



Warranty and Manual

Non-Owner Occupied / Investment

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# Introduction

Congratulations on the purchase of your new home. We are proud of your new home and are confident that you will find it all you thought it would be. This is probably the largest, most important single investment you've ever made and we wish you many years of enjoyment.

In order to help make your move as pleasurable and effortless as possible, we have prepared this Homeowner's Manual. This manual contains many important items you should know regarding your new home and some valuable tips on the proper care of your home and your responsibilities as a homeowner. It also covers the scope and coverage of your one-year limited warranty program.

Please take a minute now to read this manual in its entirety. This manual defines the warranty's responsibilities to you and your responsibility to your home. It is vital that homeowners perform required maintenance. The manual will help you get acquainted with your new home and help you protect your investment.

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# It's Orientation Day

Welcome to your New Home Orientation,

Orientation day is the day that you are formally introduced to your new home. A successful orientation will be a thorough introduction and inspection of your new home. We will explain all of the features and benefits of your new home and ensure you are aware of all of the manufactures warranties.

Our staff will require a minimum of two hours of your time. During this time they will familiarize you with the location, purpose, operation and maintenance of all installed equipment. They will provide you with valuable warranty information on your appliances, carpet, faucets, as well as many other items in your home.

Prior to your orientation, it is important that you read this manual. You will have a better idea of what to expect at the orientation and what items will require your special attention. In particular, you should inspect Kitchen Cabinets, Bathroom Vanities, Wood Paneling and all Flooring.

Visible defects—such as scratches, cracks or chips—not listed on your orientation sheet will not be covered by this warranty.

## Lighting Fixtures

We will repair or replace defective lighting fixtures only if they have been listed on the orientation sheet.

## Plumbing Fixtures, Countertops

Please carefully inspect all plumbing fixtures and countertops during your orientation as we cannot assume responsibility for these items after your orientation inspection. Damaged or chipped fixtures or countertops will only be repaired or replaced if they have been listed on the orientation sheet and not thereafter.

## Glass Doors, Windows, Mirrors and Screens

Windows and mirrors are not warranted against breakage and window screens are not warranted against damage. However, any broken, chipped, or cracked glass or mirrors, and damaged screens, will be repaired or replaced if listed on the orientation sheet.

## Siding

Damaged Siding will only be repaired or replaced if noted on your orientation sheet.

## Gutters and Downspouts (if installed)

Damaged gutters and downspouts will be replaced only if recorded on the orientation sheet.

Concrete or Asphalt Driveways and patios

Please check all concrete or asphalt surfaces for any damage during your orientation. Cracks in concrete are expected and considered normal. Driveways and patios are not warranted for cracks or damage. However, damaged concrete or asphalt will be repaired if recorded on the orientation sheet.

Flooring

Please check all flooring for dings, dents, stains, scratches. These items will only be repaired if noted on the orientation report.

Please take your time and thoroughly inspect these items during the orientation since any defects not noted in the orientation report are not covered under this warranty and will not be repaired or replaced.

After a successful completion of the customer orientation, our staff will sign the New Home Orientation Report and provide a copy to you. Make sure all items are written on the orientation report. Only written items will be covered and any verbal agreements are not covered or binding.

We look forward to your orientation day and strive to deliver you a zero defect home. We are happy to have you join our neighborhood and look forward to meeting your needs in the future.

Our Warranty Service department is dedicated to your satisfaction with this new home, however if we don't know about it, we can't correct it. All requests for service must be in writing and faxed or mailed to Hayden Homes. After today, the project manager is no longer in charge of or responsible for repairs and corrections to your home.

All decisions for correcting requests will be based solely on the information contained in this warranty.

Your Customer Service Manager is: \_\_\_\_\_

Initial below to acknowledge that Hayden Homes has advised you of our Customer Service/Warranty Policy and that you agree to abide by these terms.

Initial of Home Owner/designee: \_\_\_\_\_

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

Signature of Warranty Service Manager: \_\_\_\_\_

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

# Rental or Non Owner Occupied Homes

The Builder does not warrant rental or non-owner occupied homes except as listed below. The one year limited, warranty does not apply. Only the Builder will cover items listed below for one year after the closing of the home to the original purchaser.

## **Structural Defects:**

1. Only Major Structural Defects (MSD) will be covered: All of the following conditions must be met to constitute a Major Structural Defect:
  - a. Actual physical damage to one or more of the following specified load bearing segments of the home;
  - b. Causing the failure of the specific major structural components; and
  - c. Which affects its load-bearing function to the degree that it materially affects the physical safety of the occupants of the home:

Load-bearing components of the home deemed to have MSD potential:

- i. Roof framing members (rafters and trusses);
- ii. Floor framing members (joists and trusses);
- iii. Bearing walls;
- iv. Columns;
- v. Lintels (other than lintels supporting veneers);
- vi. Girders
- vii. Load bearing beams
- viii. Foundation systems and footings.

Examples of non-load bearing elements which will be deemed not to have Major Structural Defect potential are:

- i. Non-load bearing partitions and walls;
- ii. Wall tile or paper, etc;
- iii. Plaster, laths, or drywall;
- iv. Flooring and sub-flooring material;
- v. Brick, stucco, stone, or veneer;
- vi. Any type of exterior siding;
- vii. Roof shingles, sheathing, and tar paper;
- viii. Appliances, fixtures, or items of equipment; and
- ix. Doors, trim, cabinets, hardware, insulation, paint, and stains

**Electrical System:**

The electrical system will be warranted under the same terms as the standard one year limited warranty.

**HVAC System:**

The HVAC system will be warranted under the same terms as the standard one year limited warranty.

**Plumbing System:**

The plumbing system is warranted to be free of leaks, except for a period of one year from the original closing date.

No other items in a rental property are covered by the Builder. This warranty does NOT cover any person or entity other than the original purchaser of the home. **IF YOU SELL YOUR HOME, YOUR WARRANTY IS HEREBY TERMINATED.**

# Making a Claim

During the 12 month warranty on your new home, you are able to file a Warranty Claim, if necessary. We have enclosed two forms and envelopes to aid you in making any necessary claims. The items must be sent to us in writing and clearly describe in detail any requested service. If you have misplaced your forms, you can request new forms by writing:

Warranty Department  
Additional Warranty Forms Dept  
2622 SW Glacier Place Suite 110  
Redmond, OR 97756

Because of the importance of customer service to both our company and to you, we require all warranty requests for service to be made in writing on the Warranty Service forms provided. NO TELEPHONE CALLS WILL BE ACCEPTED FOR SERVICE REQUESTS. Under no circumstances call the local project manager for service.

It is important to make sure all warranty claims are sent thru the system so they can be tracked to ensure quick and prompt service.

## Normal Service

Upon receipt of your service request, and verifying that the item(s) requested are covered under this Warranty, a Warranty Service Representative will acknowledge your request in writing. A Hayden Homes Warranty Representative will make arrangements with you to correct items covered by this agreement. Our Warranty Service Representative will make an appointment for you Monday through Friday from 7:00 a.m. to 5:00 p.m.

We will not enter your house unless an adult is present. The homeowner must make arrangements to have themselves or their agent present at all times while work is being done inside the home.

Please contact us in advance to cancel any appointments. Any appointments broken without advance notice will not be automatically rescheduled and you will be responsible to pay any trip charges for which we have been billed or incur.

If you fail to respond to our attempts to contact you and schedule service or cancel three appointments, we will cancel the request and not make any further attempts to contact you. Any future claim for the same repairs will be denied and not eligible for repair under this warranty.

# Emergency Service

Emergency service can be obtained during normal business hours by calling the Customer Service Department. For purposes of this Warranty, emergencies shall be limited to:

1. Total stoppage of the plumbing sewer/septic system.
2. Water system leaks which require service to be shut off to avoid serious damage to the building or furnishings.
3. Complete loss of heat in cold weather.
4. Total loss of electrical service which is not a general utility company power outage.

Customer Service Department - 1.541.923.6607 ext: \_\_\_\_\_

Warranty Service Manager: \_\_\_\_\_

# One-Year Limited Warranty Program

The one-year limited Warranty commitment relates only to Covered Defects which are defined as defects in material and workmanship that are either part of the structure or are elements of the home as supplied by the Builder at the date of the closing. The one year limited warranty is for the term of one year and starts at the day of closing or the first day of occupancy, whichever comes first. This is not an insurance policy nor a maintenance agreement, but a definition of what the owners have a right to expect in terms of warranties.

This one year limited warranty does not cover any person or entity other than the original purchaser of the home. If you sell your home, your warranty is hereby terminated.

**This one year limited warranty is void if the home is used as rental property or is not occupied by the original purchaser.** The builder will only cover specific items for a rental property or non owner occupied home clearly described under the heading “Rental or non owner occupied homes).

The Builder’s liability under this Limited Warranty:

1. Shall not exceed the purchase price paid by the original purchaser for the residence
2. Shall not extend to consequential damages such as bodily injury, damage to personal property or damage to real property which is not part of the residence.

Actions taken by the Builder to correct a defect(s) shall not extend the terms of this Limited Warranty.

We warrant to the original owner those components of your home as indicated by the express statements set out in the paragraphs labeled “WARRANTY” contained in this booklet. IN EACH CASE THE WARRANTIES WE MAKE ARE SUBJECT TO THE “LIMITATIONS” SPECIFIED IN EACH SUCH PARAGRAPH AND FURTHER SUBJECT TO THE FOLLOWING GENERAL LIMITATIONS AND EXCLUSIONS. TAKEN TOGETHER, THESE PROVISIONS CONSTITUTE THE ENTIRE WARRANTY, AND THE ONLY WARRANTY THAT WE MAKE ON YOUR HOME. OTHER THAN THESE EXPRESS STATEMENTS, WE MAKE NO ADDITIONAL WARRANTY, REPRESENTATION OR UNDERSTANDING OF ANY KIND (EITHER EXPRESS OR IMPLIED, ORAL OR WRITTEN), NOR IS ANY PERSON (FOR EXAMPLE SALESPERSON, AGENT, BROKER, PROJECT MANAGER, OR OTHER REPRESENTATIVE) AUTHORIZED TO DO SO ON OUR BEHALF.

## **EXCLUSIONS:**

This Limited Warranty excludes any loss or damage which is not a covered defect, including:

1. Loss or damage which the homeowner has not taken timely actions to minimize or prevent.
2. Loss or damage caused by or resulting indirectly from accidents, riots, theft, falling objects, aircraft, vandalism, explosions, military conflict, acts of God, water escape, lighting, windstorms,

- hail, floods, earthquakes, mudslides, volcano's, or any other circumstance that is deemed abnormal.
3. Loss or damage to any real property which is not part of the home originally sold as stated in the closing documents and covered by this Limited Warranty.
  4. Normal wear and tear.
  5. Loss or damage caused by termites, other insects, birds, vermin, rodents or other wild or domestic animals.
  6. Any conditions which does not result in actual damage to the home, including but not limited to uninhabitability or health risks due to the presence or consequence of electromagnetic fields, radon gas, formaldehyde, mold, or other pollutants and contaminants; or the presence of hazardous or toxic materials.
  7. Bodily injury or damage to personal property.
  8. Consequential damages, including but not limited to, costs of shelter, food, transportation; moving and storage; any other expenses related to inconvenience or relocation during repairs to the home; and any diminution of the market value of the home.
  9. Defects in outbuildings including, but not limited to detached garages and detached carports (except outbuildings which contain the plumbing, electrical, heating, cooling or ventilation systems serving the Home); site located swimming pools and other recreational facilities; driveways; walkways; patios; boundary walls; retaining walls; bulkheads; fences; landscaping (including siding, seeding, shrubs, trees and plantings); of-site improvements; or any other improvements not a part of the Home itself.
10. Any damage to the extent it is caused or made worse by:
- a) Negligence, improper maintenance or improper operation by anyone other than Hayden Enterprises, Inc., it employees, agents or subcontractors.
  - b) Failure by the Home Owner or by anyone other than Hayden Enterprises, its employees, agents or subcontractors to comply with the warranty requirements of manufacturers of appliances, fixtures and items of equipment.
  - c) Failure by the Home Owner to give notice to Hayden Enterprises of any defects within a reasonable time.

- d) Changes of the grading of the ground by anyone other than Hayden Enterprises, Inc., its employees, agents or subcontractors.
  - e) Changes, alterations or additions made to the Home by anyone after the Limited Warranty Commencement date.
  - f) Dampness or condensation due to the failure of Homeowner to maintain adequate ventilation.
  - g) Sprinkler systems must be installed so that they do not spray against your house. The use of a planter strip around the perimeter of you house is a must. This will limit the amount of water put against your foundation.
  - h) The improper use any type of sprinkler that puts water against the house must be avoided.
11. Any defect in, caused by, or resulting from materials or work supplied by anyone other than Hayden Enterprises, Inc., its employees, agents or subcontractors.
12. Loss or damage caused by or resulting from soil movement for which compensation is provided by legislation or which is covered by other insurance.
13. Loss or damage caused by or resulting from abnormal loading on floors by the Homeowner, which exceeds design, loads as mandated by codes.

# Homeowner Maintenance

The Builders' one-year Limited Warranty covers only some of the items relating to the structure, construction, workmanship, and quality of materials used in your home. Please read the following "Homeowner Maintenance" section as it will apply to your new home, since failure to follow the guidelines in this section will void applicable parts of the Warranty.

## FIREPLACE

Creosote build-up can restrict air flow in the chimney and is a fire hazard. During the heating season, the builder recommends monthly inspections and cleaning (sweeping) as necessary whenever creosote build-up is detected. Glass fireplace screens require periodic cleaning to remove dust, dirt, and any build-up created as a result of gas combustion.

## INTERIOR CAULKING AND GROUTING

Due to normal shrinkage that occurs as grouting dries, it is the responsibility of the homeowner to regrout cracks in the joints of ceramic tile located around tub, shower, floors and countertops. It is also the homeowner's responsibility to recaulk, as needed, those areas where ceramic tile meets drywall surfaces. This must be done periodically to maintain the integrity of the tile surrounds, and is the responsibility of the homeowner throughout the life of the home. The builder will not be responsible for damages resulting from improperly maintained grout and caulk joints in tub and shower areas.

Gaps may also appear at the joints in woodwork and at joints between woodwork and adjacent drywall surfaces. These separations are a normal part of the drying process and are the homeowner's responsibility to caulk as part of normal homeowner maintenance.

## HEATING AND COOLING SYSTEM

It is the homeowner's responsibility to periodically change and/or clean the HVAC filters and to balance the heat registers and dampers. Balancing of the heat registers and dampers is performed by the HVAC contractor during installation but will require adjustment by the homeowner as the climate changes.

Lack of heat or furnace failure (including fire) due to a dirty furnace filter is not covered by this Warranty.

#### COUNTERTOPS, CERAMIC TILE AND PORCELAIN

Use only manufacturer-approved, non-abrasive cleaners to clean countertops, ceramic tile, sinks, bathtubs and appliances. Damage to these areas caused by abrasive cleaners is not covered by this Warranty.

#### GRADE AND LANDSCAPING

The lot has been graded to provide drainage away from the house. Normal ponding will occur and is acceptable. It is the responsibility of the homeowner to periodically refill settled areas and to prevent water from collecting in trapped areas and seeping into basements or crawlspaces.

#### ROOFING AND GUTTERS

During continuous cold spells, when ice and snow accumulate, downspouts may freeze and ice buildup may occur at the eaves of your roof. This is a homeowner maintenance item and any damage resulting from this condition is not covered by this Warranty.

#### CONCRETE

Ice Melt, chemicals, and salt must not be used on concrete to melt snow. Chemicals such as rock salt or any chloride heating agents will cause deterioration. Salt in the ice that will melt off of cars will also damage new concrete, and any damage from this is specifically not covered by this Warranty

The builder is not responsible for cracks in concrete. It is the responsibility of the homeowner to fill any cracks to prevent further damage by freezing or thawing of water in the cracks. Damage will occur if large trucks or heavy loads are placed on the driveway or walkways and should be prevented by the homeowner.

#### ASPHALT

Petroleum based solvents (gasoline, paint thinner, turpentine, etc.) will deteriorate asphalt. Any damage from such substances is not covered by this Warranty.

Asphalt will also get very soft during hot weather and will be subject to damage from vehicles and sharp objects (ie. bicycle kickstands). Any damage to asphalt driveways during hot weather is a condition for which the Builder will not be responsible.

## ADDITIONAL TIPS AND SUGGESTIONS

A new home brings with it a lot of work, and it's easy to sometimes overlook things.

Here are a few tips and suggestions to both help you enjoy your new home and possibly eliminate some inconveniences:

1. New trees and shrubs are small, but they grow. Don't plant them too close together or too close to the foundation, patio, driveway, walk or septic fields. Mature tree roots can break concrete and asphalt.
2. Before digging for sprinkler systems, landscaping, fences, etc., call a "Utility Locate" service. Contact your local utility company for this service. All underground utilities and electrical and phone lines will be marked by the Utility Locate service to prevent cutting them.
3. Areas that are going to be covered with landscape rock, bark, etc. should first be covered with a pervious membrane rather than an impervious membrane such as plastic.
4. Check with the City you now live in for the regulations on building permits. If you begin almost any project without a permit, the village building department can force you to stop work and/or fine you. Check your CC&R's to see if you are allowed to add a structure or make an alteration.
5. Faucet aerators that spray water randomly or do not seem to work at all, are merely dirty. Disassemble, clean and reassemble the aerator when this happens. It is very common in new construction.
6. Entry doors have a rubber weather strip on the bottom which will eventually wear

down. However, most building stores carry replacements. Check this before each winter year by closing the door and checking for light along the bottom of the door.

The Builder's Limited Warranty Program does not cover exterior paint and caulk. To maintain properly the appearance and integrity of your home, caulking should be inspected and redone annually. Exterior painting should be redone every 3-5 years.

7. Re-caulking of countertops to walls, ceramic tile to bathtubs, bathtubs and shower pans to linoleum, window frames to sills and walls, and woodwork to the walls is the responsibility of the homeowner for the life of the home.
8. To protect finished floors, do not push, shove or slide heavy appliances or furniture across them. Clean these floors with a dust mop or a mild solution of vinegar and water.
9. To protect newly installed linoleum floors ( not vinyl), allow a few days for the adhesive to completely bond before washing the floor. Soap and water should be used sparingly; using too much will dull the finish and cause seams to lift and separate. Twice a year, a thorough washing and waxing should be done to protect the floor.
10. Prevent chips and scratches on surfaces of bathtubs and sinks by making sure no heavy or sharp objects hit the surface. Clean these fixtures only with recommended, non-abrasive cleaners.
11. To protect countertops, do not cut or chop without using a cutting board. Use a protective hot pad when setting hot pans on the countertop. De-lamination may occur if moisture is allowed to build up and remain on the countertop.
12. To protect the beauty and appearance of interior woodwork, dusting and polishing should be done occasionally.
13. Please remember that all major appliances purchased with your new home (the furnace, water heater, range hood, etc.) are warranted by their respective manufacturers and service can be obtained by calling the appropriate Emergency Number provided or an authorized factory service center.
14. To slow the absorption of fluids into your concrete garage floor, we recommend using an appropriate sealer.
15. CHANGE THE FURNACE FILTER OR BLOW OUT WALL HEATERS EVERY 30 DAYS.

## **CONCLUSION**

Now that you have had a chance to read through your Homeowner's Warranty and Manual, we hope that many of the questions pertaining to your new home have an answer. Also, please be sure to review the additional information contained in your Home Warranty folder as it contains valuable information on the care of your new home.

If you have any further questions or concerns, please do not hesitate to contact us. Total Customer Satisfaction is our number one goal.

Again, Thank you for choosing us for your new home purchase. We know that you will enjoy your beautiful new home for many years to come.