

Modern Splendor Homes

Limited Warranty

MSH Limited Warranty



Modern Splendor Homes
BUILDING LIVABLE LUXURY

M S H A Z . C O M

Modern Splendor Homes will provide a Limited Two-Year Warranty. The Builder shall warranty the materials and workmanship, which the builder has provided, for a period of 2 years from the completion date.

Two-Year Builder Warranty

This warranty is applicable only to matters reported in writing to the builder before the expiration date of the applicable warranty period. Owner understands that warranty service may require multiple service calls in order to complete and effect corrective action.



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Builder guarantees all work against defective workmanship and materials for a period of two years from the Completion Date (as currently interpreted by the Arizona Registrar of Contractors)

https://roc.az.gov/sites/default/files/files/minimum_industry_standards.pdf

- *Windows/Doors**
- *Plumbing**
- *Foundation**
- *Electrical Wiring**
- *Heating/Cooling**
- *Roof**
- *Framing**
- *Flooring**



All repairs will be made with materials or components identical to, or of equal or better quality than the materials or components used in the original construction. Modern Splendor Homes has the right to choose the subcontractors used for the repair or replacement work in its sole discretion.



Warranty - (excerpt from construction agreement)

(a) The Builder will provide a limited Two-Year Warranty. The Builder shall warranty the materials and workmanship, which the Builder has provided, for a period of two years. Builder warrants that the work will be of quality which is standard in the industry in Maricopa County, Arizona and in conformance with requirements of the Arizona Registrar of Contractors. Builder guarantees all work against defective workmanship and materials for a period of two years from the Completion Date, except for "structural defects" (as currently interpreted by the Arizona Registrar of Contractors) which are warranted by Builder for a period of five years from the Completion Date. Builder, during normal business hours and at its own expense, will make any and all necessary repairs and replacements, provided such repairs and replacements are necessary as a result of defective workmanship or materials and provided Builder is granted reasonable access to the residence during normal business hours. Owner understands and agrees that warranty service may require multiple service calls in order to complete and effect corrective action. Owner shall promptly notify Builder of any problem or defect. If further damage occurs because of Owner's failure to give prompt notice, Builder shall not be responsible for any additional damage that could have been avoided by giving prompt notice. Builder's obligations under this warranty and under this Construction Agreement are limited to repair and replacement. No steps taken by Builder to correct defects shall extend the warranty period beyond two or five years as applicable. This warranty is applicable only to matters reported in writing to the Builder before the expiration of the applicable warranty period. This warranty is extended to protect Owner from faulty construction and defective materials used in the work and does not apply to defects or damage caused, by way of example and not as a limitation, by (a) normal wear and tear; (b) the elements, natural disasters, or other acts or events beyond the control of Builder; (c) defective design, work or materials supplied, performed or caused by any person other than Builder or its subcontractors or suppliers; (d) negligence or improper maintenance or operation or abuse; or (e) alteration to the work by anyone other than Builder. Builder's warranty obligations are contingent upon Owner granting reasonable access to the Property during normal business hours. Owner understands that warranty service may require multiple service calls in order to complete and affect corrective action.

(b) The warranties contained in this Agreement are the only warranties of any kind whatsoever, express or implied. Except as prohibited by law, Builder hereby disclaims, and Owner (for themselves and for their successors and assigns) hereby waives and releases Builder from all liability in connection with the following: (a) all implied warranties of merchantability, fitness for a particular purpose, habitability, workmanship or otherwise which exceed the express warranty set forth above; (b) all warranties, either express or implied, on any items that are considered consumer products for the purposes of the Magnuson-Moss Warranty Act; (c) all warranties, either express or implied, on any items that are covered by a manufacturer's warranty assigned or otherwise applicable to Owner; (d) all warranties to Owner regarding any termite treatments; (e) any defect of design, work, or materials supplied, performed or caused by, installed at or under the direction of any person other than Builder or parties for whom Builder is responsible, or conditions caused by Owner, or Owner's representatives, after Owner took possession of the residence; (f) any defect or damage caused or worsened by (i) negligence, improper maintenance, failure to perform maintenance in accordance with any warranty manual provided to Owner, lack of maintenance, improper operations, or alteration of the completed work by anyone other than Builder, its employees, agents or trade contractors, or (ii) willful or malicious acts by any party other than Builder or parties for whom Builder is responsible, or (iii) failure to comply with the requirements of warranties of manufacturers of consumer products, or the termite warranty; (g) normal wear and tear or deterioration, shrinkage, or settlement of any part of the completed work, structures or building site; (h) loss or damage caused by acts of God, natural disasters or other causes beyond the reasonable control of Builder; (i) any defect or damage caused by changes in the grading or drainage patterns or by excessive watering of the ground adjacent to or beneath the completed work, structures or elsewhere on the Property by any party other than Builder or parties for whom Builder is responsible; and (j) any landscaping not installed under Builder's supervision.



Provisions

Interior Walls/Drywall

Drywall Cracks, Nail Pops, or Imperfections will be repaired one time within one (1) year after Home Owner walk-through orientation.

Paint sheens and/or colors may not match perfectly.

Concrete

Your concrete walks, driveways and steps are constructed to city and / or county specifications. They are not designed to bear weight of heavy construction equipment. To prevent breakage, do not allow heavy equipment to cross, park or dump on these surface.

Cracks in concrete are covered only if the crack is greater than 1/8th of an inch in width.

Septic System/Drain

Please be advised that Modern Splendor Homes has taken precautions to ensure the proper function of your septic/drainage systems. If you encounter any blockage or backup in your system within the first (30) days of occupancy, contact us immediately so we can take the necessary measures to address the issue. *However if the backup is the result of Homeowner misuse, i.e. the disposal of feminine hygiene products, diapers or other such items which toilets are not designed for, payment for repair(s) will be the sole responsibility of the Homeowner.*

Any blockage after the initial (30) days of occupancy is solely the responsibility of the Homeowner.



Provisions Continued

Ceramic Tile/Natural Stone/Quartz

I acknowledge and understand the color and pattern variations of these products.

Modern Splendor Homes will warranty your tile and grout for one (1) year only, during the first year of ownership if necessary. Further re-grouting is the responsibility of the Homeowner throughout the life of your home. Homeowner agrees to accept the best match possible if warranty replacement or repair is necessary.

Carpet

I acknowledge and understand that if the carpet needs to be repaired under warranty coverage that patches or inserts are acceptable. I acknowledge that most carpets show seams and this is normal.

Modern Splendor Homes shall not be responsible for dye lot variations or discontinued goods.

Stucco

Stucco is covered for one (1) year. We will repair stucco cracks greater than 1/16th of one inch, one time within the first year of ownership. We will repaint the patched areas only. Due to color shade variations, sunlight fading and dirt, an exact match may not be possible.

It is strongly suggested to request these repairs around the 11th month from Homeowner walk-through orientation if necessary.

Exclusions:

**Damage to the home due to ordinary wear and tear or lack of Homeowner maintenance*

**Damage to the home caused by causalities covered by standard Homeowner's insurance or damage from natural catastrophes or acts of God*

**Damage to the home caused by the Homeowner i.e. damage during move-in, pets, tenants, or changes to grading or drainage of the property (including accidental)*