



EXHIBIT “D”
STOCKBRIDGE LANDING
LIMITED WARRANTY

This LIMITED WARRANTY is given to _____, hereinafter referred to as the Buyer(s), for Unit _____ at Stockbridge Landing Condominium, in Scituate, Massachusetts.

This Limited Warranty extends to the Buyer(s) only, and is not transferable to or enforceable by, any succeeding transferees or purchasers, except to the extent as permitted by Massachusetts State law. Warranties given are offered in compliance with applicable Federal Trade Commission provisions.

The terms of this Limited Warranty shall be governed by the “Residential Construction Performance Guidelines For Professional Builders and Remodelers”, Fifth Edition, as published by the National Association of Home Builders, 2016.

COMMENCEMENT OF COVERAGES

The duration of coverages, as provided under this Limited Warranty, shall commence on the date the Deed for the Unit is delivered to the Buyer. The date shall hereinafter be referred to in this Limited Warranty, as of the Buyer’s “date of possession” The duration of each coverage, as provided under this Limited Warranty, is set forth under the following Section, entitled “Coverages”.

COVERAGES

Foundation: To the extent applicable, for a period of One (1) year after the date of possession, the Warrantor agrees to take whatever reasonable steps it may determine are required, consistent with industry standards, so as to address any water seepage in the foundation. Among the steps, which the Warrantor has the discretion to elect, are redirecting surface water, caulking, water proofing, or installing “french drains”, or sump pumps.

Systems: For a period of One (1) year after the date of possession, the Warrantor shall repair any defects in materials or workmanship of the plumbing, heating, HVAC, and Electric wiring systems.

Roof and Building Envelope: For a period of one year after the date of possession, the Warrantor shall repair any defects in materials or workmanship on the roof and building envelope-, including siding, windows, exterior trim, decks and exterior stairs.

Structure: For a period of One (1) year after the date of possession, the Warrantor shall repair any defects, which materially affect the Structural integrity of the Unit.



MANUFACTURERS' WARRANTIES

We pass through and assign directly to the Buyer, any and all Manufacturers' Warranties on all appliances and equipment, which is supplied to us for the Unit.

As part of the pass through of these or any other manufacturers' warranties on equipment or appliances included in the purchase of the Unit, we wish to advise you that each such warranty may include a specific procedure, which must be followed to make that warranty effective. The procedure may require notification, or registration, by you to the manufacturer, or mailing by you of a warranty card to the manufacturer.

Your failure to register, or to mail such a warranty card, according to any manufacturer's requirements, shall not create any liability on the Warrantor for any expressed or implied warranty on such equipment or appliances.

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

EXCLUSIONS FROM COVERAGE

The Warrantor expressly disclaims responsibility of any of the following items, each of which is expressly excluded from this Limited Warranty:

- 1) Defects of any nature in any appliance or piece of equipment, which is covered by any manufacturer's warranty. Whereas each manufacturer's warranty has been assigned directly to the Buyer, each such manufacturer's warranty claim procedure must be followed where a defect of any nature appears in a warranted item.
- 2) Damage due to ordinary wear and tear, abusive use, misuse, or lack of proper maintenance of the Unit or its component parts or systems.
- 3) Defects, which are the result of characteristics common to materials used, such as, but not limited to, cracks in concrete due to drying and curing of concrete, plaster, drywall, brick or masonry; and drying, shrinking and cracking of exterior shingles, clapboard, caulking and weather-stripping;
- 4) Defects in items installed by the Buyer or anyone other than the Warrantor or subcontractors at Warrantor's order.
- 5) Work done by the Buyer, or anyone other than by the Warrantor, or Subcontractors, at Warrantor's request or order.



- 6) Defects in items supplied by the Buyer.
- 7) Loss or injury due to the elements.
- 8) Conditions resulting from condensation on or expansion or contraction of materials.
- 9) Consequential or incidental damages to the extent permitted by Massachusetts State Law.
- 10) Claims relating to the transmission of sound within the buildings, such as muffled voices, doors closing, foot-steps, noises relating to activity in adjacent garages, and water flowing through common pipes, all of which is normal and common in wood framed structures.

IMPLIED WARRANTIES

All implied warranties including, but not limited to warranties of merchantability, fitness for a particular purpose, and habitability, with respect to the real estate, and limited to the warranty periods, as set forth above in the Section entitled “Coverages”, will be given effect to the extent permitted by Massachusetts State Law.

NO OTHER WARRANTIES

This Limited Warranty is the only expressed warranty provided, to the extent permitted under Massachusetts State law.

CLAIMS PROCEDURE

If a defect should appear, which the Buyer believes is covered by this Limited Warranty, the Buyer must promptly notify the Warrantor, in writing at the address appearing on the Purchase & Sale Agreement. The Buyer should describe the defect briefly and advise the Warrantor when the Buyer will be at home so that the Warrantor can schedule a service call accordingly. If delay will cause additional damage (for example, if a pipe bursts), the Buyer may telephone the Warrantor at its number listed in the Purchase & Sale Agreement. Only emergency reports will be taken by phone.

Upon receipt by Warrantor of your written report of a defect, if the defective items are covered by this Limited Warranty, the Warrantor will repair or replace it at no charge to you within Sixty (60) days (longer, if weather conditions, labor problems or materials shortages cause delays). The work will be done by the Warrantor, or



subcontractors chosen by the Warrantor. The choice between repair or replacement, is Warrantor's, consistent with industry standards.

SEVERABILITY

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

Date of Possession: _____
Warrantor: SL OWNER, LLC

The Buyer hereby acknowledges having reviewed and understood the foregoing Limited Warranty, including, but not limited to all Exclusions from coverage, and hereby accepts all the terms of the Limited Warranty that will be signed by the Warrantor and presented at the Closing.

Each undersigned Unit Owner assents to this Warranty Agreement.

BUYER:

Dated: _____, _____ _____