



# Brookshire Homes, LLC

## Limitation of Warranties Addendum to the Contract

**LIMITED WARRANTY.** BROOKSHIRE HOMES, LLC warrants to \_\_\_\_\_, the construction of **the home** at \_\_\_\_\_ against defects in workmanship and materials for a period of **one (1) year** (certain items are covered for two (2) years) from the date of occupancy or closing, whichever first occurs, but only in accordance with, and as limited by, the Home Buyers Warranty.

**BROOKSHIRE HOMES, LLC OBLIGATIONS UNDER THE NEW HOME WARRANTY AND UNDER THIS AGREEMENT ARE LIMITED TO REPAIR AND REPLACEMENT.** As to items not of Brookshire Homes, LLC's manufacture, such as any air conditioner, water heater, refrigerator, range, dishwasher and other appliances, equipment or "consumer products", as defined by the Federal Trade Commission, BROOKSHIRE HOMES, LLC agrees to pass along to the Homebuyer the manufacturer's warranty, without recourse. BROOKSHIRE HOMES, LLC makes no warranty on such items. **THE HOME BUYERS LIMITED WARRANTY IS THE ONLY WARRANTY APPLICABLE TO THIS PURCHASE. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WHETHER ARISING UNDER STATE LAW OR THE MAGNUSON-MOSS WARRANTY ACT, INCLUDING BUT NOT LIMITED TO ALL IMPLIED WARRANTIES OF FITNESS, MERCHANTABILITY OR HABITABILITY, ARE DISCLAIMED AND EXCLUDED.**

**MAJOR STRUCTURAL DEFECT COVERAGE. The 2-10 HBW® Warranty.** At or about close of escrow, BROOKSHIRE HOMES, LLC will purchase for Buyer(s) a 2-10 HBW® Warranty administered by Home Buyers Warranty Corporation ("2-10 HBW®"). The 2-10 HBW® Warranty is a limited warranty that provides one-year workmanship, two-year systems and qualifying ten-year structural defect coverage for certain construction defects in the subject home. As consideration for the 2-10 HBW® Warranty, Buyer(s) agrees to the provisions of this Addendum, which supersede any different or inconsistent provisions in the Purchase Contract. Buyer(s) represents that they have been furnished with a copy of the 2-10 HBW® Warranty and has had an opportunity to read and understand it, including the binding arbitration agreement contained in it, before signing this Addendum.

**ARBITRATION AGREEMENT.** Any and all claims or disputes between BROOKSHIRE HOMES, LLC, Buyer(s), and/or 2-10 HBW® arising from or relating to the 2-10 HBW® Warranty, Purchase Contract, the Home, the real property on which it is located, and any common elements in which the Buyer(s) has an interest, including without limitation, any claim of negligent or intentional misrepresentation, shall be settled by binding arbitration. The arbitration shall be conducted by Construction Dispute Resolution Services LLC, or DeMars & Associates, Ltd, or some other mutually agreeable service. The decision of the arbitrators shall be final and binding and may be entered as a judgment in any state or federal court of competent jurisdiction. Any person in contractual privity with the Builder/Seller whom the Buyer(s) contends is responsible for any construction defect in the Home shall be entitled to enforce this arbitration agreement. The Builder/Seller and Buyer(s) agree that this agreement and arbitration provision involve and concern interstate commerce and are governed by the provisions of the Federal Arbitration Act (9 U.S.C. §§ 1-16), to the exclusion of any different or inconsistent state or local law, ordinance or judicial rule.

**WARRANTY EXCLUSIONS.** SELLER SHALL NOT BE RESPONSIBLE FOR DAMAGES TO A HOME WHICH ARE NOT CAUSED BY THE BUILDER, OR HIS EMPLOYEES, AGENTS, OR SUBCONTRACTORS, BUT RESULT FROM ACCIDENTS OR ACTS OF GOD INCLUDING BUT NOT LIMITED TO FIRE, EXPLOSION, SMOKE, WATER ESCAPE, UNDERGROUND GAS SEEPAGE INCLUDING RADON GAS, CHANGES WHICH ARE NOT REASONABLY FORESEEABLE IN THE LEVEL OF THE UNDERGROUND WATER TABLE, SINKHOLES, GLASS BREAKAGE, WINDSTORM, HAIL, LIGHTNING, FALLING TREES, AIRCRAFT, VEHICLES, FLOOD OR EARTHQUAKE. SELLER SHALL NOT BE RESPONSIBLE FOR DAMAGES TO A HOME CAUSED BY ACTIVITIES WHICH TAKE PLACE ON PARCELS OF LAND ADJACENT TO OR IN CLOSE PROXIMITY TO THE HOME SITE, INCLUDING BUT NOT LIMITED TO DAMAGES CAUSED BY NEARBY TOXIC WASTE SITES, OVERHEAD ELECTRIC POWER LINES, AIRPORT ACTIVITIES OR MINING OPERATIONS. SELLER DOES NOT WARRANT OR ASSUME RESPONSIBILITY FOR DAMAGE TO A HOME DUE TO ORDINARY WEAR AND TEAR, ABUSE, IMPROPER USE, MAINTENANCE OR ACTS OF THE HOMEBUYER OR ANY OTHER PERSON OTHER THAN SELLER.

**SINKHOLE:** Certain areas of Florida have experienced "sinkhole" soil settlement activity. The Builder has consulted with soil engineers about the potential for sinkhole development in the area; and has been assessed that no soil study or investigation can offer any guarantees that a sinkhole will not develop on a specific lot. The Builder has also been informed that soil engineers can conduct testing and exploration of potential sinkhole sites in an attempt to assess the possibility of future sinkhole development. BROOKSHIRE HOMES, LLC assumes no responsibility to make any tests; but BROOKSHIRE HOMES, LLC will permit the Homebuyer to do so, at the Homebuyer's expense, if the Homebuyer so desires. BROOKSHIRE HOMES, LLC MAKES NO WARRANTIES OR REPRESENTATION, EXPRESS OR IMPLIED, ABOUT THE EXISTING OR FUTURE SOIL CONDITIONS ON THE PROPERTY. BROOKSHIRE HOMES, LLC EXPRESSLY DISCLAIMS ANY LIABILITY OF ANY TYPE FOR ANY DAMAGES - WHETHER DIRECT, INDIRECT OR CONSEQUENTIAL - WHICH THE HOUSE OR REAL ESTATE MAY SUFFER BECAUSE OF SETTLEMENT, SINKING OR COLLAPSE OF THE EARTH ON THE PROPERTY.

**THE EXCLUSIVE REMEDY FOR ANY DEFECT OF ANY WARRANTED ITEM PROPERLY REPORTED PRIOR TO THE EXPIRATION OF THE WARRANTY PERIOD, SHALL BE THE CORRECTION OF SUCH DEFECT BY REPAIR.** NO ACTION TAKEN TO REMEDY A DEFECT SHALL EXTEND THE WARRANTY PERIOD BEYOND THAT SET FORTH IN THIS WARRANTY, FOR SUCH PARTICULAR DEFECT, THE REPAIR OF SUCH DEFECT SHALL CONSTITUTE FULL AND COMPLETE FULFILLMENT AND SATISFACTION OF ALL LIABILITY AND OBLIGATIONS, AND THE SELLER SHALL IN NO EVENT BE LIABLE FOR ANY INJURY OR DAMAGE OTHERWISE ARISING OUT OF OR RESULTING

FROM ANY SUCH DEFECT, INCLUDING BUT NOT LIMITED TO ANY SPECIAL INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON CONTRACT, TORT OR OTHERWISE.

The Warranty is exclusive and in lieu of any and all other warranties, express or implied. No person is authorized to make any representation or warranty other than those set forth in this warranty. By signing this Addendum, Buyer(s) agrees to all terms of the arbitration agreement and waive their right to a jury trial or class action litigation.

**WARRANTY SERVICE**

Requests for service must be sent IN WRITING to:  
BROOKSHIRE HOMES, LLC  
401 S. Albany Ave, Tampa, FL 33606