

EXHIBIT E

**LIMITED WARRANTY**

**BUYER'S NAME:**

**UNIT NO.**

**DATE:**

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THIS LIMITED WARRANTY (this "Limited Warranty") is provided by Wenham Pines LLC, a Massachusetts limited liability company (the "Seller") to \_\_\_\_\_ (the "Buyer") for Unit # \_\_\_\_\_ at Pine Hill Rd, Wenham MA, 01984 at Wenham Pines Condominium (the "Unit"). This Limited Warranty is extended to the above-named Buyer for the balance of the Term of Coverage described below.

Subject to the terms of this Limited Warranty, the Unit is warranted for one (1) year from the date of closing for the initial Buyer of the Unit against substantial nonconformity, with respect both materials and workmanship, as relates to: a) the structural components of the Unit; b) the electrical, plumbing, and HVAC systems in the Unit; and c) all other interior and exterior components of the Unit. This Limited Warranty is given in lieu of any other warranties expressed or implied, consequential or incidental damages.

NOTE: This Limited Warranty specifically excludes consequential and incidental damages, and there are limitations in the duration of implied warranties as indicated below. This Limited Warranty also is applicable only to the Unit.

**TERM OF COVERAGE**

The term of coverage provided under this Limited Warranty begins on the date of the conveyance of title to the initial Buyer (the "Date of Warranty"). Provided that written notice is received by Seller during the term of the Limited Warranty coverage, specifying exactly the defect being reported, and provided that Buyer has complied with all reasonable service policy requirements and/or procedures adopted by Seller, Seller's Limited Warranty will include the coverage described below.

**PRE-CLOSING INSPECTION**

The Buyer and Seller will schedule a Pre-Closing Inspection of the Unit at least ten (10) business days prior to closing. The intent of the Pre-Closing Inspection is to establish an Initial List of Punch-List items that need to be addressed as outlined under the Service Procedure section of this Limited Warranty which once corrected will then be the responsibility of the Unit owner.

**LIMITED WARRANTY COVERAGE**

- 1. Structure:** For a period of one (1) year after the initial Date of Warranty the internal structural components of the Unit, which are not covered by other provisions of the

Limited Warranty, will be free of substantial defects in materials and workmanship. Such structural components include footings and foundations, beams, girders, lintels, columns, bearing walls and partitions, roof framing systems, and floor framing systems.

2. **Electrical, Plumbing and HVAC Systems:** For period of one (1) year after the initial Date of Warranty the electrical, plumbing, and HVAC systems of the Unit will be free of substantial defects in material and workmanship. Manufacturers' recommendations must be followed, or this section of the Warranty will be void.

- A. **Electrical System:** The electrical system, excluding lights bulbs, is warranted against defective materials and workmanship, except where failure in the system is caused by alteration or improper operation or use by Buyer or Buyer's agent. All wiring that is not capable of carrying the designated load to switches, receptacles and equipment; all circuit breakers and panels and all switches, fixtures, outlets and ground fault circuit interrupters that do not operate as intended are covered by the Limited Warranty.

- B. **Plumbing System:** The plumbing system is warranted against defective materials and workmanship, except where failure in the system is cause by alteration or improper operation or use by Buyer or Buyer's agent. Leaky valves and faucets; water hammer; interior drain, waste, vent and water pipes not adequately protected to prevent freezing and bursting during normally anticipated cold weather; leaks in any waste, vent or water piping; sanitary sewer lines, fixtures, and waste or drain lines that do not operate or drain properly due to improper construction; and defects in any service connections to the municipal water main or private water supply are covered by the Limited Warranty.

- C. **HVAC System:** The HVAC system is warranted against defective materials and workmanship, except where failure in the system is caused by alteration or improper operation or use by Buyer or Buyer's agent. Seller warrants the heating system to be capable of heating the Unit to a temperature of 70- degrees Fahrenheit, as measured in the center of the room, at a height of five (5) feet above the floor, when the outside temperature is 0-degrees Fahrenheit or higher. Seller warrants the air conditioning system to be capable of maintain a temperature of 78-degrees Fahrenheit, as measured in the center of the room, at a height of five (5) feet above the floor under local outdoor summer design conditions. When the outside temperature exceeds 95-degrees Fahrenheit, the system shall maintain the inside temperature fifteen (15) degrees cooler than the outside temperature. Seller also warrants that all ductwork in unheated spaces, exclusive of the basement, shall be insulated; ductwork shall be intact and securely fastened; and refrigerant lines shall not leak.

3. **Other Components of The Unit:**

- A. **Basement:** Seller will remedy conditions of water actually trickling through walls or seeping through the floors for one (1) year. Should a water trickling or seepage problem occur, Seller shall correct the problem in whatever manner it deems appropriate in its sole discretion including, but not limited to, the installation of a sump pump. It is not possible to keep concrete from cracking, due to the nature of the material. Shrinkage cracks are not unusual and are inherent in the curing

process. Seller shall not be required to repair any cracks in foundation walls, unless they are greater than ¼" in width or they are actually allowing water to leak into the basement. In such even Seller shall repair such non-structural cracks that are not leaking by surface patching. Seller shall repair cracks that are leaking by injecting a water-proofing material into the crack.

Damp basement walls or floors in a new Unit is common and is typically caused by condensation. Seller shall not be responsible for the installation of a dehumidifier that may be necessary to reduce such condensation. Seller shall not be responsible for leaks caused by improper landscaping installed by Buyer and/or the Wenham Pines Condominium Trust (the "Trust") or by the failure of the Buyer and/or the Trust to maintain positive drainage away from the foundation. Leaking caused by rainfall greater than three inches in one occurrence, or by the equivalent in melting snow is excluded from the provisions of this Limited Warranty.

- B. Concrete Floors:** Seller shall repair all cracks in interior concrete slabs that exceed 1/4" in width or 3/16" in vertical displacement, which occur within one (1) year after the Date of Warranty, by filling chipping out and surface patching, or other suitable method. Efflorescence on basement floors is considered a normal condition and does not require any action by Seller.
- C. Roofing, Gutters and Downspouts:** For one (1) year after the Date of Warranty, Seller warrants the roofing and flashing to be free of leaks that occur under normal weather conditions and warrants that shingles shall not blow off under wind velocities less than the manufacturer's standards or specifications. It shall be the responsibility of the Trust to ensure that gutters and downspouts are free of leaves and debris and that roof areas are free of excessive accumulations of snow and ice both of which conditions are beyond Seller's control and may cause leaks that are not warranted against by Seller. Similarly, Seller shall not be responsible for leaks cause by ice dams that are not the result of improper installation of attic insulation. Clogged gutters and downspouts can create ice dams and can otherwise create leaks that are not warranted against by Seller. Seller shall have gutter guards installed on all gutters to minimize the collection of leaves and other debris; however, it shall be the responsibly of the Trust to inspect the gutters to ensure that the guards are operating properly. For one (1) year after the Date of Warranty, Seller warrants gutters and downspouts against leaking and looseness, but only insofar as they are kept free of leaves and other debris by others.
- D. Siding:** For one (1) year after the Date of Warranty, Seller warrants the exterior siding and trim to be installed properly and to not leak, bow, buckle, warp or split. The siding manufacturer provides a warranty with respect to the siding material.
- E. Insulation:** Seller warrants that insulation shall be installed around all habitable areas in thicknesses, R-value, and in a manner required by The Massachusetts State Building Code, unless the architectural plans specify a greater thickness or R-value.
- F. Floor Sheathing and Joists:** For one (1) year after the Date of Warranty, Seller will refasten any loose subfloor or take other corrective action to reduce squeaking

to the extent possible, within reasonable repair capability, and without removing the floor and ceiling finishes. A totally squeak-proof floor cannot be guaranteed.

- G. Wall and Ceiling Framing:** For one (1) year after the Date of Warranty, Seller will repair any interior or exterior frame wall or ceiling that is bowed more than 3/8" within any 32-inch horizontal measurement; or more than 1/1" within any 8-foot vertical measurement.
- H. Windows:** For one (1) year after the Date of Warranty, Seller will repair or replace any windows or window sashes that become inoperable, or that lose their seal between the double panes, so long as the problem requiring repair or replacement was not caused by Buyer's misuse or damage or damage caused by others. The window manufacturer provides a warranty.
- I. Interior and Exterior Doors:** For one (1) year after the Date of Warranty, Seller will repair or replace any interior or exterior doors that do not properly close and fit that do not open and close freely without binding against the doorframe; where the lock bolt does not properly operate; where the door drags on the floor surface, or where there is an excessive opening at the bottom of the door.
- J. Drywall:** For one (1) year after the Date of Warranty, Seller will repair all cracks, nail pops, nail dimples, cracked r exposed corner bead, trowel marks, excess joint compound, or blisters in drywall tape. Painting will be touched up to match as closely as possible, provided that the original paint is a standard in the project and has not been repainted with some other color. Hairline cracks are not unusual, and the repair of cracks not exceeding 1/16-inch in width is not required under the applicable Construction Performance Guidelines; nonetheless, Seller agrees to repair hairline cracks once, and recommends that such hairline cracks all be addressed at the end of the one year Limited Warranty coverage.
- K. Porcelain or Ceramic Tile, Marble or Stone:** For one (1) year after the Date of Warranty, Seller will replace any cracked tiles, marble, or stone as well as re-secure any loose tiles, marble or stone. Seller shall also repair grouting one time only within the first year of the Limited Warranty coverage. Hairline cracks in grout are normal and will not be repaired by Seller. It shall be Buyer's responsibility to seal and maintain sealing of the grout to prevent staining.
- L. Hardwood Flooring:** For one (1) year after the Date of Warranty, Seller will repair replace any defective hardwood flooring. Hardwood floors that swell or buckle will be replaced. Shrinkage and separation of floor boards is normal, and cracks will be repaired by filling and refinishing to match the wood surface as closely as possible. While the repaired cracks not exceeding 1/8-inch in width is not required under the applicable Construction Performance Guidelines, Seller agrees to repair such cracks once, and recommends that such cracks all be addressed at the end of the one year Limited Warranty coverage.
- M. Counter Tops:** For one (1) year after the Date of Warranty, Seller will repair or replace any defective laminate coverings that delaminate or that separate at seams.

Bubbling or scorching caused by hot objects is not covered under this Limited Warranty. Seller shall replace any granite counter tops that cracks within the Limited Warranty coverage term, so long as such crack was no caused by Buyer's abuse. Separation of the countertop from the wall caused by shrinkage or settlement shall be caulked by Seller once, and it is recommended that such caulking be addressed at the end of the one- year Limited Warranty coverage.

- N. Interior Trim:** For one (1) year after the Date of Warranty, provided that the original paint is a standard in the project and has not been repainted with some other color. Seller will repair or replace any defective molding and wainscoting that has split, cupped, warped, etc., or that has joints that are excessive in width. In most instances, caulking will be the acceptable remedy for shrinkage and the corresponding opening of joints, or the spaces between the molding and the wall. Ad Seller will caulk and tough-up paint once, it is recommended that such caulking and touch-up painting be addressed at the end of the one-year Limited Warranty coverage term.
- O. Painting:** For one (1) year after the Date of Warranty, Seller will repaint any surfaces where the initial paint flashes or where excessive knot & wood oils bleed through the finish paint surface. Additionally, Seller will touch up the paint whenever repairs are made to drywall and interior trim. As Seller will caulk and touch-up paint once, it is recommended that such caulking and touch-up painting be addressed at the end of the one-year Limited Warranty coverage term.
- P. Fireplace:** For one (1) year after the Date of Warranty, Seller will repair or replace any defective fireplace, fireplace surround, fireplace mantle, or fireplace chimney. Occasionally, high winds can cause temporary negative drafts. Negative drafts (also referred to as "down drafts") can also be caused by trees, steep hillsides, adjoining Units, or even the operation of the furnace. In some cases, it may be necessary to open a window slightly to create an effective draft. Since negative draft conditions can be temporary, it may be necessary for Seller to observe the operation of the fireplace under differing conditions. Seller shall take the necessary steps to correct any down-draft problem caused by the improper construction of the fireplace. Seller shall replace or repair any loose or broken cultured stone on the exterior of the chimney and grout or caulk any excessive joints.

### **MANUFACTURERS' WARRANTIES**

The Seller assigns and transfers to Buyer any and all manufacturers' warranties, including, but not limited to, those warranties appertaining to all appliances, water heater, plumbing piping, HVAC equipment, cabinets, roofing, windows, siding, decking, railing, etc. At the closing, Seller will provide Buyer with all documentation and warranty cards related to such manufacturer; warranties. Such warranties may include a specific procedure that must be followed to make the warranty effective which may require notification or registration by Buyer to the manufacturer, or may require that Buyer mail the warranty card to the manufacturer. It shall be Buyer's responsibility to mail any such warranty cards to do whatever else is required by the maufacturer to register the appliances, equipment, or other items in accordance with any manufacturer's requirements. Any failure, on the par of Buyer, to follow such procedures shall not give rise to any expressed or implied warranty from Seller with respect to such appliances,

equipment and other items other wide covered by the manufacturer's warranties. It shall also be Buyer's responsibly to maintain, operate, and service any such appliances, equipment, and other items covered by the manufactures' warranties assigned to Buyer by Seller, as required by any such warranties.

Note: The Seller does not warrant the installation of any appliance; however, Seller will act as intermediary to assist Buyer in the resolution of any warranty issues related to appliances that Buyer purchased through Seller.

### **EXCLUSIONS FROM COVERAGE**

Seller specifically does not assume responsibility for any of the following, items, each of which explicitly excluded from this Limited Warranty:

1. Defects in appliances or equipment that is covered by manufacturers' warranties. As these warranties haven been assigned directly to Buyer, each manufacturer's claim procedure must be followed where a covered defect appears in any of those items. Seller will assist Buyer in the corresponding claims procedure to that reasonable extent possible;
2. Pre-existing defects in items supplied by Buyer or defects in items installed by Buyer or anyone else other than Seller's subcontractors, when such work was commissioned and paid for directly by Buyer to such subcontractors;
3. Work done by Buyer or anyone other than Seller or Seller's subcontractors acting at Seller's discretion.
4. Loss or damage resulting from abnormal loading on floors by the Buyer that exceeds design loads mandated by the Massachusetts Building Code;
5. Damage from plumbing and fire sprinkler piping and fittings that burst or otherwise leak as the result of the Owner's failure to adequately heat the Unit;
6. Outside hose bibs and associated piping that burst from freezing;
7. Any damage from leaks that result from Buyer's negligence or failure to take remedial action in a timely manner;
8. Damage due to ordinary wear and tear, abusive use, misuse or lack of proper maintenance of the Unit or its components parts or systems;
9. Consequential or incidental damages and any loss or damage that Buyer has not taken timely action to minimize;
10. Costs of shelter, transportation, food, moving, storage, or other incidental expenses related to relocation during repair;
11. Any claims not filed by Buyer in a timely manner and in accordance with the Warranty Service Procedures set forth by Seller.
12. Loss or damage resulting from acts of God or force majeure not limited to fire, explosion, smoke, water escape, changes that are not reasonably foreseeable in the level of underground water table, windstorm, hail, lightning, falling trees, aircraft, vehicles, flood, and earthquake;
13. Insect damage that occurs after Buyer takes title to the Unit;
14. Mildew or fungus that appears after Buyer takes title to the Unit except when caused by otherwise defective or negligent workmanship by the builder;
15. Insignificant defects that are the result of characteristics common to materials used, such, but not limited to, minor shrinkage, warping and deflection of wood; hairline cracks, nail pops and dimples in drywall; fading, caulking and checking of paint; shrinkage cracks in

- concrete, masonry cement and tile grout; and color variations in concrete, granite counter tops, ceramic tile, and hardwood flooring;
16. Conditions resulting from condensation on, or normal expansion or contraction of materials;
  17. Infiltration of wind-driven rain and snow into roof vents, soffit vents, and under garage doors;
  18. Roof leaks caused by ice dams, ice or snow build-up, or high winds or driven rain;
  19. Minor squeaks in floors;
  20. Minor nail holes in exterior trim and in unfinished rooms or closets;
  21. Wood doors that stick during occasional periods of high humidity;
  22. Condensation collecting on window frame and glass surfaces when temperature differences are present;
  23. Shrinkage cracks in concrete;
  24. Deterioration, spalling, scaling, or pitting in concrete caused by salt, chemicals, mechanical implements or other factors beyond Seller's control;
  25. Minor splits, cracks, checking, surface defects or color/texture irregularities in natural building materials such as wood, stone and concrete.
  26. Occasional or temporary down drafts in the fireplace chimney not caused by improper installation of the fireplace or chimney, or malfunctions due to natural causes beyond Builder's control;
  27. Glass breakage;
  28. Basement bulkheads;
  29. Noises in plumbing system due to water flow and pipe expansion;
  30. Clogging of A/C condensate lines;
  31. Minor noises caused by the expansion and contraction of HVAC ductwork;
  32. Condensation on piping;
  33. Normal wear and tear of the Unit or consumer products in the Unit.;
  34. Finishes on light fixtures;
  35. Any loss or damage is being used for non-residential purposes;
  36. Failure of Buyer to take timely action to minimize loss or damage or failure of Buyer to give timely notice of the defect;
  37. Any loss or damage to the Unit or its livability due to mold or fungus.

In addition, the following defects will be corrected by Seller ONLY IF: 1) they represent substantial non-conformity with the applicable construction standards and 2) they are noted in writing on the Pre-Occupancy Punch-List Form attached as Exhibit A:

1. Defects in the appearance of interior and exterior finished surfaces on appliances, plumbing fixtures, counter tops, cabinets, window frames and glass, mirrors, flooring, walls, woodwork, etc;
2. Scratches and chips in porcelain tile, ceramic tile, glass, kitchen and vanity counter tops, and plastic surfaces;
3. Scratches, rubs, and dents in metal painted and unpainted surfaces;
4. Tears, gouges, cuts and dents on any surfaces;
5. Scratches, chips, dents splits, mars, rubs, and abrasions in woodwork, hardwood floors, built-ins and cabinet surfaces;

6. Scratches, dents, gouges, rubs, mars and other irregularities in decorative columns or in drywall surfaces;
7. Tears, runs, or other irregularities in window screens;
8. Broken glass or mirrors;
9. Loose screws, nuts or bolts; and
10. Missing items

The Fourth edition of the National Association of Unit Builder's Residential Construction Performance Guidelines for Professional Builders and Remodelers, as well as with the Sixth Edition of The Massachusetts State Building Code is to be used as the guidelines for coverage under this Limited Warranty.

### **COVERAGE ON CONSUMER PRODUCTS**

For the purposes of this Limited Warranty Agreement, the term "consumer products" means all appliances, equipment and other items that are consumer products for the purposes of the Magnuson-Moss Warranty Act (15 U.S. C., sections 2301-2312) and which are located in the unit on the commencement date of the warranty. The Seller hereby assigns to Buyer all rights under manufacturers' warranties covering consumer products. Defects in items covered by manufacturers warranties are excluded from coverage of this limited warranty, and Buyer should follow the procedures in the manufacturers' warranties if defects appear in these items. Buyer's sole remedy with respect to consumer products shall be the manufacturer's warranty on such product. SELLER HEREBY DISCLAIMS ANY IMPLIED WARRANTIES FOR MERCHANTABILITY, WORKMANSHIP, OR FITNESS FOR A PARTICULAR PURPOSE ON ANY SUCH CONSUMER PRODUCTS.

### **IMPLIED WARRANTIES**

All implied warranties including, but not limited to, warranties of merchantability, fitness for a particular purpose and habitability, with respect to the Premises, are limited to the warranty periods set forth above in the "Coverage" section.

### **NO OTHER WARRANTIES**

This Limited Warranty is the only warranty Seller will provide. Seller makes no warranties other than those described above. Seller's obligations under this Limited Warranty are limited to making the necessary repairs in a workmanlike manner.

### **CLAIMS PROCEDURE**

If Buyer becomes aware of a defect as to either material or workmanship, which Buyer believes is covered under this Limited Warranty, Buyer should promptly notify Seller, in writing, by submitting a completed Warranty Service Request Form attached as Exhibit B to Seller at the Seller's address appearing at the bottom of this Limited Warranty. In completing the Warranty Service Request form, Buyer should briefly describe the defect and advise Seller as to which days or times Buyer would typically be available at Unit, so that Seller can schedule a service call appropriately. In the event of a problem of an emergency nature (for example, if a pipe bursts, or if there is no heat) Buyer should telephone Seller immediately, at the emergency number listed on the form or at a different 24-hour emergency telephone number subsequently provided to Buyer by Seller. Only service requests of an emergency nature will be accepted over the

telephone. SELLER SHALL NOT BE REQUIRED TO RESPOND TO ANY WARRANTY SERVICE REQUESTS THAT ARE INCONSISTENT WITH THE ABOVE CLAIMS PROCEDURE.

**SERVICE PROCEDURE**

Upon receipt of a Service Warranty Request, Seller shall promptly notify Buyer as to whether such defect is covered by this Limited Warranty, and, if the defect is so covered, Seller shall repair or replace the defective item component at no cost to Buyer. At Seller’s discretion, any repairs or replacements will be accomplished by Wenham Pines LLC through \_\_\_\_\_ (the “Builder”) directly, or by Builder’s subcontractors, and either such party may, in their discretion, decide whether to repair or replace the defective item or component, in-order to bring it into compliance with the applicable warranty performance guidelines. Seller shall use reasonable efforts to complete routine covered warranty service work within thirty (30) days after receipt of a written Warranty Service Request form, subject to delay caused by weather, labor shortages, material shortages, and other factors beyond Seller’s control.

**BUYER’S COOPERATION**

Buyer must cooperate with Seller, Builder, or Builder’s subcontractors by being available during normal working hours, Monday through Friday, 7:00 a.m. through 4:00 p.m., to provide access to workmen. Additionally, Buyer, or Buyer’s responsible representatives, must be present in the Unit during the repair or replacement work to approve the repair or replacement, in writing, once completed. Buyer’s continued failure to provide access after two missed appointments shall absolve Seller of any further obligation to make the requested repair or replacement.

**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.

Executed this \_\_ day of \_\_\_\_\_, 201\_\_.

BUYER:

SELLER:

\_\_\_\_\_

\_\_\_\_\_

**Seller’s Address for Warranty Claims:**

Six Kimball Lane, Suite 300  
Lynnfield, MA 01940

**Exhibits:**

- Exhibit A: Pre-Occupancy Punch List Form
- Exhibit B: Warranty Service Request Form

[LIMITED WARRANTY TO BE SIGNED AT CLOSING]