

HOME OWNER'S GUIDE & BUILDER'S ONE-YEAR LIMITED WARRANTY



Your builder, not NewHome Warranty Management Inc., is the explicit Warrantor under this builder's One-Year Limited Warranty in accordance to the terms and conditions set forth herein.

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PART I – HOME OWNER’S GUIDE

INTRODUCTION

NEWHOME Warranty Management, Inc. has been contracted by your BUILDER to manage their One Year Limited Warranty. NEWHOME offers a complete service to serve your warranty needs, including:

- All communication with the homeowner
- Warranty walkthroughs at 2-4 months and 11 months after closing
- Coordination of all warranty repairs
- Emergency Service
- Reporting and updating of all claims with your BUILDER

The warranty contains an **Acknowledgement Page** in the back of the warranty. This page must be signed by the homeowner before closing of the home. Your signature confirms that you understand the terms and conditions of the BUILDER’s Limited One Year warranty.

The purpose of this Guide is to explain the warranty process requirements of the warranty. Please read this guide and follow the procedures.

The warranty specifies items which are warranted and which are not warranted. Items which are NON-WARRANTED are your responsibility, while WARRANTED items are the responsibility of the BUILDER. NEWHOME is not responsible for performing any warranty repairs. The Builder or its designated subcontractors are responsible for performing warranty repairs in accordance with the terms and conditions of this warranty. Please read the warranty thoroughly, as it also gives valuable information to help you maintain your home.

Note: Your BUILDER, not NEWHOME, is the explicit legal Warrantor

PRE-CLOSING ORIENTATION

Prior to closing or occupancy, you and a representative of NEWHOME will conduct an orientation of the home and property.

The orientation will introduce you to all of the operational items in your home and inform you of homeowner maintenance responsibilities. You should also read this warranty to learn more about your homeowner maintenance responsibilities. The NEWHOME representative will guide you through your home and explain all mechanical issues as well as note any items that need to be completed to call the home a finished product.

While a “perfect” home is literally impossible, there are national standards for residential construction that will be used during your orientation as a guide to the construction of your home.

The BUILDER, not NEWHOME, is in charge of completing the items on the preclosing list. Generally, the BUILDER tries to complete this list before closing, however the BUILDER is allowed 30 days after closing to complete the preclosing list.

The NEWHOME representative will also take the time to explain in detail the one-year warranty process, as outlined on the following pages. Please take note of the process so we may service your future warranty needs effectively.

Enjoy your new home. If you have any questions or concerns, please contact NEWHOME.

PROCEDURE FOR WARRANTY REQUESTS

NEWHOME is your Warranty Management Company. We work directly with your BUILDER and serve as their warranty representative. Contact NEWHOME with ALL warranty issues that you have during the term of your warranty. All warranty claims must be submitted on the NEWHOME Warranty Request Form no later than the expiration date of your warranty.

It is the HOMEOWNER'S responsibility to call NEWHOME to request warranty walkthroughs. Walkthroughs are available as follows:

1. Between 2 months and 4 months after closing.

2. In the 11 month after closing. (Contact NEWHOME in your tenth month to schedule this walkthrough)

Contact NEWHOME at these times to schedule a walkthrough and receive a Warranty Request Form. You must list all of your requests on the NEWHOME Warranty Request Form and deliver the Warranty Request Form to the NEWHOME representative at your home. A NEWHOME representative will meet you at your home for these warranty walkthroughs to view and note each request. After these walkthroughs, NEWHOME will review your requests with the BUILDER. You will then be contacted by NEWHOME to schedule the work.

When you call for an appointment to have a walkthrough, please be ready to provide the following information:

- Your name, address, subdivision, and phone number.
- Your BUILDER's Name.
- Closing Date. (Make sure you are calling within the warranty period)
- *Exact Number of Warranted Claims.*

We ask that you contact NEWHOME at your designated walkthrough times only, unless it is of an emergency nature. Items that are not one of the five emergencies should be held for your 2-4 month or 11 month walkthroughs.

MAKING A WALK-THROUGH REQUEST

The warranty contains icons in each section to help you identify warranted items, and homeowner responsibilities:



Homeowner Responsibilities, Care and Maintenance items are denoted by this icon. This section also gives valuable information about the subject. These items are the homeowner's responsibility.



DO 2

WARRANTED items are denoted by this icon. These items are the responsibility of the BUILDER. The alpha-numeric code under the icon is the claim identification number (*example: DO2 at left*). This number is required in order for NEWHOME to process your claim, and is to be entered by you on the warranty walkthrough Warranty Request Form.

Before making a Warranty Claim Request or contacting NEWHOME, use the Warranty to verify each Claim. Follow the simple steps below.

1. Check the Warranty for BUILDER's Responsibility

Before contacting NEWHOME to request a walkthrough or report a claim, check the warranty to verify that the claim is covered by the warranty.

2. Find the Claim Identification Number

Locate your problem in the warranty under the section for that type of problem and note the Claim Identification Number. This is to be entered on the NEWHOME Warranty Request Form.



Symbol indicating warranted item

DO 2

Claim identification number

3. Contact NewHome; do not call your BUILDER.

Call NEWHOME to request a Warranty Request Form and schedule a walk-through. The Warranty Request Form for your 2-4 month and 11 month walkthroughs will be mailed to you after you have scheduled your appointment with NEWHOME.

NEWHOME WARRANTY REQUEST FORM INSTRUCTIONS

The OWNER must make sure to list all Warranty Requests on the NEWHOME Warranty Request Form and submit it to the NEWHOME representative at your home.

NEWHOME will mail you a Warranty Request Form after you have contacted NEWHOME to request a warranty walkthrough. Take the time to completely fill out the Warranty Request Form and have it ready for the NEWHOME representative when he or she arrives.

Fill in the columns labeled Claim ID, Location, and Description:

1. Claim ID, which is located in the warranty book.

Example: DO1 is the code for a door that will not latch.

2. Location

Example: “Bedroom Door”


3. Description

Example: “Does Not Latch”

The Warranty Request Form should be totally filled in and presented to the NEWHOME representative when he or she arrives for the appointment.

- Fill in the claim ID, location, and description. Be brief in the description.
- The Claim ID is located in the warranty for each type of claim.
- The Warranty Request Form must be filled out prior to the walkthrough.
- Press firmly, this is a triplicate form.
- Enter only one claim per line.
- If you have more than 15 claims, request an additional Warranty Request Form.
- Do not mail the Warranty Request Form to us. Hold it for the NEWHOME representative.
- You must fill out the Warranty Request Form. No other lists will be accepted, your requests must be on our Warranty Request Form. If it is not complete upon the arrival of the NEWHOME representative, the walkthrough will be cancelled.

Warranty Request Form

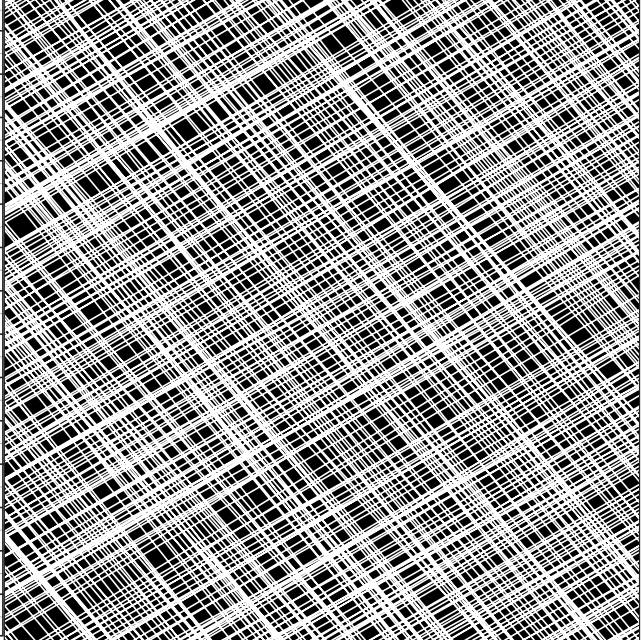


WARRANTY REQUEST FORM

Homeowner _____ Expiration Date _____ Page _____ of _____

Address _____ Contact Date _____ New Home Rep. _____

Builder/Subdivision/Lot _____ Phone _____ Walkthru Date _____ Time _____ 60 day 11 month

CLAIM ID#	LOCATION	DESCRIPTION	
1			HOMEOWNER: FILL IN CLAIM I.D., LOCATION, AND DESCRIPTION. BE BRIEF. DO NOT MAIL, HOLD FOR NEWHOME REPRESENTATIVE. 
2			
3			
4			
5			
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10			
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12			
13			
14			
15			

HOMEOWNER'S COPY

BUILDER'S SIGNATURE _____ Date _____ BUILDER'S COPY

BUILDER'S SIGNATURE _____ Date _____ OFFICE COPY

WARRANTY WALK-THROUGH

- The NewHome representative will meet you and view each item requested on your Warranty Request Form.
No work will be performed at the walkthrough.
- You will be informed if any requests are not covered by the warranty.
- The NewHome representative will advise you on homeowner maintenance and responsibilities as they apply.
- After the walkthrough, NewHome will meet with your BUILDER to receive assignments for all valid Warranted requests.
- You will be contacted by NewHome's customer service manager to schedule the work resulting from the walkthrough.

SCHEDULING REPAIRS

After your 2-4 month or 11 month walkthrough, NEWHOME will determine if it is necessary to set a schedule date so all work can be assigned for completion in one day. After the NEWHOME representative meets with your BUILDER and subcontractors are assigned the required work, you will receive a Warranty Review letter. This letter will confirm your scheduled work date, advise you of assigned subcontractors and explain any non-warranted requests. Please keep this letter available the day of your appointment to insure each approved item is completed.

Following the walkthrough, you must allow NEWHOME to schedule the approved warranty work with a reasonable amount of time. Failure to do so may result in the work not being performed. Failure to provide access will void any BUILDER responsibility to perform work.

On the afternoon of the workday, a NEWHOME representative will contact you to verify that work is completed. The day after your workday, we request that you call our office if any work is still outstanding.

The homeowner is required to make their home available from 7:00 am to 7:00 pm so that subcontractors can have access to the home to perform the required work. You must have an adult available during these hours on the assigned date. Failure to make your house available, requiring a second trip for any subcontractor, may result in a service charge. If you must cancel your scheduled work date for any reason, NEWHOME must be notified no less than 48 hours in advance of the date.

EMERGENCY SERVICE PROCEDURES

Some things cannot wait for a walkthrough. That is why NEWHOME offers an emergency service to take care of critical issues. You may contact NEWHOME during regular business hours, evenings, or weekends if the following problems occur:

- Whole house electrical outage
- Water outage
- Furnace outage
- Gas leak or outage (call gas company first)
- Plumbing leak requiring whole house shut off

NOTE: An air conditioner problem is not an emergency. Air conditioning problems will be serviced during normal working hours as scheduled by the service contractor.

Emergency Troubleshooting Tips

Gas Leaks

Immediately call your local Gas Company. After reporting the emergency, call NEWHOME.

Water Shut-Off Valves

Shut-off valves are located behind toilets and under sinks. Turn these valves to shut off the water supply to any toilet or sink.

Main Water Shut-Off Valve

Stop any pressure line leak by shutting off the main water valve. This valve is normally located in the basement of the home on the wall nearest the street. In homes with no basement, the valve is normally near the water heater.

Exterior Water Shut-Off Valve

Water to the house can be shut off. This valve is usually located inside the water meter at the street

Roof Leaks

If you have a roof leak please contact NEWHOME immediately during normal business hours. Please understand that a roofer will not go on your roof when the roof is wet. We request that you move furniture and any personal items away from the area. Try to contain water the best way possible. We will contact your roofer to address any problems but you may not hear from him until drier weather conditions exist.

NOTE: Use buckets, pans, towels, plastic, or any other means to prevent water from damaging your home.

EMERGENCY SERVICE PROCEDURES (CONTINUED)

Breaker Box

Check the breaker box for a tripped breaker. A tripped breaker must be turned all the way off and then on to reset.

Arc Detector Breakers

New homes now have arc detector breakers on bedroom circuits. If tripped, they must be turned all the way off and then on to reset.

GFCI Receptacles

Check all GFCI receptacles and reset any that are tripped. Outlets in the kitchen, bathrooms, basement, garage, and outside will be on GFCI protected circuits.

Thermostat Setting

The system switch must be on “AC” or “Heat” and the fan switch on “Auto.”

Furnace Ignition

Make sure the ignition switch inside the furnace cover is in the “On” position.

Furnace Kill Switch

Make sure the switch beside the furnace is in the “On” position.

Gas Valve

Make sure the gas valve is in the “On” position. (Parallel to the gas line)

Furnace Bottom Panel

Make sure the bottom panel is securely in place to activate the safety switch behind the panel. The furnace fan will not operate if the switch is not held in place.

Heat Pumps

In the “Heat” mode, heat pumps may not supply sufficient heat to heat the home. Switching to the “Emerg” position will turn on the auxiliary heat. This function uses large amounts of electricity.

PART II – BUILDER’S LIMITED ONE YEAR WARRANTY

Section 1

WARRANTY COVERAGE AND CONDITIONS

Warranty Term

The BUILDER's One Year Limited Warranty begins on the date of your closing or occupancy, whichever occurs first and ends on the day before the first anniversary of your closing or occupancy, unless it is terminated before that date.

Who is Covered

This BUILDER's One Year Limited Warranty is extended by the BUILDER to the Homeowner(s), who is/are the initial OWNER(s) of the home. This BUILDER's One Year Limited Warranty is only transferable to subsequent OWNER(s) of the home with written permission of the BUILDER.

What is Covered

BUILDER warrants solely to the OWNER, subject to the conditions and standards stated herein (*specifically including but not limited to the non-warranted conditions contained in this BUILDER's One Year Limited Warranty*), that for the term of this BUILDER's One Year Limited Warranty, as described above, the home will meet the written Warranty Standards set forth in Section 1 of this Part II.

What is Not Covered

This BUILDER's One Year Limited Warranty does not cover any claims or defects that are Non-Warranted Conditions or are not the responsibility of the BUILDER under the Warranty Standards set forth in Section I of this Part 2. It also does not cover claims that are not made in accordance with the terms and conditions of the BUILDER's One Year Limited Warranty, claims made by parties who are not covered, claims made after the Warranty Term has ended and any other claims excluded by this BUILDER's One Year Limited Warranty.

Warranty Conditions

This BUILDER's One Year Limited Warranty applies only to covered claims made by covered parties that are received by NEWHOME during the Warranty Term in accordance with the procedures set forth in this BUILDER's One Year Limited Warranty.

APPLIANCES



Homeowner Responsibilities, Care and Maintenance

Read all manufacturers' information and recommendations in the appliance manuals.

For service on any appliance or to file a warranty claim, **call the manufacturer's customer service number listed in the manual.** Do not call NEWHOME or your BUILDER. The manufacturer may list a website in the manual that you can use to request service.



Warranty Standards

You will receive all appliance manuals, and warranty registration cards during your Preclosing Orientation or at closing. The BUILDER, not NEWHOME, is responsible for supplying the manuals. The appliances are warranted directly by the appliance manufacturer and serviced by them. Mail the warranty registration cards directly to the manufacturer or you may register through the manufacturer's web site.

It is your responsibility to report any problem with any appliance directly to the appliance manufacturer. The phone number is in the Owner's manual.

ATTICS



Homeowner Responsibilities, Care and Maintenance

Attic ventilation through the roof, siding, or soffits is required by building codes. A lack of ventilation in an attic can cause heat to build up.

Annually check the seals around vents, pipes, and fans. Have a professional re-seal these areas if needed.

The BUILDER is not responsible for any alterations made to the ventilation system

by the homeowner or the homeowners' contractors. Entry of rain through roof vents and pipes due to high winds and heavy showers or storms may occur and is not warranted.

When doing anything in your attic, be very careful where you step. **Do not step on the insulation. You will fall through the ceiling!**

BLACKTOP



Homeowner Responsibilities, Care and Maintenance

Blacktop, including the edges and cracks, should be sealed annually with an industry-approved sealer. Check with a local asphalt contractor or your local building supply store for the best sealer and application recommendation. Read the directions carefully. Improper use of products can kill grass and plants that are next to the surface being sealed. Cover skin and eyes when using any type of sealer.

You are responsible for depressions or

cracks caused by heavy equipment, such as moving vans, school buses, garbage trucks or delivery vehicles. You are also responsible for surface damage resulting from chemicals or solvents causing the breakdown of the mixture that surrounds the aggregate in blacktop.

“Turn marks” are created by vehicle wheels stopping or turning. Hot weather conditions combined with new pavement can cause these “turn marks”. Asphalt becomes more resistant to turn marks with age.



Warranty Standards

BT 1

The BUILDER will repair cracks exceeding 1/2 inch with hot rubberized asphalt or suitable cold caulking material. Color variations are to be expected. The BUILDER assumes no responsibility whatsoever in matching color or texture.



Homeowner Responsibilities, Care and Maintenance

Cabinets are constructed of wood or composite wood materials. There are natural variations in grain, texture and color. No two pieces of wood are the same and stain will emphasize differences in grains. Avoid contact with excess water, direct sunlight, smoke and grease, and extremes in temperature and moisture.

Cabinets are affected by changes in temperature and moisture. They will contract or expand as interior humidity changes. Cabinets may contract leaving a gap next to the wall area. The BUILDER is not responsible for paint or stain gaps caused by movement of cabinets or panels.

All hardware adjustments, alignments, and tightening are a OWNER responsibility. Drawers and doors can be damaged and hinges and drawer guides can be bent by impacting them. Do not let children use drawers as steps, and be careful not to

hit doors or drawers when they are open. Sticking drawers and out of alignment of doors are not covered by the warranty.

Keep stained cabinets in good condition by applying an appropriate product regularly. Check the manufacturer's recommendations.

Avoid products that contain wax, petroleum, or silicon.

Touch up scratches on stained cabinets with a cabinet touch-up crayon available at most home supply stores.

The BUILDER is not responsible for variations in color or stain, finishes or fillers used for original installation or to make repairs, or for exact match of wood grain, color or discontinued styles or supplies.



Warranty Standards

CB 1

Warping of doors and drawer faces should not exceed 1/4 inch. Warping is measured from the face of the frame to the point of maximum warpage, with the door or drawer front in the closed position.

CB 2

Cracks and gaps in doors or drawer faces will be filled by the BUILDER only if light is visible through the crack or gap.

CB 3

Gaps next to the wall area of the cabinet that exceed 1/4 inch will be filled with caulk.



Homeowner Responsibilities, Care and Maintenance

Caulking in General

Caulking is used in your home to create a seal as well as for appearance. Time and weather will shrink and dry caulk so that it no longer provides a good seal.

Silicone caulk works best in wet areas, for example where tubs meet tile or sinks and backsplashes. Silicone typically doesn't accept paint.

Latex caulk is used in areas that require painting, for example wood trim and molding.

Exterior Caulking

Regularly check caulking on the exterior of your home. Clean and re-caulk if

caulking is not sticking to a surface.

At the time of closing, joints and cracks in exterior surfaces should be caulked to protect from the elements. *Thereafter, all caulk is the homeowner's responsibility.*

Interior Caulking

Regularly check caulking in the interior of your home. Re-caulk if caulking isn't sticking to a surface. Remove the loose caulking and clean the area before adding new caulking.

At the time of closing, joints and cracks in your home's interior should be caulked where required. *Thereafter, all caulk is the homeowner's responsibility.*

CERAMIC TILE



Homeowner Responsibilities, Care and Maintenance

Ceramic tile needs little maintenance. Tile is impenetrable to water, however the grouted joints can absorb water. The grout may crack due to normal expansion and contraction, and especially settling. *(See FLOORING for Tile, Brick, Marble, Slate and Stone floor tile standards)*

Apply silicone caulk to seal cracks in grout at the corners of tiled showers, tubs and backsplashes. Where tile meets other materials such as wood or tub faces, it is normal to see a separation. You may use caulk in these areas, however since these

dissimilar materials expand and contract differently, the caulk has a tendency to peel and separate. Caulk also becomes very difficult to clean when used on a floor.

Grout may become discolored over time. Grout cleaning solutions and tools are available at most home centers.

Broken, cracked or chipped tiles are specifically not covered by this warranty, unless noted at the preclosing orientation.



Warranty Standards

TI 1

Ceramic tile should not become loose. The BUILDER cannot guarantee an exact match due to discontinued patterns or color variations.

TI 2

Grout cracks at corners of tiled showers, tile to tub rim, and tile backsplash to countertops will be sealed by the BUILDER with silicone caulk one time only. The subsequent caulking is a homeowner maintenance responsibility.

Concrete is a mixture of sand, gravel, and cement. It is commonly used for garage floors, driveways, sidewalks, patios, basement walls and floors, foundations, and retaining walls.



Homeowner Responsibilities, Care and Maintenance

Concrete in General

The BUILDER is not responsible for damage or deterioration caused by factors beyond the BUILDER's control, such as, cleaning chemicals, or vehicles. Concrete slabs vary in color. This is normal and is not a defect.

Exterior Concrete

Garage and exterior concrete will crack and is not covered by the warranty. Concrete foundations, walks, drives, patios, etc., can develop cracks not affecting the structural integrity of the home. There is no known method of eliminating this condition, which is caused by characteristics of expansion, contraction, and curing. It does not affect the integrity of the home and is not a condition covered by this warranty. Repair cracks with waterproof concrete caulk. The caulk will not match the concrete.

Do not park or drive heavy vehicles on your driveway.

Maintain drainage away from the exterior concrete and foundation so that water

does not collect or saturate the ground beside your concrete. Landscaping should allow water to drain away from the exterior flat concrete surfaces.

Standing water on stoops and slabs is not uncommon and is not covered by this warranty.

Do not wash your concrete slabs with cold water when the concrete is warm from sunlight or hot summer temperatures. The chilling effect of the water can damage the surface.

Interior Concrete

Concrete slabs within the home may shrink during curing or may settle. This can cause cracks in the slab.

Repair cracks with waterproof concrete caulk. The caulk will not perfectly match the concrete.



Warranty Standards

Exterior Concrete

CO 1

Stoops and steps should not settle more than 1 inch in relation to the house. Cracks in structurally attached concrete stoops to steps should not exceed $\frac{1}{4}$ inch.

Interior Concrete

CO 2

Minor cracks in concrete floors are common. Cracks should not exceed $\frac{3}{16}$ inch width or $\frac{3}{16}$ inch in vertical displacement, in a habitable area.

CO 3

Cracks in basement or foundation walls should not exceed $\frac{1}{4}$ inch in width or seep water. Surface patching is acceptable for non-structural cracks. Filling is specifically acceptable for settlement, joints, cracks, chips and breakage.

CO 4

Concrete floors in basements in areas designed for finished rooms should not have holes or depressions that would prevent its use as a finished sub-floor.

The floor slope of concrete floors should not exceed $\frac{1}{4}$ inch in 32 inches, unless designed for drainage or in non-habitable areas.



Homeowner Responsibilities, Care and Maintenance

Counter Tops in General

Check the caulking around your countertop backsplash and sink for separation of caulk and re-caulk as necessary. This will prevent moisture from affecting the underlayment or the supporting wood structure.

Always protect your countertops by using cutting boards, hot pads or trivets. Cutting or chopping will damage the countertop, and hot pans or cigarettes will also cause damage.

Use only a damp cloth or a very mild cleanser to clean your countertops. Abrasive cleaners can damage or dull your countertops.

Allow your dishwasher to cool down before opening, as the steam can cause damage to the countertop or the wood supports.

Countertops should be checked for chips or scratches at closing. Cosmetic damage is not covered in the warranty.

Laminate

Laminate countertops are made from a thin layer of hard plastic laminate over a wood composite surface. Laminate material is not heat or scratch proof.

Keep moisture from reaching the wood underneath the laminate to prevent warping. Heat and moisture may cause delamination.

Cultured Marble

Cultured marble countertops are made of pulverized marble mixed with polyester resins. They are not heat, scratch or stain proof.

Only warm water should be used in a cultured marble sink. Very hot water may cause cracking. Do not use any type of abrasive cleanser as it will cause scratching and dulling.

Solid Surfacing

There are many types of solid surface countertops available. Solid surface countertops withstand heat better than most other countertops, but use caution.

Follow the manufacturer's instructions for cleaning or to repair minor cuts and scratches to your solid surface countertop.

Marble and Granite

Marble and granite can be permanently stained, especially by juice or wine. Acidic products such as vinegar can etch the surface. Wipe up these spills immediately.

Marble and granite need to be resealed on a regular basis with a natural stone penetrating sealer. Consult with your local marble or granite distributor for the best sealer and maintenance tips.



Warranty Standards

- CT 1** Laminate countertops should not delaminate under normal conditions; however the BUILDER is not responsible for moisture or heat-induced delamination.
- CT 2** Countertops typically will have visible seams. Joints or seams are allowed a maximum of $\frac{1}{16}$ inch gap and a maximum of $\frac{1}{16}$ inch differential height. Filler is an acceptable remedy to repair gaps in seams.
- CT 3** The top edges of backsplash joints should be even within $\frac{1}{16}$ inch.

DECKS



Homeowner Responsibilities, Care and Maintenance

Decks add to the style, function, and usability of your home. They are constructed of pressure treated pine, cedar, redwood, or composite materials. Pressure treated pine is the most common material.

Pressure treated wood will shrink, split, twist, warp, and cup as it dries and ages. Knots and wane are common and are allowed under the lumber grading standards. Nails may work loose over time. These conditions are normal and are the responsibility of the homeowner.

Decks are solely the homeowner's obligation to repair and maintain.

Inspect for these conditions regularly and repair promptly.

A wood sealant will protect and maintain your deck, and should be applied at regular intervals as needed. Wait about 4 – 6 months after the deck was built to allow the wood to dry out. Check with your local supplier for the correct type of sealant and required application schedule.

Wood is a soft product and when used as deck flooring it will dent or scratch easily. Sweep regularly and use caution when moving grills or furniture.



Homeowner Responsibilities, Care and Maintenance

Exterior Doors

Exterior doors include entry, patio, sliding glass, overhead garage, and all other exterior doors. Exterior doors can be metal, fiberglass, composite material or solid wood. The finish depends on the material.

Wood exterior doors are susceptible to moisture damage from the elements, and must remain protected. Exterior stained wood doors with a lacquer finish may weather and fade, and should be refinished about once a year, depending on the amount of exposure to the elements. Storm doors may be installed to provide greater weather protection.

During high winds or heavy rains, you can expect some air infiltration on your exterior doors. Check the rubber weather stripping inserted around your exterior doors to make sure the seal is in place and not loose. If threshold is adjustable, adjust the screws to keep the door sealed properly at the sweep on a seasonal basis.

Moisture penetration can cause warping. Exterior wood doors may warp with changes in moisture or temperature differences on the inside and outside.

Door knobs and other hardware will tarnish if the protective finish is damaged. Tarnished hardware is not covered by the warranty. Tightening of loose knobs is a homeowner responsibility.

On any door repairs, the BUILDER is not responsible for exact match, discontinued supplies, wood grain, stain or paint finishes. Dents, indentations,

cracked glass or scratches on doors following occupancy or closing are not warranted.

Overhead Garage Doors:

Follow the manufacturer's recommendations for lubricating the track, rollers, hinges, pulleys and springs. Check regularly to make sure the nuts and bolts are tight.

The homeowner is responsible for the garage door's operation if an electric garage door opener is installed by anyone other than the BUILDER's subcontractor.

Light will be visible around your garage door. Some entrance of the elements can be expected. **Hard rains will enter under your garage door.** This is normal and is not covered by this Limited Warranty.

Sliding Patio Doors:

Keep tracks clean and free of debris. Use a silicone spray on the tracks for smooth operation.

Interior Doors

Most interior doors are made from a combination of wood and wood composite material and are normally hollow inside. These doors are either stained or painted.

Interior doors can be affected by humidity changes from operation of showers, dishwashers, and HVAC systems. This could cause swelling, sticking, and warping. It may be necessary for the homeowner to make minor adjustments from winter to summer. Keep the humidity levels in your home consistent to help prevent warping.

Homeowner Responsibilities, Care and Maintenance (Continued)

Sticking can be caused by natural swelling of the wood or by uneven door alignment. Check to make sure the hinge screws are tight and holding properly. Bi-fold, pocket and sliding doors will stick if the tracks have dirt and debris in them.

these panels to show edges that the stain or paint has not covered as the panel moves. These panels in wood doors may shrink showing raw wood at the edges.

Lubricate door locks with graphite or silicone lubricant regularly.

Paneled doors have what is commonly called “floating panels.” It is common for



Warranty Standards

- DO 1** Doors should latch and lock.
- DO 2** Doors should not warp to the extent that they will not operate or exceed 1/4 inch from corner to corner across the face of the door.
- DO 3** Weather stripping should be in full contact with the face of the door.
- DO 4** Garage doors should operate properly, except when the malfunction is caused by the homeowner or homeowner’s contractor installing an electric garage door opener.
- DO 5** The BUILDER will repair split door panels that allow light to be visible or allow the weather to get through the panels.
- DO 6** Pocket doors should not rub in their pockets during normal operation.



Homeowner Responsibilities, Care and Maintenance

Gypsum wallboard, commonly known as drywall, is nailed or screwed to 2x4 studs to create the finished walls in your home. The joints and corners are taped and coated with joint compound. Outside corners are reinforced with “corner beads” before joint compound is applied to them.

Cracks, nail pops and visible seam lines are common and are due to normal settling and drying out of the components of your home. Nail pops, hairline cracks, chips, blemishes or other cosmetic damage to drywall must be noted during the Preclosing Orientation or prior to closing of the home. *Nail pops, slight imperfections, seamlines, corner beads, and hairline cracks are common in drywall and are specifically not covered under this warranty.* They are the sole responsibility of the homeowner after closing.

Near the end of the first year of occupancy, the settling and drying should be complete. Then is the time to repair minor cracks and nail pops, as well as any nicks or dents incurred due to occupancy. Use spackling or joint compound to fill the cracks. Let it dry, then sand and paint the area.

To repair nail pops, “dimple” the nail head with a hammer, then apply spackling. Allow it to dry, then sand and paint.

Drywall tape that loosens or buckles should be replaced by cutting off the loose tape. Apply a thin coat of joint compound, and work the new tape into the compound. Apply another coat of compound, let dry, then sand and paint.



Warranty Standards

DW 1

Finished walls or ceilings should not have visible cracks that exceed $\frac{1}{8}$ inch in width. If your builder paints drywall repair, he will only repaint with the original paint color. The BUILDER is required to paint the affected area only and not an entire wall or room.

DW 2

Walls should not be greater than 1 inch out of plumb in any 8 foot vertical measurement. Bowing of walls or ceilings should not exceed $\frac{1}{2}$ inch within a 36 inch horizontal or vertical measurement.



Homeowner Responsibilities, Care and Maintenance

Meter

Meters are owned by the utility company. Call the local power company with any questions about your meter. Surges in the electric power supplied by the power company are expected and normal. It is a good idea to purchase a surge protector to protect your computer and other equipment.

Power Failure

In the event of a complete loss of electrical power, check with your neighbors to see if they have power. If not, call the local power company. If your neighbors do have power, then the outage is only in your home. Check the main breaker and circuit breakers before contacting NEWHOME.

If there is a power outage in your area, turn off or unplug TVs, computers, and other sensitive electrical items. When power is restored, there may be a surge in the power that could damage them.

Circuit Breakers

Circuit breakers are installed in your main electrical panel, usually located in the garage or basement. The main breaker cuts off the electricity to the entire home and may be located in the breaker panel or outdoors at the meter. Individual breakers in the main electrical panel protect wiring by tripping if the circuit is overloaded. Each breaker is labeled with the area of the home. When working on anything electrical, shut off the breaker to that area.

If an outlet isn't working:

- If it is in the kitchen, bath, garage, or outdoors, check for a tripped GFCI switch.
- If it is in a bedroom, check the “arc fault” breaker in the main electrical panel. This type of breaker is required on bedroom outlets and trip easily.
- It may be a switched outlet, controlled by a wall switch.
- Check the circuit breakers to see if any are tripped. Reset a tripped breaker turning it to full “off,” then to full “on.”

If a circuit breaker trips often or will not reset:

- Unplug everything that is connected to that breaker and reset it. If it still will not reset, the breaker may need replacing.
- If the circuit stays on, you have a defective appliance.

Ground Fault (Circuit) Interrupter (GFI or GFCI)

GFCI circuit breakers are outlets with a “test” and a “reset” button in the middle. They are on kitchen, bathroom, garage, unfinished basements, and outside outlets. These devices are sensitive and trip very easily, which is what they are designed to do. Push the GFCI test and reset buttons once a month.

If you plug a refrigerator or freezer into a GFCI controlled outlet (such as in the garage), it may trip, and the contents will be ruined.

ELECTRICAL SYSTEM (CONTINUED)

Homeowner Responsibilities, Care and Maintenance (Continued)

Light Fixtures

To check light fixtures that are not working, make sure the bulb is screwed in tightly, then use a second bulb to assure that the bulb isn't burned-out or broken. Do not exceed the recommended wattage of fixtures. It's usually stamped on the fixture. Light bulbs are specifically not covered by this Limited Warranty. If an electrician is called to your home for repairs and a burned out light bulb is the problem, *the Homeowner will be charged for the cost of the service call.*

Tarnished fixtures are not covered in the warranty.

When your furnace or air conditioner starts, the lights may flicker or dim, which is normal. This is not an electrical problem.

Outlets and switches

Outlets and switches that become loose or out of alignment are a homeowner responsibility.



Warranty Standards

EL 1

Interior and exterior electrical fixtures and components should operate as intended.

EL 2

Florescent lights operate with a transformer which may cause a buzzing sound. This is normal, however, a loud, continuous hum is not acceptable.

Brick and Stone



Homeowner Responsibilities, Care and Maintenance

Brick and stone are low maintenance, attractive and durable. Cracks, chips, and irregular mortar are common to the products and are not a defect. It is the character of brick and stone to have variations in color, size and location.

A white powdery substance may accumulate on brick. This is called efflorescence. It is common with all brick, and is not a defect. It can be removed, but may return over time.

Over time, brick or stone may require

repairing of the mortar between the brick or stone. Small cracks and minor voids are normal, and must exceed the warranty standards to be repaired by the BUILDER. This is considered long term homeowner maintenance.

Ivy and other ground cover should not be allowed to grow on brick or stone walls. Keep these trimmed back and away from your brick or stone exterior.

Keep the “weep holes,” located throughout brick and stone walls, open.



Warranty Standards

BR 1

Small cracks are common in brick and stone exteriors. Cracks in brick, stone, or mortar should not exceed 1/4 inch in width.

Stucco



Homeowner Responsibilities, Care and Maintenance

Hard coat stucco is a cement product that is attractive and durable, but is subject to minor expansion and contraction. Hairline cracks in the stucco will develop and are not a deficiency.

Inspect the exterior surfaces of your home annually. Caulk all areas where stucco meets a dissimilar material as needed.

Hairline cracks should be repaired to prevent moisture penetration.

A white powdery substance may accumulate on stucco. This is called efflorescence. It is common with stucco, and is not a defect. It can be removed, but may return over time.

Fading, chalking, peeling, checking or cracking due to sunlight, drying or curing, are specifically not covered by this Limited Warranty.

Paint touch-ups to stucco repairs often do not match due to weathering and normal fading of the original paint over time.



Warranty Standards

ST 1

Stucco cracks should not exceed 1/8 inch in width, and will be repaired once during the warranty period.

Siding



Homeowner Responsibilities, Care and Maintenance

Vinyl Siding

Vinyl siding is an attractive, low maintenance siding. Vinyl siding will expand and contract with temperatures changes. Some waviness may occur. This is normal and cannot be prevented.

Vinyl siding is washable. Debris generally does not stick to vinyl siding. Vinyl siding does not need repainting; normal house paint will not adhere to the siding.

Do not place a grill close to the siding. Heat from the grill will melt the siding. If your lawn mower throws a rock, it will put a hole in the siding. If you damage your siding, it can be replaced on an individual piece basis.

Cement/Fiber Siding

Cement fiberboard siding is made from cement and wood fiber. It is moisture resistant, fire resistant, and termite resistant.

Refer to your manufacturer's instructions for cleaning cement fiberboard siding. Use caulk on joints and where siding meets the corner boards. Check the manufacturer's recommendations for a suggested frequency of repainting

Wood Siding

Wood siding will require routine repainting or staining. Frequency depends on climatic conditions. Refer to your manufacturer's instructions for cleaning, restaining, repainting, and caulking wood siding.

Some paint colors may require more frequent repainting. Use caulk on joints and where siding meets the corner boards. Check your manufacturer's specific instructions for staining and painting.



Warranty Standards

- SI 1** Exterior siding should not delaminate.
- SI 2** Some waviness in siding is to be expected. Siding bows should not exceed 1/2 inch in 32 inches.
- SI 3** Visible siding end gaps and joint separations should not exceed 3/16 inch.



Homeowner Responsibilities, Care and Maintenance

A nice, crackling fire can add to the ambiance of your home but will not contribute much heat. Most of the heat goes up the chimney, along with heated air from the room. Most fireplace inserts are supplied with an air intake to the outside for supplying fresh air to the fire for combustion to help minimize this air loss.

There is a flue damper in the chimney and this and the air intake should be open before lighting the fire. They should also be closed when the ashes have cooled, to prevent loss of heat up the chimney.

The firebrick in the insert is not fully cured and the first two or three fires should be small to cure the firebrick. Starting with a big roaring fire the first time can crack the firebrick.

If a gas fire starter is installed it can be used to start a wood fire and should be turned off once the logs are burning well. The gas starter eliminates the need to use kindling or newspaper to start your wood fire. Light the match first and then turn on the gas valve. Always start with a small fire and gradually add wood to build up the fire. The fire starter will have a shut off valve in the gas line in addition to the decorative valve at the hearth. The valve will be either outside at the chimney or in the basement under the hearth.

The fireplace should only be used for burning firewood and never for burning trash. Wait until ashes are completely cooled before removing them.

When wood is burned, it creates a product called creosote. This and other combustion products will accumulate on the lining of the flue. Burning properly seasoned firewood reduces this, but the chimney flue should be checked and cleaned periodically by a qualified technician.

Gas Fireplace (gas log kits)

This type of fireplace has a pilot light, which lights the main flame once a switch is turned on. If the gas log kit is operational, it will be explained during the Preclosing Orientation. Some BUILDERS have the supplier contact the homeowner for an appointment for the final installation and instruction.

Strong winds can create a backdraft in the flue and this may cause a temporary negative draft or may extinguish the pilot. Carefully follow the instructions for relighting the pilot.

Gas fireplaces have an exterior metal vent hood, which will get very hot and should not be touched when the fire is burning.



Warranty Standards

FP 1

Excessive rainwater leakage down the flue should not occur. Minor dripping down the flue is normal during hard rains.

FP 2

The fireplace and chimney should draw properly, and not allow excessive smoke in the home.

Carpeting



Homeowner Responsibilities, Care and Maintenance

Carpet maintenance is dependant on style, color, and brand and will be explained in the guidelines of the manufacturer.

Regular care will extend the life of your carpet. Frequent vacuuming is the most important factor in protecting your carpet. Professional cleaning should be done on a regular basis.

Carpet is manufactured in a maximum width of 12 feet, so seams are normal in most rooms. Carpet seams *do* exist and *will* be visible, and are not a defect. These seams are more visible on low pile carpet, such as berber.



Warranty Standards

CA 1

Wall to wall carpeting should not become loose at the edges, stretch excessively, and seams should not separate.

Hardwood Flooring



Homeowner Responsibilities, Care and Maintenance

In hardwood floor care, preventative maintenance is your most important duty. Refer to your manufacturer's recommendations for proper care of your hardwood floors. You are responsible for maintenance of your hardwood floors.

Vacuum or sweep regularly, especially in high use areas. Use as little water as possible when cleaning your floor. Excessive water from mopping causes wood to expand and will result in warping, especially if the floor gets wet often. Use only manufacturer recommended products to clean your hardwood floors.

Wood floors expand and contract from winter to summer with changes in humidity levels. You may see gaps open in the winter and close in the summer. Expect some shrinkage around heat vents. A humidifier on your furnace may help but not completely eliminate this natural reaction of wood.

Over time the polyurethane coating will wear, especially in high traffic areas and should be recoated by a professional floor expert. Consider using cushioned pads under the feet of your furniture.

Do not use waxes or oil based products on polyurethane finished hardwood floors.



Warranty Standards

WF 1

Wood floorboards should fit tightly, with gaps not exceeding 1/8 inch between boards.

WF 2

Cupping or crowning in hardwood floorboards should not exceed 1/16 inch in depth in a 3 inch span across the width of the board. The BUILDER is not responsible for variations in color, stains, finishes or fillers, nor cupping or crowning caused by exposure to excessive moisture.

Vinyl Floors



Homeowner Responsibilities, Care and Maintenance

Resilient floors, such as vinyl, are low maintenance but do need care. Most resilient flooring has a transparent coating which gives a glossy finish and is hard wearing. Do not wet mop resilient floors with excessive water as water may cause lifting if it gets under the vinyl at the seams or edges. In bathrooms avoid splashing water on the floor from the tub or shower. The joint at the floor is not designed to be a water tight seal, and may cause water to get under the flooring or drip into the basement.

Keep the flooring clean by vacuuming and wiping up stains and any spilled liquids as they occur.

The sub floor under the resilient flooring

is fastened with nails and occasionally a nail head may loosen and show through the flooring. If this happens it can be tapped down with a hammer and a piece of wood over the nail head. Resilient flooring seams may open slightly due to material shrinkage.

Resilient flooring is hard wearing but can be cut or torn by dragging heavy items across it. If moving an appliance, the feet can tear the flooring. If this happens the damage can generally be patched by a professional flooring expert.

The BUILDER is not responsible for discontinued patterns or variations in color of the resilient flooring, or for problems caused by the homeowner's neglect or abuse.



Warranty Standards

VL 1

If nail heads break the surface of vinyl flooring, the BUILDER will repair or replace vinyl floor covering in the damaged area only.

VL 2

Vinyl flooring should not bubble or detach under normal use.

VL 3

Readily visible ridges should not exceed 1/8 inch.

VL 4

Seams gaps should not exceed 1/16 inch width or 1/8 inch where different floor coverings meet.

Tile Floors



Homeowner Responsibilities, Care and Maintenance

Marble, slate, stone and ceramic tiles are durable and decorative. All tile will have variations in color and surface appearance. This is the character of the tile. Marble, slate, and stone will vary in appearance since they are natural products.

It is normal for a gap to occur where tile grout meets another material, such as at the wall base mold or the face of a tub. Grout will not permanently adhere to wood since these dissimilar materials expand and contract differently due to moisture and temperature.

Grout between tiles may crack due to normal settling and drying of your home. This is normal and will not be repaired unless the crack exceeds the warranty standard.

An impact from a dropped item can crack or break the tile. Broken, chipped, or cracked floor tile is not covered by this warranty.



Warranty Standards

TI 3 Tile flooring should not become loose.

TI 4 Grout cracks between floor tiles that exceed $\frac{1}{8}$ inch will be repaired one time within the warranty term. The BUILDER is not responsible for discontinued patterns in tile or discontinued grout color or color matches.

Heating and Air Conditioning in General



Homeowner Responsibilities, Care and Maintenance

Your heating and air conditioning is designed to provide many years of comfort, provided it is operated according to the manufacturer's manual. Changing the filter and keeping the unit clean can extend the life of the unit and result in lower operating costs. At the end of the warranty period you may wish to sign up for a service contract to have the unit professionally maintained.

Inspect your filters **monthly** and clean or replace as required. If your system has disposable filters, you will find the size on the edge of the filter in your furnace. Be sure to install the new filter with the air flow arrow in the correct direction. Permanent plastic mesh filters may be installed. These filters should be cleaned and replaced monthly. You may wish to replace the permanent filters with disposables. It is easier to replace a disposable than to clean a permanent filter.

Failure to clean/replace your filter monthly may damage the unit and void your warranty. If service is requested on your unit and the service man finds that a dirty filter is the source of the problem, *the homeowner will be billed for the service call.*

The thermostat temperature setting controls the furnace or air conditioner, which

will come on automatically when the room temperature varies from this set point. Thermostats are normally accurate within 5 degrees (plus or minus). Raising or lowering the set temperature past the desired temperature will not result in faster heating or cooling.

Heat rises, so temperatures normally vary from floor to floor and even room-to-room in a home, especially during extreme weather conditions. Energy companies suggest setting your thermostat at 78 degrees in summer and 68 degrees in winter.

Registers deliver heated or cooled air throughout the home and return vents circulate air back to the heat and air system. Registers can be partially closed to balance flow from room to room or downstairs to upstairs. Adjust the registers to establish the best balance for your house. Do not block registers or return airflows. Dust will accumulate on the registers and returns over time and can be wiped off with a clean rag.

An unconditioned basement will be humid due to moisture in the materials accumulated during construction. To help remove this humidity from the air, run a portable dehumidifier after closing.

Heating: Gas Forced Air



Homeowner Responsibilities, Care and Maintenance

NEWHOME will explain the operation of your heating and air conditioning system during your Preclosing Orientation.

Carefully read the operating instructions for your furnace. Test your furnace in the fall, before the start of the heating season. If service is required it is better to discover this early.

During the summer season dust will settle in the ducts and on the heating unit. When the furnace is first started you may smell a slight odor. This is normal and should go away in a short period of time. If your furnace is gas fired and you smell a gas odor, shut off the gas at the furnace valve and immediately call the gas company to check the unit.

If you cannot start the furnace, check to make sure that:

- The gas valve is open (parallel to the gas line)
- The control on the thermostat is in the HEAT position and the set temperature is higher than room temperature.
- Make sure the breaker in the electrical panel is not tripped.
- Make sure the power switch is in the ON position.
- Make sure both panels on the front of the furnace are securely in place so that the safety switch behind the panel will allow the furnace to operate.
- Turn the thermostat to OFF and then back to ON.

If your unit still does not operate, call NEWHOME.

A switch, similar to a light switch, is located close to the furnace. In the off position this switch shuts off power to the unit and is usually only used during maintenance service. The switch should be left in the on position at all other times.

Fresh air intake pipes may be installed if your furnace is in a basement. These supply outside air for efficient combustion and should not be blocked or covered.

Ticking or popping noises may be heard as the heated air circulates in the ductwork. This is normal and is caused by the ducts expanding or contracting from changes in temperature.

If a humidifier has been installed on the furnace, refer to the instruction manual for operation and maintenance. Humidifiers create a more comfortable home and help to minimize seasonal swelling and shrinking of wood in your home.

Heating: Heat Pumps



Homeowner Responsibilities, Care and Maintenance

A heat pump will heat your home in the winter and cool your home in the summer; all in one system. Just as its name implies, a heat pump “pumps” or moves heat from one place to another.

In summer, a heat pump moves heat that your home has gained to the outside leaving the air inside cool. In winter, this same system moves heat found in the outside air to the inside to heat your home.

The coils used in a heat pump system operate at lower temperatures than a gas forced-air system, so do not expect dramatic temperature differences in the air coming from the vents. The air coming from the supply vents will typically range from 85 to 90 degrees and the vents will not feel hot, though the air discharged is warmer than the air in the room by as much as 20 degrees.

Supplemental heat is included in heat pump design and is usually electric resistance heat. At very low temperatures, the heat pump will call for supplemental heat to help keep the home comfortable. The temperature at which supplemental heat is called for is usually below 30 degrees Fahrenheit. Although the cost to operate electric resistance heat is higher than normal heat pump operation, supplemental heat called for automatically by the heat pump system contributes very little to the heating bill. However, setting the thermostat above 74 degrees will use a lot of supplemental heat and will be expensive.

Set your thermostat and forget it.

Winter nighttime setbacks are not necessary with heat pumps. In fact, the energy savings from night setbacks may be offset by supplemental heat called for when the thermostat setting is increased the following morning.



Warranty Standards

AH 1

The ASHRAE standard states that your heating system shall be capable of producing an inside temperature of 68 degrees during normal winter conditions in the area where your home is located. The measurement is in the center of each room and at a height of 5 feet above the floor, except in vaulted areas. The standard allows for the system to operate up to 72 hours to reach this temperature. If other standards have been adopted locally, these standards will govern.

AH 2

A loud booming noise in the ductwork should not occur.

AH 3

The ductwork should not separate or become detached.

Air Conditioning



Homeowner Responsibilities, Care and Maintenance

NEWHOME will explain the operation of your air conditioning system during your Preclosing Orientation. Carefully read and follow the manufacturer's instructions on care and use.

The air conditioning system re-circulates and cools the air in your house until the thermostat set temperature is achieved. Air from the outside will cause the cycle to be extended, so doors and windows should be opened as little as possible. The interior of the house, as well as furnishings will absorb heat during the day and will have to be cooled if you set the thermostat at a high temperature when you leave the house. If the thermostat is set back only a few degrees, the house will cool faster when you come home. Keeping windows covered during daylight hours will also help the efficiency of the system

The compressor cools the refrigerant and dissipates heat to the outside. This unit is placed outside the house and requires an unobstructed flow of air. Do not plant shrubs close to the compressor. Keep the compressor housing vents free of debris.

Condensate water is drained through a plastic pipe or tube and these should be checked periodically to make sure they are not clogged. AC units in attics are gravity drained and have a sheet metal pan under them to contain any condensate water. Water in this pan indicates that there is a problem with your air conditioner. The pan has either a drain pipe or a float switch to shut off the unit if too much water is in the pan. If the pan has a drain pipe, make sure that the pipe is not clogged with loose insulation.

AC units in basements may have a pump for the condensate water. These pumps have a float switch that actuates the pump and pumps the water through a clear tube to the outside of your home. A capful of bleach placed in the pump reservoir in the fall will help avoid algae growth in the standing water.

In spring, when the outside air temperature is above 70 degrees, you should test the system. If the system won't start, check to make sure that:

- The control on the thermostat is in the COOL position and the set temperature is lower than room temperature.
- Make sure the breaker in the electrical panel is not tripped.
- Make sure the power switch is in the ON position.
- Make sure both panels on the front of the furnace are securely in place so that the safety switch behind the panel will allow the furnace to operate.
- Check the breaker outside at the compressor.
- Turn the thermostat to OFF and then back to ON. There will be a delay before the system starts.

If your unit still does not operate, call NEWHOME.

Note: Air conditioning is not an emergency and is serviced during regular business hours. Night and weekend service is not available.

Air Conditioning (Continued)



Warranty Standards

AH 4

The ASHRAE standard states that your cooling system shall be capable of producing an inside temperature of 78 degrees under normal summer conditions. The measurement is in the center of each room and at a height of 5 feet above the floor, except in vaulted areas. If the outside temperature exceeds 95 degrees, the differential temperature of 15 degrees is required. The standard allows for the system to operate up to 72 hours to reach this temperature. If other standards have been adopted locally, these standards will govern.

AH 5

Condensate lines and condensate pumps should not leak.

INSULATION SYSTEM



Homeowner Responsibilities, Care and Maintenance

The insulation system in your home is designed to reduce the natural movement of heat. Heat moves from warmer to colder areas. On cold days, warm air from inside tries to get out. On warm days, the hot air outside is trying to get in. Insulation slows this process. The ability of insulation to slow the transfer of heat is measured in R-values. The higher the R-value, the better the insulation material's ability to resist the flow of heat.

When your attic or crawlspace is properly ventilated, a positive air flow is created which allows the house to breathe and helps prevent moisture build-up. In hot weather, proper ventilation prevents the attic from becoming a hot box and transferring unwanted heat down through the attic floor. Check your attic or crawl space annually to make sure the insulation has remained in place so that soffit vents are not blocked. Crawl space vents should be kept open except in extremely cold weather.



Warranty Standards

IU 1

Insulation should be installed between heated and unheated areas.
Insulation batts should not fall out when installed between studs.

IRRIGATION



Homeowner Responsibilities, Care and Maintenance

Typical lawn irrigation systems consist of a control box, distribution lines and heads, electric valves for each zone, and a main water shut off. Read the instruction manual carefully to learn how to program each zone's running time. Watering is best done in the early mornings. (see Landscaping for additional information). Beware of local watering restrictions during dry summers.

The homeowner is responsible for any and all damage to heads caused by vehicles, mowers, or any other damage. *The irrigation system is warranted for 90 days from closing or occupancy, whichever occurs first.* After that time, the homeowner assumes all responsibility.

The irrigation system is installed, heads adjusted, and tested before closing. Thereafter, programming and adjustments are the responsibility of the homeowner.



Warranty Standards

SP 1

Leaks should not occur, unless caused by vehicles, mowers, or other reasons outside the control of the BUILDER. Once programmed by the homeowner, the system should operate as designed.

LANDSCAPING



Homeowner Responsibilities, Care and Maintenance

Once you close on your home, maintaining the landscaped areas around your property is the sole responsibility of the homeowner. Information on caring for lawns, plants and trees is available from local nurseries or home improvements centers. A wealth of information is also available on web sites through the internet. After closing, the BUILDER has no control over the weather or care and maintenance. Therefore grass, plants and trees are not warranted. It is the responsibility of the homeowner to water and maintain the lawn and plants

Plants and Trees

Plants and trees should be alive at the time of closing, thereafter the homeowner must water and care for them. Correct

watering and care is best given by nursery professionals who can specify the needs of each individual species. After closing, the removal of dead trees is the responsibility of the homeowner. If planting new trees or bushes, keep them away from the foundation and clear of the air conditioner units so as not to restrict the air flow. If you have a septic system, do not plant trees or bushes over the drain field.

Lawns

The most common lawns are Bermuda and Fescue. Bermuda comes in a sod form, while fescue is seed and straw. All lawns require a considerable amount of maintenance and care. They need to be mowed, watered, aerated, and fertilized/weed control regularly. Details

Homeowner Responsibilities, Care and Maintenance (Continued)

about when to fertilize and type of treatments can be obtained from a qualified nursery or lawn care professional.

Bermuda is a low maintenance grass which turns brown in the winter when it goes dormant. It will spread through underground runners and the lines between the sod will fill in and disappear. If a small dead area appears, go to a local nursery and purchase sand to put in the dead area. This will promote growth into the area.

After closing, water newly laid bermuda sod regularly every day or two for 2 to 3 weeks. The best time to water is in the early morning. The roots need to grow into the dirt for the lawn to stay healthy. Until the roots grow into the dirt, the sod will be loose and could slide or move. Avoid walking on newly placed sod.

Fescue grass comes in a seed form. The BUILDER will have the lawn seeded and strawed at the time of closing. Thereafter, the homeowner must water to get the seed to germinate. Keep seed wet for about two weeks and the seed will start to germinate. After germination, fescue requires one to two inches of water per week. After closing, if a thunderstorm washes away the seed, it is the homeowner's responsibility to reseed. There will be areas that do not germinate completely. These areas should be reseeded and strawed by the homeowner. Erosion ruts may occur until the seed germinates. Rake these over and reseed and straw.

Fescue does not spread like bermuda. Fescue should be over-seeded every fall in order to fill in areas and promote a full healthy lawn. The best time is mid September through mid November.

Specialty lawns such as centipede or zoysia require special care. Consult a nursery or lawn care professional for detailed care and maintenance.

Erosion and settling

Some settling may occur in your yard and around the foundation especially after heavy rains. Erosion may occur particularly in newly seeded yards. Erosion is a homeowner responsibility.

Your yard is graded with slopes and swales to route water off of your lot. If settling occurs, the BUILDER will fill the area if the settlement interferes with the drainage of the yard. If you change the grading to your lot in any way, the BUILDER has no responsibility and the homeowner is responsible for any related problems. The homeowner is responsible for maintaining drainage away from the home.

Standing water may remain up to 48 hours after a rain and is not preventable nor warranted.

Non-landscaped areas of your property are the sole responsibility of the homeowner including any water related damage. These areas are left undisturbed by the BUILDER, with trees and brush left as is. Removal of any debris in these areas must be noted prior to closing.

LANDSCAPING (CONTINUED)



Warranty Standards

LS 1

Crawl spaces should be graded to prevent water from accumulating deeper than $\frac{3}{4}$ inch and larger than 36 inches in diameter.

LS 2

If settling occurs in a way that interferes with drainage, the BUILDER will provide fill dirt one time only during the warranty term. The homeowner shall be responsible for any trees, grass, shrubs, or lawn sprinkler systems affected by placement of such fill.

PAINT



Homeowner Responsibilities, Care and Maintenance

Paint is not warranted. There is no touch up after closing. Your BUILDER will supply you with the color formulas or paint samples of your interior paint. This will allow you to touch up any move-in marks or other occupancy damage.

Dark colors and semi-gloss, gloss, or eggshell paints are difficult to match when touching up. This is the case even when using the original paint out of the original can. You may need to paint the whole wall when doing a small touch up. If you have textured or faux paint, a professional may be required to do touch up. The BUILDER will not touch up or repaint special paint or faux paint in the case of painting required as a result of another warranty repair. The BUILDER will only repaint with the original paint. Touch ups will be visible, especially if the light reflects off of the wall when looking at the wall from an angle. This is the nature of paint and is not a defect.

Even the best quality paint, particularly exterior paint, can crack, chip or peel.

This does not indicate a defect in the paint or application but is most often caused by other sources, such as allowing lawn sprinklers to hit painted areas, washing down painted areas, etc. Inside, do not scrub latex painted walls, and be aware of the newly painted walls as you are moving furniture. Any defects with interior painting and/or staining that are not noted at the Preclosing Orientation are not covered by this warranty.

Hairline separations in painted woodwork are normal and are the homeowner's responsibility to maintain with caulk and paint.

Wood grain may be visible on painted wood surfaces, especially on exterior wood. This is common and is not a defect.

Exterior foundation paint is not warranted and must be maintained by the homeowner as the ground settles and as water splashes dirt onto the surface and discolors or loosens paint.

PANELING



Homeowner Responsibilities, Care and Maintenance

Paneling such as Judge's Paneling or Wainscot are often installed in formal dining rooms. Some dens or studies may have stained paneling.

Painted paneling can be touched up using your trim paint to cover move-in or occupancy damage. Joints that separate can be filled using a white caulk.

Stained paneling is similar in nature and care to cabinets. Nicks and scratches can be touched up with special putty crayons available in most home centers or cabinet companies.



Warranty Standards

TC 4

Gaps between wood elements should not exceed 1/8 inch.

The plumbing system in your home consists of water supply lines, sewer drain lines, plumbing fixtures and septic system (if applicable).



Homeowner Responsibilities, Care and Maintenance

Water Supply System

The water supply system consists of the supply line connected to the Water Company's meter. The supply line is buried in your yard and distributes though your house to all of the fixtures. These lines may be copper or plastic.

The most important valve in your house is the main water shut off valve. It is located where the line enters your home and is pointed out during your Preclosing Orientation. *Make sure that your entire family knows where this valve is located.* If you have a leak which you cannot stop, shut off this valve which will shut off the entire house water supply. An additional shut off is located in the water meter box located near the curb in your yard.

Next to the main water shut off valve is a pressure regulator which controls the pressure in your home. Street pressure may vary and the pressure regulator keeps the house pressure constant. It is normally set between 50 and 60 psi. Do not adjust this regulator, you will void your warranty. Pressure adjustments must be done by the plumbing contractor.

All exterior hose bibs have inside shut off valves. These are pointed out during the preclosing orientation. In the winter, these should be shut off inside the house and open the valve on the outside of the house to prevent freezing. In a hard freeze, the water in the faucet outside will freeze and rupture the valve.

Freezing of hose bibs and any damage is not covered in the warranty. It is a

homeowner responsibility to "winterize" your home. We suggest that you shut them off in the Fall and turn them on in the Spring as a general rule.

Shut off valves are installed under every sink and behind every toilet. These are pointed out during the preclosing orientation, and can be shut off if any leak is found.

Your plumbing system may make noise when pipes warm and expand or water runs though the drain lines in your home. Also, outside hose valves have code required backflow preventers that will make noise when water flows through them. These conditions are normal and are not a defect.

Sewer System

The sewer drain piping in your home is a white PVC pipe that connects to each fixture and exits your house in one line. This line is buried in your yard and connects to the public sewer or septic system.

There are one or more sewer access pipes, generally in your yard or basement. These allow for cleanout if the main line is plugged. If you have a clog in the main line, the water will back up into your home and will first be seen at the lowest fixture in your home. Removing the cap on the sewer access pipe will allow backed up water to discharge. If you do have a main line plug up, call NEWHOME. If the plumber finds that the plug up is caused by non-construction debris, *you will be billed for the service call.*

Homeowner Responsibilities, Care and Maintenance (Continued)

Basement baths may have a sump pump system if the discharge height of the main sewer line is above the basement floor level. This consists of a canister with a pump in the floor. Toilet, tub, and sink drains are connected to this canister. A pump in the canister operates with a float switch to pump the effluent up into the house sewer system. Check to make sure that this is always plugged in and the discharge valve is open.

Septic Systems

Septic systems take the discharge from your home and distribute it to a drain field. Septic systems are not an exact science, and will vary in performance based on the amount of wastewater your home generates, and the ability of the soil to absorb it. We suggest you contact your local health department to answer any questions on septic systems in your area.

Problems can occur with your septic system due to any of the following causes.

DO NOT:

- Pour cooking grease into your system
- Put anything in your system that is not biodegradable
- Use excessive amounts of water
- Use harsh cleaning detergents, only use low phosphorous products
- Plant anything over the drain field or components

A conventional gravity fed system consists of a primary tank and drain fields. The primary tank serves to “treat” the effluent prior to discharging into the field lines. Bacteria consumes the majority of the solids, however suspended solids will settle to the bottom of the tank. Your primary tank should be pumped every 3 to 5 years to remove these solids. The location of your septic tank will be on file with your county office.

When the field lines are installed above the level of the primary tank, a pump system is installed to pump the effluent from the primary tank to the drain field. The pump is actuated by a float switch. Typically the pump tank holds about 1000 gallons and is set to pump at 300 gallons. A high level alarm is set to go off when the tank reaches about 500 gallons or 50% of its total capacity. The alarm has a light and audible alarm to alert you that the tank is at a high level.

If your high level alarm comes on, first press the silent button. The cause may be a pump failure or just excess water from your home or rain water backflowing through the field lines in times of heavy rains. Check the breaker in the panel or there may be a GFCI switch at the pump. If after 30 minutes, the alarm has not stopped, call NEWHOME. Until it can be checked by a technician, use as little water as possible. Do not do laundry or wash dishes, and minimize showers and baths.

Fixtures

Aerators are installed on all sink faucets. These have a screen that may collect sand, grit or debris over time. If your sinks are flowing slowly, it is probably debris build-up on the screen, not the water pressure in your home. These can be removed by unscrewing the aerator from the faucet and cleaning the screen. Replace the aerator carefully and do not force the threads.

Sinks and showers have flow restrictors installed as water savers. Check for debris build-up on the strainers of the shower heads if flow seems exceedingly low.

Homeowner Responsibilities, Care and Maintenance (Continued)

Slow draining sinks are often caused by a build-up of soap and hair at the sink stopper lever inside the drain. To clear this, remove the nut on the back of the drain under the sink and pull out the stopper lever. Place a pan under the “U” trap pipe and remove it with your hands. Dump the contents and replace the U trap and the stopper lever. A leak under a sink is often caused by the drain pipe connections being loose. These are hand tightened nuts and should be checked occasionally to assure that they are tight.

All toilets are “low flow” as required by the government. These are intended to save water, however the capacity of 1.6 gallons per flush causes them to plug up easily. By holding the handle down through the entire flush, the total reservoir is used which yields a slightly better flush. We suggest that you purchase a plunger. Even excess toilet paper may plug up these toilets. *If the toilets are clogged and the serviceman finds non construction debris as the cause, the homeowner will be billed.*

Check the water level in the toilet reservoir regularly as it may creep up or down over time. Keep the water level about 1 inch below the top of the overflow tube. All toilet adjustments are the responsibility of the homeowner.

If you have a jetted tub the water level should always be at least 2 inches above the jets. Running the tub without enough water may cause water to spray outside the tub. Running it with no

water will damage the pump. Cleaning should be done with a mild nonabrasive liquid detergent. Never use oil based additives in a jetted tub. Manufacturers recommend purging the tub at regular intervals. Check with your manufacturer through their website for the correct type of treatment and frequency. Jetted tubs have a dedicated GFCI switch which is generally located on the bathroom wall or the breaker panel. If your tub does not work, check and reset the GFCI.

While using your tub or shower, water may be splashed out and onto the floor. Avoid this and quickly wipe up any water on the floor. The joint between the floor and tub is not designed as a waterproof joint and water may leak through into the subfloor or basement.

When leaving on vacation or long periods away from your home it is a good idea to shut off the water to your washing machine. Also, braided hoses are recommended to avoid hose breaks.

If your dishwasher is leaking, first call the manufacturer on the 800 number in the owner’s manual. Only the manufacturer can fix a problem within the dishwasher.

If your garbage disposal clogs or jams, it is a homeowner responsibility. These are checked at the preclosing orientation and are only warranted through the manufacturer. Every disposal has a red reset button on the bottom or side that will trip if overloaded. Check this button

if the disposal is not working. Never put bones, corn husks, or stringy fibrous material in a disposal, and do not use a caustic drain opener. Do not rinse fats or oils down the drain. These will solidify and cause clogs.

Faucets, handles, toilet seats and other fixtures are not warranted for cosmetic issues or damage. Tarnishing, peeling,

and stains are a homeowner responsibility. Cleaning recommendations vary with the type of finish and manufacturer. Contact the manufacturer online to get detailed care and cleaning instructions. Chips or scratches in tubs, showers or sinks must be noted prior to closing. Thereafter, tubs, showers and sinks are not warranted for chips, scratches or other cosmetic damage.



Warranty Standards

- PL 1** Water pipes should not freeze, during normally anticipated cold weather, and as defined by the ASHRAE Handbook. Outside hose bibs *must* be shut off in the winter by the homeowner to avoid freezing.
- PL 2** Your water system should not fail to deliver water when supply to the home is adequate.
- PL 3** Valves and faucets should not leak.
- PL 4** Supply lines and sewer drain lines should not leak.
- PL 5** Sewers and drains should not clog. If non-construction debris is the cause, the homeowner will be billed for any service calls.



Homeowner Responsibilities, Care and Maintenance

Your home's roofing system consists of roofing felt, shingles, flashing, vents and louvers, gutters and downspouts. Minimize walking on your roof, and never get on a roof when it is wet. The BUILDER is not responsible for any damages caused by walking on the roof or installing a TV dish, skylight, or other appliance on a roof.

Plywood or Oriented Strand Board sheathing is installed over the rafters and the felt and shingles are installed over the sheathing. Roofing will not be perfectly flat, however bowing or waviness should not exceed 1/2 inch in 24 inches at time of closing.

Shingles applied in cool or cold weather may not lie down completely. Warming of the sun will normally set the shingles. Severe winds may lift up some shingles, but they should lie down after warm weather. **Any damage to shingles occurring from storms with high winds over 50 mph is not covered by the warranty.** Also, wind driven rain may enter through roof vents or louvers and is not covered by the warranty. Shingle manufacturers warrant their product beyond the One Year BUILDER's Limited Warranty. Any claims on the shingles after the one year warranty should be addressed with the manufacturer.

Metal flashing is installed where shingles

meet vertical surfaces or siding. Flashing will be visible. The flashing prevents water from penetrating where shingles interface with other materials. Metal bay tops may be sealed to your home with a caulking or sealant which will be visible. Resealing or caulking is a homeowner responsibility.

Gutters and downspouts route water off of your roof and away from your home. Gutters are generally installed flat with no pitch as an industry practice. Water may stand in your gutters up to one inch and is not a defect. Leaking gutter joints may be caulked with gutter caulk. It is the homeowner's responsibility to keep the gutters free of leaves and debris, as well as ice or snow build up. Gutters will overflow in a heavy rain, or if they are not free of debris.

Downspouts may be discharged onto concrete, splash blocks, or be piped to a remote discharge. Keep your splash blocks in place to avoid erosion. Gutters and downspouts clogged with leaves, pine straw, or debris are a homeowner responsibility.

If you have a roof leak, try to locate and isolate the leak. Use towels or buckets to contain the water and minimize the damage. Roof leaks cannot be repaired when wet or when ice or snow is on the roofing materials. Repairs cannot be made at night or outside of normal working hours.



Warranty Standards

RO 1

Gutters should not leak at joints or connections, but may overflow during a heavy rain.

RO 2

Roofing and flashing should not leak under normal conditions.

SECURITY SYSTEMS



Homeowner Responsibilities, Care and Maintenance

If a security system is included from the BUILDER, it consists of prewiring to all downstairs windows and doors. Some BUILDERS include the basic hardware so that the system only needs start up and monitoring. In either case, the homeowner may contact any security company to install hardware if not included by the BUILDER, as well as

set up the system, and supply monthly monitoring.

Read the manual carefully to fully understand how to operate the system. For any problem with the security system, contact your security company, not the BUILDER or NEWHOME. Function of the system is warranted by the service provider.



Warranty Standards

SC 1

Security wiring to windows and doors should be complete and operational at time of closing. Broken wiring due to hardware installation or occupancy damage is not covered by the warranty.

SHELVING



Homeowner Responsibilities, Care and Maintenance

Closet shelving is generally wire shelving, or may be wood. Wire shelving is secured to the drywall with anchors and brackets. Be very careful when you hang clothes and/or place items on the shelves. If you overload the shelving, it will pull loose from the drywall and fall.

Wood shelves, as well, can be overloaded causing the shelves to bow down or the clips to pull out of the holes.

Shelving which is overloaded and falls is not covered in the warranty.



Homeowner Responsibilities, Care and Maintenance

Water Heaters in general

Water heaters are either gas or electric powered. Each water heater has a cold water shut off valve above it which allows you to shut off the hot water only in your home. If you shut off this valve, also shut off the gas or shut off the breaker on electric models. A pressure relief valve is installed to allow any excess pressure to be released to the outdoors.

A drain valve is located near the bottom of the water heater. Manufacturers recommend that water heaters be flushed about once a year to remove sediment build up in the bottom. Attach a garden hose to this valve and open it with a screw driver to flush your water heater.

The amount of time it takes to get hot water at any fixture is dependent on the length of pipe from the water heater to each fixture. This can not be changed, however since tubs do not have flow restrictors, the flow is faster than a sink or shower. Running the tub hot water will move the water quicker through the lines than a sink or shower.

Gas Water Heaters

The temperature setting is easily adjusted on gas water heaters. A dial on the face of the unit can be turned to the setting that you prefer. Generally, the setting should be at the mid position, usually at the triangle symbol or white rectangle symbol. However, please beware,

setting the temperature above this could cause burns to your skin. The water temperature can be turned down to its lowest setting if you are going on vacation or will be away from your home for an extended time.

If you smell gas, shut off the gas at the supply valve, call your gas company, then NEWHOME.

If you do not have hot water or the water is not warm, check the pilot light. Remove the lower panel and look in the view port to see if there is a pilot light burning. If the pilot light is out, follow the relighting instructions on the face of the water heater.

Do not store any flammable items on or near your gas water heater.

Electric Water Heaters

Electric water heaters are factory set for a temperature of about 120 degrees. Changing this temperature can be done by removing the panels covering the heating elements. Read the instructions in the manufacturer's manual before attempting this, and shut the power off to the water heater when working on it. However, please beware, setting the temperature above this could cause burns to your skin.

If you have no hot water or the water is only warm, check the breaker in the panel, and make sure that the service disconnect is in the ON position.



Warranty Standards

WH 1

Water heaters should supply hot water to all fixtures at a minimum temperature of 120° F, measured at the discharge of the water heater.



Homeowner Responsibilities, Care and Maintenance

Windows come in a variety of sizes, shapes and construction. They may be made of wood, metal, vinyl or a combination.

Most windows have a tilt out function which allows you to easily clean the outside without getting on a ladder. This is demonstrated at the Preclosing Orientation.

Windows should operate with reasonable ease at the time of closing. Thereafter, windows may stick, especially wood sash windows. The joint between the upper and lower sash may stick over time. It is the homeowner's responsibility to free up windows after closing. Spraying the runners with a spray wax or silicone will minimize the sticking and make the windows run up and down easier.

Thermal pane or double pane windows may show condensation on them. If this moisture is on the interior or exterior of the glass, it is normal condensation from differences in temperature and humidity. If the moisture will not wipe off, it is between the panes of glass. This means that the vacuum seal between the panes

has failed. If this is the case the BUILDER will replace the sash.

Over time, the springs holding up the upper sash may stretch causing the upper sash to fall when the window is opened. Most wood sash windows have an adjustment screw on the spring clip for this. Remove the sash and tighten the adjustment screw.

Broken, chipped, or cracked glass is not covered by the warranty. Glass damage must be noted on the preclosing orientation to be repaired.

Weather stripping is installed on the moving sash of windows. This prevents air and water intrusion. However, some air penetration is normal in all windows and is not a defect. High winds and heavy rains may cause minor water entry. On metal or vinyl windows, check to make sure the weep holes at the bottom of the frame are not blocked.

Window screens, if installed by the BUILDER, are not covered by the warranty after closing.



Warranty Standards

- WI 1** Windows should lock securely.
- WI 2** Windows should not leak under normal weather conditions.
- WI 3** Windows should operate with reasonable ease at the time of closing. Vertical windows should require a maximum operating force of 35 pounds. Horizontal sliding windows should require a maximum operating force of 25 pounds.
- WI 4** Double-paned glass should not form condensation between the panes.



Homeowner Responsibilities, Care and Maintenance

Exterior wood such as columns, window and door trim, soffits and facias, and corner boards require more homeowner maintenance than interior wood due to the exposure to the elements. Sun, wind, rain, and temperature changes will require caulking, painting and refinishing of exterior wood. Some exterior wood such as corner boards and panels have natural knots, wane, and mill marks. These are normal and within the grading standards for this exterior wood. Wood grain will be visible on exterior wood, especially wood paneling.

You should plan on refinishing wood doors after one or two years depending on how much exposure they receive from the sun and rain.

Exterior trim boards will develop small cracks and splits as the wood dries out. These are a homeowner maintenance responsibility.

Wood may bow or twist over time and is only warranted if the bow or twist exceeds the warranty standards noted below.

For porch rails and floors, see the Deck section.



Warranty Standards

TC 1

Splits and gaps in exterior wood should not exceed $\frac{3}{8}$ inch. Caulking is an acceptable repair.

TC 2

Bows and twists in your exterior trim should not exceed $\frac{3}{8}$ inch in an 8 foot section.



Homeowner Responsibilities, Care and Maintenance

Floor Squeaks

The most common floor squeak is from carpet and pad noise. This is normal and is not a defect. Squeaks will occur in your floors and may come and go as your home settles, dries, and humidity changes with the seasons. Floor squeaks are common and are not covered by the warranty, unless caused by loose sub floor.

The support beneath your floor covering on upper floors and homes not on a concrete slab, is either plywood or oriented strand board. Hardwood floors are nailed to this and carpet is secured with tack strips around the perimeter. If this subfloor becomes loose and moves with respect to the floor joist, a clear

identifiable noise will result. Loose subfloor is covered in the warranty if it causes squeaks.

Interior Trim

Interior wood trim is installed in your home for beauty and protection. Generally, wood trim is painted white. As your home dries, cracks may appear and joints may open. Since they are white, they are clearly visible. White latex caulk can be applied to these gaps to eliminate them. Latex caulk is paintable, however the caulk may match close enough that painting would not be required.

See the Paneling section, for stained wood.



Warranty Standards

TC 3

Gaps in trim at doors, windows, base mold, crown mold, and chair rails should not exceed $\frac{1}{8}$ inch in width. Caulking is used to remedy these gaps. An exact color match is not guaranteed.

FL 1

Wood subfloors, regardless of the floor covering, should not have more than a $\frac{3}{8}$ inch ridge or depression within 32 inch measurement when measured parallel to the floor joists, or be out of level by more than $\frac{1}{2}$ inch higher or lower than any other point on the surface within 20 feet.

FL 2

Subflooring should not become loose. The BUILDER will secure any loose subfloors or take other corrective action to eliminate squeaking to the extent possible *within reasonable repair capability without removing the floor covering.*

Section 2

NON-WARRANTED CONDITIONS

This Limited Warranty covers only those items specifically described in Section I above:

A. THIS LIMITED WARRANTY IS THE ONLY ONE-YEAR WARRANTY APPLICABLE TO THIS HOME AND PROPERTY. THERE ARE NO EXPRESS WARRANTIES OR IMPLIED WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, COVERING THE HOME OR THE PROPERTY ON WHICH IT IS BUILT EXCEPT AS SPECIFICALLY PROVIDED HEREIN, AND TO THE FULLEST EXTENT PERMITTED BY LAW, THE BUILDER SHALL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES RELATING TO OR RESULTING FROM ANY DAMAGE TO OR DEFECT IN SAID HOME OR THE PROPERTY ON WHICH IT IS BUILT. HOWEVER, NOTHING CONTAINED HEREIN SHALL LIMIT ANY OF THE OWNER'S RIGHTS BY VIRTUE OF APPLICABLE FEDERAL OR STATE LAWS.

B. Specific Description of Certain Non-Warranted Items

The following specifically describes items which are not covered by this Limited Warranty.

Failure to include or to specifically exclude any item in this section shall not create any presumption or implication that the item is covered by this Limited Warranty.

C. Manufacturer's Warranties

The BUILDER assigns the OWNER warranties for appliances furnished by the manufacturer. Any rights of the OWNER under those warranties are only provided by the manufacturers. The BUILDER does not assume any obligations under those manufacturer's warranties. The OWNER is given the registration forms to register the items listed below with the manufacturers. It is solely the OWNER's responsibility to register with the manufacturer. The ONLY warranty on those items is the manufacturer's warranty. Contact the manufacturer directly for the following:

1. Dishwasher
2. Garbage Disposal
3. Trash Compactor
4. Ovens and cooktops
5. Microwave
6. Kitchen Vent Fan

NON-WARRANTED CONDITIONS

In addition to all of the limitations on the coverage of this Limited Warranty, the following items are specifically not covered:

1. Any damage or defects resulting from acts of Nature (including flooding) are not warranted and should be handled through the OWNER'S home insurance.
2. The BUILDER shall not be responsible for any work or material supplied by the homeowner.
3. Damage to real property (land), landscaping, trees and vegetation which is not a part of the home.
4. Bodily or personal injury, damage to personal property, or damage to any property of others.
5. Any loss or damage that the homeowner has not taken appropriate action to minimize as soon as possible, or caused by failure to maintain the home.
6. Any defect in, or defect caused by material or work supplied by anyone other than the BUILDER or his employees, agents or subcontractors. Work by unauthorized contractors will void the warranty.
7. Loss of use, loss of opportunity, loss of market value, loss of rental value or any other similar consequential loss.
8. Defects in the home or any property that were not included in the original home delivered for the original sales price.
9. Damage to personal property as well as consequential, incidental or secondary damages.
10. Any damage as a result of changes in the level of the underground water table that were not reasonably foreseeable at the time of construction of the home, or soil movement which was not reasonably predictable through reasonable soil testing or other geological investigation at the time of construction, including springs that may open up after construction of the home.
11. Issues for which compensation is otherwise provided by legislation or which is covered by other insurance or public funds.
12. Any painting done by the BUILDER may not match the existing area. An exact paint match is not guaranteed. The BUILDER is obligated to paint the affected area only, not an entire wall or section. The BUILDER will only repaint with the original paint, if available, or a substitute chosen by the BUILDER. When repairing or replacing any item the BUILDER will attempt to match the original color or material, except if an item was custom-ordered. Due to natural fading, weathering, discontinued items, etc, the BUILDER cannot and does not guarantee color matches. The BUILDER is not responsible for changes in colors or patterns or discontinued items or items outside of the original construction.

NON-WARRANTED CONDITIONS (CONTINUED)

13. Bricks will discolor due weathering. The color of bricks is specifically not warranted.
14. Exterior and interior caulking will crack or discolor. This is normal and is not warranted. All caulking is a homeowner responsibility.
15. Floor squeaks are specifically not warranted. It is impossible to eliminate all floor squeaks.
16. Fungus or mildew may form on painted surfaces if the structure is exposed to excessive moisture from the environment. Mildew and/or fungus formation is a condition that cannot be controlled by BUILDER and is a homeowner maintenance item.
17. Frozen pipes are not warranted, except as stated in Section I. Under no circumstances are frozen outdoor spigots warranted. During cold weather the inside valve to the outdoor hose spigot must be closed and the outside valve opened to prevent freezing to the pipes. Any resulting burst pipes are a homeowner responsibility and not covered by this Limited Warranty.
18. If an electrician is called to the home and the problem is a tripped Ground Fault Circuit Interrupter, a tripped Circuit Breaker, or a burned out light bulb, the homeowner will be billed for the service call.
19. All cosmetic issues are the homeowner's responsibility. Any chips, scratches or damage on any item in the home which is not noted prior to closing is not covered by this Limited Warranty.
20. Chips and cracks on surfaces of bathtubs, sinks, toilets, etc. are not warranted and must be reported prior to closing.
21. Any damage to glass or mirrors not noted on the Preclosing Orientation are not warranted.
22. Damage to or any defects in garage and exterior concrete, including driveways, walkways, patios, retaining walls. Concrete is expected to crack, settle, and separate and is not warranted except as specifically noted in Section I
23. Any damage to the extent it is caused or made worse by:
 - Negligence, improper maintenance or improper operation by anyone other than the BUILDER or its employees, agents or subcontractors.
 - Failure by the homeowner to give prompt and proper notice of defects.
 - Loss or damage not caused by the BUILDER or its employees, agents or subcontractors.
 - Loss or damage externally caused including but not limited to Acts of Nature, riot or civil commotion, fire, explosion, smoke, water, hail, lightning, tornados, hurricanes, fallen trees or other objects, aircraft, vehicles, flood, rising water, mud slides, earthquakes, volcanic eruption, abuse or use of the home, or any part thereof, or by any other external cause.
 - The presence of animals, insects, birds or rodents and any damage from such.

NON-WARRANTED CONDITIONS (CONTINUED)

- Any loss or damage from the use of the home for nonresidential purposes.
 - Any condition which does not result in actual physical damage to the home, such as the presence of radon gas, mold, formaldehyde, or other toxic materials.
 - Cost of shelter, transportation, food, moving, storage, or other incidental expenses related to inconvenience or relocation during repair or any other costs due to loss of use.
 - Any claim reported after unreasonable delay.
 - Normal wear and tear and deterioration.
 - Dampness or condensation due to failure of the homeowner to maintain adequate ventilation.
 - Failure by the homeowner to comply with the warranty requirements of manufacturers of appliances, equipment or fixtures.
24. Your BUILDER has no obligation to perform warranty work due to failure of homeowner to provide reasonable access to the home, or schedule work within a reasonable time period or refusal to allow work to be performed. The homeowner must permit reasonable access to their home to the BUILDER, or its employees, or subcontractors during regular business hours, Monday through Friday for purposes of inspection or repairs.

Section 3

SPECIAL PROVISIONS

1. To correct any problem covered by this Limited Warranty, the BUILDER, at its sole discretion may repair, replace, or pay the OWNER the reasonable cost of repairing or replacing the defective item, notwithstanding anything else contained herein.
2. The BUILDER'S total liability for deficiencies under this Limited Warranty is limited to the purchase price of the home, notwithstanding anything else contained herein.
3. Any repair or replacement to correct defects will not extend the term of this One Year Limited Warranty beyond its original termination date.
4. If the BUILDER repairs or replaces, or pays the reasonable cost of repairing or replacing, any defect covered by this Limited Warranty which is covered by any other insurance or warranty, the OWNER must, upon written request by the BUILDER, assign the proceeds of such insurance or the rights under such warranties to the BUILDER, to the extent of the cost incurred by the BUILDER of any such repair, replacement or payment.
5. Should any provision of this Limited Warranty be deemed unenforceable by a court of competent jurisdiction, that determination will not affect the enforceability of the remaining provisions.
6. This Limited Warranty is to be governed by and construed in accordance with the laws of the state in which the home is located.
7. This Limited Warranty may not be amended or modified in any way, except with a written amendment signed by the BUILDER, the OWNER and NEWHOME.
8. If the BUILDER chooses to discuss, address, repair, or replace any non-warrantable condition, the BUILDER is not obligated, represented, promised or committed to discuss, address, repair, or replace, any other non-warrantable condition thereafter.
9. This Limited Warranty contains the entire express one-year warranty granted by the BUILDER to the OWNER and supersedes any previous contracts, agreements and/or representations relating to warranties, whether oral or written. OWNER acknowledges that the BUILDER has made no representations, promises, warranties or agreements whatsoever concerning the home or the property on which it is located which are not stated herein. Except as expressly stated above, the BUILDER disclaims any and all representations and warranties, including any warranties of merchantability and fitness for a particular purpose. In no event will OWNER be entitled to indirect, incidental or consequential damages based on any breach, default or negligence of the BUILDER.
10. This limited warranty gives specific legal rights to the owner. Other legal rights, which vary from state to state, may also be available.

Section 4

PROCEDURE FOR MEDIATION AND ARBITRATION

Mediation Process

Should OWNER disagree with the BUILDER'S decision to deny work requests, the OWNER may REQUEST Mediation with the BUILDER. NEWHOME will select a party knowledgeable in residential construction to conduct the Mediation. However, unless agreed upon otherwise by both OWNER and the BUILDER, the Mediator shall not be an Employee, Officer or Agent of the BUILDER or NEWHOME. OWNER and BUILDER will each pay one-half of the cost of the Mediation.

NEWHOME'S Mediation Process will begin by OWNER contacting NEWHOME in writing with a request to Mediate a Warranty Dispute. Once the request is made to NEWHOME, the Mediation Process will be conducted in the following sequence of events.

- A. NEWHOME will notify BUILDER in writing that OWNER has requested Mediation.
- B. NEWHOME will appoint a Mediator.
- C. Mediator will schedule a visit to the OWNER'S home to view and document the Warranty Dispute.
- D. Upon completion of the Mediator's inspection, the Mediator will contact the BUILDER to discuss the dispute with the BUILDER.
- E. Mediator will contact the OWNER to schedule a time for the OWNER and the BUILDER to meet at a location designated by the Mediator.
- F. Both parties agree to maintain the confidentiality of the Mediation Process.

Arbitration Process

1. If the parties are unable to resolve their dispute through Mediation, either party may request Arbitration. Such request shall be made to NEWHOME in writing and within thirty (30) days of the Mediation meeting. NEWHOME will then appoint an Arbitrator and inform the parties of the identity of such Arbitrator and supply both parties with information regarding the Arbitration Process, such as required submissions, fees and procedures. All fees of the arbitration shall be shared equally by the OWNER and the BUILDER unless the Arbitrator rules otherwise.

PROCEDURE FOR MEDIATION AND ARBITRATION (CONTINUED)

2. The Arbitration Process will be conducted in accordance with the rules and regulations of the Arbitrator conducting the Arbitration. The parties will conduct the Arbitration Hearing no later than sixty (60) days following receipt by the arbitrator of the demand for arbitration. The Arbitrator shall consider the terms and conditions of the Limited Warranty and any relevant evidence and testimony and shall render its decision within thirty (30) days following conclusion of the Hearing. The decision of the Arbitrator shall be in writing and shall be final and binding upon the parties. Any such decision may be filed in a court of competent jurisdiction and may be enforced by either party as a final judgment in such court. The expenses of arbitration shall be borne equally by the parties unless the Arbitrator rules otherwise. The Arbitrator shall also furnish NEWHOME with a copy of the Arbitrator's written decision.

The OWNER, the BUILDER and NEWHOME shall execute such reasonable documents as may be required by the Mediator or the Arbitrator, including but not limited to, documents regarding the confidentiality of communications and documents.

Section 5

BUILDER'S LIMITED WARRANTY ACKNOWLEDGEMENT OF UNDERSTANDING AND AGREEMENT

The undersigned acknowledge that we have received a copy, read, understand, and agree to the terms and conditions of the foregoing Limited Warranty.

The undersigned additionally acknowledge that we have read and understand the specific limitations on the coverage of this limited warranty contained in Section 3.

The undersigned understand and agree that these are the only conditions for which we have contracted, and that we will not hold the BUILDER liable for any conditions beyond those specifically listed in this Limited Warranty.

This acknowledgement of understanding and acceptance should be signed and returned to builder.

BUILDER's Name: _____

This contract contains a binding arbitration provision that may be enforced by either party.

Owner's Signature: _____ Date: _____

Owner's Signature: _____ Date: _____

Home Address: _____
