

EXHIBIT D

**The North Carolina Warranty –
Six Year Warranty for New Homes
by
Residential Warranty Company, LLC**

I. Description of Warranty:

This North Carolina Warranty – Six Year Warranty for New Homes by Residential Warranty Company, LLC (the “Limited Warranty”) is the sole warranty offered by **Wardson Construction, Inc.** for your new Home at the address in Section 1 of the Offer to Purchase and Contract of which this Exhibit D is a part. The Limited Warranty does not cover consequential or incidental damages. Seller’s total aggregate liability of this Limited Warranty is limited to the Contract Price.

SELLER MAKES NO WARRANTY OF HABITABILITY OR WORKMANSHIP, NOR ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED (INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF HABITABILITY AND FITNESS FOR A PARTICULAR PURPOSE), IN CONNECTION WITH THE ATTACHED CONTRACT FOR THE WARRANTED HOME, AND ALL SUCH WARRANTIES ARE EXCLUDED, EXCEPT AS EXPRESSLY PROVIDED IN THE LIMITED WARRANTY. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE OF THE LIMITED WARRANTY, AND BUYER AGREES THAT BUYER WAIVES THE RIGHT TO ASSERT ANY IMPLIED WARRANTY IN EXCHANGE FOR THE EXPRESSED WARRANTY.

What the Limited Warranty covers, Buyer's responsibilities, limitations and conditions, as well as warranty standards and what the Limited Warranty does not cover, are described in the North Carolina Warranty – Six Year Warranty for New Homes by Residential Warranty Company, LLC, which will be provided to Buyer at Closing.

As further described in the North Carolina Warranty – Six Year Warranty for New Homes by Residential Warranty Company, LLC, **Wardson Construction, Inc.** warrants that for a period of one (1) year after the Closing Date (the “Effective Date of Warranty”), warranted items (as described in the Limited Warranty) will function and operate as presented in Limited Warranty. Additional coverage of certain items specified in the Limited Warranty in *Section II: Warranty Standards: B: Six Year DSE Coverage Only* is supplied by a Third Party company as-defined in the Limited Warranty.

II. Procedures:

Prior to Closing, Buyer and Seller will perform a detailed inspection of the Home (the “Seller Walk-Through”) and create a “Punch List” of any items requiring correction or not in compliance with the Contract. Upon written request to Seller by Buyer no later than three (3) days prior to the Seller Walk-Through, Buyer, at Buyer’s sole expense, may have the Home inspected by a home inspector and items that are reported by the home inspector that require correction or that are not in compliance with the

Contract shall be included on the Punch List. Immediately prior to Closing, Buyer and Seller will perform a final verification of completion of the Punch List. All equipment manufacturers' operating manuals and warranties will be left in the home or delivered to Buyer and final explanation of the Home's system operations will be made. Prior to Closing, Buyer will sign off on acceptance of all items except those specifically documented. Buyer will be given a copy of these documents for their records and they will constitute full performance of the Contract by Seller and, except for those items that specifically survive Closing, acceptance by Buyer of Seller's performance. After Closing, all cosmetic items shall be homeowner's maintenance responsibility. In the event of a warranty claim, the decision of whether to repair or replace a defective item or pay reasonable cost of repair or replacement is solely the decision of the Seller. Actions taken to cure defects will not extend the warranty period as further described in the Limited Warranty.

III. Requesting Warranty Service:

Contact information for after-hour services or emergency warranty items will be provided to Buyer at Closing. All non-emergency warranty items (as defined in the Limited Warranty) occurring during the first eleven (11) months after Closing should be accumulated and submitted in writing to Seller at the end of eleven (11) months. Buyer's request for warranty items should clearly describe the defect(s) in reasonable detail and include Buyer's name, address and contact phone numbers. This notification should be emailed to service@wardson.com or mailed to Seller at the address shown below. It is Buyer's responsibility to request warranty service at the designated time. Seller will send a representative to Buyer's Home to inspect the listed defect(s) and determine if correction is needed. The timing for correction of the defect will be agreed to at this time. At completion of corrective action Buyer will be given a completed work order for Buyer's records.

Any request for warranty items after the first year after Closing, shall be made as described in the Limited Warranty.

All notices required under this Limited Warranty during the first year must be in writing and mailed to the following address:

Wardson Construction, Inc.
1000 Darrington Drive, Suite 105
Cary, NC 27513

Buyers hereby accept the Limited Warranty and have read and understand the provisions of same.

Buyer: _____

Date: _____

Buyer: _____

Date: _____