

WARRANTY EXHIBIT A

Seller/Builder hereby guarantees and warrants to the Buyer for a period of one year from the certificate of occupancy that the entire property and premises located at 3061 North Pollard St. Arlington, VA 22207, will be free of any defect by reason of workmanship, or material of any kind or nature used in the construction. The new home warranty will be provided by Seller/Builder in the form for implied warranties on new homes set forth in the Code of Virginia Section 55.1-357, A-G below. Furthermore, the Seller/Builder does hereby guarantee and warrant for a period of one year from the certificate of occupancy the plumbing, electrical and HVAC units and for a period of five years from the certificate of occupancy the foundation and structural integrity of the new dwelling within the property and premises; and shall upon notice in writing by the purchasers to the undersigned of the existence of any defect with respect to the structure, foundation, the plumbing, electrical, or HVAC systems, immediately take whatever steps that are necessary to rectify, repair any problem connected with poor workmanship, and/or replace any defective material. In addition to the foregoing, the undersigned shall provide the Buyers with any and all such warranties and guarantees that are attributable to the appliances & certain equipment installed in the property and premises, and/or any other warranty or guarantee supplied to the Seller in connection with the construction of the property and premises as of the date hereof.

§ 55.1-357. Implied warranties on new homes

A. As used in this section:

"New dwelling" means a dwelling or house that has not previously been occupied for a period of more than 60 days by anyone other than the vendor or the vendee or that has not been occupied by the original vendor or subsequent vendor for a cumulative period of more than 12 months, excluding dwellings constructed solely for lease. "New dwelling" does not include a condominium or condominium units created pursuant to the Virginia Condominium Act (§ 55.1-1900 et seq.).

"Structural defects" means a defect or defects that reduce the stability or safety of the structure below accepted standards or that restrict the normal use of the structure.

B. In every contract for the sale of a new dwelling, the vendor shall be held to warrant to the vendee that, at the time of the transfer of record title or the vendee's taking possession, whichever occurs first, the dwelling with all of its fixtures is, to the best of the actual knowledge of the vendor or his agents, sufficiently (i) free from structural defects, so as to pass without objection in the trade, and (ii) constructed in a workmanlike manner, so as to pass without objection in the trade.

C. In addition, in every contract for the sale of a new dwelling, the vendor, if he is in the business of building or selling such dwellings, shall be held to warrant to the vendee that, at the time of transfer of record title or the vendee's taking possession, whichever occurs first, the dwelling together with all of its fixtures is sufficiently (i) free from structural defects, so as to pass without objection in the trade; (ii) constructed in a workmanlike manner, so as to pass without objection in the trade; and (iii) fit for habitation.

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D. The warranties described in subsections B and C implied in the contract for sale shall be held to survive the transfer of title. Such warranties are in addition to, and not in lieu of, any other express or implied warranties pertaining to the dwelling or its materials or fixtures. A contract for sale may waive, modify, or exclude any or all express and implied warranties and sell a new home "as is" only if the words used to waive, modify, or exclude such warranties are conspicuous, as defined by subdivision (b)(10) of § 8.1A-201, set forth on the face of such contract in capital letters that are at least two points larger than the other type in the contract and only if the words used to waive, modify, or exclude the warranties state with specificity the warranty or warranties that are being waived, modified, or excluded. If all warranties are waived or excluded, a contract shall specifically set forth in capital letters that are at least two points larger than the other type in the contract that the dwelling is being sold "as is."

E. If there is a breach of warranty under this section, the vendee, or his heirs or personal representatives in case of his death, shall have a cause of action against his vendor for damages, provided, however, for any defect discovered after July 1, 2002, such vendee shall first provide the vendor, by certified mail at his last known address, or by commercial overnight delivery service or the United States Postal Service, and a receipt obtained, a written notice stating the nature of the warranty claim. Such notice also may be hand delivered to the vendor with the vendee retaining a receipt of such hand-delivered notice to the vendor or its authorized agent. After such notice, the vendor shall have a reasonable period of time, not to exceed six months, to cure the defect that is the subject of the warranty claim.

F. The warranty shall extend for a period of one year from the date of transfer of record title or the vendee's taking possession, whichever occurs first, except that the warranty pursuant to clause (i) of subsection C for the foundation of new dwellings shall extend for a period of five years from the date of transfer of record title or the vendee's taking possession, whichever occurs first. Any action for its breach shall be brought within two years after the breach thereof. For all warranty claims arising on or after January 1, 2009, sending the notice required by subsection E shall toll the limitations period for six months.

G. In the case of new dwellings where fire-retardant treated plywood sheathing or other roof sheathing materials are used in lieu of fire-retardant treated plywood, the vendor shall be deemed to have assigned the manufacturer's warranty, at settlement, to the vendee. The vendee shall have a direct cause of action against the manufacturer of such roof sheathing for any breach of such warranty. To the extent any such manufacturer's warranty purports to limit the right of third parties or prohibit assignment, such provision shall be unenforceable and of no effect.

1979, c. 282, § 55-70.1; 1988, c. 394; 1992, c. 431; 1994, cc. 483, 766; 2002, c. 795; 2003, c. 353; 2008, c. 392; 2011, c. 803; 2019, c. 712.

The chapters of the acts of assembly referenced in the historical citation at the end of this section(s) may not constitute a comprehensive list of such chapters and may exclude chapters whose provisions have expired or do not apply..