

RISBARA CLEARVIEW CONDOMINIUM  
RESIDENTIAL LIMITED WARRANTY CERTIFICATE

RISBARA CLEARVIEW DEVELOPMENT LLC ("Seller") has sold you a condominium unit in Risbara Clearview Condominium, Scarborough, Maine. As in any building, certain items may require adjustment. This Limited Warranty Certificate describes nature of Seller's obligations to make these adjustments.

I. COVERAGE AND DURATION:

A. Limited Warranty for Building Materials and Components in Units and Common Elements:

1. Limited Warranty. Seller expressly warrants to you that at the time of closing of the sale any improvements to the Unit and Common Elements made or contracted for by the Seller or made by any person before the creation of the condominium are:

- a) Free from defective materials;
- b) Constructed in accordance with applicable law, according to sound engineering and structural standards and in a workmanlike manner. (Construction complying with the National Building Code and Code Administrators (BOCA), Basic Building Code or equivalent applicable local building code, in effect at the time of construction, if any, shall be deemed to satisfy such sound engineering or construction standards);
- c) Suitable for the ordinary residential uses of real estate of its type; and
- d) In at least as good condition as when you signed a purchase and sale contract, reasonable wear and tear excepted.

2. Time Limits for Notice to Seller. This warranty is limited to defects brought to Seller's attention in writing within TWO (2) YEARS from the date of the closing and the delivery of the deed to the Unit to you. If you do not notify Seller of the defect within two (2) years of closing, your problem will no longer be covered by these warranties.

3. Time for Suit on Any Warranty. A judicial proceeding for breach of any express or implied warranty or for any other claim relating to the physical condition of your Unit and common elements must also be brought within TWO (2) YEARS of your purchase.

B. Limited Warranty for Consumer Products:

1. Seller hereby provides a LIMITED WARRANTY of repair or replacement of kitchen appliances, equipment and consumer products found to be defective and brought to Seller's attention in writing within 90 DAYS from the closing of the sale of the Unit. If you do not notify Seller of the defect within ninety (90) DAYS of closing, your problem will no longer be covered by this limited warranty. Seller makes no other warranty on appliances or other equipment sold with your Unit except as may be required by the statutory express limited warranty.

2. Seller's sole obligation with respect to items not warranted by Seller shall be to deliver to the Unit Owner at the time of Closing any remaining manufacturers' warranties covering such kitchen appliances, equipment and consumer products unless

forming a part of the Unit or Common Elements. Seller is not responsible in any way for performance of the manufacturers' warranties for consumer products.

C. Examples:

1. The following are examples of building materials and components: roofing, siding, flooring, carpeting, wiring, windows, doors, wiring, toilet, bathtub, lavatory, etc.
2. The following appliances and other equipment which may be sold with the Unit are examples of consumer products: kitchen appliances, garbage disposal, refrigerator/freezer, stove/oven, dishwasher, and trash compactor.

II. CLAIMS: If you make a claim under this limited warranty or under any warranty required by law, at its option the Seller may repair or replace the affected item or component at no cost to you or Seller may pay you a sum of money equal to the estimated cost of repair or replacement. Replacement items or components will be comparable but not necessarily identical to the items replaced. Seller will correct the defect in such manner as to reasonably restore the item to the condition which would have existed had the defect not been present or forward payment for such costs.

III. GENERAL EXCLUSIONS:

A. This warranty does not cover cracks, popping nails or other effects of normal settlement, fading or expansion, contraction, shrinkage or warping of materials that may occur in walls, floors, ceilings, doors, concrete, or any of the other components of the building or paved areas, or drainage, seepage or other water problems, as long as such defect will not prevent the normal residential use of the Unit.

B. The Seller's warranties do not include cosmetic defects, scratches, stains, or smudges in painted surfaces, chipping and/or cracking of granite, marble, laminate, fiberglass or tiles, defective or broken glass or similar defects readily visible to the human eye which are not noted for correction at the time of inspection by the initial purchaser before closing of the sale.

C. The Seller's warranties do not cover normal maintenance, or conditions resulting from accidents, wear and tear, misuse or negligence. The Seller's warranties do not apply where use or maintenance was contrary to the Condominium Declaration, Bylaws or Rules and Regulations of the Condominium or where any defect results from damage caused by the unit owner or third parties, or by negligence or unreasonable use (including failure to provide reasonable and necessary maintenance).

D. SELLER SPECIFICALLY DISCLAIMS ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL (SECONDARY) DAMAGE TO ANY PERSON, THE BUILDING, OTHER COMPONENTS OR ANY OTHER REAL PROPERTY RESULTING FROM A DEFECT. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR CONSUMER PRODUCTS, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. [*See note below - this language is required by federal law.*]

IV. TIME LIMITS:

FOR ANY CONSUMER PRODUCTS FINALLY DETERMINED BY A COURT TO BE WITHIN THE STATUTORY WARRANTY DESCRIBED ABOVE, ALL IMPLIED WARRANTIES ARE LIMITED IN DURATION TWO (2) YEARS FROM THE DATE OF

CLOSING OF THE SALE OF THE UNIT, WHICH IS THE PERIOD OF THIS WRITTEN WARRANTY. [See note below - this language is required by federal law.] This includes, without limitation, the implied warranties of quality and suitability for building components created by the Maine Condominium Act. SOME STATES DO NOT ALLOW THE LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. [See note below - this language is required by federal law.]

A judicial proceeding for breach of the Limited Warranty for Building Components or breach of any other duty of care with regard to the Building Components must be commenced no later than 2 years from the date of the delivery of the deed.

V. ASSIGNMENT: This Limited Warranty Certificate may be assigned by the Buyer to a subsequent owner of the Unit effective on the date that the subsequent owner notifies Seller in writing of such assignment. Such assignment does not extend the 2 year limitation period.

VI. INTERPRETATION: Nothing contained herein shall limit the implied warranty required by Section 1604-113(b) of the Maine Condominium Act as of this date provided that that the statute of limitations is reduced to two (2) years as permitted by the statute. No action taken to correct defects shall extend this warranty. This warranty gives you specific legal rights, and you may also have other legal rights which vary from state to state. This Limited Warranty Certificate shall be governed by Maine law.

Dated \_\_\_\_\_, 2006

Unit # \_\_\_\_\_

**RISBARA CLEARVIEW  
DEVELOPMENT, LLC**

By: \_\_\_\_\_  
Its Manager

\_\_\_\_\_  
\_\_\_\_\_, Buyer

\_\_\_\_\_  
, Buyer

note: This Limited Warranty Certificate has been prepared to comply with the requirements of the federal Magnuson-Mass Warranty-Federal Trade Commission Improvement Act enacted in 1975 (15 U.S.C. Section 2301); certain language is required by regulations promulgated by the Federal Trade Commission (16 C.F.R. Section 701.3). The Maine Uniform Commercial Code at Title 11 M.R.S.A. Section 2-316(5) does not allow limitations on implied warranties or merchantability or fitness for a particular purpose or limitation on remedies for breach with respect to consumer goods and services.