

This Agreement Concerning Statute of Limitations for Warranties is a draft document only and is subject to revision in Declarant's sole discretion prior to the Declaration being recorded in the Town of Shelburne Land Records

AGREEMENT CONCERNING STATUTE OF LIMITATIONS FOR WARRANTIES
UNIT # BAY RIDGE CONDOMINIUM

NOW COMES **Champlain Housing Trust, Inc.**, a Vermont nonprofit corporation with its principal place of business in Burlington, in the County of Chittenden and State of Vermont ("CHT") and _____ (the "Purchaser") (collectively the "Parties").

WHEREAS, CHT is the record owner of Bay Ridge Homeownership Condominium Unit # _____, said property being known and designated as ___ Margaret's Way, Shelburne, Vermont 05482;

WHEREAS, CHT and the Purchaser are parties to a Purchase and Sale Agreement, dated _____, 2025 (the "Purchase and Sale Agreement"), in which the Purchaser, subject to certain contingencies, has agreed to buy ___ Margaret's Way, and its undivided interest in the Common Elements (the "Unit") from CHT, and CHT, subject to certain contingencies, has agreed to sell the Unit to the Purchaser.

WHEREAS, the Common Interest Ownership Act, codified at 27A V.S.A. § 1-103 *et seq* (hereafter the "Act") provides that, unless a period of limitation is tolled under § 3-111 or affected by § 4-116(d), a judicial proceeding for breach of any obligation arising under § 4-113 or § 4-114 shall be commenced within six years after the cause of action accrues;

WHEREAS, the Act also provides that the Parties may agree to reduce the above described six-year period of limitation to not less than two years;

WHEREAS, the Parties agree to reduce said period of limitation to two years.

WHEREAS, the parties wish to further describe the Warranties provided to the Purchaser and the limitations on those Warranties.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. CHT's Warranty. Subject to the limitations on time and extent of any warranty contained in this Agreement, CHT's Warranty shall be identical to the warranty provided for in §4-114 (a)-(c) of the Act and to any express warranties made by or on behalf of CHT, in the manner described in §4-113 of the Act. There are no other express or implied warranties.

2. Time Limitation for Implied and Express Warranties arising under § 4-113 or § 4-114 of the Act. Unless a period of limitation is tolled under § 3-111 or affected by § 4-116(d) of the

Act, a judicial proceeding for breach of any obligation arising under § 4-113 or § 4-114 of the Act must be commenced by the Purchaser within two years after the cause of action accrues, within the meaning of § 4-116 of the Act (the "Two Year Warranty Period").

3. Limitations on Nature of Implied and Express Warranties arising under § 4-113 or § 4-114 of the Act. The following items are excluded from any Warranty provided in this Agreement or under § 4-113 or § 4-114 of the Act:

- a) all mechanical systems in or relating to the Unit, including, without limitation, heating, cooling, plumbing, electrical, and ventilation;
- b) all roads, walkways and landscaping (including trees and shrubbery);
- c) all wiring, lighting and fixtures;
- d) all interior and exterior walls, and roofs and all structural elements relating to each of the aforesaid;
- e) all floors, ceilings, windows, doors, moldings and all structural elements relating to each of the aforesaid.

4. Remedy. If a Defect occurs in an item which is covered by this Warranty, CHT will repair, replace or pay Purchaser the reasonable cost of repairing or replacing the defective item. CHT's total liability under this Warranty is limited to _____ (\$ _____), the purchase price of the Unit. The choice among repair, replacement or payment is CHT's. Steps taken to correct Defects shall not act to extend the time of this Warranty.

5. Other Insurance or Warranties. In the event CHT repairs or replaces, or pays the cost of repairing or replacing, any Defect covered by this Warranty for which the Purchaser is covered by other insurance or warranties, the Purchaser shall, upon request by CHT, assign the proceeds of such insurance or warranties to CHT, to the extent of the cost to CHT of such repair, replacement or payment.

6. Other Rights. This Agreement and the warranty described in this Agreement do not affect any rights of the Purchaser or CHT under any other express or implied warranty. This Agreement is solely for the benefit of CHT and the Purchaser and does not give rise to any rights to any third party beneficiary, including without limitation, the Bay Ridge Condominium Association.

7. Additional Exclusions from Warranties. The following are not covered by this Warranty:

- (a) Defects in off-site improvements not a part of the Unit itself;

- (b) Damage to real property which is not a part of the Unit covered by this Warranty;
- (c) Any damage to the extent it is caused or made worse by:
 - Negligence, improper maintenance or improper operation by anyone other than CHT or its employees, agents, subcontractors; or
 - Changes of the grading of the ground by anyone other than CHT or its employees, agents or subcontractors; or
 - Changes, alterations or additions made to the Unit by anyone after the Purchaser's initial occupancy, except those performed by CHT under its obligations under this Warranty; or
 - Dampness or condensation due to the failure of the Purchaser to maintain adequate ventilation;
- (d) Any loss or damage which the Purchaser has not taken timely action to minimize;
- (e) Any defect in, or caused by, materials or work supplied by anyone other than CHT, its employees, agents or subcontractors;
- (f) Normal wear and tear or normal deterioration;
- (g) Any damage caused by soil movement;
- (h) Insect damage;
- (i) Any condition which does not result in actual physical damage to the Unit;
- (j) Bodily injury or damage to personal property; and
- (k) Any appliance, including but not limited to hot water heaters and kitchen equipment.

Nothing in this Section 7 shall be deemed or otherwise interpreted to expand the warranties provided by CHT beyond the warranty set forth in Section 1 of this Agreement and the limitations on that warranty otherwise provided in this Agreement.

8. How to Make a Claim.

IN THE PRESENCE OF:

Champlain Housing Trust, Inc.

By: _____
Its Duly Authorized Agent
Purchaser
