



HAKEBROTHERS

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

Warranty & Homeowner's

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hakesbrothers.com

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 Construction 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 **“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.



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 ten 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 heating, air conditioning, and roof systems. Finally, for the remaining eight 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.

Welcome home.



HB

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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 your enjoyment of

your home for years. Homeowner Maintenance Tips are found disbursed throughout the Construction Standards section 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 Construction 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 Construction 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 Construction Standards. The Builder will repair or replace or pay the reasonable costs to repair or replace such defective items so that they meet the Construction 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 Construction Standards. The Construction Standards are 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.

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 heating, air conditioning, and roof systems will meet the Construction Standards for two (2) years after the closing date.

c. Ten Year Structural Components Coverage.

The Builder warrants that the construction of the home will meet the “Construction Standards for Structural Components” (defined above), subject to the limitations noted below, for ten (10) years after the closing date.

“Structural Components” of the home are defined as rafters, trusses, floor joists, load-bearing stud walls, foundation systems, footings, lintels, girders, masonry arches and load-bearing beams. Components of the home that **ARE NOT** considered Structural Components include, but are not limited to, non-load-bearing concrete slabs, non-load-bearing walls, partitions, wall tile or paper, perimeter walls of each lot, doors, windows, trim, cabinets, hardware, insulation, paint, stains, appliances, fixtures, equipment, HVAC systems, roof shingles, sheathing, tar paper, any type of exterior siding, brick, stucco, stone, veneer, exterior wall sheathing, flooring, subflooring material, plaster, laths, and drywall.

Construction 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 load-bearing

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 Construction Standards for Structural Components within the Ten 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:

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 New Mexico, a written warranty claim is not to be construed as a notice of construction defect under the New Mexico Right to Repair Act, and any notice under said act shall be separately sent as required under law. For homes in Kansas, a written warranty claim is not to be construed as a notice of construction defect under the Kansas Construction Defects Act, K.S.A. 60-4701, et seq., 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 terms of this Limited Warranty shall be interpreted and enforced under the laws of the State of New Mexico and applicable federal law for all homes that were built in the State of New Mexico at the time of the closing date, except for Arbitration, which will be governed by the Home Construction Arbitration Rules and Mediation Procedures of the American Arbitration Association (the "AAA"). The terms of this Limited Warranty shall be interpreted and enforced under the laws of the State of Kansas and applicable federal law for all homes that were built in the State of Kansas at the time of the closing date, except for Arbitration, which will be governed by the Home Construction Arbitration Rules and Mediation Procedures of the AAA. The terms of this Limited Warranty shall be interpreted and enforced under the laws of the State of Missouri and applicable

federal law for all homes that were built in the State of Missouri at the time of the closing date, except for Arbitration, which will be governed by the Home Construction Arbitration Rules and Mediation Procedures of the AAA.

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 Construction 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 Construction Standards or the Construction 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 Construction Standards, the terms of this Limited Warranty shall control.

Under no conditions will the Builder be liable for special, incidental or consequential damag-

es (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.

This Limited Warranty is the only warranty that applies to this purchase. All express or implied warranties of habitability, fitness, merchantability, or workmanlike construction, or any other warranties, express or implied, are excluded and disclaimed to the extent allowed by the law.

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 8am and 4pm, 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: <https://hakesbrothers.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 Construction 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 materials 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. 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 safety allows (*see Roof section in the Performance Standards*).

G. Dispute Resolution

Mediation and Arbitration

If you feel that the Builder has not performed its obligations under this Limited Warranty satisfactorily, the homeowner's sole remedy is to file for mediation and binding arbitration in accordance with the Home Construction Arbitration Rules and Mediation Procedures of the American Arbitration Association (the "AAA"). This means that the homeowner gives up his/her rights to go to court or before a jury to assert or defend his/her rights. Mediation and arbitration shall be initiated by the homeowner by filing a AAA Demand for Arbitration form with the AAA and the Builder. The homeowner shall be responsible for the payment of all filing fees of the AAA.

The mediation and arbitration shall be conducted according to the AAA's Home Construction Arbitration Rules and Mediation Procedures. Notwithstanding any AAA rules, the homeowner agrees to give the Builder and its representatives access to inspect the home and premises and any alleged defects during normal working hours upon reasonable notice. No AAA rule shall apply if it is inconsistent with the provisions of this Limited Warranty.

Except as otherwise required by law, the homeowner must file for binding arbitration with the AAA no later than thirty (30) days after the expiration of the applicable Warranty Coverage Period.

Any dispute that involves claims against the officers, directors, employees, representatives, agents, and parent, subsidiary, affiliate, or successor entities or affiliated companies of the Builder will also be resolved through mediation

and binding arbitration per this section.

The mediator and arbitrator shall only consider whether the alleged defect is a warrantable item by the Builder in accordance with this Limited Warranty. The mediator and arbitrator shall not determine or consider any claim involving consequential damages, personal injury or death, rescission of contract or any remedy other than repair or replacement or payment of the reasonable costs of repair or replacement. The mediator and arbitrator shall give the Builder the option of satisfying an arbitration award either by performance of the required repair(s) or replacements(s) or payment of a sum that is representative of the cost of having a third party perform the repair(s) or replacement(s). The mediator and arbitrator shall be able to award reasonable shelter expenses during the repair term if the arbitrator specifically finds that the repair activity renders the home unsafe or otherwise uninhabitable during the term of the repair.

III. CONSTRUCTION STANDARDS

One and Two Year Warranty Coverage Items

1.0 General Information

The Construction Standards list specific items (either defects or normal homeowner maintenance items) that may be covered by the Limited Warranty. If the item is covered by the Limited Warranty, the Construction Standard will state whether the item is covered for one (1) year or for two (2) years after the closing date. The Construction Standards are expressed in terms of performance criteria. For your convenience, the format is in alphabetical order, and is designed as follows:

a. Homeowner Maintenance Tips

b. Construction Standards

Observable Condition

A description of a particular construction condition.

Construction Standard

The Construction Standard for a specific observed condition.

Responsibility

A statement of the whether the construction condition is the responsibility of the Builder or if it is considered the homeowner's maintenance responsibility.

2.0 Air Conditioning System

(Defined as all duct work, refrigerant lines, registers, dampers, condensation lines, coils, condensers, and air blower)

a. Homeowner Maintenance Tips

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.**

b. Construction Standards

1. Observable Condition

Inadequate Cooling.

Construction Standard

The air conditioning system shall be able to maintain an inside temperature of 78 degrees Fahrenheit, as measured 5 feet in height above the floor in the center of each room, when outdoor conditions do not exceed 95 degrees Fahrenheit. On excessively hot days, where outside temperature exceeds 95 degrees Fahrenheit, a difference of 17 degrees from outside temperature will be difficult to maintain. Temperature variation between rooms is normal and is NOT covered by the Limited Warranty. All rooms may vary in temperature.

Responsibility

The Builder warrants that the air conditioning system shall meet the above Construction Standard for two (2) years after the closing date. The homeowner is responsible for adjusting registers from room to room where there is variation in temperatures. Even after adjusting the registers, there may be temperature variations from room to room by as much as 4 degrees.

2. Observable Condition

HVAC Condensation lines clog.

Construction Standard

Condensation lines clog under normal use, but will be clear and functional for the first year after the closing date.

Responsibility

The Builder warrants that the condensation lines will be clear and functional for one (1) year after the closing date. Condensation lines will eventually clog under normal use.

3. Observable Condition

Refrigerant lines leak.

Construction Standard

Refrigerant lines will be functional and leak-free.

Responsibility

The Builder warrants that the refrigeration lines will be functional and will fix any leaks in the refrigerant lines for one (1) year after the closing date.

4. Observable Condition

Ductwork noise.

Construction Standard

When metal ductwork heats up and cools down, it expands and contracts and will make ticking and cracking noises, which are not covered by the Limited Warranty. A loud booming noise, called oil canning, which is caused by sheet metal billowing in and out, will be repaired by the Builder within one (1) year after the closing date only if it is due to improper installation.

Responsibility

The Builder will fix oil canning for one (1) year after the closing date if it is due to improper installation. Ticking and cracking noises are not covered by the Limited Warranty.

5. Observable Condition

Ductwork becomes separated or detached.

Construction Standard

Ductwork shall not separate or become detached.

Responsibility

The Builder will reattach separated or detached ductwork for two (2) years after the closing date if the separation or detachment is not caused by the homeowner, the occupants of the home, or others.

6. Observable Condition

Air conditioning equipment is noisy and/or vibrates.

Construction Standard

Noisy and vibrating air conditioning equipment is normal and is not a defect that is covered by the Limited Warranty.

Responsibility

No action required by the Builder.

3.0 APPLIANCES (Kitchen, Laundry, and Bar)

a. Homeowner Maintenance Tips

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

b. Construction Standards

Scratches, dings, dents, chips and other cosmetic blemishes to the surface of kitchen, laundry, and bar appliances are not covered by the Limited Warranty. The Builder will only correct if documented before the closing date.

The warranty for the function of kitchen, laundry, and bar appliances in your home will be administered by the manufacturer of the appliances under the manufacturer's warranty.

4.0 CABINETS

a. Homeowner Maintenance Tips

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.

b. Construction Standards

1. Observable Condition

Cabinet door or drawer front warps.

Construction Standard

Cabinet drawer fronts or doors shall not warp more than 3/8 in. as measured from the cabinet frame.

Responsibility

The Builder will correct cabinet door or drawer front warping that exceeds 3/8 in. for the one (1) year after the closing date.

2. Observable Condition

Cabinet has separated from the wall or ceiling.

Construction Standard

Cabinet separation from walls or ceilings shall not exceed 1/4 in.

Responsibility

The Builder will correct the separation for one (1) year after the closing date. Filler board, trim, or caulking are acceptable repairs.

3. Observable Condition

Adjacent cabinets vary in color.

Construction Standard

Cabinets are a natural product and color variation is normal and is not covered by the Limited Warranty.

Responsibility

None.

4. Observable Condition

Cabinet door or drawer will not stay closed, or binds.

Construction Standard

Cabinet doors and drawers will bind and may not close entirely through normal use.

Responsibility

The Builder will correct doors and drawers that bind and do not stay closed one time only for one (1) year after the closing date.

5. Observable Condition

Chips, cracks, scratches, and other cosmetic blemishes are visible on cabinets.

Construction Standard

Chips, cracks, scratches, and other cosmetic blemishes are not covered by the Limited Warranty. Builder will only fix if documented before the Closing Date.

Responsibility

Homeowner maintenance.

5.0 CARPET

a. Homeowner Maintenance Tips

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 susceptible 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.

b. Construction Standards

1. Observable Condition

Carpet is dirty, stained, discolored, or faded.

Construction Standard

Discolored, dirty, stained, or faded carpet is not covered by the Limited Warranty. Builder will only repair if documented before the closing date. Fading carpet is normal and is not a defect.

Responsibility

The cosmetic appearance of carpet is homeowner maintenance and may be covered by a manufacturer's warranty. Please consult the manufacturer.

2. Observable Condition

Carpet seams are visible from normal standing position.

Construction Standard

Visible carpet seams are acceptable unless the seam tape shows.

Responsibility

The Builder will fix carpet seams where the seam tape is readily visible from a normal standing position one time only for one (1) year after the closing date.

3. Observable Condition

Carpet is loose or wrinkled.

Construction Standard

Carpet will become detached and wrinkled over time through normal use.

Responsibility

The Builder will reattach or re-stretch carpet that has become detached from the point of attachment one time only for one (1) year after the closing date.

4. Observable Condition

Tack strip is felt through the carpet.

Construction Standard

It is normal for tack strips to be felt at the perimeter attachment points of the carpet.

Responsibility

None.

5. Observable Condition

Carpet wears prematurely.

Construction Standard

It is normal for carpet to wear down, especially in high traffic areas. Wearability is related to the quality of the carpet.

Responsibility

None.

6. Observable Condition

Cuts or gouges in carpet.

Construction Standard

Cuts or gouges will be considered homeowner maintenance unless documented prior to the closing date.

Responsibility

The Builder will repair if documented prior to the closing date.

6.0 VINYL FLOORING**a. Homeowner Maintenance Tips****Cleaning**

Vinyl floors are one of the easiest floor coverings to maintain. Simply vacuum when needed.

Vinyl surfaces can also be mopped with warm, clear water. Do not use powdered cleaners.

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 surface). Rinse thoroughly. Abrasive cleaners may dull the finish.

b. Construction Standards**1. Observable Condition**

Vinyl flooring does not appear symmetrical.

Construction Standard

Vinyl flooring shall be installed square to the most visible wall and shall not vary by more than $\frac{1}{4}$ of an inch in any six-foot run.

Responsibility

The Builder will repair vinyl flooring that is not square per the construction standard for one (1) year after the closing date.

2. Observable Condition

Vinyl seams are not aligned.

Construction Standard

The seam alignment in vinyl flooring shall not vary such that the pattern is out of alignment in an amount that equals or exceeds $\frac{1}{8}$ of an inch.

Responsibility

The Builder will fix vinyl seams that are out of alignment per the construction standard for one (1) year after the closing date.

3. Observable Condition

Ridges or buckling appears in the vinyl floor.

Construction Standard

A vinyl floor shall not have a ridge that equals or exceeds $\frac{1}{2}$ 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.

Responsibility

If a vinyl floor has a ridge that fails to comply with the standard stated above and the ridge is due to construction activities, the Builder shall take such action as is necessary to bring the variance within the standard one time only for one (1) year after the closing date.

4. Observable Condition

Discoloration, stains or spots.

Construction Standard

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

Responsibility

If the discoloration, staining or spotting is due to the construction activities of the Builder, the Builder shall take such action as is necessary to bring the variance within the standard one time only for one (1) year after the closing date.

5. Observable Condition

Scratches, gouges, cuts or tears.

Construction Standard

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

Responsibility

If the scratch, gouge, cut or tear is due to the construction activities of the Builder, the Builder shall take such action as is necessary to bring the variance within the standard one time only for one (1) year after the closing date.

6. Observable Condition

Debris is visible under the vinyl floor.

Construction Standard

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.

Responsibility

If debris, sub-floor seams, nails and/or screws are detectable under the vinyl floor from a distance of three feet or more in normal light and are due to the construction activities of the Builder, the Builder shall take such action as is necessary to bring the variance within the standard one time only for one (1) year after the closing date.

7. Observable Condition

Separations in seams in vinyl flooring.

Construction Standard

A seam in vinyl flooring shall not have a separation that equals or exceeds $\frac{1}{16}$ 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.

Responsibility

If seams and gaps exist in the vinyl flooring in excess of the standards set forth above, the Builder will repair the vinyl flooring for one (1) year after the closing date.

7.0 CERAMIC TILE

a. Homeowner Maintenance Tips

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 wa-

ter 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.

b. Construction Standards

1. Observable Condition

Tile grout is cracked.

Construction Standard

Tile grout will crack under normal conditions.

Responsibility

The Builder will repair cracked grout one time only for one (1) year after the closing date. Exact color matching of the existing grout is not possible; the Builder will match as closely as possible.

2. Observable Condition

Efflorescence on tile grout.

Construction Standard

Efflorescence is caused when water comes into contact with concrete or cement-based products, like tile grout. This condition is normal and is not covered by the Limited Warranty.

Responsibility

None.

3. Observable Condition

Ceramic tile becomes loose or cracked.

Construction Standard

Ceramic tile should not crack or become loose.

Responsibility

The Builder will secure loose tiles and replace cracked tiles unless caused by homeowner or the occupants of the home for one (1) year after the closing date. The Builder is not responsible for discontinued patterns or color variations of the existing tile, and cannot guarantee a match.

4. Observable Condition

Ceramic tile is chipped, scratched, gouged, or otherwise damaged.

Construction Standard

Chips, scratches, gouges, and other damage to tile is considered homeowner maintenance unless documented prior to the closing date.

Responsibility

After the closing date, the homeowner will be responsible for ceramic tile chips, scratches, gouges, and other damage.

5. Observable Condition

Ceramic tile is hollow sounding.

Construction Standard

Hollow sounding ceramic tile is not a defect and is not covered by the Limited Warranty.

Responsibility

None.

6. Observable Condition

Ceramic tile or grout fades, stains, or discolors.

Construction Standard

The Builder will repair stains or spots only if documented before the closing date.

Responsibility

After the closing date, homeowner will be responsible for stains. Fading is normal and is not a defect.

7. Observable Condition

Ceramic tile edges not even.

Construction Standard

Tile lippage, which occurs when tile edges are uneven at the top surface, will be acceptable up to 1/8 in.

Responsibility

The Builder will repair tile lippage in excess of 1/8 in. for one (1) year after the closing date. Irregular tiles are not covered by the Limited Warranty.

8.0 CONCRETE FLATWORK

a. Homeowner Maintenance Tips

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.

b. Construction Standards

1. Observable Condition

Concrete flatwork or structurally attached stoops, porches, or patios settles, heaves, or separates from the home structure.

Construction Standard

Concrete flatwork and structurally attached stoops, porches, and patios shall not heave, settle, or separate from the home structure by more than 1 inch.

Responsibility

The Builder will repair using methods of its own choosing for one (1) year after the closing date. Where repairs are made, color matching cannot be expected.

2. Observable Condition

Surface scaling or spalling in concrete flatwork.

Construction Standard

Surface scaling and spalling can occur in concrete flatwork due to chemicals from salt and others used in road work. Unless more than 50% of the surface is affected by surface scaling, surface scaling and spalling is not covered by the Limited Warranty.

Responsibility

If more than 50% of the surface is affected, the Builder will repair using applicable methods for one (1) year after the closing date. Color matching of the repair to the surrounding area cannot be expected. The homeowner should remove salts and other chemicals from concrete flat-

work as quickly as possible to prevent surface scaling.

3. Observable Condition

Standing water on concrete stoops or steps or other portions of concrete flatwork.

Construction Standard

Standing water on concrete stoops or steps that persists longer than 24 hours is not acceptable unless it is due to roof runoff or melting snow or ice. Standing water on sidewalks, driveways, or patios are not covered under the Limited Warranty.

Responsibility

The Builder will repair or replace concrete stoops or stairs, using methods of its choosing, to assure that water drains properly from concrete stoops or steps for one (1) year after the closing date. Color and finish of the repaired areas cannot be expected to match surrounding area. Standing water on driveways, patios, porches, or sidewalks are homeowner maintenance.

4. Observable Condition

Cracks in concrete flatwork.

Construction Standard

Shrinkage cracks in concrete flatwork are normal. Any crack in concrete flatwork that is wider than $\frac{1}{4}$ in. or has more than $\frac{1}{4}$ in. in vertical displacement is not acceptable. Cracking inside the control joints is normal and is not covered under the Limited Warranty.

Responsibility

The Builder will repair cracks in concrete flatwork that exceed $\frac{1}{4}$ in. in width or in vertical displacement for one (1) year after the closing

date using methods of its own choosing. Examples of repairs are filling, patching, or grinding.

9.0 CONDENSATION

a. Homeowner Maintenance Tips

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.

b. Construction Standards

1. Observable Condition

Condensation and abnormally high levels of humidity in the home.

Construction Standard

Condensation and levels of humidity in the home are influenced by the lifestyle of each homeowner. The homeowner is responsible for running the air Conditioner and heater and for ventilating (by using exhaust fans during and after showering and cooking and when indoor plants are used) the home to help avoid high levels of humidity and condensation. High levels of humidity and condensation may still occur despite the homeowner's efforts to run the air conditioner, heater, and exhaust fans. Condensation and high levels of humidity are excluded from Limited Warranty coverage.

Responsibility

High levels of humidity and condensation are homeowner maintenance.

10.0 COUNTERTOPS

a. Homeowner Maintenance Tips

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.

b. Construction Standards

1. Observable Condition

A laminate countertop top separates from the sub-plywood.

Construction Standard

Laminate countertops shall not delaminate.

Responsibility

The Builder will repair laminate countertops that delaminate for one (1) year after the closing date by regluing.

2. Observable Condition

A laminate countertop becomes loose.

Construction Standard

Laminate countertops shall not become loose.

Responsibility

The Builder will re-secure laminate countertops

that become loose for one (1) year after the closing date unless caused by the homeowner.

3. Observable Condition

Scratches, chips, or cracks in any kind of countertop material.

Construction Standard

Chips, scratches, cracks, and other damage to countertops is considered homeowner maintenance unless documented prior to the closing date.

Responsibility

After the closing date, the homeowner will be responsible for chips, scratches, cracks, and other damage to countertops.

4. Observable Condition

Granite or marble countertops have sections of discoloration or color variation.

Construction Standard

Discoloration or color variances are normal in natural products like granite and marble.

Responsibility

None.

11.0 DOORS, DOOR MOLDING and DOOR HARDWARE

a. Homeowner Maintenance Tips

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.

b. Construction Standards**1. Observable Condition**

Warped door.

Construction Standard

Some door warping is normal. Doors that warp more than $\frac{1}{4}$ inch as measured diagonally from corner to corner are unacceptable unless caused by damage from the homeowner or improper homeowner maintenance.

Responsibility

The Builder will replace doors that warp more than $\frac{1}{4}$ inch as measured diagonally from corner to corner with a comparable product for one (1) year after the closing date. Warping that occurs to stained or lacquer-finished doors that are improperly maintained by the homeowner is not covered under the Limited Warranty.

2. Observable Condition

Door does not operate properly due to sticking, binding, not latching, or rubbing.

Construction Standard

Doors shall not fail to operate due to sticking, binding, not latching, or rubbing.

Responsibility

The Builder will make necessary corrections to doors that fail to operate properly due to sticking, binding, not latching, or rubbing for one (1) year after the closing date.

3. Observable Condition

Split door panel.

Construction Standard

Split panels shall not allow light to transfer from one side of the door to the other through the split.

Responsibility

The Builder will repair by filling and refinishing the split one (1) year after the closing date.

4. Observable Condition

Sliding glass doors and sliding screens are difficult to open, close, or lock.

Construction Standard

Sliding glass doors and sliding screens shall not fail to operate properly with reasonable pressure.

Responsibility

The Builder will adjust sliding glass doors and sliding screens that do not open, close, or lock using reasonable pressure for one (1) year after the closing date.

5. Observable Condition

Interior door has a gap from the bottom of the door to the flooring surface.

Construction Standard

Gaps between the bottom edge of the door and the flooring surface shall not exceed 2 inches.

Responsibility

The Builder will make necessary adjustments, using methods of its choosing, so that gaps between the bottom edge of the door and the flooring surface do not exceed 2 inches one (1) year after the closing date.

6. Observable Condition

Door rubs on carpet.

Construction Standard

Doors shall not rub on carpet.

Responsibility

The Builder will correct for one (1) year after the closing date as long as the carpet was installed by the Builder or the Builder's carpet contractor.

7. Observable Condition

Gaps between wood trim and adjoining surfaces; gaps at wood trim joints.

Construction Standard

Wood trim will expand and contract. Gaps at trim joints and gaps between trim and adjacent surfaces are normal.

Responsibility

The Builder will repair gaps in wood trim that exceed 1/8 inch one time only for one (1) year after the closing date, using methods of its own choosing.

8. Observable Condition

Wood trim cracks, splits, swells, and checks.

Construction Standard

Cracking, splitting, raised grain, swelling, and checking is normal for wood trim and cannot be avoided.

Responsibility

The Builder will repair cracking, splitting, raised grain, swelling, and checking one time only for one (1) year after the closing date, using methods of its own choosing.

9. Observable Condition

Surface defects in wood trim.

Construction Standard

Hammer marks, exposed nail heads, and other surface defects in wood trim are not covered by the Limited Warranty.

Responsibility

The Builder will not repair hammer marks, exposed nail heads, and other surface defects

in wood trim that are documented after the closing date.

10. Observable Condition

Door hardware finish tarnishes, fades, or peels.

Construction Standard

Door hardware will fade, peel, or tarnish over time due to climactic conditions and frequency of use and human perspiration. This condition is not covered under the Limited Warranty.

Responsibility

None. The finish of door hardware may be covered under the manufacturer's warranty. Consult the manufacturer.

11. Observable Condition

Door latch is loose or rattles.

Construction Standard

Some movement can be expected.

Responsibility

None.

12. Observable Condition

Door latch does not engage the strike plate.

Construction Standard

The door latch should engage the strike plate.

Responsibility

The Builder will correct for one (1) year after the closing date.

13. Observable Condition

Door hardware or closet rods have surface damage of any kind.

Construction Standard

Surface damage of any kind (scratches, dings, gouges, etc) will not be corrected by the Builder unless documented before the closing date.

Responsibility

None.

12.0 DRYWALL

a. Homeowner Maintenance Tips

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

With the exception of the one-time repair service (described below in the Construction Standards for Drywall) provided by Hakes Brothers, care of drywall is considered homeowner maintenance. 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.

b. Construction Standards

1. Observable Condition

Drywall Imperfections are visible.

Construction Standard

"Drywall Imperfections" are defined as cracks that are wider than 1/8 inch, nail pops that are visible from 6 feet under normal lighting conditions, and seams that are readily visible from 6 feet away in normal lighting in finished areas.

Responsibility

One time only, for one (1) year after the closing date, the Builder will repair Drywall Imperfections using methods of its own choosing. After repairs have been made, the Builder will paint the areas where Drywall Imperfections have been repaired. If drywall repairs are needed due to other warrantable defects (plumbing leak) then the Builder will also repair the drywall and repaint the area of drywall that has been patched. Paint matching of the surrounding area cannot be expected and is not covered under the Limited Warranty, due to fading and normal weathering. If the Drywall Imperfections are repaired on walls that have custom paint or wall coverings, the Limited Warranty does not cover a match with the surrounding area. Repainting the entire wall or room is the choice and responsibility of the homeowner.

2. Observable Condition

Drywall texture is not uniform.

Construction Standard

Drywall texture is not guaranteed to be uniform and cannot be expected to be uniform. The technique of each installer will vary. Uniform drywall texture is not covered under the Limited Warranty. Drywall texture that is applied to patches that are due to warranty repairs will not necessarily match the surrounding texture.

Responsibility

None.

3. Observable Condition

Nicks, marks, scuffs, or scratches of the drywall or texture are visible.

Construction Standard

The Builder will not fix nicks, scuffs, marks, or scratches of the drywall surface unless noted before the closing date. Such maintenance is the responsibility of the homeowner.

Responsibility

Homeowner maintenance.

13.0 ELECTRICAL SYSTEMS (Defined as all wiring, electrical boxes, switches, outlets and connections to the utility connection)

a. Homeowner Maintenance Tips

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 require-

ment 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 nor-

mal 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:

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

- Main breaker and individual breakers are all in the on position.
- Applicable wall switch is on.
- GFCI is set (see details on GFCIs, earlier in this section).
- Item you want to use is plugged in.
- Item you want to use works in other outlets.
- 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.

b. Construction Standards

1. Observable Condition

Light bulbs are burned out.

Construction Standard

Light bulbs burn out for many reasons and this is always considered part of homeowner maintenance.

Responsibility

Homeowner maintenance.

2. Observable Condition

Components of the electrical system, including switches, plugs, light fixtures, and other components have cosmetic damage.

Construction Standard

Cosmetic damage of the components of the electrical system is not covered under the Limited Warranty and will not be corrected by the Builder unless noted before the closing date.

Responsibility

Homeowner maintenance. Lighting fixtures may have separate warranty coverage from the manufacturer for fading and tarnishing and is considered homeowner maintenance.

3. Observable Condition

Circuit breakers trip excessively.

Construction Standard

Circuit breakers should not trip under normal use, except for the very sensitive ARC-fault and GFCI breakers.

Responsibility

The Builder will replace circuit breakers that are found to be defective for one (1) year after the closing date.

4. Observable Condition

Outlets, switches, and light fixtures do not function as designed.

Construction Standard

Outlets, switches, and light fixtures should function as designed.

Responsibility

The Builder will correct for one (1) year after the closing date. Where a light dims or flickers, it is usually due to the load that is controlled by the electrical utility and this condition is not covered under the Limited Warranty.

5. Observable Condition

Low voltage components of the Home do not function as designed.

Construction Standard

Low voltage components of the Home should function as designed.

Responsibility

The Builder will correct for one (1) year after the closing date. Alterations to the alarm, cable, or phone wiring will void the Limited Warranty coverage.

6. Observable Condition

Ceiling fan wobbles.

Construction Standard

The ceiling fan should be installed per manufacturers' specifications.

Responsibility

The Builder will install ceiling fans per the manufacturers' specifications and instructions. All wobbling is not possible to eliminate, and such condition is not covered by the Limited Warranty.

14.0 WOOD FENCES**a. Homeowner Maintenance Tips****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.

b. Construction Standards

If fencing is part of your home purchase, we will confirm the acceptable condition of the fence during your orientation. Builder will correct fence posts that become loose for one (1) year after the closing date. Be aware that damage to fencing caused by severe weather should be referred to your homeowner insurance company and is specifically excluded from warranty coverage.

1. Observable Condition

Fencing falling over or leaning.

Construction Standard

A fence shall not fall over and shall not lean in excess of 2 inches out of plumb due to the Builder's construction activities.

Responsibility

If the fencing fails to meet the above standard, Builder will take such action as is necessary to bring the variance within the standard for one (1) year after the closing date.

2. Observable Condition

Broken fence boards.

Construction Standard

A wood fence board shall not be broken due to the Builder's construction activities.

Responsibility

If the fencing fails to meet the above standard, Builder will take such action as is necessary to bring the variance within the standard for one

(1) year after the closing date.

3. Observable Condition

Detached fence boards.

Construction Standard

Wooden fence boards shall not become detached from the fence due to construction activities of the Builder.

Responsibility

If the fencing fails to meet the above standard, Builder will take such action as is necessary to bring the variance within the standard for one (1) year after the closing date.

Responsibility

The Builder will correct for one (1) year after the closing date.

15.0 FIREPLACE: GAS AND WOOD BURNING

a. Homeowner Maintenance Tips

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.

b. Construction Standards

1. Observable Condition

Discoloration and/or cracking of the firebox.

Construction Standard

Discoloration and/or cracking of the firebox due to heat is normal and is not a defect.

Responsibility

None.

2. Observable Condition

Water infiltration in the firebox.

Construction Standard

Some water can enter the firebox through the flue. This is not covered by the Limited Warranty.

Responsibility

None.

3. Observable Condition

Fog appears on the glass cover of the fireplace.

Construction Standard

This is normal and is not covered by the Limited Warranty.

Responsibility

None.

4. Observable Condition

Gas fireplace does not function per manufacturers' specifications.

Construction Standard

Gas fireplaces should function per the manufacturers' specifications.

Responsibility

The Builder will correct for one (1) year after the closing date.

5. Observable Condition

Chimney separates from the home.

Construction Standard

Newly built chimneys will often incur slight amounts of separation.

Responsibility

Builder will correct separation in excess of ½ inch within 10 feet for the first year after the closing date.

6. Observable Condition

Exterior and interior masonry veneer cracks.

Construction Standard

Some cracks are common in masonry and mortar joints. Cracks ¼ inch in width or less are considered owner maintenance.

Responsibility

Builder will correct cracks in excess of ¼ inch in width for one (1) year after the closing date.

16.0 FOUNDATION

a. Homeowner Maintenance Tips

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 Ten 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. See also Landscaping.

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 Ten 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 Ten 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.

b. Construction Standards

1. Observable Condition

Concrete slab on grade foundation is cracked.

Construction Standard

Cracking is common in slabs due to shrinking. These cracks do not affect the structural integrity of the Home. Cracks that are wider than $\frac{1}{4}$ inch or that have more than $\frac{1}{4}$ inch in vertical displacement will be corrected for the first year after the closing date. Repairs may include filling, grinding, or the use of a floor-leveler compound.

Responsibility

The Builder will correct so that the Construc-

tion Standard is met, for one (1) year after the closing date.

2. Observable Condition

Concrete slab floor is uneven.

Construction Standard

Except for basements and situations where the slab floor has been designed with a specific drainage purpose, concrete floors in habitable areas of the home shall not have pits or depressions that exceed $\frac{3}{8}$ inch in 32 inches. Repairs may include filling, grinding, or the use of a floor-leveler compound.

Responsibility

The Builder will correct so that the Construction Standard is met, for one (1) year after the closing date.

3. Observable Condition

Efflorescence appears on concrete surfaces.

Construction Standard

Efflorescence is caused when water comes into contact with concrete or cement-based products. This condition is normal and is not covered by the Limited Warranty.

Responsibility

None.

4. Observable Condition

Surface scaling or spalling of foundation concrete.

Construction Standard

Surface scaling and spalling can occur in concrete due to chemicals from salt and others used in road work. Unless more than 50% of the surface is affected by surface scaling, surface

scaling and spalling is not covered by the Limited Warranty.

Responsibility

If more than 50% of the surface is affected, the Builder will repair using applicable methods for one (1) year after the closing date. An exact color match of the repair to the surrounding area cannot be expected. The homeowner should remove salts and other chemicals from concrete flatwork as quickly as possible to prevent surface scaling.

5. Observable Condition

Movement or separation of concrete slabs that are part of the structure of the home at joints.

Construction Standard

Concrete slabs that make up the structure of the home are designed to move at expansion joints and control joints.

Responsibility

Movement inside the control joint over ¼ inch will be repaired by the Builder for one (1) year after the closing date by filling, grinding, or the use of a floor-leveling compound.

6. Observable Condition

Possible issue with the structural integrity of the home.

Construction Standard

See section II.B.1.c. for the “Construction Standards for Structural Components” under the “Ten Year Structural Components Coverage”.

Responsibility

The Builder will correct Structural Components that do not meet the Construction Standards for Structural Components for ten (10) years af-

ter the closing date as outlined in section II.B.1.c. Builder corrections 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).

17.0 FRAMING

a. Homeowner Maintenance Tips

All lumber products will dry and settle, especially during the first year of a new home. Some settling will not be severe enough to require a repair. The following guidelines will be used for repairing settling with rough framing.

b. Construction Standards

1. Observable Condition

Squeaky floors and stairs.

Construction Standard

Some floor and stair squeaking is normal due to the natural characteristics of wood framing products.

Responsibility

The Builder will make a reasonable effort, without removing flooring and ceiling finishes, to correct squeaky floors and stairs one time only for one (1) year after the closing date. Squeak-free floors and stairs may not be possible and such a condition is not covered under the Limited Warranty.

2. Observable Condition

Floor deflects (bends) when walked on.

Construction Standard

Floors will deflect when walked on; this con-

dition should be expected. It may be more pronounced next to hutches, bookcases, pianos, chairs, and other heavy furniture. Floor deflection is not a defect and is not covered under the Limited Warranty.

Responsibility

None.

3. Observable Condition

Floor is not level.

Construction Standard

Plywood floors shall be level to within ¼ inch in a 32-inch measurement.

Responsibility

The Builder will correct, using methods of its own choosing, so that the Construction Standard is met for one (1) year after the closing date.

4. Observable Condition

Wall or ceiling is out of plumb or bowed.

Construction Standard

Walls that are out of plumb more than 3/4 inch in a 32 inch vertical measurement, and walls or ceilings that are bowed more than ½ inch in a 32 inch horizontal measurement are considered excessive.

Responsibility

The Builder will correct, using methods of its own choosing, for one (1) year after the closing date.

5. Observable Condition

Wall is out-of-square.

Construction Standard

It is normal for some walls to be built out-of-square. This condition is not covered under the Limited Warranty.

Responsibility

None.

6. Observable Condition

Split or cracked wood beam or truss.

Construction Standard

As wood is subject to expansion and contraction, it can split or crack. This condition is normal and is not covered under the Limited Warranty.

Responsibility

None.

18.0 GARAGE DOORS

a. Homeowner Maintenance Tips

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.

b. Construction Standards

1. Observable Condition

Unpainted surfaces are exposed around the edges or between panels of the garage door.

Construction Standard

As the garage door expands and contracts, it is normal for unpainted surfaces to be exposed. It is also normal for the top and bottom of panel edges to be unpainted, as garage doors are painted when in a closed position. Neither of these conditions is covered by the Limited Warranty.

Responsibility

Homeowner maintenance.

2. Observable Condition

Garage door is difficult to open or close when using reasonable pressure.

Construction Standard

Garage doors shall open or close when using reasonable pressure.

Responsibility

The Builder will correct for one (1) year after the closing date, unless the condition is reported to the Builder after a garage door opener has been installed by anyone other than the Builder.

3. Observable Condition

Garage door is noisy when operating. Light, dust, or water enter the garage when the garage door is closed.

Construction Standard

Garage doors will make noise as there are many moving parts and pieces. Some will be louder than others. 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.

Responsibility

None.

19.0 GRADING and DRAINAGE

a. Homeowner Maintenance Tips

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 Ten 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 Ten 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.

See also Landscaping.

b. Construction Standards

1. Observable Condition

Excavated areas in the front or side yard settle and leave a low or sunken area in the yard.

Construction Standard

Low or sunken areas in the front or side yard that are normal due to settling.

Responsibility

The Builder will fill and compact low or sunken areas in the yard exceeding 6 inches one time only for one (1) year after the closing date.

2. Observable Condition

Standing water within 10 feet of the foundation of the home or in swales for more than 48 hours after rainfall.

Construction Standard

Water shall not stand or pond within 10 feet of the foundation of the Home or in swales for more than 48 hours after rainfall. Ponding Water is defined as visible surface water standing in low points of the yard or the swales. No grading determination can be made during frost or snow conditions.

Responsibility

The Builder will re-grade or re-slope the yard or swales for one (1) year after the closing date where there is standing water within 10 feet of the foundation or in swales for more than 48 hours. The homeowner is ultimately responsible for maintaining proper drainage of water away from the foundation. Failure to landscape all parts of the yard can lead to erosion that allows water to slope towards the house or to pond in the yard. Failure to provide adequate ground-cover or to landscape all parts of the yard will

void Limited Warranty coverage for standing water that is within 10 feet of the foundation of the home. If the homeowner or anyone else (such as a landscaper) has made obstructions to the drainage of the yards or swales, or if grubbing, clearing, or raking has disturbed the drainage pattern of the yard or swales, or if a swimming pool has been installed in the yard, then standing or ponding water shall be homeowner maintenance. Some standing water should be anticipated after heavy rains. Some soil in the yard may stay moist or soggy without standing or ponding water, and such conditions are not covered by the Limited Warranty. The Limited Warranty does not cover standing or ponding water that is more than 10 feet from the foundation. The homeowner is responsible for establishing and maintaining adequate ground cover.

3. Observable Condition

Soil Erosion.

Construction Standard

The Builder will be responsible for soil erosion during construction of the home. After the closing date, the homeowner will be responsible for preventing and maintenance due to soil erosion.

Responsibility

The homeowner may need to install deep-rooted plantings and ground cover to reduce erosion. Soil erosion is not covered under the Limited Warranty.

20.0 GUTTERS and DOWNSPOUTS

a. Homeowner Maintenance Tips

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. See also Roof/Ice Dam.

b. Construction Standards

1. Observable Condition

Leak in the gutter or downspout.

Construction Standard

Gutters and downspouts shall not leak provided homeowner has taken proper care to remove debris, snow, and ice.

Responsibility

The Builder will correct for one (1) year after the closing date provided the homeowner has taken proper care to remove debris, snow, and ice.

2. Observable Condition

Gutters overflow during periods of heavy rain.

Construction Standard

It is normal for gutters to overflow during periods of heavy rain.

Responsibility

None.

3. Observable Condition

Standing water in the gutters.

Construction Standard

Small amounts of water (one to two inches) will stand for short periods of time in gutters after rain. No correction is required for this condition.

Responsibility

The homeowner shall maintain gutters free of debris, snow, and ice to prevent standing water in the gutters.

21.0 HARDWOOD FLOORS

a. Homeowner Maintenance Tips

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 fas-

tening 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.

b. Construction Standards

1. Observable Condition

Separation between hardwood floor planks.

Construction Standard

Gaps of more than 1/8 inch between hardwood floor planks are considered excessive. Wood floors will expand and contract and this condition is normal.

Responsibility

The Builder will fill gaps between hardwood floor planks one time only for one (1) year after the closing date. The Builder is not responsible for removing excess filler that appears on the surface if the boards expand due to subsequent changes in humidity and expel the filler.

2. Observable Condition

Scratches, gouges, chips, and other damage on hardwood floors.

Construction Standard

Scratches, gouges, chips, and other damage to hardwood floors will not be corrected by the Builder unless noted before the closing date.

Responsibility

The homeowner is responsible for noting any damage to wood floors on the New Home Orientation list. Damage to hardwood floors is considered homeowner maintenance and is not covered under the Limited Warranty.

3. Observable Condition

Floor boards cup or crown.

Construction Standard

Cupping or crowning should not exceed 1/8 inch in a 3 inch span as measured across the individual board.

Responsibility

The Builder will correct for one (1) year after the closing date.

4. Observable Condition

Wood floor boards have color variation.

Construction Standard

Because it is a natural product, wood floors will

have color variation. This condition is not covered under the Limited Warranty.

Responsibility

None.

22.0 HEATING SYSTEM (Defined as all duct work, registers, dampers, condensation lines, furnaces, and air blower)

a. Homeowner Maintenance Tips

Important Maintenance Tips

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 put 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.

b. Construction Standards

1. Observable Condition

Inadequate heating.

Construction Standard

The heating system shall be able to maintain an inside temperature of 70 degrees Fahrenheit under normal weather conditions, as measured 5 feet in height above the floor in the center of each room. Temperature variation between rooms is normal and is not covered by the Limited Warranty.

Responsibility

The Builder warrants that the heating system

shall meet the above Construction Standard for two (2) years after the closing date. The homeowner is responsible for adjusting registers from room to room where there is variation in temperatures. Even after adjusting the registers, there may be temperature variations from room to room.

2. Observable Condition

Ductwork noise.

Construction Standard

When metal ductwork heats up and cools down, it expands and contracts and will make ticking and cracking noises, which are not covered by the Limited Warranty. A loud booming noise, called oil canning, which is caused by sheet metal billowing in and out, will be repaired by the Builder during the first year only if it is due to improper installation.

Responsibility

The Builder will fix oil canning for one (1) year after the closing date if it is due to improper installation. Ticking and cracking noises are not covered by the Limited Warranty.

3. Observable Condition

Ductwork becomes separated or detached.

Construction Standard

Ductwork shall not separate or become detached.

Responsibility

The Builder will reattach separated or detached ductwork for two (2) years after the closing date if the separation or detachment is not caused by the homeowner, the occupants of the home, or others.

4. Observable Condition

Heating and furnace equipment is noisy and/or vibrates.

Construction Standard

Noisy and vibrating heating equipment is normal and is not a defect that is covered by the Limited Warranty.

Responsibility

No action required by the Builder.

23.0 INSULATION

a. Homeowner Maintenance Tips

Insulation has been installed in your home that meets or exceeds the local building codes in force. Take care to not disturb attic insulation. If you do get in your attic for any reason, you should confirm that the insulation lays smooth and even before you leave the attic. Do not step on drywall ceilings, because this can result in personal injury or damage to the drywall.

Electrical outlets normally emit noticeable amounts of cold air when outside temperatures are low. This condition is not covered by the Limited Warranty.

b. Construction Standards

1. Observable Condition

Insufficient insulation is visible and measurable.

Construction Standard

Insulation shall be installed in accordance with local building and energy codes in force, and per the Builder's included features for the applicable subdivision.

Responsibility

The Builder will install sufficient insulation to meet the local building and energy codes in force and the Builder's included features that apply to the home one time only for one (1) year after the closing date.

24.0 IRON GATES AND RAILS

a. Homeowner Maintenance Tips

Wrought iron is subject to rusting, if it is not maintained. Use touch-up paint on any scratches or chips. Inspect the fence twice a year and touch-up as needed, then plan to repaint the entire fence every one to two years to keep it looking its best. Prevent sprinklers from spraying your wrought iron fence or rails. Check monthly to confirm that water does not stand around the fence posts. Make corrections to drainage as needed to prevent this.

b. Construction Standards

1. Observable Condition

Iron gates or rails have surface damage or rust.

Construction Standard

The homeowner is responsible for notifying the Builder of any surface damage or rust to iron gates or rails in writing at the New Home Orientation. Surface damage or rust to iron gates will not be corrected by the Builder unless noted before the closing date and are not covered under the Limited Warranty.

Responsibility

Homeowner maintenance.

25.0 LANDSCAPING

a. Homeowner Maintenance Tips

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. See Grading and Drainage.

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.

b. Construction Standards

1. Observable Condition

Pre-existing or Builder-planted trees, shrubs, or grass is dead or dying.

Construction Standard

Trees, shrubs, and grass need consistent attention from the homeowner. The Builder will not replace pre-existing or Builder-planted trees,

shrubs, or grass unless noted before the closing date.

Responsibility

Trees, shrubs, and grass are considered homeowner maintenance.

26.0 MASONRY WALLS, ROCK WALLS, and STONE VENEER

a. Homeowner Maintenance Tips

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.

b. Construction Standards

1. Observable Condition

Cracks in block walls or rock walls or stone veneer.

Construction Standard

It is normal for cracks to occur in block walls, rock walls, and stone veneer. The Builder will repair cracks in block walls, stone veneer, and mortar joints one time only during the first year where the crack(s) exceed $\frac{1}{4}$ inch by tuck-pointing, patching or painting. The Builder is not responsible for color variation between the repair and the surrounding area. The Builder will repair cracks in rock walls one time only during the first year where the crack(s) exceed $\frac{1}{4}$ inch by patching with mortar. Cracks on block walls, rock walls, and stone veneer that are smaller than $\frac{1}{4}$ inch are normal and are not covered by the Limited Warranty.

Responsibility

The Builder will correct to meet the Construction Standard for one (1) year after the closing date.

2. Observable Condition

Surface staining of block walls or rock walls. Block walls or rock walls appear wet.

Construction Standard

The surface of block walls or rock walls may stain from rainwater or from water splashing on the ground that is adjacent to the block walls or rock walls. The surfaces of block walls and rock walls are porous and therefore this condition cannot be eliminated. Since these surfaces are porous, these surfaces may appear wet long after rain has occurred. Block walls or rock walls that stain or appear wet after rain are

not conditions that are covered by the Limited Warranty.

Responsibility

Homeowner maintenance.

3. Observable Condition

Efflorescence (chalky-looking substance) visible on block walls or rock walls.

Construction Standard

Efflorescence is caused by water seeping through the block walls or rock walls. Once the water has evaporated, it leaves salts behind, which is what causes white powdery look of efflorescence. This condition is normal and is not covered by the Limited Warranty.

Responsibility

Homeowner maintenance.

27.0 MIRRORS

a. Homeowner Maintenance Tips

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.

b. Construction Standards

1. Observable Condition

Mirror surface has scratches, chips, gouges, dark streaks, or other cosmetic imperfections and blemishes.

Construction Standard

Surface damage, imperfections and blemishes of mirrors is not covered under the Limited Warranty. The Builder will not correct surface damage, imperfections, and blemishes in mirrors unless noted before the closing date.

Responsibility

None.

28.0 MOLD

a. Homeowner Maintenance Tips

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.

29.0 PAINT (Interior and Exterior) and STAIN

a. Homeowner Maintenance Tips

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.

b. Construction Standards

1. Observable Condition

Interior paint surfaces have scratches, spots, smears, chips, gouges, streaks, or other cosmetic imperfections, damage and blemishes.

Construction Standard

Surface damage, imperfections and blemishes of paint is not covered under the Limited Warranty. The Builder will not correct damage, imperfections, and blemishes of paint surfaces unless noted before the closing date.

Responsibility

None.

2. Observable Condition

Exterior wood trim has minor cracks, raised grain, or other imperfections.

Construction Standard

Exterior wood trim will develop imperfections and this condition is not covered under the Limited Warranty.

Responsibility

Paint and stain maintenance of wood trim is homeowner maintenance.

3. Observable Condition

Fading of exterior paint, or stain or clear sealant deterioration.

Construction Standard

Fading of exterior paint and stain is normal due to the sun and climactic conditions. Re-paint exterior paint as needed. Clear sealant should be re-applied every 6-18 months. Fading and clear seal deterioration are not covered under the Limited Warranty.

Responsibility

None.

4. Observable Condition

Exterior paint, stain or caulking is peeling or deteriorates.

Construction Standard

Exterior paint, stain and caulking should not peel or deteriorate during the first year.

Responsibility

The Builder will correct for one (1) year after the closing date. Touch-ups of painted surfaces, whether performed before the closing date or as part of a warranty repair, may not match the surrounding area. This condition is not covered by the Limited Warranty.

5. Observable Condition

Mildew or fungus on painted surfaces.

Construction Standard

Mildew or fungus will form on painted surfaces

if exposed to moisture. This condition is normal and is not covered by the Limited Warranty.

Responsibility

The removal of fungus or mildew from painted surfaces is homeowner maintenance.

6. Observable Condition

Paint touch-ups performed before the closing date or after a warranty repair (i.e. a drywall repair) are visible and are not an exact match of the surrounding area.

Construction Standard

Touch-ups of painted surfaces, whether performed before the closing date or as part of a warranty repair, may not match the surrounding area. This condition is not covered by the Limited Warranty. Repainting the entire wall or room is the choice and responsibility of the homeowner. If the paint touch-ups are performed on walls that have custom paints or wall coverings, the Limited Warranty does not cover matching of the custom paints or wall coverings.

Responsibility

None.

7. Observable Condition

Cracks in caulking.

Construction Standard

It is normal for caulk to crack over time due to expansion and contraction. The Builder will repair one time only during the first year.

Responsibility

The Builder will repair cracked caulking one time only for one (1) year after the closing date.

8. Observable Condition

Wall or trim surfaces are visible through paint.

Construction Standard

The Builder will correct the affected areas if the wall or trim surface is visible from 6 feet away under normal lighting conditions. If greater than 75% of a wall, trim piece or ceiling is affected, then the entire surface will be repainted.

Responsibility

The Builder will correct to meet the Construction Standard for one (1) year after the closing date.

30.0 PLUMBING SYSTEMS (Defined as all gas supply lines and fittings, water supply, waste lines, vent pipes and fittings, and piping for water or sewer or gas service and their extensions to the tie-in of a public utility connection.)

a. Homeowner Maintenance Tips

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, causing 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:

- Main shut off on the meter inside your home is open.
- Main shut off at the street is open.
- 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

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

Leak Involving a Main Line

- Turn water off at the meter in your home.
- 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.

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

Sewer Back Up Affecting Entire Home

- If warranty coverage still applies, contact the Builder or the plumber.
- If warranty coverage has expired, contact a router service.
- 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.

b. Construction Standards

1. Observable Condition

The surface of plumbing fixtures (tubs, showers, faucets, toilets, etc.) has a scratch, crack, nick, gouge, ding, chip, or other surface blemishes or damages.

Construction Standard

Plumbing fixtures surfaces shall be inspected by the Homeowner at the New Home Orientation. The Builder will not repair or replace plumbing fixtures that have surface damage unless noted before the closing date.

Responsibility

The Builder will not be responsible for surface damage unless it is reported to the Builder before the closing date. Plumbing fixtures may carry separate warranties than the Builder's Limited Warranty for tarnishing or marring and is considered homeowner maintenance.

2. Observable Condition

Drain, fixture, or sewer is clogged or backs up.

Construction Standard

Drains, fixtures, and sewers shall drain properly at the time of the closing date.

Responsibility

The Builder will correct backed up or clogged drains, fixtures, and sewers that do not drain properly for one (1) year after the closing date only if the clogging is due to defective construction or defective workmanship or if the clogging is due to construction related activity. Defective construction or workmanship that causes a clog or backup will usually manifest itself within 30 days of the closing date. If improper household items or other improper items are found to have clogged the drain, fixture, or sewer, the clog or backup will be the homeowner's responsibility.

3. Observable Condition

Plumbing leak.

Construction Standard

Supply lines, drain lines, water piping, faucets, bathtubs, and showers, shall not leak.

Responsibility

The Builder will correct for one (1) year after the closing date. Condensation on pipes is not a leak. Water piping and faucets (including, but not limited to, hose bibs) are not covered by the Limited Warranty. A wax ring for a toilet that is leaking will be corrected for one (1) year after the closing date. Homeowner has responsibility to maintain caulking and grout to prevent leaks, and such caulking and grouting is not covered by the Limited Warranty.

4. Observable Condition

Noises in water pipes.

Construction Standard

Some noises (esp. ticking) should be expected and are not covered by the Limited Warranty. The Builder will correct water hammering (a rattle that occurs when water is rapidly turned off) for one (1) year after the closing date by ensuring that anti-water hammering devices are installed where required by code. Even after the installation of anti-water hammer devices some noises may be present.

Responsibility

The Builder will correct excessive water hammering for one (1) year after the closing date by installing anti-water-hammer devices at the faucets that have water hammer where it is required by code.

5. Observable Condition

Water supply stops.

Construction Standard

The Builder will correct if the water supply stoppage is due to faulty materials or workmanship used in the home or used in connecting the supply from the water meter to the home for one (1) year after the closing date. Freezing pipes are not covered under the Limited Warranty.

Responsibility

The Builder will correct if the water supply stoppage is due to faulty materials or workmanship used in the home or used in connecting the supply from the water meter to the Home for one (1) year after the closing date. Causes of water stoppage other than faulty materials or workmanship are not covered by the Limited Warranty.

6. Observable Condition

Water drains from sink or tub when stopper is engaged.

Construction Standard

The Builder will correct if the water drains past the stopper mechanism at a rate that allows the depth of water to decrease by more than 1 inch in depth per 15 minutes for one (1) year after the closing date.

Responsibility

The Builder will correct to meet the Construction Standard for one (1) year after the closing date.

7. Observable Condition

Gas leak.

Construction Standard

The Builder will correct if the gas leak is inside the home and if the leak is due to faulty materials or workmanship for one (1) year.

Responsibility

The Builder will correct if the gas leak is inside the home and if the leak is due to faulty materials or workmanship for one (1) year after the closing date. If the gas leak is not inside the home, it will not be covered by the Limited Warranty.

8. Observable Condition

Sewer smell in the house.

Construction Standard

Sewer smells occur when there is a cracked drain, waste, or vent pipe. When a cracked drain, waste, or vent pipe is cracked, the sewer smell is constant inside the home. Sewer smells that are due to cracked drain, waste, or vent

pipes shall be corrected for one (1) year. The hot water of your home can have an unpleasant odor if the water inside the water heater is not recycled due to low usage. Sewer smells can also occur if a P-trap dries out. Sewer smells and other unpleasant odors that are not due to a cracked drain, waste, or vent pipe are considered homeowner maintenance.

Responsibility

The Builder will correct if the sewer smell is due to a cracked drain, waste, or vent pipe. Sewer smells that are due to cracked pipes will be constant. Sewer smells that are due to anything other than a cracked pipe will be considered homeowner maintenance. Pour water down a dried P-trap.

31.0 ROOF

a. Homeowner Maintenance Tips

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 plumbing leak
- Open window on a higher floor
- Ice dam
- Clogged gutter or downspout
- Blowing rain or snow coming in through code required roof vents
- 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.

b. Construction Standards

1. Observable Condition

Roof or flashing leak.

Construction Standard

Roofs should not leak under normal conditions. Some water may leak into the home due to

ice damming, or wind-driven rain that enters the home through code-required roof vents or louvers, or due to debris on the roof that dams the natural water flow. Such conditions are not covered by the Limited Warranty. Homeowner negligence or homeowner-caused damage (such as improperly installing satellite dishes, etc.) that results in a leak is also not covered by the Limited Warranty.

Responsibility

The Builder will repair roof leaks for two (2) years after the closing date that occur under normal conditions and that are not due to ice damming, wind-driven rain that leaks through vents and louvers, debris on the roof that dams the natural flow of the water, severe weather, or homeowner negligence or homeowner-caused damage.

2. Observable Condition

Standing water on the roof.

Construction Standard

A shingle or tile roof shall drain water except for minor ponding. Flat roofs will allow a certain amount of water to stand. Standing water on flat roofs is not a defect unless the water leaks into the home or if the standing water exceeds 1/2 inch 24 hours after the rain ceases.

Responsibility

The Builder will correct, using methods of its choosing, flat roofs that have standing water exceeding 1/2 inch that is measurable 24 hours after rain stops for one (1) year after the closing date. If standing water is due to debris accumulation, the standing water will be considered homeowner maintenance and is not covered under the Limited Warranty.

3. Observable Condition

Curled or buckled shingle.

Construction Standard

Asphalt shingles will not always be completely flat. The Builder will correct if shingles curl or buckle more than 5/8 inch.

Responsibility

The Builder will correct curling or buckling of asphalt shingles that exceeds 5/8 inch for one (1) year after the closing date.

4. Observable Condition

Shingles are torn or lifted.

Construction Standard

Shingles should not tear or lift off the roof under normal conditions.

Responsibility

The Builder will correct torn or lifted shingles for one (1) year after the closing date as long as the tearing or lifting is not due to winds that exceeded the manufacturer's specifications. Damage caused by severe weather is not covered under the Limited Warranty.

5. Observable Condition

Roof membrane has bubbles or blisters.

Construction Standard

Some blistering or bubbling of the membrane is normal. Blisters or bubbles larger than 12 inches in diameter are not acceptable.

Responsibility

The Builder will correct bubbles or blisters larger than 12 inches in diameter on the roofing membrane for one (1) year after the closing date

by cutting the membrane and patching over the blistered area using appropriate materials.

6. Observable Condition

Roof trusses or roof sheathing seams telegraph and are visible through the roof.

Construction Standard

Telegraphing of roof trusses or roof sheathing seams is normal and is not covered under the Limited Warranty.

Responsibility

None.

7. Observable Condition

Shading or shadowing pattern on roof tile or shingles.

Construction Standard

Shading or shadowing is due to differences in product color. Such a condition is not covered by the Limited Warranty.

Responsibility

None.

8. Observable Condition

Roof tile color variation.

Construction Standard

Color fading, shade differences, color changes, variations of the color, or discoloration or deterioration of the color of roof tile should be expected. Color variations are not covered under the Limited Warranty.

Responsibility

None.

9. Observable Condition

Repaired or replaced roofing material does not match the surrounding area.

Construction Standard

When a repair or replacement is made to roofing materials, they will not match the surrounding area due to fading, weathering, and other normal conditions such as color variation within the same product color. This condition is not covered by the Limited Warranty.

Responsibility

None.

10. Observable Condition

Repaired or replaced roofing material does not match the surrounding area.

Construction Standard

When a repair or replacement is made to roofing materials, they will not match the surrounding area due to fading, weathering, and other normal conditions such as color variation within the same product color. This condition is not covered by the Limited Warranty.

Responsibility

None.

11. Observable Condition

Loose, cracked, or broken tiles or shingles.

Construction Standard

The Builder will repair or replace loose, cracked, chipped (when the crack or chip exceeds 3/4 inch) or broken tiles unless such damage is due to severe weather, high winds, acts of God, hurricanes, golf balls, foot traffic, or tornadoes.

Responsibility

The Builder will correct for one (1) year after the closing date unless the damage to the tiles or shingles is due to severe weather, high winds, acts of God, hurricanes, golf balls, foot traffic, or tornadoes.

12. Observable Condition

Mildew, moss, or algae grows on roof.

Construction Standard

Mildew, moss, or algae will grow on roofs when dust and debris are present. This condition is not a defect and is not covered by the Limited Warranty.

Responsibility

Mildew, moss, or algae on the roof is homeowner maintenance.

13. Observable Condition

Efflorescence on roof tile.

Construction Standard

Efflorescence is caused when water comes into contact with concrete products. This condition is normal and is not covered by the Limited Warranty.

Responsibility

None.

32.0 SHOWER DOORS and GLASS SHOWER ENCLOSURES

a. Homeowner Maintenance Tips

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.

b. Construction Standards

1. Observable Condition

Damage to shower doors or glass shower enclosures.

Construction Standard

Surface damage of shower doors or glass shower enclosures is not covered under the Limited Warranty. The Builder will not correct surface damage to shower doors or glass shower enclosures unless noted before the closing date. The Builder will correct shower doors that do not perform per manufacturer specifications for one (1) year after the closing date.

Responsibility

Homeowner maintenance.

33.0 SIDING and EXTERIOR TRIM

a. Homeowner Maintenance Tips

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.

b. Construction Standards

1. Observable Condition

Surface damage to siding or trim.

Construction Standard

Surface damage of siding or trim is not covered under the Limited Warranty. The Builder will not correct surface damage to siding or trim unless noted before the closing date.

Responsibility

Homeowner maintenance.

2. Observable Condition

Separation of siding at siding joints or where siding joins with another material which allows water to enter the home.

Construction Standard

Siding joint separation or separation of siding from another material should not allow water to enter the home. In addition, gaps between siding and gaps between trim pieces should not separate more than 3/8 inch.

Responsibility

The Builder will correct one time only for one (1) year after the closing date, using methods of its own choosing, so that the Construction Standard is met. Caulking and repairing the siding are acceptable practices.

3. Observable Condition

Siding or exterior trim becomes delaminated.

Construction Standard

Siding or exterior trim shall not become delaminated (separate into layers).

Responsibility

The Builder will repair or replace exterior trim and hardwood or composite siding that has become delaminated one time only for one (1) year after the closing date, unless the delamination is caused by homeowner neglect of proper siding and exterior trim maintenance.

4. Observable Condition

Siding or trim is bowed or buckled.

Construction Standard

Any bowed wood, exterior trim, lap siding, or cementitious composite lap siding shall not bow more than 1/2 inch in 32 inches.

Responsibility

The Builder will repair or replace so that the Construction Standard is met, one time only for one (1) year after the closing date.

5. Observable Condition

Siding nails are countersunk and expose interior siding fibers.

Construction Standard

Nails shall not be countersunk into siding to the extent that the interior fibers of the siding are exposed.

Responsibility

The Builder will repair or replace so that the Construction Standard is met, one time only for one (1) year after the closing date.

6. Observable Condition

Knotholes in siding or trim exposes the underlying sheathing or building paper, or has splits wider than 3/16 inch.

Construction Standard

Knotholes in siding or trim shall not expose the underlying sheathing or building paper or have splits wider than 3/16 inch.

Responsibility

The Builder will repair or replace so that the Construction Standard is met, one time only for one (1) year after the closing date.

7. Observable Condition

Color or texture variations in siding after warranty repairs.

Construction Standard

Touch-ups of siding or exterior trim repairs will not be an exact match of the surrounding area.

and an exact match is not covered under the Limited Warranty.

Responsibility

None.

8. Observable Condition

Siding color has faded.

Construction Standard

It is normal for siding to fade in color when exposed to the sun and the elements. This condition is not covered under the Limited Warranty.

Responsibility

None.

9. Observable Condition

Paint splatters or stains on siding surfaces.

Construction Standard

At the New Home Orientation, the Builder will confirm that siding surfaces are acceptable. After the closing date, paint splatters or stains on siding surfaces will be considered homeowner maintenance.

Responsibility

Homeowner maintenance.

10. Observable Condition

Siding or trim have wood rot, cupping, splitting, or warping.

Construction Standard

Some rotting or warping of siding or trim should be expected. Splits wider than 3/8 inch in 3 inches are unacceptable. Bows and twists that exceed 1/2 inch in 6 feet are unacceptable. Cups that exceed 1/2 inch in 6 inches of width are unacceptable.

Responsibility

The Builder will repair so that the Construction Standard is met, one time only, for one (1) year after the closing date.

11. Observable Condition

Exterior siding or trim becomes loose.

Construction Standard

Siding or trim shall not become loose under normal conditions. Vinyl siding is not attached tightly and is slightly loose when attached, and a tight attachment for vinyl siding is not covered under the Limited Warranty. Noise from vinyl siding movement in the wind or noises from expansion and contraction of the siding are normal and are not covered under the Limited Warranty.

Responsibility

The Builder will repair one time only for one (1) year after the closing date if siding or trim has become loose as a result of defective installation or materials. Siding or trim that have become loose as a result of acts of God or winds that exceed manufacturers' design for wind speeds is not a condition that is covered under the Limited Warranty.

12. Observable Condition

Rust from siding nails or exterior trim nails.

Construction Standard

Rust from siding nails or exterior trim nails is considered excessive when the rust stain extends more than 1 inch in either direction from the edge of the nail head, when the rust stains are readily visible from 20 feet away under normal lighting conditions.

Responsibility

The Builder will correct one time only for one (1) year after the closing date, using methods of its choosing. Semitransparent stain or “natural weathering” are not covered under the Limited Warranty.

13. Observable Condition

Knotholes of siding or exterior trim bleed through the paint.

Construction Standard

Excessive bleeding of knotholes through paint is considered a defect. Bleeding of knotholes through stain or clear wood protectants is not covered under the Limited Warranty. The Limited Warranty does not cover the negative effects that result from lack of homeowner maintenance, negligence, physical damage or weathering.

Responsibility

The Builder will correct one time only for one (1) year after the closing date, by cleaning and repainting all bleeding through areas on paint surfaces.

14. Observable Condition

Separation or gaps between exterior trim and the house.

Construction Standard

Separation of exterior trim from the house should not exceed ¼ inch.

Responsibility

The Builder will correct one time only for one (1) year after the closing date so that the Construction Standard is met. Reinstalling, refastening, caulking and repainting the gaps are acceptable practices. Loose trim or separation

of trim from the house is not covered under the Limited Warranty when such looseness or separation is caused by acts of God or high winds that exceed manufacturers’ specifications for wind speeds.

34.0 STUCCO**a. Homeowner Maintenance Tips**

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.

b. Construction Standards

1. Observable Condition

Surface damage such as nicks, scratches, gouges, scrapes, and other cosmetic blemishes to stucco.

Construction Standard

Surface damage to stucco is not covered under the Limited Warranty. The Builder will not correct surface damage to stucco unless noted before the closing date.

Responsibility

Homeowner maintenance.

2. Observable Condition

Cracks in stucco surfaces.

Construction Standard

Stucco cracks shall not exceed 1/8 inch in width.

Responsibility

The Builder will correct one time only for one (1) year after the closing date using methods of its choosing. The color and texture of the repaired area will not match the color and texture of the surrounding area due to fading, weathering, and other normal conditions.

3. Observable Condition

Stucco texture is not uniform.

Construction Standard

Stucco texture is not guaranteed to be uniform and cannot be expected to be uniform. The technique of each installer will vary. Variations in stucco texture are not covered under the Limited Warranty.

Responsibility

None.

4. Observable Condition

Stucco color is not uniform before or after stucco repairs are made.

Construction Standard

Colored stucco finishes will vary in color according to the underlying surface, application technique, humidity, temperature, and curing. In addition, after stucco repairs have been made, the new and existing colors will not be a complete match due to fading, weather, and climactic conditions. A match of stucco color, whether before or after a stucco repair is made, is not covered under the Limited Warranty.

Responsibility

None.

5. Observable Condition

Stucco surface is stained.

Construction Standard

Stucco surfaces can be stained by water hitting the ground below or adjacent to the stucco or from the rainwater itself. Stucco is porous and is not stain resistant. The condition of stucco surfaces being stained from rainwater or from water splashing off the ground onto the stucco is not covered under the Limited Warranty.

Responsibility

Homeowner maintenance.

6. Observable Condition

Paint splatters or stains on stucco surfaces.

Construction Standard

At the New Home Orientation, the Builder will

confirm that stucco surfaces are acceptable. After the closing date, paint splatters or stains on stucco surfaces will be considered homeowner maintenance.

Responsibility

Homeowner maintenance.

7. Observable Condition

Efflorescence (chalky-looking substance) visible on stucco.

Construction Standard

Efflorescence is caused by water seeping through the concrete. Once the water has evaporated, it leaves salts behind, which is what causes white powdery look of efflorescence. This condition is normal and is not covered by the Limited Warranty.

Responsibility

Homeowner maintenance.

8. Observable Condition

Stucco appear wet after rain has stopped.

Construction Standard

Since stucco surfaces are porous, these surfaces may appear wet long after rain has occurred. Stucco that appears wet after rain is not a condition that is covered by the Limited Warranty.

Responsibility

Homeowner maintenance.

9. Observable Condition

Exterior caulking joint separation.

Construction Standard

Exterior caulking joints will separate or crack, especially during the early years of the life of a

new Home, and this separation or cracking can allow water to seep into the inside.

Responsibility

The Builder will repair exterior caulking joints that have separated or cracked for one (1) year after the closing date.

35.0 SUMP PUMP

a. Homeowner Maintenance Tips

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.

b. Construction Standards

1. Observable Condition

Sump pump fails to operate.

Construction Standard

The sump pump should operate properly.

Responsibility

The Builder will correct for one (1) year after the closing date. Sump pump maintenance is the homeowner's responsibility.

36.0 TERMITES

a. Homeowner Maintenance Tips

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.

- Check for wrinkles or waves in wood trim.
 - Tap wood to see if it sounds or feels hollow.
 - 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.
 - Watch for tubes of dirt, called mud tubes, that extend from the soil up to your home.
 - Keep soil away from any wood parts of your home.
 - Be certain all roof water and precipitation moves quickly away from your home's foundation.
 - Avoid storing wood on the ground and against your home.
 - Maintain a safe zone of at least two feet in width around the perimeter of your home.
- 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.
- Before installing stepping-stones, river rock, concrete, or so on, against the home, chemically treat the area that will be underneath the new material.
 - 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.

37.0 WINDOWS, SLIDING GLASS DOORS, and SKYLIGHTS

a. Homeowner Maintenance Tips

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.

b. Construction Standards

1. Observable Condition

Window frames, window glass, window screen, sliding glass door, or skylight is scratched, broken, cracked, dirty, chipped, gouged or otherwise damaged or blemished.

Construction Standard

The homeowner is responsible to notify the Builder of any surface damage to windows, screens, skylights, or sliding glass doors prior to the closing date.

Responsibility

The Builder will not correct surface damage to windows, screens, skylights, or sliding glass doors unless noted before the closing date.

2. Observable Condition

Window or sliding glass door is difficult to open or close.

Construction Standard

Windows should open or close per the manufacturers' specifications.

Responsibility

The Builder will correct windows that do not operate per the manufacturers' specifications for one (1) year after the closing date.

3. Observable Condition

Clouding or condensation between panes of glass.

Construction Standard

Clouding or condensation between panes of glass should be expected. The Builder will correct for the first year only.

Responsibility

The Builder will correct for one (1) year after the closing date.

4. Observable Condition

Air infiltration around windows is noticeable.

Construction Standard

During times of very hot or very cold weather, or high winds, it is normal for air infiltration (hot or cold air or dust entering the home from the outside) to be noticeable around windows in the interior of the home. This condition is not covered under the Limited Warranty.

Responsibility

None.

5. Observable Condition

Water leaks through windows or skylights to the interior of the home.

Construction Standard

Water leaks through windows or skylights is considered warrantable unless it is due to improper homeowner maintenance, damage

made by the homeowner, or extreme weather (wind-driven rain, acts of God, etc.).

Responsibility

The Builder will correct water leaks through windows or skylights as long as the leak is not due to improper homeowner maintenance, damage made by the homeowner, or extreme weather for one (1) year after the closing date.

6. Observable Condition

Condensation or frost on the surface of windows, skylights or sliding glass doors.

Construction Standard

Condensation or frost that is present on the surface of windows, skylights, or sliding glass doors is due to the combination of very cold outdoor temperatures and humidity inside the home. These conditions are normal and the homeowner is responsible for removing humidity from the home in order to avoid condensation or frost. Condensation or frost on the surface of windows, skylights, or sliding glass doors is not covered under the Limited Warranty.

Responsibility

The homeowner is responsible for controlling indoor temperature and humidity. The homeowner should use exhaust fans after showers and cooking, while doing laundry, and while cooking. The use of humidifiers should be avoided when outdoor temperatures are very cold, and window blinds should remain in the open position to allow air to circulate and prevent condensation and frost from forming on the window surfaces.

