



**THE SHERWIN-WILLIAMS COMPANY  
FIVE (5) YEAR LIMITED WARRANTY  
MATERIALS AND LABOR**

This Limited Warranty is issued by The Sherwin-Williams Company ("SW") to KINGS RIDGE / LANCASTER HOMEOWNERS ASSOCIATION("Owner") for the Coating System applied by Owner's painting contractor to a Suitable Substrate at the Project.

1. **LIMITED WARRANTY.** In the event that a Covered Warranty Claim occurs during the Warranty Period, SW shall supply replacement coatings necessary to repair such Covered Warranty Claim and shall reimburse Owner for a portion of the reasonable labor costs necessary to repair such Covered Warranty Claim. The amount of the replacement coatings to be provided by SW and the amount of the reimbursement for reasonable labor costs shall depend on when the Covered Warranty Claim occurs and shall be determined as follows.

If Covered Warranty Claim Occurs During:	Materials	Labor
1 <sup>st</sup> year after Purchase Date	100%	100%
2 <sup>nd</sup> year after Purchase Date	100%	80%
3 <sup>rd</sup> year after Purchase Date	100%	60%
4 <sup>th</sup> year after Purchase Date	100%	40%
5 <sup>th</sup> year after Purchase Date	100%	20%

The amount of the reimbursement for reasonable labor costs shall not exceed the prevailing market rate in effect at the time of the required repairs as determined by SW.

2. **SCOPE OF WARRANTY.** This Limited Warranty is issued by SW to Owner for the Coating System purchased by Owner from SW and applied to a Suitable Substrate at the Project; provided, however, in the event that the Coating System used on the Project is purchased from SW by Owner's painting contractor rather than by Owner directly, SW and Owner acknowledge and agree that this Limited Warranty shall be for the benefit of Owner.

3. **CONDITIONS OF WARRANTY.** SW's obligation to supply replacement coatings and to reimburse Owner for reasonable labor costs pursuant to this Limited Warranty is contingent upon the following conditions being satisfied. The failure of Owner and/or Owner's painting contractor to comply with any of the conditions specified in this Paragraph 3 shall relieve SW of any liability under this Limited Warranty.

(a) Owner and/or Owner's painting contractor shall obtain written specifications and instructions from SW prior to the application of the Coating System and the Owner's painting contractor shall apply the Coating System in strict accordance with such specifications and instructions.

(b) The specifications and instructions shall be followed in all respects with regard to storage, product handling, surface preparation, application and other requirements.

(c) Owner has complete responsibility for ensuring that the Owner's painting contractor complies fully with such specifications and instructions, notwithstanding periodic visits to the Project by any representative of SW and notwithstanding any representations made by any representative of SW to the contrary.

(d) Owner and Owner's painting contractor shall maintain application records to assist SW in evaluating the validity of any claim made by Owner under this Limited Warranty.

(e) It shall be the responsibility of Owner and/or Owner's painting contractor to perform repairs on the Coating System at the

Project if a defect is discovered which is not the responsibility of SW pursuant to this Limited Warranty. Such repairs shall be made by Owner, at the expense of Owner and/or Owner's painting contractor. All repairs shall be made by using only those products satisfactory to SW and in accordance with repair specifications supplied by SW.

(f) Owner shall submit all claims pursuant to this Limited Warranty in accordance with Paragraph 4 of this Limited Warranty.

(g) Owner shall have made full payment to SW for the Coating System under this Limited Warranty.

4. **CLAIMS.** To assert any claim under this Limited Warranty, Owner shall notify SW in writing within thirty (30) days after Owner has actual or constructive notice of an alleged Covered Warranty Claim. Such claim shall be sent to: The Sherwin-Williams Company, 2800 Century Parkway – Suite 1000, Atlanta, GA 30345, ATTENTION: Vice President of Sales. All claims shall include proof of purchase and shall provide details explaining the nature of the claim and the date of detection. Owner waives any claims not made in this manner during the Warranty Period. SW shall have a full and complete opportunity to inspect any alleged Covered Warranty Claim and review any records concerning the alleged Covered Warranty Claim.

5. **WARRANTY PERIOD APPLICABLE TO A REPAIR.** The Warranty Period shall not be extended by the repair of any Covered Warranty Claim pursuant to this Limited Warranty. Any replacement coatings furnished by SW pursuant to this Limited Warranty shall be covered by the terms of this Limited Warranty for the remaining term of the original Warranty Period provided that such replacement coatings are applied in accordance with SW's specifications and instructions.

6. **EXCLUSIVE REMEDY.**

(a) **THE LIMITED WARRANTY PROVIDED HEREIN IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE QUALITY AND/OR THE PERFORMANCE OF THE COATING SYSTEM. EXCEPT AS EXPRESSLY PROVIDED IN THIS LIMITED WARRANTY, SW MAKES NO WARRANTIES OF ANY KIND RELATING TO THE COATING SYSTEM AND/OR THE PERFORMANCE THEREOF AND SW DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY CONTAINED ON THE PAINT CONTAINER LABEL AND/OR OTHER LITERATURE OF SW. THIS LIMITED WARRANTY IS NOT A WARRANTY BY SW TO OWNER CONCERNING THE APPLICATION OF THE COATING SYSTEM AND OWNER ACKNOWLEDGES AND AGREES THAT IF OWNER HAS ANY CLAIM FOR IMPROPER APPLICATION OF THE COATING SYSTEM OWNER**

SHALL RESOLVE SUCH CLAIM DIRECTLY WITH THE PARTY WHO APPLIED THE COATING SYSTEM.

(b) SW'S ENTIRE LIABILITY RELATING IN ANY MANNER TO THIS LIMITED WARRANTY SHALL BE LIMITED EXCLUSIVELY TO PROVIDING REPLACEMENT COATINGS AND THE REIMBURSEMENT OF REASONABLE LABOR COSTS TO REPAIR THE COVERED WARRANTY CLAIM TO THE EXTENT PROVIDED IN THIS LIMITED WARRANTY. SW SHALL IN NO EVENT BE LIABLE TO OWNER OR OWNER'S PAINTING CONTRACTOR, OR TO ANY PERSON CLAIMING THROUGH OWNER OR OWNER'S PAINTING CONTRACTOR, WHETHER IN CONTRACT, TORT, OR STRICT PRODUCT LIABILITY, FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS, LOSS OF USE, DEMURRAGE, OR PENALTIES, ARISING FROM ANY CAUSE WHATSOEVER.

7. ASSIGNMENT. This Limited Warranty may not be transferred or assigned by Owner.

8. DEFINITIONS. The following terms when used in this Limited Warranty shall have the meanings set forth below.

(a) "Coating System" shall mean the paint system consisting of LOXON CONDITIONER, SUPERPAINT EXTERIOR SATIN.

(b) "Covered Warranty Claim" shall mean a contiguous area of five percent (5%) or more, per year, on a cumulative basis, of the Coating System applied to a Suitable Substrate at the Project that is:

- i. peeling; and/or
- ii. blistering

but does not include any other defect or damage including, but not limited to, any defect or damage resulting from:

- (1) the failure of Owner and/or Owner's painting contractor to follow and adhere to all of the specifications and instructions provided by SW;
- (2) improper surface preparation;
- (3) improper application of the Coating System;
- (4) improper film thickness of the Coating System;
- (5) ordinary wear and tear, abnormal usage or misuse;
- (6) failure to properly maintain the coated Suitable Substrate in accordance with reasonable and customary maintenance procedures;
- (7) standing water or pooling water;
- (8) design, construction or structural defects in any Suitable Substrate and/or structural settling or movement;
- (9) the use or application of any patches, fillers, undercoats or topcoats not recommended and supplied by SW, whether applied prior to, concurrently with or after the application of the Coating System;
- (10) improper repair;

THE SHERWIN-WILLIAMS COMPANY

By: Brian Johnson

Title: Market Segmentation Manager

Date: \_\_\_\_\_

- (11) causes unrelated to the performance of the Coating System under normal operating conditions;
- (12) abrasion, mechanical damage, abrasive cleaning, abuse, or damage resulting from use of chemicals or cleaning agents;
- (13) exposure to harmful solids, liquids or gases;
- (14) exposure to abnormal conditions including, without limitation, corrosive or aggressive atmospheres such as those contaminated with chemical fumes;
- (15) improper substrate installation;
- (16) damage caused by any person or entity other than SW;
- (17) staining, rust staining, or bleeding resulting from rusting of ungalvanized bolts;
- (18) any defect occurring on hidden surfaces or at connections which cannot feasibly be painted;
- (19) any defect in coating materials, including thinners, not manufactured by SW; and
- (20) causes beyond the reasonable control of SW including, but not limited to, damage or defects caused in whole or in part by reason of fire, explosion, flood, war, riots, civil commotion, radiation, acts of God, unusual weather conditions (including but not limited to, hurricane, tornado and/or earthquake), falling objects, external forces, matters normally covered by force majeure, misuse, alteration, abuse, vandalism, negligence, or any other similar or dissimilar circumstance or event beyond the reasonable control of SW.

(c) "Project" shall mean LANCASTER HOMES / KINGS RIDGE HOA, (MULTIPLE ADDRESSES, PLEASE SEE ADDENDUM), CLERMONT, FL 34711.

(d) "Purchase Date" shall mean the date that Owner and/or Owner's painting contractor purchased the Coating System for the Project from SW. June 1, 2016

(e) "Suitable Substrate(s)" shall mean STUCCO located at the Project.

(f) "Warranty Period" shall mean the five (5) year period commencing on the Purchase Date.

9. APPLICABLE LAW. This Limited Warranty shall be governed by and construed in accordance with the internal laws of the State of Ohio without regard to the principles of conflicts of laws.

10. ENTIRE AGREEMENT. This Limited Warranty constitutes the entire agreement between SW and Owner concerning the subject matter hereof and supersedes all prior or contemporaneous agreements or warranties between the parties concerning the subject matter hereof. This Limited Warranty shall not be binding upon SW unless it is signed by Owner and an SW Vice President of Sales or Marketing.

OWNER:

Note: Warranty starts June 1, 2016

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## ADDENDUM I

### ADDRESSES FOR 5 YEAR LABOR AND MATERIAL WARRANTY LANCASTER HOMES / KINGS RIDGE HOMEOWNERS ASSOCIATION

2049 Dobson street, Clermont, FL 34711	2075 Grafton Ave, Clermont, FL 34711
2050 Dobson street, Clermont, FL 34711	2079 Grafton Ave, Clermont, FL 34711
2054 Dobson street, Clermont, FL 34711	2082 Grafton Ave, Clermont, FL 34711
2055 Dobson street, Clermont, FL 34711	2083 Grafton Ave, Clermont, FL 34711
2058 Dobson street, Clermont, FL 34711	2084 Grafton Ave, Clermont, FL 34711
2059 Dobson street, Clermont, FL 34711	2087 Grafton Ave, Clermont, FL 34711
2062 Dobson street, Clermont, FL 34711	2088 Grafton Ave, Clermont, FL 34711
2062 Dobson street, Clermont, FL 34711	2091 Grafton Ave, Clermont, FL 34711
2063 Dobson street, Clermont, FL 34711	2092 Grafton Ave, Clermont, FL 34711
2066 Dobson street, Clermont, FL 34711	2095 Grafton Ave, Clermont, FL 34711
2067 Dobson street, Clermont, FL 34711	2100 Grafton Ave, Clermont, FL 34711
2069 Dobson street, Clermont, FL 34711	2101 Grafton Ave, Clermont, FL 34711
2070 Dobson street, Clermont, FL 34711	2104 Grafton Ave, Clermont, FL 34711
2072 Dobson street, Clermont, FL 34711	2105 Grafton Ave, Clermont, FL 34711
2074 Dobson street, Clermont, FL 34711	2108 Grafton Ave, Clermont, FL 34711
2077 Dobson street, Clermont, FL 34711	2109 Grafton Ave, Clermont, FL 34711
2078 Dobson street, Clermont, FL 34711	2112 Grafton Ave, Clermont, FL 34711
2081 Dobson street, Clermont, FL 34711	2113 Grafton Ave, Clermont, FL 34711
2082 Dobson street, Clermont, FL 34711	2116 Grafton Ave, Clermont, FL 34711
2085 Dobson street, Clermont, FL 34711	2117 Grafton Ave, Clermont, FL 34711
2086 Dobson street, Clermont, FL 34711	2120 Grafton Ave, Clermont, FL 34711
2089 Dobson street, Clermont, FL 34711	2121 Grafton Ave, Clermont, FL 34711
2090 Dobson street, Clermont, FL 34711	2124 Grafton Ave, Clermont, FL 34711
	2125 Grafton Ave, Clermont, FL 34711
	2128 Grafton Ave, Clermont, FL 34711
	2129 Grafton Ave, Clermont, FL 34711
	2132 Grafton Ave, Clermont, FL 34711
	2133 Grafton Ave, Clermont, FL 34711
	2136 Grafton Ave, Clermont, FL 34711
	2137 Grafton Ave, Clermont, FL 34711
	2140 Grafton Ave, Clermont, FL 34711
	2141 Grafton Ave, Clermont, FL 34711

Start #	House #	Grafton Avenue	Dobson Street	House Plan	Color Scheme	Body Color	Trim Color	2017 - New Color Scheme Replacement			
								Number	Body Color - Number	Trim Color - Number	Garage Color - Number
1	2140	X		St. Clair	KR-3A	Snowstorm	Pullman Gray	KR-3A	Natural Tan - SW7567	Tony Taupe - SW7038	Natural Tan - SW7567
2	2136	X		St. Regis	KR-25B	Minimal Gray	Lennar White	KR-25A	Hinting Blue - SW6519	Ice Cube - SW6252	Hinting Blue - SW6519
3	2132	X		St. Clair	KR-3A	Snowstorm	Pullman Gray	KR-3A	Natural Tan - SW7567	Tony Taupe - SW7038	Natural Tan - SW7567
4	2128	X		St. Regis	KR-25A	Minimal Gray	Summer Fog	KR-25A	Hinting Blue - SW6519	Network Gray - SW7073	Hinting Blue - SW6519
5	2124	X		St. Clair	KR-17A	Rococo Beige	Gray Swamp	KR-17A	Malted Milk - SW6057	Chelsea Mauve - SW0002	Malted Milk - SW6057
6	2120	X		St. Martin	KR-3A	Snowstorm	Pullman Gray	KR-3A	Natural Tan - SW7567	Tony Taupe - SW7038	Natural Tan - SW7567
7	2116	X		St. James	KR-7A	Orange Foam	Crete	KR-7A	Reliable White - SW6091	Unfussy Beige - SW6043	Reliable White - SW6091
8	2112	X		St. Laurent	VL-1A	Light Honey	Lennar White	KR-27	Decor White - SW7559	Ice Cube - SW6252	Ice Cube - SW6252
9	2108	X		St. Regis	KR-12A	Natural	Mountain Road	KR-12A	Naturel - SW7542	Link Gray - SW6200	Naturel - SW7542
10	2104	X		St. Regis	CL-8	8754D	Colonial White	KR-34	Chocolate Powder - SW9082	Ice Cube - SW6252	Chocolate Powder - SW9082
11	2100	X		St. James	CL-4	8762W	Colonial White	KR-30	Alpaca - SW7022	Ice Cube - SW6252	Alpaca - SW7022
12	2092	X		St. Regis	KR-3A	Snowstorm	Pullman Gray	KR-3A	Natural Tan - SW7567	Tony Taupe - SW7038	Natural Tan - SW7567
13	2088	X		St. Regis	KR-18B	Gray Ashlar	Lennar White	KR-18A	Utterly Beige - SW6080	Ice Cube - SW6252	Utterly Beige - SW6080
14	2084	X		St. Clair	CL-6	8733M	Colonial White	KR-32	Sands Of Time - SW6101	Ice Cube - SW6252	Sands Of Time - SW6101
15	2082	X		St. Martin	KR-20A	Halo	Lennar White	KR-20A	Creme - SW7556	Ice Cube - SW6252	Creme - SW7556
16	2077		X	St. Laurent	KR-18A	Gray Ashlar	Egret White	KR-18A	Utterly Beige - SW6080	Egret White - SW7570	Utterly Beige - SW6080
17	2081		X	St. James	KR-24B	Rainforest Dew	Lennar White	KR-24A	Opaline - SW6129	Ice Cube - SW6252	Opaline - SW6129
18	2085		X	St. Laurent	KR-18A	Gray Ashlar	Egret White	KR-18A	Utterly Beige - SW6080	Egret White - SW7570	Utterly Beige - SW6080
19	2089		X	St. Clair	KR-12A	Natural	Mountain Road	KR-12A	Naturel - SW7542	Link Gray - SW6200	Naturel - SW7542
20	2090		X	St. Clair	KR-20A	Halo	Lennar White	KR-20A	Creme - SW7556	Ice Cube - SW6252	Creme - SW7556
21	2086		X	St. Laurent	KR-3A	Snowstorm	Pullman Gray	KR-3A	Natural Tan - SW7567	Tony Taupe - SW7038	Natural Tan - SW7567
22	2082		X	St. James	KR-7A	Orange Foam	Crete	KR-7A	Reliable White - SW6091	Unfussy Beige - SW6043	Reliable White - SW6091
23	2078		X	St. Regis	KR-24B	Rainforest Dew	Lennar White	KR-24A	Opaline - SW6129	Ice Cube - SW6252	Opaline - SW6129
24	2074		X	St. James	KR-7A	Orange Foam	Crete	KR-7A	Reliable White - SW6091	Unfussy Beige - SW6043	Reliable White - SW6091
25	2070		X	St. Regis	KR-18B	Gray Ashlar	Lennar White	KR-18A	Utterly Beige - SW6080	Egret White - SW7570	Utterly Beige - SW6080
26	2066		X	St. Laurent	KR-7A	Orange Foam	Crete	KR-7A	Reliable White - SW6091	Unfussy Beige - SW6043	Reliable White - SW6091
27	2062		X	St. Clair	KR-3A	Snowstorm	Pullman Gray	KR-3A	Natural Tan - SW7567	Tony Taupe - SW7038	Natural Tan - SW7567

Start #	House #	Grafton Avenue	Dobson Street	House Plan	Color Scheme	Body Color	Trim Color	2017 - New Color Scheme Replacement			
								Number	Body Color - Number	Trim Color - Number	Garage Color - Number
28	2058		X	St. Clair	KR-20A	Halo	Lennar White	KR-20A	Creme - SW7556	Ice Cube - SW6252	Creme - SW7556
29	2054		X	St. Regis	KR-22A	Wispering Birch	Plantation Beige	KR-22A	Greek Villa - SW7551	Tumblin' Tumbleweed - SW9120	Greek Villa - SW7551
30	2050		X	St. Clair	KR-17A	*Rococo Beige	Gray Swamp	KR-17A	Malted Milk - SW6057	Chelsea Mauve - SW0002	Malted Milk - SW6057
31	2049		X	St. Martin	KR-17B	*Rococo Beige	Lennar White	KR-17A	Malted Milk - SW6057	Ice Cube - SW6252	Malted Milk - SW6057
32	2055		X	St. Laurent	KR-18A	Gray Ashlar	Egret White	KR-18A	Utterly Beige - SW6080	Egret White - SW7570	Utterly Beige - SW6080
33	2059		X	St. Ives	KR-5A	Crushed Ice	Snug Harbor	KR-5A	Crushed Ice - SW7647	Halcyon Green - SW6213	Crushed Ice - SW7647
34	2063		X	St. Laurent	CL-5	8782W	Colonial White	KR-31	Passive - SW7064	Ice Cube - SW6252	Passive - SW7064
35	2067		X	St. Andrew	KR-23A	Sombrero	Medic Ivory	KR-23A	Sensational Sand - SW6094	Panda White - SW6147	Sensational Sand - SW6094
36	2069		X	St. Martin	KR-3B	Snowstorm	Lennar White	KR-3A	Natural Tan - SW7567	Ice Cube - SW6252	Natural Tan - SW7567
37	2073		X	St. Ives	KR-10A	Wispy White	Suede Beige	KR-10A	Townhouse Tan - SW7712	Tawny Tan - SW7713	Townhouse Tan - SW7712
38	2075	X		St. Clair	KR-25A	Minimal Gray	Summer Fog	KR-25A	Hinting Blue - SW6519	Network Gray - SW7073	Hinting Blue - SW6519
39	2079	X		St. Laurent	KR-3A	Snowstorm	Pullman Gray	KR-3A	Natural Tan - SW7567	Tony Taupe - SW7038	Natural Tan - SW7567
40	2083	X		St. Clair	CL-4	8762W	Colonial White	KR-30	Alpaca - SW7022	Ice Cube - SW6252	Alpaca - SW7022
41	2087	X		St. Laurent	CL-8	8754D	Colonial White	KR-34	Chocolate Powder - SW9082	Ice Cube - SW6252	Chocolate Powder - SW9082
42	2091	X		St. Andrew	KR-25A	Minimal Gray	Summer Fog	KR-25A	Hinting Blue - SW6519	Network Gray - SW7073	Hinting Blue - SW6519
43	2095	X		St. Martin	KR-18A	Gray Ashlar	Egret White	KR-18A	Utterly Beige - SW6080	Egret White - SW7570	Utterly Beige - SW6080
44	2101	X		St. Laurent	KR-12A	Natural	Mountain Road	KR-12A	Naturel - SW7542	Link Gray - SW6200	Naturel - SW7542
45	2105	X		St. Clair	CL-12	8223M	Colonial White	KR-38	Row House Tan - SW7689	Ice Cube - SW6252	Row House Tan - SW7689
46	2109	X		St. James	KR-3A	Snowstorm	Pullman Gray	KR-3A	Natural Tan - SW7567	Tony Taupe - SW7038	Natural Tan - SW7567
47	2113	X		St. Clair	KR-15B	March Wind	Lennar White	KR-15A	Argos - SW7065	Cadet - SW9143	Argos - SW7065
48	2117	X		St. Regis	KR-5A	Crushed Ice	Snug Harbor	KR-5A	Crushed Ice - SW7647	Halcyon Green - SW6213	Crushed Ice - SW7647
49	2121	X		St. Ives	KR-12A	Natural	Mountain Road	KR-12A	Naturel - SW7542	Link Gray - SW6200	Naturel - SW7542
50	2125	X		St. Regis	KR-3A	Snowstorm	Pullman Gray	KR-3A	Natural Tan - SW7567	Tony Taupe - SW7038	Natural Tan - SW7567
51	2129	X		St. Regis	KR-10A	Wispy White	Suede Beige	KR-10A	Townhouse Tan - SW7712	Tawny Tan - SW7713	Townhouse Tan - SW7712
52	2133	X		St. Laurent	KR-7A	Orange Foam	Crete	KR-7A	Reliable White - SW6091	Unfussy Beige - SW6043	Reliable White - SW6091
53	2137	X		St. Martin	KR-4A	Moon River	Band Box	KR-4A	Olympus White - SW6253	Morning Fog - SW6255	Olympus White - SW6253
54	2141	X		St. Laurent	KR-12A	Natural	Mountain Road	KR-12A	Naturel - SW7542	Link Gray - SW6200	Naturel - SW7542

**\*Note: 1 of the 2 house's body paint color must be changed in next painting cycle.**

Ref: KR Guideline 2.9, Changing Color of Home 2. " The new color scheme selected may not be the same as the houses on either side of the house."