



HAKEB BROTHERS

O w n t h e H o m e Y o u L o v e .

Warranty & Homeowner's

M A N U A L

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HAKES BROTHERS®

Own the Home You Love.

Congratulations on the purchase of your new home. Our goal is for you to LOVE your home. We look forward to serving you. Because new homes are largely built by hand, construction mistakes sometimes occur. Accordingly, your home may have occasional warranty-related issues. Hakes Brothers has a reputation for standing behind its work and quickly and thoroughly responding to service requests that are covered by the Hakes Brothers Limited Warranty, assurance that your investment is well protected. This Homeowner's Manual will assist you before and after the purchase of your home. This book explains the Limited Warranty in its entirety, and we encourage you to take time to READ IT CAREFULLY.

This Limited Warranty provides you with protection in accordance with this warranty book for six full years of home ownership. During the first year, your Builder is responsible for specified warranty obligations, including the fit, finish and materials used in the construction of your home. Through the second year, your Builder's warranty responsibilities include certain portions of the plumbing, electrical, heating, and air conditioning delivery systems. Finally, for the remaining four years, your Warranty applies to Structural Components as defined in this book.

We are thrilled to welcome you to the Hakes Brothers family of homeowners and are always ready to serve you.



SUMMARY

This Manual is designed to do three things:

1. Give an overview of useful homeowner maintenance tips.
2. Provide the specific details of the Limited Warranty, including its conditions, exclusions, and limitations.
3. Define the Performance Standards.

Throughout this Manual, when the term **“Builder”** is used, it refers to the subsidiary of Hakes Brothers that is named as the **“Seller”** on the Builder’s purchase agreement.

The term **“homeowner”** refers to the person or persons that are named as **“Buyer”** on the Builder’s purchase agreement.

The term **“home”** refers to each private dwelling unit that is newly built by the Builder and the fixtures and the structure that are made a part of a newly built private dwelling unit at the time of construction.

The term **“closing date”** refers to the date that the homeowner closes escrow on the home.

The term **“construction defect”** refers to a failure to meet the applicable performance standards as set forth herein of the home and subject to the provisions and procedures of the Residential Construction Liability Act, Chapter 27 of the Texas Property Code, except as modified by this Limited Warranty.

The term **“Manual”** refers to this homeowner’s Manual.

In general terms, this Manual describes the responsibilities of the Builder and the responsibilities of the homeowner. Each homeowner should have a home that is free from defects at the time of the closing date. If the home has defects in material or workmanship, that are observable conditions which are covered by the Limited Warranty as detailed in this Manual, and the homeowner brings these defects to our attention during the warranty coverage period of the defective item, the Builder will repair or replace the defective item in accordance with the terms and details that are outlined in the Limited Warranty. If there is a problem that is due to the actions of the homeowner, occupants of the home, or others, or from normal wear and tear, or if there are observable conditions that are not covered under the Limited Warranty as detailed in this Manual, the Builder is not responsible for repairing the problem and it will be considered the homeowner’s responsibility.

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I. HOMEOWNER MAINTENANCE SUMMARY

Although quality materials and workmanship have been used in the construction of your home, it requires your care from the first day. None of the materials used in the construction of your home will last forever; however, most will last an extended period of time if properly cared for. **Regular homeowner maintenance is essential to maintaining a quality home for a prolonged period of time and for maximizing the experience of homeownership.**

Periodic maintenance is necessary because of normal wear and tear, the inherent characteristics of the materials used in your home, and the normal service required by the mechanical systems. Natural fluctuations in temperature and humidity also affect your home, resulting in maintenance items. It is impossible to anticipate and describe every scenario where maintenance is needed for good home care.

This Manual is not intended to cover every responsibility that is assumed by the homeowner. We focused on the topics that are most commonly asked about by our homeowners. Because we offer a variety of floor plans and optional features, this Manual may discuss components that are not present in your particular home.

Performing routine maintenance can prevent a more serious, time-consuming, and costly repair later. Neglecting routine maintenance can void applicable Limited Warranty coverage on all or part of your home. By caring for your new home attentively, you ensure uninterrupted warranty coverage as well as enjoyment of your

home for years. Select Homeowner Maintenance Tips, including applicable limitations to this Limited Warranty, are found in Section IV at the end of this Manual.

II. THE LIMITED WARRANTY

A. Introduction to the Limited Warranty

The homeowner should read the entire Limited Warranty so that the homeowner understands its details, conditions, limitations, and exclusions, as well as the procedures for requesting warranty service and for mediation and binding arbitration in the case of a dispute. The homeowner should also read and understand the Performance Standards so they understand how Limited Warranty coverage is determined and implemented and what the homeowner's responsibilities are.

This is not a maintenance agreement, a service agreement, or an insurance policy. It is an explanation of what the homeowner can expect from this Limited Warranty.

Throughout this Limited Warranty, there are occasional references to additional Warranty coverages that apply only to homeowners whose home is originally financed by an FHA or a VA loan, as required by law.

Prior to the closing date, the Builder will conduct a **New Home Orientation** ("NHO") with the homeowner, or a representative of the homeowner. The Builder encourages each homeowner to personally attend the NHO; however, if the homeowner chooses to not attend the NHO, the Builder is willing to perform the NHO with a representative of the homeowner, such as a family member, friend, or real estate agent. It is possible that an agent, attending the NHO

on your behalf, will require the homeowner to provide a release of liability in order to perform the NHO on your behalf.

The purpose of the NHO is for the homeowner to familiarize themselves with the operation and working of the home, review important homeowner maintenance responsibilities, and to review the features and quality construction used in building the home.

At the NHO, please review all items in the home for surface damage and provide written notice to the Builder setting forth the damages. After the closing date, the Builder will not repair or replace items in the home that have surface or cosmetic damage/blemishes which are not noted as part of the NHO, as it is difficult to ascertain if the Builder is responsible for such damages. Some items to review at the NHO include, but are not limited to, appliances, cabinets, carpet, ceramic tile and grout, counter tops, doors, drywall, iron gates, fireplaces, garage overhead doors, door hardware, light fixtures, plumbing fixtures, landscaping, stone veneer, rock walls, block walls, mirrors, painting, roofing, stucco, windows, and wood trim. It will be assumed that any surface or cosmetic damage/blemishes to the above items that is noted after the closing date is the responsibility of the homeowner. If the homeowner chooses not to attend the NHO, they will lose the opportunity to point out surfaces that have cosmetic or other damage or blemishes, and any surface or cosmetic damage or blemishes to the items listed above will be the responsibility of the homeowner.

B. Builder's Limited Warranty

The Builder warrants that the materials and workmanship used in the construction of each home will meet the Performance Standards. This Limited Warranty is limited to repairs or replacements that are necessary as a result of defects in materials or workmanship that do not meet the Performance Standards. The Builder will repair or replace or pay the reasonable costs to repair or replace such defective items so that they meet the Performance Standards, provided the Builder receives written notice of said defect within the timeframe of the relevant Warranty Coverage Period (see Warranty Coverage Periods below). Limited Warranty coverage is only available for items specifically noted in the Performance Standards. The Performance Standards are promulgated by the Texas Association of Builders and further defined in section III.A. in this Manual.

This Limited Warranty applies only to "Covered Defects", which are defined as defects in workmanship or material that are part of the structure of the home or are elements of the home that were supplied by the Builder at the time of the closing date and which represent a failure to meet the applicable Performance Standards as set forth herein of the home and subject to the provisions and procedures of the Residential Construction Liability Act (RCLA), Chapter 27 of the Texas Property Code, except as modified by this Limited Warranty.

The existence of a Covered Defect is not a breach of this Limited Warranty, although the Builder will repair or replace (or pay the reasonable costs to repair or replace) Covered Defects

so that they perform according to the Performance Standards.

1. Warranty Coverage Periods and Structural Components Coverage

a. One Year Coverage. The Builder warrants that the materials and workmanship used in the construction of the home will meet the Performance Standards for one (1) year after the closing date.

b. Two Year Coverage. The Builder warrants that certain portions of the plumbing, electrical, heating, and air conditioning delivery systems will meet the Performance Standards for two (2) years after the closing date.

c. Six Year Structural Components Coverage.

The Builder warrants that the construction of the home will meet the "Performance Standards for Structural Components" (defined below), subject to the limitations noted below, for six (6) years after the closing date.

"Structural Components" of the home are defined as the load-bearing portions, and the integral connection between them, of the following elements of a home: footings and foundations; beams; headers; girders; lintels; columns; load-bearing portions of walls and partitions; roof framing systems, to include ceiling framing; structural floor systems; and structural masonry arches. Structural Components do not include components and/or component parts such as, including but not limited to: non-load-bearing walls, non-load-bearing columns, wall tiles or wallpaper, drywall, plaster, flooring, subfloors and associated material, stucco of any kind or application, brick, stone, exterior siding, cladding, roof shingles, roof tiles, roof mem-

branes, sheathing even if rated for structural support, tar paper, mechanical systems and its component parts, manufactured equipment, doors, trim, cabinets, hardware, insulation.

Performance Standards for Structural Components are defined as follows: Structural Components (as defined in Section II.B.1.c., above) will be considered defective and covered by this Limited Warranty ONLY when all of the following conditions are present: (1) there is actual physical damage to any Structural Components of the home; (2) the damage to the Structural Component causes the damaged Structural Component(s) to fail to perform its load-bearing function, and (3) the home becomes materially unsafe, unsanitary, or otherwise uninhabitable to its occupants as a result of the damaged Structural Component's failure to perform its load-bearing function. If all of the above conditions are NOT met, there will be no action taken by the Builder to correct the load-bearing capability of Structural Components.

Builder corrections of defects that do not meet the Performance Standards for Structural Components within the Six Year Structural Components Coverage Period are limited to repairs or replacements or payment of reasonable costs for repairs or replacements that are necessary to restore the load-bearing capability of the Structural Component(s).

2. Appliances and Equipment with Manufacturer Warranties are Excluded from this Limited Warranty

The Builder assigns to the homeowner, at the time of the closing date, all rights under any manufacturers' warranties for any appliances and equipment (including, but not limited to,

furnaces, water heaters, air handling equipment, ventilating fans, air conditioning equipment, pumps, stoves, ranges, microwaves, refrigerators, gas cooktops, range hoods, dishwashers, washing machines, dryers, garbage disposals, automatic garage door openers, bathtubs, sinks, plumbing fixtures and faucets, electrical fixtures, toilets, circuit breakers, and other similar items) that were used in the construction of the home. Refer to the literature provided by the manufacturer for complete information. This literature will be found in the kitchen cabinet drawers of the home and the homeowner will confirm that all relevant literature is present in the home at the time of the NHO.

Defects in the appliances and equipment that were used in the construction of your home that are covered by manufacturers' warranties are excluded from coverage under this Warranty. If the homeowner makes a timely claim under a manufacturers' warranty that is not responded to by the manufacturer, the Builder will attempt to assist the homeowner to resolve the problem with the manufacturer or supplier within the first year after the closing date if the problem is actually warrantable by the manufacturer. If there is a malfunction or defect with an appliance or equipment of the home that is covered by a manufacturer warranty that occurs within the first year after the closing date, the Builder will correct the malfunction only if it is due to damage that happened during installation or damage due to incorrect installation.

C. Responsibilities and Conditions

1. The homeowner is responsible for providing regular maintenance of the home and the surrounding area of the home. General and

preventative maintenance is necessary on a routine basis to prolong the life of the home.

2. The homeowner must give written notice to the Builder of all claims for warranty service no later than the expiration of the applicable Warranty Coverage Period(s). Written notice of warranty claim(s) must be made either through our company website or through certified mail, as follows:

a. Submit your warranty claim online through the Hakes Brothers website at <https://www.hakesbrothers.com/contact#warranty>

b. Send a written warranty claim by certified mail, postmarked no later than the expiration date of the applicable Warranty Coverage Period, to the Builder at:

**Hakes Brothers
Warranty Department
PO Box 2022
Las Cruces, NM 88004**

Failure of homeowner to have their written warranty claim postmarked or sent to the Builder through our company website before the expiration of the applicable Warranty Coverage Period(s), either by email or certified mail as outlined above, will relieve the Builder of its obligations under this Limited Warranty. Written notices must describe the defect or defects with reasonable detail and provide the full street address of the home, homeowner's name, email address, and any working phone numbers. For homes in Texas, a written warranty claim is not to be construed as a notice of construction defect under the Texas Residential Construction Liability Act (RCLA), Chapter 27 of the Texas Property Code, and any notice under

said act shall be separately sent as required under law.

3. The homeowner must provide the Builder, its agents, employees, and trade contractors reasonable and timely access to the home during “Normal Working Hours” to complete warranty repairs, which are defined as Monday through Friday, from 8am to 4pm. Failure of the homeowner to provide the Builder with reasonable access to the home during Normal Working Hours will relieve the Builder of their obligations under this Limited Warranty and will result in the Builder closing out any warranty claim where the homeowner does not give reasonable access to the Builder, its agents, employees, and trade contractors within 20 days of request for such access to assess coverage or provide repairs by the Builder, its agents, employees, or trade contractors.

4. This Limited Warranty is given to the original owner of the home and any subsequent owner as long as the subsequent owner uses the home for their primary residence. In the event a subsequent owner takes title to the home as described above, the Warranty Coverage Periods that applied to the original homeowner will not be extended in duration.

5. The contract associated with this Limited Warranty along with the terms and conditions therein are incorporated into this Limited Warranty, including but not limited to the dispute resolution provisions. As a condition precedent to the applicability of this Limited Warranty, the homeowner must follow each term and condition in the contract associated with this Limited Warranty, the requirements of the RCLA, all other legal requirements, and any and all other requirements in any instrument related

to the home, including but not limited to any third-party warranty. Any and all claims with the applicable third-party warranty company, insurance carrier or other responsible party is to be made before a claim under this Limited Warranty is present to Builder, and there is no Builder responsibility until same is fully completed in all respects unless Builder, at Builder’s sole and exclusive discretion, agrees to participate concurrently.

6. If any provisions of this Limited Warranty are found to be void or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain valid and in force.

7. This Limited Warranty is binding on the Builder and on the homeowner and all its heirs, successors, assigns, administrators, and executors.

8. The Builder has sole discretion to repair or replace or pay the reasonable costs to repair or replace defects that do not meet the Performance Standards and that are not excluded from coverage under this Limited Warranty.

9. In the event the Builder elects to pay the reasonable costs to the homeowner to repair or replace Covered Defects, such payment will not be made prior to the Builder’s receipt of a full and unconditional release, in recordable form, of all legal obligations with respect to the repairable or replaceable defect(s) and any conditions arising from the warranted items by the homeowner.

10. If the Builder repairs, replaces or pays the reasonable cost of repairing or replacing any defect for which the homeowner is covered by a manufacturer’s warranty or by insurance

(including that of the homeowner which covers such damage or other insurance), the Builder will be subrogated, automatically, to the rights of the homeowner under that manufacturer's warranty or insurance coverage, to the extent of the costs paid or incurred by the Builder. The homeowner shall not do anything to prejudice the rights of the Builder to subrogation.

11. The Builder is not responsible for matching colors, surfaces, or textures when making repairs or replacements under this Limited Warranty. This will also apply to areas that have colors, surfaces, or textures where the original material has been discontinued.

12. The Builder reserves the right to make repairs or correct defects for which it is responsible, according to the terms stipulated in this Limited Warranty, at the time and in the manner deemed most appropriate by the Builder.

13. For any repairs or replacements performed by the homeowner to qualify for reimbursement by the Builder, the homeowner must have written authorization by the Builder prior to making such repairs or replacements. Additionally, repairs made by any person other than the Builder or its agents shall no longer be covered by the Limited Warranty because the Builder was not involved in quality control of such repair or replacement.

14. No employee, trade contractor, representative, or agent of the Builder has the authority to change the terms of this Limited Warranty.

15. Any warranty repairs made by the Builder to correct Covered Defects shall not act to extend the Warranty Coverage Periods of this Limited

Warranty or any applicable statutes of limitation or repose.

16. If the Builder voluntarily provides a repair or replacement when it is not obligated to do so under this Limited Warranty in any one instance, such act will not create an obligation to do so in any other instance; nor will any such repair or replacement extend the Warranty Coverage Periods or in any way alter the terms of the Limited Warranty.

17. The benefits of this Limited Warranty shall only be extended to the homeowner when the coverage provided by other warranties or insurance (including, without limitation, that of the homeowner) has been exhausted, whether such warranties or insurance is collectible or not.

18. If the home to which this Limited Warranty coverage applies is subject to foreclosure, this Limited Warranty will become void on the date the homeowner vacates the home due to foreclosure proceedings. An exception to this condition will be made for homes that are financed originally under an FHA or VA loan, as required by law.

D. Limitation of Liability

The Builder's liability under this Limited Warranty is limited to fulfilling the obligations that are created by the specific terms of this Limited Warranty, namely repairs and replacements of construction defects that do not meet the Performance Standards or the Performance Standards for Structural Components. Under no circumstances will the Builder's warranty obligations exceed in the aggregate the amount of the original purchase price of the home. In the

event of a discrepancy between this Limited Warranty and the Performance Standards, the terms of this Limited Warranty shall control.

Under no conditions will the Builder be liable for special, incidental or consequential damages (which include, but are not limited to, death, bodily injury, loss or damage or injury to land, animals, and persons, damage to any property not provided by the Builder as part of the construction of the home at the time of the closing date, loss of the use of the home, any claimed decrease in the value of the home, or fees for professional services such as attorney's fees, expert or consultant's fees and costs), regardless of the form of action or legal theory under which any claim is brought against the Builder for negligence, strict liability, breach of contract, or breach of warranty.

HOMEOWNER AGREES AND UNDERSTANDS THAT OTHER THAN THE WARRANTIES PROVIDED IN THIS EXPRESS LIMITED WARRANTY, ALL OTHER WARRANTIES ARE DISCLAIMED AND HOMEOWNER IS WAIVING ANY AND ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF GOOD AND WORKMANLIKE REPAIR OR MODIFICATION OF EXISTING TANGIBLE GOODS OR PROPERTY, THE IMPLIED WARRANTY OF GOOD AND WORKMANLIKE CONSTRUCTION, PERFORMANCE, WORKMANSHIP, REPAIR, MODIFICATION, MERCHANTABILITY, SUITABILITY AND FITNESS. THE IMPLIED WARRANTY OF HABITABILITY IS WAIVED TO THE FULLEST EXTENT ALLOWED UNDER LAW, AS THE HOMEOWNER UNDERSTANDS AND AGREES THAT THE REPAIR OBLIGATIONS HEREUNDER ARE SUFFICIENT TO REPLACE ANY SUCH IMPLIED WARRANTY AND UNDERSTANDS THAT THE HOME MAY

BECOME UNSAFE FOR HABITATION BUT THAT THE OBLIGATIONS HEREUNDER ARE SUFFICIENT FOR THE REPLACEMENT OF ANY SUCH IMPLIED HABITABILITY WARRANTY; HOWEVER, TO THE EXTENT THAT IT IS FINALLY DETERMINED UNDER THE DISPUTE RESOLUTION PROVISIONS HEREIN THAT THE HOME IS NOT HABITABLE DIRECTLY BECAUSE OF A CONSTRUCTION DEFECT, THE WARRANTY OBLIGATIONS HEREIN ARE SUFFICIENT TO CURE ANY SUCH CONSTRUCTION DEFECT TO BRING THE CONSTRUCTION DEFECT INTO COMPLIANCE WITH THE APPLICABLE STANDARD, NOTWITHSTANDING THE BUILDER IS NOT LIABLE FOR ANY RESULTING DAMAGES, CONSEQUENTIAL DAMAGES, CONDITIONS, INJURIES, DEATH OR OTHERWISE. THE PARTIES AGREE THAT THE LIMITED WARRANTY ADEQUATELY SETS FORTH THE MANNER, PERFORMANCE, AND QUALITY OF THE CONSTRUCTION OF THE HOME.

Homeowner acknowledges, understands, and agrees that the terms of this Limited Warranty are clear, specific, and sufficiently detailed to establish the only standards of construction performance. Builder and homeowner agree that this Limited Warranty will control any warranty, workmanship, material, or any other defect claims regarding the home.

The Builder will not be responsible for any damage that occurs due to the homeowners' failure to reasonably allow the Builder to make warranty repairs in a timely manner or during Normal Working Hours, which are Monday through Friday between 8 am and 4 pm, excluding company holidays. Failure of the homeowner to grant reasonable access to the Builder to make warranty repairs or replacements during normal working hours will relieve the Builder of its

obligations under this Limited Warranty. If the homeowner makes or pays for warranty repairs or replacements without prior written authorization of the Builder, the Builder will not be responsible for the said work and there shall be no further warranty coverage under this Limited Warranty for said work. Agents, employees or representatives of the Builder, or others, do not have the authority to give the homeowner permission to have repair work or replacements done by others.

The coverage of this Limited Warranty is only available to the homeowner when the procedures for requesting Warranty Service are followed as outlined in this Manual.

The Builder will repair or replace finishes, surfaces or coverings that must be removed to make repairs or replacements under this Limited Warranty. Repairs or replacements of such finishes, surfaces or coverings will restore them to roughly the same conditions they were found prior to removal but will not be to “like new” conditions. The Builder does not guarantee that such repaired or replaced finishes, surfaces or coverings will match the original surrounding finishes, surfaces or coverings due to product availability, fading, and other factors.

E. Exclusions of this Limited Warranty

The following items are NOT covered under this Limited Warranty:

- 1.** Defects in any item that was not part of the original home as constructed by the Builder.
- 2.** Loss or damage to land or boundary walls or retaining walls, unless the retaining wall directly supports the foundation of the home.

- 3.** Any defect caused by or worsened by negligence, improper maintenance, lack of maintenance, improper action or inaction, or willful or malicious acts by any party other than the Builder, its employees, agents, or trade contractors.

- 4.** Normal wear and tear of the home or appliances and equipment in the home.

- 5.** Loss or damage from defects caused by, or resulting from: actions of the occupants of the home or others, normal wear and tear, moving into the home, climactic conditions, normal characteristics of certain building materials, expansion, contraction, moisture, humidity or any damage resulting from negligence, improper maintenance or abnormal use.

- 6.** Loss or damage caused by acts or omissions by the homeowner or its agents or employees or licensees or invitees or others outside the control of the Builder, fire, explosion, smoke, accidents, riots, civil commotion, theft, vandalism, acts of God, flood, storms, waves, spray from tidal waves or floods (whether or not driven by wind), overflow of a body of water, water escape, changes that were not reasonably foreseeable in the level of underground water table, glass breakage, windstorms (and their resulting sand, dust or dirt), mudslides, nuclear hazards, drought, faults, crevices, war, terrorism, hail, lightning, hurricanes, tropical storms, blasting, mine subsidence, falling trees, water which backs up from sewers or drains, water which exists below the surface of the ground (including water that exerts pressure on, or seeps through or leaks through a building, sidewalk, driveway, foundation, swimming pool, or other structure(s)), wetlands, springs, aquifers, aircraft, vehicles, and earthquakes. For homes that were

originally financed with FHA or VA loans only, surface water and underground water which cause an unforeseeable hydrostatic condition with resultant damage to the structure are covered under this Limited Warranty.

7. A defect or structural defect that first occurs outside of the applicable warranty term, including but not limited to “walk-through” or “punch list” items that were identified prior the effective date of warranty.

8. Any condition that has not resulted in observable or measurable physical damage to your home.

9. The diminished market value of the home resulting from a defect, structural defect or the repair of a defect or structural defect.

10. Any defect or damage caused by changes in the grading or drainage patterns, homeowner-installed landscaping or improvements, or by excessive watering of the ground of the homeowner’s property or by any party other than the Builder, its employees, agents, or trade contractors.

11. Any loss or damage that arises while the home is being used for nonresidential purposes.

12. Erosion, including deposits of soil or dirt resulting from storm runoff or drainage, and loss or damage resulting from a failure of homeowner to establish ground cover in the rear yard, including soil erosion from the rear yard into the front yard.

13. Any damage to the extent it is caused or made worse by the failure of anyone other than

the Builder or its employees, agents, or trade contractors to comply with the requirements of this Limited Warranty.

14. Loss or damage that results from negligent use of the home by anyone except for the Builder, its agents, employees, and trade contractors.

15. Any defect or damage that is covered by a manufacturers’ warranty that has been assigned to the homeowner under this Limited Warranty.

16. Failure of the homeowner to take timely action to minimize loss or damage, or failure of homeowner to give the Builder timely notice of the defect.

17. Any loss or damage that is covered by other insurance (including that of the homeowner) or that is compensated by state legislation.

18. Damage directly or indirectly caused by insects or animals to the home or occupants of the home.

19. Loss or damage resulting from work or materials provided by anyone other than the Builder or its employees, agents, or contractors.

20. After the one (1) year anniversary of the closing date, loss or damage to any components of structurally attached patios, balconies, decks, porches, and stoops. In addition, loss or damage to the home made worse by, or resulting from any components of structurally attached patios, decks, porches, and stoops.

21. Damage to real property that is not part of the home’s purchase price.

22. Bodily injury or personal injury of any kind, including but not limited to physical or mental pain and suffering and emotional distress and any medical or hospital expenses.

23. Damage to personal property.

24. Any condition that does not result in actual physical loss or damage to the home, including, but not limited to, health risks that result from the presence or consequence of radon, methane, formaldehyde, electromagnetic fields, mold, microbes, or other intoxicants, pollutants, and contaminants. The Builder is never responsible for any damages (including, but not limited to, property damage, personal injury, emotional distress, or adverse health effects), which are caused by mold or by any other agent connected with the presence of mold.

25. Any claim where an insurance claim was made by the homeowner without providing the Builder the opportunity to inspect the home and determine coverage under this Limited Warranty.

26. Trees or plants that are part of the landscaping provided by the Builder.

27. Damage to Structural Components that are due to movement of the soil, where such movement is caused by earthquakes, floods, acts of God, or activities of the homeowner or its agents or the occupants of the home.

28. Loss or damage caused by failure of the homeowner or anyone other than the Builder or its agents, employees, or trade contractors to provide routine and proper maintenance to: (a) the home according to the requirements of the manufacturer of the appliance, fixtures, and

equipment in the home, and (b) the property on which the home is located.

29. High levels of humidity, dampness, condensation, or mold that forms as a result of the homeowner not providing adequate ventilation in the home. The Builder is never responsible for any damages (including, but not limited to, property damage, personal injury, emotional distress, or adverse health effects), which are caused by mold or by any other agent connected with the presence of mold.

30. Birds, vermin, rodents, animals, pets, plants or insects, including but not limited to, termites.

31. Falling trees or other falling or moving objects, including but not limited to aircraft or vehicles.

32. Loss or damage not otherwise excluded under this Limited Warranty that is not a defect in the construction of the home by the Builder or its agents, employees, or trade contractors as defined in the Performance Standards.

33. Loss or damage that results from a failure to maintain proper temperatures in the home by using the heating and cooling systems.

34. Loss or damage to utility services that were not installed by the Builder.

35. Loss or damage to the home as a result of the homeowner or the occupants of the home overloading any Structural Components beyond their load-bearing capabilities. The homeowner should consult a structural engineer for advice before loading the floors of the home with heavy objects including, without limitation, pool tables, pianos or waterbeds.

36. Consequential damages including, but not limited to, shelter, food, storage, moving, and transportation costs associated with relocation due to repairs or replacements made under this Limited Warranty. For homes that were originally financed by FHA or VA loans, consequential damage to real property as a result of a defect or a repair of a defect are covered under this Limited Warranty.

37. Any portion of a public or private water supply system, including pressure and volume.

38. Any portion of a public or private sewer system including the design. For homes that were financed originally with an FHA or VA loan, private sewer systems are not excluded from coverage under the Limited Warranty.

39. Violation of any building codes or ordinances that are not enforced locally. The exception is where such violation constitutes a defect that is covered under this Limited Warranty. In such cases, the Builder will only be obligated to correct the defect as defined in the Performance Standards; the Builder will not be obligated to bring the home into conformance to local building codes.

40. Any defect consisting of, caused by, contributed to, or aggravated by moisture, mold, fungus, rust, mildew, or wet or dry rot, regardless of the source or cause of the moisture or the moisture penetration that leads to the defect. The Builder is never responsible for any damages (including, but not limited to, property damage, personal injury, emotional distress, or adverse health effects), which are caused by mold or by any other agent connected with the presence of mold.

41. Transmission into the home of outdoor noises, sounds, and smells, and sounds transmitted from one room or area to another inside the home.

42. Loss or damage that results from loss of views.

43. Any item that is not a defect according to the Performance Standards. The above list of exclusions is not meant to be an exhaustive list of items that are not covered under this Limited Warranty.

44. Attorney fees, cost of investigations, witness fees, testimony or any other related costs or expenses you incur as a result of a defect, structural defect or the repair of a defect or structural defect.

F. Requesting Warranty Service Procedures

1. Submit All Warranty Requests in Writing.

If you feel there is a defect with your home that is covered by this Limited Warranty, you must submit a written warranty service request in one of the following ways:

a. Submit your warranty claim online through the Hakes Brothers website at <https://hakes-brothers.com/contact#warranty>.

b. Mail your warranty service request using certified mail to:

**Hakes Brothers
Warranty Department
PO Box 2022
Las Cruces, NM 88004**

Make sure the letter provides us with your full name, subdivision name, address of the home for which warranty service is being requested, phone number, email address, and be sure to clearly describe the nature of your warranty claim and your expected outcome.

2. Receiving Warranty Service

a. Warranty Assessment. After you submit the warranty request online, a representative of the Builder's Warranty team should contact you within 1-3 business days to make an appointment to assess the warranty request. All warranty assessment appointments need to be made during regular working hours, which are Monday through Friday between 8am and 4pm. During the warranty assessment appointment, the representative of the Builder's Warranty team will determine whether the requested item(s) are due to a defect that is covered by this Limited Warranty, or if the item is not warrantable and is the homeowner's responsibility to provide maintenance. If the item(s) are not warrantable and are considered homeowner maintenance, the Builder representative will attempt to be helpful by offering maintenance tips and ideas. If the item(s) are defects that are covered under this Limited Warranty, the defect will be repaired or replaced at our discretion so that it performs to the Performance Standards.

b. Warranty Repairs. We will need access to your home during regular working hours (Monday through Friday between 8am and 4pm, excluding holidays), to complete warranty repairs. All repairs should take place while the homeowner is at home. We will start and finish repairs as soon as possible depending on your schedule, our work schedule, and the schedule of the trade contractors and availability of ma-

terials needed for the repairs. Your flexibility and cooperation are necessary for us to start and complete repairs.

3. Emergency repairs

A quick response is essential to emergencies. Often, if the homeowner takes appropriate action it can solve a problem immediately or mitigate the situation until a technician arrives.

The following situations qualify as "emergencies":

- a.** Total loss of heating or air conditioning during extreme weather conditions.
- b.** Total loss of electricity (before reporting this to the Builder, check with the local electrical utility).
- c.** Plumbing leak that requires the main water shutoff valve to be turned off or that damages the home or items in the home.
- d.** Total loss of water (check with local water utility first).
- e.** Gas leak (if the gas leak is not due to work performed by the Builder, its agents, employees, or Trade Contractors, the homeowner will be charged for the service call).
- f.** Electrical problem that is a fire hazard or is dangerous.
- g.** A complete blockage of the plumbing drain system of your home that makes it impossible to utilize the plumbing drain system in your home.
- h.** Any other problem with your home that

creates a potential for injury that cannot be reasonably avoided without immediate correction.

In an emergency, the most important thing is to protect you and your family or occupants from harm. Once you and they are safe and secure, take the appropriate steps to correct the problem. If you have a water leak, turn off the main shut-off valve. During your New Home Orientation, the location of the main shut-off valve will be shown to you. You may also turn off the main valve at the water meter.

For emergencies, call: **(855) 55-HAKES**

It is important that you notify us of emergencies immediately. Damage that occurs as a result of a delay in reporting an emergency will not be the responsibility of Hakes Brothers.

4. Non-Emergencies

a. Air Conditioning. Understandably, if your air conditioner is not working, you want it fixed right away. The HVAC contractors who address these needs generally respond to calls on a first-come, first-served basis. If your call for air conditioning service comes during peak service times, you may wait several days for the air conditioning problem to be repaired. For this reason, we recommend that you operate and test your air conditioner as soon as warm temperatures begin. In this way, if service is needed, you can avoid the rush and get a more satisfactory response.

b. Roof Leak. While we agree that a roof leak is indeed an urgent matter, the reality is that repairs cannot safely or effectively be performed while the roof is wet. We will act as soon as safe-

ty allows (*see Roof section in the Performance Standards*).

G. Dispute Resolution

Mediation and Arbitration

Builder and homeowner shall attempt in good faith to resolve promptly by negotiation any and all claims, controversies, and Disputes (as defined herein) arising under, out of, or relating to this Limited Warranty.

If such negotiation is unsuccessful, any party by written demand on the other party may request that the Dispute be mediated, and all parties agree to participate in good faith in such mediation.

Mediation is a condition precedent to any further dispute resolution between the parties, including arbitration or any litigation proceedings or otherwise; and failure to mediate is a breach. The mediation shall take place in the subject property unless otherwise agreed, and the mediator shall be an attorney licensed to practice law in Texas.

If the parties are unable to jointly select a mediator, one shall be appointed pursuant to the American Arbitration Association ("AAA") applicable rules. The parties shall share equally any mediation fees and expenses.

If such mediation does not result in full resolution of the Dispute, the Dispute shall be submitted to binding arbitration by an arbitrator in accordance with the procedures and conditions of the AAA then applicable AAA rules, procedures, and protocols determined by the

arbitrator to be most applicable to the nature of the Dispute, as herein defined, including, where applicable.

The term "Dispute" includes, but is not limited to, claims, disputes and/or causes of action arising in connection with: (i) this Limited Warranty, (ii) the contract, including but not limited to the negotiation, formation, subject matter, breach, modification, cancellation, or termination thereof; (iii) development, design, construction, preparation, maintenance, or repair of the home; (iv) any representations, omissions, promises, or warranties, express or implied, alleged to have been made by Builder or Builder's representatives; (v) violations of any statute, including without limitation any claim under the Texas Deceptive Trade Practices Act, Insurance Code and/or similar statutes or regulations; (vi) personal injury or damage; (vii) claims of fraud or misrepresentation; and/or (viii) any other agreement, transaction, occurrence or event giving rise to a disagreement over breach of legal duties, rights, or obligations which involve Builder, homeowner and/or their respective affiliates, agents, representatives and/or assigns. The following shall apply to all mediation/arbitration proceedings:

a. A request for warranty performance is not to be construed as a notice of construction defect under the Texas Residential Construction Liability Act and that any notice under said action shall be separately sent as required herein and under law.

b. Each party shall pay its own attorney's fees and expenses related to mediation and arbitration including, without limitation, expert fees and costs of production of materials, unless otherwise mandated as expressly non-waivable

by law, otherwise same is waived. Fees and expenses of the mediator and arbitrator will be borne by the party initiating the mediation/arbitration, provided that if such party prevails by the arbitrator's award, the other party shall be responsible for fees and expenses of the mediator and/or arbitrator, unless prescribed by law. If the award recognizes validity to both parties' actions, responsibility for fees and expenses of the mediator and/or arbitrator shall be apportioned by the arbitrator. Inasmuch as this Limited Warranty and the original sales contract provides for mandatory mediation/arbitration of disputes, if any party commences litigation in violation of these provisions, such party shall reimburse the other parties to the litigation for their costs and expenses, including but not limited to attorney's fees, incurred in seeking abatement of such litigation and enforcement of arbitration.

c. The arbitration shall in all things be confidential and private, the parties hereto agreeing that no court proceedings or lawsuit is necessary for the resolution of a dispute hereunder, and that the breach of this confidentiality and privacy provision is a material term. The arbitration award or decision is final and may be confirmed, entered, and enforced as a judgment in a court having jurisdiction, subject to appeal only in the event of the arbitrator's manifest disregard of the law, no evidence to support the award, or other such grounds for appeal or arbitration awards that exist by statute, common law, or the applicable rules of the administrative agency; however, no arbitration award will be allowed to be confirmed or filled for confirmation in any court of law, regardless of the applicable rules of the arbitration, before the expiration of 90 days after the award is issued and/or signed by the arbitrator and all rules related

to the modification, clarification or otherwise in the arbitration proceeding are expired, and breach of this provision is a material term.

d. Any Dispute, claim and/or cause of action must be filed for arbitration no later than two years and one day after the date of accrual and the statute of limitations is shortened to this time period unless any such Dispute, claim and/or cause of action already has a shorter limitations period as a matter of law. It being a breach of contract and violation of this Limited Warranty, the filing of a lawsuit in a court of law does not toll the limitations periods.

e. Under no circumstances shall a party be liable for any special, indirect, or consequential damages, including claims of mental anguish.

f. This Limited Warranty is not governed by the Texas Real Estate Commission.

g. THE PARTIES HERETO HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY DISPUTE, CLAIM OR CAUSE OF ACTION.

III. PERFORMANCE STANDARDS

One Year Warranty Period

Performance Standards for Yard Grading

1. Yards shall have grades, swales and/or other measures that provide for proper drainage in accordance with the International Residential Code or, if the context requires, the National Electrical Code (the "Code"), governmental regulations or otherwise in accordance with an applicable drainage and grading plan, if any, and/or approved variations. The homeowner shall maintain the drainage pattern and protect

the grading contours from erosion, blockage, over-saturation or any other changes. The possibility of standing water, not immediately adjacent to the foundation but in the yard, after prolonged or an unusually heavy rainfall event should be anticipated by the homeowner.

2. Settling or sinking of soil shall not interfere with the drainage patterns of the lot or have a vertical depth of six inches or more.

Performance Standards for Foundations and Slabs

1. Performance Standards for Raised Floor Foundations or Crawl Spaces.

2. A crawl space shall be graded and drained properly to prevent surface run-off from accumulating deeper than two inches in areas 36 inches or larger in diameter. Exterior drainage around perimeter of a crawl space shall not allow water to accumulate within ten feet of the foundation for more than 24 hours after a rain except in a sump that drains other areas. Water shall not enter into the basement or crawl space or seep through the basement floor. The homeowner shall not modify improperly the existing grade or allow water from an irrigation system to cause water to accumulate excessively under the foundation. The homeowner shall not allow landscape plantings to interfere with proper drainage away from the foundation. The homeowner shall not use the crawl space for storage of any kind.

3. Water shall not enter through the basement or crawl space wall or seep through the basement floor. The homeowner shall not modify improperly the existing grade or allow water from an irrigation system to cause water to ac-

accumulate excessively near the foundation. The homeowner shall not allow landscape plantings to interfere with proper drainage away from the foundation.

Performance Standards for Concrete Slab Foundations, excluding Finished Concrete Floors.

1. Concrete floor slabs in living spaces that are not otherwise designed with a slope for drainage, such as a laundry room, shall not have excessive pits, depressions or unevenness equal to or exceeding $\frac{3}{8}$ of an inch in any 32 inches and shall not have separations or cracks that equal or exceed $\frac{1}{8}$ of an inch in width or $\frac{1}{16}$ of an inch in vertical displacement.

2. Concrete slabs shall not have protruding objects, such as a nail, rebar or wire mesh.

3. Concrete portions of a raised-floor foundation should not have separations or cracks that equal or exceed $\frac{1}{8}$ of an inch in width or $\frac{1}{16}$ of an inch in vertical displacement.

4. A separation in an expansion joint in a concrete slab of a raised-floor foundation shall not equal or exceed $\frac{1}{4}$ of an inch vertically or one inch horizontally from an adjoining section.

5. Slab-on-ground foundations should not have separations or cracks that equal or exceed $\frac{1}{8}$ of an inch in width or $\frac{1}{16}$ of an inch in vertical displacement.

6. A separation in an expansion joint in a concrete slab shall not equal or exceed $\frac{1}{4}$ of an inch vertically or one inch horizontally from an adjoining section.

Performance Standards for Exterior Concrete including Patios, Stem Walls, Driveways, Stairs or Walkways.

1. Concrete corners or edges shall not be damaged excessively due to construction activities.

2. Exterior concrete shall not contain a protruding object, such as a nail, rebar or wire mesh.

3. The finish on exterior concrete shall not be excessively smooth, so that the surface becomes slippery. A concrete surface that has been designed to be smooth is excepted from this performance standard.

4. A driveway will not have a negative slope unless due to site conditions, it has swales or drains properly installed to prevent water from entering into a garage. If a driveway is sloped such that it allows water to enter a garage in normal weather conditions, the Builder shall take action as is necessary to prevent water from entering the garage due to driveway slope.

5. Concrete floor slabs in detached garages, carports or porte-cocheres shall not have excessive pits, depressions, deterioration or unevenness equal to or exceeding $\frac{3}{8}$ of an inch in any 32 inches. Separations or cracks in these slabs shall not equal or exceed $\frac{3}{16}$ of an inch in width, except at expansion joints, or $\frac{1}{8}$ of an inch in vertical displacement.

6. A crack in exterior concrete shall not cause vertical displacement equal to or in excess of $\frac{1}{4}$ of an inch or horizontal separation equal to or in excess of $\frac{1}{4}$ of an inch. The homeowner shall not over-water surrounding soil or allow the surrounding soil to become excessively dry. The

homeowner shall not allow heavy equipment to be placed on the concrete.

7. A separation in an expansion joint in an exterior concrete shall not equal or exceed 1/2 of an inch vertically from an adjoining section of one inch horizontally, including joint material.

8. A separation in a control joint shall not equal or exceed 1/4 of an inch vertically or 1/2 of an inch horizontally from an adjoining section.

9. Concrete stair steepness and dimensions, such as tread width, riser height, landing size and stairway width shall comply with the Code such that they perform their intended function without posing a safety risk.

10. Concrete stairs or stoops shall not settle or heave in an amount such that they cannot perform their intended function without posing a safety risk. Concrete stairs or stoops shall not separate from the home in an amount equal to or exceeding one inch, including joint material.

11. Handrails shall remain securely attached to concrete stairs.

12. Plaster over concrete shall not flake off more than one square foot in one spot within 36 square inches, or more than 3 feet over the entire surface of the home.

Performance Standards for Framing

Building and Performance Standards for Walls.

1. Walls shall not bow or have depressions that equal or exceed 1/4 of an inch out of line within any 32-inch horizontal measurement as mea-

sured from the center of the bow or depression or 1/2 of an inch within any eight-foot vertical measurement.

2. Walls shall be level, plumb and square to all adjoining openings or other walls within 3/8 of an inch in any 32-inch measurement.

3. A crack in a beam or a post shall not equal or exceed 1/2 of an inch in width at any point along the length of the crack.

4. A non-structural post or beam shall not have a warp or twist equal or exceeding one inch in eight feet of length. Warping or twisting shall not damage beam pocket.

5. Exterior sheathing shall not delaminate or swell. The homeowner shall not make penetrations in the exterior finish of a wall that allow moisture to come in contact with the exterior sheathing.

6. An exterior moisture barrier shall not allow an accumulation of moisture inside the barrier. The homeowner shall not make penetrations through the exterior moisture barrier that permit the introduction of moisture inside the barrier.

Performance Standards for Ceilings.

1. A ceiling shall not bow or have depressions that equal or exceed 1/2 of an inch out of line within a 32-inch measurement as measured from the center of the bow or depression running parallel with a ceiling joist.

Performance Standards for Sub-Floors.

1. Under normal residential use, the floor shall not make excessive squeaking or popping sounds.
2. Sub-floors shall not delaminate or swell to the extent that it causes observable physical damage to the floor covering or visually affects the appearance of the floor covering. Exposed structural flooring, where the structural flooring is used as the finished flooring, is excluded from the standard stated in this paragraph.
3. Sub-flooring shall not have excessive humps, ridges, depressions or slope within any room that equals or exceeds $\frac{3}{8}$ of an inch in any 32-inch direction.

Performance Standards for Stairs.

1. Stair steepness and dimensions such as tread width, riser height, landing size and stairway width shall be constructed in general compliance with the Code such that they perform their intended function without posing a safety risk.
2. Under normal residential use, stairs shall not make excessive squeaking or popping sounds.

Performance Standards for Drywall

1. A drywall surface shall not have a bow or depression that equals or exceeds $\frac{1}{4}$ of an inch out of line within any 32-inch horizontal measurement as measured from the center of the bow or depression or $\frac{1}{2}$ of an inch within any eight-foot vertical measurement; such measurement to be made utilizing a straight-edge

which is held reasonably parallel to the plane of the wall or ceiling surface.

2. A ceiling made of drywall shall not have bows or depressions that equal or exceed $\frac{1}{2}$ of an inch out of line within a 32-inch measurement as measured from the center of the bow or depression running parallel with a ceiling joist or within $\frac{1}{2}$ of an inch deviation from the plane of the ceiling within any eight-foot measurement; such measurement to be made utilizing a straight-edge which is held reasonably parallel to the plane of the wall or ceiling surface.
3. A drywall surface shall not have a crack such that any crack equals or exceeds $\frac{1}{32}$ of an inch in width at any point along the length of the crack.
4. Crowning at a drywall joint shall not equal or exceed $\frac{1}{4}$ of an inch within a twelve-inch measurement centered over the drywall joint. Crowning occurs when a drywall joint is higher than the plane of the drywall board on each side.
5. A drywall surface shall not have surface imperfections such as blisters, cracked corner beads, seam lines, excess joint compound or trowel marks that are visible from a distance of six feet or more in normal light. Minor variations in the 'splatter' or 'drag' appearance of texture which are the result of the original installation or subsequent repair work, visible from any distance, are not considered to be warrantable defects under this Limited Warranty.
6. A drywall surface shall not be out of level (horizontal), plumb (vertical) or square (perpendicular at a 90-degree angle) such that there are variations in those measurements to wall or

surface edges at any opening, corner, sill, shelf, etc. shall not equal or exceed $\frac{3}{8}$ of an inch in any 32-inch measurement along the wall or surface. This standard shall not apply to remodeling projects where existing conditions do not permit the Builder to achieve the performance standard. At or about the time of discovery of such a preexisting condition, a remodeler shall notify the homeowner, in writing, of any existing condition that prevents achievement of the standard. Accumulations of drywall compound in wall corners, at wallboard joints or outside corners, and at door, window or built-in cabinet openings, may not be the sole determinant that a wall or ceiling section is out of plumb or square.

7. Nails or screws shall not be visible in a drywall surface from a distance of 6 feet under normal lighting conditions.

Performance Standards for Insulation

1. Insulation shall be installed in the walls, ceilings and floors of a home in accordance with the building plan and specifications and the Code.

2. Blow insulation in the attic shall not displace or settle so that it reduces the R-value below manufacturer's specifications, the building plans and the Code.

3. A gap equal to or in excess of $\frac{1}{4}$ of an inch between insulation batts or a gap between insulation batts and framing members is not permitted.

4. Insulation shall not cover or block a soffit vent to the extent that it blocks the free flow of air.

Performance Standards for Exterior Siding and Trim

Performance Standards for Exterior Siding.

1. Exterior siding shall be equally spaced and properly aligned. Horizontal siding shall not equal or exceed $\frac{1}{2}$ of an inch off parallel with the bottom course or $\frac{1}{4}$ of an inch off parallel with the adjacent course from corner to corner.

2. Siding shall not gap or bow. A siding end joint shall not have a gap that leaks or that equals or exceeds $\frac{1}{4}$ of an inch in width. Siding end joint gaps shall be caulked. A bow in siding shall not equal or exceed $\frac{3}{8}$ of an inch out of line in a 32-inch measurement.

3. Nails shall not protrude from the finished surface of siding but nail heads may be visible on some products where allowed by the manufacturer's specifications.

4. Siding shall not have a nail stain.

5. Siding and siding knots shall not become loose or fall off.

6. Siding shall not delaminate.

7. Siding shall not cup in an amount equal to or exceeding $\frac{1}{4}$ of an inch in a six-foot run.

8. Siding shall not have cracks or splits that equal or exceed $\frac{1}{8}$ of an inch in width.

Performance Standards for Exterior Trim.

1. A joint between two trim pieces or between a trim piece and the adjoining material shall not have a separation that is equal to or exceeding

1/4 of an inch in width. All trim joints shall be caulked and shall not leak.

2. Exterior trim and eave block shall not warp in an amount equal to or exceeding 1/2 of an inch in an eight-foot run.

3. Exterior trim and eave block shall not cup in an amount equal to or in excess of a 1/4 of an inch in a six-foot run.

4. Exterior trim and eave block shall not have cracks or splits equal to or in excess of 1/8 of an inch in average width.

5. Trim shall not have nails that completely protrude through the finished surface of the trim but nail heads may be visible on some products. Some products specify that the nails be flush with the trim surface. When these products are used, visible nail heads are not considered protruding nails as long as they are painted over.

6. Trim shall not have a nail stain.

Performance Standards for Masonry including Brick, Block and Stone

1. A masonry wall shall not bow in an amount equal to or in excess of one inch when measured from the base to the top of the wall. The standard set forth in this subsection does not apply to natural stone products.

2. A masonry unit or mortar shall not be broken or loose.

3. A masonry mortar crack shall not equal or exceed 1/8 of an inch in width.

4. A masonry unit or mortar shall not deteriorate.

5. Masonry shall not have dirt, stain or debris on the surface due to construction activities.

6. A gap between masonry and adjacent material shall not equal or exceed 1/4 of an inch in average width and all such gaps shall be caulked.

7. Mortar shall not obstruct a functional opening, such as a vent, weep hole or plumbing cleanout. The homeowner shall not put any material into weep holes. Weep holes are an integral part of the wall drainage system and must remain unobstructed.

Performance Standards for Stucco

1. Stucco surfaces shall not be excessively bowed, uneven, or wavy. This standard shall not apply to decorative finishes.

2. Stucco shall not be broken or loose.

3. Stucco shall not have cracks that equal or exceed 1/8 of an inch in width at any point along the length of the crack. The Builder shall not be responsible for repairing cracks in stucco caused by the homeowner's actions, including but not limited to periodic maintenance, caulking, painting, diversion of water onto the surface of the stucco, attachment of devices to the stucco surface, such as, but not limited to, patio covers, plant holders, awnings and hose racks.

4. The homeowner shall not allow water from irrigation systems to contact stucco finishes.

5. Stucco shall not have dirt, stain or debris on surface due to construction activities.

6. Stucco surfaces shall not have imperfections that are visible from a distance of six feet under normal lighting conditions that disrupt the overall uniformity of the finished pattern.

7. The lath shall not be exposed.

8. A separation between the stucco joints shall not equal 1/16 of an inch in width.

9. A separation between a stucco surface and adjacent material shall not equal or exceed 1/4 of an inch in width and all separations shall be caulked.

10. Stucco shall not obstruct a functional opening, such as a vent, weep hole or plumbing cleanout.

11. Stucco screed shall have a minimum clearance of at least 4 inches above the soil or landscape surface and at least 2 inches above any paved surface.

12. Exterior Insulation Finish Systems (EIFS) stucco screed shall clear any paved or unpaved surface by 6 inches.

Performance Standards for Roofs

1. Flashing shall prevent water penetration. The Builder shall not be responsible for leaks caused by extreme weather.

2. The roof shall not leak.

3. The Builder shall not be responsible for leaks caused by extreme, persistent or unusual weather.

4. The homeowner shall perform periodic maintenance to prevent leaks due to build-up of debris, snow or ice. The homeowner shall take such action as is necessary to prevent downspouts and gutters from becoming clogged.

5. A vent, louver or other installed attic opening shall not leak. The Builder shall not be responsible for leaks caused by extreme weather.

6. A gutter or downspout shall not leak or retain standing water. After cessation of rainfall, standing water in an unobstructed gutter shall not exceed 1/2 of an inch in depth.

7. The homeowner shall maintain and clean gutters and downspouts to prevent buildup of debris or other obstructions.

8. Shingles, tiles, metal or other roofing materials shall not become loose or fall off in wind speeds less than those set forth in the manufacturer's specifications.

9. A skylight shall not leak.

10. Water shall drain from a built-up roof within two hours after cessation of rainfall. The standard does not require that the roof dry completely within the time period.

11. A roof tile shall not be cracked or broken. No shingle shall be broken so that it detracts from the overall appearance of the home.

12. A pipe, vent, fireplace or other object designed to penetrate the roof shall not be located within the area of roof valley centerline without proper “cricketing” or other Code-approved water diversion methods.

13. The exterior moisture barrier of the roof shall not allow moisture penetration. The homeowner shall not make penetrations through exterior moisture barrier of the roof.

Performance Standards for Doors and Windows

1. Performance Standards for Both Doors and Windows.

2. When closed, a door or window shall not allow excessive infiltration of air or dust.

3. When closed, a door or window shall not allow excessive accumulation of moisture inside the door or window.

4. The homeowner shall keep weep holes on windows and doors free of dirt buildup and debris, thereby allowing water to drain properly.

5. Most door and window assemblies are designed to open, close and weep moisture—allow condensation or minor penetration by the elements to drain outside.

6. Glass in doors and windows shall not be broken due to improper installation or construction activities.

7. A screen in a door or window shall fit properly and shall not be torn or damaged due to construction activities. A screen shall not have a

gap equal to or exceeding 1/4 of an inch between the screen frame and the window frame.

8. There shall be no condensation between window and door panes in a sealed insulated glass unit. The homeowner shall not apply a tinted window film or coating to window or door panes in sealed insulated glass units.

9. A door or window latch or lock shall close securely and shall not be loose or rattle.

10. A door or window shall operate easily and smoothly and shall not require excessive pressure when opening or closing.

11. A door or window shall be painted or stained according to the manufacturer’s specifications.

12. A double hung window shall not move more than two inches when put in an open position.

13. A sliding door and door screen shall stay on track. The homeowner shall clean and lubricate sliding door or door screen hardware as necessary.

14. The spacing between an interior door bottom and original floor covering, except closet doors, shall not exceed 1.5 inches and shall be at least 1/2 of an inch. The spacing between an interior closet door bottom and original floor covering shall not exceed two inches and shall be at least 1/2 of an inch.

15. A door shall not delaminate.

16. A door panel shall not split so that light from the other side is visible.

17. A door shall open and close without binding.

18. A door shall not warp to the extent that it becomes inoperable. A warp in a door panel shall not equal or exceed 1/4 of an inch from original dimension measured vertically, horizontally or diagonally from corner to corner.

19. A storm door shall open and close properly and shall fit properly.

20. When a door is placed in an open position, it shall remain in the position it was placed, unless the movement is caused by airflow.

21. A metal door shall not be dented or scratched due to construction activities.

Performance Standards for Garage Doors

1. A metal garage door shall not be dented or scratched due to construction activities.

2. A garage door opener, if provided, shall operate properly in accordance with manufacturer's specifications. A homeowner shall maintain tracks, rollers and chains and shall not block or bump sensors to electric garage door openers.

3. A garage door shall not allow excessive water to enter the garage and the gap around the garage door shall not equal or exceed 1/2 of an inch in width.

4. A garage door spring shall operate properly and shall not lose appreciable tension, break or be undersized.

5. A garage door shall remain in place at any open position, operate smoothly and not be off track.

Performance Standards for Carpet

1. Carpet shall not wrinkle and shall remain tight, lay flat and be securely fastened.

2. Carpet seams may be visible but shall be smooth without a gap or overlap.

3. Carpet shall not be stained or spotted due to construction activities.

Performance Standards for Finished Concrete Floor

1. A finished slab, located in a living space that is not otherwise designed for drainage, shall not have pits, depressions or unevenness that equals or exceeds 3/8 of an inch in any 32 inches. Finished concrete slabs in living spaces that are designed for drainage, such as a laundry room, are excepted from the standards stated in paragraph (1) of this subsection.

2. Finished concrete slabs in living spaces shall not have separations, including joints, and cracks that equal or exceed 1/8 of an inch in width or 1/16 of an inch in vertical displacement.

Performance Standards for Wood Flooring

1. Wood flooring shall not have excessive humps, depressions or unevenness that equals or exceeds 3/8 of an inch in any 32-inch direction within any room.

2. Wood flooring shall remain securely attached to the foundation or sub-floor unless the wood flooring is designed to be installed without nails, glue, adhesives or fasteners.

3. Wood flooring shall not have open joints and separations that equal or exceed 1/8 of an inch. These standards do not apply to non-hardwood species that contain greater moisture and may shrink after installation or structural floors that are designed to serve as the finished floor. If the floor is designed as a structural finish floor, the Builder must provide a written explanation of the characteristics of that floor to the homeowner prior to the execution of the contract or installation of the product, whichever occurs later.

4. Strips of floorboards shall not cup in an amount that equals or exceeds 1/16 of an inch in height in a three-inch distance when measured perpendicular to the length of the board. This standard does not apply to non-hardwood species that shrink after installation or structural floors that are designed to serve as the finished floor. If the floor is designed as a structural finish floor, the Builder must provide a written explanation of the characteristics of that floor to the homeowner.

5. Unless installed as a specialty feature, wood flooring shall not have excessive shade changes or discoloration due to the construction activities of the Builder.

6. Unless installed as a specialty feature, wood flooring shall not be stained, spotted or scratched due to construction activities of the Builder.

Performance Standards for Vinyl Flooring

1. Vinyl flooring shall be installed square to the most visible wall and shall not vary by 1/4 of an inch in any six-foot run.

2. The seam alignment in vinyl flooring shall not vary such that the pattern is out of alignment in an amount that equals or exceeds 1/8 of an inch.

3. Vinyl flooring shall remain securely attached to the foundation or sub-floor.

4. A vinyl floor shall not have a depression that equals or exceeds 1/2 of an inch in any six-foot run. If a vinyl floor has a depression that exceeds the standard stated in this paragraph and the depression is due to construction activities, the Builder shall take such action as is necessary to bring the variance within the standard.

5. A vinyl floor shall not have a ridge that equals or exceeds 1/2 of an inch when measured as provided in this paragraph. The ridge measurement shall be made by measuring the gap created when a six-foot straight edge is placed tightly three inches on each side of the defect and the gap is measured between the floor and the straight edge at the other end. If a vinyl floor has a ridge that fails to comply with the standard states in this paragraph and the ridge is due to construction activities, the Builder shall take such action as is necessary to bring the variance within the standard.

6. Vinyl floor shall not be discolored, stained or spotted due to the construction activities of the Builder.

7. Vinyl flooring shall not be scratched, gouged, cut or torn due to construction activities.

8. Debris, sub-floor seams, nails and/or screws shall not be detectable under the vinyl floor from a distance of three feet or more in normal light.

9. Sub-flooring shall not cause vinyl flooring to rupture.

10. A seam in vinyl flooring shall not have a separation that equals or exceeds 1/16 of an inch in width. Where dissimilar materials abut, there shall not be a gap equal to or greater than 1/8 of an inch.

Performance Standards for Hard Surfaces Generally

1. A hard surface shall not break or crack due to construction activities.

2. A hard surface shall remain secured to the substrate.

3. A surface imperfection in floor hard surface shall not be visible from a distance of three feet or more in normal light. A surface imperfection in non-floor hard surface shall not be visible from a distance of two feet or more in normal light. If a hard surface fails to meet the standards stated in this paragraph due to construction activities, the Builder shall take such action as is necessary to bring the variance within the standard.

4. Color variations between field hard surfaces and trim hard surfaces should not vary excessively due to construction activities. Natural products such as flagstone, marble, granite, slate and other quarry tile will have color variation.

5. Hard surface areas shall not leak.

6. The surfaces of two adjacent hard surfaces shall not vary in an amount equal to or exceeding 1/16 of an inch displacement at a joint (lip-page) in addition to the actual manufacturing variations of the hard surface, such as warpage or dimensional differences in the hard surfaces, including thickness. If a joint between two hard surfaces fails to meet the performance standard stated in this paragraph (excluding trim pieces), the Builder shall take such action as is necessary to bring the variance within the standard.

7. Hard surface layout or grout line shall not be excessively irregular. Natural products such as flagstone, marble, granite, slate, and other quarry tile will have size variations that may create irregular layouts or grout lines.

8. Hard surface countertops shall be level to within 1/4 of an inch in any six-foot measurement.

9. Hard surface floors located in a living space that is not otherwise designed for drainage, shall not have pits, depressions, or unevenness that equals or exceeds 3/8 of an inch in any 32 inches. Finished hard surface floors located in living spaces that are designed for drainage, such as a laundry room, are excepted from the standards stated in paragraph (1) of this subsection.

Performance Standards for Grout

1. Grout shall not deteriorate.

2. Cracks in grout shall not exceed 1/16 of an inch in width.

3. Grout shall not change shade or discolor excessively due to construction activities.

Performance Standards for Concrete Countertops

1. A concrete countertop shall not have excessive pits, depressions, or unevenness that equal or exceed 1/8 of an inch in any 32-inch measurement.

2. A concrete countertop shall not have separations or cracks equal to or exceeding 1/16 of an inch in width or 1/64 of an inch in vertical displacement.

3. A finished concrete countertop shall not be stained, spotted or scratched due to construction activities.

4. A concrete countertop shall not have a chipped edge that extends beyond 1/16 of an inch from the edge of the countertop due to construction activities.

5. A concrete countertop shall not change shade or discolor excessively due to construction activities.

Performance Standards for Countertops and Backsplashes

1. A countertop or backsplash shall be secured by substrate in accordance with manufacturer's specifications.

2. For non-laminate countertops and backsplashes, the joints between countertop surfaces, between the countertop surface and the backsplash or side-splash and between adjoin

ing backsplash panels may be visible but shall not separate.

3. Countertops shall be level to within 1/4 of an inch in any six-foot measurement.

4. A countertop surface or edge shall not be damaged, broken, chipped or cracked due to construction activities.

5. A countertop shall not bow or warp in an amount equal to or exceeding 1/16 of an inch per lineal foot.

6. Counter and vanity top material should not delaminate.

Performance Standards for Laminate Countertops and Backsplashes

1. Laminate countertops and backsplashes shall not delaminate and shall remain securely attached to the substrate. Delamination is the separation of the finish surface veneer from the substrate material.

2. A seam in a laminate countertop or backsplash may be visible but shall not be separated or displaced.

3. A surface imperfection in a laminate countertop or a backsplash shall not be visible from a distance of three feet or more when viewed in normal light due to construction activities.

Performance Standards for Painting, Stain and Wall Coverings

1. Interior caulking shall not deteriorate or crack excessively.

2. Paint or stain shall not have excessive color, shade or sheen variation. This standard shall not apply to stained woodwork.

3. Paint shall cover all intended surfaces so that unpainted areas shall not show through paint when viewed from a distance of six feet in normal light.

4. Interior paint or stain shall not deteriorate.

5. Exterior paint or stain shall not deteriorate excessively.

6. Paint over-spray shall not exist on any surface for which it was not intended.

(6) Interior varnish, polyurethane or lacquer finish shall not deteriorate.

(7) Exterior varnish, polyurethane or lacquer finishes shall not deteriorate excessively. Exterior varnish, polyurethane or lacquer finishes that are subject to direct sunlight are excluded from this standard.

(8) Interior painted, varnished or finished surface shall not be scratched, dented, nicked or gouged due to construction activities.

(9) A paint product shall perform as represented by the manufacturer to meet manufacturer's specifications for washability and/or scrubability.

Performance Standards for Wall Coverings

1. A wall covering shall be properly secured to the wall surface and shall not peel or bubble.

2. Pattern repeats in wall coverings shall match. Wall coverings shall be installed square to the most visible wall. Pattern repeats shall not vary in an amount equal to or exceeding 1/4 of an inch in any six-foot run.

3. A wall covering seam shall not separate or gap.

4. Lumps or ridges in a wall covering shall not be detectable from a distance of six feet or more in normal light.

5. Wall coverings shall not be discolored, stained or spotted due to construction activities.

6. Wall coverings shall not be scratched, gouged, cut or torn due to construction activities.

7. Wall coverings shall perform as requested by the manufacturer to meet manufacturer's specifications for washability and/or scrubability.

Performance Standards for Interior Trim

1. An interior trim joint separation shall not equal or exceed 1/8 of an inch in width or shall not separate from adjacent surfaces equal to or in excess of 1/8 inch and all joints shall be caulked or puttied.

2. The interior trim shall not have surface damage, such as scratches, chips, dents, gouges, splits, cracks, warping or cupping that is visible from a distance of six feet or more in normal light due to construction activities.

3. A hammer mark on trim shall not be visible from a distance of six feet or more when viewed in normal light.

4. A nail or nail hole in interior trim shall not be visible from a distance of six feet or more when viewed in normal light.

Performance Standards for Shelving.

1. Shelving, rods and end supports shall be installed in accordance with the measurements stated in this subsection.
2. The length of a closet rod shall not be shorter than the actual distance between the end supports in an amount equal to or exceeding 1/4 of an inch.
3. The length of a shelf shall not be shorter than the actual distance between the supporting walls by an amount equal to or exceeding 1/4 of an inch.
4. End supports shall be securely mounted.

Performance Standard for Cabinet Doors.

1. Cabinet doors shall open and close with reasonable ease.
2. Cabinet doors shall be even and shall not warp more than 1/4 inch when measured from the face to the point of the furthestmost point of the door or drawer front when closed. Some warping, cupping, bowing or twisting is normally caused by surface temperature and humidity changes.

Performance Standards for Mirrors, Interior Glass and Shower Doors.

1. A mirror, interior glass or shower door shall not be loose and shall be securely mounted or attached to the supporting surface. Fixtures, such as towel bars or door handles, shall be securely mounted.

2. A mirror, interior glass or shower door shall not be damaged due to construction activities.
3. A shower door shall not leak due to Builder fault or construction activities.
4. Imperfections in a mirror or shower door shall not be visible from a distance of two feet or more when viewed in normal light.
5. When opening and closing, a shower door shall operate easily and smoothly without requiring excessive pressure.

Performance Standards for Hardware

1. Hardware finishes shall not be tarnished, blemished, corroded or stained due to construction activities, unless the finish is installed as a specialty feature. The Builder is not responsible for tarnished, blemished, or stained hardware finishes that have been damaged by factors that are beyond the manufacturer's or the Builder's control such as the homeowner's use of abrasive pads or cleaners, harsh chemicals, alcohol, organic solvents or deterioration caused by exposure to outdoor elements such as salt air or humidity.
2. Hardware shall function properly, without catching, binding or requiring excessive force to operate.
3. Hardware shall not be scratched, chipped, cracked or dented due to construction activities.
4. Hardware shall be installed securely and shall not be loose. The homeowner shall not exert excessive force on hardware.

Performance Standards for Interior Ironwork.

1. Interior ironwork shall not rust.
2. The Builder is not responsible for ironwork finishes that rust due to factors that are beyond the manufacturer's or the Builder's control such as the homeowner's use of abrasive pads or cleaners, harsh chemicals, alcohol, organic solvents or deterioration caused by exposure to humidity.

Performance Standards for Fireplaces

1. A refractory panel shall not crack or separate. The homeowner shall not use synthetic logs or other materials if not approved by the manufacturer.
2. A fireplace door shall operate properly. Fireplace doors shall meet evenly and shall not be out of alignment from one another in an amount equal to or exceeding 1/8 of an inch in any direction.
3. A fireplace shall not have a gas leak.
4. Gas logs shall be positioned in accordance with the manufacturer's specifications. The homeowner shall not incorrectly reposition or relocate the logs after the original placement. The homeowner shall not place the logs in a manner that does not allow the flame to flow through the logs according to the manufacturer's specifications.
5. A crack in masonry hearth or facing shall not be equal to or exceed 1/4 of an inch in width.
6. A fireplace or chimney shall draw properly.

7. A firebox shall not have excessive water infiltration under normal weather conditions.

8. A fireplace fan shall not exceed the noise level established by the manufacturer's specifications.

Performance Standards for Irrigation Systems.

1. An irrigation system shall not leak, break or clog due to construction activities or due to soil settlement.
2. An irrigation system shall be installed such that sprinkler coverage shall be complete and water shall not spray an unintended area due to construction activities.
3. The irrigation system control shall operate in accordance with manufacturer's specifications. The Builder shall provide the homeowner with instructions on the operation of the irrigation system at closing.

Performance Standards for Fencing.

1. A fence shall not fall over and shall not lean in excess of two inches out of plumb due to construction activities.
2. A wood fence board shall not be broken due to construction activities. Wood fence boards shall not become detached from the fence due to construction activities of the Builder.
3. A masonry unit or mortar in a fence shall not be broken or loose. A crack in a masonry unit shall not occur. A crack in the mortar shall not equal or exceed 1/8 of an inch in width.

4. A masonry wall shall have adequate weep holes in the lowest course as required by the Code to allow seepage to pass through the wall.

Performance Standards for Pest Control.

1. Eave returns, truss blocks, attic vents and roof vent openings shall not allow rodents, birds, and other similar pests into the home or attic space.

Performance Standards for Plumbing.

1. A fixture surface shall not have a chip, crack, dent or scratch due to construction activities.
2. A fixture shall not have tarnish, blemishes or stains unless installed as a specialty feature. Fixture finishes that are tarnished, blemished or stained due to high iron, manganese or other mineral content in water are excluded from this standard.
3. A fixture or fixture fastener shall not corrode. A Builder is not responsible for corrosion caused by factors beyond the manufacturer's or the Builder's control, including the homeowner's use of corrosive chemicals or cleaners or corrosion caused by water content.
4. A decorative gas appliance shall be installed in accordance with manufacturer's specifications and when so installed shall function in accordance with manufacturer's specifications.
5. Fixtures shall be secure and not loose. The homeowner shall not exert excessive force on a fixture.

6. A fixture stopper shall operate properly and shall retain water in accordance with the manufacturer's specifications.

7. The toilet equipment shall not allow water to run continuously. If toilet equipment allows water to run continuously, the homeowner shall shut off the water supply and take such action as is necessary to avoid resulting damage.

8. A toilet shall be installed and perform in accordance with the manufacturer's specifications. In the event of water spillage, the homeowner shall shut off the water supply and take such action as is necessary to avoid resulting damage.

9. A tub or shower pan shall not crack.

10. A tub or shower pan shall not squeak excessively.

11. A water heater shall be installed and secured according to the manufacturer's specifications and the Code.

12. A waste disposal unit shall be installed and operate according to the manufacturer's specifications.

13. A faucet or fixture shall not drip or leak. This standard does not include drips or leaks due to debris or minerals from the water source, unless it is due to construction activities.

14. A sump pump shall be installed in accordance with the manufacturer's specifications and shall operate properly when so installed.

Performance Standards for Pipes and Vents.

1. A sewer gas odor originating from the plumbing system shall not be detectable inside the home under conditions of normal residential use. The homeowner shall keep plumbing traps filled with water.
2. A vent stack shall be free from blockage and shall allow odor to exit the home.
3. A water pipe shall not make excessive noise such as banging or hammering repeatedly. A water pipe subject to expansion or contraction of the pipe as warm or cool water flows through the pipe may cause a “ticking” sound temporarily. The standard stated in this subsection does not require a Builder to remove all noise attributable to water flow and pipe expansion.

Performance Standards for Heating and Cooling.

1. A condensation line shall not be obstructed due to construction activities. The homeowner shall periodically check for the free flow of condensate (water) from the line and clear the line when necessary.
2. A drip pan and drain line shall be installed under a horizontal air handler as per the Code. The homeowner shall periodically check for the free flow of condensate (water) from the line and clear then line when necessary.
3. Insulation shall completely encase the refrigerant line according to Code. The homeowner shall ensure that insulation on the refrigerant line is not damaged or cut due to home maintenance or landscape work.

4. An exterior compressor unit shall be installed in accordance with the manufacturer’s instructions and specifications. The bottom of the exterior compressor unit support shall not be below ground level. The homeowner shall ensure that settlement of the exterior compressor unit pad does not occur due to home maintenance, landscape work or excessive water from irrigation.

Performance Standards for Venting.

1. An appliance shall be vented according to the manufacturer’s specifications.
2. Back draft dampers shall be installed and function according to the manufacturer’s specifications.

Performance Standards for Ductwork.

1. Ductwork shall not make excessive noise.
2. The flow of air, including its velocity, or the expansion of ductwork from heating and cooling may cause common “ticking” or “crackling” sounds. The Builder shall have no responsibility for correction in such cases.
3. The homeowner shall not place any object on the ductwork.

Performance Standards for Electrical Systems and Fixtures

1. Excessive air infiltration shall not occur around electrical system components or fixtures.

2. A fixture or trim plate shall not be chipped, cracked, dented or scratched due to construction activities.

3. A fixture or trim plate finish shall not be tarnished, blemished or stained due to construction activities.

4. A fixture, electrical box or trim plate shall be installed in accordance with the Code and shall be plumb and level.

5. Fixtures, such as lights, fans and appliances shall operate properly when installed in accordance with the manufacturer's specifications.

6. A smoke detector shall operate according to the manufacturer's specifications and shall be installed in accordance with the Code.

7. An exhaust fan shall operate within the manufacturer's specified noise level.

8. A carbon monoxide detector shall operate according to the manufacturer's specifications and shall be installed in accordance with the Code.

Two Year Warranty Period

Performance Standards for Pipes including Water and Gas Pipes, Sewer and Drain Lines, Fittings and Valves but not including pipes included in a Landscape Irrigation System.

1. Pipes shall be installed and insulated in accordance with the Code and manufacturer's specifications.

2. If a water pipe bursts, the Builder shall take such action as is necessary to bring the variance within the standard stated in paragraph (1) of this subsection.

3. The homeowner is responsible for insulating and protecting exterior pipes and hose bibs from freezing weather and for maintaining a reasonable temperature in the home during periods of extremely cold weather. The homeowner is responsible for maintaining a reasonable internal temperature in a home regardless of whether the home is occupied or unoccupied and for periodically checking to ensure that a reasonable internal temperature is maintained.

4. A water pipe shall not leak. The homeowner shall shut off water supply immediately if such is required to prevent further damage to the home.

4. A gas pipe shall not leak, including natural gas, propane or butane gas. If a gas pipe is leaking, the homeowner shall shut off the source of the gas if the homeowner can do so safely.

5. Water pressure shall not exceed 80 pounds per square inch in any part of the water supply system located inside the home. Minimum static pressure at the building entrance for either public or private water service shall be 40 pounds per square inch in any part of the water supply system. This standard assumes the public or community water supply reaches the home side of the meter at 40 pounds per square inch. The Builder is not responsible for water pressure variations originating from the water supply source.

6. A sewer, drain, or waste pipe shall not become clogged or stopped up due to construction activities.

7. The Builder shall take such action as is necessary to unclog a sewer, drain or waste pipe that is clogged or stopped up due to construction activities.

8. The homeowner shall shut off water supply immediately if such is required to prevent damage to the home.

Performance Standards for Individual Wastewater Treatment Systems.

1. A wastewater treatment system should be capable of properly handling normal flow of household effluent in accordance with the Texas Commission on Environmental Quality requirements.

2. The Builder shall take such action as is necessary for the wastewater treatment system to perform within the standard stated in this subsection.

3. The Builder is not responsible for:
 (A) system malfunctions or damage due to the addition of a fixture, equipment, appliance or other source of waste or water into the septic system by a person other than the Builder or a person working at the Builder's direction; or
 (B) malfunctions or limitations in the operation of the system attributable to a design restriction imposed by state, county or local governing agencies; or
 (C) malfunctions caused by freezing, soil saturation, soil conditions, changes in ground water table or any other acts of nature.

Performance Standards for Heating, Air Conditioning and Ventilation Delivery Systems

1. A refrigerant line shall not leak. Condensation on a refrigerant line is not a leak.

Performance Standards for Heating and Cooling Functions.

1. A heating system shall produce an inside temperature of at least 68-degrees Fahrenheit as measured two feet from the outside wall of a room at a height of three feet above the floor under local outdoor winter design conditions as specified in the Code. Temperatures may vary up to 4-degrees Fahrenheit between rooms but no less than the standard set forth above in paragraph (1) of this subsection. If the homeowner modifies or changes the size or configuration of the system or the square footage associated property or dwelling, the heating system or the ductwork shall negate the Builder's responsibility to take measures to meet this performance standard.

2. An air-conditioner system shall produce an inside temperature of at most 78-degrees Fahrenheit as measured in the center of a room at height of five feet above the floor, under local outdoor summer design conditions as specified in the Code. (In the case of outside temperatures exceeding 98 degrees Fahrenheit, the system shall keep the inside temperature 20 degrees cooler than the outside temperature.) This standard does not apply to evaporative or other alternative cooling systems or is the homeowner makes changes to the size or configuration of the home, the air-conditioning system or the ductwork. Internal temperatures may vary up to 4-degrees Fahrenheit between rooms but no more than the standard set forth

above in paragraph (2) of this subsection. If the homeowner modifies or changes the size or configuration of the system or the square footage associated property or dwelling, the cooling system or the ductwork shall negate the Builder's responsibility to take measures to meet this performance standard.

3. A thermostat reading shall not differ by more than 4-degrees Fahrenheit from the actual room temperature taken at a height of five feet above the floor in the center of the room where the thermostat is located. The stated performance standard is related to the accuracy of the thermostat and not to the performance standard of the room temperature.

4. Heating and cooling equipment shall be installed and secured according to the manufacturer's instructions and specification and shall not move excessively.

Performance Standards for Vents, Grills or Registers.

1. A vent, grill or register shall operate easily and smoothly when applying normal operating pressure. If a vent, grill or register does not operate easily and smoothly when applying normal pressure when adjusting, the Builder shall repair the vent, grill or register so that it operates with ease of use when applying normal operating pressure.

2. A vent, grill or register shall be installed in accordance with the Code and manufacturer's instructions and specifications and shall be secured to the underlying surface.

Performance Standards for Ductwork.

1. Ductwork shall be insulated in unconditioned areas according to Code.

2. Ductwork shall be secured according to the manufacturer's instructions and specifications and it shall not move excessively.

3. Ductwork shall be sealed and shall not separate or leak in excess of the standards set by the Code.

Performance Standards for Electrical Wiring.

1. Electrical wiring installed inside the home shall be installed in accordance with the Code and any other applicable electrical standards and shall function properly from the point of demarcation, as determined by the respective utility. The Builder shall not be responsible for utility improvements from the meter/demarcation point to the utility poles or the transformer.

2. Electrical wiring shall be capable of carrying the designated load as set forth in the Code. All electrical equipment shall be used for the purposes and/or capacities for which it was designed and in accordance with manufacturer's specifications.

Performance Standards for the Electrical Panel, Breakers and Fuses.

1. The electrical panel and breakers shall have sufficient capacity to provide electrical service to the home during normal residential usage. The Builder is not responsible for electrical service interruptions caused by external conditions such as power surges, circuit overloads and electrical shorts.

2. The electrical panel and breakers shall have sufficient capacity to provide electrical service to the home during normal residential usage such that a circuit breaker shall not trip and fuses shall not blow repeatedly under normal residential electric usage. The Builder is not responsible for circuit breaker trips or blown fuses that have functioned as designed to protect the home from external conditions such as power surges, circuit overloads and shorts.

Performance Standards for Electric Outlets with Ground Fault Interrupters.

1. Electrical outlets with ground fault interrupters shall be installed and operate in accordance with the Code and manufacturer's specifications. If ground fault interrupters trip repeatedly under normal residential usage, the Builder shall take such action as is necessary to ensure that the electrical outlets with ground fault interrupters are installed in accordance with the Code and manufacturer's instructions and specifications and that they operate properly during normal residential electrical usage.

2. The homeowner shall not plug appliances that require constant electrical flow, such as refrigerators and freezers, into an outlet with a ground fault interrupter.

Performance Standards for Fixtures, Outlets, Doorbells and Switches.

1. An outlet, doorbell or switch shall be installed in accordance with the manufacturer's specifications and the Code and shall operate properly when installed in accordance with the manufacturer's specifications and the Code.

2. A fixture, electrical box or trim plate shall be installed in accordance with the Code and manufacturer's specifications and shall be properly secured to the supporting surface.

3. A light shall not dim, flicker or burn out repeatedly under normal circumstances. A lighting circuit shall meet the Code.

Performance Standards for Wiring or Outlets for Cable Television, Telephone, Ethernet or Other Services.

1. Wiring or outlets for cable television, telephone, ethernet or other services shall be installed in accordance with the Code and any applicable manufacturer's specifications. A Builder is not responsible for the failure of wiring or other utility service connectors or conduits that being before the point at which the service enters the home.

2. Wiring or outlets for cable television, telephone, ethernet or other services inside the home or on the home side of the meter/demarcation point shall function properly when installed in accordance with the performance standard in paragraph (1) of this subsection.

3. Builder is not responsible for the failure of wiring or other utility service connectors or conduits that begin before the point at which the service enters the home.

Six Year Warranty Period

Performance Standards for Slab-on-Ground Foundations.

1. Slab-on-Ground foundations (*a foundation comprised of a concrete slab, either reinforced or post-tension, that is continuously supported by the underlying ground surface*) should not move differentially after they are constructed, such that a tilt or deflection in the slab in excess of the standards defined below arises from actual post-construction movement. The protocol and standards for evaluating slab-on-ground foundations shall follow the “Guidelines for the Evaluation and Repair of Residential Foundations, Version 2”, published by the Texas Section of the American Society of Civil Engineers (2009) (referred to herein as the “ASCE Guidelines”) with the following modifications:

(A) Overall deflection from original construction shall be no greater than the overall length over with the deflection occurs divided by 360 ($L/360$) and must not have more than one associated symptom of distress resulting from said overall deflection, as described in Section 5 of the ASCE Guidelines, and that results in actual observable physical damage to the home. L shall be defined as the edge-to-edge distance across any slab cross-section from which overall deflection is calculated, but the minimum L shall be not less than 25 feet. Calculations of overall deflection shall be based upon the change in elevation at each point for which an Original Construction Elevation (actual elevations of the foundation taken before, on or about the effective date of this Limited Warranty) was taken. A deflection analysis must be based upon a minimum of three co-planar relative elevation data points – two end points that form a straight reference line along the evaluated section and a third point anywhere along the deformed surface that reflects a deviation of the foundation surface from the reference line. The distance from the deformed

surface to the reference line shall be measured perpendicular to the reference line.

(B) The slab shall not tilt after construction in excess of one percent across any edge-to-edge dimension of the home or cause structural component(s) or masonry veneer to rotate into a structurally unstable position such that the weight vector of the component part falls outside the middle third of its bearing area. Calculations of overall tilt shall be based upon the change in elevation at the respective edge points for which an Original Construction Elevation was taken.

2. If measurements and association symptoms of distress show that a slab-on-ground foundation does not meet the deflection or tilt standards stated in paragraph (1) of this subsection, the Builder shall implement the recommendations of a Texas licensed professional engineer, which shall be based on the appropriate remedial measures as described in Section 7 of the ASCE Guidelines. Localized measurements of deflection that are claimed to be outside of performance standards, Code or tolerances are not warranted and there is no Builder responsibility for correction or otherwise. By definition, tilt is a global mechanism or planar rotation across the entire foundation, edge-to-edge; therefore, local tilt does not exist and cannot be analyzed.

Performance Standards for Raised-Floor Foundations (i.e., Pier-and-Beam, Elevated Concrete Slabs on Forms, etc.).

1. Raised-floor foundations (*a foundation comprised of a structural floor system that is elevated above the underlying ground surface by footing, piers, piles, or other localized foundation support elements, exhibiting a void space*

or a crawlspace between the structural floor system and the underlying ground surface) should not move differentially after they are constructed, such that a tilt or deflection in the floor surface in excess of the standards defined below arises from actual post-construction movement. The protocol and standards for evaluating raised-floor foundations shall follow the ASCE Guidelines with the following modifications:

(A) A raised-floor foundation shall not deflect more than $L/360$ from original construction and have that movement create actual observable physical damage to the components of the home identifiable in Section 5.3 of the ASCE Guidelines. L shall be defined as the edge-to-edge distance across any foundation cross-section for which overall deflection is calculated. Calculations of overall deflection shall be based upon the change in elevation at each point for which an Original Construction Elevation was taken. A deflection analysis must be based upon a minimum of three co-planar relative elevation data points – two end points that form a straight reference line along the evaluated section and a third point anywhere along the deformed surface that reflects a deviation of the floor surface from the reference line. The distance from the deformed surface to the reference line shall be measured perpendicular to the reference line.

(B) A raised-floor foundation shall not tilt after construction in excess of one percent across any edge-to-edge dimension of the home or cause structural component(s) or masonry veneer to rotate into a structurally unstable position such that the weight vector of the component part falls outside the middle third of its bearing area. Calculations of overall tilt

shall be based upon the change in elevation at the respective perimeter points for which an Original Construction Elevation was taken.

(C) If a raised-floor foundation deflects more than $L/360$ from its original construction elevation and the movement has created actual observable physical damage to the components of a home identifiable in Section 5.3 of the ASCE Guidelines, the Builder shall implement the recommendations of a Texas licensed Professional Engineer, which shall be based on applicable remedial measures as described in Section 7 of the ASCE Guidelines.

2. If measurements and associated symptoms of distress show that a raised floor foundation does not meet the deflection or tilt standards stated in paragraph (1) of this subsection, the Builder shall implement the recommendations of a Texas licensed professional engineer, which shall be based on the appropriate remedial measures as described in Section 7 of the ASCE Guidelines. Localized measurements of deflection that are claimed to be outside of performance standards, Code or tolerances are not warranted and there is no Builder responsibility for correction or otherwise. Attempted measurements of tilt in which L is not an edge-to-edge distance across the foundation cross-section are actually measurements of localized slopes, not tilt, which are not warranted, and there is no Builder responsibility for correction or otherwise.

Major Structural Components other than Slab-on-Ground Foundations and Raised Floor Foundations.

1. A defined structural component, other than the concrete elements of a slab-on-ground

foundation or a raised floor foundation, shall not crack, bow, become distorted or deteriorate, such that it compromises the structural integrity of a home or the performance of a structural system of the home resulting in actual observable physical damage to a component of the home.

2. If a structural component of a home, other than the concrete elements of a slab-on-ground foundation or a raised floor foundation, cracks, bows, is distorted or deteriorates such that it results in actual observable physical damage to a component of the home, the Builder shall take such action as is necessary to repair, reinforce or replace such structural component to restore the structural integrity of the home or the performance of the affected structural system.

3. Deflected structural components.

(A) A structural component, other than the foundation, shall not deflect more than the ratios allowed by the Code.

(B) If a structural component of the home, other than the foundation, is deflected more than the ratios allowed by the Code, the Builder shall repair, reinforce or replace such structural component to restore the structural integrity of the home or the performance of the affected structural system.

4. Damaged structural components.

(A) A structural component, other than the foundation, shall not be so damaged that it compromises the structural integrity or performance of the affected structural system.

(B) If a structural component, other than the foundation, is so damaged that it compromises the structural integrity or performance of a structural system of the home, the Builder shall take such action as is necessary to repair, reinforce or replace such structural component to restore the structural integrity of the home or the performance of the affected structural system.

5. Separated structural components

(A) A structural component, other than the foundation, shall not separate from a supporting member more than $\frac{3}{4}$ of an inch or such that it compromises the structural integrity or performance of the system.

(B) If a structural component, other than the foundation, is separated from a supporting member more than $\frac{3}{4}$ of an inch or separated such that it compromises the structural integrity or performance of a structural system of the home, the Builder shall take such action as necessary to repair, reinforce or replace such structural component to re-establish the connection between the structural component and the supporting member, to restore the structural integrity of the home and the performance of the affected structural system.

IV. HOMEOWNER MAINTENANCE TIPS

1. Homeowner Maintenance Tips for Air Conditioning Systems

- Filters

Change the return air filter(s) every month.

Your home may have more than one air return filter. The Builder's representative will show you

where the return air filter is for your home at the New Home Orientation.

Failure to change air filters can allow dust and other particles to restrict the cycling of air. This will make the air conditioner work harder than normal to cool your home, which will make utility bills higher and overwork your units.

Failure to change your filters will also result in improper airflow through your house and you will not be able to cool your house properly.

If you submit a warranty claim about your air conditioning and the problem is that the air filters have not been changed, the homeowner will be responsible for any service fees from the HVAC contractor.

The homeowner should schedule annual maintenance for the condenser, coil, and furnace with a reputable contractor. As necessary, the ductwork should be cleaned every 2 to 4 years. Make sure all exterior doors have proper weather stripping.

- Keep Windows, Blinds and Doors Closed

Your air conditioner is a closed system, meaning that it constantly recycles the air inside your home to cool it down and does not require an air source from outside the home to cool your home.

In fact, failure to keep hotter outside air out of your home will make the air conditioner work harder to cool your home. It will take longer to cool your home and cost you more.

- Always Keep the Air Conditioner on During Warmer Months

The benefits of this include: A/C won't have to work as hard when you do turn it on, it will take less time for the A/C to cool down the home, and you are protecting the building materials from excessive temperature changes that cause increased expansion and contraction.

- Test the Air Conditioner in Advance

Test the air conditioner during the spring to ensure that it is working properly. If you wait until it is very warm outside to turn on the air conditioner, you may experience inconvenience and frustration while you wait for a technician to troubleshoot the air conditioner and get it running.

- Schedule Annual Maintenance of your A/C system

Schedule and perform annual maintenance on your air conditioning system with a reputable contractor. As necessary, have the ductwork cleaned professionally.

- Troubleshooting the Air Conditioning System If the Air Conditioner Does Not Cool

Check the circuit breaker panel to ensure the A/C breaker is "On". Check the Disconnect fuse to make sure it is "On". Replace the fuse/breaker if necessary. Make sure the air filter has been replaced within last 30 days. Make sure thermostat dials are at "Cool" and "Auto".

- If Some Rooms are More Comfortable than Others

Open the register dampers in warmer areas to give maximum airflow to those warmer areas of the home. Adjust the register dampers in cooler areas so that they receive less-than-maximum airflow.

In a two-story home, if your lower level is too cool in the winter, start closing upper level registers until the desired results are obtained. If your upper level is too warm in the summer, close lower level registers until the desired results are obtained.

Temperature variations from room to room are not covered under the Limited Warranty. It is the responsibility of the homeowner to adjust the air registers in each room. Even after adjusting the registers, there may be temperature variations from room to room.

***Many A/C service calls are due to tripped circuit breakers and old, unchanged air filters. Before requesting warranty service for your air conditioner, please check your electrical panel to make sure the circuit breakers are "On" and that your air filter is not older than 30 days. This will prevent you from being charged by the HVAC contractor for an unnecessary service call.

2. Homeowner Maintenance Tips for Appliances

Register each appliance with the manufacturer. Read and follow all manufacturer recommendations regarding the care and proper use of your appliances.

3. Homeowner Maintenance Tips for Cabinets

- Dusting

Dust your cabinets with a soft lint-free cloth. You can dampen the cloth slightly with water or a spray-type dust remover.

- Spills

Clean spills immediately. Use a clean cloth and a mild soap if necessary. Wipe dry with a clean, soft cloth.

- Cleaning

For routine and normal cleaning of your cabinets, use a lint-free cloth and water. For stains or non-routine cleaning needs, contact the cabinet manufacturer.

- Don'ts

Never use detergent, soap pads, or steel wool on your cabinetry. These harsh abrasives will mar the wood finish.

Additionally, we recommend that you avoid the use of paste wax and polishes that contain silicone; the wax buildup is difficult to remove and will leave a residue that attracts dust.

- Self-Cleaning Ovens

Self-cleaning ovens use intense heat. If the heat gasket on your oven is not sealed properly, heat could escape. Cabinets installed next to a self-cleaning oven can suffer finish or surface damage. To minimize the risk of damage during the cleaning cycle, the manufacturer

recommends you remove the drawers and doors from cabinets that are above and adjacent to the self-cleaning oven.

- UV Effects

Over time, ultra-violet rays in natural sunlight may affect the appearance of your cabinets. The finish and wood may change depending on its natural characteristics, the amount and direction of the light exposure, and the portion of the cabinet that receives the rays.

- Hinges

If hinges catch or drawer glides become sluggish, a small amount of silicone lubricant will improve their performance.

- Moisture

Damage to cabinet surfaces and warping can result from operating appliances that generate large amounts of moisture (such as a crockpot) too near the cabinet. When operating such appliances, place them in a location that is not directly under a cabinet.

4. Homeowner Maintenance Tips for Carpet

- Burns

Take care of any kind of burn immediately. First snip off the darkened fibers. Then use a soapless cleaner and sponge with water. If the burn is extensive, talk with a professional about replacing the damaged area.

- Cleaning

You can add years to the life of your carpet with regular care. Carpet wears out because of foot traffic and dirt particles that get trampled deep into the pile beyond the suction of the vacuum. The dirt particles wear down the fibers like sandpaper and dull the carpet. The most important thing you can do to protect your carpet is to vacuum it frequently.

Vacuum twice each week lightly and once a week thoroughly. Heavy traffic areas may require more frequent cleaning. A light vacuuming is three passes; a thorough job may need seven passes. A vacuum cleaner with a beater-bar agitates the pile and is more effective in bringing dirt to the surface for easy removal. Vacuuming high-traffic areas daily helps keep them clean and maintains the upright position of the nap. Wipe spills and clean stains immediately. For best results, blot or dab any spill or stain; avoid rubbing. Test stain-removers on an out-of-the-way area of the carpet, such as in a closet, to check for any undesirable effects. Have your carpet professionally cleaned regularly, usually after 18 months in your home and then once a year after that.

- Crushing

Furniture and traffic may crush a carpet's pile fibers. Frequent vacuuming in high-traffic areas and glides or cups under heavy pieces of furniture can help prevent this. Rotating your furniture to change the traffic pattern in a room promotes more even wear. Some carpets resist matting and crushing because of their level of fiber, but this does not imply or guarantee that no matting or crushing will occur. Heavy traffic areas such as halls and stairways are more sus-

ceptible to wear and crushing. This is considered normal wear.

- Fading

Science has yet to develop a color that will not fade with time. All carpets will slowly lose some color due to natural and artificial forces in the environment. You can delay this process by frequently removing soil with vacuuming, regularly changing air filters in heating and air conditioning systems, keeping humidity and room temperature from getting too high, and reducing sunlight exposure with window coverings.

- Filtration

If interior doors are kept closed while the air conditioning is operating, air circulation from the closed room flows through the small space at the bottom of the door. This forces the air over the carpet fibers, which in turn act as a filter, catching particulate pollution. Over time, a noticeable stain develops at the threshold.

- Fuzzing

In loop carpets, fibers may break. Simply clip the excess fibers. If it continues, call a professional.

- Pilling

Pilling or small balls of fiber can appear on your carpet, depending on the type of carpet fiber and the type of traffic. If this occurs, clip off the pills. If they cover a large area, seek professional advice.

- Rippling

With wall-to-wall carpeting, high humidity may cause rippling. If the carpet remains rippled after the humidity has left, have a professional re-stretch the carpeting using a power stretcher, not a knee-kicker.

- Seams

Carpet usually comes in 12-foot widths, making seams necessary in most rooms. Visible seams are not a deficiency unless they have been improperly made or unless the material has a deficiency, making the seam appear more pronounced than normal. The more dense and uniform the carpet texture, the more visible the seams will be. Carpet styles with low, tight naps result in the most visible seams. Seams are never more visible than when the carpet is first installed. Usually with time, use, and vacuuming the seams become less visible. You can see examples in the model homes of carpet seams.

- Shading

Shading is an inherent quality of fine-cut pile carpets. Household traffic causes pile fibers to assume different angles; as a result, the carpet appears darker or lighter in these areas. A good vacuuming, which makes the pile all go in the same direction, provides a temporary remedy.

- Shedding

New carpeting, especially pile, sheds bits of fiber for a period of time. Eventually these loose fibers are removed by vacuuming. Shedding usually occurs more with wool carpeting than with nylon or other synthetics.

- Snags

Sharp-edged objects can grab or snag the carpet fiber. When this occurs, cut off the snag. If the snag is especially large, call a professional.

- Sprouting

Occasionally you may find small tufts of fiber sprouting above carpet surface. Simply use scissors to cut off the sprout. Do not attempt to pull it, because other fibers will come out in the process.

- Stains

No carpet is stain-proof. Although your carpet manufacturer designates your carpet as stain-resistant, some substances may still cause permanent staining. These include hair dyes, shoe polish, paints, and India ink. Some substances destroy or change the color of carpets, including bleaches, acne medications, drain cleaners, plant food, insecticides, and food or beverages with strongly colored natural dyes as found in some brands of mustard and herbal tea.

Refer to the manufacturer for recommended cleaning procedures for your particular fiber. Pretest any spot-removal solution in an inconspicuous area before using it in a large area. Apply several drops of the solution, hold a white tissue on the area, and count to ten. Examine both tissue and carpet for dye transfer and check for carpet damage.

5. Homeowner Maintenance Tips for Ceramic Tile

- Cleaning

Ceramic tile is one of the easiest floor coverings to maintain. Simply vacuum when needed. Occasionally, a wet mopping with warm water may be appropriate. Avoid adding detergent to the water. If you feel a cleaning agent is required, use a mild solution of warm water and dishwasher crystals (they will not result in a heavy, difficult-to-remove lather on the grout). Rinse thoroughly. The ceramic tile installed on walls in your home may be washed with any nonabrasive soap, detergent, or tile cleaner. Abrasive cleaners will dull the finish.

- Grout

The grout that is applied to the joints of the ceramic tile is a cementitious material. It is normal for it to crack overtime. Cracking in grout joints is considered homeowner maintenance.

- Grout Discoloration

Over time, grout can have uneven or discolored areas that are due to owner usage. Clean grout that becomes yellowed or stained with a fiber brush, cleanser, and water. Grout cleansers and whiteners are available at most hardware stores or home centers.

- Sealing Grout

Sealing grout on your floors is your decision and responsibility. Once grout has been sealed, ongoing maintenance of that seal is necessary and limited warranty coverage on grout that has been sealed is void.

- Separations

Expect slight separations to occur in the grout between tiles. This grout is for decorative purposes only; it does not hold the tile in place. Cracks in the grout can be filled using premixed grout purchased from flooring or hardware stores. Follow package directions. Tile around bathtubs may appear to be pulling up after a time. This is caused by normal shrinkage of grout or caulk and shrinkage of wood members as they dry out. If this occurs, the best remedy is to purchase tub caulk or premixed grout from a hardware store. Follow directions on the container. This maintenance can be important to protect the underlying surface from water damage.

- Tile Showers and Tubs

Tile shower surrounds and shower pans are a custom feature that the Builder often installs. These installations are done by licensed professionals. It is very important that routine homeowner maintenance be performed on tile surrounds and shower floors (shower pan).

- Tile Surrounds

The key to a quality installation of a tile surround is to keep water from getting to the wood framing. The tile contractor applies water-resistant backer board and applies a water-proof membrane on top of the backer board. The tile is set with quality materials and then grouted. Tiny weep holes are left where the tile meets the top of the tub. These holes allow water to escape from behind the tile installation and to drain into the tub. Routine observation of the weep holes is important to ensure that they are unobstructed and uncovered. After

using the shower or tub, it is recommended to turn on the exhaust fan in your bathroom for a minimum of 30 minutes. The exhaust fan will help take the moisture out of the bathroom. Over time, excessive moisture can cause problems and can be expensive to fix.

- Shower Floors (Shower Pan)

The Builder often builds custom shower floors instead of using the traditional fiberglass shower pan. This adds value to the home, but it does require more homeowner maintenance than the traditional fiberglass shower pan. The tile shower floor requires very critical installation, and the Builder employs professionally licensed installers to perform this work. The exhaust fan should be turned on for at least 30 minutes following the use of the shower that has a tiled shower floor.

6. Homeowner Maintenance Tips for Concrete Flatwork

By maintaining good drainage and grading, you protect your home's concrete flatwork, which is defined as the concrete used for the driveway, uncovered patios, stoops, walkways, and sidewalks. Concrete flatwork is floating. It is not a structural (load-bearing) element of the home. Minimize movement in your flatwork by following the Builder's landscaping recommendations, the objective of which is to prevent moisture from reaching soils around and under the concrete flatwork.

- Cleaning

Avoid washing concrete flatwork with cold water from an outside faucet when temperatures are high and the sun has been shining on the

concrete. The abrupt change in temperature can damage the surface bond of the concrete. Sweeping can help keep exterior concrete clean. If washing is necessary, do this when temperatures are moderate.

- Cracks

A concrete slab 10 feet across can shrink approximately 5/8 in. as it cures. Some of this shrinkage shows up as cracks. Cracking of concrete flatwork also results from temperature changes that cause expansion and contraction. To control the effects of concrete cracking, the concrete contractor installs control joints throughout the flatwork. Cracking is most likely to occur inside the control joints. During the summer, moisture finds its way under the concrete along the edges or through cracks in the surface. In winter, this moisture forms frost that can lift the concrete, increasing the cracking. Maintaining drainage away from all concrete slabs will minimize cracking from this cause. As cracks occur, seal them with a waterproof concrete caulk (available at hardware or home improvement stores) to prevent further damage and to prevent moisture from penetrating to the soil beneath.

- Expansion Joints

We install expansion joints to help control expansion. However, as the concrete shrinks during the curing process, moisture can penetrate under the concrete and lift the expansion joint. When this occurs, fill the resulting gap with a concrete sealant, which you can purchase at most hardware stores.

- Heavy Vehicles

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

- Ice, Snow, and Chemicals

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

- Sealer

A concrete sealer, available at paint stores, will help you keep an unpainted concrete floor clean. Follow the instructions on the sealer container.

- Color

Concrete flatwork varies in color. The Builder provides no correction for this condition.

7. Homeowner Maintenance Tips Regarding Condensation

When warm, moist air comes into contact with cooler surfaces, the moisture condenses. Outside we see this as dew; inside you may see it as a layer of moisture on glass windows and doors. This condensation comes from high humidity within the home combined with low outside temperatures and inadequate ventilation. Family lifestyle significantly influences two out of three of these conditions.

- *Humidifier Operation*

Using a humidifier can increase the possibility of condensation in your home due to the increased humidity being introduced into the home.

- *Normal Activities*

As you live in your home, your daily lifestyle contributes to the moisture in the air also. Cooking, laundry, baths and showers, aquariums, plants, and so on all add water to the air in your home. Likewise, your daily routine can mitigate the amount of moisture in your home and reduce condensation on interior surfaces.

- *Run the Air Conditioner and the Heater*

Run the air conditioner and the heater during warm, cold, and humid outdoor weather. The air conditioner and heater will remove humidity from the home.

- *Ventilation*

Develop the habit of using exhaust fans in bathrooms and over the stove as needed. If your home has excess humidity, open windows so fresh air can circulate through your home. Keep the dryer exhaust hose clean and securely connected, and ensure that lint is not blocking the dryer vent.

8. Homeowner Maintenance Tips for Countertops

Use a cutting board to protect your counters when you cut or chop. Protect the counter from heat. If something is too hot to touch, do not put it on the counter. Do not use countertops as ironing boards.

- *Caulking*

The caulking between the countertop and the wall, along the joint at the backsplash (the section of counter that extends a few inches up the wall along the counter area), and around the sink may shrink, leaving a slight gap. Maintaining a good seal in these locations is important to keep moisture from causing damage to the home.

- *Cleaning*

Avoid abrasive cleaners that will damage the luster of the surface.

- *Mats*

Rubber drain mats can trap moisture beneath them, causing the laminated plastic to warp and blister. Dry the surface as needed.

- Laminates

Laminated countertops will have one or more discernible seams. A crack in the caulking that joins the laminate to the wall is considered homeowner maintenance.

- Solid Surfaces

Care for granite and marble countertops like any fine finish like furniture. Wipe off the surfaces immediately when a spill occurs. This is especially important if the spill is from fruit juices or other acidic substances, because natural stone can be damaged by acidic substances. Consult a professional if you desire to seal your granite. Because we do not control the process of granite sealing, any negative results from sealing the granite are not covered under the Limited Warranty.

These tips will help you care for granite and marble countertops:

1. cleansers that are abrasive because they can scratch the stone.
2. alkaline materials like lye.
3. cleaning from soapless cleaners and clean water are important because residual soap or crystals from cleaners can cause permanent damage.
4. careful not to drop heavy objects on your countertops because it can chip or crack the countertop. This includes sitting on them.
5. cleaning products, including dishwasher products that are colored or tinted. These products can impart color to the stone. Do not use colored waxes or polishes on natural stone.

9. Homeowner Maintenance Tips for Doors, Door Molding and Door Hardware

The doors installed in your home are wood products subject to such natural characteristics of wood as shrinkage and warpage. Due to natural fluctuations caused by humidity and the use of forced air furnaces, showers, and dishwashers, interior doors may occasionally require minor adjustments.

- Bifold Doors

Interior bifold doors sometimes stick or warp because of weather conditions. Apply a silicone lubricant to the tracks to minimize this inconvenience.

- Exterior Finish

To ensure longer life for your exterior wood doors, plan to refinish them as needed. Stained exterior doors with clear finishes tend to weather faster than painted doors. Treat the finish with a wood preserver every three months to preserve the varnish and prevent the door from drying and cracking. Reseal stained exterior doors whenever the finish begins cracking or crazing.

- Failure to Latch

If a door will not latch because of minor settling, you can correct this by making a new opening in the jamb for the latch plate (remortising) and raising or lowering the plate accordingly.

- Hinges

You can remedy a squeaky door hinge by removing the hinge pin and applying a silicone lubricant to it. Avoid using oil, as it can gum up or attract dirt. Graphite works well as a lubricant

but can create a gray smudge on the door or floor covering beneath the hinge if too much is applied.

- Keys

Keep a duplicate privacy lock key where children cannot reach it in the event a youngster locks him- or herself in a room. The top edge of the door casing is often used as a place to keep the key. A small screwdriver or similarly shaped device can open some types of privacy locks.

- Locks

Lubricate door locks with graphite or other waterproof lubricant. Avoid oil, as it will gum up. Shrinkage

Use putty, filler, or latex caulk to fill any minor separations that develop at mitered joints in door trim. Follow with painting. Panels of wood doors shrink and expand in response to changes in temperature and humidity. Touching up the paint or stain on unfinished exposed areas is your home maintenance responsibility.

- Slamming

Slamming doors can damage both doors and jambs and can even cause cracking in walls.

- Sticking

The most common cause of a sticking door is the natural expansion of lumber caused by changes in humidity. When sticking is caused by swelling during a damp season, do not plane the door unless it continues to stick after the weather changes. Before planning a door because of sticking, consult a professional.

- Warping

If a door warps slightly, keeping it closed as much as possible often returns it to normal.

- Weather Stripping

Weather stripping and exterior door thresholds occasionally require adjustment or replacement.

10. Homeowner Maintenance Tips for Drywall

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

- Repairs

Most drywall repairs can be easily made. This work is best done when you redecorate the room.

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

11. Homeowner Maintenance Tips for Electrical Systems

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

- Breakers

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

- Breakers Tripping

Breakers trip because of overloads caused by plugging too many appliances into the circuit, a worn cord or defective appliance, or operating an appliance with too high of a voltage requirement for the circuit. The starting of an electric motor can also trip a breaker. If any circuit trips repeatedly, unplug all items connected to it and reset. If it trips when nothing is connected to it, you need to consult a qualified electrician. If the circuit remains on, one of the items you unplugged is defective and will require repair or replacement. Additionally, the increased use of Arc-fault breakers due to code updates will result in more sensitive breakers that will trip from time to time, sometimes for no apparent reason.

- Buzzing

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

- Fixture Location

We install light fixtures in the locations indicated on the plans. Moving fixtures to accommodate specific furniture arrangements or room use is homeowner responsibility.

- GFCI (Ground-Fault Circuit-Interrupters)

GFCI receptacles have a built-in element that senses fluctuations in power. Quite simply, the GFCI is a circuit breaker. Building codes require installation of these receptacles various parts of the home. Heavy appliances such as freezers or power tools will trip the GFCI breaker.

Caution: Never plug a refrigerator or food freezer into a GFCI-controlled outlet. The likelihood of the contents being ruined is high and the Limited Warranty does not cover such damage.

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

- Light Bulbs

You are responsible for replacing burned-out bulbs other than those noted before the closing date.

- Modifications

If you wish to make any modifications, contact your Customer Service Manager so that he/she can provide you with the appropriate electrician. Having another electrician modify your electrical system during the warranty period can void that portion of the Limited Warranty.

- Outlets

If an outlet is not working, check first to see if it is controlled by a wall switch or GFCI. Next, check the breaker. If there are small children in the home, install safety plugs to cover unused outlets. This also minimizes the air infiltration that sometimes occurs with these outlets. Teach children to never touch electrical outlets, sockets, or fixtures.

- Underground Cables

Before digging, check the location of buried service leads by calling the local utility locating service. In most cases, wires run in a straight line from the service panel to the nearest public utility pad. Maintain positive drainage around the foundation to protect electrical service connections.

Troubleshooting Tips: No Electrical Service

No Electrical Service Anywhere in the Home:

Before calling for service, check to confirm that the:

1. Service is not out in the entire area. If so, contact the utility company.

2. Main breaker and individual breakers are all in the on position.

No Electrical to One or More Outlets:

Before calling for service, check to confirm that the:

1. Main breaker and individual breakers are all in the on position.

2. Applicable wall switch is on.

3. GFCI is set (see details on GFCIs, earlier in this section).

4. Item you want to use is plugged in.

5. Item you want to use works in other outlets.

6. Bulb in the lamp is good.

Even if the troubleshooting tips do not identify a solution, the information you gather will be useful to the service provider you call.

12. Homeowner Maintenance Tips for Wood Fences

Over time, the lumber used for wood fencing will crack, warp, and split. Unless extreme, these conditions require no action on your part. As the wood ages and shrinks, nails may come loose and require attention. Also check the posts and any gates often and tighten hardware or make needed adjustments. Prevent sprinklers from spraying your fence. Check monthly to confirm that water does not stand around the fence posts. Make corrections to drainage as needed to prevent this.

13. Homeowner Maintenance Tips for Fireplaces (Gas and Wood Burning)

- Wood Burning Fireplace

Most of us feel a fireplace is an excellent way to create a warm, cozy atmosphere. Look upon burning a fire as a luxury that adds much to the atmosphere but just a little to the heat of an outdoor area. Follow the manufacturers' operating instructions very carefully for wood burning fireplaces. Caution: Do not burn trash in the fireplace and never use any type of liquid fire starter.

- Chimney Cleaning

Creosote and other wood-burning by-products accumulate inside the flue over a period of time. This build-up can be a fire hazard. The way you use your fireplace and the type of wood you burn determine the frequency of your chimney cleanings. For instance, burning soft woods or improperly seasoned woods necessitates more frequent cleaning. Hire a qualified chimney sweep for this cleaning.

- Spark Arrester

If your fireplace comes with a spark arrester, and the spark arrester becomes clogged, the diminished airflow will affect the performance of the fireplace and may be a fire hazard. Have the arrester cleaned professionally when needed.

- Gas Fireplace

Hakes Brothers offers direct-vent gas fireplaces. If you ordered this type of fireplace, it is demonstrated during the New Home Orientation. Read and follow all manufacturers' operating

instructions. A slight delay (usually under a minute) between turning the switch on and flame ignition is normal. The flames should ignite gently and silently. If you notice any deviation from this and any gas smell, immediately shut off the switch and report it to the gas company. Excessive winds can cause a downdraft, which can blow out the pilot, requiring you to relight it before using the fireplace.

Caution: The exterior vent cover for a direct-vent gas fireplace becomes extremely hot when the fireplace is operating.

14. Homeowner Maintenance Tips for Foundations

We install the foundation of your home according to the recommendations of our soils engineer. The walls of the foundation are poured concrete with steel reinforcing rods or post tension, depending on the recommendations of the engineer. To protect your home's foundation, use the following guidelines for installation and maintenance of landscaping and drainage.

- Grading and Drainage

The final grading of the front, sides and back yard has been performed so that water flows away from your foundation. Water that sits against your foundation can damage it and can void the Six Year Structural Components Coverage of the Limited Warranty. Use caution when installing landscaping, fencing, or additions to your home to prevent possible water standing against the foundation of the home.

- Exterior Finish Materials

Maintain soil levels below siding, stucco, brick, or other exterior finish materials. Contact with the soil can cause deterioration of the exterior finish material and encourages pest infestations.

- Rototilling

Rototilling can significantly change grading patterns. Use caution to prevent water from flowing towards the foundation of the home.

- Settling

Some excavation is necessary for building your home. Although the soil from excavated areas is replaced and re-compacted, the soil does not return to its original density. Some settling will occur, especially after prolonged or heavy rainfall or melting of large amounts of snow. Settling can continue for several years. Inspect the perimeter of your home regularly for signs of settling and fill settled areas as needed to maintain positive drainage or flow of water away from the foundation of the home.

- Subsurface Drains

Occasionally Hakes Brothers installs a subsurface drain to ensure that surface water drains from a yard adequately. Keep this area and especially the drain cover clear of debris so that the drain can function as intended.

- Cracks

Even though a foundation has been designed and constructed according to code and engineering requirements, surface cracks can still develop. Surface cracks are not detrimental to the structural integrity of your home.

- Expansive Soils

Expansive soils are able to absorb water and therefore expand because it adds to the volume of the soil. These soils also can lose this water to evaporation and consequently they will contract. For this reason, it is important that your yard drains all water away from the foundation, to protect the soil around it from expansion and contraction. It is important to check during rainy weather that water does not stand against the foundation, and that all landscaping water (including, but not limited to, grass sprinklers, drip systems, ponds, etc.) does not stand within 5 feet of the foundation. The Six Year Structural Components Coverage will be voided if the homeowner alters the drainage of the front, back, and side yards in a way that allows standing water to rest within 5 feet of the foundation. The Six Year Structural Components Coverage will also be voided if the homeowner installs grass or plants that require consistent watering within 5 feet of the foundation.

15. Homeowner Maintenance Tips for Garage Doors

Since the garage door is a large, moving object, periodic maintenance is necessary.

Light, Water, or Dust enter the Garage when the Garage Door is Closed.

Garage overhead doors cannot prevent all light, dust and moisture from entering the garage. Some light will be visible around the edges and across the top of the door. Weather conditions may result in some precipitation entering around the door as well as some dust especially during high winds.

- Lock

If the lock becomes stiff, apply a silicone or graphite lubricant. Do not use oil on a lock, as it will stiffen in winter and make the lock difficult to operate.

- Maintenance

Every 3-6 months, apply a spray lubricant to all moving parts: track, rollers, hinges, pulleys, and springs. Avoid over-lubricating to prevent drips on vehicles or the concrete floor. At the same time, check to see that all hardware is tight and operating as intended without binding or scraping. Tighten any screws that need tightening. Do not lubricate the chain or the screw drive, as they are lubricated by the manufacturer and could cause slippage.

- Opener

To prevent damage to a garage door opener, be sure the door is completely unlocked before using the operator. If you have an opener installed after the closing date of your home, it is suggested that you order it from the company that provided and installed the garage door to assure uninterrupted warranty coverage. If you purchase and install your own garage door opener, the warranty of the door opener and the operation of the door will be voided. familiar with the steps for manual operation of the door

in the event of a power failure. If the Builder installed a garage door opener, during orientation we demonstrate the electric eye that provides a safety stop in the event someone crosses through the opening while the overhead door is in motion. Use care not to place tools or other stored items where they interfere with the function of the electric eye. Expect to replace the battery in the garage opener remote controls about once a year.

- Painting

Repaint the garage door when you repaint your home, or more often if needed to maintain a satisfactory appearance.

- Safety

Follow the manufacturer's instructions for safe and reliable operation. Do not allow anyone except the operator near the door when it is in motion. Keep hands and fingers away from all parts of the door except the handle. Do not allow children to play with or around the door. For your safety, after the expiration of first year coverage, have any needed adjustments made by a qualified specialist. The door springs are under a considerable amount of tension and require special tools and knowledge for accurate and safe servicing. Have the door inspected by a professional garage door technician after any significant impact to the door.

16. Homeowner Maintenance Tips for Grading and Drainage

- *Drainage*

The final grading of the front, sides and back yard has been performed so that water flows or drains away from your foundation. Maintaining the drainage of water away from the house is homeowner responsibility. Water that sits against your foundation can damage it and can void the Six Year Structural Components Coverage of the Limited Warranty. Use caution when installing landscaping, fencing, concrete, plants, or any other obstructions to prevent water from flowing against the foundation. Such obstructions void the Limited Warranty coverage for grading and drainage and the Six Year Structural Components Coverage.

- *Swales*

When a lot receives water, the water is drained to the street in front of the house through swales, which drain areas of the yard, unless the local jurisdiction has determined that all water shall drain to an on-lot ponding. The homeowner will be responsible for any changes made to swales. After heavy rain or snow, water may stand in swales up to 48 hours.

- *Exterior Finish Materials*

Maintain soil levels below siding, stucco, brick, or other exterior finish materials. Contact with the soil can cause deterioration of the exterior finish material and encourages pest infestations.

- *Rototilling*

Rototilling can significantly change grading patterns. Use caution to prevent water from flowing towards the foundation of the home.

- *Subsurface Drains*

Occasionally Hakes Brothers installs a subsurface drain to ensure that surface water drains from a yard adequately. Keep this area and especially the drain cover clear of debris so that the drain can function as intended.

17. Homeowner Maintenance Tips for Gutters and Downspouts

Check gutters periodically and remove leaves or other debris. Materials that accumulate in gutters can slow water drainage from the roof, cause overflows, and clog the downspouts.

- *Extensions or Splashblocks*

Extensions should discharge outside of rock or bark beds so that water is not dammed behind the edging materials that might be used.

- *Ladders*

Use caution when leaning ladders against gutters, as this may cause dents.

- *Leaks*

If a joint between sections of gutter drips, caulk the inside joint using a commercial gutter caulking compound available at hardware stores.

- Paint

Gutters and downspouts are painted to match your Home. You should repaint them when you repaint your home.

- Snow and Ice

Clear excess snow from downspouts as soon as possible to allow the gutter to drain and to prevent damage. Severe ice or snow build-up can damage gutters, and such damage is not covered by the Limited Warranty.

18. Homeowner Maintenance Tips for Hardwood Floors

In daily care of hardwood floor, preventive maintenance is the primary goal.

- Cleaning

Consult the manufacturer for cleaning recommendations.

- Dimples

Placing heavy furniture or dropping heavy or sharp objects on hardwood floors can result in dimples. Any dimples that are not noted before the closing date are homeowner responsibility.

- Filmy Appearance

A white, filmy appearance can result from moisture, often from wet shoes or boots.

- Furniture Legs

Install proper floor protectors on furniture placed on hardwood floors. Protectors will allow

chairs to move easily over the floor without scuffing. Regularly clean the protectors to remove any grit that may have accumulated.

- Humidity

Wood floors respond noticeably to changes in humidity in your home. Especially during winter months, the individual planks or pieces expand and contract as water content changes.

- Mats and Area Rugs

Use protective mats at the exterior doors to help prevent sand and grit from getting on the floor. Gritty sand is wood flooring's worst enemy. However, be aware that rubber backing on area rugs or mats can cause yellowing and warping of the floor surface.

- Recoat

Refer to the manufacturer's recommendations for recoating.

- Separation

Expect some shrinkage around heat vents or any heat-producing appliances, or during seasonal weather changes.
See also Warping.

- Shoes

Keep high heels in good repair. Heels that have lost their protective cap (thus exposing the fastening nail) will exert considerable pressure on the floor. It will mark your wood floor.

- Spills

Clean up food spills immediately with a dry cloth. Use a vinegar-and-warm-water solution for tough food spills.

- Splinters

When floors are new, small splinters of wood can appear.

- Sun Exposure

Exposure to direct sunlight can cause irreparable damage to hardwood floors. To preserve the beauty of your hardwood floors, install and use window coverings in these areas.

- Traffic Paths

A dulling of the finish in heavy traffic areas is likely.

- Warping

Warping will occur if the floor repeatedly becomes wet or is thoroughly soaked even once. Slight warping in the area of heat vents or heat-producing appliances is also typical.

- Wax

Refer to manufacturer's recommendations.

19. Homeowner Maintenance Tips for Heating Systems (duct work, registers, dampers, condensation lines, furnaces, air blower)**- Change the return air filter(s) every month**

Your home may have more than one air return filter. The Builder's representative will show you where the return air filter is for your home at the New Home Orientation.

Failure to change air filters can allow dust and other particles to restrict the cycling of air. This will make the heater and furnace work harder than normal to heat your home, which will make utility bills higher and overwork your units.

Failure to change your filters will also result in improper airflow through your house and you will not be able to heat your house properly. If you submit a warranty claim about your heater and the problem is that the air filters have not been changed, the homeowner will be responsible for any service fees from the HVAC contractor.

The homeowner should schedule annual maintenance of the heater and furnace with a reputable contractor. As necessary, the ductwork should be cleaned, or every 2 to 4 years. Make sure all exterior doors have proper weather stripping.

- Keep Windows, Blinds and Doors Closed

Your heater is a closed system, meaning that it constantly recycles the air inside your home to heat it up and does not require an outside air source to heat your home.

Failure to keep cooler outside air out of your home will make the heater work harder to heat your home. It will take longer to heater your home and cost you more.

- Always Keep the Heater on During Cooler Months

The benefits of this include: Heater will not have to work as hard when you do turn it on, it will take less time for the heater to heat up the home, and you are protecting the building materials from excessive temperature changes that cause increased expansion and contraction.

- Test the Heater in Advance

Test the heater during the fall to ensure that it is working properly. If you wait until it is very cold outside to turn on the heater, you may experience inconvenience and frustration while you wait for a technician to troubleshoot the heater and get it running.

- Schedule Annual Maintenance of your Heater and Furnace

Schedule and perform annual maintenance on your heating system with a reputable contractor. As necessary, have the ductwork cleaned professionally.

- Noises

The heat from the furnace can cause popping sounds due to expansion and contraction inside the metal ductwork. These noises are unavoidable and are not considered a defect. The registers for your heating system are adjustable. It is the responsibility of the homeowner

to adjust the registers to achieve the optimum amount of air supply per room. This will differ from owner to owner, but in general, the rooms that are farthest from the furnace will need more air supply, while the rooms and areas that are closer to the furnace will need less supply. The exact placements of air registers will vary slightly from the model home and within each different home. The following information will help you use your heating system efficiently and cost effectively.

- Turning on your Furnace

It is recommended that you turn on your heater and furnace as soon as you move into your new home. When turning on the furnace, it is normal for a burning smell to appear and even cause the smoke detectors to sound. This noise and smell should go away after a short period of time. To turn on the heater and furnace, set the thermostat to "Heat" on the Cool/Heat/Off dial, and to "Auto" on the On/Auto dial. The furnace should turn on within a few minutes and you should feel heat. If the furnace does not turn on after a few minutes, and you do not feel heat, turn the thermostat back to "Off" and wait for a few moments. Then set the thermostat to "Heat" and "Auto" again. Repeat these steps several times if necessary. These steps will get the air out of the gas lines, allowing gas to power the furnace.

- Troubleshooting the Heater

If the Heater Does Not Heat up the House
Check the circuit breaker panel to ensure the furnace breaker is "On". Replace the fuse/breaker if necessary. Make sure the air filter has been replaced within last 30 days. Check to make

sure the gas valve in the attic is in “On” position. Check to make sure the access door to the furnace has been properly secured. Check that filters have been replaced within 30 days.

- If Some Rooms are More Comfortable than Others

Open the register dampers in colder areas to give maximum airflow to those colder areas of the home. Adjust the register dampers in warmer areas so that they receive less-than-maximum airflow.

In a two-story home, if your lower level is too cool in the winter, start closing upper level registers until the desired results are obtained. If your upper level is too warm in the summer, close lower level registers until the desired results are obtained. Even after adjusting the registers, there may be temperature variations from room to room.

***Many Heating service calls are due to tripped circuit breakers and old, unchanged air filters. Before requesting warranty service for your heater and furnace, please check your electrical panel to make sure the circuit breakers are “On” and that your air filter is not older than 30 days. This will prevent you from being charged by the HVAC contractor for an unnecessary service call.

20. Homeowner Maintenance Tips for Landscaping

To properly take care of your landscaping, it is recommended that you purchase a book on lawn and garden care. Your landscaping will need your constant attention. After the closing date, the Builder cannot be responsible for whether consistent attention is being given or

not to the landscaping. The Limited Warranty does not cover trees, plants, shrubs, or grass.

Plan to install the main components of your landscaping as soon after the closing date as weather permits. Some homeowner associations require that landscaping be installed in a timely manner, and well-designed landscaping prevents erosion and protects the foundation of your home. Be sure to consult with the association and acquire any needed association approvals or permission before installing landscaping.

- Additions

Before installing patio additions or other permanent improvements, consider soil conditions in the design and engineering of your addition.

- Backfill

We construct the foundation of your home beginning with an excavation into the earth. When the foundation walls or footings are complete, the area surrounding them is backfilled. Soil in this area is not as compact as undisturbed ground.

Water can penetrate through the backfill area to the lower areas of your foundation. This can cause potentially severe problems such as wet basements, cracks in foundation walls, and floor slab movement. Avoid this through proper installation of landscaping and good maintenance of drainage.

Backfill areas will settle and require prompt attention to avoid damage to your home and voiding of the Ten Year Structural Components Coverage. Keep downspout extensions in the

down position to channel roof runoff away from the foundation area of your home. Routine inspection of downspouts, backfill areas, and other drainage components is an excellent maintenance habit.

- Bark or Rock Beds

Do not allow edging around decorative rock or bark beds to dam the free flow of water away from the home. You can use a nonwoven landscape fabric between the soil and rock or bark to restrict weed growth while still permitting normal evaporation of ground moisture.

- Erosion

Until your yard is established and stable, erosion will be a potential concern. Heavy rains or roof runoff can erode soil. The sooner you restore the grade to its original condition, the less damage will occur. Erosion is of special concern in drainage swales. If swales become filled with soil runoff, they may not drain the rest of the yard, causing further problems. Correcting erosion is your responsibility. You may need to protect newly planted seed with erosion matting or reseed to establish grass in swales. It can take several years to fully establish your lawn in such challenging areas.

- First 5 Feet

Place no plants or grass of any type and ensure that no water from sprinkler heads and drip system emitters approaches the area within 5 feet of the perimeter of your home's foundation or within 5 feet of the home's perimeter walls. This will protect the soil around the foundation from soaking water and expanding, which could lead to expensive repairs on the foundation.

- Freezing

The Builder recommends you insulate your backflow valve (pipe that sticks above grade near the landscape valve on the side of your home) with pipe insulation or other approved materials available at Home centers. In addition, it is a good idea to keep your drip/sprinkler system running on a regular watering schedule during the cold months to keep the water pipes from freezing. It is also a good idea to insulate the inside of your landscape valve box to prevent freezing. The Builder is not responsible for frozen backflow valves, landscaping valves, or landscape pipes due to cold weather. Such items are not covered under the Limited Warranty.

- Hired Contractors

The homeowner is responsible for changes to the drainage pattern made by any landscape, concrete, deck, or pool contractor. Discuss drainage with any company you hire to do an installation in your yard. Do not permit them to tie into existing drainage pipes without approval from the Builder.

- Plant Selection

Plant with regard to your local climate. Favor native over exotic species. Consider ultimate size, shape, and growth of the species.

- Association Requirements

Check with your local building department and homeowners association before designing, installing, or changing landscaping for any regulations that they require you to follow.

- Seeded Lawns

If lawn seeding is part of your home purchase, consider this just the first step in establishing your yard. The establishment and maintenance of seeded lawns are homeowner responsibility. Consult local professionals to establish and maintain a great seeded lawn.

- Sod

Newly placed sod requires extra water for several weeks. Water in the cool part of the day. Be aware that new sod and the extra watering it requires can sometimes create drainage concerns (in your yard or your neighbor's) that will disappear when the yard is established and requires normal watering. The establishment and maintenance of sodded lawns are homeowner responsibility. Consult local professionals to maintain your sodded lawn.

- Soil Mix

Provide good soil mixes. Consult a local professional for best practices.

- Sprinkler System

If the Builder included a sprinkler system with your home, we will arrange to have the installer demonstrate the system and make final adjustments shortly after you move in. The installer will note and correct any deficiencies in the system at the same time. Whether we install your sprinkler system or you install it yourself, keep these points in mind:

(a) You are responsible for routine cleaning and adjusting of sprinkler heads as well as shutting the system down in the fall.

(b) Failure to drain the system before freezing temperatures occur can result in broken lines, which will be your responsibility to repair.

(c) Conduct weekly operational checks to ensure proper performance of the system.

(d) Direct sprinkler heads away from the home.

(e) Trickler, or bubbler-type irrigation systems are not recommended for use adjacent to your home.

(f) Automatic timers permit you to water at optimum times whether you are at home, away, awake, or asleep.

(g) The amount of water provided to each zone can be accurately and consistently controlled and easily adjusted with a timed system.

(h) Check the system after a power outage and keep a battery in place if your system offers that as a backup.

- Stones and Rocks

The soil in your area may have stones and rocks. Removing these naturally occurring elements is a homeowner maintenance activity. If the Builder installs seed or sod, large rocks will be picked up and surface raking performed. You will need to provide continued attention to this condition as you care for your yard.

- Existing Trees

The Builder values trees as one of the features that make up an attractive community and add value to the homes. The Builder takes steps to protect and preserve existing trees in the area

of your home. In spite of our efforts, existing trees located on construction sites can suffer damage from construction activities, which manifest months after the completion of construction.

Damage to existing trees can be caused by such things as compaction of soil in the root zone, changing patterns of water flow on the lot, disturbing the root system, and removing other trees to make room for the home. The newly exposed tree may react to conditions it is unaccustomed to. Caring for existing trees, including pruning dead branches or removing these trees altogether is homeowner responsibility.

Remember to water trees during the summer or during warm dry periods in the winter. Mulch around trees and avoid tilling or planting flower beds around trees. This is especially important while trees are recovering from the construction process. Trees and other plant materials that exist on the lot when construction begins and are not part of any landscaping installed by the Builder are excluded from coverage under the Limited Warranty.

- Utility Lines

A slight depression may develop in the front lawn along the line of the utility trench. To correct this, roll back the sod, spread topsoil underneath to level the area, and then relay the sod. Before any significant digging, check the location of buried service leads by calling the local utility locating service. In most cases, wires and pipes run in a straight line from the main service to the public supply.

- Waiting to Landscape

If you leave ground un-landscaped, it erodes. Correcting erosion that occurs after the closing date is homeowner responsibility.

- Weeds

Weeds will appear in your landscaping. Left un-landscaped, your yard will quickly begin to show weeds. Weeds are considered homeowner maintenance.

21. Homeowner Maintenance Tips for Masonry Walls, Rock Walls, and Stone Veneer

Where the Builder has installed perimeter walls as part of your home, the Builder will confirm its condition is acceptable during your New Home Orientation. All types of perimeter walls require some routine attention.

Homeowner Association Design Review

If you choose to add fencing after moving into your new home, you may need to obtain approval from any homeowners associations. Review the Covenants, Codes and Restrictions (CC&R's) of your homeowners association for details.

- Variation

Height, length and location of installed walls and fences will vary with lot size, topography, and shape.

- First 5 Feet

Place no plants or grass of any type and ensure that no water from sprinkler heads and drip system emitters approaches the area within 5

feet of the perimeter walls of your home. This will protect the soil around the perimeter wall from soaking water and expanding, which could lead to expensive repairs on the perimeter walls.

22. Homeowner Maintenance Tips for Mirrors

To clean your mirrors, use any reliable liquid glass cleaner or polisher available at most hardware or grocery stores. Avoid acidic cleaners and splashing water under the mirror; either can cause the silvering to deteriorate. Acidic cleaners are usually those that contain ammonia or vinegar. Avoid getting glass cleaners on plumbing fixtures as some formulas can deteriorate the finish.

23. Homeowner Maintenance Tips for Mold

Mold is a naturally occurring fungus which is spread by microscopic spores that are ubiquitous—they are everywhere. For that reason, it is impossible to build homes that have the capability of being mold spore-free and mold-free. Mold needs three things to grow: moisture, food (carpet, drywall, insulation, etc.) and time (mold can start developing within 24-48 hours of moisture coming into contact with materials that are food for mold). It is the responsibility of the homeowner to minimize moisture in the home (including, but not limited to, condensation, humidity, leaks, and spills, etc.) in a timely fashion, in order to reduce or minimize the development of mold.

The homeowner has the responsibility to minimize the potential for mold growth and actual mold. The following are suggestions for the homeowner that could help prevent mold growth:

1. Regular vacuuming and cleaning of the house.
 2. Reduce indoor humidity and moisture by using the air conditioner in times of both high humidity and warmer temperatures. Humidifiers should not be used during these times. Also, use exhaust fans during and after showers and cooking to remove humidity and prevent condensation all year round.
 3. Regular inspection for mold in the house: look for leaks, wet spots, discolorations, mildew or wet odors, or visible signs of mold. All leaks should be repaired promptly.
 4. Any spills or puddles in the home should be wiped up and dried immediately. Never let water stand in the home. Any materials that will not readily dry-out should be replaced, including, but not limited to, drywall, carpet, padding, insulation, etc.
- If mold develops despite the employment of the preventative measures above, clean the affected areas with proper cleaning solutions. If mold growth is substantial, consult mold remediation professionals.
- Only contact the Builder when the source of moisture is a direct result of a defect in the home that is reported before the expiration of the applicable Warranty Coverage Period (i.e. a qualified plumbing leak). Such notification should be given within 24 hours of the leak occurring to minimize the possibility of mold growth. The Builder is never responsible for the development of mold spores or mold growth or for any damages (including, but not limited to, property damage, personal injury, emotional distress, or adverse health effects), which are

caused by mold or by any other agent connected with the presence of mold. Such damages are not covered by the Limited Warranty.

24. Homeowners Maintenance Tips for Paint and Stain

- Exterior

Regular attention will preserve the beauty and value of your home. Check the painted and stained surfaces of your home's exterior annually. Repaint before much chipping or wearing away of the original finish occurs; this will save the cost of extensive surface preparation.

Plan on refinishing the exterior paint surfaces of your home approximately every two to three years or as often as your paint manufacturer suggests for your area and climate. Climatic conditions control the chemical structure of the paint used on the exterior. Over time, this finish will fade and dull a bit.

Depending on the exposure to weather of each surface, the paint on some parts of your Home may begin to show signs of deterioration sooner than others. When you repaint the exterior surfaces of your home, begin by resetting popped nails and removing blistered or peeling portions of paint with a wire brush or putty knife. Sand, spot with primer, and then paint the entire area.

Use a quality exterior paint formulated for local climate conditions. Avoid having sprinklers spray water on the exterior painted or stucco surfaces of your home. This will cause blistering, peeling, splintering, and other damage to the home.

- Severe Weather

Hail and wind can cause a great deal of damage in a severe storm, so inspect the house after such weather. Promptly report damage caused by severe weather to your insurance company.

- Interior Touch-Up

When doing paint touch-ups, use a small brush, applying paint only to the damaged spot. Touch-up may not match the surrounding area exactly, even if the same paint mix is used. When it is time to repaint a room, prepare the wall surfaces first by cleaning with a mild soap and water mixture or a reliable cleaning product. We provide samples of each paint color used in your home. Store these with the lids tightly in place and in a location where they are not subjected to extreme temperatures.

25. Homeowner Maintenance Tips for Plumbing Systems

Your plumbing system has many parts, most of which require little maintenance. Proper cleaning, occasional minor attention, and preventive care will assure many years of good service from this system.

- Aerators

Even though your plumbing lines have been flushed to remove dirt and foreign matter, small amounts of minerals may enter the line. Aerators on the faucets strain much of this from your water. Minerals caught in these aerators may cause the faucets to drip because washers wear more rapidly when they come in contact with foreign matter.

- Basement Construction

If you perform any construction in your basement, ensure that the plumbing lines in the basement or crawl space are not isolated from the heating source without insulation being added.

- Cleaning

Follow manufacturer's directions for cleaning fixtures. Avoid abrasive cleansers.

- Clogs

The main causes of toilet clogs are domestic items such as disposable diapers, excessive amounts of toilet paper, sanitary supplies, Q-tips, dental floss, and children's toys.

Improper garbage disposal use also causes many plumbing clogs. Always use plenty of cold water when running the disposal. Do not pour grease down the disposal. You can usually clear clogged traps with a plumber's helper (plunger). If you use chemical agents, follow directions carefully to avoid personal injury or damage to the fixtures.

- Extended Absence

If you plan to be away for an extended period, you should drain your water supply lines. To do this, shut off the main supply line and open the faucets to relieve pressure in the lines. You may also wish to shut off the water heater. Do this by turning off the cold water supply valve on top and the gas control at the bottom. Drain the tank by running a hose from the spigot on the bottom out the garage. Check manufacturer's directions for exact instructions.

- Fiberglass Fixtures

For normal cleaning use a nonabrasive bathroom cleanser and sponge or nylon cleaning pad. Avoid steel wool, scrapers, and scouring pads.

- Freezing Pipes

Even though your home may be heated at a normal level, it is possible that pipes can freeze at extreme cold temperatures. Set the heat at a minimum of 65 degrees F if you are away during winter months. Keep garage doors closed to protect plumbing lines running through this area from freezing temperatures. In unusually frigid weather, or if you will be gone more than a day or two, open cabinet doors to allow warm air to circulate around pipes. Use an ordinary hair dryer to thaw pipes that are frozen. Never use an open flame. Frozen pipes are not covered under the Limited Warranty.

- Jetted Tubs

If your home includes a jetted tub follow manufacturer directions for its use and care. Never operate the jets unless the water level is at least one inch above the jets. Be cautious about using the tub if you are pregnant or have heart disease or high blood pressure; discuss the use of the tub with your doctor.

Tie or pin long hair to keep it away from the jets where it might become tangled—a potentially dangerous event. Clean and disinfect the system every one to two months, depending on usage. To do this, fill the tub with lukewarm water and add one cup of liquid chlorine bleach.

Run the jets for 10 to 15 minutes, drain and fill again. Run for 10 minutes with plain water, drain. Avoid abrasive cleansers.

- Leaks

If a major plumbing leak occurs, the first step is to turn off the supply of water to the area involved. This may mean shutting off the water to the entire home.

- Low Pressure

Occasional cleaning of the aerators on your faucets (normally every three to four months) will allow proper flow of water. The water department controls the overall water pressure.

- Main Shut-Off Valve

The water supply to your home can be shut-off entirely in two locations. The first is at the water meter near the street and the second is inside the home, usually in the garage or the utility room. We will point both of these out during your orientation. It is recommended you thoroughly insulate around the outside water meter (inside the water meter box) during cold weather to prevent freezing. The Builder is not responsible for your water meter freezing, you must deal directly with the water utility. Each toilet has a shut-off on the water line under the tank. Hot and cold shut-offs for each sink are on the water lines under the sink.

- Outside Faucets

Remove hoses during cold weather, even if the faucet is located in your garage. If a hose is left attached, the water that remains in the hose can freeze and expand back into the pipe, caus-

ing a break in the line. Repair of a broken line that feeds an exterior faucet is a Homeowner maintenance item. Note that the Builder does not warrant sillcocks or hose bibs against freezing. It is recommended you install insulating devices around any exterior hose bibs during cold weather to prevent freezing.

- Porcelain

You can damage porcelain enamel with a sharp blow from a heavy object or by scratching. Do not stand in the bathtub wearing shoes unless you have placed a protective layer of newspaper over the bottom of the tub. If you splatter paint onto the porcelain enamel surfaces during redecorating, wipe it up immediately. If a spot dries before you notice it, use a recommended solvent.

- Running Toilet

To stop running water, check the shut-off float in the tank. You will most likely find it has lifted too high in the tank, preventing the valve from shutting off completely. In this case, adjust the float rod down until it stops the water at the correct level. The float should be free and not rub the side of the tank or any other parts. Also check the chain on the flush handle. If it is too tight, it will prevent the rubber stopper at the bottom of the tank from sealing, resulting in running water.

- Stainless Steel

Clean stainless steel sinks with soap and water to preserve their luster. Avoid using abrasive cleaners or steel wool pads; these will damage the finish. Prevent bleach from coming into prolonged contact with the sink as it can pit

the surface. An occasional cleaning with a good stainless steel cleaner will enhance the finish. Rub in the direction of the polish or grain lines and dry the sink to prevent water spots.

Avoid leaving produce on a stainless steel surface, since prolonged contact with produce can stain the finish. Also avoid using the sink as a cutting board; sharp knives will gouge the finish. Local water conditions affect the appearance of stainless steel. A white film can develop on the sink if you have over-softened water or water with a high concentration of minerals. In hard water areas, a brown surface stain can form appearing like rust.

- Tank Care

Avoid exposing the toilet to blows from sharp or heavy objects, which can cause chipping or cracking. Avoid abnormal pressures against the sides of the tank. It is possible to crack the tank at the points where it is attached to the bowl.

- Water Filter or Softener

If you install either a water filter or a water softener, carefully read the manufacturer's literature and warranty for your specific model. If your Home includes a septic system, prior to installing a water softener, discuss with the vendor whether the system you are considering will adversely affect your septic system.

- Temperature Variations

Temperature variations in hot and cold water can exist when different faucets in the home are used at the same time. Such a condition is not covered by the Limited Warranty.

- Water Pressure

Water Pressure often varies by municipality or water utility. Water pressure is not covered by the Limited Warranty.

- Water Heater

Read and follow the manufacturers' recommendations for proper maintenance of the water heater. The operation of the water heater is covered by the Limited Warranty for one year. Temperature variations should be expected and are not covered by the Limited Warranty. Hot water will take longer to arrive at sinks, tubs, and showers that are farther from the water heater and such a condition is not covered by the Limited Warranty.

Troubleshooting Tips: Plumbing

- No Water in the Home

Before calling for service, check to confirm that the:

- a.** Main shut off on the meter inside your home is open.
- b.** Main shut off at the street is open.
- c.** Individual shut-offs for each water-using item are open.

- No Hot Water

See Water Heater Label for operating instructions.

- Leak Involving Sink, Tub, or Toilet

- a.** Check caulking and grout.
- b.** Confirm shower door or tub enclosure was properly closed.
- c.** Turn water supply off to that item.
- d.** Use other facilities in your home and report problem on next business day if warranty coverage still applies.

- Leak Involving a Main Line

- a.** Turn water off at the meter in your home.
- b.** Call emergency number for service if warranty coverage still applies, or a reputable plumber if warranty coverage has expired.

- Back Up at One Toilet

If only one toilet is affected, corrections occur during normal business hours.

- a.** Shut off the water supply to the toilet involved.
- b.** Use a plunger to clear the blockage.
- c.** Use a snake to clear the blockage.
- d.** If warranty coverage still applies, contact the Builder.
- e.** If warranty coverage has expired, contact a router service.

- Sewer Back Up Affecting Entire Home

a. If warranty coverage still applies, contact the Builder or the plumber.

b. If warranty coverage has expired, contact a router service.

c. Remove personal belongings to a safe location. If items are soiled, contact your homeowner insurance company.

Even if the troubleshooting tips do not identify a solution, the information you gather will be useful to the service provider you call.

26. Homeowner Maintenance Tips for Roofs

Concrete tile can break if walked on. The less activity your roof experiences (i.e. the less walking on top of the roof), the less likely it is that problems will occur. Special care should be given to avoiding leak-causing damage during the installation of TV antennas and satellite dishes.

If shingles become loose, contact the Builder if warranty coverage still applies, or a roofing contractor to repair.

Consult a structural engineer before storing the roof trusses in the attic space with extra weight and before adding solar panels to the roof.

All roofs should be checked annually in order to maintain them properly and ensure water-tightness. Check flashing and vents for cracked sealant, wind damage, and exposed nails.

With flat roofs, it is important to inspect the roof annually and check that the penetrations

and crickets are sealed properly. We strongly recommend that you consult a roofing contractor or home center professionals for the right material to re-coat the penetrations and joints of your flat roof annually.

Flat roofs require more maintenance than a pitched roof. We strongly recommend that you inspect your flat roof annually for broken or worn penetration sealing, worn crickets, and any objects that can dam the flow of water. We also strongly recommend that you consult a roofing contractor every 2 years to have them perform thorough maintenance.

- Ice Dam

Ice and snow build-up in the winter can cause water from melting ice and snow to back up under the shingles and leak into the home. This condition is normal and is not covered under the Limited Warranty unless the leak is due to incorrect installation. Take care to remove ice and snow from roof vents so that the roof ventilation system works properly, and from overhangs to prevent leaks.

- Leaks

If a leak occurs, try to detect the exact location. This will greatly simplify finding the area that requires repair when the roof is dry.

- Limit Walking

Limit walking on your roof. Your weight and movement can loosen the roofing material and in turn result in leaks. Never walk on the roof of your home when the shingles are wet—they

are slippery. Walking on tile roofs can break the tiles.

Troubleshooting Tips: Roof Leak:

Please keep in mind that roof leaks cannot be repaired while the roof is wet. However, you can get on the schedule to be in line when conditions dry out, so do call in your roof leak.

Confirm the source of the water is the roof rather than from a:

a. Plumbing leak

b. Open window on a higher floor

c. Ice dam

d. Clogged gutter or downspout

e. Blowing rain or snow coming in through code required roof vents

f. Gap in caulking

Where practical, place a container under dripping water. If a ceiling is involved, use a screwdriver to poke a small hole in the drywall to release the water.

Even if the troubleshooting tips do not identify a solution, the information you gather will be useful to the service provider you call.

Remove personal belongings to prevent damage to them. If damage occurs, contact your Homeowner insurance company to submit a claim.

If warranty coverage still applies, report the leak

to the Builder during first available business hours.

27. Homeowner Maintenance Tips for Shower Doors and Glass Shower Enclosures

Shower doors and tub enclosures require minimal care. Using a squeegee to remove water after a bath or shower will keep mineral residue and soap film to a minimum. A coating of wax can also help prevent build-up of minerals and soap. Use cleaning products suggested by the manufacturer to avoid any damage to the trim and hardware.

Avoid hanging wet towels on corners of doors; the weight can pull the door out of alignment and cause it to swell from the moisture. Check and touch-up caulking/silicone on an as-needed basis.

Enclosures or shower doors are not meant to have water sprayed directly at them. Damage that occurs as a result of this action is not covered under the Limited Warranty.

28. Homeowner Maintenance Tips for Siding and Exterior Trim

Siding expands and contracts in response to changes in humidity and temperature. Slight waves are visible in siding under moist weather conditions; shrinkage and separations will be more noticeable under dry conditions. These behaviors cannot be entirely eliminated. Failure to clean and maintain the painted surfaces of the siding can result in mildew growth on the siding. Wash shutters as well.

- Wood and Wood Products

Wood or wood-product siding will require routine refinishing. The timing will vary with climatic conditions. Maintain caulking to minimize moisture entry into the siding. Note that some paint colors will require more maintenance than others and some sides of the Home may show signs of wear sooner based on their exposure to the elements. Some wood siding, such as cedar, is subject to more cracking and will require more maintenance attention.

- Vinyl

Vinyl siding will occasionally require cleaning. Start at the top to avoid streaking and use a cleaning product recommended by your siding manufacturer. Follow directions carefully.

- Cement Based Products

Cement based siding will require repainting and caulking just as wood products do.

29. Homeowner Maintenance Tips for Stucco

Stucco is a brittle cement product that is subject to expansion and contraction. Minor cracks will develop in the outer layer of stucco. This is normal and does not reduce the function of the stucco in any way.

- Drainage

To ensure proper drainage, keep dirt and concrete flatwork a minimum of 6 inches below the stucco screed (mesh underneath final coat of stucco). Do not pour concrete or masonry over the stucco screed or right up to the foundation.

- Efflorescence

The white, powdery substance that sometimes accumulates on stucco surfaces is called efflorescence. This is a natural phenomenon and cannot be prevented. Consult your home center or hardware store for commercial products to remove efflorescence.

- Sprinklers

Since stucco is not a water barrier, avoid spraying water from irrigation or watering systems on stucco surfaces to avoid possible leaks. Check or monitor the spray from the lawn and plant irrigation system frequently to make certain that water is not spraying or accumulating on stucco surfaces.

30. Homeowner Maintenance Tips for Sump Pumps

If conditions on your lot made it appropriate, the foundation design includes a perimeter drain and sump pump. The perimeter drain runs around the foundation to gather water and channel it to the sump pit, or crock. When the water reaches a certain level, the pump comes on and pumps the water out of your home. Read and follow the manufacturer's directions for use and care of your sump pump.

- Continuous Operation

The pump may run often or even continuously at different times. This is normal and continuous operation or frequent operation is not covered under the Limited Warranty.

- Discharge

Know where the discharge for your sump

pump system is and keep the end of the drain clear of debris so that water can flow out easily.

- Power Supply

The sump pump runs on electricity. If power goes off, the pump cannot operate. Storm water (not sewage) could then enter your basement. You may wish to install a back-up system to guard against this possibility. Homeowner insurance does not usually cover damage to your property from this source; you may want to obtain a rider to cover this.

- Roof Water

Ensure that roof water drains quickly away from the Home to avoid circulating it through your sump pump. Keep downspout extensions or splash blocks in place to channel water away from your home.

- Routine Check

Periodically check to confirm the pump is plugged in, the circuit breaker is on and that the pump operates. To check the operation of your sump pump, check the manufacturer directions for maintenance.

- Trees and Shrubs

Avoid planting trees or shrubs with aggressive root growth patterns near your home's foundation. The roots can make their way into the perimeter drain and eventually clog the system.

31. Homeowner Maintenance Tips for Termites

The Builder treats your home for termites and provides you with a certificate confirming that

treatment. Consult a termite technician for appropriate maintenance tips.

Treatment for other types of insects or animal infestations is homeowner responsibility.

- Regular Inspections

Regularly inspect your home for signs of termites or conditions that would allow their attack.

- a.** Check for wrinkles or waves in wood trim.
- b.** Tap wood to see if it sound or feels hollow.
- c.** Inspect under the carpet tack strip by lifting the edge of carpet in the corner of a room. The tack strip is untreated and provides a convenient path for termites through your home.
- d.** Watch for tubes of dirt, called mud tubes, that extend from the soil up to your home.
- e.** Keep soil away from any wood parts of your home.
- f.** Be certain all roof water and precipitation moves quickly away from your home's foundation.
- g.** Avoid storing wood on the ground and against your home.
- h.** Maintain a safe zone of at least two feet in width around the perimeter of your home.
- i.** Avoid planting grass or shrubs, installing any sprinkler device, or digging of any kind in this area. If you disturb this area, have it re-treated to restore protection.

j. Before installing stepping-stones, river rock, concrete, or so on, against the home, chemically treat the area that will be underneath the new material.

k. If you add onto or change the exterior of your home, be sure to have the areas treated first.

If you believe you see signs of termites or if you have any questions, contact a termite treatment company for guidance.

The Builder certifies treatment of your home for termites by the closing date. This is the Builder's final action for termites.

32. Homeowner Maintenance Tips for Windows, Sliding Glass Doors and Skylights

Skylights are a very attractive way to brighten and liven up your new home. Skylights do require periodic maintenance. It is recommended that you hire a roofing contractor to ensure that the seal around the skylights is still in working condition every year. This can be part of the regular annual roofing maintenance where the roofing contractor checks that all roof penetrations are still properly sealed. Contact a glass company for re-glazing of any windows that break. Glass is difficult to install without special tools.

- Acrylic Block

Clean during moderate temperatures with only a mild soap and warm water using a sponge or soft cloth and dry with a towel. Avoid abrasive cleaners, commercial glass cleaner, razors, brushes, or scrubbing devices of any kind. Minor scratches can often be minimized by

rubbing a mild automotive polish.

- Vinyl

Clean vinyl surfaces with warm, clear water. Do not use powdered cleaner. After each cleaning, apply a silicone lubricant. Clean glass as needed as per the window manufacturer's recommendations.

- Condensation

Condensation on interior surfaces of the window and frame is the result of high humidity within the home and low outside temperatures. Your family's lifestyle controls the humidity level within your home.

- Sills

Windowsills in your home are made of wood, wood product, man-made marble, or marble. The most common maintenance activity is dusting. Twice a year, check caulking and touch-up as needed. Protect your windowsills from moisture. If you arrange plants on a sill, include a plastic tray under the pot.

- Sliding Glass Doors

Sliding glass doors are made with tempered glass which is more difficult to break than ordinary glass. If broken, tempered glass breaks into small circular pieces rather than large splinters which can easily cause injury.

Keep sliding door tracks clean for smooth operation and to prevent damage to the door frame. In many cases, a simple vacuum hose will remove dirt and obstructions from the

frame. Silicone lubricants work well for these tracks. Acquaint yourself with the operation of sliding door hardware for maximum security.

- Sticking Windows

If sticking occurs or excessive pressure is required to open or close a window, apply a silicone spray lubricant. This is available at hardware stores. Avoid petroleum-based products. Due to normal settling, some of the latches on your windows may operate smoother than others. This is normal. The Builder confirms with the homeowner that all windows will latch properly at the New Home Orientation.

- Tinting

Applying tinting of foil lining to dual pane windows can result in broken windows due to heat build-up. Some manufacturers void their warranty on the windows if you apply tinting or foil lining. Contact the manufacturer for details.

- Weep Holes

In heavy rains, water may collect in the bottom channel of window frames. Weep holes are provided to allow excess water to escape to the outside. It is normal for the channel to get full, and even to overflow in heavy rains. Keep the bottom window channels and weep holes free of dirt and debris for proper operation.