

**EXHIBIT D – Warranty**  
to Purchase and Sale Agreement  
**WARRANTY**

**BUYER:** \_\_\_\_\_  
**PROPERTY:** \_\_\_\_\_

This Warranty is extended to the above-named Buyer from Hackett Hill Woodview, LLC, hereinafter referred to as "Builder". The various coverages of this Warranty begin on the date on which the property is deeded to the Buyer. That date is referred to in this document as the "date of purchase".

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**COVERAGES**  
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1. **STRUCTURE.** For a period of one (1) year after the date of purchase, the floors, ceilings, walls, and other internal structural components of the dwelling, which are not covered by other parts of this Warranty, will be free of substantial defects in material or workmanship.
2. **BASEMENT.** For a period of one (1) year after the date of purchase, the basement will be free of water caused by seepage occurring during periods of normal or low water table. Not covered by this Warranty is seepage following unusual flooding or rains greater than one (1) inch in twenty-four hours. Also not covered by this Warranty is seepage caused by springs or normal settlement around the foundation, or dampness due to condensation as this is common to new concrete. In addition, cracking, pitting and flaking may occur due to the nature of the material. These are not covered by this Warranty as they do not compromise the structural integrity of the Condominium Unit.
3. **SYSTEMS.** For a period of one (1) year after the date of purchase, the plumbing, heating, and electric wiring systems will be free of substantial defects in materials or workmanship.
4. **ROOF.** For a period of one (1) year after the date of purchase, the roof will be free of leaks caused by defects in materials or workmanship. Damage, if any, caused by snow or ice backing up under shingles or caused by wind blown rain or snow through roof, gable, or soffit vents or louvers into attic space is not covered by this Warranty. Furthermore, shingles are warranted for wind speeds not to exceed sixty (60) mph.
5. **TRENCHES.** Trenches dug by Builder for water and sewer and other utility lines are warranted against cave-in for a period of one (1) year.
6. **ASPHALT DRIVEWAYS AND WALKS.** Asphalt driveways and asphalt walks are warranted for a period of six (6) months against disintegration excepting damage from heavy vehicles or high heeled shoes in hot weather, or damage from gasoline or oil spillage. Minor frost heaves, and depressions are natural occurrences and are not covered by this Warranty, nor are tire markings and stones which flake out, since these are normal characteristics of asphalt.
7. **CONCRETE WALKS.** Concrete walks are warranted for a period of six (6) months. Minor cracking, pitting, and flaking are possible due to the nature of concrete, and therefore, are not covered by this Warranty.
8. **UNDERLAYMENT/SUBFLOOR.** Seams in underlayment and protruding nails are covered for one (1) year. Squeaking of subfloor is not covered as it is a normal characteristic of wood shrinkage and settling.
9. **CERAMIC AND RESILIENT TILES.** Ceramic and resilient tiles naturally contain small imperfections. The occurrence of scratches and cracked tile are not covered by this Warranty unless brought to the attention of builder prior to the date of purchase. Loose tiles are covered by this warranty for thirty (30) days from the date of purchase. It is the homeowner's responsibility to replace loose or cracked tiles and to maintain the grout between the tiles to prevent penetration of moisture into the sub-floor or the backing walls.
10. **HARDWOOD FLOORING.** Hardwood flooring which swells or buckles within sixty (60) days of the date of purchase will be repaired. Shrinkage and separation between floor boards is normal and is not covered by this Warranty.

11. **SIDING.** Siding is covered against splinting or cracking for one (1) year from the date of purchase. Any replaced siding may, however, result in unavoidable color variance.
12. **DRYWALL AND PLASTER.** Protruding drywall nails are covered for sixty (60) days from the date of purchase. Hairline cracks and seams are not covered by this policy, as they do not represent structural failure. A hairline crack is a crack which is not greater than 1/32 of an inch in width. Any crack in the gypsum wall board which is wider than a hairline crack is covered by this Warranty for one (1) year from the date of purchase. Repairs of gypsum wall board may not completely blend with surrounding materials as it is almost impossible to match exactly the color and texture of the original surface. Repairs without charge will be limited to the problem area.
13. **CONCRETE FOUNDATION AND FLOOR.** Due to the nature of concrete, cracking, potting or flaking may occur. However, cracks greater than 1/8 of an inch in width or any cracks which allow water penetration are covered for one (1) year from the date of purchase. Repairs may not blend with surrounding finishes. Cracks do not impair the structural integrity of the dwelling.
14. **LINOLEUM (VINYL) FLOORING.** Linoleum flooring is covered against separation from underlayment or lifting at seams for a period of six (6) months. Not included are dents or depressions from furniture, heeled shoes, or heavy objects, etc. Linoleum is soft and care should be taken not to injure it.
15. **OTHER.** For a period of sixty (60) days after the date of purchase, the doors (including hardware) and windows, will be free of substantial defects in materials or workmanship. Glass or screen breakage is not covered by this policy unless the Seller is notified in writing prior to the date of purchase.

**MANUFACTURER'S WARRANTIES.**

Builder hereby passes through and assigns directly to the Buyer any and all manufacturer's warranties on all appliances supplied by Builder in the dwelling, including the furnace.

As part of the pass through of these or any other manufacturer's warranties on equipment or appliances included in the purchase of this dwelling, the Buyer is advised that such warranties may include a specific procedure which must be followed to activate the warranty. The procedure may require notification or registration by the Buyer with the manufacturer, or the requirement that the Buyer mail a warranty card to the manufacturer.

Buyer's failure to obtain, register or mail such warranty card according to any manufacturer's requirement shall not create any liability on Builder for any express or implied warranty on the equipment or appliances.

The forwarding of such material to any manufacturer is solely the Buyer's responsibility.

**EXCLUSIONS FROM COVERAGE.**

Builder specifically does not assume responsibility for any of the following items, each of which is specifically excluded from this Warranty:

1. Defects in the appliances or pieces of equipment which are covered by the manufacturer's warranties. As the warranties have been assigned to the Buyer, each manufacturer's warranty claim procedure must be followed where a defect appears in any manufacturer warranted item.
2. Damage due to ordinary wear and tear, abusive use, misuse, or lack of proper maintenance of the dwelling or its component parts or systems.
3. Defects which are the result of characteristics common to materials used, such as, but not limited to warping, shrinking, expansion or deflection of wood including floor squeaks, fading, chalking and checking of paint due to sunlight; cracks in concrete due to drying and curing of concrete, plaster, brick or masonry; and drying, shrinking, and cracking of caulking and weather-stripping.
4. Defects in items supplied or installed by the Buyer or anyone other than Builder or its subcontractors.
5. Work done by the Buyer or anyone other than Builder or its subcontractors, including alterations or additions to the dwelling or structure.

6. Loss or injury due to the weather, including loam and seed washouts caused by rain.
7. Conditions resulting from condensation, or expansion, or contraction of materials.
8. Consequential or incidental damages.
9. Interior paint peeling, nicks, dents, scratches or other imperfections including, but not limited to, normal fading and/or darkening of paint.

**NO OTHER WARRANTIES.**

This Warranty is the only express warranty Builder gives. This Warranty gives the Buyer specific legal rights. Buyer may also have other legal rights under New Hampshire law.

**CAUTION:**

The Buyer is cautioned to realize that the residential unit is made of a substantial amount of natural material which is subject to drying, aging, shrinkage, and expansion and is affected by weather and the elements.

**CLAIMS PROCEDURE.**

If a defect should appear which Buyer thinks is covered by this Warranty, the Buyer must notify Builder promptly in writing at the address listed below. For convenience or emergencies, Buyer must give notice by telephone; however, all calls must be followed by written notification to insure coverage under this Warranty.

**REPAIRS.**

Upon receipt of Buyer's written report of a defect, or telephone call in an emergency, if the defective items are covered by this Warranty, Builder will repair or replace them at no charge to the Buyer within sixty (60) days of receipt of complaint, unless such item is of a type which requires emergency repair (longer, if weather conditions, labor problems, or materials shortages, cause delays). The work must be done by Builder or by a subcontractor retained by Builder. The choice between repair or replacement belongs to Builder.

**SEVERABILITY.**

In the event that any of the provisions of this Warranty shall be held to be invalid, the remainder of the provisions of this Warranty shall remain in full force and effect.

**TRANSFERABILITY.**

This Warranty is not transferable to succeeding owners of the property.

Date of Purchase: \_\_\_\_\_

Hackett Hill Woodview, LLC, 83 Orchard Hill Park Drive, Leominster, MA 01543

Received and accepted by: \_\_\_\_\_

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