

CONDOMINIUMS
LIMITED WARRANTY

Legal Description:

Unit _____ Condominium _____
_____ County Subdivision Plan # _____
Unit Address: _____

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES AND SHOULD BE READ THOROUGHLY PRIOR TO SIGNING. IF YOU HAVE ANY QUESTIONS ABOUT YOUR RIGHTS OR RESPONSIBILITIES UNDER THIS PURCHASE CONTRACT YOU MAY WISH TO CONSULT AN ATTORNEY.

This Limited Warranty is made by _____, a Michigan limited liability company, (the "Developer and/or Builder" herein referred to as Developer/Builder throughout this Limited Warranty), whose address is 46600 Romeo Plank Road, Suite 5, Macomb, Michigan 48044.

1. **COVERAGE.** Developer warrants, subject to the terms and exclusions set forth herein, that for the period of one (1) year after the date of closing, being the date Developer conveys legal or equitable title to the Purchaser(s) (hereafter "Purchaser") of the above described Unit (the "Unit"), the Unit shall be free from substantial defects in materials and workmanship.

2. **MANUFACTURER'S WARRANTIES.** Developer assigns and passes through to Purchaser, to the extent permitted by the terms of such warranties and by law, and as are effective on the date of closing, the manufacturers' and suppliers' warranties on all "Consumer Products" sold by Developer to Purchaser, whether as part of the Unit or separately, as the same is defined by Public Law No. 93-637, commonly known as the "Magnuson-Moss Act", or any regulations promulgated thereunder. The following are examples of "Consumer Products", although not every unit includes all of these items and some units may include "Consumer Products" not in this list: refrigerators, furnaces, ranges, ovens, dishwashers, garbage disposals, hot water heaters and air conditioners. The manufacturers' and/or suppliers' warranties will be given to you at the time of your final pre-closing walk-through and you should read them carefully. If necessary, you should mail any return post cards to record the warranties with the manufacturers and suppliers.

3. **EXCLUSIONS FROM COVERAGE.** DEVELOPER DOES NOT ASSUME ANY RESPONSIBILITY OR LIABILITY WHATSOEVER FOR ANY DEFECTS OR OTHER MATTERS PERTAINING TO THE COMMON ELEMENTS (INCLUDING WITHOUT LIMITATION THE ROADS, CURBS, AND UTILITY LINES WITHIN _____, THE "CONDOMINIUM") NOR FOR ANY OF THE FOLLOWING (EITHER WITH RESPECT TO THE UNIT OR THE COMMON ELEMENTS APPURTENANT THERETO), ALL OF WHICH ARE EXCLUDED FROM COVERAGE UNDER THIS LIMITED WARRANTY:

a. Defects in "Consumer Products" as defined in the Magnuson-Moss Act or the regulations promulgated thereunder. Developer has assigned to Purchaser all warranties of "Consumer Products" furnished to Developer by suppliers or manufacturers, and obligations under each such warranty will be the sole obligation of the supplier and/or manufacturer providing such warranty. Developer has no obligation or liability with respect to those warranties. You should follow the procedures in these warranties if defects are detected in items covered by them.

b. Damage due to ordinary wear and tear, abusive use, or lack of proper maintenance of the Unit.

c. Defects which are the result of characteristics common to the materials used, including defects which arise from normal settlement or shifting, or normal expansion or contraction of the materials, and including, without implied limitation, the following: warping and deflecting of wood, including hardwood floors and their component parts or surfaces and/or conditions caused by normal or anticipated expansion and contraction of the wood, including, without limitation, any cracks, gaps, uneven surfaces, or like conditions in hardwood floors and their component parts or surfaces; fading, chalking and checking of paint due to sunlight; cracks due to drying and curing of concrete, stucco, plaster, bricks or masonry; drying, shrinking and cracking of caulking and weather stripping; cracks and chipping in tile or cement, and heaving of tile or cement; chipping and cracking of ceramic tile, grout discoloration and grout falling out; nailpops; settling of any structure located on or in the Unit; and defects in or which arise from existing environmental or ecological conditions or the ground under the Unit or under and around other units or the common elements.

d. Damage to or destruction of any tree, shrub plant or any sod placed anywhere in the Condominium, whether or not native to the Condominium, existing after completion of construction of the Unit, regardless of Developer's care in planting or protecting the same in either their original or relocated area.

e. Defects in any items or materials installed or replaced by any person other than Developer or the authorized agents and/or subcontractors of Developer acting at Developer's request.

f. Work done by any person other than Developer or Developer's authorized agents and/or subcontractors acting at Developer's request.

g. Loss or injury due to the weather or other forces of nature.

h. Conditions resulting from condensation on, or expansion or contraction of, materials.

i. Any claims relating to sound transmission or noise from any source inside or outside the Unit, including, but not limited to, neighbors, creaking wood, and plumbing, ventilation, HVAC, electrical, cable and satellite systems, if any, and drones.

j. Concrete; whether interior or exterior, including, but not limited to, settling, heaving, spalling, popping, and/or surface chipping.

k. Airborne and other microscopic molecules, whether originating from within the interior of, or the exterior of the Unit, including, but not limited to, smoke, radon and mold.

l. ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR SECONDARY DAMAGES ARISING OUT OF ANY DEFECTS IN MATERIALS OR WORKMANSHIP OR ARISING OUT OF ANY BREACH OF THIS LIMITED WARRANTY. In no event will Developer be liable for such damages even if Developer has been advised of the possibility of such damages, nor shall Developer be liable for, or responsible to compensate or indemnify Purchaser for, any damage, claim, demand, loss, cost or expense resulting from an alleged claim of breach of warranty hereunder, whether relating to injury to persons, property, or otherwise, or relating to the presence of any toxic or hazardous waste, substance, or contaminant, including without limitation radon gas or mold, in, on, or under the Unit, the Condominium, or the real estate adjacent to, or in close proximity with, the Condominium.

m. Any defect that arises while the Unit is being used primarily for non-residential purposes.

n. Any defect concerning which the Purchaser has failed to take timely action to minimize loss or damage and/or to give the Warrantor timely notice of the defect.

4. **FINAL ORIENTATION.** After construction of the Unit is completed, but prior to occupancy, Purchaser will complete an Orientation Walk-Thru Inspection with a representative of Developer. Items may be discovered that, through an oversight, were not completed, or which require minor repairs. Any and all such items shall be noted on the Orientation Walk-Thru Inspection Checklist, which Purchaser will sign and receive a copy of.

Those items noted in the Orientation Walk-Thru Inspection will be addressed as soon as reasonably possible without further notification. During the Orientation Walk-Thru Inspection, Purchaser should carefully inspect for scratches, chips or cracks on plumbing fixtures, appliances, mirror bi-fold doors, mirrors, countertops, cabinets, windows, screens, ceramic tile, walls, marble or other materials. Unless such items are noted in the Orientation Walk-Thru Inspection, they will not be addressed. The checklist must be presented to Developer prior to closing. The Developer shall not be required to correct such defects prior to closing, but shall do so as promptly as possible after the closing at Developer's own expense.

NICKS OR CRACKS ON PLUMBING FIXTURES, APPLIANCES, MIRRORED BI-FOLD DOORS, MIRRORS, COUNTER TOPS, CERAMIC TILE, MARBLE, CONCRETE OR OTHER MATERIALS OR SURFACES, AND TUB SCRATCHES OR CHIPS WILL NOT BE REPAIRED UNLESS NOTED ON YOUR FINAL PRE-CLOSING WALK-THROUGH/ORIENTATION LIST.

5. **CLAIMS PROCEDURE AFTER CLOSING.** If a defect appears that Purchaser reasonably believes is covered by this Limited Warranty, Purchaser must file a written Warranty Service Request with Developer at the address noted below. Developer has no responsibility or liability hereunder for any claim which is not received by Developer before the expiration of the one-year Limited Warranty period set forth in Paragraph 1. Nor does Developer have any responsibility or liability hereunder for any claim which is not received by Developer at the designated address. If delay will cause extra damage, or in the event of emergency, Purchaser may contact Developer via telephone and follow-up with written notice. To eliminate misunderstandings and to protect Purchaser's interests, all telephonic communications must be followed up in writing, and all other communications must be made in writing.

Purchaser must sign an acknowledgment of the completion of each repair made pursuant to this Limited Warranty on the repair order, at the time each repair is completed. Purchaser's failure to sign an acknowledgment upon request will terminate this Limited Warranty and relieve Developer of any further obligations under this Limited Warranty.

Developer suggests that you keep a service record of the Unit and make a list of things that need attention. Those that need immediate attention, such as plumbing or roof leaks should be reported as soon as possible. Others can wait until such time as Purchaser deems appropriate; provided however, all claims for warranty work must be received at the Developer's main office within twelve (12) months of the date of closing.

6. **REMEDIES.** Upon receipt of a claim of defect, Developer's authorized agent shall investigate the same. If, upon such investigation, it is determined that a defective item that is covered by this Limited Warranty exists, Developer will repair or replace the item at no charge within a reasonable period that should not exceed ninety (90) days, unless inclement weather, material shortages or labor problems create unforeseen delays. The decision whether to repair or replace shall be made solely by Developer. All work performed hereunder shall be done by Developer or its authorized agents. **REPAIR OR REPLACEMENT OF DEFECTIVE ITEMS IS PURCHASER'S SOLE AND EXCLUSIVE REMEDY UNDER THIS LIMITED WARRANTY.**

Purchaser understands and agrees that this Limited Warranty is the sole source of any remedy Purchaser can assert against Developer; and Purchaser shall not bring any legal action against Developer on any other legal theory, including, but not limited to, negligence, breach of contract, breach of implied warranty, breach of express warranty, and/or misrepresentation.

Except as to claims involving an amount less than \$2,500.00, any controversy or claim arising out of or relating to this Limited Warranty or the alleged breach thereof, shall be subject to private Mediation by a Mediator acceptable to both Developer and Purchaser. Mediation shall be accomplished no later than fifteen months (15) after the date of closing. The good faith participation in mediation shall be a condition precedent to the filing of any legal action and/or demand for arbitration arising out of or relating to this Limited Warranty. Purchaser expressly agrees that Purchaser shall refrain from filing any legal action against Developer and/or making any demand for arbitration without first attempting in good faith to settle the matter by private Mediation. Any dispute arising out of or relating to this Limited Warranty that has not been resolved by good-faith participation in mediation will be finally settled by arbitration in accordance with the then-current rules of the American Arbitration Association. The arbitration will be governed by the Federal Arbitration Act, [9 USC §§ 1-16](#), to the exclusion of any inconsistent state laws, and judgment on the award rendered by the arbitrator may be entered by any court having jurisdiction. The arbitrator is not empowered to award damages in excess of any lawful limitations on damages provided in this Limited Warranty. The substantive law governing any dispute will be the laws of the State of Michigan.

7. **NO OTHER WARRANTIES.** THIS LIMITED WARRANTY IS THE ONLY WARRANTY MADE BY DEVELOPER. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WHETHER ARISING UNDER STATE LAW OR THE MAGNUSON-MOSS ACT, OR ANY OTHER FEDERAL ACT OR REGULATIONS, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF FITNESS, MERCHANTABILITY OR HABITABILITY, ARE DISCLAIMED AND EXCLUDED. EXCEPT AS EXPRESSLY SET FORTH IN THIS LIMITED WARRANTY. DEVELOPER HAS MADE NO REPRESENTATIONS OR WARRANTIES CONCERNING THE UNIT, THE CONDOMINIUM, THE VALUE OR RESALE VALUE OF THE UNIT, THE REAL ESTATE ADJACENT TO, OR IN CLOSE PROXIMITY WITH, THE CONDOMINIUM OR THE CONDITION OF THE AIR, THE SOILS, SURFACE WATERS, AND GROUND WATERS IN, ON, OR UNDER THE UNIT, THE CONDOMINIUM OR SUCH ADJACENT OR PROXIMATE REAL ESTATE. PURCHASER HAS MADE THEIR OWN INVESTIGATION WITH RESPECT TO THE FOREGOING.

8. **APPLICABLE LAW.** This Limited Warranty shall be construed in all respects and governed by the laws of the State of Michigan.

BUILDER:

_____,
a Michigan limited liability company

By:

Name: _____
Title: Authorized Agent

Date: _____

Written Requests:

Attention: Customer Service
46600 Romeo Plank Road, Suite 5
Macomb, Michigan 48044
Main Office: (586) 263-1203

Electronic Requests:

Email: Service@mjccompanies.com
Web: www.mjccompanies.com/customer-service

PURCHASER:

Buyer 1, an individual

Buyer 2, an individual

Date: _____

Address:

Cell Phone Numbers: _____