

1 Rider B.

2  
3 LIMITED WARRANTY

4  
5 Date: \_\_\_\_\_, 2006

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7  
8 From: JERSEY DEVELOPMENT, or its assignees, Builder

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10  
11 To: PURCHASERS:

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13 \_\_\_\_\_  
14  
15 \_\_\_\_\_

16  
17  
18 PROPERTY ADDRESS:

19  
20 \_\_\_\_\_ OAK PARK, IL 60304

21  
22  
23 NOTE: THIS LIMITED WARRANTY SPECIFICALLY EXCLUDES  
24 CONSEQUENTIAL AND INCIDENTAL DAMAGES, AND WAIVES, DISCLAIMS,  
25 AND PLACES LIMITATIONS ON THE DURATION OF ANY AND ALL IMPLIED  
26 WARRANTIES AND THE TIME IN WHICH YOU MAY MAKE CLAIMS FOR  
27 BREACH OF ANY ALL APPLICABLE WARRANTIES HEREIN.

28  
29  
30 TERM: the term of coverage of this warranty commences on the date on which your  
31 home or unit is deeded to you. That date is referred to herein as the "CLOSING DATE"  
32 or the date of "CLOSING". This Homeowners Limited Warranty, and any and all  
33 implied warranties imposed by operation of law, are limited in duration to one (1) year  
34 from the date of Closing. Any claims made under the Homeowners Limited Warranty, or  
35 under an Implied Warranty of Habitability, must have arisen within one (1) year from the  
36 Closing Date.

37  
38 COVERAGES: The following is covered under this Limited Warranty—

- 39  
40 1. For the period of one (1) year following the date of Closing, the floors, ceilings,  
41 walls and other internal structural components of the unit and which are not  
42 specifically covered by other portions of this Limited Warranty will be free of  
43 defects in materials or workmanship.

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41 walls and other internal structural components of the unit and which are not  
42 specifically covered by other portions of this Limited Warranty will be free of  
43 defects in materials or workmanship.  
44

- 1 2. For a period of one (1) year following the date of Closing, the plumbing, heating  
2 and electric wiring systems will be free of defects in materials and workmanship.  
3
- 4 3. For a period of one (1) year following the date of closing, the roof will be free of  
5 leaks caused by defects in materials or workmanship.  
6
- 7 4. For a period of ninety (90) days following the closing, the following items will be  
8 free of defects in materials or workmanship:  
9
  - 10 a. Doors;
  - 11 b. Windows;
  - 12 c. Electric switches;
  - 13 d. Electrical receptacles and fixtures;
  - 14 e. Caulking around exterior openings;
  - 15 f. Plumbing fixtures; and
  - 16 g. Cabinetry.

17  
18 **IMPLIED WARRANTY OF HABITABILITY:** Illinois law provides that every contract  
19 for the construction of a new home carries with it an implied warranty that the home will  
20 be free of defects and will be fit for its intended use as a home when completed. This  
21 does not require that the Implied Warranty be written and it covers not only structural and  
22 mechanical defects. A breach of the Implied Warranty of Habitability makes the builder  
23 liable for consequential and incidental damages. HOWEVER, the law provides that a  
24 Builder and a Buyer may agree in writing, as is the case here, to limit the duration and  
25 scope of the Implied Warranty.  
26

27 **BUILDER HEREBY EXPRESSLY EXCLUDES ANY OTHER REPRESENTATIONS**  
28 **OR WARRANTIES, BOTH EXPRESS OR IMPLIED, AND EXCLUDES**  
29 **SPECIFICALLY ANY AND ALL IMPLIED WARRANTIES OF**  
30 **MERCHANTABILITY, HABIABILITY OR FITNESS FOR ANY PARTICULAR**  
31 **PURPOSE OF USE, AND EXCLUDES SPECIFICALLY RESPONONSIBILITY FOR**  
32 **ALL DIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES AND/OR LOSSES**  
33 **WHICH MAY ARISE FROM OR OUT O FANY AND ALL STRUCTURAL**  
34 **FAILURES WHICH ARE OTHERWISE NOT THE RESULT OF BUILDER'S**  
35 **GROSS NEGLIGENCE OR WILFULL MISCONDUCT. THIS WARRANTY SHALL**  
36 **ONLY INURE OT THE BENEFIT OF THE ORIGINAL OWNER OF THE UNIT, AND**  
37 **SHALL TERMINATE UPON THE EXPIRATION OF THE APPLICABLE PERIOD**  
38 **OF TIME SET FORTH IN THE HOMWOWNER'S WARRANTY.**  
39

40 **WAIVER AND DISCLAIMER.** BUILDER HEREBY DISCLAIMS AND THE BUYER  
41 HEREBY EXPRESSLY WAIVES, ALL CLAIMS FOR DIRECT, CONSEQUENTIAL  
42 OR INCIDENTAL DAMAGES ARISING OUT OF BREACH OF THE IMPLIED  
43 WARRANTY OF HABITABILITY.  
44

45 **MANUFACTURERS' WARRANTIES:** Builder shall assign and pass through to the  
46 buyer the manufacturers warranties on all new appliances and equipment, though not

1 every unit includes all of these items and some units may or may not include appliances  
2 or equipment not on this list:

- 3
- 4 1. Refrigerator;
- 5 2. Range;
- 6 3. Washing machine;
- 7 4. Clothes dryer,
- 8 5. Dishwasher;
- 9 6. Garbage disposal,
- 10 7. Ventilating fan;
- 11 8. Furnace; and
- 12 9. Air conditioner.
- 13

14 Buyer should follow the procedures in the manufacturer's warranties.

15  
16 AS TO ANY OTHER CONSUMER PRODUCT (AS SUCH TERM MAY BE  
17 DEFINED UNDER APPLABLEFEDERAL D STATE LAWS) WHICH MAY BE  
18 CONTAINED IN THE PURCHASED PREMISES, SELLER NEITHER MAKES NOR  
19 ADOPTS ANY WARRANTY OF ANY NAURE REGARDING SUCH APPLIANCES,  
20 FIXTURES AND OTHER CONSUMER PRODUCTS, INCLUDING, BUT NOT  
21 LIMITED TO, WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR  
22 WARRANTY O MERCHANTABILITY.

23  
24 EXCLUSIONS FROM COVERAGE: This Limited Warranty is applicable only to  
25 matters covered herein, and only of the noted defects are reported in writing before the  
26 end of the applicable warranty period of coverage. We assume no responsibility, and  
27 hereby expressly disclaim liability and responsibility for any of the following, all of  
28 which are excluded from the coverage of this Limited Warranty.

- 29
- 30 1. Defects in appliances and pieces of equipment which are covered by  
31 manufacturers' warranties.
- 32 2. Damage due to ordinary wear and tear, abusive or negligent use, or lack of proper  
33 maintenance of the item or of the home.
- 34 3. Defects which are the result of characteristics common to the materials used, such  
35 as, but not limited to:
  - 36 i. Nail pops
  - 37 ii. Warping and deflection of wood;
  - 38 iii. Fading
  - 39 iv. Chalking and checking of paint due to sunlight;
  - 40 v. Cracks due to drying and curing of concrete, stucco, drywall,  
41 bricks, caulking and masonry, or
  - 42 vi. Normal settling of the home.
- 43
- 44 4. Defects in items installed by Purchasers, their agents or assigns, or anyone other  
45 than the builder or builder's contractors/subcontractors.

- 1 5. Work done by Purchaser and anyone other than builder or builder's
- 2 contractors/subcontractors.
- 3 6. Loss or injury due to the elements
- 4 7. Conditions resulting from condensation on, or expansion and contraction of
- 5 materials.
- 6 8. Paint applied over newly finished interior walls.
- 7 9. Consequential or incidental damages which may arise from the purchase of your
- 8 home.
- 9

10 NO OTHER REXPRESS WARRANTY—LITATION ON IMPLIED WARRANTY.  
11 THIS LIMITED WARRANTY IS THE ONLY EXPRESS WARRANTY WE  
12 PROVIDE. ANY AND ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT  
13 LIMITED TO THE WARRANTY OF MERCHANTABILITY AND HABILITY, TO  
14 THE EXTENT NOT OTHERWISE WAIVED OR DISCLAIMED HEREIN, ARE  
15 LIMITED TO A PERIOD OF ONE YEAR FROM THE DATE OF CLOSING.  
16 PLEASE NOTE THAT IN THE ABSENCE OF THIS LIMITATION, THOSE IMPLIED  
17 WARRANTIES WOULD EXTEND FOR A LONGER PERIOD.

18  
19 PERIOD OF LIMITATIONS. BUILDER AND THE BUYERS HEREBY AGREE  
20 THAT ANY ACTIONS BROUGHT TO ENFORCE THE OBLIGATION OF BUILDER  
21 UNDER THIS HOMEOWNERS LIMITED WARRANTY, OR FOR DAMAGES FOR  
22 BREACH OF THIS LIMITED WARRANTY, OR FOR BREACH OF ANY IMPLIED  
23 WARRANTY IMPOSED BY OPERATION OF LAW, INCLUDING BUT NOT  
24 LIMITED TO THE IMPLIED WARRANTY OF HABILITIY (TO THE EXTENT  
25 NOT OTHERWISE DISCLAIMED AND WAIVED HEREIN) SHALL BE BARRED IF  
26 NOT INSTITUTED WITHIN FOURTEEN (14) MONTHS FROM THE DATE OF  
27 CLOSING. IT IS ACKNOWLEDGED AND UNDERSTOOD BY BUYER THAT IN  
28 THE ABSENCE OF THE LIMITATION CONTAINED IN THIS PARAGRAPH;  
29 BUYER WOULD HAVE A GREATER PERIOD OF TIME WITH WHICH TO  
30 INSTITUTE ANY SUCH CLAIM OR ACTION.

31  
32 CLAIMS PROCEDURE: if a defect appears which you think is covered by this Limited  
33 Warranty, you must writ a letter describing it, and mail the letter to our office at the  
34 address provided below. If delay will cause extra damage, you must telephone us  
35 immediately. Only emergency reports will be taken by phone.

36  
37 REPAIRS: upon receipt of your written report of defect, if the defective item is covered  
38 by this Limited Warranty, we will repair or replace it at no charge to you within thirty  
39 (30) days of receipt of the written notice. Such time for repair or replacement may be  
40 lengthened if weather conditions, labor problems or material shortages contribute or  
41 cause the delay. The work will be done by us or subcontractors chosen by us. We have  
42 no obligation to use workmen of your choosing. The decision to either repair or replace  
43 shall be in the sole discretion of the builder. No steps taken by us to correct any defect  
44 shall act to alter or to extend the warranty period beyond the period of one (1) year  
45 following the date of the closing.

46

1 PERFORMANCE: buyer expressly understands and agrees that any work to be done by  
2 the builder under this Limited Warranty is to be done:  
3

4 All work shall be performed exclusively by builder or by a subcontractor utilized  
5 by builder and selected at builder's sole discretion. If however, buyer for any reason  
6 whatsoever refused to permit such subcontractor on the property to perform work to be  
7 performed pursuant to this Limited Warranty, then that part of the Limited Warranty shall  
8 be null and void without further notice at times and dates selected by builder. Should  
9 builder fail to complete any such repairs within the thirty (30) day period as set forth  
10 above, and buyers are not the cause or at fault in the creation of such delay, the buyers  
11 may at their option obtain a contractor of their choosing to complete any such repairs, the  
12 cost of which shall be the obligation of the builder. Builder shall reimburse such costs or  
13 expenses incurred by the buyers within thirty (30) days of receipt of a written demand for  
14 payment. Such demand shall include copies of any and all estimates and bills for such  
15 repairs. Builder shall attempt to schedule the work to be done at times and on dates  
16 reasonably acceptable to buyer. In the event that buyer, for any reason whatsoever, fails  
17 to keep any two (2) scheduled appointments with builder or its subcontractors hired to  
18 perform the work hereunder, builder shall have no further obligation to reschedule such  
19 work and that part of this Limited Warranty shall be deemed null and void without  
20 further notice or obligation on the part of the builder.  
21

22 NOT TRANSFERABLE: this Limited Warranty is extended to buyer only if you are the  
23 first purchaser of the subject unit or home and is strictly not transferable. When the first  
24 purchaser sells the home or vacates it, the builder's obligations terminate automatically.  
25

26 NOTICES: Any notices hereunder shall be personally delivered or sent by certified or  
27 registered mail, return receipt requested, addressed as follows:  
28

29 If to Seller, to

30  
31 Jersey Development  
32 \_\_\_\_\_ Harrison  
33 Oak Park, IL 60304  
34 Tel: 708. \_\_\_\_\_  
35

36  
37 If to Purchaser, to the address of the Purchased Unit at  
38

39 Any notices mailed as aforesaid shall be deemed received three (3) business days after  
40 deposit in the United States mail. Notice of changes of address for receipt of notices shall  
41 be sent in the manner set forth in this paragraph.  
42

43 ARCHITECT'S DECISION: In the event of any dispute arising hereunder as to the  
44 existence of any defect, which dispute is not resolved by Seller and Purchaser, such  
45 dispute shall be submitted to and resolved by the Architect. Such decision of the  
46 Architect shall be final and binding on the parties.  
47

48 SIGNATURES:

1  
2 BUILDER: JERSEY DEVELOPMENT

3  
4 BY: \_\_\_\_\_, Its \_\_\_\_\_

5  
6 BUYERS:

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8 \_\_\_\_\_  
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11 \_\_\_\_\_

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14 RECEIPT AND ACKNOWLEDGMENT BY PURCHASERS

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16  
17 PURCHASERS hereby acknowledge receipt from builder of the foregoing Homeowner's  
18 Limited Warranty. We further acknowledge that we have had adequate opportunity to  
19 review this Limited Warranty and that the terms have been explained to us. We  
20 understand further that the Builder has disclaimed and that we have waived all liability  
21 for consequential or incidental damages arising from this purchase; that WE HEREBY  
22 WAIVE AND BUILDER HEREBY DISCLAIMS AND EXCLUDES ANY AND ALL  
23 LIABILITY UNDER THE IMPLIED WARRANTY OF HABILITY, and that to the extent  
24 not otherwise waived, disclaimed or excluded, that builder has limited the period of its  
25 implied warranty of habitability, merchantability and fitness for a particular purpose to  
26 ONE (1) YEAR following the date of closing, which is the same period as its express  
27 limited warranty; and that in the absence of such limitation those implied warranties  
28 would extend for a greater period of time.

29  
30 DATED THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 2006.

31  
32 \_\_\_\_\_  
33 BUYER

34  
35 \_\_\_\_\_  
36 Address

37  
38  
39 \_\_\_\_\_  
40 BUYER

41  
42 \_\_\_\_\_  
43 Address