



HAYDEN

H O M E S

Homeowner's Warranty and Manual

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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 customer relations 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.

Today will be your day to inspect & sign off on all cosmetic items.

Customer Relations will assist you in structural items for the next year from your closing date.

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It's Orientation Day

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

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 and bathroom cabinets, all counter tops, windows, appliances, and 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 Customer Orientation Report.

Please take your time and thoroughly inspect these items during the orientation since any defects not noted in the Customer 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 Customer Orientation Report and provide a copy to you. Make sure all items are written on the Customer 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.

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 items listed below will be covered by the Builder 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, non-structural elements that Warranty will not cover 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

Plumbing System:

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

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. The Builder covers no other items in a rental property. 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 first year in your new home, you are provided the opportunity to make a Warranty Claim, if necessary. Please go to www.hayden-homes.com, in the top right corner of the web site under Warranty and fill out a form on line.

Or print the form and fax:

Visit: www.hayden-homes.com

Warranty Department

Navigate to Warranty Forms

Oregon: 971-925-9028
request here.

You can submit your

Washington: 509-241-0331

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 through the internet or emailed in. NO TELEPHONE CALLS WILL BE ACCEPTED FOR SERVICE REQUESTS. Under no circumstance, 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 any items covered by this agreement. Our Warranty Service Representative will make an appointment for you Monday through Friday from 8:00 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 Relations Department – 1.800.923.6607 ext: _____

Customer Relations Tech : _____

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, organic growth, 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., its 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 your 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

Fireplace glass 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 re-grout cracks in the joints of ceramic tile located around tub, shower, floors and countertops. It is also the homeowner's responsibility to re-caulk, as needed, those areas where ceramic tile meets drywall surfaces, and counter top areas. 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. **Seal all grout, porous granite, tile and slate.**

GRADE AND LANDSCAPING

The lot has been graded to provide drainage away from the house, settling of soil is 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 crawl spaces

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.

Interior Warranty Coverage

Interior Woodwork

Homeowner responsibility:

Wood is an organic building material and will expand and contract as the weather changes. It is affected by heat and cold, and may shrink under conditions of low humidity and expand when humidity is high. Although it is impossible to completely eliminate the problem, keeping the house at an even temperature and humidity will help.

WARRANTY

Joints in moldings and joints between moldings and adjacent surfaces (door casings, miters, base to walls, casing to walls, chair rails to walls, etc.) should not have gaps exceeding 1/8" in width. Defective joints by this standard will be repaired by the Builder only during the first year of the Warranty. Caulking is an acceptable repair. The builder will re-caulk areas needing repair only one time during the warranty period.

LIMITATIONS

This Warranty does not cover:

- Restoration of repaired areas to any condition other than to the original surface supplied to your home.
- Normal Homeowner Maintenance, ie: caulking or cracks less than 1/8" in width.

Interior Doors

Homeowner responsibility:

During the summer months there is usually very little trouble with doors, but winter heating may change the moisture content of the wood, causing temporary warping. Interior slab doors and bifold doors often stick or warp due to various weather conditions. It is the homeowner's responsibility to apply graphite spray to the tracks or jamb as required to prevent sticking. Use graphite on door locks and do not allow the door to be slammed.

Some doors will have hinge-pin type door stops. Caution must be used to prevent the door from being opened too wide or with too much force which would cause damage to both the door stop and the door which would not be covered by this Warranty.

WARRANTY

Interior doors are warranted for one year after closing on your home to be free from defects in materials and workmanship. We will repair or replace doors that become inoperable, have splits or cracks wider than 1/8" or that warp more than 1/4", measured diagonally from corner to corner, during this period and not thereafter.

Some hairline splitting or cracking of door panels is normal as long as light is not visible through the door. If light is visible, the Builder will fill the split and, as nearly as possible,

match the paint or stain on the door. Door panels may shrink and expand and may expose unpainted surfaces; this is considered normal. This will be done under the first year Warranty period and not thereafter.

LIMITATIONS

This Warranty does not cover:

- Repair or replacement of doors which warp less than ¼", measured diagonally from corner to corner, during the warranty period.
- Glass is not warranted by Builder unless noted on Customer Orientation Report

Drywall

Homeowner responsibility:

The interior of your walls are constructed of drywall installed over wood. Because of the nature of organic materials, some contraction and expansion will occur. This shrinking and swelling can cause nail pops and settlement cracks during the drying out or settling process of your home. This is normal. No attempt should be made to repair these occurrences in the drywall until your home has gone through this drying process (approximately 1 year). You can use spackle to fill in these areas, which can be obtained at any hardware store.

WARRANTY

Slight defects and irregularities on the finished surfaces of interior walls are normal. Obvious defects such as blisters in tape, significant trowel marks and seam lines from tape will be repaired by the Builder.

The builder will also repair any area where cracks due to settlement have occurred that are greater than 1/8". **However, any drywall repairs will be made only once during the first year of the Warranty, and not thereafter.**

LIMITATIONS

This Warranty does not cover:

- Nail Pops.
- Cracks arising from shrinking and swelling, or minor settlement cracks 1/8" or less in width
- Paint colors other than originally used by Builder

Paint

Homeowner responsibility:

The walls and woodwork of your home have been primed and finished with premium quality paints and the colors should be uniform throughout the house. However, certain areas may tend to “flash” or have variations in color or texture under certain lighting conditions or at different times of the day. Such conditions are usually the result of normal touch-up practice during the finishing of your home and are acceptable under the terms of this Warranty.

Stained and varnished woodwork should have a warm, pleasing appearance but will contain variations in color ranging from very light to very dark. While an attempt is made to control the color of wood being installed, some degree of color variation is to be expected.

Never attempt to clean your walls, trim or woodwork with abrasives or solvent based cleaners.

WARRANTY

Natural interior finishes on woodwork should not crack, peel, flake, check (small cracking) or otherwise deteriorate during the first year Warranty period. If they do, the Builder will re-touch the affected areas, matching the color as closely as possible, one time during the Warranty period and not thereafter.

LIMITATIONS

This Warranty does not cover:

- Any surfaces that have been repainted or modified by the homeowner or anyone other than the Builder.
- Paint touch up that does not match

Floors

Suggestions and Homeowner responsibilities:

As wood contracts and expands it will cause many conditions that contribute to floor squeaks. The combination of metal joist hangers and wood also are a contributing factor to squeaks. Floor squeaks and pops are considered normal and will appear and disappear with changes in weather conditions. Floor squeaks and pops are not covered by this Warranty.

WARRANTY

- Floor squeaks and pops are not covered by this Warranty and will not be repaired by the Builder.

Hardwood Flooring

Homeowner responsibility:

It is the nature of oak flooring, like any wood, to be affected by changes in the relative humidity in your home, resulting in swelling and shrinking. To protect the wood, the floors have been stained and sealed with two coats of varnish. We recommend that hardwood floors and stair treads be kept sealed and a whole house humidifier be installed. Use only those products intended for use on wood floors to clean these areas. DO NOT allow water to sit on the floor and do not drag or “scoot” furniture or appliances across these floors.

WARRANTY

Cracks in wood flooring and between pieces of wood flooring greater than 1/8” will be repaired by the Builder. Cracks of 1/8” or less are normal due to expansion and contraction of the wood and will not be repaired.

Acceptable repair can be wood fillers stained to match the existing floor as closely as possible.

LIMITATIONS

This Warranty does not cover:

- Shrinkage or expansion in wood flooring and/or between pieces of wood which are 1/8” or less in width.
- Normal squeaks from expansion and shrinkage.

Resilient Floors

Homeowner responsibility:

Your new home may be equipped with resilient floors in the bathroom(s), kitchen and utility rooms. We would like to make you aware of some of the inconveniences that may occur with these floors. The following are three problems, which occasionally are experienced:

1. Raised Nail heads – These are caused by movements of the floor joists because of shrinkage and deflections. We have attempted to minimize the problems by using special nails, and gluing the sub-floor. If you notice raised nail heads, we suggest that you re-drive these nails with a block of wood and a hammer.
1. Seam lifting or peaking – This is caused after installation by water seeping into the underlayment through a seam. It usually occurs in the bathroom near the tub or toilet. As part of routine maintenance, you must caulk tub and toilet joints with a compound made for this purpose. (We recommend DAP “Acrylic Latex Caulk with Silicon”.) Precautionary measures should be taken to prevent spilling water on the floor from baths and showers. Spilled water should be cleaned up immediately and any damage from water is not covered by this Warranty.
2. Ridging of Underlayment – We have sanded or filled the underlayment joints to minimize the possible problems of ridges showing through. Ridging which may occur is unpreventable because of the necessity of using pieces of underlayment.

Resilient floors can be permanently damaged by sharp objects. Using casters will help protect your floors against damage which may be caused by sharp objects or furniture legs. Any nicks or cuts in the resilient flooring that are noted on the Orientation Report will be repaired by the Builder, but the responsibility of homeowner after occupancy.

WARRANTY

All resilient floor coverings are warranted to be free of defects in materials and workmanship for one year after closing your home.

LIMITATIONS

This Warranty does not cover:

- Raised nail heads which have not broken the surface of the floor covering.
- Seam lifting or separation of flooring arising from water spillage such as that which may occur around the tub, toilets, shower, kitchen areas.
- Damage arising from sharp objects such as spike heel shoes and furniture legs with sharp edges or small areas at the bottom
- Precise matching on any resilient floor repairs
- Cutting or replacing pieces of defective floor area is an acceptable repair.

Ceramic, Marble, Slate and Quarry Tile Floors

Homeowner responsibility:

Your new home may include ceramic tile, marble, slate and/or quarry tile floors.

They provide durable and beautiful covering for your floors. However, as with any fine floor, care should be taken to avoid dropping heavy objects on these surfaces, since cracked or broken tiles can result.

Hairline cracks may develop in the grout between floor tiles due to normal settling; and cracking may develop between ceramic floor tile and bathtub for similar reasons. Both can be repaired by simply filling with a grouting available from any hardware store.

Seal all tile, slate, marble, and quarry tiles. Sealers prevent stains and increase the life of your stone products.

WARRANTY

The Builder will replace any broken floor stone/tiles which are noted on the Orientation Report. Tiles or stones damaged after occupancy will not be covered under this Warranty.

Cracks in the grout between stones or tiles greater than 1/8" will be repaired by the builder, but cracks 1/8" or less are normal and will not be repaired unless the adjacent stones or tiles become loose. Any cracks, chips, or other defects will be repaired by the builder **if** noted on the Orientation Report but become the responsibility of the homeowner after the repair is completed.

LIMITATIONS

This Warranty does not cover:

- Damage, including cracked or broken tiles arising from dropping heavy objects.
- Hairline cracks which may develop in grouting between tiles.
- Any separation in the grout such as that which may occur between bathtub and ceramic floor tile.

Ceramic and Porcelain

Homeowner responsibility:

Due to normal shrinkage that occurs as grouting dries, it is the responsibility of the homeowner to re-grout cracks in the joints of ceramic tile located around tub and shower areas. It is also the homeowner's responsibility to re-caulk 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 damage resulting from improperly maintained grout and caulk joints in the tub, shower, toilets, sinks, fireplaces, floors and kitchen areas.

WARRANTY

Loose and/or cracked tiles not damaged by lack of maintenance or negligence of the homeowner will be re-secured or replaced by the Builder within the first year of the Warranty. (Discontinued patterns or color variations in ceramic tile will not be the Builders responsibility.)

LIMITATIONS

This Warranty does not cover:

- Chipped or nicked ceramic tiles; nicked or dented porcelain surfaces not listed on the Orientation Report.

Carpeting

Suggestions and Homeowner responsibilities:

The carpeting in the primary living areas of your home has been professionally installed.

Carpeting comes in standard widths and seaming of the carpeting is unavoidable in installation. Every effort is made to limit the number of seams and to locate them as unobtrusively as possible. Nevertheless, seams can be noticed, especially when one is looking for them. Seams tend to show more in flat, even-pile carpeting than in shag carpeting, and become less noticeable over time.

In certain instances your carpet may appear to be loose, for reasons other than faulty installation. Often this condition is due to an increase in humidity. Carpet comes in continuous and non-continuous fiber. Non-continuous fiber will fill up your vacuum bags during the first several vacuum cleanings. This is normal and not a defect in the carpet.

Following these useful maintenance tips will help your carpet remain beautiful for as long as possible:

1. Have your carpet professionally cleaned periodically. The frequency of cleaning depends on the type of yarn and the color of carpeting (light colors soil sooner

than dark colors), the size of your family and the amount of dirt tracked in. Steam cleaning is hard on carpet and often results in the “heat set twist” coming out, thereby resulting in permanent damage to the pile. Usually conventional shampooing is less harsh.

2. When cleaning spots, do not rub the spot, but “blot” it clean with warm water and or as suggested by the manufacturer.
3. If you prefer to not wear shoes, we recommend that you wear socks or bedroom slippers when walking on your new carpet. This will prevent the oils in the skin on the bottom of your feet from getting in the carpet fibers.

WARRANTY

Wall to wall carpet installed in the home by the Builder will be re-secured should it come loose or separate at its’ point of attachment or re-stretched if it should stretch excessively. This will be done one time during the first year of warranty.

LIMITATIONS

This Warranty does not cover:

- Precise matching of your carpet to the carpet sample (dye lots in carpeting vary slightly between batches of carpet manufactured.)
- Seams in carpeting which are reasonably visible.
- Reasonably loose carpeting arising from factors such as humidity or normal “wear and tear”.
- Fading of carpet due to sunlight or stains of any kind once the home is occupied.

Vinyl Flooring

Suggestions and Homeowner responsibilities:

A damp mop should keep vinyl floors looking new. Use only cleaning supplies recommended by the manufacturer. Never use an abrasive material to clean the floor. Abrasive cleaners and scouring pads will dull the finish of the floor. Sharp objects or furniture with small legs can cause indentations or tears and should not be placed on vinyl floors.

Refrigerators and stoves often cause damage to vinyl as they are installed. Extreme care should be exercised when installing heavy equipment to avoid any tears, rips, or indentations.

The Builder will not warrant any vinyl floors for tears, rips, or indentations unless noted on the Customer Orientation Report.

Vinyl is made in standard size rolls and must be seamed together when installed. Small separations in seams over time will occur.

WARRANTY

Bad seams will be repaired when the gaps are wider than 1/8" within the one year warranty period. The Builder will replace only that section of flooring where the seam is wider than 1/8", not the entire room. The Builder will use the same vinyl as originally installed if it is still being manufactured. Color lots vary and an exact color match should not be expected.

LIMITATIONS

This Warranty does not cover:

- Tears, rips, or indentations unless noted on the Customer Orientation Report.

Plumbing

Suggestions and Homeowner responsibilities:

We ask that you thoroughly inspect all plumbing fixtures in your home during your orientation inspection. Any chips or other damage must be noted at that time.

Single lever faucets have been used in many areas. These faucets usually require little or no maintenance. Please note, however, that faucets may leak or drip due to worn or defective washers. Care should be taken to close the faucets just hard enough to shut off the flow of water. If closed too forcefully, the washer may be cut. Washer replacement is the responsibility of the homeowner and is part of normal Homeowner Maintenance.

Do not flush diapers, disposable napkins or any other foreign material down your toilets. The Builder does not warrant clogged toilets or sinks

Never pour grease, oil, paint, or thinner into the garbage disposal unit or other drains.

Never step into a bathtub or shower with shoes on. Shoe soles carry hundreds of gritty particles which can scratch the surface.

Do not use plumbing fixtures as receptacles for photographic or developing solution. Developer stains are permanent.

Your garbage disposal, if installed, is equipped with a built-in circuit breaker. The reset button is usually on the bottom of the unit under the sink. You should check this button before calling for assistance. Your garbage disposal also has manual wrench that can be used to help unblock foreign material. Your owner's manual will guide you in how to use this wrench and cover all safety features you should follow before clearing any items.

Freeze-resistant exterior sill cocks (water faucets) have been installed in your home. However, DO NOT ALLOW HOSES TO REMAIN CONNECTED TO EXTERIOR SILLCOCKS DURING COLD WEATHER. Doing so will result in frozen and ruptured water lines and flooded basements and crawl spaces. In addition, be sure that during cold weather these faucets are turned completely off to prevent the possibility of frozen and broken pipes. Sillcock pipes broken as a result of freezing and any related damage caused as a result of freezing are not covered by this Warranty.

WARRANTY

If pipes leak or break as a result of defective materials or workmanship, the Builder will make necessary repairs. Systems have been designed and installed to meet all approved building, plumbing, and health codes. Conditions beyond the Builder's control which disrupt the water supply, eliminate the source of water supply, or cause the pipes to break or leak are not covered by this warranty

Leaks that occur during times other than normal business hours require the homeowner to immediately shut off the main water supply to avoid any further water damage. Any water damage due to not shutting off the main water supply is not covered under this warranty. The leak should be reported to the Builder when normal business hours resume so that repairs can be made quickly.

Condensation on pipes does not constitute leakage and is not covered under this Warranty. Dampness of walls or floors may occur in new construction. It is not considered a deficiency and no warranty coverage is provided for this condition.

LIMITATIONS

This Warranty does not cover:

- Leaking or dripping faucets arising from worn or defective washers;
- Visible defects other than those noted on the Customer Orientation Report;
- Any whirlpool bath, garbage disposal, water heater, water softener or sump pump installed in your home. (These items, to the extent present, are warranted and serviced by the manufacturer, installer and/or other supplier.)

Appliances

Suggestions and Homeowner responsibilities:

Your appliances have been selected for ease of use and durability. Should you require service for you appliances, please consult your warranty manual for the appropriate contact information. The Builder does not provide warranty or scheduling of warranty for appliances.

WARRANTY

- We do not warrant any appliances. These items are warranted by the manufacturer.

Water Heater

Suggestions and Homeowner responsibilities:

Your water heater is installed with a pressure relief valve to relieve excess pressure in the tank due to high water temperature. When the relief valve is operating it may appear the tank is leaking; actually, it may be merely releasing excess pressure. Water heaters normally collect a small amount of dirt and scale in the bottom of the water tank and should be flushed out every 6 months using the hose connection at the bottom of the tank. We recommend the homeowner hire a licensed plumber. If a gas water heater is installed, the pilot light may go out due to a drop in pressure or dirt in the gas main. You should follow the manufactures recommendation when relighting the water heater.

WARRANTY

- We do not warrant the hot water heater. This item is warranted by the manufacturer.

Sewer/Septic Systems

Suggestions and Homeowner responsibilities:

Most problems with sewer lines can be avoided by not stuffing large objects into the drain lines. Care should be taken to avoid disposal of sanitary napkins, disposable diapers and other similar materials into plumbing fixtures in order to minimize the possibility of clogging. Any clogging is the responsibility of the homeowner.

WARRANTY

Sewer lines and septic lines are warranted from breakage for one year after closing your home.

LIMITATIONS

- Any clogging of the sewer lines and subsequent damage is not covered under this Warranty

Wells/ Public or Private Water District

Suggestions and Homeowner responsibilities:

Please do not attempt to adjust the pressure yourself. It can be extremely dangerous to change the water pressure beyond the present limits. A licensed plumber has set the pressure on any well systems and the Water District provides constant pressure on their systems. If a sprinkler system is added to a system with a well, the tank and pump may need to be upgraded.

WARRANTY

- The water pipes are warranted from leaking for one year after closing

Heating, Air Conditioning and Ventilation

Suggestions and Homeowner responsibilities:

Your home is furnished with either forced air wall heaters or a forced air furnace and may include an air conditioning system. The following points are suggested in case of any difficulties you may encounter. Before calling for service:

1. Check your circuit breaker.
2. Check the electrical switch that controls your furnace. (Note: The switch will be on or near the furnace.)

3. If you are not receiving the heat distribution you desire, be certain that all room registers and dampers are open
4. In many instances insufficient heat is caused by dirty air filters. Filters on furnaces should be cleaned or replaced monthly. Forced air wall heaters should be blown out on a regular basis.
5. Leave doors open for better air circulation in bedrooms if you are using a furnace. Close doors in rooms to heat just portions of the house if using forced air wall heaters.

WARRANTY

Furnace:

Ductwork may make “ticking” or “cracking” sounds when the metal expands and contracts as warm and cold air contacts it. This is normal and is not covered under this Warranty. If a loud “booming” noise can be heard, either from expansion and contraction or from movement of the ductwork against floor or roof trusses, or if the ductwork should separate and become unattached, the Builder will repair the ductwork.

Forced Air Wall Heaters:

The forced air wall heater should provide enough heat to provide an inside temperature of 75 degrees Fahrenheit measured in the center of the room at a height of 5 feet above the floor. The degree settings on the temperature control are estimates approximate and are not covered by this warranty.

LIMITATIONS

This warranty does not cover:

- The furnace, air conditioning and ventilation units themselves, including exhaust fans, or any defect arising from any cause other than the manner in which such units have been installed; these units, to the extent present, are warranted and serviced by the manufacturer, installer, and/or supplier

Electrical

Suggestions and Homeowner responsibilities:

The electrical system and associated wiring in your home were designed and installed according to all applicable building and electrical codes. Occasionally, you may encounter a switch, an outlet or a circuit that doesn't work. Before contacting the Customer Service Department, check the following things.

1. Check for burned-out or loose bulbs.
2. Make sure any associated switches are "on".
3. Check for built-in reset buttons on the outlet or surrounding outlets close by.
4. Check for a faulty appliance.
5. Check the service panel for "tripped" breakers.

Your electrical wiring is protected by circuit breakers located at the main service panel. Circuit breakers eliminate the problems associated with replacing fuses. The breakers are normally in an "on" position. When a problem occurs, the breaker will appear in the tripped position. To restore power, turn the breaker "off", then snap it to the "on" position.

Ground Fault Interrupters have been installed in the electrical system and control outlets located in the bathroom(s), kitchen, garage and exterior according to approved electrical codes. These are sensitive breakers and can be tripped very easily. **NOTE; DUE TO THIS FACT, FOOD FREEZERS SHOULD NOT BE PLUGGED INTO THESE OUTLETS. FOOD FREEZERS AND REFRIGERATORS SHOULD ONLY BE PLUGGED INTO A DEDICATED OUTLET.**

WARRANTY

The Builder will inspect and repair (if necessary) any wiring, receptacles, switches, and/or junctions originally installed in the home; A) should the wiring and electrical system fail to operate properly under normal residential use and/or B) should the wiring and electrical system, under normal circumstances, cause circuit breakers to activate continuously and regularly.

LIMITATIONS

This warranty does not cover:

- Defects in lighting fixtures not noted on the Customer Orientation Report
- Any doorbell chimes which may be installed in your home. (This item, if present, is warranted and serviced by the manufacturer, installer and/or supplier.)
- Any additions or modifications made to the electrical system by anyone other than the Builders' personnel, and any associated electrical system failures caused by these additions or modifications.

Kitchen Cabinets and Bathroom Vanities

Suggestions and Homeowner responsibilities:

The cabinets in your home are factory finished and should be cared for as suggested by the manufacturer. Care should be taken to avoid overloading cabinets with excessive weight. Care should be taken to make sure standing water is not left sitting on or in the cabinets. If a water leak occurs, it is the homeowner's responsibility to keep the water from pooling in the cabinet. If water damage occurs due to standing water, the Builder will not be responsible.

WARRANTY

Under normal use, if kitchen cabinet drawers, doors and other operating parts do not function properly, the Builder will replace or repair them as necessary. The Builder will repair or replace kitchen and vanity drawer fronts and/or doors which have warped more than 1/4".

Doors, drawer fronts, rails and/or stiles will be repaired or replaced if they crack or split apart under normal use. Scratches, gouges and nicks not noted during the Homeowner Orientation will be considered as part of normal wear and tear and are not covered under this Warranty.

Cabinets that separate more than 1/4" from the wall will be warranted by the Builder. The cabinet(s) will be refastened as necessary.

LIMITATIONS

This warranty does not cover:

- Visible defects in cabinets or vanities not listed on the Customer Orientation Report
- Wood grains and variations due to wood species and natural wood variations.

Kitchen Countertops of High Pressure Laminated Plastic

Suggestions and Homeowner responsibilities:

Your kitchen countertops are heat resistance, not heat proof. Cooking pots, as they come off your stove, are very hot. Do not put hot pans or cigarettes directly on countertops. Use trivets or hot pads lined with a heat-resistant material.

Your countertops are made of a very tough material which is scratch resistant and will not crack or crease under normal usage. The countertops will scratch if used as a cutting surface. Use a cutting board when cutting food or other items in your kitchen.

Use mild soapy water, for the cleaning of the countertops. Heavy abrasives in some cleansers will damage the surface.

WARRANTY

Surface cracks or chips on high pressure plastic laminate kitchen, vanity and/or desk area countertops noted at Orientation, will be repaired one time only, but any defect occurring or noted after occupancy begins is specifically excluded from coverage under this Warranty. Joint separations wider than 1/16" and/or surface alignment differentials of more than 1/16" at deck-area joints will be repaired by the Builder. (Repaired areas may differ slightly in color or texture, but every effort will be made to obtain a match as exact as possible.

Re-caulking of countertops to walls for gaps of 1/8" or less is the responsibility of the homeowner and is not covered by this Warranty.

De-lamination of countertop will be repaired by the Builder within the one year warranty period.

For gaps between the countertop and wall of more than 1/8", the Builder will take corrective action. The builder will only re-caulk gaps one time during the warranty period.

Countertops are warranted to be free of defects in materials and workmanship for one year after closing of your home.

LIMITATIONS

This warranty does not cover:

- Heat Damage
- Damage caused by use of abrasive cleansers; scratches or other visible defects not listed on the Customer Orientation Report
- Cracks or gaps in caulking less than 1/8" in width around countertops as a result of normal settling

Filling or caulking is an acceptable repair.

Cultured Marble Vanity Tops and Basins

Suggestions and Homeowner responsibilities:

Use only mild liquid cleaning agents to clean cultured marble surfaces. Any good spray or paste wax will keep the shine. Do not place cigarettes or other hot objects on cultured marble, as it burns and stains much like natural marble

WARRANTY

Cultured marble vanity tops and basins are warranted against defects in materials and workmanship for one year after closing on your home.

LIMITATIONS

This warranty does not cover:

- Damage arising from the use of abrasive cleansers or placing hot objects on cultured marble surfaces
- Cracks or gaps in caulking around countertops as a result of normal settling not listed on the Customer Orientation Report
- Visible defects not listed on the Customer Orientation Report.

Glass Shower Doors

Suggestions and Homeowner responsibilities:

WARRANTY

Glass shower doors may be installed in your home. Glass shower door and tub enclosures are tempered safety glass and there is no warranty against breakage from the Builder. Adjustments necessary to insure ease of operation will be made by the Builder, but maintenance of caulked or sealed joints is the responsibility of the homeowner.

LIMITATIONS

This warranty does not cover:

- Any scratches or material defects not noted on the Orientation Report

Windows

Suggestions and Homeowner responsibilities:

The windows in your home may be taken out for ease in cleaning and repair. The windows have “seepage” holes and during windy times dust or dirt may accumulate in the tracks. Use a vacuum attachment to clean the tracks on a regular basis. This Warranty does not cover broken glass unless noted on the Customer Orientation Report. Window screens are not warranted against damage unless noted on the Customer Orientation Report.

WARRANTY

If windows do not operate as they are designed to, they will be repaired and/or adjusted to operate as they should operate in the Builder’s judgment.

When extreme temperature differences and/or high humidity levels occur, condensation and/or frost will collect on interior window surfaces. Unless condensation and/or frost are the result of a faulty window or faulty window installation, the Builder will not make any corrections.

LIMITATIONS

This warranty does not cover:

- Broken glass or damaged screens not listed on the Customer Orientation Report

Sliding Glass Doors

Suggestions and Homeowner responsibilities:

Sliding glass doors lock from the inside only. The bottom tracks must be kept clean so they will operate freely.

Under certain lighting conditions, door glass may be hard to see. To prevent accidentally walking into a glass door, screen doors should remain closed at all times. Visual decoration should also be placed on the glass portion of the doors for safety.

WARRANTY

Sliding glass doors are warranted to be free of defects in materials and workmanship and to operate to the manufacturers specifications for one year after closing your home.

LIMITATIONS

This warranty does not cover:

- Sliding glass patio doors are glazed with tempered safety glass. This is a feature to minimize injury in the event of an accident and is a building code requirement. However, tempered glass is very brittle and is not warranted against breakage under the terms of this Warranty unless noted on the Customer Orientation Report.

Foundation Walls and Concrete Floors

Suggestions and Homeowner responsibilities:

Settling and temperature changes will cause cracks in foundation walls and basement and garage floors; such cracks cannot be prevented. Normal homeowner maintenance should include filling these cracks with any commercially available caulk or grout designed for this purpose.

WARRANTY

Due to the movement of soils, basement and garage floors will crack and lift, sometimes unevenly, during the first year of a home's life. If cracks exceed 3/16" in width or vertical displacement, repairs will be made by the Builder. Repairs will be made by grinding, patching or replacing which will be at the Builders discretion. Grinding, patching, and replacing will have a different color from the original concrete due to the time of placement or the grinding showing underlying aggregate. Cracks in foundation walls exceeding 3/16" will be filled by the Builder. Cracks, which affect the structural integrity of the home, will be repaired by the Builder for one year after the closing of your home.

LIMITATIONS

This warranty does not cover:

- Repair of cracks in basement and garage floors 3/16" or less in width and/or vertical displacement
- Repair of cracks in foundation walls 3/16" or less in width

NOTE: The builder has the option of repairing cracks or chips in concrete with concrete-compatible grouts, sealants, epoxies, caulking compounds, or grinding, and exact color matches cannot be guaranteed.

Crawl space

Water lines are located in your under the floor crawl space.

Vapor barrier, (plastic) has been laid through out this area.

Three quarters of an inch of water under your vapor barrier is acceptable. Areas where soil has caused the ground water to “stand”, will be looked at on an individual bases.

Adverse weather conditions can cause water to flow to the lowest point on you lot. This would be your crawl. Wait for this water to be dried out through air coming in through your vent wells, or just soaking into the ground.

LIMITATIONS

This warranty does not cover.

- Grades that have been changed from the original grade at the customer orientation.
- Sprinklers that are spraying into foundation vent wells. Or sprinklers that are too close to the home.

EXTERIOR WARRANTY COVERAGE

Roofs, Gutters and Downspouts

Suggestions and Homeowner responsibilities:

The composition roof shingles used on the Builders' homes are self sealing fiberglass or asphalt shingles that seal themselves together after exposure to warm sunlight.

Gutters and downspouts, if installed, should be kept free of tree limbs, leaves, balls, and other obstructions which will stop the downspout from functioning properly, and which may, in time, cause leaks.

Normal shrinkage will require re-caulking around vents and flues on the roof; failure to perform this maintenance task may result in leaks over time.

During severe cold weather, snow may build up on the roof and ice dams may occur. It is the homeowner's responsibility to prevent or remove ice dams.

Excessive water coming from a roof line where the homeowner has chosen not to install gutters, and soil has eroded from under the footing, walks or driveways will not be warranted.

WARRANTY

Roof or flashing leaks occasionally occur in severe weather conditions, but should not happen under normal conditions. The Builder will correct or repair roof leaks which are the result of defects in material or workmanship which occur during the first year of this Warranty and not thereafter.

When gutters are unobstructed by debris, the level of standing water in the gutter is not to exceed 1 inch. There may be small amounts of water standing water in sections of gutter immediately after a rain storm and this condition is not considered a defect for the purposes of this Warranty. If the standing water is in excess of the standard 1' in unobstructed gutters, the Builder will level the gutter to drain.

LIMITATIONS

This warranty does not cover:

Caulking of vents or flues, or damage, including leaks arising from:

- Damage from winds exceeding 30 M.P.H. in velocity;
- Failure to keep the gutters and downspouts free of obstructions, including, but not limited to, tree limbs, leaves, twigs, and toys;

- Any attachment or installation through the shingles of any structure or appurtenance not installed by the Builder;
- Failure to maintain the caulking of vents and flues in proper condition;
- Roof or shingle damage resulting from severe weather such as hail, tornados, thunderstorms, high winds or damage caused by persons walking on the roof.
- Excessive water coming from a roof line where the homeowner has chosen not to install gutters, and soil has eroded from under the footing, concrete walks or driveways will not be warranted.

Building Exterior

Suggestions and Homeowner responsibilities:

Exterior siding materials have been selected for both appearance and ease of maintenance. Masonry has generally been used in the front areas while wood, vinyl, hardboard or aluminum siding have been used in other areas. All painted surfaces have been covered with either heavy body stains or paints. These painted surfaces will lose their color-fastness and fade to varying degrees depending on the original color used, but the integrity of the paint will not be affected. Checks, cracks and peeling of paint are common due to causes other than the paint quality or the method of application. Variations in wood grain may absorb the same stain differently: these differences cannot be controlled. It is characteristic of exterior wood, including trim and battens, to have shrinkage, cracking, checking and sap pockets which may somewhat discolor paint; these conditions are normal in any wood. Shrinkage of exterior caulking materials is normal as is cracking due to shifting of the buildings; routine maintenance includes regular inspection of exterior caulking and re-caulking by the homeowner as necessary.

Panel siding is a very good engineered material. It will last as long as most wood sidings and will hold paint better than most woods. However, it has some characteristics that may bother some buyers:

1. It is not rigid and will have some waviness when properly installed. This is normal and not a warranty item.
2. Nails are driven by air nail guns and are not guaranteed to be at a constant depth. The nails will be placed as per the manufacturers specifications.
3. Cedar Decks and stairs. Cedar cracking is considered normal, and will not be replaced.

WARRANTY

Masonry and vinyl siding are warranted to be free of defects in materials and workmanship for a period of one year from the date of closing on your home

Some warpage, cracking and checking of exterior trim is normal for this climate and will not be repaired by the Builder unless cracks are "open" in excess of 1/8". Caulking is and acceptable repair for these cracks and will be done one time during the first year Warranty.

During the first year Warranty period exterior paint and stain should not peel, chalk?, crack or check?, although some fading is normal. Should deterioration occur, the builder will refinish the area in question to match the surrounding area as closely as possible. This refinishing and repainting period will not extend after the first year Warranty period.

It is normal for caulk to shrink and/or crack and is the responsibility of the homeowner to annually inspect and re-caulk the exterior of the house.

LIMITATIONS

This warranty does not cover:

- Color-fastness of exterior stains and paints
- Checks, cracks and peeling of paint arising from causes other than defects in workmanship or materials
- Variations in stain absorption by exterior woods
- Shrinkage, cracking, checking and sap pockets in exterior woods which may discolor paint.
- Exterior Caulking
- Visible defects, including denting or marring of siding not noted on the Customer Orientation Report
- Variations in style and color may occur as the siding weathers
- Variations in style and color when repairing in an acceptable repair.
- "Waviness" of panel siding.

Garage Doors

Suggestions and Homeowner responsibilities:

The garage doors are mounted with rollers and torsion or exterior springs for easy operation. The hardware does require periodic maintenance. Oil the lock mechanism, pulley and rollers at least twice per year with light oil. When locking the door, step down on the lock plate to line up the locking mechanism.

WARRANTY

All garage doors are warranted to be free of defects in materials and workmanship for one year following closing on your home.

LIMITATIONS

This warranty does not cover:

- Warping or sagging due to doors being left open for extended periods of time.
- Leaving the manual locking mechanism partially open, causing the door when opened to go off track. Homeowner will be responsible to have the door fixed.
- Garage doors will not be warranty if the electric garage door opener is installed by anyone other than the installer of the garage door.
- Water intrusion under the door.

Concrete Walks, Patios, Steps and Driveway

Approaches

Suggestions and Homeowner responsibilities:

It is impossible for us to prevent cracking in the concrete garages, driveways, walks, patios, or steps because of the nature of materials and underlying soils. There are two basic causes for these cracks. Some of the concrete in the ground maintains a fairly constant temperature, whereas the top portion of the concrete is subject to extreme temperature changes. Such changes cause concrete and other masonry products to contract and expand. This, in time, could cause minor cracks. We have provided control joints in the concrete in an effort to localize the cracking resulting from stress. On the other hand, there are some cases over which we have no control, such as sever frost, settlement, water drainage, and aggravation from the use of salt and other chemicals for melting snow. (Even though you may not use salt or other ice melting products, they may be tracked in from the street by your car.)

Changing temperatures may cause porch and patio posts to become loose and patios and walks to lift, even though we have installed proper piers and rods for support. Corrections can be made by you by shimming and re-nailing the trim along the bottom. Driveway approaches are designed for normal auto traffic and will not support heavy vehicles such as moving vans.

HOMEOWNER RESPONSIBILITY: Seal your concrete with a recommended sealer.

WARRANTY

Concrete surfaces should not disintegrate to the point where large portions of aggregate are exposed under normal weather conditions and use. If large portions of aggregate are exposed in non-excluded concrete, Builder will repair or replace concrete as necessary for a period of one year from the date of closing on your home

LIMITATIONS

This warranty does not cover:

- Cracking, scaling, pitting, or shifting of concrete arising from changes in temperature or settlement cracks.
- Damage arising from heavy vehicles such as moving vans or delivery trucks.
- Damage from the use of salt or other chemicals.
- Damage from the settling of sub-grade material
- Erosion of sub-grade caused by excessive water coming from roof lines where no gutters have been installed. Or in areas of gutter downspouts that cause soil to erode from under walks or driveways.

NOTE: The Builder has the option of repairing concrete with concrete compatible grouts, sealants, epoxies or caulking compounds, and exact color matches should not be expected and is not guaranteed.

Asphalt Driveways

Suggestions and Homeowner responsibilities:

Asphalt is less susceptible to cracking than is concrete and will last a considerable time with proper care and maintenance. Some expansion cracks are unavoidable and sharp objects such as bicycle kickstands, ladders, or tire jacks, will cause indentations, especially in hot weather. Gas and oil spilled on asphalt will cause the material to soften and disintegrate. Driveways are designed for normal auto traffic and will not support heavy trucks such as moving vans. Depending on traffic and individual conditions, driveways should be coated by the homeowner before one year but not sooner than 90 days.

WARRANTY

The asphalt driveway and the driveway sub-base are warranted to be in good condition at the time of closing on your home. Should settlement, creating a depression which will retain water in excess of 1" deep, due to improper sub-base occur during the first year following the closing of your home, the driveway will be repaired.

LIMITATIONS

This warranty does not cover:

- Normal expansion cracks
- Damage arising from heavy vehicles such as moving vans or delivery trucks
- Damage from sharp objects or spillage of gas or oil
- Depressions that retain water less than 1" deep
- Sprinklers, gutter downspouts or lack of gutters that erode soil away from asphalt, causing asphalt to fail or sink

Landscaping

Suggestions and Homeowner responsibilities:

Grass requires careful attention during the first year with respect to watering, fertilizing and trimming; regular watering within the first 60 days after planting is especially important.

WARRANTY

The Builder does not warrant seeded grass, sodded areas, or other plantings. Once the yard has been fine graded and/or seeded, the Builder does not warrant any subsequent erosion or damage due to rain, weather or any reason.

The builder does not warrant sink holes, soil saturated by rain, acts of God, Ferry rings caused by soil types.

Landscaping and sprinklers should not be placed within one foot of your siding. Keep sprinklers off your siding.

Grade

Suggestions and Homeowner responsibilities:

Settlement of graded areas around the foundation, stoop, sidewalk and general yard areas will occur and is considered normal. The Builder does not warranty against any settlement that may occur around your home or in your yard. It is the homeowner's responsibility to fill and grade any affected areas. Drywells around gutter downspouts, and low areas of grades are recommended to contain ground water. Some soil types do not allow water to easily soak into the ground.

Water standing or ponding is considered normal. Drainage swales, sump-pump discharge, or frozen ground may remain wet for longer periods of time. No decisions on standing water will be made while snow or frost is on the ground, and repairs will not be corrected while the ground is frozen or saturated.

As soon as conditions permit, necessary repairs, as determined by the Builder, will be made.

LIMITATIONS

This warranty does not cover:

- Any areas that have been modified or regarded by anyone other than the builder.
- Any settlement that may occur
- Drainage swales, sump-pump discharge, or frozen ground
- Any ponding that does not pose a threat to the under floor of the home.

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 and garage 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.
7. The Builder's Limited Warranty Program covers exterior paint for the first year only. 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.
8. 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.
9. 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.
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, air conditioner, 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 been answered. Also, please be sure to review the additional information contained in your Customer Relations CD or 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.

Manufacturer Warranty Information

Manufacturer Warranty information can be found by visiting:

Moen plumbing fixtures

www.Moen.com

GE Appliances

www.GEappliances.com

Armstrong Vinyl

www.Armstrong.com

Shaw Floors

www.Shawfloors.com

Atrium Windows

www.Atrium.com

LP Siding

www.LPcorp.com

IKO Roofing

www.IKO.com

Norcraft Cabinets/Mid Continent

www.Norcraftcompanies.com

Lasco Tubs & Showers

www.Lascobathware.com

Schlage Door hardware

www.Schlage.com

Laminate Countertops

www.Wilsonart.com

Seagull Light Fixtures

www.Seagulllighting.com