

Vigil Construction Inc

Homeowner's Warranty Manual

40849 High st. Fremont Ca 94538



This Homeowner Warranty Guide has been written exclusively for Vigil Construction Inc,

HighTown Development in Fremont CA

This Warranty guide is written based on commonly accepted industry standards for building component maintenance and assumes normal use in average environmental and weather conditions. It is the responsibility of the homeowner to read the manufacturer's documentation and warranty information that came with the products installed in their home.

In the event of a conflict between the guidelines in this maintenance guide and those provided by the manufacturer of any component in a home, the manufacturer's guidelines prevail. All of the products mentioned in this maintenance guide may not be installed in every home; conversely, all products and components in a home may not be addressed in this maintenance guide. It is the homeowner's responsibility to become familiar with the actual products and components installed in their home.



Homeowner Warranty Information

Home Owner:

Date of owner possession:

Date of Occupancy:

Property address:

APN#

ACKNOWLEDGMENT

Buyer acknowledges receipt of this New Home Owners Warranty from Vigil Construction Inc and understands and is in agreement with, the construction quality standards, acceptable tolerance's, warranty period, service procedures, and care and maintenance procedures as stipulated herein as they pertain to the Property improvements by Contractor's Builder.

ADDRESS: _____

BUYER: _____ DATE: _____

BUYER: _____ DATE: _____

Owner Initials _____

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Welcome to your New home

Welcome Home!

Congratulations on your decision to purchase a Vigil Construction home. We are gratified and excited to be your builder of choice. We are committed to doing everything possible to earn your trust and to ensure your lasting confidence as a loyal Vigil Construction customer.

This Homeowner's Manual has been prepared for you by Vigil Construction to explain our homeowner's warranty and our customer service policies and process. It also provides maintenance guidelines to help you care for your new home. In the pages that follow, we will answer many questions and prepare you for each step of the new home experience, making this exciting time easier. Your Homeowner's Manual should be reviewed thoroughly, as proper maintenance is an essential part of your role as a new homeowner. With proper care, your Vigil Construction home will provide you and your family many years of trouble-free enjoyment.

If you need clarification or additional details about any topic discussed herein, please give us a call. We are delighted to welcome you as part of the Vigil Construction family, and we are always ready to serve you. We sincerely hope that you find living in your new home a pleasurable experience for many years to come.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert J. [unclear]". The signature is fluid and cursive, with a large, stylized initial "R" and "J".

UTILITY SERVICE INFORMATION

Dear Homeowner:

It is important for you to make the necessary arrangements to ensure utility service is provided to your new home. This will entail contacting the utility company, paying for the deposit and making the arrangements to have the utilities available as of a specific date.

It is our policy to immediately notify the utility companies to disconnect service in our name when a home is purchased and either the escrow is closed or possession is given to the purchaser.

In order to ensure that you will not be left without utilities for an extended period of time, IT IS IMPERATIVE THAT YOU CONTACT THE UTILITY COMPANIES SEVERAL DAYS IN ADVANCE OF YOUR MOVE IN DATE.

The following is a list of telephone numbers for the companies that you will need to contact to make these arrangements.

Telephone:	AT&T, (800) 288-2020
Gas & Electric:	PG&E, (800) 743-5000
Water & Sewer:	Alameda County Water district (510) 668-4200
Garbage Service:	Republic services (510) 657-3500

PLEASE NOTE: You are obligated to transfer the utilities to your name or the service will be disconnected.

WALK THROUGH PROCEDURE AND WARRANTY SERVICE CLAIMS

Dear Homeowner:

We believe the cornerstone of good customer service is communication. In our effort to provide you with the best possible customer service, we will ask that you meet with one of our members at Vigil Construction for a series of scheduled walkthrough appointments, and initial evaluation appointments for each warranty claim you submit for your new home.

Walkthrough Schedule

A series of walkthrough appointments with Vigil Construction are designed to make sure that your home is delivered complete and that any defects/flaws related to the construction of the home that are discovered within the first year of ownership are corrected. The walkthrough schedule will be as follows:

- Orientation : This appointment will be approximately 7 days before the close of escrow, "COE". Our Representative will walk through the home with you and verify that the home has been delivered complete and that any potential "punch-list" items are identified and documented. Before COE, we will address as many of the repair items as possible and will request a final sign-off appointment 1 day before COE. Any outstanding items not completed at that time will be finished as soon as possible.
- 12 Month Review: Prior to the Twelve months from the COE, Owner may contact our Representative to address or identify any potential new warranty items that need to be reviewed and corrected.

Warranty Service Claims

Once the assessment of your claim is complete, and if the Contractor's representative has permission to enter your home, you will not need to be present for repairs. If you have not provided access to your home for repairs, then we will schedule all repair work directly with you for normal business hours and you will need to be home to provide entry to us.

By reviewing your claim with you personally, your Customer Service Representative will be able to understand your concerns more clearly. This will also provide both you and your Service Representative a chance to discuss the necessary repairs to be done and answer any questions you may have regarding your new home.

Thank you for purchasing one of our homes. We look forward to being of service to you.

PROCEDURE FOR WARRANTY SERVICE CALLS

Our normal working hours are Monday through Friday, 8:00 a.m. to 5:00 p.m. It is in Vigil Construction's policy not to accept service requests over the telephone, except in emergencies. Emergencies are those situations that, if left unattended for an extended period of time, could cause extensive or irreparable damage; such as a major plumbing leak or stoppage, or a major roof leak with interior damage likely.

EMERGENCY SERVICE REQUESTS

Monday through Friday 9:00 am - 5:00 pm call (still needs to be filled out)
If an emergency occurs after working hours homeowner should contact an appropriate service to stabilize the emergency.

The following conditions are considered to be emergencies:

1. Total stoppage of the plumbing sewer system within 30 days after occupancy
2. A water leak that requires the ENTIRE water service to be shut off to avoid serious damage to buildings or furnishings.
3. Total furnace failure (during cold weather).
4. Total electrical failure (not PG&E related)
5. A serious roof leak permitting the flow of water to enter the house and possible damage to occur.

NON-EMERGENCY SERVICE REQUESTS

For the Customer Service Department to properly document and expedite requests for warranty service, we ask that all non-emergency requests be in emailed to (needs to be filled out) Clearly state each item of warranty service you require on the warranty claim form found in your walkthrough folder.

Please include: Name

Address:

Telephone numbers (work and home)

Forward the warranty claim to: (still needs to be filled out with email)

The following conditions ARE NOT considered emergencies:

1. Toilet stoppage (only considered emergency if all toilets in the house are affected).
2. Leak under sink or lavatory.
3. Loss of hot water for any reason.
4. Loss of partial electrical service.

HOMEOWNER'S WARRANTY POLICY

The builder is proud to provide you with a comprehensive one-year warranty for your new home. The warranty period begins upon closing of your purchase and is valid until the one year anniversary of your closing date. The items covered under the warranty are expressly contained within pages 7 through 19 under the Introduction to Warranty and Quality Standards. Due to normal wear and tear from homeowner usage, the warranty period for some items might be shorter than one year. Any limitation on the warranty period is expressly stated under each affected item.

Under no circumstances do the provisions of this warranty limit the State of California statutes for latent and/or structural defects.

All Appliance warranties go direct from the homeowner to the manufacturer. The homeowner must register each appliance with the manufacturer. Please refer to the Appliance Registration sheet made part of this package.

HOMEOWNER'S SERVICE REQUEST PROCEDURES

During the first thirty (30) days of your occupancy, which we call the "Break-In" period, you may note minor omissions, malfunctions or other discrepancies in your home. Unless it is an emergency, which condition we will address further on, the procedure to follow is make a list of all such items on the form provided, and after the 30 day "Break-In" period has elapsed, mail or email it to the address given you at the time of the walk-thru inspection. Please be sure you keep a copy for your records and rest assured that we will schedule for correction at the earliest possible date of all warranted items.

In the event of an emergency such as sewer back-up, burst water pipe, complete electrical failure, serious water intrusions (*i.e. roof leak*), natural gas leaks, follow procedures as identified on Page 4.

In the event an emergency should occur after normal working hours or on a weekend and the problem is such that it threatens the health and safety of any occupant or personal property damage to such degree as to necessitate immediate action on your part.

PLEASE DO THE FOLLOWING:

1. Call the telephone number noted on Page of the emergency contacts if during Monday through Friday 8:00 am to 5:00 pm. If unavailable within 30 minutes or outside of normal working hours then owner shall contact a 24/7 emergency repair service.
2. When the emergency problem has been either contained or repaired, the invoice will be presented to you for payment. The invoice must show a detailed description of the direct cause of the problem.
3. If the licensed contractor's description shows beyond a doubt that the problem was directly caused by either a structural defect or faulty workmanship by the Contractor's contractor, you will be reimbursed in full. On the other hand, if the invoice shows otherwise, you will be responsible for payment for repairs and damages caused by the same.
4. Proof of Cause, i.e. nail in pipe, improper plumbing connection, defective breakers, etc., and please keep all parts for proof of defect. One of our service representatives will call on you to pick up the invoice and parts. A reimbursement check will be mailed to you in the amount of the invoice. If any personal property damage is involved, proof of damage will be required and an inspection by the service manager will be required. Unfortunately, we must emphasize that should any "emergency" work that you as a homeowner request from either one of our subcontractors, (or should it be after hours and an outside licensed contractor is contracted) prove to be the fault of the homeowner (such as a circuit breaker not being reset, sewer backup caused by toys, sanitary napkins, diapers, etc.), it will be the responsibility of the homeowner to pay for any and all repairs, service charges, etc. Please be advised that when dealing with an outside licensed contractor, they will be expecting payment for services rendered upon completion of the work. If it meets the criteria as outlined above, please forward a copy of your paid bill to WARRANTY for reimbursement.

INTRODUCTION TO WARRANTY STANDARDS

Your home was built to the requirements of the building codes of the prevailing local jurisdiction where your home is located. In the cases of items where no codes exist, the provisions of the U.S. Department of Housing and Urban Development Minimum Property Standards prevail.

The following standards are expressed in terms of maximum tolerances permissible.

The format is designed as follows:

1. **POSSIBLE DEFICIENCY** – A brief statement in simple terms of the problem to be considered.
2. **ACCEPTABLE TOLERANCE** – A statement in measurable terms above which repair is required and below which the condition is considered acceptable.
3. **CONTRACTOR'S RESPONSIBILITY** – A statement of the corrective action required of the entity from which you purchased your home to repair the deficiency. Accordingly, the Contractor shall be solely responsible for any needed contact or coordination with the Contractor and/or Subcontractor. Contractor's responsibility under these standards does not apply to items that have been subjected to neglect, improper use or maintenance. Contractor cannot be responsible for alterations performed by others.

CABINETS

POSSIBLE DEFICIENCY: Kitchen cabinet malfunctions.

ACCEPTABLE TOLERANCE: Kitchen cabinet doors, drawers and other operating should function properly.

CONTRACTOR'S RESPONSIBILITY: Repair or replace operating parts as required.

POSSIBLE DEFICIENCY: Kitchen cabinet door and drawer front warpage with no signs of excess moisture.

ACCEPTABLE TOLLERANCE: Warpage not to exceed 3/8 inch as measured from face frame to point of farthest warpage with door or drawer front in closed position.

CONTRACTOR'S RESPONSIBILITY: Replace door or door front as required.

CARPET

POSSIBLE DEFICIENCY: Wrinkles appear in carpet.

ACCEPTABLE TOLERANCE: Wrinkles should not appear in the carpet. Carpet should lay flat to floor

CONTRACTOR'S RESPONSIBILITY: Contractor to re-stretch carpet or take whatever corrective action is required to meet acceptable tolerance within first 30 days; after 30 days it is the homeowner's responsibility.

POSSIBLE DEFICIENCY: Carpet seams come apart.

ACCEPTABLE TOLERANCE: Carpet seams should not come apart.

CONTRACTOR'S RESPONSIBILITY: Contractor is to correct or repair open seams within the first 30 days; after 30 days it is the homeowner's responsibility.

POSSIBLE DEFICIENCY: Carpet comes loose from tack strip at wall.

ACCEPTABLE TOLERANCE: Carpet should be attached to tack strip when installed.

CONTRACTOR'S RESPONSIBILITY: Contractor to reattach carpet to tack strip when reported within the first 30 days; after 30 days it is the homeowner's responsibility.

POSSIBLE DEFICIENCY: Carpet does not match in color.

ACCEPTABLE TOLERANCE: Carpet should be uniform in color within the same room or where two carpeted areas join. Non-uniformity in color should not be readily apparent when observing the entire floor of the room without resorting to highlighting floor with artificial light placement or sunlight.

CONTRACTOR'S RESPONSIBILITY: Correct or replace non-uniformly colored carpet to meet acceptable tolerance if reported within 30 days; after 30 days it is the homeowner's responsibility.

POSSIBLE DEFICIENCY: Object under carpet

ACCEPTABLE TOLERANCE: Objects under carpet should not be readily apparent when observing floor nor should they feel lumpy or sharp when walking on carpet with shoes.

CONTRACTOR'S RESPONSIBILITY: Remove object from under carpet and re-stretch carpet.

POSSIBLE DEFICIENCY: Carpet seams visible.

ACCEPTABLE TOLERANCE: None. Carpet seams will show.

CONTRACTOR'S RESPONSIBILITY: None

POSSIBLE DEFICIENCY: Wet carpet.

ACCEPTABLE TOLERANCE: When carpets become wet caused by something that is the Contractor's responsibility, such as a roof leak or plumbing leak, then the Contractor will take corrective action.

CONTRACTOR'S RESPONSIBILITY: Contractor is to replace the wet portion of the carpet pad and re-stretch the carpet after it has dried. It is the homeowner's responsibility to pull the wet carpet loose from the tack strip and turn back to dry. If homeowner does not pull carpet back to dry and carpet rots or becomes mildewed, replacement of damaged carpet becomes homeowner's responsibility.

CERAMIC TILE

POSSIBLE DEFICIENCY: Ceramic tile cracks or becomes loose.

ACCEPTABLE TOLERANCE: Ceramic tile should not crack or become loose.

CONTRACTOR'S RESPONSIBILITY: The Contractor shall replace any cracked tiles and re-secure any loose tiles within 30 days from the date of closing unless the defects are caused by the owner's negligence.

POSSIBLE DEFICIENCY: Grout Cracking within Tile Joints

ACCEPTABLE TOLERANCE: Cracks at the joints of tile are commonly due to normal movement of the home. Minor hairline cracking is acceptable. Excessive cracking would be 3/32" or greater and should be identified.

CONTRACTOR'S RESPONSIBILITY: Remove and re-grout cracked areas.

POSSIBLE DEFICIENCY: Grout Cracking at Transitions

ACCEPTABLE TOLERANCE: Cracks can appear at joints and junctions with other material such as a bathtub or stone slabs to tile. Cracks at the joints of tile are commonly due to normal movement of the of home. Re-grouting or caulking of these cracks is a maintenance responsibility of the homeowner and must be performed to protect from potential water damage.

CONTRACTOR'S RESPONSIBILITY: None.

CONCRETE

POSSIBLE DEFICIENCY: Cracking of the floor slabs, attached garage slabs and driveways.

ACCEPTABLE TOLERANCE: Minor cracks in concrete are normal. Cracks exceeding 3/8"-inch width or 3/8 inch in vertical displacement are considered excessive and unacceptable.

CONTRACTOR'S RESPONSIBILITY: Contractor shall repair cracks exceeding maximum tolerances by epoxy filling, surface patching/grinding or other methods as required.

POSSIBLE DEFICIENCY: Cracking, settling or heaving of exterior concrete slabs.

ACCEPTABLE TOLERANCE: Stoops or steps should not settle or heave in excess of 1 inch in relation to the house structure. No cracks more than 3/8 inch are acceptable in exterior concrete slabs.

CONTRACTOR'S RESPONSIBILITY: Contractor shall take whatever corrective action is required to meet acceptable standards.

POSSIBLE DEFICIENCY: Standing water on stoops, patios, driveways and sidewalks.

ACCEPTABLE TOLERANCE: Water should drain from outdoor concrete work and only standing water exceeding 1/2" inch after a period of dry weather should be considered an item to be reviewed.

CONTRACTOR'S RESPONSIBILITY: The Contractor shall take corrective action to assure proper drainage of stoops and steps, patios, driveways, and sidewalks, where improper drainage is reported and not caused by homeowner landscaping.

DOORS - BIFOLD

POSSIBLE DEFICIENCY: Doors fall out of track.

ACCEPTABLE TOLERANCE: Door is to be installed to remain in track.

CONTRACTOR'S RESPONSIBILITY: Reinstall any that come out of track in first 30 days. After 30 days, homeowner's responsibility to reinstall.

POSSIBLE DEFICIENCY: Track not secure.

ACCEPTABLE TOLERANCE: Secure track when reported not secure in the first 30 days. After 30 days, homeowner's responsibility.

DOORS - EXTERIOR

POSSIBLE DEFICIENCY: Split insert panels.

ACCEPTABLE TOLERANCE: Split panels should not allow light to be visible from inside the house.

CONTRACTOR'S RESPONSIBILITY: If light is visible, fill split with colored oil base putty to match closely as possible.

POSSIBLE DEFICIENCY: Weather strip/door hums in high winds.

ACCEPTABLE TOLERANCE: Tension weatherstrip will hum in high wind.

CONTRACTOR'S RESPONSIBILITY: None.

POSSIBLE DEFICIENCY: Shrinkage of insert panels showing raw wood.

ACCEPTABLE TOLERANCE: Panels will shrink and expand.

CONTRACTOR'S RESPONSIBILITY: Touch up paint raw wood exposure in first 30 days. After 30 days homeowner's maintenance item.

POSSIBLE DEFICIENCY: Chips, dents, gouges

ACCEPTABLE TOLERANCE: Areas must be identified prior to COE.

CONTRACTOR'S RESPONSIBILITY: Areas will be repaired if identified prior to the COE. Any item identified after COE/move-in will not be the Contractor's responsibility.

GARAGE DOORS

POSSIBLE DEFICIENCY: Garage door fails to operate properly.

ACCEPTABLE TOLERANCE: Garage doors should operate properly under normal conditions of use. Garage doors will leak air, dust and water. Garage door panels shrink and expand. Open space at bottom should not exceed 1/2 inch between door and floor in any 8-foot span.

CONTRACTOR'S RESPONSIBILITY: The Contractor shall correct or adjust garage doors as required. No Contractor responsibility on leaking air, dust, water or shrinkage or expansion of panels.

DOORS – INTERIOR

POSSIBLE DEFICIENCY: Interior doors warp

ACCEPTABLE TOLERANCE: Interior doors should not warp to exceed 3/8 inch.

CONTRACTOR'S RESPONSIBILITY: Correct or replace and refinish defective doors to match existing doors as close as possible.

ELECTRICAL

POSSIBLE DEFICIENCY: Malfunction of electrical switches, fixtures or outlets.

ACCEPTABLE TOLERANCE: All switches, fixtures and outlets should operate as intended.

CONTRACTOR'S RESPONSIBILITY: Repair or replace inoperative items. Light bulbs, broken fixtures, switches and/or outlet covers are the homeowner responsibility after the COE.

EXTERIOR CAULKING

POSSIBLE DEFICIENCY: Leaks in exterior walls due to no caulking, shrinking caulking or normal movement.

ACCEPTABLE TOLERANCE: Joints and cracks in exterior wall surfaces and around openings should be properly constructed and caulked to exclude the entry of water. Caulking will shrink and is the homeowner's maintenance responsibility.

CONTRACTOR'S RESPONSIBILITY: Contractor shall caulk joints or cracks in exterior wall surfaces when reported in first 30 days. After 30 days it becomes the homeowner's maintenance responsibility.

FINISH CARPENTRY - EXTERIOR

POSSIBLE DEFICIENCY: Quality of exterior trim workmanship.

ACCEPTABLE TOLERANCE: Joints between exterior trim elements, including siding, should not result in open cracks in excess of 1/4 inch. In all cases the exterior trim and siding shall be capable of performing its function to exclude the elements.

CONTRACTOR'S RESPONSIBILITY: Contractor to correct or repair open cracks.

BUYER'S RESPONSIBILITY: See addendum regarding maintenance of exterior natural wood siding.

FINISH CARPENTRY - INTERIOR

POSSIBLE DEFICIENCY: Quality of interior trim workmanship.

ACCEPTABLE TOLERANCE: Joints in moldings or joints between moldings and adjacent surfaces should not result in cracks exceeding 1/8 inch in width.

CONTRACTOR'S RESPONSIBILITY: Repair defective joints.

FIREPLACES

POSSIBLE DEFICIENCY: Fireplace or chimney does not draw properly.

ACCEPTABLE TOLERANCE: The fireplace chimney should function properly except under unusual conditions such as temporary down drafts or wind, or where large obstructions, such as trees, interfere with air currents.

CONTRACTOR'S RESPONSIBILITY: Correct fireplace or chimney to function properly except where large obstruction, such as trees, birds, leaves is responsible for the problem.

POSSIBLE DEFICIENCY: Rainwater leaks down flue.

ACCEPTABLE TOLERANCE: Some minor dripping will occur in prolonged rains. Immediate leakage in all rains unacceptable.

CONTRACTOR'S RESPONSIBILITY: Contractor to correct if standards are not met.

POSSIBLE DEFICIENCY: Obvious wind noise from firebox.

ACCEPTABLE TOLERANCE: Minor noise can occur under certain localized Conditions (*high wind, specific directions*).

CONTRACTOR'S RESPONSIBILITY: Correct vent stack if abnormal wind noise occurs.

POSSIBLE DEFICIENCY: Smoke damaged paint finish due to improper draw.

ACCEPTABLE TOLERANCE: None, unless excessive damage, and homeowner has exercised proper precautions.

CONTRACTOR'S RESPONSIBILITY: Make initial inspection for proper draw. Other than this None. Homeowner is responsible to inspect draw, and extinguish fire immediately if improper draw occurs. Report to builder for correction of draw.

GYPSUM WALLBOARD

POSSIBLE DEFICIENCY: Visible defects such as nail pops, cracks, and seam lines, due to normal shrinkage, expansion or movement of home.

ACCEPTABLE TOLERANCE: These are normal defects, which can be covered by the owner.

CONTRACTOR'S RESPONSIBILITY: None.

POSSIBLE DEFICIENCY: Blisters in tape, or tape comes loose from gypsum.

ACCEPTABLE TOLERANCE: Defects readily observed by visual inspection, without resorting to artificial light placements, are not acceptable except where repainting will cover the defect.

CONTRACTOR'S RESPONSIBILITY: Correct such defects to acceptable tolerance.

POSSIBLE DEFICIENCY: Bow in wall, or wall out of plumb.

ACCEPTABLE TOLERANCE: Wall bowed or out of plumb more than 1/2 inch in any 36 inch span should be repaired.

CONTRACTOR'S RESPONSIBILITY: Contractor to repair as required.

INSULATION

POSSIBLE DEFICIENCY: Voids in attic or floor having no insulation.

ACCEPTABLE TOLERANCE: All ceiling space above heated/cooled portions of house to have insulation.

CONTRACTOR'S RESPONSIBILITY: Contractor to correct if voids occurred prior to COE.

MASONRY - BRICK AND MORTAR

POSSIBLE DEFICIENCY: Cracks in brick veneer walls.

ACCEPTABLE TOLERANCE: Small cracks up to 1/4" inch are common in mortar joints and brick, and do not necessarily indicate a structural deficiency.

CONTRACTOR'S RESPONSIBILITY: Cracks in excess of 1/4" inch will be reviewed for cause. Movement caused by improper drainage and correct as needed.

PAINTING

Contractor is not responsible to match or repair paint, paneling or wallpaper installed by customer.

In following areas, builder is responsible for material he applied or installed.

POSSIBLE DEFICIENCY: Exterior paint or stain peels or deteriorates.

ACCEPTABLE TOLERANCE: Exterior paints or stains should not fail during the first year of ownership, unless it receives direct sun and/or moisture from sprinklers. Homeowner will be responsible for failures and refinishing of these areas (see section on doors, Page 22 for homeowners responsibility).

CONTRACTOR'S RESPONSIBILITY: Contractor shall properly prepare and refinish affected areas, matching color as closely as possible. Where finish deterioration affects the majority of the wall or area, the whole area should be refinished. The warranty on the newly repainted surfaced will not extend beyond the original warranty period.

POSSIBLE DEFICIENCY: Painting required as corollary repair because of other work.

ACCEPTABLE TOLERANCE: Necessary repairs required under this warranty should be refinished to match surrounding areas as closely as possible.

CONTRACTOR'S RESPONSIBILITY: Refinish repaired areas as indicated.

POSSIBLE DEFICIENCY: Deterioration of varnish or lacquer finish.

ACCEPTABLE TOLERANCE: Natural finishes on interior woodwork should not deteriorate during the first year of ownership.

CONTRACTOR'S RESPONSIBILITY: Retouch affected areas of natural finished interior woodwork, matching the color as closely as possible.

POSSIBLE DEFICIENCY: Interior paint quality.

ACCEPTABLE TOLERANCE: Interior paint shall be applied in a manner sufficient to visually cover wall and ceiling surfaces where specified.

CONTRACTOR'S RESPONSIBILITY: The Contractor shall retouch wall, ceiling or trim surfaced where inadequate paint has been applied to cover original surfaces, if notified within 30 days of occupancy.

PLUMBING

POSSIBLE DEFICIENCY: Leakage from any piping

ACCEPTABLE TOLERANCE: No leaks of any kind should exist in any soil, waste, vent, or water pipe. Condensation on piping does not constitute leakage, and is not covered.

CONTRACTOR'S RESPONSIBILITY: Contractor shall make necessary repairs to eliminate leakage.

POSSIBLE DEFICIENCY: Faucet or valve leak

ACCEPTABLE TOLERANCE: No faucet or valve should leak due to defects in material or workmanship. However, leakage caused by worn or defective washers is considered a homeowner maintenance item, after first 90 days.

CONTRACTOR'S RESPONSIBILITY: Contractor shall repair or replace the leaking faucet or valve unless leakage is due to a defective washer during the first 90 days.

POSSIBLE DEFICIENCY: Defective plumbing fixtures, appliances or trim fitting.

ACCEPTABLE TOLERANCE: Fixtures, appliances or fittings should be judged according to their manufacturing standards.

CONTRACTOR'S RESPONSIBILITY: The Contractor shall replace any fixture or fitting, which is outside of acceptable standards as defined by the manufacturer.

POSSIBLE DEFICIENCY: Stopped up sewers, fixtures and drains.

ACCEPTABLE TOLERANCE: Sewers, fixtures and drains should operate properly and are warranted to do so for the first 90 days.

CONTRACTOR'S RESPONSIBILITY: The Contractor is not responsible for sewer, fixtures and drains, which are clogged through the owner's negligence. If a problem occurs, the owner is to consult the Contractor for a proper course of action. Where defective construction is shown to be the cause, the Contractor shall assume the cost of the repair; where owner negligence is shown to be the cause, the owner shall assume all repair costs. Contractor is not responsible for repair costs incurred by homeowner without approval of Contractor beforehand.

RESILIENT FLOORING

POSSIBLE DEFICIENCY: Seams or ridges appear in the resilient flooring due to concrete *on* sub floor irregularities.

ACCEPTABLE TOLERANCE: Readily apparent seams or ridges exceeding 1/8 inch should be repaired. The ridge measurement is taken from the gap created at one end of a 12-inch straight edge placed over the ridge with 6 inches on one side of the defect held tightly to the floor.

CONTRACTOR'S RESPONSIBILITY: The Contractor shall take corrective action, as necessary, to bring the defect within acceptable tolerances so that it is not readily visible one time during the first year.

POSSIBLE DEFICIENCY: Resilient flooring loses adhesion.

ACCEPTABLE TOLERANCE: Resilient flooring should not lift, bubble, or become unglued at joints.

CONTRACTOR'S RESPONSIBILITY: The Contractor shall repair, relay, or replace resilient flooring. The Contractor shall not be responsible for problems caused by owner neglect or abuse. Contractor is not responsible for color mismatch or replaced floor.

POSSIBLE DEFICIENCY: Shrinkage gaps show at resilient flooring joints.

ACCEPTABLE TOLERANCE: Gaps shall not exceed 1/16 inch in width in resilient tile joints. Where dissimilar materials abut, a gap not to exceed 1/8 inch is permissible.

CONTRACTOR'S RESPONSIBILITY: The Contractor shall take action as necessary to correct the problem.

POSSIBLE DEFICIENCY: Imperfection in slab or sub floor under vinyl floor.

ACCEPTABLE TOLERANCE: Defects readily observed by visual inspection without resorting to light placement are acceptable if within 1/8 inch tolerance.

CONTRACTOR'S RESPONSIBILITY: If out of tolerance, repair slab or sub floor and replace defective floor covering. Builder not responsible for color mismatch in replaced or damaged floor covering.

See Page 20 Concrete

POSSIBLE DEFICIENCY: Mastic on tile.

ACCEPTABLE TOLERANCE: Mastic should not be on surface of tiles.

CONTRACTOR'S RESPONSIBILITY: Clean the tiles when reported with Mastic on them in the first 30 days. After 30 days, homeowner's responsibility.

POSSIBLE DEFICIENCY: Uneven floors.

ACCEPTABLE TOLERANCE: Floors should not be more than 1/2 inch out of level within any 32-inch measurement.

CONTRACTOR'S RESPONSIBILITY: Contractor to correct or repair to meet the above standard.

SINKS AND TUBS

POSSIBLE DEFICIENCY: Cracking and/or chipping of porcelain

ACCEPTABLE TOLERANCE: Chips and scratches on porcelain surfaces of bathtubs and kitchen sinks can occur when surfaces are hit with a sharp or heavy object.

CONTRACTOR'S RESPONSIBILITY: Contractor to repair any chips or cracks caused during building if reported prior to COE. After walk-thru it is the homeowner's responsibility.

POSSIBLE DEFICIENCY: Rust spots in bottom of bathtub or sink.

ACCEPTABLE TOLERANCE: Some minerals in water will cause rust spots on porcelain. However, if porcelain is missing and rust is on metal below porcelain, this is unacceptable.

CONTRACTOR'S RESPONSIBILITY: If rust in or on porcelain, Contractor's responsibility is none. If porcelain is missing and rust is on metal, Contractor is to repair if reported within 30 days; after 30 days, homeowner's responsibility.

SITE DRAINAGE

POSSIBLE DEFICIENCY: Improper drainage of the site.

ACCEPTABLE TOLERANCE: The necessary grades and swales have been established to insure proper drainage away from the house. No standing water should remain anywhere in the yard 48 hours after a rain, except swales which may drain as long as 72 hours after a rain.

CONTRACTOR'S RESPONSIBILITY: The Contractor is responsible only for establishing the necessary grades and swales as part of the site plan drainage. The owner is responsible for maintaining such grades and swales.

SHINGLES AND ROOFING TILES

POSSIBLE DEFICIENCY: Roof or flashing leaks.

ACCEPTABLE TOLERANCE: Roofs should not leak under normally anticipated conditions. Wind damage is homeowner's insurance responsibility.

CONTRACTOR'S RESPONSIBILITY: The Contractor shall correct or repair any verified roof leaks.

Contractor is not responsible for leaks caused by roof alterations, i.e. aials etc, made by homeowner or others at homeowner's direction.

WEATHER STRIPPING AND SEALS

POSSIBLE DEFICIENCY: Drafts around doors and windows. Excessive infiltration resulting from open cracks, poorly fitted doors or windows, or poorly fitted weather stripping.

ACCEPTABLE TOLERANCE: Some infiltration is normally noticeable around doors and windows, especially during high winds. Excessive infiltration is not acceptable.

CONTRACTOR'S RESPONSIBILITY: The Contractor shall adjust or correct poorly fitted windows or doors, or poorly fitted weather stripping one time during the first year of occupancy.

WINDOWS

POSSIBLE DEFICIENCY: Malfunction of windows.

ACCEPTABLE TOLERANCE: Windows should operate with reasonable ease as intended.

CONTRACTOR'S RESPONSIBILITY: Contractor to correct or repair as required, unless caused by Owner installed painting or window coverings

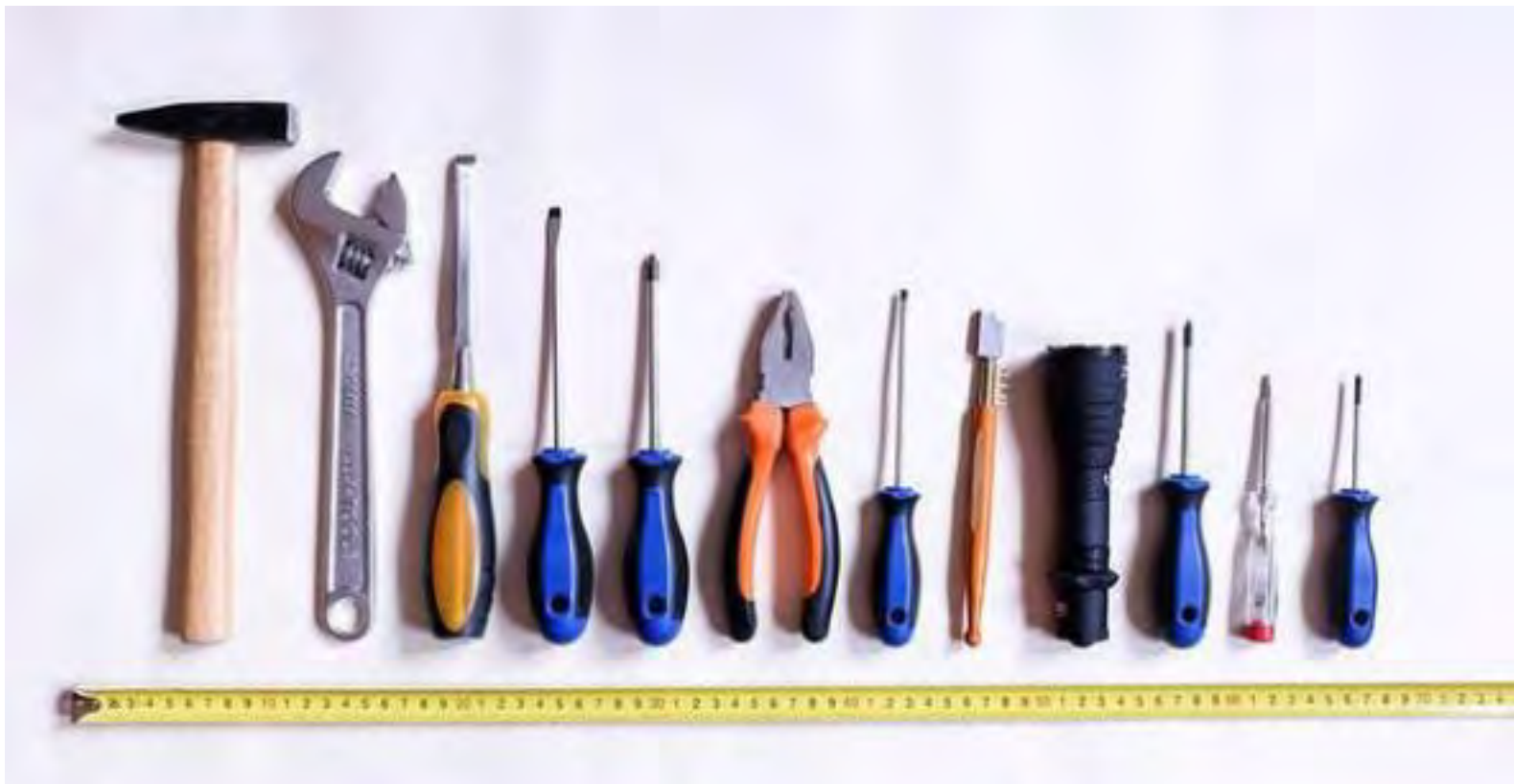
YARD GRADING

POSSIBLE DEFICIENCY: Settling of ground around foundation, utility trenches or other filled areas.

ACCEPTABLE TOLERANCES: Backfilled ground will settle. Settling of more than 6" or more is excessive. Less than 6" is acceptable.

CONTRACTOR'S RESPONSIBILITY: Upon request by the buyer, the Contractor shall fill areas of 6" or more settling one time only during the first year of ownership. The owner shall be responsible for any grass, shrubs or other landscaping affected by placement of such fill.

Care and Maintenance Schedules



Owner Initials _____

CARE AND MAINTENANCE

The following list summarizes minimum maintenance requirements that should be performed by the Homeowner along with the Schedule. For more specific details, each maintenance item is referenced to a section within the manual. This work should be done either by the Homeowner or by a maintenance person who is experienced and insured. A maintenance person who holds a contractor's license is typically better qualified. A tear-out Maintenance Schedule is provided at the end of this Section. Failure to adequately maintain the following areas may eliminate or reduce the Builder's Responsibility if problem conditions arise.

AIR-CONDITIONING (See "COOLING SYSTEM")

APPLIANCES

Your new electrical or gas appliances are accompanied by instruction books and other papers (we have provided soft copies of all operation and maintenance manuals). Owner must review them carefully; fill out and email all necessary paperwork to record warranties. Read all instructional literature, so that you will know how to get the best service from what you own. If a gas appliance fails to work, check to see if the pilot light is lit. If you suspect a gas leak, turn off the main gas valve near the meter and call the gas company.

Don't use or spill oven cleaner on metal trim. Never use gritty soaps or abrasive cleaners on any surface. Don't use any sharp instruments (like a knife or razor blade) to clean any surface. The outside of your stove, oven, or broiler can be cleaned with a non-abrasive cleaner such as baking soda sprinkled on a damp cloth or sponge. Or you may find that manufacturer makes a special appliance cleaner that will not only clean it but also provide protection against stains. If your burner panel or oven front is stainless steel, you may want to use a stainless steel cleaner on it. Never use harsh abrasive cleaners on the outside of stoves, ovens or broilers.

ELECTRIC

An electric stove usually has a separate circuit. If your range should fail to work, check the fuse or circuit breaker. (See "CIRCUIT BREAKERS")

GAS

If the burners on your stove fail to light, check to see that the pilot light is lit. If it is, your burners may be clogged and need to be cleaned. If they are removable, the burners can be soaked clean in a solution of washing soda, but do not use an aluminum pan to soak them in. A wire brush or a thin stiff wire may be helpful in removing burned food particles from the holes in the gas burners. Be careful in using the wire not to push the material further into the holes. If you should suspect the gas is leaking, turn off the main valve - near the meter - and call the gas company.

HOODS

Range hoods need to have their filters cleaned or change periodically. For location and directions, consult your instruction manual.

BATHTUBS, SINK AND SHOWERS

Bathtubs, sinks, and showers are made of a variety of materials. Although vitreous china and porcelain enamel on cast iron or steel are most common. Other material includes pulverized marble resin for vanity tops and shower bases.

BATH CAULKING

Caulking is the responsibility of the homeowner. If the caulking around your bathtub, shower pan or sink should appear dried out or cracked remove the old caulking and replace it. Hard scrubbing and abrasive cleaners can damage the caulking. If you do not have a caulking gun, caulking material can be purchased in applicator tubes or in disposable caulking guns. Builder takes no responsibility for caulking or damage to flooring resulting from lack of the maintenance of said caulking or water damage resulting from use of said fixtures.

CULTURED MARBLE

The vanity tops and sinks in the bathrooms and dressing areas of your new home may be made of a material, which looks like marble and is called cultured marble.

This material may be used elsewhere in your home such as windowsills or a kitchen window pass-through. This material is long lasting and is made for easy cleaning. Use mild cleaning detergent or soap and water.

VITREOUS CHINA AND PORCELAIN ENAMEL

The surfaces of these fixtures are smooth and glossy like a mirror and harder than steel, but they are not indestructible. Carelessness causes chipping, scratches, and stains. A blow from a heavy or sharp object will chip the surface, and scraping or banging metal utensils in a sink will gradually scratch and dull the surface. Shiny

new fixtures can also be dulled or stained within a short time through improper or excessive use of strong abrasive cleaners. Most household cleansers are mild, and used with plenty of water, some of them are not harmful; however, a non-abrasive cleanser is safer. The new aerosol bathroom cleansers are generally non-abrasive. If you prefer a dry material, baking soda and Bon Ami Powder (not Bon Ami cleanser)

are non-abrasive. Most stains are caused by dirt, food, grease, rust, or water minerals.

FIBERGLASS TUB/SHOWER UNIT

Your bathtub or shower stall is a quality piece of furniture. Given proper care, the smooth, shiny surface will remain beautiful and easy to clean indefinitely. As with any highly polished surface, ***REGULAR CARE AND NO ABRASIVES*** are the main rules to follow.

For most food stains use a mild solution of chlorine bleach (about 3 tablespoons to a quart of water), and rinse well. For stubborn stains, wait 5 minutes before rinsing.

(Don't use this for stainless steel). You can also make a paste of equal parts of cream of tartar, 6 percent hydrogen peroxide (used for bleaching hair), and a household cleaner. Leave the paste on the stain for 10 to 15 minutes before rinsing it.

GLASS SHOWER ENCLOSURES OR STALLS

Your shower doors are shatterproof glass. To clean glass shower enclosures, an ordinary dishwashing detergent (not soap) or window cleaner will do a good job unless hard water minerals have been deposited. For these, use commercial glass cleaner containing ammonia or a solution of 1 tablespoon of household ammonia in a quart of warm water. **WARNING:** Be sure to read the caution note on the label before using the ammonia. Do not use sharp objects as this will scratch the glass.

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NORMAL CLEANING FOR SHOWERS & BATHS

For the regular tub or shower cleaning, use a washcloth, warm water and any liquid cleaner or detergent. The new foam bathroom cleaners like that made by Dow also work well with a washcloth. If you clean your tub in this fashion on a regular basis, every week or so, no other maintenance will be needed.

Stainless steel fixtures generally resist staining, and they need thorough scrubbing only occasionally. Use a non-abrasive cleanser or a commercial stainless steel cleanser. Plastic and other substances usually will respond to a non-abrasive cleaner, but it is best to check with your plumbing contractor to see what is recommended for the particular material in question. Special commercial cleaners are also available.

TO PROLONG THE LIFE OF YOUR PLUMBING FIXTURES, FOLLOW THESE PRECAUTIONS:

1. Don't let food wastes stand in the sink. If you have a disposal, dispose of food waste as it accumulates. If you do not have a disposal, put the waste in an appropriate container.
2. Don't use plumbing fixtures to hold paint cans, trash, or tools when you are redecorating, and cover them when painting walls and ceilings.
3. Don't step in a bathtub with shoes on for any reason. Shoe soles carry hundreds of gritty particles that will scratch the surface.
4. Don't use plumbing fixtures as receptacles for photographic or developing solutions. Developer stains are extremely difficult to remove. By observing these suggestions, and preceding cleaning instruction, your fixtures will retain their newness and luster for many years, but remember that once a fixture has been damaged, the best plumber in town cannot restore it completely. (Also see "Drains," "Faucets," and Plumbing")

CABINETS

For new laminated plastic surfaced cabinets, simply wash with mild soap and water, rinse and dry. Kitchen and bathroom cabinets (*or vanities*) should never be cleaned with harsh abrasives. The counter tops are generally heat and stain resistant under proper care, but protect them from hot items and pots, pans, or baking dishes taken directly from an oven, broiler, or burner. The maximum safe temperature the counter top will stand is 275F. Wood cabinets may be cleaned like any other wood furniture. Counter tops may be cleaned with a detergent solution. Never cut anything directly on the cabinet top. The knife may dent or nick the surface. Keep cabinet doors and drawers closed when not in use. Your cabinet doors have adjustable hinges, which are easily realigned with a screwdriver.

CEILINGS (See "WALLS AND CEILINGS")

CHOPPING BLOCKS

If a section of your work surface is unfinished wood, it will require special care. To protect it from spills, coat it with butcher block oil (don't forget the edge), using the instructions with the product. To remove stains, sand lightly with a fine grade sand paper and re-oil. Don't use the board for 24 hours after oiling. To remove onion, garlic, or other odors, rub with a slice of citrus fruit (lemon, orange, etc.), sprinkle lightly with salt, and wipe immediately with soft cloth or paper towel. Liquid paraffin is also an excellent sealer.

CIRCUIT BREAKERS

The electrical wiring and equipment in your home are protected by circuit breaker. They are the safety valves of your home's electrical system. Circuit breakers may be reset by first switching the breaker to FULL OFF and then back to FULL ON.

ELECTRICAL SERVICE ENTRANCES

The electrical service entrance, which provides power to the service panel, has been designed for the electrical needs of the house. Do not tamper with the cable.

MASTER CIRCUIT BREAKERS

Every house has a master circuit breaker. It is located in the electrical service panel box. When the master circuit breaker is tripped, the electricity to the house is cut off.

POWER FAILURES

In case of complete power failure, first determine if your neighbors have power. If not, notify the power company - If the power failure has occurred only in your house, check master circuit breaker.

CONCRETE

It is impossible for a builder to prevent cracking in concrete and, therefore, we do not guarantee the concrete components of the property. We have anticipated stresses on walks, driveways, and steps, and have provided contraction and expansion joints. Unanticipated cracking may result from conditions over which we have no control, such as unequal sub grade settlement, severe frost action and uneven moisture conditions.

There will be cracks because of the plastic nature of cement and the thermal effects of weather on it. Concrete highways crack and yet they are at least twice as thick. Such cracking is usually of no consequence.

After our front sidewalks, curbing and streets are approved by the city; any further upkeep and repairs become the city's responsibility.

CONDENSATION (See "WALLS AND CEILINGS")

COOLING AND HEATING SYSTEMS

Your house may have a central air-conditioning system. The following paragraphs can help you get the maximum benefit from it.

ANNUAL INSPECTION

A central heating/air-conditioning system should periodically be checked and cleaned by a professional repairman. See your instruction manual for the frequency of this care. Homeowners with evaporative cooling systems should service them at the start and end of the cooling season.

FILTERS

Your central heating/air-conditioning system has an air filter to help keep the air in your home clean. For maximum efficiency, this filter should be periodically replaced. The instruction manual for your heating/cooling system will tell you the location of the filter and how to replace it. Filters should be cleaned and be replaced as required by manufacturer to assure longest life, minimum repairs and lower operating costs. (See also "Heating System"). CAUTION: Do not operate the system without filters. This will void manufacturer's warranty.

HOUSE INSULATION

Your home has been designed to provide the proper insulation for our climate. Open doors, windows, fireplace flues, and clogged filters are more often the cause of inadequate cooling and/or heating.

REGISTERS

The registers throughout your house help to regulate the flow of air and to maintain the desired temperature. By opening and closing the registers, you can determine the amount of cold or warm air that enters a room, but can also affect the balancing of the system.

THERMOSTATS

The thermostat (usually located on an inside wall) helps to keep your house an even temperature throughout. Individual room temperature can be slightly regulated by adjusting the registers in the various rooms. Your home is heated by a warm-air- system. The thermostat also controls converting from the cooling system to the heating system and vice versa.

DISPOSALS

Your instruction booklet will give you precise directions for operation of the disposal.

Many people erroneously conclude that because their waste disposal is capable of grinding up most of their garbage, it is also capable of eliminating grease and other substances that they would not otherwise pour down a drain. In fact, you should be equally careful not to clog drains with grease. When grinding greasy substances, use plenty of cold water. Always use cold water when the disposal is on. Should the drain stop up, do not put chemicals down the disposal. (See also "Drains").

RESET BUTTONS

Most disposals have a reset button that works in much the same way as a circuit breaker. Should your disposal become overloaded with a substance it cannot grind, it will turn itself off. If this happens, move the switch to OFF, remove the substance obstructing the disposal's operation, wait about three minutes, and push the reset button (see your instruction booklet for its location), and turn the switch to ON. If it still does not start, turn it off again and check to be sure you have not tripped a circuit breaker. If the circuit breaker has not interrupted the flow of current, trip the circuit breaker, and refer to page 10 in the Installation Care and Use Manual for instructions on how to release the jam. Restore current, push the reset button again, and turn the disposal switch to ON. Avoid putting large amounts of fibrous materials (such as flowers or corn husks) down your disposal.

DOORS

All doors can cause minor problems, and from time to time some of them do. However, most door problems can be handled with minimum skill.

BIFOLD DOORS

Your bifold closet doors require only occasional waxing of the tracks. Paraffin or similar types of solid wax are recommended.

GARAGE DOORS

The moving parts of garage doors should be oiled about once every three months. Grease on the rollers/tracks also keeps the door from binding and provides smooth operation. The screws that fasten the hardware to a wooden door should be tightened in about a year because the wood shrinks a little as it ages, and this may leave the screws loose.

SLIDING DOORS

Occasional waxing of the tracks with paraffin will keep sliding doors easy to operate. Tracks must be kept free of dirt and grit.

STICKING

Sticking is the most common problem with doors. If the sticking is caused by swelling in damp weather, fold sandpaper around a wood block and sand the edge that binds. If the sticking is the result of uneven alignment, check to see that the hinge screws are tight and holding properly. If the hinge screws are tight and the door is still out of alignment, sand or plane the edge that binds. Always paint or varnish areas that have been sanded or planed. Paint or varnish protects wood from moisture and helps to prevent further door problems.

WEATHER STRIPPING

The weather stripping on your exterior doors will occasionally require adjusting to maintain a good seal. This can easily be done by firmly running a screwdriver up and down the groove in the weather stripping. A well-sealed door should be somewhat hard to open and close. A slight air crack around the door, however, is normal. A hard wind may cause weather stripping to howl. This can be adjusted as above and unadjusted for very hard winds.

SWING DOORS

Some homes have raised doors on the front entrances. The panels may dry at different rates causing slight shrinkage. This appears as though the panel is pulling away from the balance of the door. Conditions of this nature can be easily repaired by staining and varnishing the newly exposed wood to match the rest of the door. The structural strength of the door is not impaired in any way by this shrinkage.

DRAINS

Each plumbing fixture in your house has a drain trap, a J-shaped piece of pipe designed to provide a water barrier between your home and the danger of sewer gas. The trap holds water, which prevents the air-borne bacteria and odor of the sewer gas from entering the house. If any fixture is used infrequently, it should be turned on at regular intervals to replace evaporating water and ensure that the barrier remains intact. Traps, because of their shape, are also the point at which drains are most likely to become clogged.

BATHTUBS, SINKS AND SHOWERS

When the drain pipe from a tub, sink or shower stops up, first use a plunger. Be sure the rubber cup of the plunger covers the drain opening and that the water comes well up over the cup edge. Working the plunger up and down rhythmically 10 to 20 times in succession will build up pressure in the pipe and do more good than sporadic, separated plunges.

If the plunger doesn't work try using a plumber's snake. (*These can be rented or purchased at a hardware or plumbing store*). Be sure to turn the handle of the snake in the same direction when removing it as you did in inserting it. This will keep any matter attached to the snake from coming loose before it is removed.

If the drain can be partially opened with the plunger or snake, hot water may finish the job. If not, you can open the trap under the fixture. Put a bucket or pan under it to catch the water in it. A piece of wire may help to dislodge the blockage. The snake can also be run in at this point. Although it is sold commercially as drain cleaner, you should refrain from using drain cleaner. Potash lye or caustic potash may be added to finish opening a drain, but never use them on a completely stopped up drain. They may take as long as overnight to work, could damage the plumbing finish, and if you have to open the trap the chemicals would be a hazard.

WARNING: Because potash lye and caustic are highly corrosive, always pour them slowly into the drain to prevent spattering. Never pour water into the chemicals. Wear old clothes, rubber gloves, and goggles or safety glasses. Never use a plunger on a drain after chemicals have been added. The water may splash and cause an injury or damage to nearby surfaces.

TOILETS

Treatment of a stopped up toilet is the same and a plunger will usually get the job done. The trap is built into the toilet and is therefore less accessible. Instead of a snake, you use a coil spring-steel auger. (It can be bought or rented from a hardware or plumbing store). Insert the auger so that the point goes up into the trap. Turning the handle of the auger will break up the blockage or catch it so that it can be removed. Reduce the amount of toilet paper used prior to flushing and never flush anything than proper waste and toilet paper down the toilet.

PREVENTION

To avoid stopped up drains, a cardinal rule is never to pour grease into a drain or toilet and eliminate long hair from entering the trap. Ordinary washing soda (not baking soda) added to a drain on a regular basis will help to keep it clear of grease from soap and cooking utensils, run hot water through the drain, turn off the water, add 3 tablespoons of washing soda, and follow it with just enough hot water to wash it down the drain opening. Let it set for 15 minutes and run more hot water. (See also "Plumbing" Toilets", "Bathtubs, Sinks and Showers").

Owner Initials _____

DRIVEWAYS. WALK AND STEPS

Your home's design has anticipate stresses on concrete driveways, walks and has provided contraction and expansion joints to minimize cracking; however, cracking is one of the characteristics of concrete and no method of entirely eliminating cracks in it are known.

ELECTRICAL

Before reporting an electrical problem, check the following as it may save you a minimum service charge.

ALL PLUGS AND SWITCHES

Those in kitchen, baths, washer/dryer location and outside weatherproof plugs should be grounded. Certain appliances must be grounded to avoid shocks.

ARCHING SWITCHES

It is normal for certain positive action switches (*Bath Heater'*) to show a spark jump.

BASE PLUGS

Inoperative? Check wall switch or circuit breakers. Some plugs are operated by a wall switch in the room.

BATH HEATERS

1. Exhaust portion of combination unit has a downward force of air before being exhausted upward and out. The downdraft felt is normal and not a malfunction.
2. Backdraft damper mechanism within unit is sometimes heard when bath door is opened and closed. This is caused by the air pressure raising and dropping the metal flap. The above items constitute the majority of requests for service. We want to correct any electrical malfunction which is our responsibility, but we must charge for unnecessary calls and those not our responsibility.

CIRCUIT BREAKERS

All should be at ON position. If breaker has released, reset by flipping to full OFF, then back to ON. If breaker continues to release, check cause, overload on circuit, short in appliance, etc. We do label the panel box to denote the circuits controlled by each breaker.

ELECTRIC OVEN

Check to see if set on MANUAL operation.

FLUORESCENT TUBES

Slight buzzing noise in the fixture is normal, tubes will start to flicker as the age and need to be replaced.

GARBAGE DISPOSAL

Inoperative? Check the reset button on the unit under the sink.

LIGHT BULBS

Have they burned out? If so, make sure to replace them with bulbs of the same wattage as originally installed because this is the size for which the fixture was made.

POWER TO APPLIANCE

If an appliance has power to it but does not function, the trouble will be within the appliance and not with the house power.

SMOKE DETECTOR

For your families protection an electric smoke detector is installed in each home. See manufacturers instructions attached to the smoke detector. It is recommended that you read and understand these instructions and also review the family escape plan provided.

RECEPTACLES

The wiring in your new home meets the code of requirements and safety standards for the normal use of electrical appliances. Ordinarily, small appliances - which require your personal attendance for their operation - may be plugged into any electrical receptacle without fear of overloading a circuit. However, the use of larger appliances on the same circuit may cause an overload of the circuit and trip a circuit breaker or a Ground Fault Interrupter (GFI).

FAUCETS

Faucets, like all plumbing with moving parts, are more apt to require repair than non-moving fixtures.

AERATORS

Cleaning the aerators will be your most frequent task in maintaining your faucets. This attachment to the faucet proper adds air to the water as it leaves the faucet, reduces splashing, and provides some savings because less water is used. To clean an aerator, unscrew it from the mouth of the faucet, remove any debris, remove and rinse the washers and screens, replace them in their original order, and put the

aerator back on the faucet. Frequency of cleaning will depend on the condition of the water, but generally every three or four months is more than adequate.

SHOWER HEADS

Surface of head shall be cleaned periodically to remove water stains and mineral build-up. Occasionally head will need to be removed to clean out the filter washer in the stem of the head.

LEAKING

Leaking faucets generally can be fixed by replacing the faucet's washer or washers. (Some new single controls for hot and cold water have no washers, but their cartridges, which last longer, must still be changed). Before attempting to repair a faucet, however, be sure to turn off the water at the front yard cut-off valve. Washers may be obtained at most hardware stores.

FIREPLACES

Refer to fireplace owner's manual for care and maintenance.

FLOORING

CARPET

Your carpet needs regular care to prolong its useful life. The following instructions will help you keep it looking fresh and clean; however, situations may arise in which you will want to contact a professional cleaner for advice.

CLEANING

Your entire carpet should be given a thorough vacuuming at least once a week. It is recommended that the vacuum cleaner be equipped with a brush or beater bar, which is properly adjusted for the height and type of carpet. Vacuuming will remove some loose fibers from the carpet yarns. It may also lift an occasional tuft (sprout) above the surface. When this occurs, the tuft should be snipped with scissors to the length of the other tuft. Do not pull the tuft out. When your carpet becomes dull due to soil, cleaning by a professional establishment is recommended. Cleaning companies are listed in the yellow pages of the telephone directory. When accidents or spills occur, immediate action will usually prevent permanent staining. Spot removal kits with instructions can be purchased in many stores.

Many foods, beverages and medicines contain dyes and they may actually dye the carpet or rug and their removal is very slow. Strong acids may destroy the face fibers. Dropped cigarettes, or embers which have popped from a fireplace, may char small areas of the pile. Consult a professional cleaner if you have a question or when difficulty is experienced.

GENERAL INFORMATION

Your carpet should be protected from direct sunlight. Even the most colorfast dyes may fade under continuous exposure to direct sun. All cut pile carpet, in time, will develop the condition called shading. Shading is the lighter and darker areas, which develop on the surface of the carpet. Shading is due to light reflection and pile lay and is a characteristic of all cut pile carpets and not a defect.

Owner Initials _____

RESILIENT FLOORS

Use the product that is made for the particular floor; for instance, vinyl dressing for vinyl floors; asphalt tile wax for asphalt tile. Resilient floors will dent from heavy furniture with pointed feet or from spike heels. You can protect the floor from the furniture by using furniture cups under the feet, but we don't know the answer to spike heels.

FOUNDATIONS

Some soils are highly expansive, and may rise and fall vertically up to 6" from dry condition to moisture-saturated condition. It is important to maintain uniform moisture conditions in the soil around your home. If this is not done, one portion of your foundation will move more vertically than other portions. The foundation will bend under such conditions. This does not damage the foundation, but the walls of brick and Sheetrock will not bend with the foundation. Brick and Sheetrock will show cracks under these conditions.

To prevent and minimize this, we recommend as follows:

1. When completed, the earth around the outside of your home is graded so that it slopes away from the foundation providing positive water drainage away from the foundation. Often swales (drainage ditches) are provided to make certain water drains away from your home and off of your lot to either street or alley. These swales are often filled in by homeowners inadvertently or become filled by soil erosion or grass sodding.

It is your responsibility to maintain and keep positive drainage of water away from foundation and not allow pooling of water on your lot. Failure to do this will cause unequal expansion of soil around foundation and brick or Sheetrock cracks will occur.

2. Customers sometimes create unequal soil moisture conditions around the foundations by creating water traps. This can be done by concrete walks, borders, brick planter borders, metal flower bed edging's, all of which may create a water dam a short distance from foundation. Such items, when used, should take into consideration the necessity of water draining positively away from the house.
3. In drought conditions large cracks occur in the yard soil. This is contraction caused by lack of moisture. The soil beneath your foundation is protected from sunrays and retains its moisture. As a consequence, there is a tendency for the soil under the house to remain at a constant height relative to the foundation and the soil on the exterior of the home to fall slightly. It is important to water evenly, and not to excess, around your entire foundation to minimize the soil contraction and consequent foundation movement. This watering should be every three to five days rather than very heavy watering for longer periods.
4. If brick or Sheetrock cracks occur, first study your lawn drainage for the cause and solution.
5. The solution is to correct the lawn drainage problem and then allow three to six months before repairing cracks. The reason for this is that most cracks will become smaller after soil moisture equalizes itself from proper drainage conditions.

6. If brick cracks occur, we do not recommend patching them for the patch is almost always more unsightly than the crack, due to the color mismatch or mortar.
7. Sheet rock cracks may be filled and repainted. Patching plaster or textured material is readily available from paint stores and fairly simple to use.

GAS APPLIANCES (See "Appliances")

GRADING

Your house lot and surrounding lot grades were established by professional engineers to provide positive drainage away from the building in all directions. Should you wish to change the drainage pattern, be sure that a proper drainage slope is maintained. DO NOT fill above the top of the foundation and always allow a 6-inch minimum between the soil and siding. Small depressions in the lawn should also be filled.

HOODS (See "RANGES OVENS AND BROILERS")

MOLDINGS (See "TRIMMINGS AND MOLDINGS")

PLUMBING

Your plumbing has been installed by a professional and generally should need only minimum maintenance for many years if you care for it properly. If any problems do arise, tend to it promptly to prevent a bigger, and often more costly problem from developing.

LEAKS

Copper pipes should last the lifetime of the house.

If your washing machine, dishwasher, or other water-using appliances appears to leak, check first to be sure that the trap through which it drains is completely open. Sometimes a partially clogged drain can cause overflow with in the appliance. (See also "DRAINS")

REGISTERS (See "COOLING SYSTEM" and HEATING SYSTEM")

ROOF

Your roof will give you many years of good service if it is properly maintained. Flashing seal places where the roof abuts walls, chimneys or valleys, where two roof slopes meet. If a leak should occur, call a qualified roofer to make the repair: if it is repaired as soon as the roofing material has dried, the cost will be far less than if the job is postponed. If you have to walk on your roof for any reason, be careful not to damage the surface of the flashing. Be particularly careful when installing a TV or radio aerial: a careless job can cause serious leaks.

SCREENS (See "WINDOWS")

SILLCOCKS (See "FAUCETS")

SINKS (See "BATHTUBS, SINKS, AND SHOWERS")

STEPS (See "DRIVEWAYS, WALKS AND STEPS")

STOVES (See "RANGES, OVENS AND BROILERS")

TOILETS

Never flush grease, lint, hair, diapers, rubbish, etc., down the toilet drain. Such waste stops up the toilets and sanitary sewer lines. (For unclogging a stopped-up toilet, see "DRAINS")

CLEANING

A variety of commercial cleaners are made especially for the toilet. Use them according to the manufactures directions, but do not mix them or use them with household bleach or any cleaning product. And never use them in anything but the toilet.

LEAKS

If the water chamber appears to leak, it may only be condensation forming on the outside of the tank and dripping to the floor. If water leaks, it may only be condensation forming on the outside of the tank and dripping to the floor. If water leaks into the bowl through the overflow pipe, try bending the rod holding the float so that the float will be closer to the bottom of the tank. Flush the toilet and it still leaks, the inlet valve washer probably needs to be replaced. If the water trickles into the bowl but is not coming through the overflow pipe, it is coming through the flush ball valve. The rods between the ball valve and the flushing handle may need aligning, so that the ball will drop straight down after the handle had been pushed. A worn ball valve or dirt or rust on the ball or the ball seat will let water leak through into the bowl. If the ball or seat is dirty or rusty, clean. If the ball is worn, unscrew it and replace it with a new one.

TUBS (See "BATHTUBS, SINKS AND SHOWER")

WALKS (See "DRIVEWAYS, WALKS AND STEPS")

WALLS AND CEILINGS

The interior walls of your new home are constructed of gypsum wallboard and they should last, without undue maintenance, for the life of the building. In unusual cases, such as extreme shrinking in framing boards, minor cracks may appear. No repairs should be attempted until the room is ready to be redecorated. At that time, fill the cracks with spackling compound (available from any paint store), smooth it out with fine sandpaper, and then redecorate the entire surface. Sometimes normal shrinking will cause nail pops. The lumber and the wallboard shrink away from the nail and leave it sticking out beyond the surface of the wallboard. Popped nails do not alter the strength of the wall, and they should be left alone until time to redecorate. Then they should be reset, re-spackled, and repainted with the rest of the wall. Unusual abrasions may scuff or indent the surface of gypsum walls. In that event, fill the indentation with two or three applications of joint cement used for dry wall taping.

CONDENSATION

Condensation takes place wherever warm, moist air inside the house comes in contact with a colder surface such as windows. Ventilation helps eliminate condensation, so do not obstruct openings such as attic louvers. Condensation is at its maximum in new homes. When your home was built, many gallons of water went into materials such as concrete, wallpaper paste, tile work, and even some type of paint. This water comes out of the house by evaporation, which consequently develops higher moisture content than normal. You must see that ventilation is provided whenever possible to bring this normal drying-out process to its conclusion as steadily as possible. This is especially important due to the tight energy efficient construction trapping inside air unless you take action to allow ventilation. Do not try to aid the drying-out process by creating extremely high temperatures during winter. It will tend to create uneven drying which will adversely affect normal shrinkage.

WALLPAPER AND INTERIOR PAINT

The interior walls and ceilings of your new home have been decorated with latex paint. They should give you long service if properly cared for. Do not wax painted walls. Consult your paint and wallpaper dealer for the correct cleaning compound for painted surfaces and wallpaper. He also can assist you in choosing from hundreds of possible paint colors and wallpaper patterns when you wish to redecorate or make color changes.

LANDSCAPING CARE

Effective the date of your homeowner walk through, your landscaping will be turned over to you for continued maintenance.

The Landscape Architect suggests the following maintenance schedule or as your landscape maintenance contractor suggests:

1. Water your lawn twice to three times daily initially. Continue for three weeks until the lawn is finely rooted. After establishment (3-4 weeks), your watering can be cut back to every other day for lawns and every third day for shrubs. This will vary somewhat due to weather and soil type.
2. Do not walk on the lawn for the first two weeks to avoid root compaction
3. Mow your lawn weekly, starting two weeks after the lawn was installed. Mow your lawn high (2") initially and never lower than (1/2").
4. Fertilize your lawn monthly initially with a good lawn fertilizer and then every 2-3 months as required to maintain green, lush growth.
5. Shrubs should be watered according to the schedule above and fertilized with a good all - purpose fertilizer every three to four months to maintain the proper environment for growth.
6. Prune shrubs to contain errant growth and maintain form. Hedging or close clipping of shrubs is not recommended.

7. Check the operation of your irrigation system regularly. Initially, nozzles can get plugged with latent debris in the lines. They can be cleaned by unscrewing the nozzle (after pulling up the pop-up riser) and blowing out or tapping the nozzle on a hard surface. Do not forget to clean out the screen below the nozzle. During this cleaning, do not let go of the spring-loaded riser. It is hard to pull up without the nozzle attached.

Homeowner's maintenance schedule



Owner Initials _____

As a homeowner, you are obligated to follow all reasonable maintenance obligations and schedules as provided by your builder and your appliance.

Failure to do so could void your home's, and its component's, warranties.

Post Move-In: Familiarize family members with the following

- Panel and Circuit Breakers
- Location of Gas Shut-off Valves
- Location of Water Shut-off Valves
- Fire Extinguisher - purchase one and teach family where it is located and how to use.
- First Aid Kit - purchase one and teach family where it is located and how to use.
- Appliance User Manuals and Maintenance requirements - read manuals before using.

Monthly - homeowner should check and correct the following

- check Smoke and CO2 detector battery levels
- Interior Caulking - check for cracking around sinks, tubs, toilets and showers Plumbing
- check sink cabinets for signs of leaks
- Range Hood Filter - remove and clean. Monthly or more often if needed.
- Dryer Vent - clean lint accumulation. Monthly or more often if needed.
- Garbage Disposal - clean by grinding ice cubes. Freshen by grinding citrus.

Owner Initials _____

Quarterly -homeowner should check and correct the following

- HVAC - replace furnace filter. Quarterly or more frequently if needed.
- Plumbing - check water supply lines and valves for leaks. Clean out aerators and drains.
- Windows - check windows and locks for operation. Clean tracks and weep holes.

Every Six Months -homeowner should check and correct the following

- Electric - test and reset GFCI recepticals and Arc Fault circuit breakers
- Grout - seal ceramic tile grout. Cracked grout should be filled with caulking.
- Garage Doors - lubricate hinges and clean tracks.
- Gutters and Downspouts - check and clean as necessary
- Interior Doors - lubricate hinges as necessary. Use non-oil based lubricant.
- Tankless Water Heater - clean in-line water filter.

Annually - homeowner should check and correct the following

Fire Extinguisher - ensure they are fully charged.

Drywall - check for cracking. Fill, sand and paint as necessary.

Exterior Doors - Check locks and weather stripping, lube hinges with non-oil based lubricant.

Drainage - check yard swales, clean as needed. Ensure rain water drains away from house.

Exterior Surfaces - Check stucco, siding, moulding and paint. Repair as necessary. Insects / Pest Control - check for insects and treat as needed or hire a professional. Roof - visually check roof materials from ground. Clean debris as necessary.

Trim and Moulding - check for cracks or separation. Fill, sand and paint as necessary
Windows - check for proper seal.

Fire Sprinkler Systems - follow system requirements for annual testing and maintenance



SB 800

1. STANDARDS.

Subcontractor acknowledges and agrees that all Work shall be performed so as to be in strict compliance with the standards set forth in Part 2, Title 7, Chapter 2, of the California Civil Code (Civil Code sections 896, et seq.), commonly referred to as the “Functionality Standards”. It is understood and acknowledged by Subcontractor that Chapter 2, entitled “Actionable Defects”, applies to original construction in California and limits actions seeking recovery of damages arising out of deficiencies in residential construction to violations of certain specified standards set forth in the statute.

Subcontractor shall immediately bring any discrepancies or violations of functionality standards in plans or specifications to the attention of Contractor prior to the commencement of Subcontractor’s Work. If Subcontractor fails to bring such discrepancies or violations to Contractor’s attention, and subsequent claims are made by homeowners or the homeowners association pursuant to SB 800, Subcontractor waives its right to assert the existence of discrepancies or violations of functionality standards in plans or specifications in any subsequent claim, prelitigation procedure or other proceeding or action. All Work shall meet or exceed the standards of Chapter 2 of such law, and should any of the Work fail to conform strictly to and comply with said standards, it shall be deemed Defective Work under the Subcontract Agreement, irrespective of the date on which such failure or non-compliance becomes known to Contractor or Owner. The requirements of this paragraph shall survive the completion of the Work or the earlier termination of the Subcontract Agreement.

2. FIT AND FINISH WARRANTY.

In addition to the warranties and/or guaranties set forth in the Subcontract Agreement, Subcontractor acknowledges and agrees that it will perform all of its Work so that the Work complies with the “Fit and Finish” Warranty required by Part 2, Title 7, Chapter 3, of the California Civil Code (Civil Code section 900), to the extent such Warranty is applicable to the Work. Subcontractor further acknowledges and agrees that its warranty obligations, and obligation to perform Corrective Work, shall be co-extensive in duration and scope with the Fit and Finish Warranty provided by Owner to buyers of homes in the Project. The requirements of this paragraph shall survive the completion of the Work and/or the earlier termination of the Subcontract Agreement.

3. DISPUTE RESOLUTION.

In addition to the dispute resolution provisions of the Subcontract Agreement, which shall continue to govern any claims, disputes or controversies between Contractor and/or Owner, on the one hand, and Subcontractor, on the other hand, and not involving home buyers in the Project or the homeowners association for the Project, Subcontractor further agrees to comply with the following dispute resolution provisions governing any claim, dispute or controversy relating to or arising out of the Subcontract Agreement and/or the Work, which involves a claim asserted by a home buyer in the Project and/or by the homeowners association for the Project. Subcontractor acknowledges that in connection with the sale to the public of homes at the Project, and/or the creation of, and/or the conveyance of common area to, the homeowners association for the Project, Owner will adopt, offer to, or execute with, home buyers in the

Project [or, in the case of covenants, conditions and restrictions ("CC&Rs"), record], some or all of the following documents (collectively, "Home Buyer Documents"): (i) CC&R's; (ii) consumer sales contracts; and (iii) a limited warranty, including, without limitation, the Fit and Finish Warranty included therein. A copy of the Home Buyer Documents will be made available to Subcontractor upon written request to Contractor. Subcontractor further acknowledges and understands that Contractor and Owner have elected to engage in, follow and be bound by, the pre-litigation procedures set forth in Part 2, Title 7, Chapter 4 of the California Civil Code (Civil Code sections 910-938). Subcontractor acknowledges and agrees that any and all claims, disputes and controversies between or among any home buyer, homeowners association, Contractor, Owner and Subcontractor will be subject to the terms and conditions set forth in such Home Buyer Documents, including, without limitation, any provision in such Documents requiring binding arbitration of any such claims, disputes or controversies. Subcontractor agrees to be bound by and participate in any and all pre-arbitration procedures, provisions and requirements, and any and all dispute resolution procedures, provisions and requirements, set forth in such Home Buyer Documents. In addition, in the case of any claim, dispute or controversy by or involving any home buyer or homeowners association that proceeds to arbitration, Subcontractor agrees that it will be subject to, will participate in and will be bound by any such arbitration in accordance with the terms and provisions of such Documents. In the event that any dispute resolution procedures, provisions or requirements set forth in the Home Buyer Documents, including, without limitation, any arbitration provision, are found to be unenforceable for any reason, Subcontractor agrees to be subject to, participate in and be bound by any other dispute resolution procedure, provision or requirement binding on Contractor and/or Owner, to which any claims, disputes or controversies involving any home buyer or homeowners association are submitted. The requirements of this paragraph shall survive the completion of the Work and the Project and/or the earlier termination of the Subcontract Agreement.

4. CONTACT INFORMATION.

Subcontractor shall provide below the name, address, city, state, zip code and contact name for Subcontractor and Subcontractor's insurance carriers. Subcontractor agrees to update this information for a period of 10 years from the date of substantial completion of the Project or from the date of close of escrow for the sale of the last Unit to a homeowner, whichever is later. Under SB 800, Contractor is required to give Subcontractor notice of a claim but can only do so if Subcontractor informs Contractor of any change in its notice information. If Subcontractor fails to provide this contact information for the specified period, Subcontractor waives its right under SB 800 to argue that it failed to receive proper notice of a claim or a pre-litigation procedure.

5. COMPLIANCE AND COOPERATION.

Subcontractor hereby agrees that it shall fully and faithfully comply with and shall fully and promptly cooperate in good faith with Owner, Contractor and such parties' respective legal counsel so that Owner, Contractor and such parties' respective legal counsel may comply with and satisfy any requirements and/or obligations related to the pre-litigation procedures under SB 800 and the limited warranty with respect to any SB 800 claim or notice arising out of or relating to the Work. Such cooperation shall include, without limitation, assisting Owner, Contractor and such parties' respective legal counsel (as determined by Owner, Contractor and such parties' respective legal counsel in their sole discretion) in making offers to repair and performing such repairs (to the extent requested or permitted under SB 800). As part of the Work and prior to completion thereof, and thereafter upon request, Subcontractor shall provide Owner and Contractor with copies of any and all plans, specifications, grading plans, soils reports,

engineering calculations, maintenance and preventative maintenance recommendations, limited warranty or “useful life” information as to any “manufactured products” (as defined in California Civil Code Section 896 (g) (3)), guarantees and warranties on consumer products (as defined in the Magnuson-Moss Act) and any other documentation relating to the Work which Owner or Contractor is required to or elects to provide to homeowners and/or the homeowners association under SB 800.

Appliance Model and Serial Numbers

Type	Model #	Serial #
dishwasher		
microwave/hood		
stove		
refrigerator		
AC UNIT		
water heater		