Warranties.		
Printed Name		
Signature	Dated	

DocuSign

Certificate Of Completion

Envelope Id: C2819996A73640E49663D66208426B53

Subject: Complete with Docusign: TFR1 Chatham County North Carolina.pdf

Source Envelope:

Document Pages: 49

Certificate Pages: 4

AutoNav: Enabled

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Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Completed

Envelope Originator:

Legal Team

2649 BREKONRIDGE CENTRE DRIVE SUITE 104

Monroe, NC 28110

Legal@TrueHomesUSA.com IP Address: 66.193.215.242

Record Tracking

Status: Original

7/15/2024 7:17:01 AM

Holder: Legal Team

Legal@TrueHomesUSA.com

Location: DocuSign

Signer Events

Melissa Nichols

legal@truehomesusa.com

Contract Platform Specialist & Legal Administrator

True Homes

Security Level: Email, Account Authentication

(None)

Signature

Signatures: 4

Initials: 0

DocuSigned by:

Wick Barun

D4909E96E116464

Signature Adoption: Uploaded Signature Image

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Sent: 7/15/2024 7:19:08 AM Viewed: 7/15/2024 7:19:28 AM Signed: 7/15/2024 7:19:44 AM

Electronic Record and Signature Disclosure:

Accepted: 5/29/2024 6:35:12 PM

ID: 416cfb15-95cb-44c0-bf2a-f77126dc1a1f

In Person Signer Events Signature **Timestamp Timestamp Editor Delivery Events** Status **Agent Delivery Events** Status **Timestamp Intermediary Delivery Events Status Timestamp Certified Delivery Events Status Timestamp Carbon Copy Events** Status **Timestamp Witness Events** Signature **Timestamp**

Notary Events Signature Timestamp

Envelope Summary Events Status Timestamps

 Envelope Sent
 Hashed/Encrypted
 7/15/2024 7:19:08 AM

 Certified Delivered
 Security Checked
 7/15/2024 7:19:28 AM

 Signing Complete
 Security Checked
 7/15/2024 7:19:44 AM

 Completed
 Security Checked
 7/15/2024 7:19:44 AM

Payment Events Status Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, True Homes (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact True Homes:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: nbacon@truehomesusa.com

To advise True Homes of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at nbacon@truehomesusa.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address.. In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from True Homes

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to nbacon@truehomesusa.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with True Homes

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may; ii. send us an e-mail to nbacon@truehomesusa.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Tree and the real contract of the soft water	
Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0,
	NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	
	•Allow per session cookies
	•Users accessing the internet behind a Proxy
	Server must enable HTTP 1.1 settings via
	proxy connection

^{**} These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify True Homes as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by True Homes during the course of my relationship with you.