



DEZ DEVELOPMENT LLC

**LIMITED WARRANTY,  
NON-WARRANTABLE CONDITIONS &  
PURCHASER'S MAINTENANCE RESPONSIBILITIES**

The following must be signed prior to occupancy. The following is an outline of some of the conditions that may arise after the construction is completed that are warranted by the Seller, DEZ Development, LLC of Oregon. Certain areas discuss maintenance which is required by Owner. Other areas discuss items not covered by Seller's warranty, but may be covered by manufacturer's warranty. DEZ Development, LLC of Oregon one (1) year warranty commences from the date of purchaser's closing date of \_\_\_\_\_ for property located at \_\_\_\_\_

This warranty covers only owner-occupied dwelling and does not cover damage caused by being used as rental units. The construction of a house is an extremely complex matter involving many different materials and techniques. We endeavor to build a good quality house. Accordingly, we will not be responsible for minor or normal defects as discussed below. At our option, we will correct or make cash adjustments for any defects which fall within this warranty, if reported to us within one (1) year from the date of purchaser's closing date.

This warranty covers only the structure, and expressly excludes injuries or losses, such as bodily injury, property damage, or consequential damages occurring to any person or property because of any defects in the house. We will determine the materials and methods to be used in making any repairs, and whether repair or replacement is most appropriate.

This warranty is available only to the original home purchaser from DEZ Development, LLC and it is not transferable to any subsequent purchaser. In the event any party seeks to enforce specifically the terms and provisions contained herein, each party shall bear its own attorney fees. There shall be no award or responsible attorney fees to any prevailing party.

Any controversy, dispute or questions arising out of this Agreement shall be submitted to arbitration before a single arbitration in Oregon. Each party shall bear its own costs in any such proceeding. This decision of arbitration shall be final and binding upon the parties irrevocably submits to the jurisdiction of such forum, and waives any objections they may have to either the jurisdiction or venue of such forums.

## **1. WARRANTIES BY EQUIPMENT MANUFACTURERS**

This warranty does not cover any appliance, pieces of equipment, or other item which is a "consumer world" for purpose of the Magnus-on-Moss Warranty Act {15 U.S.C. Sec 2301-2312}, and as the Seller, we expressly disclaim any implied warranties with respect thereto. The term "consumer product" as defined in the Magnus-on-Moss Warranty Act {15 U.S.C. Sec 2301-2312} means any tangible personal property which is distributed in commerce and which is normally used for personal, family, or household purpose (including any such property intended to be attached or installed). However, some of these products have written warranties by the manufacturer. We assign and pass on to any manufacturer's warranties on consumer products. These warranties are the responsibility of the manufacturer, not the Seller. You should be aware that some of these warranties run for one (1) year from the date of installation, which may be earlier than the date of occupancy, or the closing date of escrow.

## **2. LIMITED WARRANTIES AND NOT-WARRANTED**

The structural materials in your new home are products of nature, and not manufactured by the Seller. As a result of normal settlement, aging, and weather changes, many building materials are subject to surface defects, such as cracking or discoloration. Since these developments are usual in a home and do not constitute basic defects or result in any lessening of value, they are not covered by our warranty.

This warranty covers only those defects which occur during the warranty term; any defects you knew about prior to the effective date. Warranty such as "Walk-through" or "Punch-List" items are not covered.

### **2.1 CONCRETE FOUNDATIONS**

1. Concrete Foundations, walks, aprons and drivers can develop hairline cracks not affecting the structural integrity of the building. There is no known method of eliminating this condition which is caused by expansion and contraction. Hairline cracks in concrete do not affect the strength of the building and is not the condition covered any warranty.

### **2.2 MASONRY AND MORTAR**

1. Masonry and Mortar and concrete stamping can develop cracks due to shrinkage or expansion. This is normal and should not be considered as a defect. It is not covered by any warranty.

### **2.3 WOOD**

1. Wood will sometimes crack or "spread apart" due to changes in temperature, exposure to the sun or other conditions. This is normal and considered a maintenance item for the owner.

## **2.4 DRYWALL**

1. Drywall will sometimes develop nail-pops or settlement cracks. Seller will send a repairman at the end of one (1) year to make necessary repairs.

## **2.5 FLOOR SQUEAK**

1. Floor Squeak. General floor squeaks will appear and disappear over time with changes in weather. Accordingly, floor squeaks are not covered by the Seller's warranty.

## **2.6 FLOORS**

1. Floors are not warranted for damage caused by neglect or ordinary wear and tear.

## **2.7 HARDWOODS**

1. Hardwoods have tendencies to buckle or crack (very seldom), which is not covered by Seller's warranty nor are they warranted when they shrink, expand or spread apart from temperature changes.

## **2.8 EXTERIOR AND INTERIOR CAULKING**

1. Exterior and Interior Caulking. Caulking in bathtubs, sinks, shower stalls, ceramics, tile surfaces, windows, doors and seams will crack, bleed and peel some within a month after installation. These conditions are normal and should not be considered a problem. Any maintenance resulting from then is Purchaser's responsibility.

## **2.9 CONCRETE STAMPING AND BRICK**

1. Concrete stamping and brick discoloration changes due to the elements cannot be warranted.

## **2.10 WINDOWS AND MIRRORS**

1. Window and Mirrors. Any broken glass or mirrors after completion will not be covered by Seller's warranty.

## **2.11 GLASS**

1. Glass. This warranty excludes any and all scratches on all glass, including, but not limited to windows, cabinet glass, fireplace glass, glass on appliances, doors, etc., throughout the entire home.

## **2. LIMITED WARRANTIES AND NOT-WARRANTED (CONTINUED)**

### **2.12 PAINT**

1. Paint. Quality paint has been used on the interior and exterior of the property. Nevertheless, exterior paint, especially on railings, can sometimes crack, slip or fade. This is not a defect of the paint but most often caused by other sources. The Purchaser should avoid allowing lawn sprinklers to hit painted areas, avoid washing walls and be aware of newly painted walls as furniture is being moved. The best paint will be stained and chipped if it's not cared for properly and maintained. Any defects in painting not noticed at the final walk-through are non-warrantable items.

### **2.13 COSMETIC REPAIRS**

1. Cosmetic Repairs. Warranty does not cover ordinary wear or other occurrences subsequent to construction that affect the condition of the building. For example, chips, scratches, or marks in tile, woodwork, walls, porcelain, brick, mirrors, plumbing fixtures, counter tops, lighting fixtures, appliances, door paneling, siding, windows, vinyl, floors of which are not recognized and noted in your final inspection are not warranted

### **2.14 PLUMBING**

1. Plumbing. Dripping faucets, toilet adjustment and toilet seats are covered by the Seller's warranty. Beyond that, maintenance is owner's responsibility. If the plumbing is "stopped-up" during the warranty period and the person servicing the plumbing finds foreign materials in the line then the owner will be billed for the service call. During the winter season please be advised to winterize your home as frozen pipes are not covered by your warranty.

### **2.15 SEWER PUMP**

1. Sewer Pump. If applicable, needs to be well maintained. Do not flush items that are not biodegradable such as paper towels, feminine hygiene products, condoms, or other items that could jam the pump impeller. A moderate amount of tissue paper in a system is acceptable. Don't pour chemicals into the pump system such as acids, floor way, paints, or any degreasing chemicals. Common household soaps and detergents are acceptable. Contact the manufacturer for further info.

### **2.16 ALTERATION TO GRADING**

1. Alteration to Grading. Seller assumes no responsibility for grading or subsequent flooding or stagnant pool formation if Owner alters the grade around the building.

## **2.17 ROOF DAMAGE**

1. Roof Damage. The warranty on your roof is for material only and is prorated over the lifetime use of the roof. Warranty claims for the defects in materials will be handled with the manufacturers with our assistance.

## **2.18 HEATING AND/OR AIR CONDITIONING**

1. Heating and/or Air Conditioning. Heating and air conditioning units are covered by manufacturer warranties. It is the Purchaser's responsibility to be sure that filters are kept clean. Purchasers should check filters on a 30-day basis and have the equipment checked or serviced at least once a year. Failure to do so may void the manufacturer warranty. Heating and air conditioning in two-story or vaulted residence may be less consistent than otherwise and there may be a variation of temperature between levels and rooms. The indoor air temperature will vary widely. These conditions are not a warrantable item. The Seller recommends that a mechanical ventilation system be installed for an additional charge, to help produce the interior temperature of a sunroom. It is Purchaser's responsibility to monitor and maintain an acceptable interior temperature of the sunroom and home.

## **2.19 INDOOR AIR QUALITY, ATTIC & CRAWL, MOISTURE, MOLD AND WATER RELATED DAMAGE**

1. Indoor Air Quality, Attic & Crawl, Moisture, Mold and Water Related Damage. Current Building Codes require energy efficient construction to hold in heat or air conditioning and increase energy efficiency. However, those building code requirements also make it difficult for homes to release moisture, including water, leaks, humidity, vapor, or otherwise ("moisture") that become trapped. Regardless of the cause of moisture problems and related damage, Seller does not warrant against moisture filtration into home caused by any external moisture or intrusion, or internal moisture. The existence of such moisture is not warranted by DEZ Development, LLC of Oregon nor is any result wet-rot, dry-rot, mold or fungus a warrantable item. To maintain a safe level of moisture in the crawl space the foundation vents should be open. To maintain a safe level of moisture in the home, the homeowner may need to remove, ventilate moisture sources. Placing the setting of a home's thermostat to allow the fan to run will help ventilate the home. It is important for the homeowner to maintain the exterior of their home to help prevent exterior water intrusion. Purchaser acknowledges that it is the homeowner's responsibility to monitor and reduce moisture levels in the home if they become a problem. It is expressly understood and agreed that moisture, mold, fungus, wet and dry-rot and any damages or injuries caused thereby (including but not limited to collateral damages) are not warranted by Seller and Seller disclaims all liability under any legal theory (including but not limited to breach of contract, breach of express or implied warranty, negligence, products liability, strict liability, misrepresentation, or otherwise) for all such costs, damages,

expenses or losses. This disclaimer applies whether the source of moisture or moisture related damage comes from defective or deficient windows, roofs, concrete, caulking, siding, flashing, grading, or from any other cause without limitation. Purchaser agrees not to assert claims or suits against Seller for any such condition or damages.

## **2.20 OTHER EXCLUSIONS FROM COVERAGE**

1. Other Exclusions from Coverage. In addition to the exclusions under the Limited Warranty, the following items shall not be covered under the Limited Warranty and Seller assumes no responsibility for them.
2. Defects resulting from an act of God or on account of acts or omissions of a third-party for who Seller is not legally responsible, including without limitation, damage caused by municipal services or other utilities.
3. Defects or damage caused by infestation, animals, insects or rodents, defects or damage caused by changes in the grading or drainage patterns or by excessive watering of the ground of owner's property or adjacent property by any party other than the Seller, its employees, agents or subcontractors.

## **2.21 CITY AND COUNTY CODES**

1. Your home was built to all city, county codes and inspections for final by the same. DEZ Development, LLC of Oregon makes no warranty for the above listed agencies.

## **2.22 HOMEOWNER INSTALLED ITEMS**

1. DEZ Development, LLC of Oregon makes no warranties on items furnished or installed by homeowner during construction or after.

## **2.23 LACK OF MAINTENANCE**

1. Lack of Maintenance. We will not be responsible for the repair of items which are damaged by unreasonable or unauthorized use, or for damage caused by lack of normal and proper homeowner maintenance.

## **2.24 WARRANTY SERVICE SCHEDULING**

1. For scheduling on the following covered warranty items. Settling issues: cracks in the sheetrock, cracks in tile work, cracks in wood work, leaking faucets and toilets, leaking roof, siding, gutters, defective light fixtures, and door latch/strike not matching up due to settling.

Please mail your warranty issues to DEZ Development, LLC at 15950 SE 82nd Drive; Clackamas, OR 97015 and we will send out a sub-contractor to perform those items.

### 3. PURCHASER ACKNOWLEDGEMENT, SIGNATURES & CONTACT INFORMATION

#### 3.1 PURCHASER ACKNOWLEDGEMENT

1. PURCHASER ACKNOWLEDGEMENT. Purchaser understands that once Purchaser has taken possession of the property, Purchaser will not be contacting Seller for any covered warranty items per Item #24 unless it is an emergency OR close to the expiration date of this warranty. In addition, Purchaser to schedule ONE-TIME visit prior to the expiration date (within one year of the Purchaser's closing date) of \_\_\_\_\_ . At this time, Seller will repair ALL of purchaser's authorized warranty items at the same time.

#### 3.2 PURCHASER SIGNATURES

Purchaser Signature \_\_\_\_\_

Date \_\_\_\_\_

Purchaser Signature \_\_\_\_\_

Date \_\_\_\_\_

#### 3.3 SELLER SIGNATURE

Seller Signature \_\_\_\_\_

Date \_\_\_\_\_

DEZ Development, LLC of Oregon

#### 3.4 WARRANTY QUESTIONS

FOR ANY WARRANTY QUESTIONS, PLEASE CONTACT:

BUYER INITIALS \_\_\_\_\_ / \_\_\_\_\_ DATE \_\_\_\_\_ LOT # \_\_\_\_\_

PROPERTY ADDRESS \_\_\_\_\_

15950 SE 82ND Dr, Clackamas, OR 97015

Email: [hello@dezdevelopment.com](mailto:hello@dezdevelopment.com)

Web: [www.dezdevelopment.com](http://www.dezdevelopment.com)