



*4th  
Generation  
Builder*

## **Danco Homes Warranty**

1. **Warranty.** Seller warrants that all labor, materials and taxes will be paid for, and there will be no potential lien claimants upon the completion of the work and final payment by the Purchaser. Seller further warrants that all work will be performed in a commercially reasonable manner and that there are no defects in workmanship. Products supplied by suppliers and subcontractors to the project such as roofing materials, appliances, hardware, windows, heating and mechanical systems, fixtures, etc. are not warranted by the seller, but are warranted only to the extent that the manufacturers of those products or materials provide a warranty. In the event that a defect is discovered in one of these products, Seller shall assist the Purchaser in securing repair or replacement of these products under the warranty of the manufacturer. Seller warrants that it will perform the necessary labor to repair or replace all defective work at no cost to the Purchaser, and will expeditiously act in good faith to secure replacement product under warranty, as applicable. This warranty is for a period of twelve (12) months from the date of closing and thereafter expires. Any claim or cause of action, including a warranty claim, must be filed in a court of competent jurisdiction within four (4) months from the date of expiration of the warranty. Any claim or cause of action which is not so filed within four (4) months of the date of expiration of the warranty is waived. Warranty work performed by Seller does not extend the warrant of twelve (12) months from the date of closing. This warranty is void if a person or firm other than Seller performs or re-performs and work. This warranty does not cover the following items:

- a.) Concrete or mortar cracks caused by normal expansion and contraction which do not effect structural elements, unless the cracks are ¼ inch or greater in which case they will be covered by this warranty provision. Concrete foundations, walks, drive, and patios, which develop hairline cracks that do not affect the structural integrity of the building. These cracks are caused by characteristics of expansion and contraction. NO method of eliminating these cracks exist. This condition does not affect the strength of the building.
- b.) Cracking in the brick facing both inside (if fireplace is bricked) and outside. Such cracks do not affect the safety or use of the facing or fireplace. Most bricks may discolor because of the elements, rain runoff, weathering, leaching of salts, or bleaching.
- c.) Floor squeaks. Misuse or overloading of structure by Purchaser negates Seller's obligations under this clause. Floors are nailed and glued in a special manner to try to eliminate squeaking. Purchaser should be aware, however, that it is virtually impossible to "squeak-proof" a wood-floored structure.

- d.) Warpage and cupping or shrinkage of hardwood floors. Hardwood floors are beautiful but have drawbacks. One drawback is the possibility of warpage and cupping. A moisture variation of as little as two percent may warp or cup hardwood flooring. Seller will be responsible for hardwood floors until closing. The Purchaser will assume responsibility for any warping or cupping, which occurs after closing. Specifically excluded from any warrant coverage is hardwood flooring in the kitchen or bathroom (s). In using real wood, there will sometimes be variations in color, grain and texture. Purchaser accepts this as normal and shall not consider this to be a defect.
- e.) Cracks and nail pops in the sheetrock cause by normal shrinkage and settling appearing after one year. Sheetrock or drywall will sometimes develop nail pops or settlement cracks. These nail pops or settlement cracks are a normal part of the settlement process. These items can easily be handled by the Purchaser with spackling during the normal redecorating. However, if the Purchaser wishes, at twelve months, Seller will send a worker to do the spackling and touch-up painting.
- f.) Warpage of doors due to temperature differential or temperature changes unless the doors become inoperable or cease to be weather resistant.
- g.) Freezing of plumbing pipes and faucets when there has been a lack of heat or similar neglect, or extreme cold weather conditions for the area. The Purchaser must take precautions to prevent freezing of pipes and sillcocks during cold weather, such as removing hoses from sillcocks, leaving faucets with a slight drip, and turning off the water system if the house is to be left for extended periods during cold weather.
- h.) Fencing and landscaping, including sodding, seeding, shrubs, trees and plantings. Seller accepts no responsibility for the growth of grass or shrubs. Once Seller seeds, sods and plants, the Purchaser must water and maintain. Seller will not replace any landscape item except those noted as diseased at final inspection.
- i.) Water damage or drainage caused by changes of the grade of the ground by anyone other than Seller, it's agents or subcontractor (s).
- j.) Discoloration and erosion of tile grout. Tile offers longevity and great durability, as well as beauty, with very minor maintenance. Tile manufacturers recommend that tile and grout be cleaned four time yearly with a tile grout cleaner. The tile and grout should then be resealed with two coats of silicone sealer, and a check made for any cracks which need caulking. Furthermore, the grout applied around tile is porous and may absorb kitchen/bathroom stains permanently. Choice of dark grout may help alleviate this problem.
- k.) Expansion and contraction of the siding. The Purchaser should be aware that siding does change dimension with changing weather conditions, swelling in wet weather and shrinking in dry. Furthermore, the siding may shrink vertically to expose thin unpainted siding below the butt of the beveled siding, a condition for which Seller offers no warranty.
- l.) Cracking of wood. Wood will sometimes crack, check, or "spread apart" because of the drying out process. This condition is most often caused by the heat inside of the house or exposure to the sun on the outside of the house. This may show up, Purchaser is responsible for any resulting maintenance or repairs.
- m.) Cracking or bleeding of caulking. Exterior caulking and interior caulking in bathtubs, shower stalls, ceramic tile surfaces, and countertops will crack or bleed somewhat in the months following installation. These conditions are normal and should not be considered a problem. Maintenance or repairs of them are the Purchaser's responsibility.
- n.) Any broken glass, mirrors or fixtures that are not noted by the Purchaser on the final inspection form.

- o.) Variation in stain. All items that are stained will normally have a variation of colors because of the different textures and species of the woods. Because of weather changes, doors that have panels will sometimes dry out and leave a small space of bare wood. These normal conditions should not be considered defects.
- p.) Items of maintenance.
- q.) Sound transmission through walls and ceilings or floors.
- r.) Loss or damages caused by anything or anyone other than Seller, it's employees, agents, suppliers or subcontractor (s).
- s.) Loss or damage after closing caused by normal wear and tear, deterioration, lack of maintenance or Acts of God.
- t.) Loss or damage from defects in fixtures, appliances, and equipment covered by standard factory or supplier warranties.
- u.) Consequential loss or damage.

THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, INCLUDING ANY EXPRESS OR IMPLIED WARRANTIES OF FITNESS, MERCHANTABILITY OR HABITABILITY OTHERWISE PROVIDED UNDER THE LAWS WASHINGTON.

_____	_____
Seller	Date
_____	_____
Purchaser	Date
_____	_____
Purchaser	Date
_____	_____
Broker/Real Estate Agent	Date

**Please be advised that the utilities will  
shut off 3 days after closing.**