



**PANHANDLE HOMES  
LIMITED WARRANTY**



## ONE YEAR LIMITED HOME WARRANTY

PANHANDLE HOMES OF BERKELEY COUNTY, INC.

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304-274-1920

ONLY ITEMS IN THIS MANUAL WILL BE COVERED BY PANHANDLE HOMES OF BERKELEY COUNTY, INC. OTHER WARRANTIES, INCLUDING 10 YEAR STRUCTURAL WARRANTY AND MANUFACTURERS' WARRANTIES, ARE ADDITIONAL COVERAGE PROVIDED BY THOSE CARRIERS. ADDITIONAL COVERAGE BY THOSE CARRIERS DO NOT REQUIRE PANHANDLE HOMES OF BERKELEY COUNTY, INC. TO PROVIDE COVERAGE BEYOND WHAT IS IN THIS MANUAL.

## PREFACE

It is important that you, Buyer(s) Name; \_\_\_\_\_ (hereinafter "You"), read this One Year Limited Home Warranty (hereinafter the "Limited Warranty") closely, as it sets forth specific procedures for making a warranty claim on your new House constructed by Panhandle Homes of Berkeley County, Inc. (hereinafter "Panhandle Homes"), located in the \_\_\_\_\_ Subdivision, Lot Number \_\_\_\_\_ (hereinafter the House), as well as an explanation as to the items Panhandle Homes will cover under the terms of this Limited Warranty. The term "House" as used herein shall include the real property and all of its improvements and appurtenances.

**This warranty shall be in addition to, and in no way reduce, all other rights and privileges which such Purchasers may have in law or in equity or under any other instrument, and shall be binding on the Warrantor, notwithstanding any provision to the contrary contained in the contract of purchase or any other instrument executed by the Purchasers.**

## SECTION 1: TERM OF COVERAGE

### 1.1 Tenn Defined

The term of this Limited One Year Builder Warranty commences on the date upon which consummation of the purchase of the House occurs (the settlement or closing) and shall terminate exactly one (1) year thereafter.

### 1.2 Recipient of Coverage

The Limited One Year Builder Warranty is issued to the original purchaser of the House constructed and sold by Panhandle Homes. The Limited One Year Builder Warranty is non transferrable to new owners, even if the property is transferred within the term of coverage. The Limited One Year Builder Warranty is *only issued to owner occupants and will not be in effect for tenants of the owner*. The ten-year structural warranty issued by 2-10 Home Warranty is transferrable along with the House. Additional coverage by manufacturers' warranties also are transferrable with the House.

## SECTION 2: PROCEDURE FOR WARRANTY PERFORMANCE

### 2.1 Pre-Settlement Walkthrough

No sooner than Ten (10) business days before Settlement, You and the Builder Representative shall conduct a Pre-Settlement Walkthrough and Home Orientation (hereinafter the "Pre-Settlement Walkthrough") of the entire House. At the conclusion of the Pre-Settlement Walkthrough, You and the Builder Representative will complete the Pre-Settlement Walkthrough Checklist Form, listing all defects that You and the Builder Representative agree exist with the House. The completed Pre-Settlement Walkthrough Checklist Form shall be provided at settlement outlining the defects that are to be corrected, if they were corrected prior to settlement or if they are to be completed after settlement. ***It is imperative that You understand that any items concerning the fit and finish of the House not listed in the Pre-Settlement Walkthrough Checklist Form may (at the sole discretion of the builder) not be addressed by the Builder after Settlement.*** In addition to the Pre-Settlement Walkthrough Checklist Form, You will sign off on the satisfactory condition of the appliances and the tubs and showers. Any defects at the time of the Pre-Settlement Walkthrough will be addressed.

### 2.2 Warranty Claims After Settlement

After Settlement, Panhandle Homes agrees to address upon written request "Non-Emergency Claims" specific to the House no later than one month prior to the one year anniversary of your closing date. "Non-Emergency Claims" include any conditions that do not place a person or property in immediate harm of damage or that do not expose a

person or property to additional harm or damage. Conversely, "Emergency Claims" are defined as those conditions that do place a person or property in immediate harm or damage or that do expose a person or property to additional harm or damage. By way of example but without limitation, an outage of an HVAC system or a water leak would be considered "Emergency Claims", whereas a malfunctioning interior door handle or a door that is sticking would be considered "Non-Emergency Claims."

## 1. NON-EMERGENCY CLAIMS REVIEW PROCESS

### 1. One Year Review

In order to serve you better, Panhandle Homes has provided you with a Limited One Year Builders Warranty. The Warranty Program begins on date of closing and ends on your One Year Anniversary. Any sub-contractor that performed work and/or supplied materials used in your new House will warranty their labor and/or materials for one year. Therefore, we have implemented a Warranty Administration Program that was designed to ensure that any needed work will be scheduled before the expiration of your One Year Anniversary. No later than one month prior to the one year anniversary of your settlement, You are to complete the 11 Month Punch List Document needed for the One Year Review. You must set forth each Non-Emergency Claim with a clear, specific, and detailed description of the claim. You are **required** to use the 11 Month Punch List Document. You may download a fillable version from our website at [www.panhandlehomeswv.com/contact/warranty-department](http://www.panhandlehomeswv.com/contact/warranty-department) or fill out the hard copy provided at closing.

### 2. How To Submit Your Claim

You may access our warranty submission page on our website at [www.panhandlehomeswv.com/contact/warranty-department/](http://www.panhandlehomeswv.com/contact/warranty-department/). Here you may upload your 11 Month Punch List Document for the One Year Review and also upload photos. You may also email [warranty@panhandlebuilders.com](mailto:warranty@panhandlebuilders.com) or mail to 222 Langston Blvd. Martinsburg, WV 25404

### 3. Responsibility to Schedule One Year Review

As the end of your first year draws near, you will receive a letter from Panhandle Homes reminding you to submit your 11 Month Punch List Document for the One Year Review. However, it is your sole responsibility to initiate the One Year Review. The 11 Month Punch List Document must be received no later than one month prior to the one year anniversary of your settlement.

## 2. EMERGENCY CLAIMS REVIEW PROCESS

### i. Emergency Claims for Plumbing, HVAC, and Electrical

In the event that an emergency claim occurs regarding **Plumbing, HVAC, or Electrical** you must refer to the Emergency Contact Sheet that is provided at walkthrough and in the orientation packet and contact the corresponding company. In addition You must also contact the Warranty Department for Panhandle Homes at [warranty@panhandlebuilders.com](mailto:warranty@panhandlebuilders.com) or on our website at [www.panhandlehomeswv.com/contact/warranty-department/](http://www.panhandlehomeswv.com/contact/warranty-department/) or call at **(304) 274-1920**. In the event that You fail to contact Panhandle Homes within 24 hours of the commencement of an "Emergency Claim" which results in the additional loss in part or full to the house shall relieve Panhandle Homes from any liability for such additional loss to the House or property.

### ii. All Other Emergency Claims

For any other "Emergency Claims" claims contact the Warranty Department for Panhandle Homes at [warranty@panhandlebuilders.com](mailto:warranty@panhandlebuilders.com) or on our website at [www.panhandlehomeswv.com/contact/warranty-department/](http://www.panhandlehomeswv.com/contact/warranty-department/) or call at **(304) 274-1920**. In the event that You fail to contact Panhandle Homes within 24 hours of the commencement of an "Emergency Claim" which results in the additional loss in part or full to the House shall relieve Panhandle Homes from any liability for such additional loss to the House or property. Furthermore, in addition to the contacting Panhandle Homes within 24 hours of the commencement of the "Emergency Claim", You must provide a clear, specific, and detailed description of the "Emergency Claim".

## SECTION 3: REVIEW AND REMEDY FOR WARRANTY CLAIMS

### 3.1 Remedy for Covered Non-Emergency Claims

#### a. REPAIR OR REPLACEMENT OF COVERED ITEMS

In the event that Panhandle Homes detennines that one, many, or all properly submitted Non-Emergency Claims are covered under this Limited Warranty, Paajjandle Homes will repair or replace the defective item with an item of similar nature and type, detennined by Panhandle Homes' sole discretion, and at Panhandle Homes' expense at the One Year Review. Panhandle Homes shall only be responsible for returning the House to the condition it was on the date of settlement. Panhandle Homes shall not be responsible for repairing or replacing any improvement made after settlement to the House, including but not limited to, ensuring that paint added to the House after settlement is matched in any disturbed area.

b. SERVICE APPOINTMENT

All remedial work for covered Non-Emergency Claims will be conducted at a mutually-agreed upon time established by You and Panhandle Homes and memorialized in writing to be known as the Service Appointment. The Service Appointment shall only be set during regular business hours (defined as 7:00 a.m. until 3:00 p.m., Monday through Friday). No Service Appointment shall be set on weekends or holidays unless agreed to in writing in advance by Panhandle Homes. At the commencement of the Service Appointment, You must provide access to the House to conduct all remedial work on Covered Non-Emergency Claims. Furthermore, Panhandle Homes is not required to address any conditions at the Service Appointment that are not *submitted in writing* as a part of the Non-Emergency Claim (or 11 Month Punch List Document) submitted to the Warranty Department. Any work performed by Panhandle Homes under a Non-Emergency Claim shall not extend the Term of this Limited Warranty.

3.2 Remedy for Covered Emergency Claims

In the event Panhandle Homes determines that a properly submitted Emergency Claim is covered under this Limited Warranty, they will repair or replace the defective item with an item of similar nature and type determined by Panhandle Homes at their sole discretion and expense. Any work performed by Panhandle Homes under an Emergency Claim shall not extend the Term of this Limited Warranty.

## SECTION 4: COVERED ITEMS AND EXCLUSIONS

4.1 Covered Items

Except as otherwise excluded herein, Panhandle Homes warrants the House against defects in the materials and workmanship that directly result in any component or components of the House not functioning in the manner as designed.

A. SUBCONTRACTOR WARRANTIES

1. Items provided or installed by an approved Panhandle Homes Subcontractor prior to the settlement date are subject to a One Year Warranty provided by that particular subcontractor. Panhandle Homes can and will direct written warranty requests for these particular warranty items to the correct Subcontractor prior to the One Year review, as long as the item in question has not been damaged or made worse by negligence, improper maintenance, or improper operation by anyone other than Panhandle Homes.

## B. MANUFACTURER WARRANTIES

1. Panhandle Homes *highly recommends* You complete any and all warranty forms and applications provided by any manufacturers immediately following the settlement date and returning it to the correct parties. If You do not fill out these forms, it is not the responsibility of Panhandle Homes to ensure that the manufacturer honor Your warranty past the one year anniversary of Your settlement.
2. When filling out the date of install, You should use Your settlement date.

### 4.2 Exclusions

This Limited Warranty shall not extend to, include, or be applicable to the following:

- a. Damages or losses resulting from accidents, Acts of God or Nature (including but not limited to, damages caused by wind, wind driven water, floods, insects, animals, hail, ice, snow, lightning, fallen trees, earthquakes, fire or changes to the underground water table after settlement.
- b. Appliances and items of equipment, including but not limited to, stoves, ranges, ovens, dishwashers, furnaces, heat pumps, and other similar items, that are installed properly and covered under a manufacturer's warranty of a term that is equal to or greater than the Builder's Warranty term.
- c. Any imperfection in the painting of the House not listed on the Pre-Settlement Walkthrough.
- d. Any broken glass or mirrors not listed on the Pre-Settlement Walkthrough.
- e. Any imperfection or damage in any wood component of the House (including but not limited to all trim and cabinets) not listed on the Pre-Settlement Walkthrough form.
- f. Grading and or slope of soil or any soil erosion, sedimentation, or stonn water control management systems, when such grading or soil erosion, sedimentation, or storm water control management systems are designed and installed not contrary to any applicable governing law.
- g. The existence of rocks, debris or any other imperfections located on the grounds of the House, not otherwise noted on the Pre-Settlement Walk:through.
- h. Any change in the drainage pattern at the House altered or affected by the installation of ayatio, sidewall<, pool, landscaping, fencing or other improvements installed after settlement.
- i. Shrinking, cracking, flaking, scaling, spalling, pitting, discoloration, expansion, settling, or movement of any concrete component of the House, including but not limited to, the foundation, basement walls, basement slab, exterior slabs, or garage floors, that ***do not affect the structnral integrity of the House***. See the additional 10 Year Strnctural Warranty for more infonnation.



- j. Discoloration or fading of any exterior surface, including but not limited to, siding, masonry stone, mortar, or stucco.
- k. Mold, mildew or fungus formations that develop after settlement. Mold, mildew and fungus are conditions that cannot be controlled by Panhandle Homes and are considered a maintenance item that is not covered by this Limited Warranty.
- l. Clogs or leaks in the plumbing system not caused by any act or omission of Panhandle Homes.
- m. Damage caused to exterior hose-bibs caused by freezing, including but not limited to those located within the garage space. •
- n. Damage caused to either the heating or air conditioning system due to failure to provide proper maintenance after Settlement.
- o. Slow growth or failure to germinate on the lawn after seeding.
- p. Failure or defect of any item that You directly purchase and install after settlement.
- q. Damage to pipes caused by exposure to natural elements caused by leaving any door or window fully or partially open.
- r. Any damage to the extent it is caused or made worse by negligence, improper maintenance, or improper operation by anyone other than Panhandle Homes.
- s. Any loss or damage that arises while the House is not being used as a primary residence.
- t. Damage caused by clogged drains and clogged gutters for reasons not caused by Panhandle Homes.

## SECTION 5: COMPLETE AGREEMENT

### 5.1 Complete Agreement

This Limited Warranty constitutes a single, written contract expressing the entire understanding and agreement between the parties. There is no other agreement written or oral, expressed or implied between the parties with respect to the subject matter of this Limited Warranty. This does not affect or include any other manufacturer warranties or third-party structural warranties as they are separate from the One Year Limited Builder Warranty.



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