



KEN HARVEY
HOMES Build the life
you *love*.

HOMEOWNERS MANUAL

KenHarveyHomes.com

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919-999-4150



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HOMEOWNER CONTACT INFORMATION

NEIGHBORHOOD/LOT # _____

ADDRESS _____

BUYER 1 NAME _____

BUYER 2 NAME _____

BUYER 1 EMAIL _____

BUYER 2 EMAIL _____

BUYER 1 PHONE NUMBER

CELL: _____ HOME: _____ OFFICE: _____

BUYER 1 PHONE NUMBER

CELL: _____ HOME: _____ OFFICE: _____



BUILDER WARRANTY AND BUILDING STANDARDS FOR YOUR NEW HOME

Be sure to read these documents to understand the benefits and limitations of Your Warranty.

HOW TO REGISTER A WARRANTY CLAIM OR REQUEST A CUSTOMER SERVICE INSPECTION

To register a warranty claim or request an on-site visit by Your Manager of Builder Services, please follow these simple steps:

STEP 1 | Verify Your BUILDER's Responsibility

- Read the contents contained herein in its entirety.
- Make sure You are requesting warranty service within the scheduled service periods provided in this manual and Ken Harvey Homes Limited Warranty.
- Before registering a claim, it is important that You verify the Ken Harvey Homes Limited Warranty covers the item.
- Check the Ken Harvey Homes Limited Warranty's Table of Contents to locate the item or items.
- Review Your original New Home Orientation and/or preclosing walk-through documentation to verify whether an item already exists and does not need to be listed again.

STEP 2

If you have a warranty request:

- Go to the About Us tab in the nav bar on the KenHarveyHomes.com website.
- Click on the Warranty tab on the drop-down menu.
- Fill out the form with your first initial and last name (**all lowercase**) as the username, and your password will be "password". Once you enter the system, change your password, and proceed with the prompts in the system.



REQUEST FOR WARRANTY PERFORMANCE AND CUSTOMER SERVICE

It is important to remember that Your home is built using numerous raw, natural materials by skilled contractors, but occasional minor adjustments may need to be made.

Should issues that are NOT of an “Emergency Nature” arise, the following time periods should be used to request a Warranty Performance or Customer Service visit.

WARRANTY PERFORMANCE AND CUSTOMER SERVICE

ALL WARRANTY AND CUSTOMER SERVICE REQUESTS MUST BE INITIATED BY HOMEOWNER. HOMEOWNER IS REQUIRED TO CONTACT KHH WARRANTY VIA WWW.KENHARVEYHOMES.COM TO SCHEDULE THEIR ELEVEN (11) MONTH WALK- THROUGH.

As always, if at any time You have questions, issues, or concerns of a Warranty or customer service nature, please do not hesitate to call our office and speak with a representative of Ken Harvey Homes.

ALL WARRANTY AND CUSTOMER SERVICE REQUESTS MUST BE INITIATED BY HOMEOWNER. THIS INCLUDES THE 11-MONTH WALK-THROUGH AND 1-YEAR DRYWALL SERVICE.

The Eleven (11) Month Walk-Through

This walk-through is designed to give You the opportunity to make sure any and all of the items covered under the Ken Harvey Homes Limited Warranty have been addressed and satisfied. YOU ARE RESPONSIBLE FOR SCHEDULING THIS WALK-THROUGH. Ken Harvey Homes will not reach out to You to schedule this walk-through. This walk-through will not take place unless You reach out to Ken Harvey Homes to schedule it.

NOTE: For convenience, Ken Harvey Homes requires that You schedule the Eleven (11) Month Walk-Through and One (1) Year Drywall Service simultaneously.

Ken Harvey Homes understands that certain issues may arise which do not allow for specific time restrictions. These issues will be taken into consideration. However, unless the requested inspection is of an emergency nature, all Warranty and Customer Service requests or on-site inspections shall be scheduled based on the scheduled service periods provided in the Ken Harvey Homes Limited Warranty.

EMERGENCIES

An emergency situation may include any of the following:

- Electrical Outage to the entire property - Please check with Your neighbors to verify the outage is only affecting Your property.
- An appliance, toilet, sink, bathtub, or shower, which cannot be isolated without disrupting water service to the entire house.
- Water leak or flooding - Interior or exterior water leaks or flooding which cannot be contained by towels, buckets or other reasonable means.
- Gas leak or outage-Call Gas Company immediately.



NOTE:

Loss of heating or air-conditioning is not considered an emergency unless it is in a period of extremely hot weather (i.e. over 110 degrees). Heating and air-conditioning problems will be serviced during normal working hours in the order they are reported.

Should You experience a loss of use of the heating or air-conditioning system, please call the installation company listed in Your manual. There is no guarantee that Your heating or air-conditioning will be restored during off hours, weekends or holidays.

Ken Harvey Homes will not reimburse You should You choose to have another contractor respond that has not been approved by Ken Harvey Homes. Calling Your own service representative could result in voiding Ken Harvey Homes responsibilities to Your claim.

Ken Harvey Homes cannot guarantee immediate response by subcontractors or other service professionals. Ken Harvey Homes is not responsible for REIMBURSEMENT to YOU/OWNER for work performed by anyone other than Ken Harvey Homes or employees of, agents or subcontractors who have been authorized by the Ken Harvey Homes will NOT reimburse any persons for work performed that was not authorized by Ken Harvey Homes.

Examples of items that are the requirement of the Homeowner to maintain and check, which could result in a Service Charge back to the Homeowner are as follows: a tripped breaker, tripped GFCI receptacle or a clogged aerator. Calls regarding these types of situations would be examples of items that are the responsibility of the Homeowner to maintain and correct and could result in a Service Charge back to the Homeowner if a service representative responds during normal working hours, off-hours, weekends or holidays.

HEATING AND AIR-CONDITIONING

Breaker Box - Check for a breaker switch that may need resetting. A tripped breaker must be turned all the way off and back on to reset.

Thermostat Setting - For air-conditioning, the controls should be set to Auto and Cool, and the temperature should be set below the reading on the thermostat. Always read the Manufacturer's instructions; if the thermostat is set too low, then the unit will continue to run causing the unit to freeze. For heat, the setting should be Auto and Heat; the temperature should be set above the reading on the thermostat.

GASLEAKS

Gas Outage or Gas Leak

CONTACT YOUR LOCAL GAS COMPANY! DO NOT CALL KHH UNTIL THE GAS COMPANY HAS RESPONDED.



WATERLEAKS

Water shut-off valves - Water shut-off valves are often located behind toilets and under sinks. Turn these valves to shut off the water supply to a particular fixture or appliance.

Home Water Shut-Off Valve - The water supply to Your home can be shutoff. This valve is normally located inside a first-floor interior linen or utility closet.

Property Water Shut-Off Valve - Water service to the property can be shut off to eliminate all water supplied from the street to the property. This valve is usually located outside in a water meter box in the front of the home near the street. **NOTE:** Use buckets, pans, towels, plastic or any other means to prevent water from damaging Your home. Any non-contained water leak is considered an emergency and You are required to notify KHH immediately.

PLUMBING BACK-UPS

Plumbing backups that occur within 14 days of occupancy may be caused by construction debris in the lines. After 14 days, the likelihood of backups caused by construction debris is minimal. If You experience a sewer backup outside of normal business hours, You may call the emergency number of the plumbing company listed in your homeowners manual for service with the understanding that if the backup is determined to be caused by a soft blockage of user origin, the cost of the service call, including after-hours charges, and all damages will be homeowner's responsibility.

ELECTRICAL

Breaker Box - Check the main breaker of Your breaker box for a tripped breaker. A tripped breaker must be turned all the way off and then back on to properly reset.

GFCI Receptacles - Check and reset all GFCI receptacles in order to ensure that a lack of power is not due to the electric company having an outage.

MANUFACTURER WARRANTIES

Some products (i.e. HVAC units, appliances, etc.) are not covered under the Builder's Limited Warranty. Instead, such products are solely covered under manufacturer warranties provided directly by the manufacturer of the product. It is Your responsibility to complete and submit all warranty information directly to manufacturers to receive warranty coverage for such products. **YOU WILL NOT BE ENTITLED TO WARRANTY COVERAGE FOR SUCH PRODUCTS IF YOU FAIL TO SUBMIT WARRANTY INFORMATION DIRECTLY TO THE MANUFACTURER.**

Your Builder will not submit warranty information to the manufacturer for You, and Your Builder shall not be responsible for any claims not covered under a manufacturer warranty due to Your failure to submit all warranty information to the manufacturer.

This Warranty document provides specific information on Limited Structural, Systems, Workmanship and Materials Warranty



Please review it carefully along with all the warranty provisions

- A. Introduction
- B. Coverage
- C. Builder Responsibilities
- D. Your Responsibilities
- E. How to Request Warranty Claim
- F. Emergency Condition General Warranty Provisions Construction Performance Standards

A. INTRODUCTION

THIS IS A WARRANTY AND NOT INSURANCE. THIS WARRANTY DOES NOT TAKE THE PLACE OF YOUR HOMEOWNERS INSURANCE POLICY.

The following is intended to acquaint You with our responsibilities under this Limited Warranty. If a defect that results in actual physical damage to Your home occurs, the Performance Standards will be used to determine our obligation under this Limited Warranty. If a specific defect is not addressed in the Performance Standards, one of the following standards will be used to determine our obligation under this limited warranty:

1. Locally adopted codes
2. Model codes covering building, mechanical, plumbing systems
3. Codes of nearby jurisdictions
4. Locally accepted building practices

Also, note that coverage on certain items varies within the Warranty Period and some items rely on proper maintenance and timely notification by the homeowner. We reserve the right to review each claim individually based upon the circumstances of the claim.

Anytime warranty service is performed during the Warranty Period, such service continues to be covered within the remaining Warranty Period. However, there is not any extension to any service item beyond the original Warranty Period.

If a warranty issue occurs and You do not allow Ken Harvey Homes to repair and/or service it during the Warranty Period, Ken Harvey Homes will not be responsible for payments to the third-party vendor for services contracted by You. All warranty work completed by outside third-party companies at Your request will be Your sole responsibility and any warranty by KHH is void as to that work.

B. COVERAGE

1. Commencing on the Warranty Start Date, Builder warrants Your Home will be free from Major Structural Defects as such defects are defined herein. The Major Structural Defects warranty ends on the Sixth-year anniversary of Your Closing Date.



- i. A Major Structural Defect is:**
 - a) Actual physical damage;
 - b) to the designated load-bearing portions of a Home;
 - c) caused by failure of such load-bearing portions that affects their load-bearing functions; and
 - d) to the extent that the Home becomes unsafe, unsanitary, or otherwise unlivable
 - 1) All four portions of the definition must be met to qualify the Home for Major Structural Defect Warranty coverage.
 - ii. The load bearing portions of the Home are the framing members and other structural elements that transfer the load to the supporting ground. The covered load bearing portions of the Home are.**
 - a) Load bearing foundation systems, piling, piers, stemwalls and footings;
 - a) Load bearing beams;
 - b) Load bearing girders;
 - c) Load bearing lintels;
 - d) Load bearing columns;
 - e) Load bearing walls and partitions;
 - f) Load bearing flooring, sub systems; and
 - g) Load bearing roof framing systems, roof rafters and trusses.
 - h) Specific examples of non-load bearing elements of the Home include, but are not limited to:
 - 1. Non-load bearing partitions and walls.
 - 2. Wall tile or coverings;
 - 3. Plaster, laths, or dry wall;
 - 4. Flooring and sub-flooring material;
 - 5. Brick, stucco, stone or veneer;
 - 6. Any type of exterior siding;
 - 7. Roof shingles, sheathing, flashing and tarpaper;
 - 8. Heating, cooling, ventilating, plumbing, electric and mechanical systems;
 - 9. Appliances, fixtures or items of equipment;
 - 10. Doors, trim, cabinets, windows, hardware, insulation, paint, stains;
 - 11. Basement, garage slabs and other interior concrete floor slabs.
- 2. Workmanship and Materials - Commencing on the Warranty Start Date, Your Builder warrants Your Home will be free from defects in workmanship and materials as such defects are defined in the Construction Performance Standards set forth herein. The Workmanship and Materials Warranty ends on the One Year Anniversary of the Closing Date.
 - 3. Plumbing and Mechanical Systems - Commencing on the Warranty Start Date, Your Builder warrants Your Home will be free from defects in the plumbing and mechanical systems for the One-year Warranty Period from the date of Closing. Manufacturers potentially warrant some/all parts as long as the equipment is registered with the Manufacturer within a certain amount of time post closing, (referred herein collectively as "Systems") as such defect is defined in the Construction Performance Standards set forth herein.



4. Appliances, fixtures or pieces of equipment that are covered by a manufacturer's warranty ARE NOT covered by this warranty. Defects in any of the systems resulting from failures in an appliance, fixture or piece of equipment covered by a manufacturer's warranty ARE NOT covered by this warranty.

There are specific exclusions in this warranty for which coverage is not provided. Refer to the Exclusions Section in the General Warranty Provisions.

Townhome Provision - Common elements of Townhomes as they pertain to this warranty will be warranted against workmanship, materials and systems defects as stated above. Common elements are defined as any portion of a primary Townhome structure, which is provided for the common use of the residents of the structure. Coverage for common elements shall commence on the certificate of occupancy date of the primary structure, housing individual units, as listed on the Warranty Coverage Application. Common elements claims are to be filed by the Homeowner Association.

C. BUILDER RESPONSIBILITIES

Workmanship, Materials or Systems Warranty

Your Builder has warranted Your Home to meet the Construction Performance Standards listed herein. The obligations under this Workmanship, Materials and Systems Warranty are the sole responsibility of Your Builder. If a defect occurs on an item during the applicable part of the Warranty Period and the item is covered by the Workmanship, Materials or Systems Warranty the Builder will repair the defective item at Builders discretion.

The Builder, if necessary, shall have the option to repair or pay You the reasonable cost of repair of any covered defect. The choice to repair or pay You for any defective item is solely that of the Builder. The design, method and manner of such repair are within the sole discretion of the Builder. By signing the acknowledgment, You accept the Warranty Program and You agree to the method and manner of repair selected by the Builder. The repair shall bring the defective item in compliance with the applicable Construction Performance Standards listed herein. In no event shall the Builder be liable for discontinued items, changes in dye lots, colors or patterns, or items not included in the original construction.

Major Structural Defect

THE BUILDER will repair a covered Major Structural Defect or pay You the reasonable cost of such repair. The Major Structural Defect Warranty ends on the Sixth Year Anniversary of the Closing Date.

The repair of a Major Structural Defect consists of, and is limited to:

- Repair the load-bearing portions of Your Home necessary to restore the load-bearing function to eliminate any unsafe, unsanitary or otherwise unlivable condition;



- Repair of those non-load bearing portions and systems of the Home damaged by the Major Structural Defect and whose repair is necessary to make Your Home once again safe, sanitary or otherwise livable, such as restoration of the functionality of damaged windows, exterior doors, and the electrical, plumbing, heating, cooling and ventilating systems; and
- Removal and repair or replacement of only those surfaces, finishes and coverings, original with the Home damaged by the Major Structural Defect or which require removal and replacement to repair the Major Structural Defect. Repair or replacement is limited to an attempt to match the condition of the affected area just prior to the Major Structural Defect as closely as practical, but not necessarily to a like new condition. In no event shall THE BUILDER be liable for discontinued items, changes in dye lots, colors or patterns, or items not included in the original construction.

THE BUILDER shall have the sole option to repair, replace or pay You the reasonable cost of repair and/or replacement of any Major Structural Defect. The design, method and manner of such repair are within the sole discretion of THE BUILDER. By signing the acknowledgment You accept the Warranty Program and You agree to the method and manner of repair and/or replacement selected by THE BUILDER.

No repair or replacement shall extend the Warranty Period or any applicable part thereof.

D. YOUR RESPONSIBILITIES

You are responsible for any damage to any improvement, fixture or property not constructed, installed or provided by the Builder which is damaged by a covered Major Structural Defect, or is damaged during the repair of a covered Major Structural Defect, that may need to be removed to repair the covered defect or which may be damaged by the implantation of repairs to the covered defect. You shall be responsible to pay for the cost of repair of such improvement, fixture or property necessitated by the removal of the addition or repair of a covered defect. Before THE BUILDER repairs or pays for the repair of a claim, You must assign to THE BUILDER any rights You may have against any other person with respect to the claim including but not limited to THE BUILDER and its subcontractors or suppliers.

E. HOW TO MAKE A WARRANTY CLAIM

If You believe Your Home has a defect that may be covered under the warranty during the applicable part of the Warranty Period, You must contact Your Builder as soon as possible upon Your detecting a defect and before the expiration of the applicable Warranty Period. The Builder shall decide as to the extent such defect is warranted under the terms and conditions herein. The option to repair, replace or pay You the reasonable cost of repair or replacement is solely that of the Builder. The Builder does not negotiate the scheduling of repairs and You must coordinate and cooperate with the Builder to provide access to the Home as provided in this warranty.

When addressing warrantable items, please log-in in order to submit a warranty claim. Please be as specific and detailed as possible and we will make every effort to minimize any inconvenience to You. Once an online warranty request is received, a Ken Harvey Homes representative will contact You within two business days to review Your request and schedule an appointment.



If a warranty issue occurs and You do not allow Ken Harvey Homes to repair/service it during the Warranty Period, Ken Harvey Homes will not be responsible for payment to the third-party vendor for services contracted by You. All warranty work completed by outside third-party companies at Your request will be Your sole responsibility and any warranty by KHH is void as to that work.

If You believe Your Home has a Major Structural Defect that may be covered under the Structural Warranty during the applicable part of the Warranty Period, this Claim should be transmitted as soon as possible upon Your detecting a defect and before the expiration of the Warranty Period. All claims must transpire and be discovered within the Warranty Period. The Claim must be received by the Builder no later than the Warranty Expiration Date or You will have waived a claim for the defect and any claim submitted will be rejected. All reports, estimates, diagrams and/or pictures that may exist regarding the nature and extent of the alleged defect should accompany the claim. Telephone calls to The Builder shall not constitute a claim.

After the Builder receives the Structural Claim, You will be contacted to make arrangements to have the Home inspected either by The Builder representative or other qualified construction professional. The inspection will be conducted to gather evidence regarding the alleged defects. You should cooperate in all respects with The Builder representative or other qualified construction professional to ensure that all the alleged defects are reviewed and/or discussed. If necessary, at the option of The Builder, additional inspections and/or testing may be called for to enable the claim to be thoroughly investigated and evaluated. After the Builder, at its sole discretion has completed its investigation, The Builder shall notify You in writing as to the warranty coverage, if any, of the claimed Major Structural Defects.

F. EMERGENCY CONDITION

An Emergency Condition is one You cannot control that seriously affects Your ability to live in the Home or a condition that if not rectified will result in significant damage to the Home. In case of an Emergency Condition, You must notify the Builder immediately in order that further damages can be mitigated. If Your Builder has provided You with emergency numbers and/or procedures, You must comply with those procedures and/or exhaust those remedies prior to contacting The Builder. Failure to follow such procedures could, at The Builder's sole discretion, result in Your claim being denied.

You should take immediate action if circumstances dictate the need, but You agree that only those repairs necessary to eliminate the Emergency Condition or mitigate further damage shall be performed. You agree that all repairs performed beyond such measures will not be the responsibility of The Builder, unless You first obtain the permission of Your Builder. Emergency Conditions occurring after normal business hours, over a weekend and/or on a holiday must be reported to the Builder on the next business day.

NATURALLY OCCURRING GASES

A small percentage of homes in the United States experience elevated levels of radon gas, methane gas or other naturally occurring gases. These are naturally occurring gases which rise and escape from the soil. This phenomenon can occur in any home, regardless of the type of home or who built it. We are not experts in the measurement or reduction of these gases, nor do we provide any sound advice to homeowners as to acceptable levels or possible health hazards of these naturally occurring gases.



Homeowners may wish to obtain a test kit that meets EPA protocol for measuring the level of radon gases in Your home, if any. EPA publishes a list which provides information on EPA approved suppliers for such test kits. Further information is available through the US Environmental Protection Agency or the applicable state environmental protection office.

THE BUILDER OFFERS NO WARRANTY, AT OR IN THE VICINITY OF THE SUBJECT PROPERTY, TO THE PRESENCE OF NATURALLY OCCURRING GASES, SUCH AS RADON OR METHANE.

SOUND ATTENUATION

Although our homes meet or exceed the code requirements for sound attenuation, there remains the possibility that You will be able to hear sounds from interior or exterior sources through the windows, floors and walls. If noise is caused by a construction defect, such defect will be warranted as provided in this booklet; however, noise from whatever source cannot be excluded entirely.

ANY UNAUTHORIZED REPAIRS MADE BY YOU OR SOMEONE UNDER YOUR DIRECTION, OTHER THAN THOSE PERMITTED ABOVE, WILL NOT BE REIMBURSED OR COMPENSATED. THE DECISION AND DETERMINATION AS TO THE EXTENT OF EXPENSES THAT ARE REIMBURSABLE UNDER THE WARRANTY FOR EMERGENCY CONDITIONS IS THE SOLE DISCRETION OF THE BUILDER AS NECESSARY.

KEN HARVEY HOMES, LLC (the "BUILDER")
4909 Unicon Dr. Suite 107, Wake Forest NC 27587 | Phone (919) 909-0807

GENERAL WARRANTY PROVISIONS

These General Warranty Provisions apply to each warranty.

- A. DEFINITIONS
- B. EXCLUSIONS-Items Not Covered By The Warranty
- C. ARBITRATION PROVISION
- D. GENERAL CONDITIONS
 - 1. Access to Your Home
 - 2. Resale - Transfer of Warranty
 - 3. Delay
 - 4. Assignment of Insurance Proceeds
 - 5. Exclusive Remedy Agreement
 - 6. Waiver of Implied Warranty
 - 7. Independence
 - 8. Attorney's Fees and Costs Forbidden
 - 9. Severability
 - 10. Binding Nature
 - 11. Gender
 - 12. Choice of Law
 - 13. Cancellation



A. DEFINITIONS

Builder - The person, corporation, partnership or other entity registered under The BUILDER program and who may have obtained this warranty on the Home.

Complete Warranty Document-The entire warranty contract between You, Your Builder and the BUILDER consisting of the Warranty Coverage Application, any Warranty Amendments and the Warranty Document.

Consequential Damage - Any property damage or bodily injury which follows as a result of structural damage or any other items covered under this warranty, including defects in plumbing, electrical, heating, cooling or ventilation systems. Consequential damage or resulting bodily injury or property damage are not covered under this warranty.

Home - A single or multi-family home, structure, dwelling or unit (herein called "Home") individually owned and covered by the warranty.

Warranty Expiration Date - The date the warranty ends.

Warranty Period - The length of time Your Home is covered by the warranty for each type of coverage provided, beginning on the applicable Warranty Start Date and ending on the applicable Warranty Expiration Date.

Warranty Start Date - This is the date coverage under the warranty begins. It is the earlier of Your occupancy of the Home or the day that title transfers on Your ownership of the Home.

You, Your, Yours-The Homeowner(s) who hold title to the Home covered by the warranty.

B. EXCLUSIONS – Items Not Covered By The Warranty

The following exclusions from warranty coverage apply to all warranties issued by the BUILDER, including Workmanship, Materials, Systems and Major Structural Defect warranties. The Home is warranted as constructed by the BUILDER. The BUILDER does not warrant deficiencies or defects regardless of (a) the cause of the excluded event; or (b) other causes of loss; or (c) whether other causes acted concurrently or in any sequence with the excluded events to produce the deficiency or defect. The following are excluded from coverage under this warranty:

1. Deficiency or defects to any property, or part of the property, that was not included in the Closing Contract Price.
2. Off-site improvements or any improvements installed after the Warranty Start Date whether provided by the Builder or others;
3. Drainage deficiencies that do not affect the structural integrity of the Home;



4. Any and all landscaping (including sodding, seeding, shrubs, trees, and plantings) and landscaping irrigation systems including but not limited to sprinkler systems, sprinkler heads and/or sprinkler control systems;
5. Fences, boundary walls, retaining walls and bulkheads, except those retaining walls and bulkheads that contain structural or foundation walls at the Home and/or provide structural support to the Home;
6. Outbuildings, sheds, storage buildings, porches, cabanas or any other detached structures including but not limited to detached carports and detached garages (except those outbuildings which contain the plumbing, electrical, heating, cooling or ventilation systems built or installed with and serving the Home);
7. Patios, decks, balconies, sidewalks, walkways, driveways, swimming pools, hot tubs, spas, exterior steam rooms, covered screen enclosures, and/or other recreational facilities.
8. Any damage caused by soil movement, if compensation is provided by state legislation or covered by other insurance.
9. Any damage as a result of insufficient (or change in) load-bearing capacity of the soil, sub-soils or surfaces of the soil or sub-soils on a lot prepared by You;
10. Any damage caused or made worse by inadequate, excessive or uneven watering of soils within close proximity of foundations in areas with active soil; or damage by trees planted within 10 feet of foundations;
11. After the first year, concrete floors of basements and attached garages that are built separate from foundation floors or other structural elements of the Home;
12. Failure of the Builder to complete construction of the Home or any component part of the Home in conformity with construction plans or specifications or to complete agreed upon walk-through "punch-out" items;
13. Failure of the Builder, their employees, agents, or subcontracts to perform pre-closing cleanup of any kind or failure to remove any spillage, or debris from construction site;
14. Any defects or deficiency caused by materials, design, construction, or work supplied by other than the original Builder of the Home, or their employees, agents, or subcontractors;
15. Changes, alterations or additions made to the Home by anyone other than those performed under obligations of this warranty;
16. Changes of the grading of the site by anyone other than the Builder originally building the Home or their employees, agents, or subcontractors;
17. Deficiency or defects caused or made worse by owners, occupants, or guests;
18. Any deficiencies or defects in workmanship, materials or structural portions normally covered by another warranty or insurance policy whether or not paid by such warranty or insurance policy;
19. Deficiency or defects resulting from accidents, riot, civil commotion, terror attacks, war, or Acts of God; including but not limited to fire, explosion, smoke, water escape, windstorm, mudslide, erosion, hail, lightning, hurricanes, tsunamis, falling trees, aircraft, vehicles, flood, earthquakes, sink holes, underground springs, volcanic eruptions, saturated soils or change in the level of the underground water table;
20. Deficiency or defects resulting from burn holes, buried debris, or organic materials;
21. Any contamination caused or created by natural or man-made chemicals, compounds, or substances, or breakdown or adverse effects of chemicals, compounds, or substances used in the construction of the Home or site. Such contamination is not covered even if the Home is rendered unlivable;
22. Insect damage including termites;



23. Any damage caused by water intrusion, including but not limited to roof leaks, window sealants, plumbing or failure of vapor barriers, except as provided in the Workmanship, Materials and Systems warranty;
24. Dampness or condensation due to Your failure to maintain adequate ventilation;
25. Any loss, damages or other condition which is not a deficiency or defect of construction;
26. Consequential Damage: Any property damage or bodily injury which follows as a result of structural damage, or other defects covered under this warranty including defects in plumbing, electrical, heating and cooling;
27. Normal wear and tear or normal deterioration;
28. Cost of transportation, food, storage, moving contents, shelter, or other incidental expenses related to Your relocating during repair;
29. Any loss or damage which may arise while the Home is not being used primarily for residential purposes;
30. Any loss or physically inflicted damage which is not a construction deficiency or defect, including but not limited to chips, scratches, and dents in materials, fixtures, appliances, or other types of equipment;
31. Failure by You to give notice to the BUILDER of any deficiencies or defects within a reasonable time or as specified in this warranty;
32. Negligence and/or improper maintenance or improper operation of items warranted under this warranty;
33. Failure of You or anyone to comply with the warranty requirements of manufacturers of appliances, equipment or fixtures;
34. Any loss or damage which You have not taken reasonable timely actions to minimize;
35. Any dispute received by the BUILDER later than the applicable Warranty Expiration Date for claimed items of deficiency or defect;
36. Any alleged deficiency or defect for which there is no evidence of deficiency or defects at the time of the claims investigation; or which has been repaired prior to a the BUILDER claims investigation unless such deficiency or defect is considered by the BUILDER to be an emergency repair which was repaired by You after the Builder failed to respond within a reasonable time. Emergency items will be determined by the BUILDER considering imminent danger of resulting damage to the Home. Emergency items will not include items of comfort to You such as but not limited to problems with air conditioners;
37. Any condition which does not result in actual physical damage to the covered Home;
38. Diminished market value of Your Home.

C. ARBITRATION PROVISION

Any controversy or claim arising out of or relating to any warranty dispute, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

The initiation or participation by any party in any judicial proceeding shall not be deemed a waiver of the right to enforce this arbitration provision and notwithstanding any provision of law to the contrary, shall not be asserted or accepted as a reason to delay, to refuse to participate in, or to refuse to enforce this arbitration provision.



D. GENERAL CONDITIONS

1. Access to Your Home - In order for the BUILDER to fulfill their respective obligations under the terms and conditions of the warranty, access will be required to the Home. By having SIGNED the acknowledgment form, You hereby grant access to Your Home during normal business hours for the purpose of allowing the Builder, their agents, contractors and/or inspectors to conduct inspections, assess claims, make repairs and to conduct tests as may be determined as necessary.
2. Resale - Transfer of Warranty - If You choose to sell Your Home within the effective period of the BUILDER'S Limited Warranty or any other warranties provided by a manufacturer or original seller of any component of Your Home, You shall be entitled to transfer the benefit of the Limited Warranty of other manufacturer warranty to the buyer of Your Home. In this event, You are solely responsible for any and all instruments and any and all costs required to transfer the Limited Warranty or other manufacturer warranty to the buyer of Your Home.
3. Delay - If the BUILDER's performance of any of its obligations is delayed by any event not resulting from their own conduct, they will be excused from performing until the effects of that event are remedied. Examples of such events are: Acts of God or common enemy, war, riot, civil commotion, sovereign conduct, or acts of persons who are not parties to this warranty.
4. Assignment of Insurance Proceeds - In the event the Builder repairs, replaces, or pays the cost of any defect covered by the Warranty for which You are covered by other insurance or warranties, You must, upon request by the BUILDER, assign the proceeds of such repair, replacement, payment and/or the right to pursue recovery for such payment to the BUILDER. This assignment includes but is not limited to Your homeowner's insurance carrier, product manufacturer or any other entity or individual.
5. Exclusive Remedy Agreement - Except as provided herein, You have waived the right to seek damages or other legal or equitable remedies from the Builder, its principles, his subcontractors, agents, vendors suppliers, workers, material men, and/or design professionals under any and all causes of action whether statutory or at common law, including but not limited to negligence and/or strict liability. The agreement contained herein shall be enforceable to the fullest extent permissible by the law of the state in which the property is located and shall apply to any claim thereafter made against the Builder or any other person. Your sole remedy, in the event of a defect in Your Home or in the real property upon which it is situated, is as prescribed in the terms and conditions of the BUILDER Warranty issued on the Home. Nothing in this paragraph shall affect or be applicable to any other express written warranty You may have received from any single vendor or manufacturer who has supplied any appliance or component for the Home.
6. Waiver of Implied Warranties - (Habitability, Merchantability, Fitness for a Particular Purpose and/or Good and Workmanlike Construction) - By receiving, accepting and/or agreeing to the BUILDER Express Limited Warranty including but not limited to the terms and conditions contained herein, You hereby waive any and all other express or implied warranties, including but not limited to any oral or written representations or statements made by the Builder or any other implied warranty including but not limited to warranties of habitability, merchantability, fitness for a particular purpose and/or good and workmanlike construction. This waiver shall not apply to the extent not permitted by the law of the state in which the property is located.



7. Attorney's Fees and Costs Forbidden - Each party shall bear its own costs of litigation and under no circumstances shall any party, prevailing or otherwise be entitled to an award and/or judgment which includes or provides for attorney's fees and/or court costs except as provided under the rules of the American Arbitration Association pursuant to an arbitration proceeding as described above.
8. Independence -The Warranty is independent of the contract between You and Your Builder for the construction of the Home and/or its sale to You. Contract disputes, which are not warranty disputes, as covered under this Warranty, are not eligible for dispute resolution hereunder. Nothing contained in any other contract between You and Your Builder can restrict or override the provisions of the Warranty.
9. Severability - Should any provisions of this contract be deemed by a court of competent jurisdiction to be unenforceable, the remaining portions of this warranty shall be given full force and effect and the determination will not affect the enforceability of the remaining provisions.
10. Binding Nature - The Warranty is to be binding upon the Builder, and You.
11. Gender - The use of one gender in the Warranty includes all other genders; and use of the plural includes the singular as may be appropriate.
12. Choice of Law - The Warranty is to be construed in accordance with the laws of the state in which the Home is located.
13. Cancellation - You may return the Warranty for cancellation within 30 days of Your receipt of it. If returned, the Warranty will be cancelled. Cancellation of this Warranty does not extend or alter the Builder's responsibilities.

CONSTRUCTION PERFORMANCE STANDARDS

These Construction Performance Standards apply to Workmanship, Materials and Systems Warranty to which they are attached.

The following Construction Performance Standards are the official standards used by the Builder in determining coverage under the Workmanship, Materials and/or Systems Warranty. This Warranty does not warrant that the home has been built in compliance with the Federal, State or Local building standards or codes even though the Builder is required to comply with such standards or codes. Items covered by a manufacturing warranty ARE NOT warranted under this express Limited Warranty.

In no event shall the Builder be a liable for discontinued items, changes in dye lots, colors or patterns, or items not included in the original construction.

The Performance Standards set forth in the following pages are meant to be demonstrative of the most frequent deficiencies of concern. The validity of all claims not covered by these Performance Standards shall be determined based on the National Home Builders Association Residential Performance Guidelines.

Important notice: when determining responsibility under the Construction Performance Standards, only reports from the Builder approved construction consultants (inspection firms, contractors etc.) will be considered. Some firms and individuals feel it is their responsibility to locate possible problems rather than to resolve issues under consideration and regularly address items not covered under the terms of the Warranty.



Indexed to Construction Performance Standards

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DEFINITIONS:

POSSIBLE DEFICIENCY – a brief statement in simple terms of the problems to be considered.

PERFORMANCE STANDARD – a Performance Standard relating to specific deficiency.

BUILDER RESPONSIBILITY – possible corrective action (s) some just did to the Builder to repair the defect.

YOUR RESPONSIBILITY – items expressly excluded from the warranty and which are considered part of the general maintenance of homeownership.

1. SITE WORK

Construction Performance Standards

	POSSIBLE DEFICIENCY	PERFORMANCE STANDARD	BUILDER RESPONSIBILITY	YOUR RESPONSIBILITY
SITE GRADING	Settling of ground around foundation, utility trenches, or other areas.	Settling of ground around foundation, utility trenches or other filled areas shall not interfere with water drainage away from the home.	Fill those areas where proper drainage has been affected. This shall be done one time only, during the first year of the Warranty Period. The homeowner(s) shall be responsible for placement of all grass, shrubs and landscaping in the affected area.	
SITE DRAINAGE	Improper drainage of the site.	Necessary grades and swales will be completed to insure proper drainage away from the home. Standing or ponding water shall not remain for extended periods next to the home after a rain (generally no more than 48 hours). The possibility of standing water after a heavy rainfall should be anticipated. Grading determination shall not be made while there is front on the ground, or while the ground is saturated.	For initial establishment of proper grades and swales only.	Maintaining proper grades and swales once they have been properly completed. Damage caused by decks, pools, patios, planters, etc. You installed, which interfere with proper site drainage, are not covered. Erosion control is your responsibility.



2. CONCRETE

	POSSIBLE DEFICIENCY	PERFORMANCE STANDARD	BUILDER RESPONSIBILITY	YOUR RESPONSIBILITY
RANDOM CONCRETE RACKS	Random cracks in concrete.	Normal shrinkage due to the dehydration of the concrete can cause random cracking in concrete slabs.	None.	
CAST-IN-PLACE CONCRETE	Basement or foundation wall cracks.	Shrinkage cracks greater than 1/8 inch in width will be repaired.	Repair cracks in excess of 1/8 inch in width.	
	Cracking of basement floor.	Minor cracks in concrete basement floors are normal. Cracks exceeding 1/4 inch in width or 3/16 inch in vertical displacement shall be repaired.	Repair cracks exceeding maximum tolerances by surface patching or other methods as required. Builder is not responsible for color variation.	
	Cracking of slab in attached garage.	Cracks in garage slabs in excess of 1/4 inch in width or 1/4 inch in vertical displacement will be repaired.	Repair cracks exceeding maximum tolerances by surface patching, or other methods as required. Builder is not responsible for color variation.	
	Uneven concrete floors/slabs.	Except for basement floors or where a floor, or portion of a floor, has been designed for specific drainage purposes, concrete floors in rooms designed for habitability shall not have pits, depressions or areas of unevenness exceeding 1/4 inch in 36 inches.	Correct or repair deficiencies exceeding maximum tolerances. Builder is not responsible for color variation.	
	Cracks in concrete slab-on- grade floors with finish flooring.	Cracks which rupture the finish flooring material shall be repaired.	Repair cracks, so they are not readily apparent.	
	Cracks in concrete slab-on- grade floors with finish flooring. Pitting, scaling or spalling of concrete work covered under this Limited Warranty.	Concrete surfaces shall not disintegrate to the extent that the aggregate is exposed and loosened under normal conditions of weathering and use.	Take corrective action to repair or replace defective concrete surfaces. Builder is not responsible for deterioration caused by salt, chemicals, mechanical implements and factors not under Builder's control. Unless otherwise specified, Builder is not responsible for roof water run-off onto patios, walkways or driveways.	Avoid damaging the surface by the use of salts and chemicals not specifically designed for use on these surfaces.



	Heaving, or separating of stoops, steps or garage floors structurally attached to the Home.	Stoops, steps or garage floors should not settle, heave or separate in excess of 1 inch from the house structures.	Take whatever corrective action is required to meet the Performance Standard.	
	Standing water on stoops.	Water should drain from all outdoor stoops and steps. Minor water standing on stoops for a short period after rain is a possibility.	Provide proper drainage of steps and stoops. Builder is not Responsible for color variation of repair.	

3. MASONRY

	POSSIBLE DEFICIENCY	PERFORMANCE STANDARD	BUILDER RESPONSIBILITY	YOUR RESPONSIBILITY
UNIT MASONRY	Non-structural foundation wall cracks.	Small cracks not affecting structural stability are not unusual in mortar joints of masonry foundation walls. Cracks greater than 1/8 inch in width will be repaired.	Repair cracks in excess of 1/8 inch by pointing or patching. These deficiencies shall be reported and repairs made during the first year of the Warranty Period. Builder is not responsible for color variation.	
	Cracks in masonry walls or veneer.	Small cracks due to shrinkage are common in mortar joints in masonry construction. Cracks greater than 3/8 inch in width will be repaired.	Repair cracks in excess of 3/8 inch by pointing or patching. These repairs shall be reported to the Builder, but made close to the end of the first year of the Warranty Period to allow expansion, contraction and normal settling. Builder is not responsible for color variation.	Periodic sealing of mortar joint cracks to preclude water intrusion.

4. WOOD AND PLASTIC

	POSSIBLE DEFICIENCY	PERFORMANCE STANDARD	BUILDER RESPONSIBILITY	YOUR RESPONSIBILITY
ROUGH CARPENTRY	Floors or stairs squeak or sub-floor seems loose.	A squeak-proof floor/stair cannot be guaranteed.	Correct the problem only if caused by an underlying construction defect.	
	Uneven wood floors.	Floors shall not be more than 1/4 inch out of level within any 36-inch horizontal measurement.	Correct or repair to meet Performance Standard.	
	Bowed walls or ceilings.	Walls and ceilings shall not be more than 1/2 inch out of level within any 36-inch horizontal measurement, not including drywall corner bead.	Repair to meet the Performance Standard.	



	Out of plumb walls.	Walls should not be more than 1/4 inch out of plumb for any 36-inch vertical measurement.	Repair to meet the Performance Standard.	
FINISH CARPENTRY (INTERIOR)	Poor quality of interior trim workmanship.	Joints in moldings or joints between moldings and adjacent surface shall not result in open joints exceeding 1/8 inch in width.	Repair defective joints as defined. Caulking is acceptable. Builder is not responsible for color variation.	Periodic caulking of seams between baseboard and finished floor.
FINISH CARPENTRY (EXTERIOR)	Exterior finish siding has open joints between pieces of trim.	Joints between exterior trim elements, including siding and masonry, shall not result in open joints in excess of 3/16 inch.	Repair only once during the first year of Warranty Period. Caulking is acceptable.	Maintain the exterior finish by periodic caulking and painting.
	Inadequate clearance of wood siding from finished grade.	There should be a 6-inch clearance between the wood siding and the finished grade at the time of closing or first occupancy, whichever comes first.	There should be a 6-inch clearance between the wood siding and the finished grade at the time of closing or first occupancy, whichever comes first.	Maintain a 6 inch clearance between the siding and finished grade.
	Delamination of veneer siding or joint separation.	All siding shall be installed according to the manufacturers and industry's accepted standards. Separations and delamination's shall be repaired or replaced.	Repair or replace affected siding, as needed, unless caused by manufacturer's defect or Homeowner(s) neglect to maintain siding properly. Manufacturing defects are not covered under this warranty and must be reported to that manufacturer. Repaired area may not match in color and/or texture. For surfaces requiring paint, Builder will paint only the new materials. The Homeowner(s) can expect that the newly painted surface may not match original surface in color.	Maintain a 6 inch clearance between the siding and finished grade.



5. THERMAL AND MOISTURE PROTECTION

	POSSIBLE DEFICIENCY	PERFORMANCE STANDARD	BUILDER RESPONSIBILITY	YOUR RESPONSIBILITY
WATERPROOFING	Leaks in foundation and basement.	Leaks resulting in actual trickling of water shall be repaired. Leaks caused by improper landscaping or failure to maintain proper grades are not covered by this Limited Warranty. Dampness of the walls or floors may occur in new construction and is not considered a deficiency.	Take such action as necessary to correct covered leaks except where the cause is determined to result from Homeowner(s) action or negligence.	Maintain proper grades and drainage around the Home.
	Covered leaks in exterior wall not adequately sealed or caulked.	Joints and/or cracks in exterior walls and openings shall be sealed and/or caulked to prevent water penetration in accordance with industry standards.	Repair any deficiency once during the first year of the Warranty Period only. Builder is not responsible for color variation.	Maintain caulking and sealing in exterior walls.
	Microbial growth, mildew or fungus.	Microbial growth, mildew or fungus can form as a result of leaks or condensation. This is considered consequential damage.	None.	Microbial growth, mildew or fungus control is Your responsibility; see Homeowner Maintenance Manual available from THE BUILDER.
INSULATION	Insufficient insulation.	Insulation will be installed in accordance with local applicable energy and building code requirements or, as applicable, FHA and VA requirements.	Insulate the Home as required to meet local energy and building code requirements. This will not make a room sound proof.	
LOUVERS AND VENTS	Leaks due to snow or rain driven into the attic through louvers or vents.	Attic vents/louvers must be provided for proper ventilation of the attic space of the structure.	None.	
ROOFING	Ice build-up on roof.	During prolonged cold spells, ice build-up is likely to occur at the eaves of a roof. This condition occurs when snow and ice accumulate and gutters and Downspouts freeze up.	None	Prevention of ice build-up on a roof is a Homeowner(s) maintenance item.
	Roof or flashing leaks.	Roofs or flashing shall not leak under normally anticipated conditions, except where cause is determined to result from ice build-up or Your action or negligence.	Repair any verified roof or flashing leaks not caused by ice build-up or by Your action or negligence.	Maintain the roof and periodically remove leaves, pine needles and other debris from the roof surface, valley gutters and down spouts.
	Standing water on flat roof	Water shall drain from a flat roof except for minor ponding immediately following a rainfall unless the roof is specifically designed for water retention.	Take corrective action to assure proper drainage of roof.	



SHEET METAL	Gutters and/or downspouts leak.	Gutters and downspouts shall not leak but gutters may overflow during heavy rain.	Repair leaks one time during the first year of the Warranty Period. Caulking is acceptable.	Keep leaves and debris out of gutters and downspouts to assure proper water flow.
	Water standing in gutters.	When gutters are unobstructed by debris, the water level shall not exceed one (1) inch.	Correct to meet Performance Standard. Small amounts of water may stand in certain sections of gutter immediately after a rain.	Keep leaves and debris out of gutters and downspouts to assure proper water flow.

6. DOORS AND WINDOWS

	POSSIBLE DEFICIENCY	PERFORMANCE STANDARD	BUILDER RESPONSIBILITY	YOUR RESPONSIBILITY
WOOD AND PLASTIC DOORS	Warping of exterior doors.	Exterior doors may warp to some degree due to temperature differential on inside and outside surfaces. However, they shall not warp to the extent that they become inoperable or cease to be weather resistant.	Correct or replace and refinish defective doors during the first year of the Warranty Period. Repairs or replacements may not match the original door, but will match as closely as possible.	If You paint or stain the outside doors, the surfaces must be properly prepared before applying paint or stain.
	Warping of interior passage and closet doors.	Interior doors (full openings) shall not warp to the extent that the door becomes inoperable.	Correct or replace and refinish defective doors to match existing doors as nearly as possible during the first year of the Warranty Period.	
	Shrinkage of insert panels reveal raw or unpainted wood edges.	Panels will naturally shrink and expand and may expose unpainted surface(s).	None.	
	Split in door panel.	Split panels shall not allow visible light or weather intrusion through the door.	If light is visible, fill split and match paint or stain as closely as possible, one time in first year of the Warranty Period.	
	Malfunction of door locks and hardware.	Door locks and hardware shall operate as designed.	Correction of any defect shall be agreed upon prior to acceptance of the Home.	
GLASS	Glass broken or scratched.	If reported prior to first occupancy, glass or mirror surfaces shall not have scratches visible from 10 feet under normal lighting conditions.	Defective glass reported to the Builder prior to closing.	
SLIDING DOORS	Sliding doors do not operate properly.	The Builder will assure that sliding doors are installed according to manufacturer's specifications. It is acceptable for small amounts of water to stand in the bottom of the track for a period of time after a rain.	Adjust or repair inoperative sliding doors, one time only, during the first year of the Warranty Period.	Maintain the sliding doors per manufacturer's specifications. The slide tracks must be kept clean and free of debris, the rollers lubricated and adjusted.



GARAGE DOORS ON ATTACHED GARAGES	Garage doors fail to operate properly under normal use.	Garage doors shall operate properly.	Correct or adjust garage doors as required, except where the cause is determined to result from Your negligence. If You install a garage door opener, the Builder will no longer be responsible for the operation of the garage door.	Lubricate all moveable parts as mentioned in the operating manual.
	Garage doors allow intrusion of water or snow.	Garage doors will be installed as recommended by the manufacturer. Some intrusion of the elements can be expected under abnormal conditions.	Adjust or correct garage doors one time only, unless caused by Your negligence.	
WOOD, PLASTIC, AND METAL WINDOWS	Malfunction of windows.	Windows will operate with reasonable ease, as designed.	Correct as required.	Keep tracks and rollers cleaned, lubricated and adjusted.
	Condensation and/or frost on windows.	Windows will collect condensation on interior surfaces when extreme temperature difference and high humidity levels are present. Condensation is usually the result of climactic/humidity conditions, sometimes created by the Homeowner(s) comfort preference.	Unless attributed to faulty installation, window condensation is a result of conditions beyond the Builder's control. No corrective action required.	If a humidifier is installed, You will follow the manufacturer's recommendations for proper setting of the humidistat.
WEATHER-STRIPPING AND SEALS	Interior water seepage.	Caulking in areas where water is supplied, such as sinks, tubs, showers and hose bibs, is required to prevent water intrusion.	Once during the first year repair any area deemed to be deficient to meet the performance standard. Builder is not responsible for color variation.	Caulking is an on-going responsibility of Yours after the expiration of the 1-year warranty period.
	Air and/or water infiltration around doors and windows.	Infiltration is normally noticeable around doors and windows, especially during high winds. Poorly fitted weather-stripping shall be adjusted or replaced.	Adjust or correct improperly fitted doors, windows and weather stripping one time in the first year of the Warranty Period.	

7. FINISHES

	POSSIBLE DEFICIENCY	PERFORMANCE STANDARD	BUILDER RESPONSIBILITY	YOUR RESPONSIBILITY
LATH AND PLASTER	Cracks in interior wall and ceiling surfaces.	Hairline cracks are not unusual in interior wall and ceiling surfaces. Cracks greater than 1/8 inch in width are considered excessive.	Repair cracks exceeding 1/8 inch in width as required, one time only, during the first year of the Warranty Period. Builder is not responsible for color variation.	



GYPSUM WALL-BOARD (DRYWALL)	Defects, which appear during the first year of the Limited Warranty such as, nail pops, blisters in tape, or other blemishes.	Slight blemishes such as nail pops, seam lines and cracks not exceeding 1/8 inch in width are common in gypsum wallboard installations and are considered acceptable.	Repair only cracks exceeding 1/8 inch in width, one time only, during the first year of the Warranty Period. Builder is not responsible for color variations in the paint or differences in finished texture.	
CERAMIC OR MARBLE TILE	Ceramic or marble tile cracks or becomes loose or hollow sounding.	Ceramic or marble tile cracks or becomes loose as a result of expansion or contraction of the surface upon which it is placed. The Builder responsibility in this event should be discussed prior to closing (contract Homes) to avoid misunderstandings. Unless otherwise agreed, the following Builder responsibility applies.	Replace cracked tiles and resecure loose tiles only once during the first year of Warranty Period, unless the defects were caused by Your action or negligence. Builder will not be responsible for discontinued patterns or color variations in ceramic tile or grout. Hollow sounding tile is not considered a defect.	RegROUT cracks after initial repairs have been made.
	Cracks appearing in grouting of ceramic or tile joints.	Cracks in grouting of ceramic tile joints are commonly due to normal shrinkage conditions. Homeowner(s) is responsible for maintenance of grouted areas.	Repair grouting if necessary, one time only, during the first year of the Warranty Period. Builder will not be responsible for discontinued tile patterns, color variations, or discontinued colored grout. RegROUTing of cracks is a maintenance responsibility of the Homeowner(s) within the life of the Home.	
	Lippage of adjoining ceramic or marble tile.	Lippage (vertical displacement) in excess of 1/4 inch will be repaired, except where the materials are designed with an irregular height (such as hand-made tile).	Repair to meet the accepted tolerance. Builder will not be responsible for discontinued tile patterns, color variations, or discontinued colored grout.	
FINISHED WOOD FLOORING	Wood flooring does not adhere	Wood flooring shall not lift or become unglued.	Repair or replace, at Builder's sole option, the affected wood flooring as required. Builder shall not be responsible for color variation of wood flooring or for problems caused by Your neglect or abuse.	
	Cracks developing between floor boards.	Cracks in excess of 1/8 inch in width shall be corrected.	Repair cracks in excess of 1/8 inch within the first year of the Warranty Period by filling or replacing, at Builder's option.	
FINISHED ON-SITE WOOD FLOORING	Cupped or warped Flooring	Cups in strip hardwood floorboards shall not exceed 1/16" in height in a 3" maximum span measured perpendicular to the long axis of the board.	Builder to repair or replace any boards that have cupped in excess of the performance standard on hardwood floors. The Builder is not responsible for cupping caused by moisture beyond the control of the builder. There is no warranty for cupping on a pine or soft wood floor.	Purchase a thermo-hygrometer and maintain the ideal level of humidity below 60%. Installation of dehumidification and humidification equipment and air-to-air exchangers is an owner option.



RESILIENT FLOORING	Nail-pops appearing on the surface of resilient flooring	Readily apparent nail pops will be repaired.	Correct nail pops, which are above the surface. Repair or replace, at Builder's sole option, resilient floor covering in the affected area with similar material. Builder will not be responsible for discontinued patterns or color variations in the floor covering.	
	Depressions or ridges appear in the resilient flooring due to sub-floor irregularities.	Readily apparent depressions or ridges exceeding 1/4 inch in 36 inches shall be repaired. Visible cracks in the underlying slab are unavoidable and are considered acceptable.	Take necessary corrective action to bring the defect within acceptable tolerance so that the affected area is not readily visible. Builder shall not be responsible for discontinued patterns or color variations in floor covering.	
	Cuts and gouges appear in the surface of the resilient flooring.	The Builder will assure that the surface of the flooring does not have any observable cuts and gouges.	Repair cuts and gouges reported in writing prior to closing or first occupancy, whichever occurs first.	Protect the resilient floor surface by having chair and furniture protective devices installed and/or maintained.
	Resilient flooring does not adhere.	Resilient flooring shall not lift, bubble or become unglued.	Repair or replace, at Builder's sole option, the affected resilient flooring as required. Builder shall not be responsible for discontinued patterns or color variation of floor covering, or for problems caused by Your neglect or abuse.	
	Seams or shrinkage gaps show at resilient flooring joints.	Gaps shall not exceed 1/16 inch in width in resilient floor covering joints. Where dissimilar materials abut, a gap not to exceed 1/8 inch is permissible.	Repair or replace, at Builder's option, the affected resilient flooring as required. Builder shall not be responsible for discontinued patterns or color variation of floor covering, or for problems caused by Your neglect or abuse.	
PAINTING	Exterior paint or stain peels, deteriorates or fades.	Exterior paints or stains should not fail during the first year of the Warranty Period. Fading is normal and the degree is dependent on climactic conditions.	Prepare and refinish affected areas, if paint or stain is defective, matching color as close as practicable. Where finish deterioration affects most of a wall area, the whole area will be refinished.	Maintain the exterior surfaces per the manufacturer's specifications.
	Additional painting required due to other repair work that is the Builder's responsibility.	Painting repair required under this Warranty shall be finished to match surrounding areas as closely as practicable.	Refinish repair area as indicated.	Purchase a thermo-hygrometer and maintain the ideal level of humidity below 60%. Installation of dehumidification and humidification equipment and air-to-air exchangers is an owner option.
	Deterioration of varnish or lacquer finishes.	Natural finishes on interior woodwork shall not deteriorate during the first year of the Warranty Period. Varnish type finishes used on the exterior will deteriorate rapidly and are not covered by this Warranty.	Retouch affected areas of natural finish interior woodwork, attempting to match the color as closely as practicable.	Maintain these surfaces per the manufacturer's specifications.



	Mildew or fungus on painted surfaces.	Mildew or fungus may form on a painted surface if the structure is subject to abnormal exposures or weather conditions.	None. Mildew or fungus is a condition the Builder cannot control.	Mildew control is Your responsibility. You are responsible for cleaning and maintaining surfaces in order to minimize the presence of mildew and fungus. See Homeowner's Maintenance Manual (available from THE BUILDER) for additional info.
WALL COVERING	Peeling of any wall covering.	Peeling of wall covering shall not occur.	Repair or replace defective wall covering applications.	
CARPETING		Not a construction defect, and should be called to Builders attention prior to closing. Wall to wall carpeting, when stretched, shall not come loose from the point of attachment. Carpet seams may show but no separation at seam should occur.	None. Correct if original installation was at direction of the Builder.	
	Spots on carpet, minor fading.	Exposure to light can cause spots on carpet and/or minor fading.	None.	
	Edge mismatching in pattern of wall covering and/or other floor coverings.	Not a construction defect and should be discussed with the Builder prior to closing.	None.	
ROOF TILE	Broken roof tile.	Not a construction defect and should be called to Builder's attention prior to closing.	Improper treatment can cause roof tile to crack. Broken roof tile not reported to the Builder prior to closing is Your responsibility.	
ROOF SHINGLES	Sheathing nails have loosened from framing and raised asphalt shingles.	Nails shall not loosen from roof sheathing to raise asphalt shingles from surface.	Repair all areas as necessary to meet the Performance Standard.	Purchase a thermo-hygrometer and maintain the ideal level of humidity below 60%. Installation of dehumidification and humidification equipment and air-to-air exchangers is an owner option.

8. SPECIALTIES

	POSSIBLE DEFICIENCY	PERFORMANCE STANDARD	BUILDER RESPONSIBILITY	YOUR RESPONSIBILITY
LOUVERS AND VENTS	Inadequate ventilation of attics and crawl spaces.	Attic/crawl spaces shall have a ventilation area as required by the approved building code.	Provide for adequate ventilation under code. Builder is not responsible for any alterations to the system.	
ORNAMENTAL RAIL		Handrails and railings shall withstand structural loading as determined by allowable design working stresses of material based on approved building code.	None.	



FIREPLACES	Fireplace or chimney does not draw properly.	Properly designed and constructed fireplaces and chimneys will function properly. It is normal to expect that high winds can cause temporary negative draft situations. Similar negative draft situations can also be caused by obstructions such as large branches of trees too close to the chimney. Some Homes may need to have a window opened slightly to create an effective draft when the Home has been insulated and weatherproofed to meet energy conservation criteria. Any existing manufacturing warranty will exclude coverage from this warranty.	Where there is a fireplace or chimney malfunction, the Builder will determine the cause and correct it, if the problem is one of construction.	
	Chimney separation from structure to which it is attached.	Newly built fireplaces will often incur slight amounts of separation. Separation shall not exceed 3/8 inch from the main structure in an 8-foot vertical measurement.	Determine the cause of separation and correct if standard is not met (one time only). Caulking is acceptable.	
	Firebox paint discolored by fire or heat.	None.	None. Heat from fires will alter finish.	
	Cracked firebrick and mortar joints.	None.	None. Heat and flames from "roaring" fires will cause cracking.	
CABINETS & COUNTERTOPS	Surface cracks, delamination and chips in high pressure laminate on vanity/kitchen cabinet countertop.	Countertops fabricated with high-pressure laminate coverings shall not delaminate.	Replace delaminated coverings to meet specific criteria. Builder will not be responsible for chips and cracks unless noted prior to closing.	Maintain these surfaces according to manufacturer's specifications. Joints in a laminate surface should be caulked to maintain a proper moisture barrier to assure proper performance of the covering. See Homeowner's Maintenance Manual (available from THE BUILDER) for additional information.
	Kitchen cabinet door and/or drawer malfunctions.	Warpage not to exceed 1/4 inch as measured from face frame to furthestmost point of warpage with door or drawer front in closed position.	Correct or replace doors or drawer fronts. Builder is not responsible for color variation.	
	Gaps between cabinets, ceiling or walls.	Acceptable tolerance shall not exceed 1/4 inch in width.	Correct to meet Performance Standard. Caulking is acceptable. Builder is not responsible for color variation.	



9. PLUMBING

	POSSIBLE DEFICIENCY	PERFORMANCE STANDARD	BUILDER RESPONSIBILITY	YOUR RESPONSIBILITY
PLUMBING-WATER SUPPLY SYSTEM	Plumbing pipes freeze and burst.	Drain, waste/vent and water pipes shall be adequately protected, as required by code, during normally anticipated cold weather, and as defined in accordance with ASHRAE design temperatures to prevent freezing.	Correct to meet the code.	Drain or otherwise protect lines and exterior faucets exposed to freezing temperatures.
	Water Supply System fails to deliver water.	All connections to municipal water main and private water supply (except equipment, pumps, motors, valves, switches, and related items) shall be the Builders responsibility. Private systems shall meet applicable codes at time of construction.	Private systems shall be designed and installed in accordance with approved building, plumbing and health codes. Builder will repair if failure is the result of defective workmanship or materials. Builder has no responsibility for elimination of the sources of supply when the problem is beyond Builder's control. The Builder is not responsible for water quality.	
	Leakage from piping.	No leak of any kind shall exist in any soil, waste, vent, or water pipe. Condensation does not constitute leakage.	Make repairs to eliminate leakage.	
	Stopped up sewers, fixtures and drains.	Sewers, fixtures and drains will operate properly.	Where defective construction is shown to be the cause, Builder will assume the cost of the bill repair. Builder shall not be responsible for sewers, sewer systems, fixtures and drains, which are clogging through Your negligence.	If a problem occurs, consult Your Builder for a proper course of action. When Your negligence is showing to be the cause, You shall assume all repair costs.
	Leak in faucet and drains.	Valves or faucets shall not leak due to defects.	Repair or replace leaking faucets or valves when due to a defect in workmanship were material. You are responsible for maintenance. Fixtures covered by manufacturing warranty are not covered by this warranty.	
	Noisy water pipes.	There will be some noise emitting from the water pipe system due to the full of water.	Eliminate "water hammer" or excessive noise only if due to improper installation. Builder cannot remove all water flow noises and pipe expansion.	



	Septic system fails to operate properly.	Septic system shall be designed and installed to comply with applicable, approved code requirements. Septic system shall function adequately and handle properly designed a flow of household a effluent specified by the governing health and building department regulations in effect at the time of construction and during all seasons, under normal local climatic conditions. Approval of the governing regulatory authority at the time of construction show evidence Builders compliance with this standard.	Repair or correct malfunctioning or non-operating systems, a failure is caused by inadequate designed, faulty installation, or other cause relating to actions of the Builder or Builders contractors, or subcontractors. Builder will not be responsible for system malfunction or damage, which is caused by Your negligence, lack of system maintenance, or other causes attributed to actions of You or Your contractors, not under the control of the Builder. These included, but are not necessarily limited to the addition of fixtures, items of the equipment, appliances, pumps, motors, valves or switches, or other sources of water or water in the plumbing system served by the septic system and damage, or changes, to the septic system installation were surrounding soil conditions that may be critical to the systems functioning.	Properly maintain the system by maintaining proper grades, landscaping, gutters and protecting the area from heavy vehicular traffic, which could cause the soil compaction. Septic tanks may need to be pumped during periods of excessive use or extended rainfall. Seek a reliable septic tank contractor for this service. In the case of dispute, if Builder has obtained approved permits from the governing health authority, You must provide proof system was installed improperly.
	Cracking or chipping of porcelain or fiberglass.	Chips and cracks on services of bathtubs/sinks can occur when hit by sharp or heavy objects.	Builder will not be responsible for repairs on less damage has been reported to Builder prior to closing and/or listed on the original "walk-through/punch list".	

10. HEATING

	POSSIBLE DEFICIENCY	PERFORMANCE STANDARD	BUILDER RESPONSIBILITY	YOUR RESPONSIBILITY
	Inadequate heating	Heating system shall be capable of producing an inside temperature of 70 degrees F, as measured in the center of each room at a height of 5 feet above the floor. Federal, state or local energy codes shall supersede this standard where such codes have been locally adopted.	Correct heating system to provide the required temperatures	Maintain the heating system and assure that air filters are cleaned/changed per manufacturer's recommendations. Balance the dampers and registers to assure proper air distribution. See Homeowner's Maintenance Manual for additional information.



11. COOLING

	POSSIBLE DEFICIENCY	PERFORMANCE STANDARD	BUILDER RESPONSIBILITY	YOUR RESPONSIBILITY
	Inadequate cooling.	Where air-conditioning is provided, the cooling system shall be capable of maintaining summer design conditions as specified in ASHRAE handbook. In the case of outside temperatures exceeding 95 degrees F, a differential of 15 degrees F is acceptable. Federal, state, or local energy codes shall supersede this standard where such codes have been locally adopted.	Builder shall correct cooling system to meet temperature conditions in accordance with specifications.	The Homeowner(s) will maintain the cooling system and assure that air filters are cleaned/changed per manufacturer's recommendations. Balance the dampers and registers to assure proper air distribution. See Homeowner's Maintenance Manual available from THE BUILDER for additional information.
	Cooling lines leak.	Cooling lines shall not develop leaks during normal operation.	Repair lines leaking refrigerant and re-charge unit, unless damage has been caused by the events or occurrences caused by You.	

12. CONDENSATION LINES

	POSSIBLE DEFICIENCY	PERFORMANCE STANDARD	BUILDER RESPONSIBILITY	YOUR RESPONSIBILITY
	Clogging of condensation lines.	None. Condensation lines will clog eventually under normal use.	Provide unobstructed condensation lines at time of first occupancy.	Maintenance is required. See Homeowner's Maintenance Manual (available from THE BUILDER) for additional information.

13. AIR DISTRIBUTION

	POSSIBLE DEFICIENCY	PERFORMANCE STANDARD	BUILDER RESPONSIBILITY	YOUR RESPONSIBILITY
	Noisy ductwork.	When metal is heated it expands and when it cools it contracts. The result is a cracking sound, which is generally to be expected.	None.	Maintenance is required. See Homeowner's Maintenance Manual (available from THE BUILDER) for additional information.
	Cooling lines leak.	Cooling lines shall not develop leaks during normal operation.	Repair lines leaking refrigerant and re-charge unit, unless damage has been caused by the events or occurrences caused by You.	



14. ELECTRICAL

	POSSIBLE DEFICIENCY	PERFORMANCE STANDARD	BUILDER RESPONSIBILITY	YOUR RESPONSIBILITY
ELECTRICAL CONDUCTORS, FUSES AND CIRCUIT BREAKERS	Failure of wiring to carry its designed load to the electrical box.	Wiring should be capable of carrying the designed load to the electrical box under normal residential use.	Check wiring for conformity with local, state, or approved national electrical code requirements. Builder shall repair wiring not conforming to code specifications.	
	Fuses blow or circuit breakers "kick out" (excluding ground fault interrupters).	Fuses and circuit breakers shall not activate under normal usage.	Check wiring circuits for conformity with local, state, or approved national electrical code requirements. Builder shall correct wiring not conforming to code specifications.	
OUTLETS, SWITCHES AND FIXTURES	Drafts from electrical outlets.	Electrical junction boxes on exterior walls may produce airflow whereby the cold air can be drawn through the outlet into a room. The problem is normal in new Home construction.	None.	
	Defective wiring to electrical outlets, switches or fixtures.	Wiring to electrical outlets, switches and fixtures should operate as intended.	Check wiring and connections and repair. Builder is not responsible for defective or malfunctioning pieces of equipment.	
SERVICE AND DISTRIBUTION	Ground fault interrupter trips frequently.	Ground fault interrupters are sensitive safety devices installed into the electrical system to provide protection against electrical shock. These sensitive devices can be tripped very easily.	Install ground fault interrupter in accordance with approved electrical code. Tripping is to be expected and is not covered unless due to faulty installation.	



REGULAR CARE AND MAINTENANCE

Your Home requires an active maintenance effort on the Homeowner's part to reduce the likelihood of damage or neglect, improper maintenance, or abnormal use. Various regions of the country have different maintenance issues.

NOTE: Damage caused or made worse by Homeowner negligence, improper maintenance or improper operation is excluded under this Limited Warranty.

LANDSCAPING

To properly care for Your lawn, we recommend You purchase a book on lawn and garden care. Your lawn and or shrubs will need regular and consistent attention. After final settlement, we cannot be held responsible for upkeep of Your lawn.

If You choose to install a sprinkler system, we are not responsible for site conditions, such as rock, which may affect the cost of such systems.

SEEDED LAWNS

If Your contract included a lawn package, You will receive a starter lawn. The most important time for Your yard will be the first 30 days. Begin watering immediately to establish a moist soil condition, preferably in the morning. After this, water every day to maintain a moist soil surface for 20 to 30 days. In hot weather, disease and fungus will attack wet grass, so You must allow the grass time to dry off before nightfall. The amount of water Your lawn requires will vary depending on the type of soil, temperature, humidity, wind and amount of rain.

It is important to keep the lawn mower blade sharp when cutting new grass, so that grass blades are cut, rather than torn and pulled. Minimum cutting height of 3 inches is recommended. Do not rake newly seeded yards, instead, bag and collect clippings to encourage new growth. Starter lawns will have areas that require You to spot seed. Also, stones which surface to the top are normal and should be removed by hand.

Seeded lawns will need to be fertilized or limed. Do not fertilize in hot weather, and always water after fertilizing. The most important item Your new lawn will need is water, water and more water. **THE BUILDER'S Limited Warranty does not include the replacement of seeding or sod.**

SODDED LAWNS

Sod must be kept moist until it is well established (roots grown into the soil) which usually takes about 4 weeks. After the turf begins to grow, reduce watering to 2-3 times per week. Leave sprinkler in the same spot for 1 hour or until the ground is fully saturated. Once Your lawn is established, then You can cut, water, and fertilize as You would an established lawn.

Sodded lawns will need to be fertilized or limed. Do not fertilize in hot weather, and always water after applying fertilizer.



TREES AND SHRUBS

Water Your trees & shrubs every other day for the first week while making sure to soak the root ball of each tree or plant. If the temperature is above 85 degrees, water twice per week and if the temperature is below 85 degrees, water once a week. It is important to soak the plants and not just sprinkle water on the top of the mulch or pine straw. Trees need 5 gallons of water per week, more if it is hot. Shrubs and trees will need pruning and fertilizing.

Trees and shrubs are not warranted by THE BUILDER, whether pre-existing or planted by us.

MICROBIAL GROWTH

Microbial growth is a naturally occurring phenomena which is spread by microscopic spores. Homes cannot be designed to exclude the possibility of spores circulating within the house and the subsequent development of microbial growth. In order for microbes to grow, it will require a food source (i.e. fabric, carpet, drywall, and wood, among others) and moisture. A Homeowner should minimize moisture within the Home in order to minimize microbial growth. There are many possible sources of moisture within a home including, but not limited to, humidity, condensation, leaks, spills and overflows. Some or all of these sources of moisture can be prevented through good maintenance and housekeeping practices. It is important to note that if the source of moisture is not minimized within 48 hours, microbial growth can develop.

A Homeowner has a continuing obligation to minimize the potential for microbial growth and minimize its development. Preventative practices include:

1. Regular vacuuming and cleaning of the house, following manufacturers recommendations for specific products.
2. The use of exhaust fans, air conditioner and taking other steps to evaporate or facilitate the evaporation of moisture during seasons of high humidity, such as late spring, summer and early fall, to minimize the humidity within the Home.
3. Inspect for leaks within Your Home on a regular basis, looking for wet spots, discoloration, musty odors and any visible signs of microbial growth. Particular care should be taken to the inspection of condensation pans in refrigerators and air conditioners. All leaks should be repaired promptly.
4. Any spills, puddles or other sources of water should be cleaned up and dried as soon as possible. Under no circumstances should water be allowed to pool or stand in Your Home. Any material that cannot be dried, including drywall, insulations, padding and carpeting, should be replaced promptly.
5. Use exhaust fans while cooking or using the shower.

Should microbial growth develop, the affected areas should be cleaned with proper cleaning solutions. Materials that cannot be cleaned effectively should be discarded. If microbial growth is severe, services of a professional cleaner should be utilized.

As Your builder, we should only be contacted where sources of moisture are a direct result of a building defect or mechanical problem within the applicable warranty period. Such notification must be given within 24 hours in order to minimize the possibility that the source of moisture will lead to microbial growth development. We will not be responsible for any damages caused by microbial growth or by any other agent arising from or connected with the microbial growth for property damage, personal injury, emotional distress, death or adverse health effects.



ICE DAMMING

During severe winter weather conditions, ice and snow build up is likely to occur at the eaves of the roof. This condition occurs when snow and ice accumulate or gutters and downspouts freeze.

It is important to check the gutters in the spring and fall, since the most serious damage to Your home will result in the winter if gutters and downspouts are obstructed. It is the Homeowner's responsibility to keep gutters and downspouts clear of limbs, leaves, balls, and other obstructions which can stop the downspout from functioning properly.

In the winter, ice buildup at gutters can pull the gutters loose from the Home. Ice buildup can also cause water to back up under the shingles and leak into the Home. The installation of gutter guards may aggravate ice damming problems. Also, we will not remove ice damming from the roof. You may want to discuss coverage for this kind of possible damage with Your insurance agent when selecting a homeowner's insurance policy.

SUB SURFACE DRAINAGE MATERIALS

We have damp proofed the outside of the foundation below grade with a damp proofing material. In most locations, we have installed exterior perimeter drainage to redirect water that may accumulate at the base of the foundation walls. It is important that You keep the ends of these drain relief pipes clear, so that water flowing away from the foundation is not blocked. We have established the grade around the outside of Your Home to carry water away from Your Home.

SURFACE DRAINAGE

Proper grading is essential to provide and maintain a dry foundation. We have provided proper drainage around Your Home in general conformance with the approved site plan as determined by local requirements. In some cases, the addition of swales and mounding around the outside of the foundation wall may have been necessary. It is important that the established grades be maintained, and the swales remain clear, so that surface water may flow away from Your Home. Gutters, downspouts and splash blocks should be kept clean and maintained to divert water away from the foundation of the Home.

Within the first year the Homeowner may have to fill any settled areas to include water, electric, sewer and gas lines.

Homeowner will be responsible to put any disturbed landscaping (sod, seed, bushes) which is disturbed by the filling activities.

IMPROPER DRAINAGE OF THE SITE

The necessary grades and swales shall have been established by THE BUILDER to insure proper drainage away from the Home. Standing or ponding water shall not remain for more than 48 hours in the immediate area after a rain; except in swales which drain other areas. The possibility of standing water after an unusually heavy rainfall should be anticipated. No grading determination will be made while there is frost or snow in the ground, or while the ground is saturated.



We are responsible for establishing the proper grades and swales in the areas disturbed by construction. The Homeowner is responsible for maintaining such grades and swales once they have been established by The Builder.

NOTE: Ponding water is defined as visible surface water standing in low spots in the yard, (not identified as permanent erosion measure) generally 48 hours after hard rain, and more than 48 hours in swales and other drainage areas on the site plan.

Certain government restrictions may prohibit THE BUILDER from entering onto undisturbed areas of Your Home site; therefore, these areas must remain in their natural state regardless of providing positive drainage.

Ponding or drainage caused by clearing, grubbing, raking etc. by the Homeowner or neighboring Homeowners is not THE BUILDER'S responsibility.

DRAINAGE SYSTEM FOR CRAWL SPACE HOMES

A crawl space drainage system prevents water from accumulating under the concrete floor. A perimeter drain is used to carry water away from the foundation.

This drain usually a black 4" plastic pipe, runs from on top of the footing and is stubbed out into the yard at a point lower than the lowest positive drain location in the crawlspace. Special consideration should be given to this gravity-type drain at and following pre- settlement.

- Make a visual inspection to be sure end of drain is free of debris. If water is not free to come out, the water could back up in Your basement or crawl space.
- This drain is cut to the ground level after the yard is landscaped and will not be highly visible from the street. Do not move the pipe, as You could rest it at a level too high to allow the water to drain, causing it to backup into the basement or crawl.

DRIVEWAYS

Low spots in concrete are normal and can be broom swept after rain. Fibers may be seen on the surface of concrete driveways and garage slabs where fiber-mesh is used. Cracks, breakage or collapse of concrete resulting from ground erosion, weather events or normal wear and tear occurring on or after the Warranty Start Date cannot be anticipated by Your Builder during construction.

NOTE: Your Builder is not responsible for repairing or replacing driveways as a result of cracks, breakage or collapse of concrete that occurs on or after the Warranty Start Date. THE BUILDER'S Limited Warranty does not include the replacement or repair of driveways.

Salt and other de-icing chemicals used to melt snow or ice cause pitting and discoloration in concrete. Even if You do not use salt, it can be tracked on to concrete surfaces from the street on feet or car tires. **Damage to any concrete surface from the use of salt is not covered under THE BUILDER'S Limited Warranty.** In order to protect concrete from surface discoloration, an application of a concrete sealant is recommended and is available at most hardware or masonry supply houses.



STAINS ON CONCRETE CAUSED BY CURING/SEALING AGENTS, LAWN FERTILIZER OR OTHER CHEMICALS

These products can stain concrete, but usually fade with exposure to sunlight and weather; therefore, THE BUILDER is not responsible for this occurrence.

BASEMENT/GARAGE FLOORS

Concrete will expand and contract due to changing temperatures. Cracks are normal and are best left alone. Because of the nature of the concrete materials, some minor low spots may occur. Therefore, some sections of the concrete will have to be broom swept to remove water. Cracks or low spots will not affect the overall strength of the floor. Color variation of concrete is normal and color will become more uniform with age.

Items that are susceptible to moisture should not be stored on the concrete floors.

SUMP PUMPS

- The sump pump will come on when the water level is about 1" above the pump handle.
- It is recommended to clean the sump pump during the first year. Remove any debris that may accumulate and could clog the water inlet.

WELLED EXITS- (If applicable)

- It is very important to maintain the cleanliness of the welled opening or exit. Debris can clog the drain which will cause water to build up in the well and eventually cause water to leak through the door/window opening or exit.

CRAWL SPACE

Crawl spaces are usually finished with a plastic vapor barrier that will not support microbial growth or allow humidity into the space. Maintaining an ideal humidity of 60% or less is most desirable for the health of the space. It is strongly recommended that a thermo-hygrometer be purchased to measure the temperature and humidity levels.

BRICK/STONE VENEER

Please refrain from planting ground cover or ivy which could creep up the foundation wall. As a result, it dilutes the strength of the wall of mortar on the brick or stone.

THE BUILDER cannot be held responsible for the appearance of cracks resulting from vegetation, efflorescence or other Homeowner maintenance items.

ORNAMENTAL RAILS

Ornamental iron rails, due to their location, are often exposed to severe climate conditions which can cause rusting. Inspection of railings should be made annually, and any rust areas should be part of Your normal maintenance schedule.

Extended periods of rust on these rails when left untended, often lead to unsightly rust wash/drip down on concrete and masonry surfaces. No rust should be visible at the final service inspection.



Homeowner should spot sand rust areas, seal with red oxide metal primer and paint to match.

ROUGH CARPENTRY

Wood is affected by heat and cold, which may expand with weather changes. It may also shrink under extreme dryness or swell with extreme humidity.

Your new Home has been built with top quality lumber, which has been kiln dried to help restrict the woods movement. However, some shrinkage and swelling is unavoidable. The areas that are primarily affected by lumber movement will be floors, ceilings, moldings, baseboards, flooring and drywall.

FLOOR SQUEAK OR SUBFLOOR APPEARS TO BE LOOSE

Floor squeak and loose subfloor are often temporary conditions common to new home construction; therefore, a squeak free floor cannot be guaranteed.

DAMP PROOFING

Your basement is protected against leakage for a period of 1-year. Leaks caused by changes in the landscaping installed by the Homeowner, or failure of the Homeowner to maintain proper grades are not covered by this warranty.

It is recommended to avoid planting shrubbery too close to the foundation. Soil in shrub beds should be packed and banked so the water will drain away from Your Home.

NOTE: Leakage is defined as actual trickling of water through the walls and onto the basement floor or seeping through the floor.

Dampness of the walls or floors may occur in new construction and is not considered a deficiency. Ground water is a naturally occurring phenomenon which may fluctuate during certain seasons and weather conditions. In crawl space construction, we install a positive drain through the foundation or into a sump crock to help evacuate the collection of water within the crawl space. A polyethylene vapor barrier has been installed over the ground to help prevent the development of excessive humidity in the crawl space.

It is the Homeowner's responsibility to maintain the systems installed in the Home to minimize water infiltration. The Homeowner should periodically inspect the positive drain in the crawl space for obstructions such as debris. The Homeowner should do the same for drain overflow or sump pump as well as inspect the vapor barrier in the crawl space to insure it is not damaged.

ROOFS, GUTTERS & DOWNSPOUTS

If the roofing material on Your new Home is composition shingles, it will be a "seal down" shingle. These shingles have mastic applied to the underside of the shingle. Once the sun hits the roof, the mastic seals the upper shingle to the one beneath it.

Special care should be taken to avoid damaging Your roof when installing satellite dishes. A careless job can cause serious leaks. Excessive walking on the roof can cause damage. If shingles become loose, consult THE BUILDER or a roofing contractor for repair. Also, roof trusses are not designed as storage space.



NOTE: All roofing and flashing should be checked twice a year in order to maintain a good watertight condition. Homeowners should take care when checking flashing and vents for cracked sealant, wind damage and protruding nails. Shingles should be checked for loose or damaged sections. It is important to maintain sealant where flashing meets the brick.

If wind gusts exceed 50 MPH during Your warranty period causing loose or damaged shingles - these will not be replaced or repaired under our warranty. You will need to contact Your insurance company for any high wind damage to Your shingles.

ROOF OR FLASHING LEAKS

Roofs or flashing will not leak under normally anticipated conditions, except when resulted from ice build-up, high winds or Homeowner negligence.

LOUVERS & VENTS

Soffit and ridge vents must be kept clear/open to minimize build-up of humidity which could cause movement of certain framing members within the structure.

INADEQUATE VENTILATION OF ATTICS AND UNCONDITIONED CRAWL SPACE

Attic and crawl spaces shall be ventilated as required by the approved building code. THE BUILDER will provide for adequate ventilation but will not be responsible for alterations to the original system.

SIDING & TRIM

All exterior materials on Your Home require periodic maintenance. Some materials such as prefinished siding should be washed to maintain their appearance and remove airborne materials that can damage the finish. Other materials such as synthetic siding and trim must be repainted or re-stained periodically. The durability of paint finish will vary depending upon climate, exposure and other factors. Paints or stains extend the life of the surfaces, reduce mildew and help achieve the color effect desired from Your siding and trim. Failure to maintain the painted surfaces of Your Home can result in stain damage and mildew.

The aluminum or vinyl siding of Your Home is characterized by its maintenance saving finish. The finish reduces costly priming and painting. It is recommended to occasionally wash Your siding using a mild detergent (no bleach) and a soft brush or cloth. Shutters on Your Home can be washed in the same manner as siding.

CAULKING

Caulking around all exterior openings should be inspected by the Homeowner every spring and fall. Caulking can easily be repaired with caulking compound which can be purchased at a hardware store.

CONDENSATION & HUMIDITY

Relative humidity is the percentage of water vapor in the air compared to the maximum amount of water vapor that could possibly be present in the air at a given temperature. As temperature increases, the capacity of air to hold moisture increases. For example, there is more actual moisture in 70 degrees air with 40%



relative humidity than there is in 0 degrees air with 40% relative humidity.

The “tightness” of the Home restricts outdoor air from entering and lowering the relative humidity. Because of the restriction of outside air flow, moisture introduced into the Home has less chance to escape and may create a high humidity condition in Your Home. As moisture levels increase, condensation could form on windows, glass doors, basement walls or pipes in the basement.

It is recommended to keep windows locked when not in use and to keep the window weep holes clean and open.

CONDENSATION OR FROST ON WINDOWS

Windows will collect condensation on interior surfaces when extreme temperature differences and high humidity levels occur. Condensation is usually the result of climatic/humidity conditions created by the Homeowner.

WINDOWS

Windows should be maintained by keeping the sill and side tracks clean and spraying any side tracks with silicone spray. Vinyl liners and jambs should not be painted.

INTERIOR & EXTERIOR DOORS

Your new Home is equipped with a variety of door types. Each door will respond differently under various weather and humidity conditions. The exterior doors are equipped with a weather-stripping which provides maximum seal against air filtration.

Occasional spraying of graphite into key slots of lock sets, tightening of lock set screws and keeper adjustment will assure You of proper operation of Your door locks. The sweep weather-stripping at the bottom of the door may require periodic adjustment or replacement as the material wears.

Sliding glass doors will provide many years of service if the recommendations below are followed:

- Periodic cleaning of the bottom track will allow the sliding panels to move freely.
- Occasional application of household “3-in-one” oil or silicone spray along the bottom track.
- Make sure the drain holes are clear allowing rainwater to flow out of the track.
- Refrain from direct high pressure from a hose

With respect to interior wood doors, a certain amount of expansion and contraction in width is normal due to the changing temperature and humidity. Doors will be wider during summer and humid conditions and narrower in dry weather conditions.

GARAGE DOORS

The moving parts of garage doors should be oiled, and the torsion spring greased about every three months. The screws that tighten the hardware to the door should be tightened about once a year or as necessary. Garage door openers added after closing may affect the operation of the garage door and may void the warranty.



DRYWALL

Drywall is used to cover Your interior walls. Drywall can take the normal hard ware of family life, but if damage occurs, it can easily be repaired with spackling and sandpaper.

The drywall installed in Your Home should maintain a uniform and consistent appearance viewed 4-6' from the surface under normal lighting conditions.

CARE OF DRYWALL

Drywall can take the normal hard wear and tear of family life, but if damage occurs it can be easily repaired with spackling compound and find sandpaper.

The drywall installed in Your Home should not show imperfection under normal lighting conditions viewed 4-6' from the surface. However, the nature of drywall is that it will show surface irregularities. In general, when installing custom paints in Your Home; gloss, semi- gloss and other high sheen paint products can highlight surface irregularities as well.

1 YEAR DRYWALL SERVICE

YOU ARE RESPONSIBLE FOR SCHEDULING THE 1 YEAR DRYWALL SERVICE. Ken Harvey Homes will not reach out to You to schedule this service. This service will not take place unless You reach out to Ken Harvey Homes to schedule it.

NOTE: For convenience, KHH suggests scheduling the 1 Year Drywall Service in coordination with your 11-Month Walkthrough.

Ken Harvey Homes, LLC and its paint subcontractor will try it's best to reduce the dust in Your Home during and immediately after Your 1-year service. However, we cannot guarantee that the Home will be dust free after this service due to the dust caused by sanding drywall. Neither KHH nor the drywall/paint company will be responsible for sending a cleaning crew after the 1-year service. By requesting the 1-year drywall and paint service You accept that Your Home will be dusty and may need to be cleaned after the repairs are completed.

CERAMIC TILE/TUB/SHOWER

A separation between the tub and the wall tile or cracking of joints between ceramic tile and tub and shower stall corners may occur because of moisture as well as thermal expansion and contraction. The weight of water and a bath taker also contribute to such separation. This occurrence is normal but can be remedied by simply removing the old grouting and filling the crack with new grouting. Grout should be inspected every three months depending on living habits and maintenance.

Normally, a wipe with a damp cloth will keep the tub/shower surface clean. Heavy accumulations of film can be removed with a detergent or tile cleaner, but a nonabrasive cleaner is recommended. An automotive pump spray wax may be used to bring out the luster in these products.



TILE FLOORS

Some cracking or chipping of the grout is normal, due to shrinkage and normal deflection of the subfloor. Repair is simple, by filling with a commercial grouting of the same color. Although durable, caution is advised to avoid cracking tiles with heavy objects.

It is recommended to install a “ceramic seal and finish” product immediately after You move into Your new Home and every two years thereafter. This sealing will reduce stains and discoloration of the grouting.

FINISHED WOOD FLOORING

Due to the natural characteristics of wood products, some squeaks in the flooring can be expected. If hardwood is used as flooring, some minor separations between the boards may occur due to shrinkage of the material which is common and will vary with temperature and humidity levels. Some color fading irregularities may occur due to sunlight exposure. A vertical displacement between the boards no greater than the thickness of a credit card is considered accepted within the industry. The hardwood finished surface can be scratched. Care must be taken to protect the surface.

NOTE: Chair/table legs, large dogs and high heel shoes will cause damage to the surface.

PAINTING

Maintenance of all exterior materials on the Home should be done by the Homeowner periodically. Paints or stains extend the life of the painted components on the exterior of the Home.

Mildew or fungus will form on almost any surface if the structure is subject to high humidity or high moisture conditions. The formation of mildew or fungus is the Homeowner’s responsibility to maintain.

CARPETING

Carpet maintenance should be tailored to the specific fiber used in the carpet. Generally, carpet care includes vacuuming and prompt attention to spills. Our carpets are selected for their ability to withstand normal wear and tear with minimum care.

Seams and color variations may be evident depending on the style of carpeting and the pile fiber chosen. Some color fading may occur due to constant exposure to direct sunlight. Closing drapes during certain times of the day will help prevent such fading.

THE BUILDER cannot be responsible for stains, color variation or damage due to Homeowner negligence or pet stains.

HARDWARE

Certain types of interior/exterior hardware are painted or coated to take on an appearance of brass or other colors. These types of finishes are commonly used for electrical fixtures, plumbing fixtures, door knobs, kick plates, etc. and have a tendency to fade, rub off, discolor or tarnish. Brass finishes should be wiped down with a damp sponge and coat with a non-abrasive polish.



The manufacturer applies a protective coating to the plated surface of brass, bronze and other antique finishes. Over time the protective lacquer may deteriorate either from exposure to weather, climate extremes, frequency of use or other factors.

Tarnishing or excessive wear of these finishes is not a defect, but a normal process which is unavoidable. Under these circumstances, these finishes can't be guaranteed; therefore, products will not be repaired or replaced. The manufacturer's warranty may exceed our warranty, however.

Brass finishes tarnish over time due to exposure to climatic conditions, human perspiration and frequency of use; therefore, THE BUILDER is not responsible.

DIRECT VENT FIREPLACES

If Your Home is equipped with a direct vent fireplace, there are certain things You should do to insure proper operation.

- Make sure the pilot light is lit.
- Inspect the external vent cap on a regular basis to make sure no debris is interfering with the airflow.
- Direct vent fireplace is a sealed unit; therefore, the fire box will not be drawing heat from the inside of Your Home. The firebox becomes hot and should not be touched or have heat sensitive items next to the firebox.
- There is no damper to operate with a direct vent fireplace.
- Refer to the manual for assistance or for additional information consult a qualified installer, service agency or the gas supplier.

GLASS FRONTS MAY BECOME DIRTY ON THE INSIDE OF THE FIREBOX

It is possible that a film may build up on the side of the glass which faces the firebox created by emissions from the gas or propane flames. It is recommended to provide periodic cleaning to the glass surfaces. Refer to the manual for assistance.

WARNING: Turn off the gas valve located under the firebox prior to any servicing.

WOOD BURNING FIREPLACES

If Your Home is equipped with a wood burning fireplace, there are certain things You should do to ensure proper operation.

- Before igniting a fire, make sure the damper above the firebox is open.
- For best results, we recommend purchasing a steel grate for holding the logs while burning.
- When the fire is burning, the flue will be drawing not only the smoke from the fire, but the warm air from Your room, and if the room is open to other rooms, it will cause much of the warm air throughout the Home to be drawn up through the chimney.
- Be sure to close the damper after the fire has been completely extinguished.
- Avoid using manufactured paper logs in fireplaces because they may contain chemicals that can induce a flue fire.



FIREPLACE OR CHIMNEY DOES NOT DRAW PROPERLY

It is normal to expect that high winds can cause temporary negative draft situations. Similar negative draft situations can also be caused by obstruction such as large branches of trees too close to the chimney.

COUNTERTOPS/SURFACES

All laminated kitchen countertops, cultured marble vanity, ceramic tile, Corian and granite tops and walls should be wiped down clean with a non-abrasive cleaner and brought to “sparkle” with a cleaner and polish recommended by the manufacturer.

WATER SUPPLY, SEWERS FIXTURES & DRAINS

When preparing Your Home for occupancy, the sewers have been flushed and tested to work properly. Water supply systems and fixtures have been pressure tested to eliminate leaks. However, if clogging occurs due to our negligence, it should become apparent within the first 30 days after occupancy.

If drains from the tub, toilet, sink or shower clog, the Homeowner can use a plunger. If the plunger doesn't work, a plumber's snake should be used to determine if a fixture or trap has been blocked versus a system failure.

Temperature fluctuations may occur with the hot and cold water when other fixtures are being used at the same time. A “ticking” sound is sometime noticeable when water pipes expand and contract. Water pressure often varies by individual municipalities and is not controlled by THE BUILDER.

Below is a series of maintenance tips to minimize costly plumbing repairs:

- Care should be observed to avoid disposal of paper towels, heavy tissue, sanitary products and other such materials into plumbing fixtures.
- Winterize Your exterior hose bibs and plumbing lines by closing the valve to each faucet inside the house and opening the hose connections at each exterior location. The water at the bleeder valve inside should be drained.
- Each plumbing fixture in Your Home has a drain “trap”, a piece of drain pipe designed to provide water barrier between Your Home and the possible odor of sewer gas. This “trap” holds water which prevents the airborne bacteria and odor of the sewer gas from entering the Home. If a fixture is left unused, it should be turned on at regular intervals to replace evaporating water and to ensure that the trap barrier remains intact. Periodically, refill the traps of unused fixtures.
- Welled exit or areaway drains must be kept clear of debris and periodically cleaned in order to avoid water migration into the basement.

TOILETS

- The toilets in Your new Home are water saving toilets; therefore, keep this in mind when making a service call due to a slow flushing toilet.
- It is recommended not to use a bowl cleaner in the toilet tank as some of these products will warp the rubber flapper and cause the toilet to run after flushing. If a service call is placed for a running toilet and this is the cause, You will be charged for the repair.



WATER HEATER

GAS WATER HEATERS

- Before requesting service for no hot water, carefully read the manufacturer's manual and check the gas water heater pilot light. If the pilot light is not lit, refer to this manual for instructions on lighting the pilot.
- If You need to drain the water heater to remove sediment which can build up and cause the element to burn out, please read the manufacture's manual. Remember to turn off the circuit breaker to the water heater; turn off the cold-water supply to the heater; open a nearby hot water faucet; open the heater drain valve; turn the gas control knob to the OFF position first. Make sure You refill the heater tank completely prior to turning the electricity back on. If You don't, You will dry fire the elements and they will have to be replaced and not covered under Warranty.

ELECTRIC WATER HEATERS

- Be sure to turn the power off to the water heater prior to conducting any maintenance on or adjusting the temperature of the water heater.
- Drain the water heater monthly until the water is clear. This will remove any possible sediment from the tank.

The water heater in Your Home, whether electric or gas is equipped with a temperature and pressure relief valve which is designed to open in the event excessive pressure or temperature builds up within the tank. When this occurs, water is allowed to flow from the tank. As the temperature or pressure are reduced, the flow will stop. If a steady flow of water is coming from the pressure relief valve, the water main should be shut off.

Gas hot water tanks normally have a temperature dial on the outside of the tank, and the temperature can be completely controlled by adjusting the dial.

It is suggested to call a serviceman on an electric hot water heater because of the inherent danger in resetting the temperature. Refer to the manual provided from the manufacturer for suggested maintenance of Your hot water tank before making any adjustments.

Although THE BUILDER warrants the operation of the water tank for one year, the manufacturer's warranty may exceed our Warranty.

Under no circumstances should You turn on an electric water heater without water in the tank because the element will burn out. In case of an emergency, be sure to familiarize Yourself with where and how to turn off the water supply.

SEPTIC SYSTEMS

Septic Systems are individual wastewater treatment systems that use the soil to treat small wastewater flows, usually from individual homes. While all septic systems are individually designed for each site, most septic systems are based on the same principles.



The accumulated solids or sludge in the bottom of the septic tank should be pumped out every three to five years to prolong the life of Your system. Septic systems must be maintained regularly in order to function properly.

Neglect or abuse of Your septic system can cause it to fail. Failing septic systems can cause a serious health threat, degrade the environment, reduce the value of Your property, be expensive to repair and put thousands of water supply users at risk if You live in a public water supply watershed and fail to maintain Your system.

A failing septic system will usually have warning signs such as sewage surfacing over the drain field, sewage back-ups in the house, green growth over the drain field, slow draining toilets/drains or sewage odors.

GARBAGE DISPOSAL DO'S

- Grind food scraps only with a strong flow of cold water
- Grind citrus and melon rinds
- Dispose small amounts of fats and grease with a strong flow of cold water.
- Flush the disposal for cleaning; allow the disposal to run for 25 seconds after grinding is complete with a strong flow of cold water.

GARBAGE DISPOSAL DON'TS

- Dispose of coffee grounds or fibrous wastes.
- Use hot water for grinding waste; however draining hot water through the sink is ok.
- Turn off the motor before grinding is complete.
- Operate the motor without a strong flow of cold water.

WELLS

A well water system utilizes groundwater contained in soil and rock pores and is susceptible to pollution from contaminants that move through the soil and filter down to the groundwater.

Do not store toxic or hazardous substances near Your well. Protect the well head from cars, mowers, or other traffic, which may damage it. Have Your well inspected and sampled regularly by Your local health department or qualified independent lab to assure it is properly protected.

Do not overuse or abuse pesticides, herbicides and fertilizers. Do not flush toxic or hazardous substances down the toilet or pour such substances into home drains, storm drains or onto the ground surface.

Many Health Departments recommend having Your well tested after any repairs are made or if You notice a change in the taste or color of Your well water. The Health Department or independent lab can test Your well for bacteriological quality and conduct chemical analysis for certain substances such as iron, acidity or hardness.



HVAC: HEATING/COOLING OPERATION & TIPS

HEATING

- On Your thermostat, turn the “heat-off-cool” switch to the “heat” position.
- On Your thermostat, turn the fan switch to the “auto” position.
- Select the thermostat temperature setting desired for the best heating comfort. (Setting the temperature to 65 degrees at night will save approximately 5% per year)

AIR CONDITIONING

- On Your thermostat, turn the “heat-off-cool” switch to the “cool” position.
- On Your thermostat, the fan switch may be operated in either the “auto” or “on” positions.
- Select the desired temperature setting for the best cooling comfort. (Settings below 72 degrees can cause icing)
- During extremely warm periods, it is recommended the fan switch be in the “on” position.
- Installation and proper use of blinds is very important during the extreme heat. This can minimize the stress on the A/C unit by blocking some of the heat from entering and heating up the Home.

TIPS

- Make only slight changes in temperature up or down a degree or two. Do not be a thermostat juggler.
- Do not place lamps, TVs or appliances that heat near the thermostat.
- Replace air filters at the beginning of each season or as required. Never reverse or flip a dirty filter. A dirty filter increases operating costs and will eventually cause the system to fail.
- Adjustment of the damper on the register will provide room control. For economy, close any dampers in spare rooms or infrequently used rooms.
- Do not block the return air grills. The proper heating and air conditioning cannot be delivered if the air cannot pass through the equipment.
- Keep debris from around Your outdoor A/C unit.
- Setting the thermostat temperature higher or lower does not affect how “hard” the units works, it only makes it operate longer.
- If You have a fireplace, the damper must be closed when not in use.

TROUBLESHOOTING - IF EQUIPMENT IS NOT OPERATING

- Check circuit breakers in the electrical panel.
- Check the toggle switch or disconnect at the furnace.
- Check the filter if airflow is a problem.
- If You have changed the filter, make sure the furnace door is on right side up and the safety switch is making contact.
- To reset the unit, turn the thermostat to “off”. Turn the electrical breaker completely “off” and then back “on”. Then turn the thermostat back on. Only do this once.
- If the unit still does not operate, please refer to service information for the HVAC Company.



Your Home may be equipped with a gas or electric furnace, with or without air conditioning, or an electric heat pump which provides both heating and cooling. One basic rule applies to all these systems:

- During the heating season, the thermostat should be set to maintain the lowest temperature at which You are comfortable in Your Home. Each degree of higher temperature setting results in a marked increase in the fuel consumption. Likewise, during the cooling season, each degree of lower setting also increases fuel consumption by a significant amount.

All HVAC systems utilize a furnace, ductwork, registers, filter and a thermostat to control the temperature in the Home.

MAINTENANCE

The basic requirement for maintaining economical operation in all furnaces is to keep the air filter clean. Building activity in and around the Home creates excessive amounts of dust and dirt. Your filter should be checked and replaced monthly.

With outdoor heating/cooling units, it is important to keep leaves and snow from around the unit, and to keep the unit level for maximum efficiency. It is also recommended to have a qualified person annually clean the mildew that collects on the evaporator and condenser coils. The heat exchanger should also be checked regularly for damage or defects.

You may also notice steam rising from Your outdoor heat pump unit during the cold weather. This is normal when the unit is completing a defrost cycle.

SERVICE

Before You call for service, there are a few things You can check for:

- If Your system is operating but is not providing adequate heating or cooling, check the filter and thermostat setting.
- If Your setting doesn't function at all, check the following:
 - In homes equipped with a gas furnace with a pilot light, it may go out. Follow the unit instructions to relight it.
 - With all systems, check the circuit breakers to see if they have tripped. Circuit breakers can be reset by switching all the way to "off" and then to "on".

NOTE: Gas furnaces may have a separate switch located near the furnace unit inside the home. If the circuit breakers trip immediately after resetting, call a repairman for service. Interruptions of power such as electrical storms when lights blink can cause a circuit breaker to trip. If Your system malfunctions during or just after a thunderstorm, the circuit breaker would be the first item to check.

Whichever system in Your Home, it should be checked and cleaned by a professional repairman. See Your



instruction manual for the recommended frequency of care for Your system.

ELECTRICAL SYSTEMS

High-quality electrical wiring, outlets and switches have been installed in Your new Home to meet both local and federal standards of safety. Part of the electrical system is in the circuit breaker terminal box, where the electrical power enters and is distributed throughout the Home.

A circuit breaker trip can be caused by the following:

- Large appliances or too many small appliances on one circuit may cause the circuit breaker to trip.
- Worn-out cords
- Defective plug connections
- Defective appliances
- Starting of electrical motors

To restore electrical power to its circuit:

- Remove the plug or plugs which may be causing the overloading.
- Reset the circuit breaker by pushing it all the way to the “off” position, and then push the switch to the “on” position. If the reset switch automatically switches off again, Your circuit is still overloaded or that particular circuit has a short. If one circuit continues to break, call an electrician.

Light fixtures require various wattages of bulbs. Bulbs of higher wattage than what is recommended should not be utilized.

Problems with appliances should be directed to the manufacturer.

Selected receptacles in kitchens, baths, and garages and outside of the Home are covered by a ground fault interrupter or breaker. These GFI's sense low level ground faults and assure optimum protection for our Homeowners. Due to the sensitivity of the GFI circuit, it may trip more frequently than other circuits. These receptacles should not be used for appliances which demand high current usage; such as freezers, refrigerators and other appliances with motors or compressors.

COUNTERTOPS

Laminate Countertops

- Made of laminate glued to a particle board case.
- To clean use a damp cloth and ordinary soap or household ammoniated liquid detergent. Do not use abrasive or granular cleaning products.
- Do not allow liquids to stand on a or saturate joints, seams or backsplashes.
- Cigarettes will burn, knives will scratch, and extreme heat will cause damage.

SOLID SURFACE COUNTERTOPS

- Made of plastic resins.
- To clean, use warm water and soap.
- No sealing is required.
- Extreme heat may cause damage.



CULTURED MARBLE COUNTERTOPS

- Made of crushed limestone and plastic resins.
- To clean, use a soft sponge and non-abrasive, non-acidic cleaners.
- No sealing is required, but clean spills immediately.

GRANITE COUNTERTOPS

- Made of igneous rock.
- Clean granite surface with neutral cleaner or dishwashing liquid with warm water for general daily cleaning.
- Use a soft, clean cloth to clean the granite. Rinse after washing with soap solution and dry with a soft, clean cloth.
- Use coasters under all glasses, particularly those containing alcohol or citrus juices. Some common foods and drinks contain acids that will etch or dull the stone surface.
- Do not leave any oil-based products or cooking oil sitting on the countertop for extended periods of time.
- Do not use products that contain lemon, vinegar or other acids on marble or limestone.
- Do not use abrasive cleaners such as dry cleansers or scouring powders.
- Do not mix cleaning products such as ammonia and bleach together- the result is toxic.
- Reseal the countertop every 2-3 years.
- Call Your Granite Company for problems that appear too difficult to treat.

FIRE SUPPRESSION SPRINKLER SYSTEM – (IF Applicable)

The pipes are filled with water under pressure from the domestic water supply. In an unfortunate event of a fire, the heat from the fire will open the sprinkler head and water will spread over the fire. All sprinkler heads operate independently; therefore, not all heads will open at one time.

Sprinkler pipes have been installed in Your attic and covered with insulation. Please use extreme caution when entering the attic to avoid stepping on the pipe or removing insulation from around the pipe.

It is important that You do not turn Your heat off during cold weather because the sprinkler pipes are filled with water and frozen pipes will crack.

Painting the sprinkler heads or hanging anything from them will violate the building code and can result in improper operation of the system.

A minimum monthly maintenance should include:

- Visually inspect all sprinklers to ensure against obstruction of spray.
- Inspect all water supply valves to assure they are open.
- Test all water flow devices if applicable.
- Maintain and test all smoke detectors.



RECOMMENDED SCHEDULE OF HOMEOWNER MAINTENANCE

It is recommended to set Yourself up with a few basic tools and supplies for Your Home:

- Medium-sized tool box
- Adjustable wrench
- Pliers
- Full set of screwdrivers
- Check roof for loose, damaged or missing pieces
- Hammer
- Assorted nails and screws
- Flashlight
- Caulk gun
- Interior& exterior caulk
- 1", 2" & 3" paint brushes
- Assorted sandpaper
- 6' stepladder

WINTER

- Disconnect and drain outdoor hoses – hard freeze could burst faucet pipes.
- Winterize outside faucets prior to winter to prevent them from freezing and bursting.
- In homes equipped with Frost-Free hose bibs, there is no vacuum breaker or plastic ring, simply remove any hose and shut off the hose bib at the exterior faucet and turn off the inside shut-off valves.
- Winterization of irrigation system.
- Check gutters for ice build up.
- Remove leaves & snow from around HVAC unit.
- Note: Salt and de-icing chemicals used to thaw ice and snow can damage driveway, lead walks and stoops.

SPRING

- Clean gutters – this will prevent unnecessary roof leaks when spring rain hits.
- Caulk around exterior openings.
- Re-mulch shrub beds.
- Check foundation for proper drainage.
- Oil moving parts of garage door.
- Spring start-up irrigation system.
- Start & test air conditioning on the first warm day.
- Re-caulk and re-grout ceramic.
- Inspect exterior railings for rust.
- Open crawl space vents – good ventilation under crawl space will minimize dampness.



SUMMER

- Re-paint and re-caulk exterior wood surfaces every 2-3 years.
- Treat pressure-treated decks, steps, etc. every 2 years.
- Clean and lubricate windows, sliding doors and interior bi-fold doors for smoother siding.
- Check exterior drain holes on windows for clogging or debris.
- Locate outside gravity drains and clear of any obstructions.
- Check and replace exterior door weather stripping.
- Pour 1 capful of bleach into condensate line.

FALL

- Clean gutters.
- Re-caulk & re-grout ceramic.
- Caulk around exterior openings.
- Remove leaves & snow from around HVAC outdoor units.
- Check roof for loose, damaged or missing pieces.
- Close crawl space vents – extreme cold weather could freeze pipes under crawl space.

VACATIONS & OTHER MAINTENANCE

- Smoke detectors:
 - Replace batteries 2x per year.
 - Clean annually with a vacuum.
 - Check for replacement every 5 years.
- Vacuum return and supply air vents if they are dirty.
- Replace thermostat batteries as needed.
- Install a “ceramic seal & finish” to grout after You move in and every 2 years.
- Fire Suppression Sprinkler System: visually inspect all sprinklers.
- Inspect furnace filters once a month and replace when necessary.
- Locate master water shut off valve.
- Carpet: Have Your carpet professionally cleaned once a year.

DISCLAIMER: This document may recommend one thing and the manufacturer document may recommend another. In this case, always follow the manufacturer’s recommendations.



CARE & MAINTENANCE

NATURAL STONE SURFACES

TAKING CARE OF YOUR NATURAL STONE COUNTERTOPS

One of the advantages of having natural stone is its long-lasting beauty. All natural stones are subject to variations in color, grain structure, tonality and veining. Stone is a natural product and simple care and maintenance will keep it looking beautiful for many years. Here are some recommendations for routine care and cleaning which will help preserve the lasting beauty of your natural stone for years to come.

ROUTINE CARE & MAINTENANCE

When cleaning natural stone always use a mild, non-abrasive, pH neutral cleaning detergent with warm water. A clean and soft cloth should be used. The cleaning product you use should not have vinegar, lemon or acid in its content as these will do harm to the surface of the natural stone. Use coasters under all glasses, particularly those containing alcohol or citrus based juices. Many common foods and drinks contain acids that will etch or dull the stone surface.

A penetrating sealer should be applied to all natural stone surfaces as it creates a lining between the middle and top surface of the stone. This stops stains from penetrating the natural stone and deters permanent stains. Sealing is recommended every 12-18 months. Food preparation and high traffic areas may require sealing more regularly.

PREVENTING HEAT DAMAGE

Natural stone can withstand exposure to moderately hot temperatures without being damaged, although extreme temperature changes, whether prolonged, sudden direct contact with, or radiated heat from very hot pots/pans can cause thermal shock, discoloration or damage which can permanently damage the material.

Therefore, we do not recommend placing hot pots, pans, electric frying pans and oven trays directly from the oven on the surface. We recommend using a hot pad or trivet be placed on the surface under the cooking units such as electric frying pans, pots, saucepans, roaster ovens, hot skillets or any heat generating appliances on the surface.

SCRATCHES

Refrain from using sharp objects such as sharp knives or screw drivers directly on the surface as it could potentially scratch the surface and result in a loss in shine. The use of cutting boards and taking precaution not to drop or move heavy objects on the surface will help to preserve the long-lasting beauty of the stone.

Chemicals



As with any stone surface, natural stone can be permanently damaged by exposure to strong chemicals and solvents. Do not use products that contain Trichloroethane or Methylene chloride, such as paint removers/strippers, nail polish removers, bleach, furniture cleaners, oil soaps, permanent markers and inks. Any of these products may leave a residue and should be rinsed off thoroughly.

Avoid the use of highly aggressive cleaning agents such as oven/grill/drain cleaners and dishwasher polishing agents that have high alkaline/pH levels. A pH neutral detergent should on be used. Should your surface accidentally be exposed to any of these products, rinse immediately with clean water to neutralize the effect, and then follow with normal cleaning procedures.

DO'S & DON'TS

- Do clean surfaces with mild detergents or stone soap.
- Do thoroughly rinse and dry the surface after washing.
- Do blot up spills immediately.
- Don't use vinegar, lemon juice or other cleaners containing acids on marble, limestone, travertine, granite or onyx surfaces.
- Don't use cleaners that contain acid such as bathroom cleaners, grout cleaners or tub/tile cleaners.
- Don't use abrasive cleaners such as dry cleansers or soft cleansers.
- Don't mix bleach and ammonia; this combination creates a toxic lethal gas.

GENERAL COMMENTS

Granite is a product of nature. As with all natural materials, no two slabs are exactly alike. Granite countertops will have variations in color, mineral deposits, texture, veining and directional trends. These characteristics add to the beauty of the stone and make your tops unique from any other. Samples previously viewed are intended to serve as general samples, not exact replicas of the product you have received.



QUARTZITE COUNTERTOPS

WHAT YOU NEED TO KNOW

Quartzite is a durable, beautiful stone that comes in a wide variety of colors and patterns. Its cream shades are often used as a more durable substitute for marble because the veining gives a similar look. While we love the unique beauty of quartzite, there is a lot of conflicting information about it. We enjoy educating our clients, so we put together this brief guide to help you make the best decision for your home.

WHAT IS QUARTZITE?

Quartzite is a natural, metamorphic rock. When quartz sandstone (compressed quartz sand grains) experiences extreme heat and pressure it turns into Quartzite. This happens when the sandstone becomes deeply buried under other layers of rock. The heat and compression cause the quartz crystals to partially melt and then recrystallize, creating the durable stone we call quartzite. The properties of the final stone depend on both the temperature and duration of heat that the stone was exposed to. Quartzite can come in a wide variety of colors from white and cream to bright reds, blues, and greens. These colors are created when water carries in additional minerals while the stone forming.

MAINTENANCE

Because quartzite is made up almost entirely of mineral quartz, it's very durable. Quartz is one of the hardest minerals on Earth, making this stone highly resistant to scratches. The mineral quartz also doesn't react to acid, so it cannot be etched like other natural stones. This makes maintaining quartzite quite simple.

The only thing homeowners need to worry about is preventing stains, which is true of any natural stone. Certain types of quartzite are more porous than others. This depends on how much heat and pressure the stone experienced while it was forming. Highly metamorphosed quartzites, like Taj Mahal, are very dense and more difficult to stain. Other types that have only somewhat recrystallized will be more porous and will hold onto stains more easily. The best way to protect any stone countertop from staining is to periodically seal the surface and clean up and spills immediately. Another thing to keep in mind is that while most natural stones are considered heat resistant there is always a chance that it could crack under thermal shock. Be sure to use a hot pad under your pots and pans no matter what type of stone you choose.

COMMON CONFUSION

There is some confusion around quartzite that we'd like to clear up. One of the most common issues we see is customers mixing up quartz and quartzite. The man-made stone commonly referred to as quartz is not the same thing as quartzite. The confusion is understandable since their names are so similar. Quartzite is a naturally formed stone while the quartz material is manufactured. There are many quartz companies that claim that their product is a natural stone, but this is misleading. Their products are made with natural quartz minerals, hence the name, but the slabs are made in a factory with the colors and patterns injected into the slab. While both materials can be a great choice for a countertop, it's important to understand their differences so you can make the right choice for your home.



Another issue is that there is a type of marble called dolomitic marble which some fabricators are calling “soft quartzite”. From a geologic perspective, there is no such stone. They call it that because dolomitic marble is more resistant to etching when exposed to acid, which is one of the defining characteristics of quartzite. The problem is that dolomitic marble can still be etched, it’s just not as vulnerable as other types of marble. A true quartzite will never become etched from contact with acidic materials. Dolomitic marbles are still marbles and should be treated as such.

If you'd like to learn even more about quartzite, this is a great article written by Karin Kirk, a local geologist passionate about educating both the public and fabricators on the geology of stone.

<http://usenaturalstone.org/definitive-guide-quartzite>

Customer: _____

Date: _____

Add On: _____

Color: _____

Lot # or Address: _____

Print Name: _____

Authorized Signature: _____