



# **Warranty Policies and Procedures**

## **I. 1-YEAR COVERAGE:**

Your builder warrants the material and workmanship of your new home within the performance standards defined in these “Warranty Service Policies”. “Cosmetic items” will not be corrected after settlement unless noted on the “Home Buyer’s Pre-Settlement Presentation” form. “Cosmetic items” include any nicks, scratches, scuffs, scrapes, gouges, dents, stains, etc., in:

Kitchen sink	Door surfaces	Light fixtures	Mirrors
Appliance surfaces	Vinyl surfaces	Windows	Painted surfaces
Kitchen countertops	Carpeting	Screens	Concrete
Cabinet surfaces	Fireplace surround	Vanity surfaces	
Tub/shower surfaces			

**Note:** Caulking of countertops, vanity tops, tubs, showers, stair parts, exterior trim, etc. will not be done after closing since it is considered homeowner’s maintenance.

## **II. SERVICE GUIDELINES**

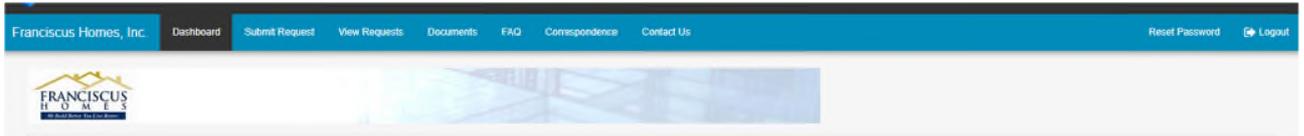
Providing warranty service for a new home is more complicated than for other products. When you purchased your home, you actually purchased hundreds of items and the work of 35 to 50 independent trade contractors. With so many details and people involved, a planned system is essential. Our system includes numerous types of service.

In an effort to avoid the problems often associated with servicing warranty requests, we have established the following procedures. Please keep this Warranty Service Manual as part of your permanent records; it will help us to serve you more promptly and satisfactorily by defining the responsibilities of the Builder and those of the homeowner.

In our continued effort to improve the quality and communication in our Customer Service and Warranty Department, we have added a ‘Home Portal’ that will allow you to submit and view your 30-day and 11-month service requests online.

After you close, you will receive an email with a website address and a Username and Password. This is to log onto the ‘Home Portal’. In the ‘Home Portal’, you will be able to submit service requests, view and print service requests, keep a running list of items (for your 30-day or 11-month list), view the Warranty Service Manual and associated documents and contact Customer Service. (Supported browsers are: Google Chrome, Firefox or Microsoft Edge. Internet Explorer is NOT a supported browser.)

When you sign in, the Menu should display across the top of the screen like this:



On your Dashboard, you will see your property and contact information on the right along with how many lists you have open (a list being a 30-day list, or phone call, or 11-month list) and how many service requests (work orders) are in each list. You will also see how many are scheduled, unscheduled, or closed.

### Dashboard

 **Requests**

	Lists	WOs
Submitted	0	0
Open	0	0
Scheduled		0
UnScheduled		0
Closed	5	13

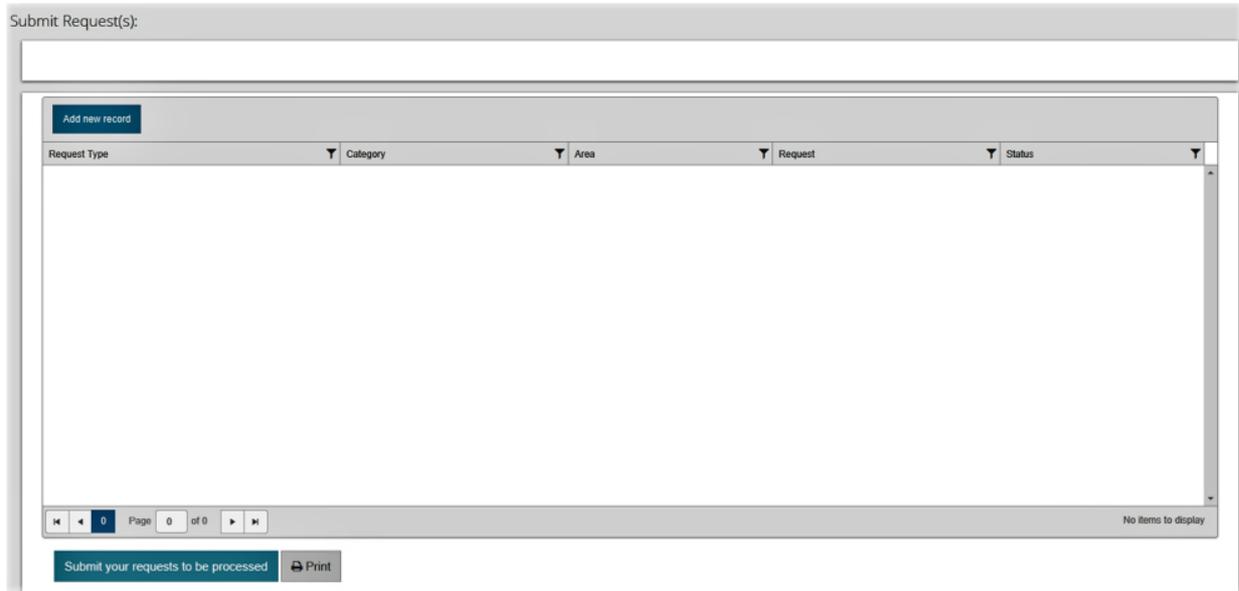
[Add New Request](#)

[Print Closed Requests](#)

[Print Open Requests](#)

[Print All Requests](#)

You can hit 'Add New Request' to submit items to our Warranty Department and you will get the following screen:



Submit Request(s):

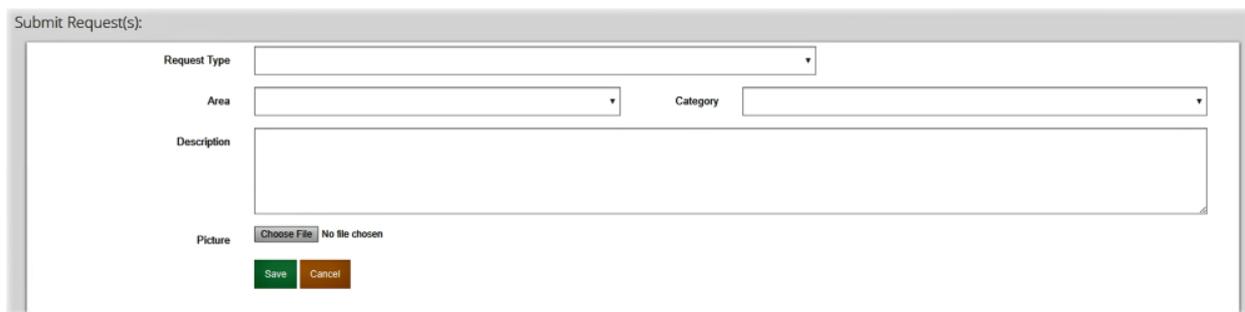
Add new record

Request Type	Category	Area	Request	Status
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Submit your requests to be processed Print

Click on 'Add new record' and this pops up:



Submit Request(s):

Request Type

Area  Category

Description

Picture  No file chosen

You need to hit the dropdown menu under Request type and choose 'Customer Online Request' (the only option).

Then hit the dropdown menu under 'Area' and pick the location. (Master Bedroom, Living Room, etc.)

Then hit the dropdown menu under Category and choose. (floor, drywall, interior doors, etc.)

Then under 'Description', type in your warranty request. (describe your concern in your words)

You can click on the 'Choose File' button and add a picture if you like.

When done, hit the 'Save' button. It will make a list of the items as you enter them below the screen you are working in. When done entering items, hit cancel and that screen will close. You will be left with a list:

Submit Request(s):

Success! Your item has been saved, but not sent for review. You can add additional items at a later date or you can press Submit Requests (below) for these to be sent for Review and processing.

Add new record

Request Type	Category	Area	Request	Status
Customer Online Request	DOORS INTERIOR	BR#1 Master	door will not latch [Ms. Heidi Macemore]	Active

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Submit your requests to be processed Print

You can keep your running list of items here. Once you have completed your list, hit 'Submit your requests to be processed' and they will be submitted to our Warranty Department.

Once we receive your items, our Customer Service Department will contact you to schedule an appointment to visit your home and review the items on your list. Only those items on your list will be inspected.

Following your appointment, we will identify those items which are warranty and the work will be assigned to the appropriate subcontractors. We will contact you within two weeks to schedule an appointment for completion of the required work. Work is scheduled two weeks in advance for weekdays only for either morning or afternoon appointments. You will receive confirmation via email of the scheduled appointment and you will be able to view the actual Service Requests (work orders) in your 'Home Portal'.

## Reporting Periods

Our experience indicates that the majority of warranty requests should occur primarily during the three periods listed below. These are the most significant reporting periods as far as notification to your builder is concerned.

### 1. Pre-Occupancy and Move In

This is the period just prior to occupancy when your builder or his designated representative will accompany you to inspect the home for completion and list the most evident problems. These items will be noted on the "Home Buyer's Pre-Settlement Presentation" form and are generally completed prior to settlement.

The purpose of the Home Buyer's Pre-Settlement Presentation is to fully acquaint you with the care and operation of your new home and to inspect those items that we consider as limited warranty items after you take occupancy. These limited warranty items are mainly items that are cosmetic in nature such as screens, window glass, drywall, countertops, cabinets, sink and bathtub surfaces, and carpet and vinyl flooring. The "Home Buyer's Pre-Settlement Presentation" helps to establish the clear-cut responsibility as to warranty, the quality of materials, and the operation of the systems used in the construction of your new home.

As you walk thru the home we will stop at various points to discuss operation and maintenance matters for various items. We will use a check sheet to ensure that we address each of these items. We will also make a list of any discrepancies that may be encountered during this Presentation. Upon completion of the "Home Buyer's Pre-Settlement Presentation", you will be asked to sign the presentation sheets. The Builder will complete the exceptions noted as soon as possible after the presentation.

### 2. Break-In Period (30 Day Service Request)

This is the second opportunity you will have to report service conditions. Like most major items that you purchase, your new home will need a "Break-In" Period. This is the 30-day period after settlement. This break-in Period gives you a chance to move in, get settled, and evaluate your home under more favorable conditions. As you see items that may need attention, we ask that you accumulate those items on a consolidated list. At the end of the 30-day Break-In Period, please submit your service conditions online via the 'Home Portal' (please see previous 3 pages for directions). However, to be considered for service, the items must be submitted no later than 45 days after settlement. Cosmetic defects other than those noted on the original "Home Buyer's Pre-Settlement Presentation" form will NOT be considered for service.

### **3. Year End (11 Month Service Request)**

Your third opportunity to request service is during your 11<sup>th</sup> month after settlement. During your 11<sup>th</sup> month, please submit your service conditions to our office online via the 'Home Portal'. Please note that, to be considered for service, the items must be submitted prior to the expiration of the one-year warranty on your home.

#### **Balance of the Warranty Period**

This is the period following the 30-Day Service Request until the 11 Month Service Request.

Once work on the 30-Day request is completed, your new home should need a minimal amount of warranty service. During the balance of the warranty period, if you have any emergency or semi-emergencies, or any concerns with the electrical, plumbing, or heating and air conditions systems, please contact our office number during normal business hours.

If you have an emergency after hours (nights, weekends, and holidays), please call the after-hours emergency number on the card which you can find under documents in your 'Home Portal'.

Please do not contact the Sales Manager or the Construction Manager regarding any facet of warranty repair work. Only our Customer Service Department can meet your need for warranty service requests. The Sales Manager and the Construction Manager have been instructed to direct your inquiries to the Customer Service Department.

## **INSPECTION AND REPAIR HOURS**

Many homeowners ask whether evening and weekend appointment times are available. We understand the desire for appointments outside normal business hours. In investigating how such appointments could be arranged, we discovered many factors that make extended service hours impractical.

- A significant portion of repairs require daylight for proper execution. This applies to drywall, paint, and exterior work of almost any type.
- We also found that most of the 35 to 50 independent trade contractors who helped us build your home—many of whom operate as small companies—were unable to work all week and also be available for extended hours. Therefore, the few repairs that could be performed in off-hours failed to eliminate the need for repair appointments during normal hours.
- Administrative staff and supervisors would need to be available to answer questions. Having some personnel work extended hours meant being short staffed during normal business hours.

Until we discover satisfactory solutions to these challenges, we appreciate your understanding and cooperation with appointments being scheduled during normal business hours, Monday through Friday between 8:00 am and 5:00 pm.

## **ACCESS TO YOUR HOME**

Whether for inspection or repair appointments, we refrain from accepting keys and entering your home in your absence—as do our trade contractors. While we recognize that this means that resolving warranty items may take longer, we believe your peace of mind and security should be our first concern.

We conduct warranty visits when an adult is available to accompany our representative and point out the items you have listed. Our in-house service technicians and those of our trades personnel or suppliers will perform repairs only when an adult is available to admit them to your home. An adult is a person 18 or older who has your written authorization to admit service personnel and sign completed work orders.

## **HOW LONG SHOULD IT TAKE BEFORE SERVICE IS COMPLETED?**

After a request has been submitted to the 'Home Portal', our Customer Service Department will contact you to schedule an appointment to review the items. Following the inspection appointment, the work will be assigned to the appropriate subcontractors and we will contact you within two weeks to schedule an appointment. The work will be scheduled two weeks in advance. So, from the time we review the items in your home, the work should be completed within 30 days.

## **IF YOU ARE NOT GETTING THE SERVICE WE HAVE PROMISED, Be Sure You're Doing the Following:**

1. Please read this Warranty Service Manual carefully and be sure you are familiar with its content.
2. Be sure all requested items for service are properly submitted to the 'Home Portal'.
3. *ALWAYS* sign a service request presented for signature. Do not refuse to sign. If something is unsatisfactory or incomplete, note it on the service request, and/or notify our Customer Service Department most promptly.
4. Be sure that the "Break-In Period" of 30 Days has lapsed.
5. Always inquire promptly if service is in any way different from what we have promised.
6. Accumulate and send your items for service to us at the time periods suggested (30 days and 11 months)
7. Please do not ask a repairman to perform work that is not on his repair ticket.
8. Always send your warranty requests directly to our Customer Service and Warranty Department. *NEVER* relay a request through our Site Agent, Construction Manager, or Subcontractor. We cannot assume responsibility for requests made to anyone other than the Customer Service and Warranty Department.

### **III. EMERGENCY SERVICE PROCEDURES**

#### **WHAT IS AN EMERGENCY?**

In many cases such as fire, theft, or the like, it's easy to recognize an emergency. For our purposes, we define an emergency as an unexpected and quickly developing, continuing condition that if not immediately repaired will promptly cause further and continuing damage to the home.

#### **THE 3 KEY RULES FOR THE FASTEST POSSIBLE EMERGENCY SERVICE**

1. First, read or be familiar with all the information on the proper Emergency Service page. Be sure you try to get relief by checking the suggested items *BEFORE* calling.
2. Please do not call your Sales Manager. They are not equipped to handle your emergency. They do not have the emergency service telephone numbers and are unfamiliar with the people whose help you need. They will simply direct you to the procedures outlined in this booklet. Such calls will waste valuable time.
3. If you see a suspicious or puzzling condition, report it immediately during normal business hours. Don't wait until later and then decide to call. The people you need to get help are always harder to locate after normal business hours.

#### **REPORTING AN EMERGENCY**

If you should have an emergency during normal business hours, please contact our office number directly. However, we understand that not all situations requiring immediate attention happen during normal business hours. For your peace of mind, we have supplied you with a card which contains an after-hours telephone number on it for emergencies that may occur on nights, weekends, or holidays. This card is located under documents in the 'Home Portal'.

### Electrical Outage or Sparks (when not isolated by a circuit breaker)

Before you call the after-hours emergency number, check the following:

1. Check the main electric panel to be sure that the circuit breakers in question are in the "ON" position.
2. Be sure that the cause of difficulty is not a defective appliance or other plugged in equipment.
3. Be sure that the cause of difficulty is not a loss of power throughout the general neighborhood.

The Following Is An Electrical Emergency:

1. Loss of power resulting in loss of heat.
2. Sparking or arcing at an installed device that cannot be isolated and turned "OFF" at an individual breaker (in this event, turn "OFF" main breaker at electric panel *IMMEDIATELY*).

The Following Is *NOT* An Electrical Emergency:

1. Individual sockets or outlets in separate rooms - no electricity.
2. No electricity to an installed appliance.
3. No hot water.
4. One inoperative electrical circuit causing one or more switches or outlets in one room or in parts of several rooms to be inoperative.
5. Arcing observed when wall switch or appliance (especially garbage disposal) is turned on. (Throw breakers off, switch back on, one by one, until item in question is located. Report the next working day).

### Heat Pump or Furnace Outage (during heating season)

Before you call the after-hours emergency number, check the following:

1. Check the main electric panel in the utility area to be sure all circuit breakers are in the "ON" position.
2. Check the thermostat to be sure the "HEAT" mode has been selected.
3. Check the thermostat to make sure the "AUTO" mode has been selected.
4. Check the thermostat to be sure that the temperature called for is higher than room temperature.

The Following Is Not A Heat Emergency:

1. No heat in any one room (check supply registers are "OPEN").
2. Heat is on and apparently working but temperature is inadequate or uncomfortable.
3. Interruption to the electrical service in the general neighborhood.

## Water Leak from Any Source (when not isolated by a shut-off)

### Plumbing Leak

Before you call the after-hours emergency number, check the following:

Cut off the water supply at the valve controls to the fixture in question. If the leak is in the wall, cut off the supply at the main cut-off (generally located above the washing machine).

The Following Is A Plumbing Emergency:

1. Sewer blockage affecting all drain lines.
2. Water leak on supply line (not fixture) not individually controllable (such as in a wall).
3. Clogged main sewer line causing back-up of flow in fixtures.

The Following Is *NOT* Generally A Plumbing Emergency:

1. Clogging or stoppage affecting only a single fixture.
2. Water leakage from a fixture, sink, or water closet where cut-off valves are accessible and could be used to cut off the water flow.
3. Water leakage from a drain line occurring *ONLY* after a fixture, sink, or bathtub is drained or used. (Further leakage could be prevented by non-use of fixture).
4. Hot water supply or temperature is inadequate for requirements.
5. Continuous flow of water through commode tank.
6. Frozen pipes are rarely a problem in Hampton Roads, but occasionally because of variations in the house exposure, wind, and shading, some freezing may occur.

### Roof Leak

Our service brochure has covered in detail the steps to be taken to gain relief from plumbing leaks. Roof leaks differ from plumbing leaks in that repair cannot normally be affected until the rain stops and roofing material is dry. The adhesives and mastics used to seal roofing imperfections or damage will not normally adhere to wet surfaces. Because of this, it is generally impossible to service roofing leaks on an emergency same day basis. We do service such leaks on an accelerated basis, however, and we ask that you notify our Service Department as soon as signs of wetness are observed. Should such a leak occur after hours, call our After-Hours emergency number.

Serious roof leak complaints will be taken by telephone and written follow-up is strongly suggested. Minor roof leaks or evidence of other minor leaks around windows or doors should be reported in writing following established guidelines. It is helpful to mark or identify the area where water is observed, and if possible, to mark the exact source point in the roof or wall, if it is known. This will permit the exact location of the problem to be quickly identified when the repairman visits your home.

**Suggestion:** Always have an extra house key on your key chain or in your car in case the battery fails on the entry keypad.

## IV. SERVICE CONDITIONS

### AIR CONDITIONING

See HVAC for warranty coverage.

Where and when air conditioning is provided, the cooling system is to be capable of maintaining a temperature of 78 degrees Fahrenheit as measured in the center of each room at a height of five feet above the floor, under local outdoor summer design conditions. **NOTE FOR AIR CONDITIONING:** In the case of outside temperatures exceeding 95 degrees Fahrenheit, the system shall keep the inside temperature 15 degrees cooler than the outside temperature. National, state, or local requirements shall supersede this guideline where such requirements have been adopted by the local governing agency. Builder shall correct cooling system as required during the first year of warranty coverage.

Orientation of home and location of room will also provide a temperature differential, especially when the air conditioning system is controlled by a single thermostat for one or more levels. You are responsible for balancing dampers and registers and for making other necessary minor adjustments.

#### *Suggestion:*

Have a trial run early in the spring to test the air conditioning. (The same applies to heating in the fall.) If service is needed, it is much better to discover that before the cooling or heating season is underway and service personnel become extremely busy.

### APPLIANCES

The manufacturers of kitchen appliances have asked to work directly with you if any repairs are needed for their products. They may be able to resolve the issue by talking with you by phone and if they cannot, they prefer to set an appointment directly with you.

Customer service phone numbers are listed in the use and care materials for each appliance. Be prepared to provide the model and serial number of the item and the possession date on your home. A form is included in this guide so you can record these details in one convenient location for future reference.

Appliance warranties are generally for one year. Refer to the literature provided by the manufacturer for complete information.

Your Builder and its subcontractors warrant only the installation of major kitchen equipment. All other equipment warranties are covered by the manufacturer.

**Helpful Hints:** Read the manufacturer's literature prior to using your appliances.

For information regarding your washer and dryer hook-up, check your instruction manual. Standard service for electric dryers is 30 AMP, 220 VOLT. If your laundry area includes vinyl flooring, do not twist or slide any appliances when moving them. Rather, lift the appliance up and set it to its desired location.

**Refrigerator:**

Please take the added precaution and visually inspect the water line to ensure it is properly connected and leak free.

**Washer:**

Please take the added precaution of not leaving your newly installed washing machine unattended during the first few uses. Visually inspect the hot and cold water connections to ensure the discharge hose connections are properly clamped and adequately seated to ensure that they are leak free. The washing machine should be properly leveled and carefully loaded per the manufacturer's instructions to avoid damage to the vinyl floor from the legs.

**Dryer:**

Please take the added precaution to keep your dryer vent clean and free from lint. It is recommended periodically to tilt your dryer forward, disconnect the dryer vent and pull out the lint and clean and vacuum the floor.

**Stainless Steel Appliances**

Stainless steel has some unique cleaning characteristics. It is recommended that you read the manufacturer's instructions. To keep the appliance looking like new, it is recommended to clean it with a cleaner designed for use on stainless steel. These appliances may be cleaned with a clean soft cloth. Do not use appliance wax, polish, bleach or products containing chlorine on stainless steel.

**Note:** Do not use steel wool, abrasives, ammonia, acids or commercial oven cleaners. They may damage the surface.

**Glass Cooktop:**

Please see your owner's manual for instructions on cleaning the glass cooktop of your radiant range.

**ATTIC**

It is very important to note that the trusses installed in your home are not built to withstand the building of an attic room, or even for storage. They are for the sole purpose of supporting the roof and ceiling of your home. Any weight added to the trusses for any reason could result in damage to your home.

## **BATH ACCESSORIES**

### **(Towel Bar, Toilet Paper Holder, Shower Enclosures)**

Your Builder and its subcontractors warrant the bath accessories against defects in materials and workmanship for a period of one (1) year. Any cracks, chips, gouges, burns, or scratches, must be reported on your "Home Buyer's Pre-Settlement Presentation" form prior to closing.

## **BATHTUBS**

See Plumbing for warranty coverage.

It is recommended that you read the manufacturer's instructions. Any mild, NON-abrasive detergent can be used to clean your bathtub. It also helps very much if you wipe your bathtubs after EVERY use. This prevents the build-up of hard to remove soap and scum. NEVER walk in your tub with shoes on; it will scratch the surface. Also, the use of rubber floor mats is not recommended because they cause surface blisters, as well as trap fungus and mold.

## **CABINETS**

Your Builder and its subcontractors warrant the cabinets against improper installation and manufacturer defects for a period of one (1) year. Any cracks, chips, gouges, burns, scratches, loose door or drawer hardware and/or misaligned cabinet doors must be reported on your "Home Buyer's Pre-Settlement Presentation" form prior to closing, otherwise your Builder assumes no responsibility for these items.

Variations in wood grain colors are a natural part of wood products and will not be warrantable.

Cabinet doors and drawers shall open and close with reasonable ease. Builder shall adjust or replace doors and drawers when necessary.

Warpage of kitchen and vanity cabinet doors and drawer fronts that exceeds ¼ inch as measured from the face of the cabinet frame to the furthestmost point of warpage on the drawer or door front in a closed position is a deficiency. Builder shall correct or replace door or drawer front when required.

Countertops, back splashes, base and wall cabinets are to be securely mounted. Gaps in excess of ¼ inch between wall and cabinet surfaces are a deficiency. Builder shall make necessary adjustment of cabinets and countertop or close gap by means of molding

suitable to match the cabinets or countertop finish, or as closely as possible; or other acceptable means.

**Note:** Due to the characteristics of wood, some color variations in your cabinets can be expected. Major color differences will be corrected only if noted on the Home Buyers Pre-Settlement Presentation form.

## CAULKING - EXTERIOR

Exterior caulking is a condominium association's maintenance item and is not covered under warranty. Damage that is the result of improperly maintained caulking is not warranted by your Builder.

**Note:** Mildew or fungus formation is a natural occurrence not covered under warranty. It is the responsibility of the condominium association to maintain all exterior painted surfaces.

**Helpful Hints:** It is recommended that a visual inspection and repair of the exterior caulking be made with every change of season.

## CAULKING - INTERIOR

Interior caulking is a homeowner's maintenance item and is not covered under warranty. Damage that is the result of improperly maintained caulking is not warranted by your Builder.

**Note:** Mildew or fungus formation is a natural occurrence not covered under warranty. It is the responsibility of the homeowner to maintain all painted surfaces.

**Bath Caulking:** If the caulking around your shower or sink appears dried out or cracked, remove the old caulking and replace it. If you do not have a caulking gun, caulking material can be bought in applicator tubes or in disposable caulk guns.

## CERAMIC TILE

Your Builder and its subcontractors warrant the ceramic tile for a period of one (1) year. This warranty includes adhesion and replacement of blocks of tiles that crack due to shrinkage and settlement. Please note that *only the damaged tiles* will be replaced. Color variations may occur.

Cracks in grouting of ceramic tile joints are deficiencies. Builder shall repair grouting as necessary *one time only* within the first year of warranty coverage. After that, re-grouting is a homeowner's maintenance responsibility. It is recommended that you refer to the manufacturer's instructions for the use and care of the ceramic tile.

**Note:** Your Builder cannot be responsible for any damage caused by homeowner negligence.

**Helpful Hints:** You may purchase grout at your local hardware store and by following the manufacturer's installation instructions, make necessary repairs.

## **CIRCUIT BREAKERS**

See Electrical System for warranty coverage.

The electrical wiring and equipment in your home are protected by circuit breakers. They are the safety valves of your home's electrical system. Circuit breakers may be reset by first switching the breaker to FULL OFF and then back to FULL ON.

Fuses and circuit breakers that deactivate under normal usage, when reset or replaced are deficiencies during the first year of warranty coverage. Builder shall check all wiring and replace wiring or breaker if it does not perform adequately or is defective.

**Master Circuit Breakers:** Every home built by your Builder has a master breaker. It is located at the buildings meter base. When this breaker is tripped, all of the house's electricity is cut off.

**Power Failure:** In case of complete power failure, first determine if your neighbors have power. If not, notify your electric company. If the power failure has occurred only in your home, check the master circuit breaker. If one breaker trips continuously, you may be overloading that circuit.

## **CONCRETE**

Exterior concrete is a common element maintained by the Condominium Association.

### ***Heavy Vehicles***

Prohibit commercial or other extremely heavy vehicles such as moving vans and other large delivery trucks from pulling onto your driveway. We design and install concrete drives for conventional residential vehicle use only: family cars, vans, light trucks, bicycles, and so on.

### *Ice, Snow, and Chemicals*

Driving or parking on snow creates ice on the drive which magnifies the effects of snow on the concrete surface. Remove ice and snow from concrete slabs as promptly as possible after snowstorms. Protect concrete from abuse by chemical agents such as pet urine, fertilizers, radiator overflow, repeated hosing, or de-icing agents such as road salt that can drip from vehicles. All of these items can cause spalling (chipping of the surface) of concrete.

**Caution: The use of deicers or salt on your concrete may damage the surface and will void the warranty.**

### *Spalling (Surface Chips)*

Causes of spalling include repeated hosing of concrete for cleaning, animal urine, radiator overflow, fertilizer, un-cleared snow and ice, ice-melting agents, and road salts from vehicles. Spalling is excluded from warranty coverage unless it results from faulty material or workmanship.

It is very important to understand that it is not possible to stop concrete from cracking. For this reason, cracks should be expected and are normal and not covered in this warranty. It is very important that salt contact with the driveway, sidewalk, and patio slab be prevented.

- a). Concrete Slab-On-Grade Floors with Finish Flooring - Cracks that rupture or significantly impair the appearance or performance of the finish flooring material are deficiencies. Builder will repair cracks as required so as not to be apparent when the finish flooring material is in place.
- b). Concrete Attached Garage Floor Slab - No warranty coverage
- c). Concrete Attached Patio & HVAC Slab - No warranty coverage
- d). Concrete Attached Driveway Slab - No warranty coverage
- e). Concrete Attached Sidewalks - No warranty coverage
- f). Uneven concrete floor slabs - concrete floors in rooms finished for habitability by Builder shall not have pits, depressions or areas of unevenness exceeding 3/8 inch in 32 inches. Builder shall repair/replace as necessary; where applicable, surface patching is an accepted method of repair.

It is common for the joint to crack between concrete and masonry due to the dissimilarity of the material. Cracks in excess of 1/4 inch are a deficiency. Crack will be grouted and any loose masonry will be reset where required. Replacement of masonry material, if required, shall match the existing as closely as possible.

Stoops and steps that have settled, heaved, or separated in excess of 1 inch from the home are a deficiency. Builder will take whatever corrective action is necessary.

## **CONDENSATE LINES**

Builder shall provide clean and unobstructed lines on the effective date of warranty. Condensate lines may clog under normal conditions due to algae, insects, mold and mildew, landscaping mulch, etc. The homeowner is responsible for continued operation of drain lines after settlement.

**Note:** If you need professional assistance clearing the condensate line, you may contact the HVAC contractor of your choice; however, you will be responsible for the service charge.

## **CONDENSATION, CONDENSATE DRAIN LINES AND CONDENSATE PUMPS:**

During the cooling season, the air conditioning coils within the air handler produce a considerable volume of condensation. Homes with air handlers located on the second floor, or in the attic, discharge this condensation by a gravity line to an outside wall near the foundation. Homes with air handlers located on the first floor, discharge this condensation by way of a condensate pump located within the mechanical closet. This condensate pump is a self-contained assembly with a reservoir and float valve used to turn the pump off and on as the water level in the reservoir rises and falls. The proper operation of the condensate discharge lines should be tested not less than once per year, during your scheduled HVAC maintenance visits.

## **CONDENSATION, EMERGENCY DRAIN PANS AND AQUA GUARD ALARMS:**

In the event of a mechanical failure or blockage in the condensation discharge line, each air handler is protected by an emergency over-flow pan and an Aqua Guard alarm system. When the Aqua Guard senses water in the drain pan, it turns the air handler off to prevent further discharge, and it emits an audible beeping alarm signal to notify the homeowner. To minimize the chance of resultant water damage, please contact the Customer Service Department at the first sign of a problem. The proper operation of the Aqua Guard alarm system should be tested not less than once per year, during your scheduled HVAC maintenance visits.

## COUNTERTOPS

Your Builder and its subcontractors warrant the countertops against improper installation and manufacturer defects for a period of one (1) year. Any cracks, chips, gouges, burns, or scratches must be reported on your "Home Buyers Pre-Settlement Presentation" form prior to closing, otherwise your Builder assumes no responsibility for these items.

Countertops fabricated with high pressure laminate coverings that delaminate or have surface cracks or joints exceeding 1/16 inch between sheets are considered deficiencies. Builder shall repair or replace laminated surface covering having cracks or joints exceeding the allowable width.

**Note:** Due to the width of laminate sheets, seams in countertops may be necessary.

Your new countertops are tough and durable, but like any material they can be damaged if abused or mistreated. Reviewing the care and cleaning instructions from the manufacturer can assist you in understanding how easy it is to care for your new countertops.

**Maintenance:** At installation, your countertop was attached to your cabinets and the space between the wall and your backsplash was probably caulked. You must replace this caulk periodically due to normal wear, humidity changes, and lumber shrinkage. Caulk is available at your local hardware store in inexpensive and disposable applicator tubes.

Your Builder and its subcontractors are not responsible for damage caused by cleaning with harsh or abrasive products. Cracks, chips, gouges, burns, and scratches not noted during the "Home Buyer's Pre-Settlement Presentation" are not warranted.

## DISPOSAL

See Plumbing for warranty coverage.

For precise directions on the operation of your disposal, consult your instruction booklet. It is very important to run COLD water when using the disposal to cool the high-speed motor. Avoid putting large amounts of fibrous materials (such as cornhusks) down your disposal, and never put anti-clog chemicals down your disposal.

## **DOORBELL**

See Electrical System for warranty coverage.

There is no cover provided for the doorbell transformer in the entry closet. Covering the transformer produces excessive heat and this in turn will cause it to burn out. Please be sure not to store anything directly against the transformer.

## **DOORS - EXTERIOR**

Your Builder warrants all doors against warpage exceeding 1/4" measured diagonally corner to corner. All doors may bind at times. Don't be hasty in adjusting, planning, or cutting your door; it may correct itself. Excessive heat build up may cause warpage.

Outer doors are subject to severe conditions because of the exposure to both internal heat and external elements. A certain amount of expansion can be expected.

## **DOORS - HARDWARE**

Your Builder and its subcontractors warrant the door hardware against improper installation and manufacturer defects for a period of one (1) year. Any cracks, chips, gouges, burns, or scratches must be reported on your "Home Buyers Pre-Settlement Presentation" form prior to closing.

All hardware installed on doors that does not operate properly is a deficiency. Builder shall adjust, repair, or replace hardware as required.

**Locksets:** During construction, your exterior doors were keyed to one main construction key. Your new keys, provided at closing, will convert these same locksets to your own private key as soon as you enter them into the lock. Simply turn the key until a small click is heard. This will ensure that your home is now accessible to you and only you.

## **DOORS - INTERIOR**

Your Builder warrants all doors against warpage exceeding 1/4" measured diagonally corner to corner. All doors may bind at times. Don't be hasty in adjusting, planning, or cutting your door; it may correct itself. Excessive heat build up may cause warpage.

Any door adjustment relative to warping, expanding, etc. will be made by your builder during the first year warranty.

## **DOORS - STORM**

Storm doors are not installed by the Builder and will not be warranted by the Builder. If you live in a condominium, please contact your Property Manager for an "Application for Exterior Alteration" form.

**NOTE:** Any damage caused to the main door fit, form, and finish by a storm door installation is not covered by warranty.

## **DRAINAGE - EXTERIOR**

The necessary grades and swales have been established by your Builder to ensure proper drainage away from the home. Standing or ponding water shall not remain for extended periods in the immediate area of the house after a rain (generally no more than 24 hours), except in swales that drain other areas. In these areas, a longer period can be anticipated (generally no more than 48 hours). The possibility of standing water after an unusually heavy rainfall should be anticipated and is not a deficiency. No grading determination shall be made while frost or snow is on the ground or while the ground is saturated. Your Builder is responsible only for initially establishing the proper grades and swales. The condominium association is responsible for maintaining such grades and swales once they have been properly established by the Builder.

## **DRAINS - PLUMBING**

Each plumbing fixture in your home has a drain trap; a J-shaped piece of pipe designed to provide a water barrier between your home and the danger of sewer gas. The trap holds water, which prevents the air-borne bacteria and odor of the sewer gas from entering the house. If any fixture is used infrequently, it should be turned on at regular intervals to restore the water barrier. Traps, because of their shape, are also the point at which drains are most likely to be clogged. If this happens, it is recommended you contact a licensed plumber.

## **DRYWALL**

The interior walls of your new home are constructed of gypsum wallboard and should last, without undue maintenance, for the life of the building.

Slight cracking, nail pops, or seams may become visible in walls and ceilings. These are caused by the shrinkage of the wood and normal deflection of framing members to which the drywall is attached.

### *Repairs*

With the exception of the one-time repair service that we provide, care of drywall is one of your maintenance responsibilities. Most drywall repairs can be easily made. This work is best done when you redecorate the room. We recommend that you wait through one complete seasonal cycle to do so.

Repair hairline cracks with a coat of paint. You can repair slightly larger cracks with spackle. To correct a nail pop, reset the nail with a hammer and punch. Cover it with spackle, which is available at paint and hardware stores. Apply two or three thin coats. When dry, sand the surface with fine-grain sandpaper, and then paint. You can fill indentations caused by sharp objects in the same manner.

### *Textured Ceilings*

Generally, the care and maintenance of a textured ceiling is minimal. Care should be taken that the ceiling is not scraped or damaged. Periodic dusting will remove dust or cobwebs.

We do not repair drywall flaws that are only visible under particular lighting conditions.

If a drywall repair is needed as a result of poor workmanship (such as blisters in tape) or other warranty-based repair (such as a plumbing leak), we complete the repair by touching up the repaired area with the same paint that was on the surface when the home was delivered.

You are responsible for custom paint colors or wallpaper that has been applied subsequent to closing. The effects of time on paint and wallpaper, as well as possible dye lot variations, mean touch-up can vary from the surrounding area.

**NOTE:** No drywall repairs will be done on walls with wallpaper.

Hairline cracks are not unusual. Cracks in interior gypsum board or other drywall materials exceeding 1/8 inch in width are deficiencies. Builder shall repair cracks that are greater than 1/8 inch in width and touch up paint to match as closely as possible, one time only, during the 11<sup>th</sup> month.

Nail pops and blisters that are readily visible from a distance of 6 feet under normal lighting conditions are deficiencies. Builder will repair such blemishes, and touch up paint to match as closely as possible, one time only, during the 11<sup>th</sup> month.

Cracked or exposed corner bead, trowel marks, excess joint compound, or blisters in drywall tape are deficiencies. Builder will repair and touch up paint to match as closely as possible, one time only, during the 11<sup>th</sup> month.

Your Builder shall correct such defects to acceptable tolerance and repaint areas *One Time Only, during the 11-month Request for Service*, to match as closely as possible. Where excessive repair has been made, the entire area shall be painted. Such conditions should be reported near the end of the first year of warranty coverage to allow for normal settlement of your home.

## **DUCTWORK**

See HVAC for warranty coverage.

Ductwork that is run in un-insulated crawl spaces, garages, or attics is to be insulated. Should ductwork not be insulated, Builder shall install required insulation.

When metal is heated, it expands, and when cooled, it contracts. The resulting “ticking” or “crackling” sounds generally are to be expected and are not deficiencies.

The stiffening of the ductwork and the gauge of metal used shall be such that ducts do not “oil can”. The booming noise caused by oil canning is a deficiency. Builder shall take the necessary steps to eliminate noise caused by oil canning.

Ductwork that is not intact or securely fastened is a deficiency. Builder shall re-attach and re-secure all separated or unattached ductwork during the first year of warranty coverage.

## **ELECTRICAL OUTLETS / RECEPTACLES**

See Electrical System for warranty coverage.

All outlets which do not operate as intended are considered deficiencies during the first year of warranty coverage. Builder shall repair or replace defective outlet.

**NOTE:** Outlets installed ‘ground plug up’ indicate a switched outlet.

The electrical outlets installed in your home are all centrally linked to the circuit breakers discussed earlier. If problems do arise, check to see if all breakers are in the ON position and all GFI’s are reset. After confirming that the source of power is functioning, check the following things before calling for electrical service.

1. If lights are inoperative, check the bulbs. Be sure to replace them with bulbs of the same wattage as originally installed because this is the size for which the fixture was made.

2. If the base plugs do not work, remember that some of them are SWITCHED to the light switch usually near the room entrance.
3. It is normal for there to be a slight buzzing noise in the florescent tubes.
4. If your telephone does not work, check to make sure that it is plugged in all the way.
5. Sometimes, there may be a small draft coming from outlets. There is no warranty coverage. This can be reduced, but not necessarily eliminated, by purchasing outlet insulators available at your local hardware store.

## **ELECTRICAL SWITCHES**

See Electrical System for warranty coverage.

All switches that do not operate as intended are considered deficiencies during the first year of warranty coverage. Builder shall repair or replace defective switches.

## **ELECTRICAL SYSTEM**

Know the location of the breaker panel; it includes a main shut-off that controls all the electrical power to your home. Individual breakers control the separate circuits. Each breaker is marked to help you identify which breaker is connected to which major appliances, outlets, or other service. Should a failure occur in any part of your home, always check the breakers in the main panel box.

Your Builder and its subcontractor will warrant your electrical system including fixtures and items of equipment for a period of one (1) year. In addition, your Builder and its subcontractor will warrant wiring for a period of two (2) years. Repairs and alterations made to the electrical system by anyone other than the installing contractor may void the warranty. All circuits in your home are protected by automatic circuit breakers. No fuses are required. After any electrical failure, check your circuit breaker first. Simply reset the circuit breaker (see Helpful Hint below). Disconnect and check lamp cords or small appliances on the circuit with which you are having trouble.

### ***Breakers***

Circuit breakers have three positions: on, off, and tripped. When a circuit breaker trips, it must first be turned off before it can be turned on. Switching the breaker directly from tripped to on will not restore service.

### ***Breakers Tripping***

Breakers trip because of overloads caused by plugging too many appliances into the circuit, a worn cord or defective appliance, or operating an appliance with too high a voltage requirement (such as a power tool) for the circuit. The starting of an electric motor can also trip a breaker.

### ***Buzzing***

Fluorescent fixtures use transformer action to operate. This action sometimes causes a buzzing which is normal.

### ***GFCI (Ground-Fault Circuit Interrupters)***

GFCI receptacles have a built-in element that senses fluctuations in power. Quite simply, the GFCI is a circuit breaker that offers personal protection against electric shock. Building codes require installation of these receptacles in bathrooms, the kitchen, and outside (areas where an individual can come into contact with water while holding an electric appliance or tool). Heavy appliances such as freezers or power tools will trip the GFCI breaker.

***Caution: Never plug a refrigerator or food freezer into a GFCI-controlled outlet. The likelihood of the contents being ruined is high and the limited warranty excludes such damage.***

Each GFCI receptacle has a test and reset button. Once each month, press the test button. This will trip the circuit. To return service, press the reset button. If a GFCI breaker trips during normal use, it may indicate a faulty appliance and you will need to investigate the problem. One GFCI breaker can control multiple outlets

### ***Modifications***

If you wish to make any modifications, contact the original electrician directly. Having another electrician modify your electrical system during the warranty period will void that portion of your limited warranty.

### ***Outlets***

If an outlet fails to work, check first to see if it is controlled by a wall switch or GFCI. Next, check the breaker.

**NOTE:** Outlets installed 'ground plug up' indicate a switched outlet.

### ***Power Surge***

Power surges are the result of local conditions beyond our control and are excluded from limited warranty coverage. They can cause burned-out bulbs or damage to sensitive electronic equipment such as TVs, alarm systems, and computers. Damage resulting from lightning strikes is also excluded from limited warranty coverage.

**Helpful Hints:** To reset your circuit breakers, be certain to flip the switch all the way to the off position and then back to the on position. Do not put a freezer on a GFI circuit. If kitchen, bath, outside, and garage receptacles do not work, check your GFI breaker or receptacle to make sure they have not tripped.

## **EXPANSION AND CONTRACTION**

### Homeowner Use and Maintenance Guidelines

Changes in temperature and humidity cause all building materials to expand and contract. Dissimilar materials expand or contract at different rates. This movement results in separation between materials, particularly dissimilar ones. You will see the effects in small cracks in drywall and in paint, especially where moldings meet drywall, at mitered corners, and where tile grout meets a tub or sink. While this can alarm an uninformed homeowner, it is normal.

Shrinkage of the wood members of your home is inevitable and occurs in every new home. Although this is most noticeable during the first year, it may continue beyond that time. In most cases, caulk and paint are all that you need to conceal this minor evidence of a natural phenomenon. Even though properly installed, caulking shrinks and cracks. Maintenance of caulking is your responsibility.

## **EXTERIOR - CONDOMINIUMS**

In attached condominiums, the roofing, siding, guttering, walkways, driveways, and landscaping are common elements that are under warranty between your Builder and the condominium association. You should consult your condominium documents for a complete description of the common elements.

## **EXTERIOR FAUCETS (Hose bibs)**

See Plumbing for warranty coverage.

Never leave the garden hose attached to the faucet in cold weather conditions. Freezing weather can result in extensive damage in your home due to frozen pipes. *The homeowner is responsible to "winterize" their exterior hose bibs or attachments* by insuring the water shut off inside their home is closed and the valve on the exterior of the house is left in the open position.

## **FAUCETS**

See Plumbing for warranty coverage.

A valve or faucet leak due to material or workmanship is a deficiency and is covered during the first year of the warranty period. Builder shall repair or replace the leaking faucet or valve.

**Aerators:** Aerators are devices which reduce splashing by introducing air into the water coming out of the faucet. These contain screens which collect unwanted deposits, and must be cleaned every 3-4 months. It is recommended that you read the manufacturer's instructions.

## **FENCING, DECKS, PORCHES, & HANDRAILS - EXTERIOR**

Your Builder and its subcontractors warrant all fencing, decks, and exterior hand rails for a period of one (1) year.

## **FIRE PREVENTION**

All family members should practice fire safety. Awareness of potential dangers and preventive actions are preferable to even the fastest response. Keep these hints in mind and add your own reminders in the space provided on the next page. For additional tips, contact your local fire department.

### Train Family Members

- Ensure that all family members know what escape routes exist in your home.
- Conduct a fire drill with family members.
- Test the smoke detectors to confirm that they function and so that everyone recognizes the sound.
- Follow the manufacturer's directions for cleaning and servicing all of your smoke detectors.
- As soon as possible, teach young children how and why to dial 911.
- A general use fire extinguisher is supplied for you by the Builder under the kitchen sink. It should be inspected regularly per manufacturer's instructions. Instruct all family members in its location and use.
- Teach children the safe use of appliances such as irons and toasters.
- Some units are equipped with a fire suppression system. **DO NOT TAMPER WITH OR HANG ANY ITEMS FROM FIRE SUPPRESSION SPRINKLER HEADS.**

## Practice Prevention

- Store matches away from children and heat sources.
- Avoid smoking in bed and always use a fire safe receptacle to extinguish smoking materials. Keep lighters and matches out of reach of children.
- Avoid leaving small children home alone, even for a short time.
- Maintain appliances in clean and safe working condition.
- Avoid overloading electrical outlets.
- Ensure that all electrical cords are in good repair.
- Avoid having any flammable objects or materials near the stove or leaving anything that you are cooking unattended.
- Keep the range hood filter clean to prevent a buildup of grease.
- Allow space for cooling around electrical equipment.
- Unplug the iron when it is not in use. Do not leave an iron that is on unattended.
- Use electric blankets with care, following manufacturer directions.
- Use the correct wattage of bulbs in all light fixtures.
- Use candles safely. Never leave a burning candle unattended. Keep them out of reach of children and pets. Wicks should be cut to 1/4 inch.
- Store volatile materials (paint, gasoline for the lawn mower, and so on) in appropriate containers, away from flames (such as pilot lights) or heat sources. Many trash collection services offer a means for you to dispose of hazardous items. Check with your service provider for details.
- Do not use any grill on a covered patio.
- Gas Grills: Keep the barbeque clean and soap test the lines of a gas grill for leaks regularly. A quarter to a half turn provides enough propane; do not turn the valve on all the way. When lighting your barbeque, have the match or lighter already burning with the lid open before you turn on the gas.

- Please refer to your condominium documents' bylaws, rules, and regulations and state fire code regarding use of grills in multifamily developments.
- All Grills: Use the barbeque outdoors, at least 10 feet from the house. Grilling in the garage with the door open does not allow enough ventilation and could result in carbon monoxide poisoning. Never leave a lit barbeque unattended. Keep children and pets away from all grills.
- During holidays, ensure that all cords and connections are in good condition and of appropriate capacity for electrical decorations.

Your Additional Reminders and Notes

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**FLOOR COVERINGS - CARPET**

Your Builder and its subcontractors warrant the carpet against separation for a period of one (1) year.

For a *complete* explanation of carpet care, see the flooring care packet provided by our flooring company, and included in this manual. It is very important that you thoroughly read this pertinent information to prolong the life of your carpet.

**Note:** Due to the width of carpet rolls, there is no way to avoid seams in your home. These seams will be somewhat noticeable even with the best installation. In the event that any repairs to carpeting are necessary, every effort will be made to match the dye lot, but we cannot guarantee a perfect color match.

**Helpful Hint:** Vacuum your carpet weekly and clean only with manufacturer's approved methods and cleaning agents. See your floor care guide provided by the manufacturer.

## **FLOOR COVERINGS - CERAMIC TILE**

Your Builder and its subcontractors warrant the ceramic tile floor against improper installation and manufacturer defects for a period of one (1) year.

Ceramic Tile flooring that cracks or becomes loose is a deficiency. Builder shall replace cracked tiles and re-secure loose tiles. Builder is not responsible for color and pattern variations or discontinued patterns of the manufacturer.

Cracks in grouting of ceramic tile joints are deficiencies. Builder shall repair grouting as necessary one time only within the first year of warranty coverage. After that, re-grouting is the homeowner's maintenance responsibility.

For general cleaning of ceramic, see the manufacturer's instructions.

## **FLOOR COVERINGS - PADDING**

Your Builder and its subcontractors warrant the padding against improper installation and manufacturer defects for a period of one (1) year.

## **FLOOR COVERINGS - VINYL**

Your Builder and its subcontractors warrant the vinyl tile against lifting, bubbles, cracking, or separation of seams for a period of one (1) year.

Readily apparent nail pops are deficiencies. Builder shall correct nail pops that have caused damage to the floor material and repair or replace damaged floor covering in the affected area. Builder is not responsible for discontinued patterns or color variations.

Readily apparent depressions or ridges exceeding 1/8 inch are a deficiency. Builder shall take required action to bring the deficiency within acceptable tolerances so as to be not readily visible. Builder is not responsible for discontinued patterns or color variations in the floor covering.

**Note:** Due to expansion and contraction, the seams of the plywood sub-floor may rise and show as a line beneath the vinyl. Special fasteners are used to minimize this condition, but it cannot be completely eliminated. Nail pops are common. In the event that any repairs are necessary on the vinyl, only the damaged area will be repaired with new material. We cannot guarantee the dye lot to be the same as the originally installed vinyl. Scratches or damage to vinyl must be reported on the "Home Buyer's Pre-Settlement Presentation" form prior to occupancy, otherwise your Builder cannot assume responsibility for such items.

**Helpful Hints:** To assure proper treatment of your floors, it is suggested that you begin by providing protection from indentation. Composition furniture cups are designed to protect the legs of heavy objects from cutting the floors or indenting tile, and they are available locally in hardware stores. Lightweight pieces of furniture, such as chairs, should be equipped with smooth, flat glides applied to the legs. Metal domes should be removed from all legs since these will damage your floors.

To maintain the shine and finish on your vinyl floors, we recommend the use of the manufacturer's floor care products can be purchased from your floor covering dealer or most home improvement stores. See your floor care guide provided by the manufacturer.

## **FLOOR COVERINGS - HARDWOOD**

Your Builder and its subcontractors warrant the wood floors against delamination and improper installation for a period of one (1) year.

The wood flooring in your home requires a special degree of care and protection. It is recommended you read the manufacturer's instructions.

## **FLOOR SQUEAKS**

Loud and objectionable squeaks caused by improper installation or loose subfloor are deficiencies, but a totally squeak-proof floor cannot be guaranteed. Builder will refasten any loose subfloor or take other corrective action to reduce squeaking to the extent possible within reasonable repair capability without removing floor and ceiling finishes.

Floor squeaks may occur when a subfloor that has come loose from the joists is deflected by the weight of a person and rubs against the nails that hold it in place. Squeaks may also occur when one joist is deflected while the other members remain stationary. The Builder will make a reasonable attempt to eliminate squeaks without requiring removal of floor and ceiling finishes, nailing loose subflooring with casing nails into the carpet surface and countersinking the head is an acceptable practice.

**Note:** Floor squeaks and loose sub-floors are often temporary conditions common to new construction. A squeak-proof floor *cannot be guaranteed*.

## **FLOOR - TRANSITION STRIP**

Your Builder and its subcontractor warranty the transition strips against defects in materials or workmanship for a period of one (1) year. Any dings, dents, cracks, chips, gouges, burns, or scratches must be reported on your "Home Buyer's Pre-Settlement Presentation" form prior to closing.

## FOOTINGS

Your Builder and its subcontractors warrant the footings, to the condominium association, against abnormal settlement for a period of one (1) year. In the event that a settlement of the footing is reported within your warranty period, your Builder will determine the method and extent of the correction.

## FOUNDATIONS

Your Builder and its subcontractors warrant the masonry, to the condominium association, against abnormal settlement for a period of one (1) year. This shall not be construed to mean that a foundation will not crack, but it does mean that your Builder will repair any settlement crack exceeding 1/8" within the first year of occupancy.

**Termite Protection:** Your home has been treated for subterranean termites during construction. Your home is warranted against termites for a period of one (1) year.

**Helpful Hints:** The termite bond will be renewed annually by your Condominium Association for coverage to remain in effect.

Foundations are subject to a wide variety of stress and strains. The base of the exterior walls, being on the ground, maintains a fairly constant temperature, whereas, the top portion, extending out of the ground, is subject to extreme temperature changes -- from summer heat to winter cold. This causes concrete or masonry to expand and contract, which may create minor cracks.

When completed, the earth around the outside of your home is graded so that it slopes away from the foundation providing positive water drainage away from the foundation. It is your condominium association's responsibility to maintain and keep positive drainage of water away from your foundation and allow no pooling of water on your lot.

## FRAMING

Your Builder and its subcontractor warrant the framing against construction defects for a period of one (1) year.

Wood floors shall not have more than a 1/4 inch ridge or depression within any 32 inch measurement. Builder shall correct or repair as necessary.

All interior and exterior frame walls or ceilings have slight variations on the finish surfaces. Walls or ceilings that are bowed more than 1/2 inch within a 32 inch horizontal measurement; or 1/2 inch within any 8 foot vertical measurement, are deficiencies.

Exterior and interior frame walls or ceilings bowed in excess of the allowable standard shall be corrected.

Wood frame walls that are more than 3/8 inch out of plumb for any 32 inch vertical measurement are a deficiency. Builder will make necessary repairs.

## **FROZEN PIPES**

Drain, waste, vent, and water pipes shall be adequately protected to prevent freezing and bursting during normally anticipated cold weather.

Burst pipes due to homeowner neglect and resultant damage are not the Builder's responsibility.

*Hose bibs / Outdoor Faucets:* Please disconnect all hoses from your outdoor faucets. Connected hoses cause a vacuum and prevent the faucets from draining properly. The faucets will freeze and cause leaks back into your house. To "winterize", turn off water shut-off valve, drain line, and backflow preventer. Frozen pipes are not covered under warranty.

## **GARAGE OVERHEAD DOORS**

Garage overhead doors cannot be airtight. Some light will be visible around the edges and across the top of the door. Weather conditions may result in some precipitation entering around the door. Likewise, dust may enter especially until most homes in the community have landscaping installed. When freezing temperatures occur, the rubber may not seal along the bottom of the door; this unavoidable condition is a natural result of weather conditions and is excluded from warranty coverage.

Follow the manufacturer's instructions for safe and reliable operation. Do not allow anyone except the operator near the door when it is in motion. Keep hands and fingers away from all parts of the door except the handle. Do not allow children to play with or around the door.

For your safety, after the expiration of the one-year warranty, have any needed adjustments made by a qualified specialist. Garage door springs are under a considerable amount of tension and require special tools and knowledge for accurate and safe servicing. Have the door inspected by a professional garage door technician after any significant impact to the door.

Garage doors that do not operate and fit the door opening within the manufacturer's installation tolerances are deficiencies. Some entrance of the elements can be expected under heavy weather conditions and is not considered a deficiency. Builder will make the necessary adjustments to meet the manufacturer's installation tolerances. No adjustment is required when cause is determined to result from anyone but Builder's or Builder's subcontractors' installation of an electric door opener.

Garage doors are not weatherproof, and entrance of air, dust, rain, snow, and light should be expected. Sweeping out any water or snow in the winter will keep the door from freezing shut. If your garage is equipped with an automatic door opener, safety regulations require that motion detectors be installed at the base of the door. Use of the slide bolt lock with a garage door opener can and will damage your door and void the warranty.

### **GARAGE DOOR OPENER**

If installed by your Builder, your Builder and its subcontractors warrant the garage door opener against defects in materials and workmanship for a period of one (1) year.

**Note:** A garage door opener installed by someone other than the Builder and its subcontractors and that affects the operation/alignment of the garage door is not covered by this warranty and may void the warranty on the garage door.

### **GROUND FAULT INTERRUPTERS (GFI'S)**

See Electrical System for warranty coverage.

Your home is equipped with ground fault interrupters on all bathroom, garage, kitchen, and outside receptacles. They are designed to trip with the slightest moisture contact. They are different from other circuit breakers in that they are designed to protect people - not the electrical circuits, and for this reason they are very sensitive. Therefore, it is important to thoroughly check ALL GFI outlets if one of the receptacles fails to work. If one shows "TEST", simply push the "RESET" button. If the RESET button does not stay in, do not use that outlet. This is usually an easy solution to appliance, whirlpool, or outlet failure.

### **GROUT**

Cracks in grouting of ceramic tile joints are deficiencies. Builder shall repair grouting as necessary *one time only* within the first year of warranty coverage. After that, re-grouting is the homeowner's maintenance responsibility.

## **GUTTERS AND DOWNSPOUTS**

Your Builder and its subcontractors warrant the gutters and downspouts, when installed, to the Condominium Association, against separation of joints and separation of guttering from the structure for a period of one (1) year. Dented guttering is not warranted. Please direct any concerns to the Property Manager.

**Note:** Small amounts of water may remain in some sections of gutter for a short time after a rain. Your Condominium Association is responsible for keeping gutters and downspouts free from debris that would obstruct drainage.

**Note:** Your warranty does not include removal of leaves and debris from guttering or downspouts. Also, stains from roofing products can be expected and are not considered warrantable.

**Note:** It is not uncommon during heavy rainfalls for the water to exceed the capacity of the gutter and cause an overflow.

## **HEAT**

See HVAC for warranty coverage.

A heating system shall be capable of producing an inside temperature of at least 70 degrees Fahrenheit as measured in the center of the room as a height of five feet above the floor under local outdoor winter design conditions. NOTE FOR HEATING: There may be periods when the outdoor temperature falls below the design temperature, thereby lowering the temperature in the home. Builder shall correct heating system as required to provide the required temperatures if a deficiency exists.

Orientation of home and location of room will also provide a temperature differential, especially when the heating system is controlled by a single thermostat for one or more floor levels. You are responsible for balancing dampers and registers and for making other necessary minor adjustments.

## **HVAC: HEATING, VENTILATION, & AIR CONDITIONING**

Your Builder and its HVAC contractor will fully warrant your system for a period of one (1) year. We recommend discussing an extended maintenance agreement with your installing dealer. Please consult the manufacturer's warranty relative to any extended warranty on parts.

Builder installed refrigerant lines that develop leaks during normal operation are deficiencies. Builder shall repair leaking lines and recharge the unit as required.

**Helpful Hints:** Always use a clean filter in your heating and air conditioning unit. For better performance, lower electric bills, and a cleaner home, you should change your filters every 30 days. Do not store any combustible materials near your heating or air conditioning unit.

## **LANDSCAPING**

All trees, plants, shrubs, and sod are installed and maintained properly by the Association. Any shrub, plant, tree, or sod planted by your Builder as part of the landscape package that are alive as of closing and die after closing are not the responsibility of the Builder.

**Helpful Hints:** Extensive Association maintenance is required to properly maintain lawns, trees, and shrubs. Your Builder cannot guarantee the success of the lawn and landscaped area.

## **LEAKS - DOOR**

Minor leaks around doors should be reported following established guidelines. It is helpful to mark or identify the area where water is observed, and if possible, to mark the exact source point if it is known. This will permit the exact location of the problem to be quickly identified when the repairman visits your home.

## **LEAKS - PLUMBING**

Leaks in any waste, vent, and water piping are deficiencies. Builder shall make necessary repairs to eliminate leakage. Condensation on piping does not constitute leakage, and is not a deficiency, except where pipe insulation is required.

## **LEAKS - ROOFING**

Roof or flashing leaks that occur under normal weather conditions are deficiencies. Builder shall correct any roof or flashing leaks that are verified to have occurred under normal weather conditions.

See "Emergency Service for Roof Leaks" in the emergency section of this manual.

**Note:** Leaks as a result of ice damming are excluded from warranty coverage.

## **LEAKS - WINDOW**

Minor leaks around windows should be reported following established guidelines. It is helpful to mark or identify the area where water is observed, and if possible, to mark the exact source point if it is known. This will permit the exact location of the problem to be quickly identified when the repairman visits your home.

## **LIGHT FIXTURES (Interior and Exterior)**

See Electrical System for warranty coverage.

Your Builder will not warrant tarnished, scratched or cracked glass, or brass fixtures.

The light fixtures installed in the various rooms of your home are made of several different types of materials and therefore require different care. It is recommended that you read the manufacturer's instructions for cleaning and care.

## **MIRRORS**

Your Builder and its subcontractor warrant all mirrors against defects prior to closing. Any cosmetic discrepancies with mirrors must be reported on the "Home Buyers Pre-Settlement Presentation" form prior to closing.

## **PAINT - EXTERIOR**

Your Builder and its subcontractors warrant the exterior paint on the house to the Condominium Association against peeling for a period of one (1) year. In the event the paint on the exterior does peel, your Builder will scrape the area of the peeling paint, remove any loose paint, and only repaint that particular board or the immediate area that is involved. We will try, but cannot guarantee, matching a paint color. This guarantee

only applies to peeling paint and does not apply to the natural fading of paint. The limited warranty on the newly repainted surfaces will not extend beyond the original warranty term.

Mildew or fungus that forms on a painted or factory finished surface when the surface is subject to various exposures is not a deficiency and not covered by warranty.

## **PAINT - INTERIOR**

Your Builder and its subcontractors warrant the interior paint on the house against peeling for a period of one (1) year. In the event the paint on the interior does peel, your Builder will scrape the area of the peeling paint, remove any loose paint, and only repaint that particular board or the immediate area that is involved. We will try, but cannot guarantee, matching a paint color. This guarantee only applies to peeling paint and does not apply to the natural fading of paint.

Wall, ceiling, and trim surfaces that are painted shall not show through new paint when viewed from a distance of 6 feet under normal lighting conditions. Builder shall repaint wall, ceiling, or trim surfaces where inadequate paint has been applied. Where the majority of the wall or ceiling surface is affected, the entire area will be painted from break line to break line. Builder is not required to repaint an entire room unless all walls and ceiling have been affected.

Paint splatters on walls, woodwork, or other surfaces which are excessive, shall not be readily visible when viewed from a distance of 6 feet under normal lighting conditions. Builder shall remove paint splatters without affecting the finish of the material, or replace the damaged surface if paint cannot be removed. Minor paint splatter and smears on impervious surfaces that can be easily removed by normal cleaning methods are considered to be homeowner maintenance and are not deficiencies.

## **PESTS AND WILDLIFE**

Insects such as ants, spiders, wasps, and bees, and animal life such as woodpeckers, squirrels, mice, and so on, may fail to recognize that your home belongs to you. Addressing concerns involving these pests and wildlife goes with being a homeowner. Informational resources include, among others, animal control authorities, the Bylaw Service (consult your local directory service for the number of the nearest office), pest control professionals, the Internet, and the public library.

## PLUMBING

Plumbing fixtures and devices are warranted for one (1) year. The warranty covers major faults such as waterlines separating, faulty equipment, and faulty or improper installation; but it does not cover damage due to frozen pipes. Homeowner repairs on the plumbing system will void the warranty.

Plumbing leaks must be reported directly to Franciscus Homes' Customer Service Department immediately. We cannot be responsible for damage due to any negligence on the part of the homeowner.

Leakage in any waste, vent and water piping are deficiencies. Builder shall make necessary repairs to eliminate leakage. Condensation on piping does not constitute leakage, and is not a deficiency, except where pipe insulation is required.

A valve or faucet leak due to material or workmanship is a deficiency and is covered during the first year of the warranty period. Builder shall repair or replace the leaking faucet or valve.

Fixtures, appliances, or fittings shall comply with their manufacturer's standards as to use and operation. Defective plumbing fixtures, appliances, and trim fittings are covered under the manufacturer's warranty. There is no Builder warranty.

Builder is not responsible for sewers, fixtures, or drains that are clogged because of homeowner's actions or negligence. Sanitary sewers, fixtures, washer or drain lines that do not operate or drain properly due to improper construction are deficiencies. When defective construction is shown to be the cause, Builder shall make necessary repairs.

**Helpful Hints:** ONLY human waste and toilet paper can go down the commode. Other items such as feminine hygiene products, paper towels, kitty litter and sanitary wipes may say they are flushable, but they can still clog up the commode. It is recommended that you read the manufacturer's instructions.

**Note:** All hot-and-cold water lines to each fixture (including the dishwasher) have cut-off valves for emergency cut off. There is also a cut-off valve for your entire home that is located in an area designated by the Builder. The cut-off valve will be shown to you at your walk thru.

**Note:** Use of any cleaning products/tabs that are made to drop in the tank of the commode will void the warranty on the commode. These products have chemicals in them that will cause breakdown of the rubber and damage the mechanisms inside the tank.

## **ROOFING**

Your Builder and its subcontractors warrant the roof to the Condominium Association against leaks from shrinkage or settlement only for a period of one (1) year. In addition to the Builder's warranty, the shingles are warranted by the manufacturer.

## **SCREENS**

Screens, when installed, which do not operate or fit properly to provide the protection for which they are intended, are considered deficiencies. Builder shall make necessary adjustment for proper fit and operation or replace when adjustment cannot be made. Missing screens, rips or gouges in the screen mesh are not covered by warranty unless noted on the "Home Buyer's Pre-Settlement Presentation" form prior to closing.

## **SHELVING**

Your Builder and its subcontractors warrant the ventilated shelving against faulty installation for a period of one (1) year.

Your wire shelving is very durable, and can be treated that way. It is important to make sure, though, that they are not overloaded. They can carry up to 75 pounds of weight per foot of shelving. Exceeding this amount could result in shelving failure. Do not stack all canned goods on one shelf or on the Lazy Susan.

## **SIDING - VINYL**

Your Builder and its subcontractors warrant the vinyl siding to the Condominium Association to be free of defects in material and workmanship for a period of one (1) year. In the event a repair is made, we will try, but color match cannot be guaranteed.

## **SINKS - KITCHEN**

See Plumbing for warranty coverage.

*To prolong the life of any of your sinks, follow these general rules:*

- \* DO NOT let food wastes stand in the sink.
- \* DO NOT use sinks to hold paint cans, trash, or tools when redecorating, and cover them when repainting walls and ceilings.
- \* DO clean sink frequently to avoid time-induced staining.

To keep the illustrious shine, sinks need to be cleaned after every use. It also helps very much if you wipe your sinks after EVERY use. This prevents the build-up of hard to remove soap and scum.

## **SMOKE DETECTORS**

See Electrical System for warranty coverage.

There are certain basic procedures that will ensure that your smoke detectors function properly in an emergency. Carefully review the manufacturer's literature to familiarize yourself with each unit, so that you may act accordingly if the detector is accidentally triggered, and for proper cleaning instructions. Periodically TEST the detector to see if it is working properly. If it is not working, check the backup batteries and circuit breakers before calling for service. Most smoke detectors are manufactured with a "chirp" at routine intervals to indicate that the battery might be low and need to be changed.

## **SOUND TRANSMISSION BETWEEN UNITS**

Since your Builder meets or exceeds the standards established by the applicable building codes, no coverage is provided relative to sound transmission between rooms, floor levels, adjoining condominium units in a building, or from the street into the home.

## **TRIM - EXTERIOR**

Since exterior trim is a common element, your Builder warrants it to the Condominium Association as follows: Cracks in the exterior trim greater than 3/8" will be corrected by your Builder *one time only* during the first year of warranty. Minor cracking is expected due to the shrinkage of wood products. Minor cracks are not covered under the warranty and are considered a condominium association's maintenance item to caulk all cracks as they appear. Small knots and grain may be noticeable through the paint on the exterior wood trim. This is the nature of the wood and is not considered warrantable. Stains from roofing products on exterior trim can be expected and are not covered under warranty.

Joints between exterior trim elements and siding or masonry, which are in excess of 1/4 inch, are deficiencies. In all cases, the exterior trim abutting masonry siding shall be capable of performing its function to exclude the elements. Builder shall repair open joints and touch up finish coating where required to match existing as closely as possible and caulk open joints between dissimilar materials.

## **TRIM - INTERIOR**

Joints between moldings and adjacent surfaces that exceed 1/8 inch in width are deficiencies. Builder shall repair defective joints and touch up finish coating where required to match as closely as possible *one time only* during the first year of warranty.

Splits, cracks, and checking are inherent characteristics of all wood products, and are not considered deficiencies and are not covered by warranty.

Hammer marks on interior trim shall not be readily visible from a distance of 6 feet under normal lighting conditions. Builder shall fill hammer marks and refinish or replace affected trim. Refinished or replaced areas may not match surrounding areas exactly.

Setting nails and filling nail holes are considered part of painting and finishing. After painting or finishing, nails and nail holes shall not be readily visible from a distance of 6 feet under normal lighting conditions. Builder shall fill nail holes where required and if necessary, touch up paint, stain, or varnish to match as closely as possible.

## **WATER HEATERS**

Carefully read and follow the manufacturer's literature for your specific model of water heater and avoid using the top of a heater as a storage shelf. Maintain a clear area around the tank.

Your Builder and its subcontractor warrant your water heater for a period of one (1) year. Please see the manufacturer's warranty for any extended warranty on the tank. Water heater elements and other electrical parts are under warranty for one (1) year for parts and labor. Your thermostat is initially set at a proper level for adequate hot water by the manufacturer.

If for any reason the water heater power is cut off and the water is drained from the tank, make certain the water is turned back on and the tank is full before you make any attempt to restart the water heater. A failure to do so will damage your unit.

**Helpful Hint:** Do not store combustible materials near your water heater.

## **WATER PIPES - NOISEY**

Some noise can be expected from the water pipe system, due to the flow of water. However, the supply pipes should not make the pounding noise called "water hammer". "Water hammer" is a deficiency covered during the first year of warranty. Builder shall correct to eliminate "water hammer".

Noises due to water flow and pipe expansion are not considered deficiencies.

## **WATER SUPPLY - STAINING**

High iron and manganese content in the water supply system will cause staining of plumbing fixtures which is not covered by this warranty.

## **WEATHER STRIPPING**

Some air infiltration is usually noticeable around doors and windows, especially during high winds. No daylight shall be visible around frame when exterior door is closed.

Weather-stripping and sweeps will occasionally require adjustment or replacement to maintain a good seal. Usually a good seal is restricted by the compression of the weather-stripping by the door. Adjustments can be easily done by running your finger up and down the groove in the weather-stripping. A well-sealed door should be somewhat hard to open and close. However, it is not possible to create an airtight seal. It is NOT abnormal to replace weather-stripping and/or door sweeps yearly based on the usage of your exterior doors.

## **WINDOWS**

Your Builder and its subcontractor warrant the windows against defects in materials and workmanship for a period of one (1) year. Please consult the manufacturer's warranty for any extended warranties on the window seals (insulated glass).

The operable windows in your home are single hung windows. The operable sash tilts in for easy cleaning and screen removal. The tracks should be kept free of dirt and paint for proper operation.

**Note:** It is important that the "weep holes" provided on the bottom of the window frame are kept free from dirt and debris to insure proper drainage.

**Note:** Only broken glass that is noted on the "Home Buyers Pre-Settlement Presentation" form will be replaced.

**Note:** Window glass and frames will collect condensation on the frame and glass surface when humidity and temperature differences are present. Condensation is usually the result of temperature/humidity conditions in the home. No warranty coverage is provided for window condensation.

## **V. NON-SERVICE CONDITIONS**

Certain items and conditions do not fall under the full term and conditions of this warranty. For instance, trees, shrubbery, landscaping, seeding, and grading are items where approval is certified at the time of final inspection. From that time on, we are not responsible for results of acts of God such as wind damage, rain or storm erosion causing gullies or washouts that may alter the landscaped surface.

## VI. ONE YEAR LIMITED WARRANTY CHECKLIST

INTERIOR		PRE SETTLEMENT	BREAK IN	ONE YEAR
Drywall/Ceiling Texture	Cosmetic	Yes	No	No
	Settling Cracks (1 TIME)	Yes	No	Yes
Interior Trim	Cosmetic	Yes	No	No
Interior Doors	Cosmetic	Yes	No	No
	Adjustment (1 TIME)	Yes	No	Yes
Paint	Cosmetic	Yes	No	No
	Peeling	Yes	Yes	Yes
Caulk Shrinking	Cosmetic	Yes	No	No
Electrical	Operation	Yes	Yes	Yes
	Defects In Material / Installation	Yes	Yes	Yes
HVAC	Operation	Yes	Yes	Yes
	Defects In Material / Installation	Yes	Yes	Yes
Plumbing	Operation	Yes	Yes	Yes
	Defects In Material / Installation	Yes	Yes	Yes
Cabinets	Cosmetic	Yes	No	No
	Defects In Material / Installation	Yes	Yes	Yes
Carpet	Cosmetic	Yes	No	No
	Defects In Material / Installation	Yes	Yes	Yes
Floor Squeaks	(1 TIME)	Yes	No	Yes
Shelving	Cosmetic	Yes	No	No
	Defects In Material / Installation	Yes	Yes	Yes
Hardware	Cosmetic	Yes	No	No
	Defects In Material / Installation	Yes	Yes	Yes
Windows	Cosmetic	Yes	No	No
	Glass Material Installation	Yes	Yes	Yes
Screens	Cosmetic	Yes	No	No
Appliances	Cosmetic	Yes	No	No
	Installation	Yes	Yes	Yes
	Operation	Mfg	Mfg	Mfg
Interior Light Fixtures	Tarnishing	Yes	No	No
	Defects In Material / Installation	Yes	Yes	Yes
Ceramic Tile	Cosmetic	Yes	No	No
	Defects In Material / Installation	Yes	Yes	Yes
Marble Tops	Cosmetic	Yes	No	No
	Defects In Material / Installation	Yes	Yes	Yes
Bath Tubs	Cosmetic	Yes	No	No
	Defects In Material / Installation	Yes	Yes	Yes
Shower Bases	Cosmetic	Yes	No	No
	Defects In Material / Installation	Yes	Yes	Yes
Shower Door	Cosmetic	Yes	No	No
	Defects In Material / Installation	Yes	Yes	Yes
Mirrors	Cosmetic	Yes	No	No
	Defects In Material / Installation	Yes	Yes	Yes
Garage Slab	Non-Structural	No	No	No
Termite Protection	Warranty Thru National Exterminating			

## **VII. ONE YEAR LIMITED WARRANTY CHECKLIST**

### **EXTERIOR ITEMS**

In attached condominiums, the roofing, siding, guttering, walkways, driveways, and landscaping are common elements that are under warranty between your builder and the condominium association. You should consult your condominium document for a complete description of the common elements.

# Additional Warranty Coverage

## Manufacturer Warranties

Please take time to read the literature (warranties and use and care guides) provided by the manufacturers of consumer products and other items in your home. The information contained in that material is not repeated here. Although much of the information may be familiar to you, some points may differ significantly from homes you have had in the past.

We make every effort to keep the information in this guide current. However, if any detail in our discussion conflicts with the manufacturer's recommendations, you should follow the manufacturer's recommendations.

Some manufacturer's warranties may extend beyond the first year and it is in your best interests to know about such coverage. Remember to mail in any registration cards you receive with manufacturer materials. Being in the manufacturer's system assures that in the event of a recall the company can contact you and arrange to provide the needed correction.