

## CERTIFICATE OF ACCEPTANCE

### EXHIBIT "D"

The Owner(s) certifies that all of the terms and conditions of the Contract entered into by the Owner(s) and the Contractor for the construction of a Home at \_\_\_\_\_ (address) have been met, and the Owner(s) and the Contractor further acknowledge and agree as follows:

1. The Home has generally been constructed according to basic plans and specifications contained in the Contract documents. The Owner(s) understands and acknowledges that each house is unique, and the Home may not exactly correspond in some respects with the plans and specifications because of changes that may have been made before or during construction. The Home may differ in some respects from the models, drawings, maps, pictures, or other depictions of a house that you may have been shown. Minor variations may exist in the outside and inside dimensions, configurations, colors, location, general appearance, and other characteristics. These changes may be attributed to a variety of events, including changes in topography, construction techniques, building codes, the availability of material, or other events.

The Owner(s) understands that the Contractor is not obligated to furnish any additional as-built plans, specifications, or drawings of the Home beyond those previously furnished.

2. The Owner(s) has inspected the Home and the Premises on which it is located. The Owner(s) has also delivered to the Contractor a written list (punchlist) identifying any workmanship or materials not conforming to the Contract plans and specifications, and/or any claimed deficiencies in workmanship or building materials, to be addressed in accordance with paragraph 13 of the Contract. Except as noted on the punchlist, the Owner(s) has no objections relating to color, appearance, type or brand of equipment, dimension or size, location, breakage or cracks, or any other conditions that reasonably could have been discovered or observed by the Owner(s) during the inspection. The Owner(s) accepts the Home and Premises as presented, and acknowledges that from now on the Owner(s) will have no future claim against the Contractor for any discoverable or observable unlisted item.

3. The Owner(s) understands that the only warranty being made by the Contractor is a warranty for latent defects as stated in the written Express Limited Warranty Agreement provided by the Contractor as part of the Contract documents (EXHIBIT E). All statements, representations, promises, and warranties made by the Contractor or any agent of the Contractor are superseded by the Express Limited Warranty Agreement, and the Owner(s) is not relying on any other representations, or promises. The Owner(s) understands that the Express Limited Warranty Agreement is the sole and exclusive remedy for latent defects, and that all implied warranties, including (but not limited to) the implied warranties of habitability and workmanlike construction, have been waived and disclaimed.

4. The Owner(s) understands that in exchange for rights provided in the Express Limited Warranty Agreement, the Owner(s) will have no right to recover, or to request compensation from the Contractor for any of the following damages:

- (a) Incidental, consequential, secondary, or punitive damages; or
- (b) Damages for aggravation, mental anguish, emotional distress, or pain and suffering; or
- (c) Attorneys' fees or costs

5. The Owner(s) and the Contractor agree that the procedures described in the Express Limited Warranty Agreement shall apply to all warranty claims. For any unresolved matters relating to the construction of the Home, or performance under the contract or warranty, the mediation and binding arbitration provisions described in the Contract shall apply, and shall be the sole available remedy for any unresolved dispute or claims.

6. Each provision of this certificate is separate and severable from every other provision. If any single provision is declared invalid or unenforceable, the Owner(s) and the Contractor understand that all the other provisions will still be valid and enforceable.

SEEN and AGREED:

\_\_\_\_\_  
Owner Date

\_\_\_\_\_  
Contractor Date

\_\_\_\_\_  
Owner Date

By \_\_\_\_\_  
Signature Title