

HOMEOWNER'S MANUAL

Proudly Built by:
The FrameWorks Group Company



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Homeowner's Manual

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Homeowner Limited Warranty

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To Our Customers,

Welcome to your new home. We are pleased you have taken the time to review your home, which has been built with quality products and skilled workmanship.

The FrameWorks Group and our team of building professionals takes great efforts to assure that the product we deliver is such that you will find it all that you hoped it would be.

Before taking possession of your new home, you will be asked to attend a pre-settlement demonstration with the Project Manager who has been in charge of the construction of your home. The purpose of this pre-closing new homeowner's orientation is to familiarize you with the operation of all equipment, to review all owners' maintenance responsibilities, and to demonstrate the quality of the home. Any items that are not up to industry standards of workmanship will be noted for correction.

A Company representative will schedule a final review within ten months after the pre-closing new home owner's orientation. Issues related to the original construction, if any, should have become apparent at this time. You should keep a list of any such issues, and we will take care of them after the final review in accordance with the "Homeowner Limited Warranty" which is set forth in the back of this booklet.

Normally, final repairs and adjustments can be completed within thirty (30) calendar days, weather permitting. Emergency items, those that make living in the home unsafe, will be addressed immediately upon notification and repaired as quickly as possible.

We urge you to read these pages carefully and to review them from time to time. We believe it will help you in protecting your investment.

We wish you many happy years in your new home.

Sincerely,

Charles Kyriakoudes
Chief Executive Officer
FrameWorks Group

Manager's Message

The information in this booklet is presented to help you in selecting and maintaining your new home. The purchase of a new home may be the biggest single expenditure you will make in your lifetime. We intend that it be a happy and satisfying experience for you and your family. We encourage you to ask questions about anything that you don't completely understand.

In the first section of this booklet, we describe the process of viewing models, selecting options, signing the purchase agreement, obtaining a mortgage, reviewing the completed home, closing, and moving into your new home. It is important that you understand this process so that you get the product that you are expecting.

The next portion of this guide deals with the maintenance of your home so that you may obtain maximum enjoyment from it. We stress that a good home does require maintenance. From the day you move in, your home will undergo wear and tear like any other product which is subject to use. However, if the instructions in this guide are carefully followed, you should be able to prevent many issues with only occasional reliance on professional service personnel over the years you live in your home.

We look forward to serving you and hope that you will be so enthused about your home that you in turn will recommend us to others.

SERVICE AND MAINTENANCE GUIDE

I. INTRODUCTION

PLEASE READ THIS CAREFULLY. The following is intended to acquaint you with our responsibilities under this Limited Warranty. If a defect that results in actual physical damage to the home occurs, the Performance Standards will be used to determine our obligation under this Limited Warranty. If a specific defect is not addressed in the Performance Standards, one of the following standards will be used to determine our obligations under this Limited Warranty:

- a. Locally adopted codes; or
- b. Model codes covering building, mechanical, plumbing and electrical systems (Appendix A); or
- c. Codes or nearby jurisdictions; or
- d. Locally accepted building practices.

Also note that coverage on certain items varies within the Warranty Period and some items rely on proper maintenance and timely notification by the Homeowner. We reserve the right to review each warranty claim individually based upon the circumstances of the claim.

Any time that warranty service is performed during the Warranty Period, such service continues to be covered within the remaining original Warranty Period; however, there is not any extension to any service item beyond the Original Warranty Period.

***** Not all items within this Limited Warranty will apply to all Homes or Homeowners.**

II. HOMEOWNER REPOSIBILITIES

The home requires an active maintenance effort on the Homeowner's part to reduce the likelihood of damage due to neglect, improper maintenance or abnormal use. Details as to the Homeowner's maintenance requirements are described within this Warranty.

Note: Damage caused or made worse by Homeowner negligence, improper maintenance, or improper operation is expressly excluded under this Limited Warranty.

A. Landscaping

To properly start your lawn, we recommend that you purchase a book on lawn and garden care. Your lawn and/or shrubs will need regular and consistent attention. After final settlement, we cannot be responsible for the regular and consistent attention needed to properly care for your lawn and garden. Your lawn and/or shrubs will show the effort you have put forth.

If you choose to install a sprinkler system we are not responsible for site conditions, such as rock, which may affect the cost of such system. If your home is a condominium, the Condominium Association is responsible for the sprinkler system.

Seeded lawns:

If your contract included a lawn package, you will receive a starter yard. The most important time for your yard will be the first thirty days. Begin to water immediately to establish a moist soil condition, preferably in the morning. After this, water every day to maintain a moist surface for 20 to 30 days. In hot weather, disease and fungus will attack wet grass, so you must allow time for the grass to dry off before nightfall. The amount of water your lawn requires will vary depending on the type of soil you have, temperature, humidity, wind and amount of rain.

On new grass, it is important to keep the lawn mower blade sharp, so that the grass blades are cut, rather than pulled out or torn. Minimum cutting height of 3 inches should be kept in mind. Do not rake newly seeded lawns, if possible bag or collect clippings to encourage new growth. With starter lawns there will be areas that require you to spot seed. Also, stones which surface to the top are normal and should be removed by hand.

Your lawn will need to be fertilized and/or limed. Do not fertilize in hot weather, and always water after applying fertilizer. The most important item your new lawn will need is water, water and more water. The Builder's Limited Warranty does not include the replacement of seeding, or sod.

Sodded Lawns:

Sod must be kept moist until the sod is well established (roots have grown into the soil). This will usually take 3-4 weeks. After turf begins to grow, reduce watering to 2-3 times a week. Leave sprinkler in the same spot for 1 hour or until the ground is fully saturated. Then cut, water and fertilize as you would an established lawn.

Your lawn will need to be fertilized and/or limed. Do not fertilize in hot weather, and always water after applying fertilizer. The most important item your new lawn will need is water, water and more water. The Warranty does not include the replacement of seeding, or sod.

Trees and Shrubs:

Water every other day for the first week, then once a week if temperatures are below 85 degrees, twice a week if above 85 degrees. It is important to soak the plants, not sprinkle the top of the mulch. Watering should continue through the fall of the first year. Trees need 5 gallons of water per week, more if it is hot. Shrubs and trees will need pruning and fertilizing. Again, we recommend that you purchase a book on gardening and lawn care for more detailed instructions as there are too many variables to be specific.

Tress and shrubs are not warranted by us, whether pre-existing or planted by us.

If your home is part of a condominium, the Condominium Association is responsible for the selection and maintenance of the lawn and garden. Individual condominium owners may not plant in common areas.

B. Homeowner Maintenance Tips

Your new home has been carefully designed and constructed to provide you and your family with a safe, comfortable home. However, in order to maintain your home in top condition, some periodic attention on your part is necessary. In this Manual, we have incorporated maintenance ideas that we hope will be helpful to you.

C. Mold

Mold is a naturally occurring fungus which is spread by microscopic spores. Homes cannot be designed to exclude the possibility of mold spores circulating within the house and the subsequent development of mold. In order to grow, mold requires both a food source (i.e., fabric, carpet, drywall, and wood, among others) and moisture. A homeowner can and should minimize moisture within the home in order to reduce or minimize mold growth. There are many possible sources of moisture within a home including, but not limited to, humidity, condensation, leaks, spills, and overflows. Some or all of those sources of moisture can be prevented through good maintenance and housekeeping practices. It is important to note that if the source of moisture is not minimized within 24-48 hours, that it can prove to be the basis upon which mold may develop.

In light of the above, a homeowner has a continuing obligation to minimize the potential for mold growth and minimize mold when and if it develops. This can be effected by some or all of the following:

1. Regular vacuuming and cleaning of the house, following manufacturer's recommendations for specific products.
2. The use of exhaust fans, the air conditioner and taking other steps to evaporate or facilitate the evaporation of moisture during seasons of high humidity, such as late spring, summer and early fall, to minimize the humidity within the home. If the Home has a humidifier, make sure it is turned off during these seasons.
3. Inspections for leaks on a regular basis within the house and, in that regard, looking for wet spots, discoloration, musty odors, and any visible signs of mold. Particular care should be given to the inspection of condensation pans in refrigerators and air conditioners. All leaks should be repaired promptly.
4. Any spills, puddles or other sources of moisture should be cleaned up and dried as soon as possible. Under no circumstances should water be allowed to pool or stand in your home. Any materials that cannot be thoroughly dried, including drywall, insulation, padding or carpeting, should be replaced promptly.
5. Use of exhaust fans while cooking or using shower.

If, notwithstanding all of these preventive measures, mold should develop, the affected area should be cleaned with proper cleaning solutions. Materials that cannot be cleaned effectively should be discarded. If the mold growth is severe, the services of a professional cleaner should be utilized.

As your homebuilder, we should only be contacted where the source of moisture is a direct result of a building defect or mechanical problem with the applicable warranty period. Such notification must be given within 24 hours in order to minimize the possibility that the source of moisture will lead to mold development. We will not be responsible for any damage caused by mold or by any other agent arising from or connected with the mold for property damage, personal injury, emotional distress, death or adverse health effects.

III. CONDOMINIUM RESPONSIBILITIES

The home and community as a whole requires an active maintenance effort on the Condominium Board's part to reduce the likelihood of damage due to neglect, and the wears of usage, weather and time. Details as to the Condominium Association's maintenance requirements are described within this Warranty.

IV. PERFORMANCE STANDARDS

A. ONE YEAR WARRANTY ITEMS

1.0 GENERAL DATA

Coverage: 1st Year Only As Stated

Area: Workmanship & Materials As Stated

The Performance Standards lists specific items (defects) within each separate area of coverage. The first section covers Workmanship and Materials; the second section covers Systems. The standards are expressed in terms of performance criteria. For easy comprehension, the format is designed as follows:

a. Service & Maintenance Tips

b. Problem Solving

1. **Possible Condition** - brief statement, in simple terms, of problems that may be encountered.
2. **Performance standard** – a performance standard relating to a specific deficiency.
3. **Responsibility** – a statement of the corrective action required of the Builder to repair the condition or a statement of the Homeowner's maintenance responsibilities.

2.0 **SITWORK**

Coverage: 1st Year Only As Stated

Area: Workmanship & Materials As Stated

2.1 **Naturally Occurring Gases**

a. **Service & Maintenance Tips**

A small percentage of homes in the United States experience elevated levels of radon gas and/or methane gas or other naturally occurring gases. These are naturally occurring gases which rise up and escape from the soil. This phenomenon can occur in any home, regardless of the type of home or who builds it. We claim no expertise in the measurement or reduction of these gases in homes, nor do we provide any advice to homeowners as to acceptable levels or possible health hazards of the gases. As to radon, homeowners may wish to obtain a test kit that meets the EPA protocol for measuring the level of radon gas in their homes. EPA publishes a list which provides information on EPA-approved suppliers of such test kits. Further information is available through the U.S. Environmental Protection Agency or the applicable state environmental protection office. **WE MAKE NO WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO THE PRESENCE OF NATURALLY OCCURRING GASES, SUCH AS RADON AND/OR METHANE, AT OR IN THE VICINITY OF THE SUBJECT PROPERTY.**

2.2 **Sub-Surface Drainage Materials**

a. **Service & Maintenance Tips**

We have damp-proofed the outside of the foundation below grade with a high-quality damp-proofing material. We have also installed interior (“French”) drains and sump pumps in each of the basements that should assist in redirecting any water that may accumulate at the base of the foundation. No maintenance is needed for the French drains.

If your home is equipped with sump pumps, it should be checked and cleaned by a professional serviceman. See your instruction manual for the recommended frequency of care for your system. You may wish to contact a serviceman to establish a regular maintenance program.

If your home is part of a condominium, it is the Condominium Association’s responsibility for the care of this system.

2.3 **Surface Drainage**

a. **Service & Maintenance Tips**

Proper grading is essential to provide and maintain a dry basement. We have provided proper drainage around your home in general conformance with the approved site plan as determined by local requirements. It is important that the

established grades be maintained, so that surface water may flow away from your home. Gutters, downspouts and splash blocks should be kept unobstructed and maintained to divert water away from the foundations.

Within the first year, we will provide on a one-time basis, labor and material to fill any settled areas next to the foundation to include water, electric, sewer and gas lines.

We will replace or put back landscaping (sod, seed or bushes) which is disturbed by the filling activities but we do not warrant or guaranty such replaced landscaping. In addition, the grass or sod may not match the existing yard.

b. Standards

1. Possible Condition

Settling of ground water around foundation, utility trenches or other areas.

Performance Standard

Settling of ground around foundation walls, utility trenches or other filled areas should not interfere with water draining from the home.

Responsibility

It we are required to provide final grading, we will fill settled areas affecting proper draining, one time only during the year. However, we are not responsible for filling utility trenches or the area around utility trenches. We are responsible for removal and replacement of shrubs and other landscaping installed by us affecting by placement of the fill. Grasses or landscaped areas which are disturbed during repair work will be restored. We are to restore, grade, seed, and landscaping to meet proper conditions. Landscaping added by the Homeowner is not our responsibility for movement, maintenance, or replacement.

2. Possible Condition

Improper drainage of the site.

Performance Standard

The necessary grades and swales have been established by us to insure proper drainage away from the home. Standing or ponding water shall not remain for more than 48 hours in the immediate area after a rain; except in swales which drain other areas. The possibility of standing water after an unusually heavy rainfall should be anticipated. No grading determination shall be made while there is frost or snow on the ground, or while the ground is saturated.

Responsibility

We are responsible only for initially establishing the proper grades and swales in the areas disturbed by construction. The Homeowner (or the Condominium Association, if your home is part of a Condominium) is responsible for maintaining such grades and swales once they have been properly established by us.

NOTE: Ponding Water shall be defined as visible surface water standing in low points in the yard, (not identified as permanent erosion control measures) generally 24 hours after cessation of a hard rain, and more than 48 hours in swales and other drainage areas identified on the site plan.

Ponding or drainage caused by clearing, grubbing, raking, etc... by the Homeowner or neighboring homeowners is not our responsibility.

3.0 CONCRETE & ASPHALT

Coverage: 1st Year Only

Area: Workmanship & Materials

3.1 Driveways, Walks, Patios, Porches, and Steps

a. Service & Maintenance

Most driveways, walks and patios in our homes are constructed of concrete or asphalt. We have anticipated normal stresses on these concrete areas and have provided contraction and expansion control joints to minimize cracking; however, cracking is one of the characteristics of concrete and a method of entirely eliminating cracks is still sought. Most exterior concrete cracking is caused by frost or uneven sub-grade settlement at sewers, drains, and utility crossings. Minor cracks are a normal expectation and are best left alone. If cracks exceeding established performance standards occur, we will inspect them.

Salt and other de-icing chemicals used to melt snow and ice cause pitting and discoloration of the concrete. Even if you do not use salt, it can be tracked on concrete surfaces from the street on feet or tires. To assist you in having traction on ice it is suggested that you use sand and not salt. Remember to provide a mat at the front door so sand will not be tracked into your home. In order to protect concrete from surface deterioration, we recommend the application of a concrete sealant available at most hardware or masonry supply houses which will help retard the deterioration of concrete surfaces. This should periodically be applied by the Homeowner (or the Condominium Association, if your home is part of a Condominium).

Low spots in concrete driveways are normal and can be broom swept after rain.

For asphalt drives, we suggest that the Homeowner (or the Condominium Association, if your home is part of a Condominium) apply a driveway sealer to help improve the durability and appearance of the driveway. Sealers should be applied every three (3) years. Asphalt driveways may be damaged by gasoline or oil spills or by sharp items, such as outdoor furniture legs, bicycle kickstands, etc... Vehicles parked in one position over a long period of time may cause wheel depressions. Similar damage may also be made by turning the wheels of an automobile while it is standing still during hot weather.

On asphalt drives, we will patch/fill sunken spots due to settlement of 2 inches or greater on a one-time basis during the first year of occupancy. We will not resurface the entire driveway because of sunken spots. Areas which are patched or filled may not match the existing driveway.

On a stone driveway, we will supply extra stone for sunken line areas only in the first year after closing. We will not refill ruts resulting from the use of the vehicles.

On driveways and garage slabs where Fiber-Mesh concrete is used, fibers may be seen on the surface on the concrete. This is an acceptable condition and we will take no action.

b. Standards

1. Possible Condition

Pitting, scaling or spalling of concrete work.

Performance Standard

Concrete surfaces should not disintegrate to the extent that the aggregate is exposed and loosened under normal conditions or weathering and use. However, surface spalling may occur during exceptionally cold conditions due to moisture saturation and freezing.

Responsibility

We will repair or replace defective concrete surfaces. We are not responsible for deterioration caused by salt, chemicals, implements used, and other factors beyond our control, including moisture saturation and freezing due to exceptional cold weather. Where a repair is made to the concrete surface, color and finish of the repaired area may not match the adjacent surface.

2. Possible Condition

Cracking, settling, or heaving of stoops, steps, nonstructural patios, driveways, and leadwalks.

Performance Standard

Stoops, steps, driveways and leadwalks are not to settle or heave permanently in excess of one inch in relation to the house structure. Cracks in steps and driveways which exceed ¼ inch in displacement between sections will be replaced. A separation of up to ½ inch is permitted where the stoops or steps abut the house or where an expansion joint has been installed.

Responsibility

We will repair or replace concrete (at our option) to meet standard. Where a repair is made to the concrete surface, matching the color and finish of the adjacent surface cannot be expected.

3. Possible Condition

Surface Cracks

Performance Standard

Surface cracks in driveways and leadwalks no greater than ¼ inch in displacement and/or separation.

Responsibility

We will repair or replace concrete (at our option) to meet standard. Where a repair is made to the concrete surface, matching the color and finish of the adjacent surface cannot be expected.

4. Possible Condition

Standing water on stoops.

Performance Standard

Water should drain from outdoor stoops and steps. However, it is acceptable for some water to stand as it dissipates.

Responsibility

We will repair or replace concrete (at our option) to assure drainage of steps and stoops. Where a repair is made to the concrete surface, matching the color and finish of the adjacent surface cannot be expected.

5. Possible Condition

Cracks in structurally attached patios with footing or foundation systems.

Performance Standard

Cracks in excess of ¼ inch in width or ¼ inch vertical displacements are considered excessive and unacceptable in structurally attached patios.

Responsibility

We will repair as required. Where cracks are caused by settlement or improper installation, we will replace that portion which has settled. Matching the color and finish of the adjacent surfaces cannot be expected.

6. Possible Condition

Stains on concrete caused by curing/sealing agents, lawn fertilizers, leaks from automobiles or other chemicals.

Performance Standard

These products can stain concrete, but usually fade with exposure to sunlight and weather.

Responsibility

None.

3.2 Foundation Walls

Service & Maintenance Tips

Our homes have poured concrete foundations.

The foundation walls are subject to a wide variety of stresses and strains. The base of the wall, being in the ground, maintains a fairly constant temperature; while the top portion extending out of the ground is subject to extreme temperature changes from summer heat to winter cold causing concrete and masonry to expand and contract.

The ground on which the foundation rests may settle slightly creating stress. Don't be alarmed if you see cracks in your foundation walls. Minor cracks normally require no action. If a large crack appears, please inform our Office and we will inspect it.

For additional information on foundation care see the sections on grading and waterproofing.

Standards

Possible Condition

Basement or foundation wall cracks.

Performance Standard

Shrinkage cracks are not unusual in concrete foundation walls. Such cracks greater than 1/8 inch in width are to be repaired.

Responsibility

We will repair cracks in excess of 1/8 inch width by pointing, patching or other methods we determine.

3.3 Basement Floors

Service & Maintenance Tips

Concrete will contract and expand due to changing temperature. Cracks are normal and are best left alone. Because of the nature of the concrete materials, some minor low spots may occur on the basement floor. Therefore, some sections of the floor may have to be broom swept to remove water during cleaning. Cracks or low spots will not affect the overall strength of the floor. Color variation of concrete is normal. Color will become more uniform with age.

Occasionally, basement floors will collect water as a result of condensation of warm, moist air on the cold basement floor. For an explanation of this condition, see "Condensation". Mildew may also result from this condition. You should be

selective about what you store on a basement floor. Items that are susceptible to moisture should not be stored on concrete floors. Also, dehumidifiers can help maintain moisture at the desired level.

Standards

Possible Condition

Separation or movement of concrete slabs within the structure at joints.

Performance Standard

Concrete slabs within the structure are designed to move at joints.

Responsibility

None

Possible Condition

Cracking of basement floor and house slab.

Performance Standard

Minor cracks in concrete basement floors are normal. Cracks which exceed 3/16 inch in width or 1/8 inch in vertical displacement shall be repaired.

Responsibility

We will repair cracks exceeding maximum tolerances by surface patching or other methods as we determine.

Possible Condition

Uneven concrete floors/slab

Performance Standard

Except for basement floors or where a floor or portion of floor has been designed for specific drainage purposes, concrete floors in rooms designed for habitability shall not have pits, depressions or areas of unevenness exceeding 1/4 inch in 32 inches.

Responsibility

We will correct or repair to meet the performance standard. When applicable, surface patching is an accepted method of repair. We will re-install or replace any finish flooring materials originally provided by us as necessary.

3.4 Welled Exits and Areaways

a. **Service & Maintenance Tips**

Welled exits or area drains must be kept clear of debris and periodically cleaned to avoid water migration into the basement. If your home is part of a condominium, then the Condominium Association is responsible for this maintenance.

b. **Standards**

1. **Possible Condition**

Welled exit floods

Performance Standard

Welled exit should not flood if kept clear of debris.

Responsibility

We are not responsible for flooding if the welled exit is not kept clear of debris.

4.0 MASONRY

Coverage: 1st Year Only

Area: Workmanship & Materials

4.1 Foundation Walls

a. Service & Maintenance Tips

The grade adjacent to foundation walls has a tendency to settle and expose some portion of the wall. (See Surface Drainage)

b. Standards

Possible Condition

Basement or foundation wall cracks.

Performance Standard

Small cracks not affecting structural stability are not unusual in mortar joints of masonry foundation walls. Cracks greater than 1/8 inch in width shall be repaired.

Responsibility

We will repair cracks in excess of 1/8 inch by pointing or patching. These deficiencies will be reported and repairs made during the first year of the warranty period.

4.2 Brick or Stone Veneer

a. Service & Maintenance Tips

The brick or stone selected for your home has been professionally color coordinated to provide a visually pleasing exterior scheme as integrated with your surrounding neighborhood.

Please refrain from planting ground cover or ivy which could creek up the foundation walls, and as a result, dilute the strength of the mortar. We cannot be held responsible for the appearance of cracks resulting from vegetation, efflorescence (ie., a white film which forms on bricks in cold weather and disappears as warm weather returns) or other Homeowner maintenance items.

b. Standards

1. Possible Conditions

Cracks in masonry walls, veneer, brick steps or stoops.

Performance Standard

Small hairline cracks due to shrinkage are common in mortar joints in masonry construction. Cracks greater than 1/8 inch in width are considered excessive.

Responsibility

We will repair cracks in excess of performance standard by pointing or patching. We will not be responsible for color variation between old and new mortar. These repairs should be made toward the end of the first year warranty period to permit the home to stabilize and for normal settlement to occur.

5.0 METALS

Coverage: 1st Year Only

Area: Workmanship & Materials

5.1 Porch/Areaway Rails

a. Service & Maintenance Tips

Ornamental iron rails, due to their location, are often exposed to severe climate conditions which can cause rusting. Inspection of railings should be made annually (in the Spring) to identify potential rust problems and repair as part of a normal maintenance schedule.

Extended periods of rust on these rails, when left untended, often lead to unsightly rust wash/drip down on concrete and masonry surfaces.

b. Standards

1. Possible Condition

Rust shows through exterior areaway or porch rails.

Performance Standard

No rust should be visible at the final service inspection.

Responsibility

We will spot sand unacceptable rust areas only, seal with red oxide metal primer, and paint to match one time only during the first year warranty period. Rust stains are not covered by this Warranty beyond that stated above.

6.0 CARPENTRY (WOOD, METAL & PLASTICS)

Coverage: 1st Year Only

Area: Workmanship & Materials

6.1 Walls and Ceiling

a. Service & Maintenance Tips

Your home has two types of walls, bearing and nonbearing. Nonbearing walls may be altered without fear of structural damage, but bearing walls may not be altered. Exterior walls are bearing walls. Some interior walls may also be bearing walls. The interior walls of your home are constructed of gypsum wallboard, sometimes known as drywall. They will last without undue maintenance for the life of your home.

A word of caution: The walls and ceiling in your home is not designed to support any weight.

b. Standards

1. Possible Condition

The interior walls and ceilings of your home have been decorated with quality paint products. They should give you long service if cared for. The painted walls are not meant to be scrubbed. Gentle cleaning with a mild soap should remove most spots. The best insurance against repainting is to keep your furnace and air conditioning filters clean, to use exhaust fans over your range and in the bathrooms, and to quickly vacuum dust as it collects.

Responsibility

None

6.2 Carpentry

a. Service & Maintenance Tips

Building materials are affected by heat and cold. They may contract or expand with weather changes. They may shrink under extreme dryness or swell under extreme humidity.

However, some shrinkage and swelling is unavoidable. The areas that are primarily affected by movement will be floors, ceilings, moldings, doors, baseboards, resilient floors, hardwood, ceramic tile, and drywall.

b. Standards

1. Possible Condition

Floor squeak or subfloor appears loose.

Performance Standard

Floor squeak and loose subfloor are often temporary conditions common to new home construction, and a squeak-proof floor cannot be guaranteed. Generally floor squeaks will appear and disappear over time with changes in the weather and other phenomena.

Responsibility

We will correct the problem if caused by faulty construction within a reasonable repair capability. The method of corrective action to be taken shall be at our discretion.

Where necessary, we will remove the finished floor materials to make the repair and reinstall or replace if damaged.

2. Possible Condition

Bowed walls or ceilings

Performance Standard

All interior and exterior walls have slight variations on their finished surfaces. Bowing of walls should not be visible so as to detract from the finished surfaces. Walls or ceilings bowed more than ¼ inch within any 32 inch horizontal or vertical measurement is a deficiency.

Responsibility

We will repair the bowed area to meet performance standard.

3. Possible Condition

Out of plumb walls

Performance Standard

Walls should not be more than ¼ inch out of plumb for any 32 inch vertical measurement.

Responsibility

We will repair the area to meet performance standard.

- 4. Possible Condition**
Floor deflection vibration

Performance Standard

With drywall construction, the allowable floor vibration deflection is 1/240th of the clear span between bearing points—or slightly more than 5/8 inch on a twelve (12) foot clear span.

NOTE: Floor deflection due to vibration occurs as live loads (people) move about over a wood frame floor; and some floor movement will occur.

Responsibility

None.

6.3 Trim Carpentry

a. Service & Maintenance Tips

Possible consequences due to the settlement of the home may be seen in slight cracks around doorways or windows and nail pops around baseboards and on outside corners.

b. Standards

Possible Condition

Separation of wood joints of interior trim.

Performance Standard

Joints in moldings and adjacent surface shall not result in open joints exceeding 1/8 inch in width.

Responsibility

We will repair separated joints, as defined, one time only during the first year. Caulking defective joints is an acceptable practice.

6.4 Termites

a. Service & Maintenance Tips

To make your own inspection in the spring each year, look for possible remains of winged insects. If you suspect the presence of termites, consult a professional exterminator.

b. Responsibility

None

7.0 THERMAL & MOISTURE PROTECTION

Coverage: 1st Year Only

Area: Workmanship & Materials

7.1 Damp Proofing

a. Service & Maintenance Tips

Your basement is protected against leakage (leakage is defined as: actual trickling of water through the walls and onto the basement floor or seeping through the floor) for a period of one year. Leaks caused by changes in the landscaping installed by the Homeowner(s), or failure of the Homeowner(s) to maintain proper grades are not covered by this Warranty.

We are not responsible for any damage caused by flooding or severe rain or wind. While precautions have been taken to protect against inclement weather, no guarantees can be provided, especially if your home is in a waterfront community.

We suggest that you avoid planting shrubbery too close to the foundation. Soil in shrub beds should be backed and banked so that the water will drain away from your home. If your home is part of a Condominium, the Condominium Association is solely responsible for landscaping.

b. Standards

2. Possible Condition

Leaks in basement or in foundation.

Performance Standard

Leaks resulting in actual trickling of water shall be repaired. Leaks caused by improper landscaping or failure to maintain proper grades are not covered by this Limited Warranty. Dampness of the walls or floors may occur in new construction and is not considered a deficiency. Ground water is a naturally occurring phenomenon which may fluctuate during certain seasons and weather conditions.

Responsibility

We will take such action as necessary to correct basement and crawl space leaks, except where the cause is determined to be the result of action or Homeowner negligence. Conditions contributing to water penetration will be repaired. It is the Homeowner's responsibility to maintain the systems installed in the home to minimize water infiltration.

7.2 Insulation

a. Service & Maintenance Tips

Your home has been provided with an insulation package designed to meet or exceed applicable building codes.

Special attention has been paid to the type and size of insulation available within the construction envelope, quality of installation and perimeter seal.

Open doors, windows, fireplace flues and clogged filters are more often the cause of inadequate cooling or heating than deficient insulation. A lack of proper window treatments can also prevent the heating/cooling system from functioning properly.

b. Standards

1. Possible Condition

Insufficient insulation.

Performance Standard

Insulation shall be installed in accordance with applicable energy and building code requirements.

Responsibility

We will install insulation in sufficient amounts to meet the Performance Standard.

7.3 Roofs, Gutters and Downspouts

a. Service & Maintenance Tips

If the roofing material on your new home is composition shingles, they will be a “Seal down” shingle. These shingles have a mastic applied to the underside of the shingle, and once the sun hits the roof, the mastic seals the upper shingle to the one beneath it.

Special care should be taken to avoid damaging your roof when installing television or radio antennas or satellite dishes. A careless job can cause serious leaks. **NOTE: If your home is part of a Condominium, you are not permitted to mount any antennas or satellite dishes on any roof or exterior wall.**

Excessive traffic (walking) on the roof can cause damage. If shingles become loose, consult us or a reputable roofing contractor to effect the repair. Also, roof trusses are not designed as storage space. If your home is part of a Condominium, roof access and maintenance may be reserved strictly for the Condominium Association.

Special care should be taken when metal standing seam roofs have been installed. A professional roofing contractor should be consulted for maintenance issues.

NOTE: All roofing and flashing should be checked twice a year in order to maintain a good watertight condition. Homeowners (or the Condominium Association, if your home is part of a Condominium) should take care when checking flashing and vents for cracked sealant, wind damage, and protruding nails. Shingles should be checked for loose or damaged sections. It is especially important to maintain sealant where flashing meets the brick.

b. Standards

1. Possible Condition

Roof or flashing leaks.

Performance Standard

Roofs or flashing shall not leak under normally anticipated conditions, except where cause is determined to result from ice-build up, high winds, or Homeowner action or negligence.

Responsibility

We will repair any proven roof or flashing leaks not caused by ice build-up or Homeowner action or negligence.

2. Possible Condition

Standing water on roof.

Performance Standard

A properly pitched roof is to drain water except for minor ponding. Flat roofs will retain a certain amount of water. Excessive ponding of water which causes roofing materials to leak is a deficiency.

Responsibility

We will take corrective action to assure proper drainage of roof and repair all leaks due to or caused by standing water.

3. Possible Condition

Ice build-up on roofs and in gutters.

Performance Standard

During prolonged severe winter weather conditions, ice and snow build-ups is likely to occur at the eaves of a roof. This condition occurs when snow and ice accumulate and gutters and downspouts freeze.

Responsibility

It is important to check the gutters in the spring and fall, since the most serious damage to your home will result in the winter if gutters and downspouts are obstructed. It is the Homeowner's (or the Condominium Association's, if your home is part of a Condominium) responsibility to keep gutters and downspouts clear of tree limbs, leaves, balls and other obstructions which can stop the downspout from functioning properly.

In the winter, ice build-up at gutters can pull gutters loose from the home. Ice build-up can also cause water to back up under the shingles and leak into the home. We are not responsible for roof, gutters, downspouts or related damage caused by ice or snow build-up, high winds or severe storms. The installation of gutter guards may aggravate ice damming problems. Also, we will not remove ice damming from the roof. You may want to discuss coverage for these kinds of possible damage with your insurance agent when selecting a homeowner's or condominium's insurance policy.

4. Possible Condition

Water standing in gutters.

Performance Standard

When gutter is unobstructed by debris, the standing water level shall not exceed 1 ½ inches in depth. Industry practice is to install gutters approximately level. Consequently, it is entirely possible that small amounts of water will stand in certain sections of gutter immediately after a rain.

Responsibility

We will correct to meet the Performance Standard.

5. Possible Condition

Gutters and/or downspouts leak.

Performance Standard

Gutters and downspouts shall not leak but gutters may overflow during heavy rain.

Responsibility

We will repair leaks.

7.4 Louvers & Vents

a. Service and Maintenance Tips

Soffit and ridge vents must be kept clear/open to minimize build-up of humidity which could cause movement of certain framing members within the structure.

1. Possible Condition

Inadequate ventilation of attics and unconditioned crawl spaces.

Performance Standard

Attics and crawl spaces shall be ventilated as required by the approved building code.

Responsibility

We shall provide for adequate ventilation. We will not be responsible for alterations to the original system.

7.5 Siding & Trim

Service & Maintenance Tips

All exterior materials on your home require periodic maintenance. Some materials such as pre-finished siding should be washed to maintain their appearance and remove airborne materials that can damage the finish. Other materials such as synthetic siding and trim must be maintained (repainted and/or re-stained) periodically. The durability of paint finishes will vary depending upon climate, exposure, and other factors. Paints or stains extend the life of surfaces, reduce mildew, and help you achieve the color effect you desire from your siding and trim. Failure to maintain the painted surfaces on your home can result in stain damage from mildew. If your home is part of a Condominium, the Condominium Association is responsible for the maintenance to the exterior of your home.

The aluminum or vinyl siding on your home is characterized by its maintenance saving finish. The finish reduces costly priming and painting. You may occasionally want to wash your siding. If you do, use a mild detergent (no bleach) and a soft brush or cloth.

Any shutters on your home may be washed in the same manner as the siding.

We will not be responsible for damage to the siding caused by high winds, severe storms, or lack of maintenance. All wood/composition exterior materials must be inspected for wear and maintained by the Homeowner. If your home is part of a Condominium, the Condominium Association is also responsible for the regular inspection of the exterior of your home.

Standards.

1. Possible Condition

Poor quality of exterior trim workmanship.

Performance Standard

Joints between exterior trim elements, including siding and masonry, should not result in open joints in excess of 3/8 inch. In all cases the exterior trim, masonry, and siding should be capable of performing its function to exclude the elements.

Responsibility

We will repair open joints and touch up finish coatings where repaired to match existing as close as possible. Caulking is acceptable for joints less than 3/8 inch in width.

2. Possible Condition

Delamination of plywood veneer siding or joint separation.

Performance Standard

All siding shall be installed according to the manufacturer's and industry's accepted standards. Separation and delaminations shall be repaired or replaced.

Responsibility

We will repair or replace siding as needed unless caused by the Homeowner's neglect to maintain siding properly. Repaired area may not match in color and/or texture. For surfaces requiring paint, we will paint only the new materials. The Homeowner can expect that the newly painted surface will not match original surface in color.

3. Possible Condition

Delamination or deterioration of exterior lap siding.

Performance Standard

Siding should not delaminate or deteriorate within manufacturer's specifications. Natural wood siding can be expected to weather and change color as it ages.

Responsibility

We will repair or replace as needed unless caused by Homeowner's neglect to maintain siding properly. Repaired area should match as closely as possible in color and/or texture. The Homeowner should be aware that the new finish may not exactly match the original surface texture or color.

7.6 Stucco

a. Service & Maintenance Tips

Stucco needs to be painted at regular intervals to maintain color and water permeability as per manufacturer's recommendation.

b. Standards

1. Possible Condition

Cracks in exterior wall surfaces.

Performance Standard

Cracks are not unusual in exterior stucco wall surfaces. Cracks greater than 1/8 inch in width shall be repaired.

Responsibility

We will repair cracks exceeding 1/8 inch in width, one time only, during the first year of the warranty period.

7.7 Caulking

a. Service & Maintenance Tips

Caulking around all exterior openings should be inspected by the Homeowner (or the Condominium Association, if your home is part of a Condominium) every spring and fall. Caulking can easily be repaired with caulking compound which can be purchased from most hardware stores.

b. Standards

1. Possible Condition

Leaks in exterior walls due to caulking.

Performance Standard

Joints and cracks in exterior wall surfaces and around openings shall be properly caulked to exclude the entry to water.

Responsibility

We will repair and/or caulk joints or cracks in exterior wall surfaces as required to correct deficiencies once, during the first year of the Warranty Period. Properly installed caulking will shrink and must be maintained by the Homeowner during the life of the home.

8.0 Doors & Windows

Coverage: 1st Year Only

Area: Workmanship & Materials

Condensation & Humidity

a. Service & Maintenance Tips

Relative humidity is the percentage of water vapor in the air compared to the maximum amount of water vapor that could possibly be present in the air at a given temperature. As temperature increases, the capacity of air to hold moisture increases. For example, there is considerably more actual moisture in 70 degrees air with 40% relative humidity than there is in 0 degrees air with 40% relative humidity.

In older homes, it is possible for greater volumes of colder air, with lower quantities of moisture, to leak into the structure. In the winter, if moisture was not added to these older homes often, the air feels dry.

With your new home, we have attempted to prevent any significant quantity of outdoor air from entering, and therefore, the relative humidity should remain in a comfortable range.

On the other hand, although the proper humidity level will make your home comfortable, the creation of excess moisture can create problems.

The “tightness” of the home restricts outdoor air from entering and lowering the relative humidity. Because of the restriction of outside air flow, moisture introduced into the home has less chance to escape and may create a high humidity condition in the home. As moisture levels increase, condensation could form on windows, glass doors, basement walls, or pipes in the basement.

It is recommended that the windows are locked when not in use and that the Homeowner keep the window weep holes clean and open.

b. Standards

1. Possible Condition

Condensation and/or frost on windows.

Performance Standard

Windows will collect condensation on interior surfaces when extreme temperature differences and high humidity levels are present. Condensation is usually the result of climatic/humidity conditions created by the Homeowner.

Responsibility

No corrective action required. The Homeowner can usually correct condensation by properly venting the clothes dryer to the outside, using an outside air source, such as an open window when cooking, and operating the exhaust fans when showering or bathing.

2. Possible Condition

Condensation between glass.

Performance Standard

Should not occur within manufacturer's warranty.

Responsibility

We will replace the glass during the first year. After the first year, the Homeowner must contact the window manufacturer to obtain the replacement glass as allowed within the manufacturer's product warranty. The homeowner is responsible for the replacement of the glass.

Doors (Exterior & Interior)**a. Service & Maintenance Tips**

Your new home is equipped with a variety of door types. These will react differently under various weather and humidity conditions. The exterior doors are equipped with weather-stripping which provides maximum seal against air filtration.

Occasional spraying of graphite into key slots of lock sets, tightening of lock set screws, and keeper adjustment will assure you of proper operation of your door locks. The sweep weather-stripping at the bottom of the door may require periodic adjustment or replacement as the material wears.

Your sliding glass doors, if selected, will give you many years of service if you follow these suggestions: Periodic cleaning of the bottom track will allow the sliding panels to move freely. An occasional application of ordinary household "3-in-One" oil or silicon spray along the bottom track is also recommended. Be sure the drain holes are clear, so that rainwater can flow out of the track. Sliding doors are not designed to be waterproof if hosed off with direct high pressure from a hose.

Make sure all exterior doors and windows are shut properly and completely to minimize the risk of leaks.

On interior wood doors, a certain amount of expansion and contraction in width is normal due to the changing temperature and humidity, and is a common characteristic in new homes. Doors will be wider in summer and in humid periods and narrower in dry weather conditions. Therefore, do not be hasty in adjusting,

planning or cutting your door, as it will tend to correct itself. If the sticking is the result of uneven alignment, which can occur as your home settles, check to see that the hinge screws are tight and holding properly.

Bifold doors and by-pass closet doors and “pocket” doors offer tremendous convenience to the homeowner, as well as enhance the looks of your home; however, the mechanics of these types of doors are more complicated than a hinged door. Gentleness is the key when operating each type. No up or down pressure should be applied. In the case of bi-fold doors, pull toward you when opening and let the door open itself. With sliding “pocket” doors, gently pushing in the direction the door moves is all that is necessary. Bi-fold and by-pass closet doors have adjustment areas should they become difficult to operate or jump from their tracks. They are easily found on the rear side of the doors. Also, these types of doors are installed in matched sets. If you should remove the doors for any reason, be sure to put each section back in its original position. Keep tracks, pivots and guides free of paint and dirt. A little wax or Silicone spray applied to the guide edges of the tracks, or silicone spray applied to the same area, will allow the doors to operate smoothly.

b. Standards

1. Possible Condition

Exterior/Interior Doors

Performance Standard

Warpage of exterior and interior doors.

Doors will warp to some degree. However, they should not warp to the extent that they become inoperable or cease to be weather resistant. The maximum allowable warpage is $\frac{1}{4}$ inch when measured from top to bottom vertically and diagonally.

Responsibility

We will correct defective doors.

2. Possible Condition

Warpage of interior passage and closet doors.

Performance Standard

Interior doors (full openings) shall not warp in excess of National Woodwork Manufacturers Association Standards (1/4 inch, measured diagonally from corner to corner).

Responsibility

We will correct or replace and refinish defective doors to match existing doors as closely as possible, during the first year of the Warranty Period.

3. Possible Condition

Sticking, binding doors.

Performance Standard

Doors should not stick or stay open due to hinge bound condition.

Responsibility

We will reset sticking hinge bound doors one time only during the first year of the Warranty period.

Windows

a. Service & Maintenance Tips

The windows should be maintained by keeping the sill and side tracks clean and spraying any side tracks with silicone spray. Vinyl liners and jambs should not be painted.

Window Screens

The window and door screens in your home are constructed of good quality nylon. They never need painting or other preservatives. A gentle washing and hosing about once a year is all that is needed for maintenance. Should it be needed, a replacement nylon screen is available from any good hardware store. It is not necessary to remove window screens in the winter, although many people prefer to do so.

Warning: The window screens, frames, and fastening systems have been designed by the window and screen manufacturers only to keep most insects out of your home. The manufacturers have not designed the system to support any weight other than that of the screen itself, therefore, the screen system will not prevent children or pets from falling through open windows to the ground below. Parents should be careful to prevent children and pets from leaning against the screens.

b. Standards

1. Possible Condition

Malfunction of windows.

Performance Standard

Windows should operate with reasonable ease, as designed.

Responsibility

We will correct or repair as required.

2. Possible Condition
Broken Glass

Performance Standard
None

Responsibility
Broken glass not reported to us prior to closing is the Homeowners' responsibility.

9.0 Finishes

Coverage: 1st Year Only

Area: Workmanship & Materials

9.1 Drywall (Walls & Ceilings)

a. Service & Maintenance Tips

Drywall is used to cover your interior walls. Drywall can take the normal hard wear of family life, but if damage occurs it can be easily repaired with spackling compound and fine sandpaper.

b. Standards

1. Possible Condition

Cracks in interior wall and ceiling surfaces.

Performance Standard

Hairline cracks are not unusual in interior walls and ceiling surfaces. Cracks greater than 1/8 inch in width are to be repaired.

Responsibility

We will repair cracks exceeding 1/8 inch in width one time only during the first year of the Warranty Period.

2. Possible Condition

Defects seen in natural light which appear during the first year of the Warranty Period such as nail pops, blisters in tape, or other blemishes.

Performance Standard

Slight “imperfections” such as nail pops, seam lines and cracks are common in gypsum wallboard installations.

Responsibility

We will repair drywall defects one time only during the first year of the Warranty Period. It is your responsibility to initiate the one-year drywall inspection.

9.2 Marble & Ceramic Tile (Walls, Floors & Backsplashes)

a. Service & Maintenance Tips

Marble & Ceramic Tile, Tub, and Shower

A separation between the tub and the wall and/or cracking of joints between tile and tub and shower stall corners may occur because of moisture and normal settlement in these areas. The weight of water and a bather also contribute to such separation. This is a normal homeowner's maintenance function, and you can remedy these situations by simply removing the old grouting and filling the crack with new grouting compound available at hardware stores. This situation may develop periodically depending on living habits and maintenance. Grout should be inspected every three months.

Normally, a wipe with a damp cloth will keep the tub/shower surface clean. Heavy accumulations of film can be removed with a detergent or tile cleaner. In all cases, use a nonabrasive cleaner. An automotive pump spray wax may be used to bring out the luster in these products.

Marble & Ceramic Tile Floors

Ceramic tile floors are generally easy to maintain. To keep them looking new, you need only wipe with a moist cloth and wet mop from time to time. The grout used between ceramic tile can be cleaned using a brush and a mild cleanser. Grout sealers are available to make the grout more resistant to stains. Once again, these products can be purchased at most home care centers.

Some cracking or chipping of the grout is considered normal, due to shrinkage and normal deflection of the subfloor. You can repair simply by filling with a commercial grouting of the same color. Although durable, some caution must be exercised to avoid cracking tiles with heavy objects.

It is recommended that you install a "Ceramic Seal and Finish" product immediately after you move into your new home, and a minimum of every two years thereafter. This sealing will reduce stains and discoloration of the grouting.

b. Standards

1. Possible Condition

Marble or ceramic tile cracks or becomes loose.

Performance Standard

Should not crack or become loose.

Responsibility

We will replace cracked tiles and re-secure loose tiles except when caused by Homeowner neglect. In addition, we will correct the cause of the loose or cracking condition. We will not be responsible for discontinued patterns or color variations in tile but will match as closely as possible.

2. Possible Condition

Cracks appear in grouting of tile joints

Performance Standard

Cracks in grouting or tile joints are commonly due to shrinking condition.

Responsibility

We will repair grouting as necessary, one time only during the first year. We will match as closely as possible. Re-grouting of these cracks is a maintenance responsibility of the Homeowner after the first year of the Warranty Period.

3. Possible Condition

Scratches and stains.

Performance Standard

The surface of marble or tile Ceramic tile is hard, smooth and glossy, but is not indestructible. Accidents or improper cleaning will cause chipping, scratches and stains. The finish is then susceptible to stains, which become increasingly difficult to remove. Shiny new fixtures can also be dulled or stained within a short time through improper or excessive use of strong abrasive cleaners. Most household cleaners are mildly abrasive, but used with plenty of water, some of them are not harmful; however, a nonabrasive cleanser is safer. If you prefer a dry material, baking soda and Bon Ami Powder (not Bon Ami Cleanser) are nonabrasive. Most stains are caused by dirt, food, grease, rust of water minerals.

Responsibility

None.

9.3 Stainless Steel**a. Service & Maintenance Tips**

Stainless steel fixtures and sinks generally resist staining and need thorough scrubbing only occasionally. Do not use steel wool pads, as these can remove the finish of stainless steel sinks. Use a nonabrasive cleanser or a commercial stainless steel cleanser. Stainless steel sinks will dent when they receive a strong impact.

9.4. Fiberglass Tubs and Showers

a. Service & Maintenance Tips

To clean shower enclosures, use an ordinary dishwasher detergent (not soap) or spray window cleaners will do a good job unless hard water minerals have been deposited. For these, use a commercial glass cleaner containing ammonia or 1 tablespoon of household ammonia in a quart of water. **WARNING:** Be sure to read the caution note on the label before using ammonia. Never use steel wool, scouring pads or powdered cleaners on the metal portion of these enclosures. It will remove the protective finish applied by the manufacturer and cause unsightly scratches. To prolong the life and beauty of your plumbing fixtures follow these precautions:

- i. Don't let food wastes stand in the sink. Dispose of food waste as it accumulates and be careful not to let food particles fall beyond the sink's drain.
- ii. Don't use plumbing fixtures to hold paint cans, trash, or tools when you are re-decorating. Cover them when painting walls and ceilings.
- iii. Don't use a step in a bathtub or shower stall with shoes on for any reason. Shoe soles carry hundreds of gritty particles that will scratch the surface.
- iv. Don't use the sink, tub or toilets as receptacles for photographic or developing solutions. Developer stains are extremely difficult to remove.
- v. Wipe shower area dry after each use.
- vi. Utilize bathroom exhaust fans or open bathroom windows to remove excessive moisture from the room.

By observing these suggestions and the preceding instructions, you will prolong the newness and luster of your fixtures.

9.5 Finished Wood Flooring

a. Service & Maintenance Tips

Because of the natural characteristics of wood products, some squeaks in the flooring area can be expected. If hardwood is used as a flooring material in your home, some minor separations between the boards may occur due to shrinkage of the material which is a common occurrence and will vary with temperature and humidity levels. Wood may shrink under extreme dryness or swell under extreme humidity. Some color fading or irregularities may occur due to exposure to sunlight. Vertical displacement between the boards should be no greater than the thickness of a credit card. The hardwood finished surface can be scratched. Care must be taken to protect the surface, especially in high traffic areas. Chair and table legs and high heel shoes will cause damage to the surface. You should take precautions to protect flooring and follow recommended cleaning procedures.

b. Standards

1. Possible Condition

Cracks developing between floor boards.

Performance Standard

Cracks in excess of 3/16 inch in width shall be corrected.

Responsibility

We will repair cracks in excess of 3/16 inch within the first year of the Warranty Period, by filling or replacing, at our option. We are not responsible for discontinued flooring or different graining or color variations in the wood. We will match the existing floor as closely as possible. Also, face nailing on wood floors is commonly used along walls and for repairs.

9.6 Painting

a. Service & Maintenance Tips

Maintenance of all exterior materials on the home (wood, siding, etc...) should be done by the Homeowner (or the Condominium Association, if your home is part of a Condominium) as a routine program. Paints or stains extend the life of the painted components on the exterior of the Home. Your local paint or hardware store can assist you in the selection of the proper paint for your home.

Mildew or fungus will form on almost any surface if the structure is subject to high humidity and/or high moisture conditions. The formation of mildew or fungus is a condition we cannot control and is your maintenance responsibility.

b. Standards

1. Possible Condition

Exterior paint peels, deteriorates, or fades.

Performance Standard

Exterior paints should not peel during the first year of the Warranty Period. However, fading is normal and the degree is dependent on climatic conditions.

Responsibility

If paint is defective, we will refinish affected areas, matching color as close as possible, in areas where the finish deterioration affects the majority of the wall area.

2. Possible Condition

Painting required as a corollary repair because of work other than drywall nail pops, seams and corners.

Performance Standard

Necessary repair of a painted surface required under this Warranty is to be refinished to match surrounding areas as closely as possible.

Responsibility

We will finish repair areas as indicated. Only the repaired area will be repainted which may not include an entire wall. We do not guarantee any color match.

3. Possible Condition

Deterioration of varnish of lacquer finish.

Performance Standard

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

Responsibility

We will refinish affected areas of natural finish interior woodwork, matching the color as closely as possible.

4. Possible Condition

Mildew or fungus on painted surfaces.

Performance Standard

Mildew or fungus will form on a painted surface if the surface is subject to excessive exposure to a food source (ie., fabric, carpet, drywall, wood and insulation, among others) and to moisture.

Responsibility

Mildew or fungus formation is a condition we cannot control and is a Homeowner maintenance item.

9.7 Carpeting

a. Service & Maintenance Tips

Carpet maintenance should be tailored to the specific fiber used in the carpet. Generally, carpet care includes vacuuming and prompt attention to spills. Our carpets were selected for their ability to withstand normal wear and tear with minimum care. When available, a booklet will be given to you at your pre-settlement demonstration which will prescribe a carpet care program for your specific carpet pile fiber.

But for general carpet care, the carpeting should be vacuumed at least once a week using a powerful upright vacuum cleaner. This is especially important with some of the denser shear and shag patterns. You should also plan to give your carpeting a professional cleaning at least once a year to remove deep down dirt and stubborn stains. In regards to stains, always attack them immediately. Even half an hour after the accident may be too late. A number of good quality stain and spot removers are available; however we suggest you seek the advice of a carpeting expert as to what is best for your brand and style of carpet. You should be aware of the material that your carpet is made of. Should your carpet become wet or saturated for any reason, the bottom of furniture legs need to be taken out of contact with the carpet. Aluminum foil or plastic coasters work well in this situation. With very severe staining or spotting, don't hesitate to call in a professional. The small expense will pay off in longer carpet beauty and service.

Seams and color variations (shading) may be evident depending on the style of carpeting and the pile fiber you have chosen. Some color fading may occur due to constant exposure to direct sunlight. Closing the drapes during certain times of the day will help prevent such fading.

We will not be responsible for stains, color variations or damage due to Homeowner neglect, including, but not limited to, pet stains. The Homeowner should clean these areas immediately after soiling, as required.

b. Standards

1. Possible Condition

Open carpet seams.

Performance Standard

Carpet seams will show. However, no visible gap is acceptable.

Responsibility

We will correct visible gaps only.

2. Possible Condition

Carpeting becomes loose, seams separate or stretching occurs.

Performance Standard

Wall to wall carpeting, installed by us as the primary floor covering, when stretched and secured properly should not come up, become loose, or separate from its point of attachment.

Responsibility

We will re-stretch or re-secure carpeting as needed one time only during the one year Warranty Period.

3. **Possible Condition**
Spots on carpet, minor fading.

Performance Standard

Exposure to light may cause spots on carpet and/or minor fading.

Responsibility

None.

9.8 Hardware

a. **Service & Maintenance Tips**

Certain types of interior and /or exterior hardware are painted or coated to take on an appearance of brass or other colors. These types of finishes are commonly used for electrical fixtures, plumbing fixtures, door knobs, kickplates, etc.. and have a tendency to fade, rub off, discolor, or tarnish. Brass finishes should be wiped down with a damp sponge and care taken to avoid abrasive cleaners.

IMPORTANT NOTE REGARDING BRASS, BRONZE AND OTHER ANTIQUE FINISH PRODUCTS: The manufacturer applies a protective coating to the plated surface of brass, bronze, and other antique finish products. In time the protective lacquer may deteriorate either from exposure to weather, extremes of climate, frequency of use or other factors. Care should be taken when cleaning these surfaces to use a non abrasive type cleaner (Soap and water) and coat with a non abrasive polish.

Tarnishing or excessive wear of these finishes is, therefore, not a defect, but a normal process which is unavoidable. Under these circumstances, these finishes cannot be guaranteed and, therefore, products will not be repaired or replaced under this Warranty. The manufacturer's warranty may exceed this Warranty.

b. **Standards**

1. **Possible Condition**

Brass finish tarnishes during the first year.

Performance Standard

Brass finishes tarnish over time due to exposure to climatic conditions, human perspiration and frequency of use.

Responsibility

None.

9.9 KEYS AND LOCKS

a. **Maintenance Tips**

No key used during the course of construction of your new home will operate the locks after you have taken possession. Most exterior hardware comes finished with a sealant. Often times this sealant can wear, and tarnishing will occur. To minimize this condition a regular cleaning with clear lacquer application will prolong the look of the hardware. Passage door hardware in any home can work loose through use. Keep a careful watch to avoid excessive play in the doorknob escutcheon plate. In the event a doorknob or privacy lock should become inoperative, it is usually because looseness has allowed the interior mechanism to slip out of place. Removal and reinstallation of the fixture (a simple process) will usually correct the problem. Doors with key-type hardware are more complicated and usually require the service of a locksmith. Periodic application of powdered graphite or silicone spray to keyholes and lock mechanisms can help to keep them operating smoothly.

10.0 SPECIALTIES

Coverage: 1st Year Only

Area: Workmanship & Materials

10.1 Fireplaces (Wood Burning)

a. Service and Maintenance Tips

If your home is equipped with a wood burning fireplace, there are certain things that you should do to insure its proper operation. First, you should be sure before igniting a fire that the damper above the firebox has been opened. For the best burning results, we recommend that you buy a steel grate for holding the logs while burning.

While the fire is burning, the flue will be drawing not only smoke from the fire, but the warm air from your room, and if the room is open to other rooms, it will cause much of the warm air throughout the home to be drawn up through the chimney.

Be sure to close the damp after the fire has been completely extinguished.

Avoid using manufactured paper logs in fireplaces. They may contain chemicals that can induce a flue fire.

b. Standard

1. Possible Condition

Fireplace or chimney does not draw properly.

Performance Standard

It is normal to expect that high winds can cause temporary negative draft situations. Similar negative draft situations can also be caused by obstructions such as large branches of trees too close to the chimney.

Responsibility

We will determine the cause of the malfunction and correct if the problem is one of design or construction of the fireplace.

2. Possible Condition

Chimney separation from structure to which it is attached.

Performance Standard

A newly built fireplace may incur slight amounts of separation. Separation should not exceed ½ inch from the main structure in any 10 foot vertical measurement.

Responsibility

We will determine the cause of separation and correct if standard has not been met. Caulking is acceptable.

3. Possible Condition

Brick firebox color changed.

Performance Standard

None.

Responsibility

None. Heat from fires as well as chemical additives will alter finish.

4. Possible Condition

Cracked firebrick and mortar joints.

Performance Standard.

None.

Responsibility

None. Heat from fires may cause cracking.

10.2 Fireplaces (Gas burning)

a. Service and Maintenance Tips

If your home is equipped with a direct vent fireplace, there are certain things that you should do to insure its proper operation. You should insure that the pilot light is lit. Looking through the glass at the base of the logs you can see the pilot light. Instruction for lighting the pilot are provide in the area accessed through the cover below the firebox.

The homeowner will need to inspect the external vent cap on a regular basis to make sure that no debris is interfering with the airflow.

Because a Direct Vent fireplace is a sealed unit, when the fire is burning, the fire box will not be drawing heat from inside of your home. The firebox becomes extremely hot and the homeowner should take care not to touch or have heat sensitive items next to the firebox.

There is no damper to operate with a direct vent fireplace.

When direct vent gas fireplaces are provided, improper adjustments, alterations, service or maintenance can cause injury or property damage. Refer to the manual for assistance or additional information consult a qualified installer, service agency or the gas supplier.

b. Standard

1. Possible Condition

Vapors may condense and fog the glass.

Performance Standard

For the first few minutes after each lighting, vapors may fog the glass and the flames may be blue. After a few minutes this moisture will disappear and within 10-15 minutes the flames should become yellow.

Responsibility

None.

2. Possible Condition

Fireplace may produce a (oil caning) noise.

Performance Standard

The oil caning noise is caused by the metals expansion and contraction as it heats up and cools down. This does not affect the operation or longevity of the fireplace.

Responsibility

None.

3. Possible Condition

Glass fronts may become dirty on the inside of the firebox.

Performance Standard

It is possible that a film may build up on the side of the glass which faces the firebox created by emissions from the gas or propane flames.

Responsibility

None. The Homeowner may be required to provide periodic cleaning to the glass surfaces. Refer to the manual for assistance.

WARNING: Turn off the gas valve located under the firebox prior to any servicing.

WARNING: DO NOT OPERATE THE UNIT WITHOUT THE GLASS FRONTS PROPERLY INSTALLED AND SEALED.

11.0 KITCHEN CABINETS, VANITIES AND COUNTER TOPS

Coverage: 1st Year Only

Area: Workmanship & Materials

11.1 Counter Tops/Surfaces

a. Service & Maintenance Tips

Counter tops are not constructed for sitting. Excessive weight can cause warping, drawer malfunction and even cause the top to pull away from the wall.

Laminate Counter Tops

a. Service & Maintenance Tips

Laminate kitchen counter tops are made of a sheet of very hard plastic laminated to a wooden base. You must be careful not to disturb the bond between the wood and the plastic. To avoid such a problem, always be sure to use a hot pad for anything that is likely to exceed 250 degrees in temperature. Anything coming directly off a burner or from the oven will be much too hot to place directly on the plastic surface. Laminated plastic tops are very easy products to maintain; however, there are a few ways to increase their life and prolong their beauty:

- i. Most spots, glass rings, etc... will usually wipe clean with a damp cloth and mild soap. For more stubborn stains, we recommend Formica brand cleaner. Be careful of the inks used in marking grocery products, especially meat and produce. They are often indelible and can be extremely difficult to remove. Newspaper ink can also produce an indelible stain.
- ii. Never cut items directly on the counter top. They will scratch and knife marks can become unsightly hiding places for dirt.

To prevent leaks, be certain to monitor the condition of all caulking at countertop and redo if separation or shrinkage occurs.

Your bath vanity tops, and perhaps your bath sinks, are made of either top quality plastic laminate (see above) or they are made of a cultured marble product that will give you classic good looks and utilitarian service. These products will scratch and burn if mistreated however, so treat them gently. Always be careful with razor blades, manicure equipment and bathroom appliances. Cigarette burns are almost impossible to remove without professional assistance. Care for your cultured marble with any good quality, non-abrasive bathroom cleaner. If hard water minerals collect, they may be removed with a mild ammonia solution of one tablespoon to each quart of water. Caulking of the vanity tops is an important element of homeowner maintenance and should be monitored.

b. Standards

1. Possible Condition

Surface cracks and joint delaminations in high pressure laminates on vanity and kitchen cabinet countertops and cabinets.

Performance Standard

Countertops fabricated with high pressure laminate coverings will not delaminate or crack. However, it is recommended that water not be allowed to stand in the seams of counter tops.

Responsibility

We will replace delaminated or cracked coverings. We will not be responsible for chips, scratches, and cracks noted after the pre-settlement demonstrations or for delamination from water which causes swelling of the base material.

Granite and Marble Counter Tops

a. Service & Maintenance Tips

With the proper care, your hard service countertop will stay new looking for years. Stone is one of the easiest surfaces to maintain. Granite is a 7 on the Mohs hardness scale of 1 to 10, is virtually unscratchable. Marbles are softer. A stainless steel knife blade is a 6 on the scale.

Tips on the use of your counter top:

- ii. Use coasters under all glasses, particularly those containing alcohol or citrus juices. Many common foods and drinks contain acids that will etch or dull the stone surface.
- iii. Do not place hot items directly on the stone surface. Use trivets or mats under hot dishes and placements under china, ceramics, silver or other objects that could scratch the surface.

Granite and marble counter tops are very easy products to maintain; however, there are a few ways to increase the life and prolong the beauty:

- i. Blot up spills immediately, before they penetrate the surface.
- ii. Clean stone surfaces with a few drops of neutral cleaner, stone soap (available in hardware stores or from a stone dealer), or mild dishwashing liquid and warm water.
- iii. Use a soft, clean cloth to clean the granite. Rinse after washing with the soap solution and dry with a soft, clean cloth.
- iv. Remove a stain, basing the method on the type of stain. Mix a blend of flour, 1-2 tablespoons of dishwashing fluid with water to make a thick paste. Put it on the stain, cover with plastic wrap, and let it sit overnight.

- v. Scrape away the mixture with a wooden utensil and rise. If the stain is oil-based (e.g. grease, oil, milk), use hydrogen peroxide in the paste instead of dishwashing liquid—or try ammonia on it.
- vi. Try a mixture of 12 percent hydrogen peroxide mixed with a couple of drops of ammonia for an organic stain (e.g. coffee, tea, fruit).
- vii. Use a lacquer thinner or acetone to remove ink or market stains from darker stone. On light-colored granite, use hydrogen peroxide to these stains. This also works for wine stains.
- viii. Mix molding plaster and pure bleach into a paste and spread over a wine, ink or other non-oil stain. Leave on for 30 minutes, then remove and rinse.
- ix. Paste a mix of molding plaster and water over an oil-based or fat-based stain. Mold it into a bird nest's shape and allow to stand for 3 hours. Remove and rinse.
- x. Reseal the countertop every year or two years. Check with the installer for recommendations. Use a non-toxic sealer on food preparation areas.
- xi. Consider using a new disinfectant cleaner made specifically for granite.
- xii. Call your professional stone supplier, installer, or restoration specialist for problems that appear too difficult to treat.

Warnings:

- i. Do not use products that contain lemon, vinegar or other acids on marble or limestone. Strong detergents or corrosive liquids can dull the polished marble/granite surface and should not be used.
- ii. Don't use abrasive cleaners such as dry cleaners, scouring powders, or "soft" cleansers.
- iii. Do not mix cleaning products such as ammonia and bleach together—the result is toxic.

Responsibility

None. Problems with counter tops should be directed to the counter top manufacturer involved.

Silestone Countertops

Silestone is composed of approximately 93% natural quartz, together with pigments, polyester resins and other adhesives. The result is a dimensionally consistent material with an attractive appearance that is stronger and more durable than natural stone.

Silestone is a non-porous material and does not require the use of sealants or impregnators to maintain its finish. requires very little maintenance. Simply wipe your Silestone surface with soap and warm water on a regular basis to maintain its beauty and shine for years to come.

a. Service & Maintenance Tips

General Cleaning: Any pH balanced general-purpose household cleaner may be used to clean the polished Silestone surface. To achieve best results, wipe or scrub the Silestone with a general cleaner (e.g. dish soap, Windex), and rinse with clean water. For stains that harden as they dry, such as food and gum, remove by gently scraping off of surface (using a blade or putty remover), and then clean using warm water and soap.

General Precautions: Silestone is extremely resistant to heat, and can withstand moderately high temperatures for brief periods of time without being damaged. Although Silestone is more heat resistant than any other stone surface, all stone can be damaged by sudden and extreme temperature change, especially near the edges. For this reason, it is recommended that you use a trivet or a hot pad to protect your countertop surface from extreme heat. It is also recommended to use a cutting board to avoid damage to your knives.

Chemicals to Avoid: Avoid exposing your Silestone surface to strong chemicals and solvents. Items to avoid include nail polish remover, permanent markers or inks, oil soaps, and furniture cleaners or paint strippers that contain trichlorethane or methylene chloride. Also avoid exposing your Silestone surface to chemicals with alkaline/pH levels, such as oven cleaners.

Caution must be used for the following:

- i. Products containing oils or powders may leave a residue.
- ii. Repetitive use of abrasive scubs/cleaners may dull Silestone's finish.
- iii. Use of oven/grill cleaner may discolor Silestone and should be avoided.
- iv. Repetitive exposure to extreme heat may damage Silestone's finish.

Responsibility

None. Problems with counter tops should be directed to the counter top manufacturer involved.

11.2 CABINETS

a. Service & Maintenance Tips

Kitchen and bathroom cabinets should never be cleaned with harsh abrasives. Wood cabinets may be cleaned like any other wood furniture with lemon oil or a good furniture oil unless it has been plastic coated. An excellent product for hiding minor nicks and scratches that occur over time in wood cabinetry is Old English furniture polish. Keep cabinet doors and drawers closed when not in use. Periodic use of silicon spray lubricant on drawers and hinges will improve operating efficiency.

b. Standard

- i. Possible Condition**
Kitchen cabinet malfunctions.

Performance Standard

Warpage not to exceed ¼ inch as measured from face frame to point of furthest warpage with door or drawer front in closed position.

Responsibility

We will correct or replace door or drawer fronts.

- ii. Possible Condition**
Gaps between cabinets, ceilings and walls.

Performance Standard

Acceptable tolerance is ¼ inch in width.

Responsibility

We will correct any gap over ¼ inch by installing a trim piece.

- iii. Possible Condition**
Variations in color between adjacent cabinets of the same style.

Performance Standard

Variations of grain pattern and color are normal in wood veneer and solid wood cabinets and doors.

Responsibility

None

- iv. Possible Condition**
Shrinkage of insert panels show raw wood edges.

Performance Standard

Panels will shrink and expand and may expose unpainted surface.

Responsibility

None. The Homeowner is responsible to touchup and maintain these areas to match the door color and finish.

- v. Possible Condition**
Split in door panel.

Performance Standard

Split panel shall not allow light to be visible through the doors.

Responsibility

If light is visible, we will fill the split and match the paint or stain as closely as possible, one time only in the first year of the Warranty Period.

12.0 PLUMBING

Coverage: 1st Year Only

Area: Workmanship & Materials

12.1 Water Supply, Sewers, Fixtures & Drains

a. Service & Maintenance Tips

In preparing your home for occupancy, the sewers have been flushed and tested to work properly. Water supply systems and fixtures have been pressure tested to eliminate leaks. If however, clogging does occur due to our negligence, it should become apparent within the first 30 days after occupancy.

Temperature fluctuations may occur with the hot and cold water when other fixtures are being used at the same time. A “ticking” sound is sometimes noticeable when water pipes expand and contract.

Water pressure often varies by individual municipalities and is not controlled by us.

A series of maintenance tips should be employed by the Homeowner to minimize costly plumbing repairs:

1. Care should be observed to avoid disposal of paper towels, heavy tissue, sanitary products, and other such materials into plumbing fixtures in order to minimize the possibility of clogging. After thirty (30) days of occupancy, we will not be responsible for sewer clogs unless it is determined that faulty materials or workmanship have been employed or the original installation was improperly completed.
2. Winterize your exterior hose bibs and plumbing lines by closing the valve to each faucet inside the house and opening the hose connection at each exterior location (this includes but is not limited to rooftop terraces and first floor patios). The water at the bleeder valve inside should be drained.
3. Each plumbing fixture in your home has a drain “trap”, a piece of drain pipe designed to provide a water barrier between your home and the possible odor of sewer gas. This “trap” holds water which prevents the airborne bacteria and odor of the sewer gas from entering the home. If a fixture is left unused, it should be turned on at regular intervals to replace evaporating water and to ensure that the trap barrier remains intact. Periodically refill the traps of unused fixtures.
4. Welled exit or areaway drains must be kept clear of debris and periodically cleaned in order to avoid water migration into the basement. (See “Welld Exits and Areaways”).

b. Standards

1. Possible Condition

Defective plumbing fixtures, appliances, or trim fittings.

Performance Standard

Fixtures, appliances, or fittings will function as designed.

Responsibility

We will replace any defective fixture, fitting, or appliance which does not meet acceptable standards.

2. Possible Condition

Faucet or valve leak.

Performance Standard

A valve or faucet leak due to material or workmanship is a deficiency.

Responsibility

We will repair or replace the leaking faucet or valve.

Faucets, like all plumbing fixtures with moving parts, are apt to require more repair than non-moving fixtures. The less strain you put on your faucets, the less frequently they will need repair.

Cleaning the aerators will be the most frequent task in maintaining your faucets. This attachments to the faucet 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 washer and screens, replace them in their original order, and replace the unit on the faucet mouth. These should be cleaned every three or four months.

Leaking faucets generally can be fixed by replacing the faucet's washer or washers. If you have a washerless fixture, you may still have to replace the control cartridge form time to time, although this occurs with much less frequency than washer replacement.

3. Possible Condition

Noisy water pipes.

Performance Standard

Plumbing pipes can and will make noise at times. It is not unusual to hear water running through the drain pipes between your walls. Expansion and contraction of the water supply lines can make a clicking noise.

Responsibility

None, however a loud banging noise when the water pipes are in use is a situation that would require the attention of a professional plumber.

4. Possible Condition

Cracking, chipping, or scratching of porcelain or fiberglass surfaces on tubs, shower lavatories, and sinks.

Performance Standard

Chips and cracks on surfaces of bathtubs and sinks can occur when surface is hit with sharp or heavy objects.

Responsibility

We will not be responsible for repairs unless damage has been reported to us prior to occupancy.

5. Possible Condition

Clogged drain

Responsibility

None. Traps, because of their “U” shape, are also the point at which drains are most likely to become clogged. When the drain pipe from a sink, shower, or tub stops up, first use a plunger. Be sure the rubber cap of the plunger covers the drain openings and 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 than sporadic, separated plunges. Be sure to plug the overflow outlet, if there is one, with a piece of old cloth, and close the other drain when working on a double sink.

If the plunger doesn't work, try using a plumber's snake, which can be rented or purchased at a hardware or plumbing store. Be sure to turn the handle of the same in the same direction when removing it as you did in inserting it. This will usually keep any matter attached to the snake from coming loose before it is removed. If the drain can be partly opened with the plunger or snake, boiling hot water (no hotter than 140 degrees for plastic pipe) may finish the job. If not, you can open the trap under the fixture. Put a bucket or pan under it to catch water. A piece of wire may help dislodge the blockage. The snake can also be run in at this point.

Although it is sold commercially as a drain cleaner, never use caustic soda to open a drain. It will combine with the grease from soap or food wastes to form an insoluble compound. 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, and if you ultimately have to open the trap, the chemicals would be a hazard.

WARNING: Because potash lye and caustic potash are highly corrosive, always pour them slowly into the drain to prevent splattering. Never pour water into the chemical. 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 nearby surfaces. If the stoppage is in the line past the trap, try using the snake at the clean-out plug nearest the blockage. These plugs are located on the drain lines throughout the house.

PREVENTION: To avoid stopped up drains, a cardinal rule is never to pour grease into a drain or toilet. Ordinary washing soda (not baking soda) added to a drain on a regular basis will help 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.

SPECIAL NOTE: If your home comes equipped with a food waste disposal, it has special instructions to avoid stoppage, blockage and heavy grease buildup. Refer to the manufacturer's instruction manual for details.

12.2 Toilets

a. Service & Maintenance Tips

Never flush hair, grease, lint, diapers, rubbish, facial tissues, etc... down the toilet drain. Such waste stops up the toilet and sanitary sewer lines. A variety of commercial cleaners are made especially for the toilet. Use them according to the manufacturer's 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. 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 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 if 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 has been pushed. A worn ball valve or dirt or rust on the ball seat will let water leak through into the bowl. If the ball or seat are dirty or rusty, clean them. If toilet float is worn, unscrew it and replace it with a new one.

12.3 Water Heater

a. Service & Maintenance Tips

The water heater in your home, whether electric or gas, is equipped with a temperature and pressure relief valve, which is designed to open in the event of excessive pressure or temperature builds up within the tank. When this happens, water is allowed to flow from the tank. As the temperature and/or pressure are reduced, the flow will stop. If a steady flow of water is coming from the pressure relief valve, the water main should be shut off.

Gas hot water tanks, normally have a temperature dial (hot, warm, mild) on the outside of the tank, and the temperature can be completely controlled by adjusting the dial.

On an electric hot water heater, because of the inherent danger in resetting the temperature, we suggest that you call a serviceman.

Refer to the manual provided with the water heater from the manufacturer for suggested maintenance of your hot water tank, in all cases, before making any adjustments.

Through we warrant the operation of the water tank appliance for one year, the manufacturer's warranty may exceed our Warranty. Please refer to your Homeowner's Package for your exact coverage.

Under no circumstances should you turn on an electric water heater without water in the tank because the element will quickly burn out. ***In the case of any emergency with water or hot water heaters, be sure to familiarize yourself with where and how to turn off the water supply.***

13.0 HVAC

Coverage: 1st Year Only

Area: Workmanship & Materials

a. **Service & Maintenance Tips**

A complete and correct understanding of your heating and cooling equipment can help you minimize your energy consumption.

Your home may be equipped with a gas or electric furnace, with or without air conditioning or an electric heat pump which provides both heating and cooling. One basic rule applies to all these systems: during the heating season the thermostat should be set to maintain the lowest temperature at which you are comfortable in your home. Each degree of higher temperature setting results in a marked increase in the fuel consumption. Likewise, during the cooling season, each degree of lower setting also increases the fuel consumption by a significant amount.

All the HVAC systems utilize a furnace, ductwork, registers, filter and a thermostat to control the temperature in the home.

Thermostat

The thermostat controls the temperature produced by the HVAC systems. If your home is heated by a warm air system, your thermostat may also have controls for converting the system from heating to cooling and vice versa.

Registers

The registers in your home help to regulate the flow of air to maintain the desired temperature. Personal taste in comfort levels may require slight adjustments in the registers to keep each living area at the desired temperature.

In a multi-floor residence, if the lower level is too cool in the winter, start closing upper level registers until the desired results are obtained. If the upper level is too warm in the summer, close lower level registers until the desired results are obtained.

Baseboard Heaters

During the months where the heat in your home is being used, open the levers on the baseboard heaters to allow the most efficient heating of your home. Levers can be closed in rooms where less heat is desired or for appearance purposes when the heat is not being used.

Maintenance

In all forced air heating systems, the basic requirement for maintaining economical operation of your furnace is to keep the air filter clean. If building activity in and around your home creates excessive amounts of dust and dirt, the

filter should be checked and replaced monthly. The instruction manual for your system will tell you the location of the filter and how to clean and replace it.

With outdoor heating/cooling units, it is important to keep leaves and snow from around the unit, and to keep the unit level for maximum efficiency. It is also recommended to have a qualified person annually clean the mildew that collects on the evaporator and condenser coils. The heat exchanger should also be checked regularly for damage or defects.

Service

There are some things that you should check prior to calling for service:

1. If your system is operating but is not providing adequate heating or cooling, check the following:
 - a. Filter
 - b. Thermostat setting

2. If your system doesn't function at all, check the following:
 - a. In homes equipped with a gas furnace with a pilot light, it may go out. (It should be visible near the main burner). You may relight it by following the instructions printed on the unit.
 - b. With all systems, check the circuit breakers to see if they have tripped. Circuit breakers may be reset by switching all the way to "off" and then to "on".

NOTE: Gas furnaces may have a separate switch located near the furnace unit inside the home.

If the circuit breakers trip immediately after resetting, call a repairman for service. Interruptions of power (such as during electrical storms when lights blink) can cause a circuit breaker to trip. If your system malfunctions during or just after a thunderstorm, the circuit breaker would be the first item to check.

Whatever systems you have in your home, it should be checked and cleaned by a professional repairman. See your instruction manual for the recommended frequency of care for your system. You may wish to contact your HVAC contractor to establish a regular maintenance program.

b. Standards

1. Possible Condition

Inadequate heating.

Performance Standard

The heating system shall be capable of producing an inside temperature of 70 degrees F, as measured in the center of each room at a height of 5 feet above the floor, under local outdoor winter design conditions. Temperature at the thermostat will be plus or minus 3 degrees F from the set point temperature. Federal, state, or local energy codes shall supersede this standard where such codes have been adopted.

Responsibility

We will correct heating system to provide the required temperatures.

2. Possible Condition

Inadequate cooling.

Performance Standard

Where air conditioning is provided, the cooling system shall be capable of maintaining a temperature of 78 degrees F, as measured in the center of each room at a height of 5 feet above the floor under local outdoor summer design conditions. Temperature at the thermostat will be plus or minus 3 degrees F from the set point temperature. In the case of outdoor temperatures exceeding 95 degrees F, a differential of 17 degrees F from the outside temperature will be maintained. Federal, state or local energy codes shall supercede this standard where such codes have been adopted.

Responsibility

We will correct cooling systems to meet temperature conditions, in accordance with specifications.

3. Possible Condition

Condensation lines clog.

Performance Standard

None.

Responsibility

Condensation lines will clog eventually under normal use. This is a Homeowner maintenance item. We shall provide unobstructed condensation lines at the time of first occupancy.

4. Possible Condition

Improper mechanical equipment operation of evaporative cooling system.

Performance Standard

Equipment should function properly at temperature standard set without unreasonable fuel consumption.

Responsibility

We will correct and adjust so that blower and water systems operate as designed.

14.0 ELECTRICAL

Coverage: 1st Year Only

Area: Workmanship & Materials

a. **Service & Maintenance Tips**

The wiring in your home meets the code requirements and safety standards for the normal use of electrical appliances. Ordinary, small appliances, which require your personal attendance for operation, may be plugged into any electrical receptacle without fear of overloading a circuit. However, the use of large appliances, or of many small appliances on the same circuit, may cause an overload of the circuit and trip a breaker. This is especially true of electric space heaters.

To provide complete safety, high-quality electrical wiring, outlets and switches have been installed in your new home to meet both local and federal standards of safety. Part of the electrical system is located in the circuit breaker terminal box. It is here that electrical power enters and is distributed throughout the home.

Large appliances or too many small appliances on one circuit may cause the circuit breaker to trip. Other causes of a breaker tripping could be:

1. Worn-out cords
2. Defective plug connections
3. Defective appliances
4. Starting of electrical motors (motors require more current to start than they use while running)

To restore electrical power to its circuit:

1. Remove plug or plugs which may be causing the overloading.
2. Reset the circuit breaker by pushing it all the way to the off position, then push the switch to the on position. If the reset switch automatically switches off again, your circuit is still overloaded, or that particular circuit has a short. If one circuit continues to break, call a qualified electrician.

Light fixtures require various wattage of bulbs. The instruction on the fixture should be followed carefully. In no event, should bulbs of higher than recommended wattage be utilized.

In a condominium, light fixtures outside a front door or balcony are controlled by light switches within the home. The homeowner is responsible for both the electricity used by these light fixtures and for changing light bulbs that burn out within them.

In a condominium, light fixtures in common areas and outside common areas such as basement storage areas are paid for by the community as a whole. Please try to conserve energy by turning off such lights when not in use.

Selected receptacles in kitchens, baths, and outside of the home are covered by a ground fault interrupter or breaker. These GFI's sense low level ground faults and assure optimum protection for our homeowners. These circuits are very sensitive and any undue resistance or overload will trip the breakers. Thus, due to the sensitivity of the GFI circuit, it may trip more frequently than other circuits. These receptacles are not to be used for appliances which demand high current usage; such as freezers, refrigerators, and other appliances with motors or compressors. Also do not use more than one appliance at a time on these circuits.

WARNING

“Do it yourself” electrical wiring is dangerous and may void the Warranty. The electrical circuit in your home has been designed for trouble free service and safety. If you desire additional wiring, call a qualified electrician. Don't jeopardize your home and the lives of your family and yourself by installing unauthorized circuits.

Electrical Troubleshooting:

Refer to the following checklist BEFORE reporting electrical problems. Failure to do so may result in the homeowner paying for the cost of an unnecessary service visit by an electrician.

1. If receptacles won't work, check to be certain the circuit breaker has not been tripped. If so, reset it. If not, make sure the receptacle is not controlled by a wall switch which is in the OFF position.
2. If individual ceiling lights or lamps do not come on, check the bulb in another fixture. If the bulb is good, check the circuit breaker to see if it tripped and reset if necessary. Also check for wall switches that may be turned off.
3. If your disposal or dishwasher won't operate; first, for the disposal, push the reset button located on the disposal. Second, if your appliances are designed to be plugged in (some are direct wired), check to be sure both appliances are plugged into the proper receptacle. The duplex receptacle under your sink is especially wired with one outlet for the dishwasher and one for the disposal (connected to a wall switch). Also check the circuit breaker.
4. If an electric water heater won't function, check the circuit breaker. If that's no help, turn the power off and push the reset button located under the water heater access cover.
5. If your oven won't heat, refer to the manufacturer's manual to be certain you are properly operating the time controls. Sometimes this can be tricky. Also check the circuit breaker.

6. If the bath or utility exhaust fan won't run and makes no noise (hum) or movement the problem is normally electrical. If there is any movement or humming noise, the problem normally is in the fan unit.
7. If an outlet sparks when plugged into, be certain the appliance is off before plugging it in. If it still sparks, try another outlet. If you get sparks from a second outlet the problem is normally in the appliance cord. If you do not get sparks, have the receptacle inspected. Also, sparks from wall switches should be checked by an electrician.
8. If a wall switch or receptacle is hot to the touch, you should immediately trip the circuit breaker serving that fixture and contact an electrician.

b. Standards

1. Possible Condition

Fuses blow or circuit breakers trip.

Performance Standard

Fuses and circuit breakers which deactivate under normal usage when reset or replaced are deficient.

Responsibility

We will check wiring circuits for conformity with local, state, or approved National Electrical Code requirements. We will replace wiring or breakers if they do not perform adequately or are defective.

If circuits continue to overload and trip breakers, you may wish to contact a reliable electrical contractor to learn what additional wiring is needed to meet your requirements.

2. Possible Condition

Malfunction of electrical outlets, switches or fixtures.

Performance Standard

All switches, fixtures, and outlets should operate as intended.

Responsibility

We will repair or replace defective switches, fixtures and outlets.

3. Possible Condition

Ground fault circuit interrupter and arc fault trips frequently.

Performance Standard

Ground fault interrupters and arc faults are sensitive safety devices installed into the electrical system to provide protection against electrical shock. These sensitive devices can be tripped very easily. Ground fault interrupters are required in outlets located in the garage, kitchen, bath, and

powder room along with all exterior outlets. Ground fault interrupters should operate as intended.

Responsibility

We will install ground fault interrupters in accordance with applicable electrical codes. We will replace the device if found to be defective.

14.1 Appliances

a. Service & Maintenance Tips

Your new electrical or gas appliances are accompanied by instruction manuals and other papers. Remove, fill out and mail any return postcards necessary to record warranties. Read all instruction literature so that you will know how to get the best from what you own, and so you will understand all appliance warranties. If an electrical appliance fails to work, first be sure the appliance is plugged in and that no circuit breakers are tripped. If a gas appliance fails to work, check to see that the pilot light is lit. If you suspect a gas leak, turn off the main gas valve near the meter and call the utility company.

Many heavy-duty appliances such refrigerators, air conditioners, washing machines, dryers, dishwashers, etc... have motors that require servicing from time to time. Consult the appropriate service manual for care of these motors.

Performance Standard

Appliances should work as described within the product literature.

Responsibility

None. Problems with appliances should be directed to the appliance manufacturer involved.

Disposals

a. Service & Maintenance Tips

Food should not be deposited into an inactivated disposal and the unit then turned on. The disposal will provide more effective disposing action if cold water is running and the unit is turned on prior to depositing food into it. When the unit is running, cold water should be used. This helps to solidify any grease in the disposal which can then be chopped up and moved out with the remainder of the foods. Once a month, a tray of ice cubes can be deposited into the disposal and chopped up. This has a cleaning action on the blades and exit areas of the disposal. If the disposal is jammed:

- i. Turn off the switch for the disposal before trying to unclog.
- ii. Use the allen wrench provided.
- iii. Remove whatever has jammed the disposal.

- iv. Press the reset button which is located on the bottom of the disposal, and the unit should be ready to function again.

B. TWO YEAR WARRANTY ITEMS

15.0 PLUMBING

Coverage: 1st & 2nd Year

Area: Workmanship & Materials

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

You and your family should become familiar with the various water supply shutoff valves in your plumbing system. A good practice is to label each one for easy reference with a tag. Toilet and sink valves are located under the appropriate fixture. The main shutoff valve is normally located adjacent to the front hose bib or the water heater. If your home is part of a Condominium Association, the main shutoff value may not be within your home and may be within a common area or another person's home.

15.1 Water Supply, Sewers, Fixtures & Drains

a. Service & Maintenance Tips

All water lines have been installed in your home in accordance with applicable building and plumbing codes.

In some municipalities water pressure is abnormally high, and regulators are installed to reduce the water pressure within the home so that appliance life may be maintained. Do not adjust this regulator once it is installed.

b. Standards

1. Possible Condition

Water supply system fails to deliver water.

Performance Standard

All on-site service connections to municipal water main and private water supply shall be our responsibility. Private systems shall be designed and installed in accordance with all approved building, plumbing and health codes.

Responsibility

We will repair if failure is the result of defective workmanship or materials. If conditions beyond our control disrupt or eliminate the sources of the supply, we will have no responsibility.

15.2 Piping

a. Standards

1. Possible Condition

Stopped up sewers, fixtures and drains.

Performance Standard

Sewers, fixtures and drains shall operate properly.

Responsibility

We will not be responsible for sewers, fixtures and drains which are clogged due to Homeowner negligence or lack of maintenance. If a problem occurs, the Homeowner should consult with us for a proper course of action. Where defective construction is shown to be the cause, we will assume the cost of the repair; where Homeowner negligence or lack of maintenance is shown to be the cause, the Homeowners shall assume all repair costs.

2. Possible Condition

Plumbing pipes freeze and burst.

Performance Standard

Drain, waste and water supply pipes are to be adequately protected to prevent freezing during normally anticipated cold weather.

Responsibility

We will correct condition responsible for pipes freezing, and repair damaged piping. It is the Homeowner's responsibility to drain or otherwise protect lines and exterior faucets commonly exposed to freezing temperatures, including closing and protection of foundation vents in crawl space foundation areas, where applicable. The Homeowner is also responsible for maintaining temperatures in the home as a safeguard against freezing pipes and in no event should a Homeowner turn off the home's service of heat while vacating or otherwise being away from the home. If your home is part of a condominium, it is the Condominium Association's responsibility to drain or otherwise protect area lines and exterior faucets in common areas such as outdoor showers or common area hose bibs.

3. Possible Condition

Plumbing Connection loosen

Performance Standard

Plumbing connections should last the lifetime of the home.

Responsibility

We will reconnect a loosened plumbing connection during the 2 year Warranty Period. After that if a joint should loosen, your best response is to call in a professional for repair. If any water-using appliance appears to be leaking, check the drain before calling a repairman. A partially blocked drain can cause overflowing.

16.0 HVAC

Coverage: 1st & 2nd Year

Area: Workmanship & Materials

a. Standards

1. Possible Condition

Noisy ductwork.

Performance Standard

When metal is heated, it expands and when cooled, it contracts. The result is “ticking” or “crackling” which is to be expected.

Responsibility

None

2. Possible Condition

Oilcanning.

Performance Standard

The stiffening of the ductwork and the gauge of the metal used shall be such that ducts do not “oilcan”. The booming noise caused by “oilcanning” is not acceptable.

Responsibility

We will correct to eliminate this sound during the 2 year Warranty Period.

3. Possible Condition

Ductwork separates or becomes unattached.

Performance Standard

Ductwork shall remain intact and securely fastened.

Responsibility

We will re-attach and re-secure all separated or unattached ductwork.

4. Possible Deficiency

Refrigerant lines leak.

Performance Standard

Refrigerant lines shall not develop leaks during normal operation.

Responsibility

We will repair leaking refrigerant lines and recharge units, unless damage was caused by the Homeowner.

In-Wall Air Conditioners

a. Service & Maintenance Tips

Your new air conditioner is accompanied by an instruction manual and other papers. Remove, fill out and mail any return postcards necessary to record warranties. Read all instruction literature so that you will know how to get the best from what you own, and so you will understand all warranties. If an air conditioner fails to work, first be sure the air conditioner is plugged in and that no circuit breakers are tripped.

Many heavy-duty appliances such as air conditioners have motors that require servicing from time to time. Consult the appropriate service manual for care of these motors.

Performance Standard

Air conditioner should work as described within the product literature.

Responsibility

None. Problems with an air conditioner should be directed to the manufacturer involved.

17.0 ELECTRICAL

Coverage: 1st & 2nd Year

Area: Workmanship & Materials

17.1 Electrical Systems

a. Service & Maintenance Tips

Smoke and carbon monoxide detectors should be checked monthly. The alarm should sound when you push the button. For your safety it is important that this device be kept clean and in proper working condition. The smoke detector is hard wired to your electrical system and may include a nine-volt battery backup. In the event that the electricity is cut off, your system will still be in use. The smoke detector will sound off to inform you that battery replacement is necessary. Your smoke and carbon monoxide detector needs to be vacuum cleaned semi-annually and checked for replacement 5 years after settlement. Replace battery annually.

b. Standards

1. Possible Condition

Failure of wiring to carry is designed circuit load to switches and receptacles.

Performance Standard

Wiring should be capable of carrying the designed load for normal residential use.

Responsibility

We will check wiring for conformity with local, state or approved national electrical code requirements. We will replace wiring if it fails to carry the design load.

18.0 FIRE SUPPRESSION SPRINKLER SYSTEM

Coverage: 1st & 2nd Year

Area: Installation of Systems

a. Standards

The pipes are filled with water under pressure from the domestic water supply. In the unfortunate event of a fire, the heat from the fire will open the sprinkler head and water will spread over the fire. All sprinkler heads operate independently; therefore, not all heads will open at one time.

You should not install ceiling fans or other objects which might affect the spray pattern of the head without first contacting a qualified fire protection professional.

The sprinkler pipes are full of water so it is very important that you do not turn off your heat during cold weather. Frozen sprinkler pipes will crack.

Painting the sprinkler heads or hanging anything from them will violate the building code and could result in improper operation of the system.

A minimum monthly maintenance program should include the following:

1. Visually inspect all sprinklers to ensure against obstruction of spray.
2. Inspect all water supply valves to assure that they are open.
3. Test all waterflow devices if applicable.
4. Maintain and test all smoke detectors.

APPENDIX A – DEFINITIONS

DEFINITIONS

In general: in this subtitle the following words have the following means indicated.

- A. Appliances, Fixtures, and Items of Equipment:** means furnaces propane tanks and fittings, air purifiers, air handling equipment, ventilating fans, air conditioning equipment, water heaters, pumps, stoves, refrigerators, garbage disposals, compactors, dishwashers, washers and dryers, bathtubs, sinks, toilets, faucets and fittings, lighting fixtures, circuit breakers, and other similar items.
- B. Builder:** The FrameWorks Group, a New York Limited Liability Company.
- C. Electrical Systems:** means all wiring, electrical boxes, switches, outlets and connections up to the public utility connection.
- D. Heating, Cooling and Ventilation Systems:** means all duct work, steam, water and refrigerator lines, registers, convectors, radiation elements and dampers.
- E. Load-bearing portions of the Home:** means the load bearing portions of the:
- Foundation systems and footings;
 - Beams;
 - Girders;
 - Lintels;
 - Structural columns;
 - Load-bearing walls and partitions;
 - Floor framing systems; and
 - Roof framing system.
- F. Local Jurisdiction:** means any local government entity have permit and inspection requirements for the construction of a new home.
- G. New Home:** Means every newly constructed private dwelling unit and the fixtures and structure that are made a part of a newly constructed private dwelling unit at the time of construction. “New Home” does not include:
- Decks;
 - Boundary walls;
 - Retaining walls not necessary for the structural stability of the new home;
 - Landscaping;
 - Fences;
 - Off-site improvement;
 - Appurtenant recreational facilities; and
 - Other similar items.

- H. New Home Warranty:** means a series of written promises made by a Builder that meets the requirements of this subtitle.
- I. Owner:** is defined as the original purchaser(s) and all subsequent owners (if any) who take both title and possession of the designated home within the applicable warranty periods for residential purposes.
- J. Plumbing Systems:** means
- Gas supply lines and fittings;
 - Water supply, waste and vent pipes and their fittings;
 - Septic tanks and their drain fields;
 - Water, gas and sewer service piping and their extension to the tie-in of a public utility connection; or
 - On-site wells and sewage disposal systems.
- K. Structural Defect:** means any defect in the load-bearing portions of a new home that adversely affects its load-bearing function to the extent that the home becomes or is in serious danger of becoming unsafe, unsanitary, or otherwise uninhabitable.
- “Structural Defect” does not include damage caused by movement of the soil:
- Resulting from a flood, earthquake, acts of God, or
 - For which compensation has been provided.
 - Accidental loss or damage from causes beyond the fault and control of us, including but not limited to the following: fire, explosion, smoke, water escape, windstorm, frost, hail, lightning, flood, blasting, mining, falling trees, changes in the underground water table not reasonably foreseeable and earth movement not attributable to negligence on the part of us or our subcontractors or employees.
- L. Warranty Date:** means the first day that the original Purchaser occupies the new home, settles on the new home, makes the final contract payment on the new home, or obtains an occupancy permit for the new home if the home is built on the owner’s property, whichever is earlier.
- M. Warranty Period:** means the period of warranty coverage (e.g. 1 year, 2 year) commencing on the Warranty Date.

V. APPENDIX B: BUILDING CODES

BUILDING CODES

Your home will be built according to the codes in force in your particular region during the time of construction.

Homeowner Limited Warranty

Name(s) of Original Purchaser(s):

Address: _____

Community: _____

Municipality: _____

Settlement Date: _____

This Limited Warranty establishes an agreed method for determining when a construction defect exists and a clear understanding of the Builder's responsibilities for remedying any such construction defect. This Limited Warranty also helps distinguish a construction defect that is the Builder's responsibility from those minor imperfections that can reasonably be expected in a Home or the common elements or results from normal wear and tear or are routine Homeowner or Condominium Association maintenance responsibilities.

Note: Special, incidental and consequential damages are excluded within this Warranty. **Please be sure to read the entire Homeowner Limited Warranty** (the "Warranty").

SPECIAL WARNING REGARDING WINDOW SCREENS

The window and door screens, frames and fastening systems have been designed by the window, door and screen manufacturers only to keep most insects out of you Home. The manufacturers have not designed the system to support any weight other than that of the screen itself, therefore, the screen system will not prevent children or pets from falling through open windows to the ground below. Parents should be careful to prevent children and pets from leaning against the screens.

1. PERSONS PROTECTED

This warranty of the "Builder" is extended to the original purchaser(s) identified above and to all subsequent owners (if any) who take both title and possession of the designated home (the "Home") within the applicable warranty periods for residential purposes (the "Purchaser"). When the first purchaser sells the home or moves out of it, this limited warranty automatically terminates. It is not transferable to subsequent purchasers of the home nor to the first purchaser's tenants.

2. WARRANTY DATE

The "Warranty Date" is the first day the original Purchaser occupies the new home, settles on the new homes, or makes the final contract payment on the new home, whichever is earlier.

3. ONE YEAR LIMITED WARRANTY ON THE BASIC HOME

Builder warrants that the Home and (any of the following if applicable) driveway, walkway, steps, patio, porches, fences, decks supplied by Builder with the Home under

the same purchase agreement will be free from defects in materials and workmanship of the original construction for a period of one (1) year from the Warranty Date.

4. TWO YEAR LIMITED WARRANTY MECHANICAL SYSTEMS

Builder warrants that the installation of plumbing, electrical, and HVAC systems will be free from defects in workmanship of the original installation which appear at any time within two (2) years after the Warranty Date.

5. SIX YEAR LIMITED WARRANTY AGAINST MAJOR STRUCTURAL DEFECTS

Builder warrants that the Home will be free from major structural defects in the materials or workmanship of the original construction which appear any time within six (6) years after the Warranty date, and which significantly affect the load-bearing functions of the Home or otherwise render it unsuitable for residential purposes.

6. MANUFACTURERS' WARRANTIES

Some appliances, equipment and other components included in the Home will be covered by separate written warranties of the manufacturers or supplies of those items. These manufacturers' warranties are hereby assigned to the Purchaser as of the Warranty Date. All of the separate manufacturer's warranties represent the obligations of the manufacturers or supplies of those components, and they are not warranties of the Builder. If and when any item covered by such a manufacturer's warranty is defective, the Purchaser must contact the manufacturer or supplier directly to seek the performance of the applicable manufacturer's warranty.

7. EXCLUSIONS FROM WARRANTY COVERAGE

- a. Damage to real property that is not part of the Home covered by the Warranty or that is not included in the purchase price.
- b. Bodily injury or damage to personal or real property, in whole or part, that may be a consequence of, or incident to, or result from any defects in materials or performance of the work.
- c. Any defect in material supplied or work performed by anyone other than the Builder or the Builder's employees, agents or subcontractors.
- d. Any damage that the Purchaser has not taken timely action to minimize or for which the Purchaser has failed to provide timely notice to the Builder.
- e. Normal wear and tear or normal deterioration.
- f. Insect damage, except where the Builder has failed to use proper materials or construction methods as required by local building codes.

- g. Any loss or damage that arises while the Home is being used for nonresidential purposes.
- h. Any damage to the extent it is caused or made worse by negligence, misuse, improper maintenance or improper operations by anyone other than the Builder or the Builder's employees, agents, or subcontractors.
- i. Any work done by the Owner or anyone other than the Builder or, if requested by the Builder, by the Builder's trade contractors.
- j. Any damage to the extent it is caused or made worse by changes in grading or the ground by anyone other than the Builder, the Builder's employees, agents or subcontractors.
- k. Any damage caused or made worse by the failure of the Purchaser to maintain adequate heat or air conditioning in the Home.
- l. Any damage caused or made worse by a heavy item such as a waterbed, or pool tables. If Purchaser desires to use such an item, Purchaser should consult a structural engineer for advice on whether the floors, balconies or patios of the Home can withstand the weight of the particular item desired to be used in, on or around the Home. If your home is part of a condominium, also consult the condominium's offering plan regarding the usage, and restriction of usage, of outdoor and common areas.
- m. Any loss or damage caused by acts of God or natural occurrences.
- n. Any loss or damage caused by naturally occurring gases such as radon and methane.
- o. Any damage resulting from a malfunction of equipment or lines of the telephone, gas, power, or water companies.
- p. Any damage caused by exposure to sunlight.
- q. Conditions resulting from dampness, condensation on, expansion of, or contraction of materials.
- r. Any non-conformity with local building codes, regulations or requirements that has not resulted in a construction defect. While we acknowledge our responsibility to build in accordance with applicable building codes, this Limited Warranty does not cover building code violations in the absence of a construction defect.

8. REMEDIAL ACTIONS TO BE TAKEN BY BUILDER

If and when a defect for which the Builder is responsible under this Warranty occurs, the Purchaser must give prompt and written notice to the Builder in the manner specified in Section 11. In that event, the Builder will (1) repair or replace the construction defect; (2) pay to you the actual amount it would cost us to repair or replace the construction defect; or (3) Pay to you an amount equal to the diminution in fair market value caused by the construction defect. The Builder will have the right to decide in its own discretion which of those remedies it will provide. If the Builder voluntarily offers or furnishes any remedy not legally required of it in any one instance, that action will not create an obligation to do so in any other instance; nor will any remedial action taken by the Builder at any time extend the time periods or alter the scope or conditions of the Warranty relating to the Home.

Surfaces, finishes and coverings that require repair or replacement will be to approximately the same condition they were in prior to the construction defect, but not necessarily to a like new condition.

When repairing or replacing surfaces, finishes and coverings, the repair or replacement will attempt to achieve as close a match with the original surrounding areas as is reasonably possible, but an exact match cannot be guaranteed due to such factors as fading, aging and unavailability of the same materials.

You agree not to make any voluntary payments or assume any obligations or incur any expenses for the remedy of a condition you believe is a construction defect without prior written approval from us, or other parties authorized to act on our behalf. We will not reimburse you for costs incurred where you did not obtain prior written approval. However, you may incur reasonable expenses in making repairs in an emergency condition without prior written approval, provided the repairs are solely for the protection of the home or common elements from further damage or to prevent an unsafe living condition and provided you notify us as soon as is reasonably possible. To obtain reimbursement for repairs made during an emergency condition, you must provide us with an accurate written record of the repair costs. An emergency condition means an event or situation that creates the imminent threat of damage to the home or common elements, or results in an unsafe living condition due to a construction defect that you become aware of at a point in time other than our normal business hours and you were unable to obtain our authorized representative's prior written approval to initiate repairs to stabilize the condition or prevent future damage.

9. SUBROGATION

If the Builder repairs, replaces or pays the cost of repairing or replacing under this Warranty any defect or component for which the Purchaser is covered by a manufacturer's warranty or by insurance, the Builder will be subrogated, automatically, to the rights of the Purchaser under that manufacturer's warranty or insurance coverage, to the extent of the costs paid or incurred by the Builder.

10. ADDITIONAL LIMITATIONS

- a. Under no circumstances will the Builder be liable for special, incidental or consequential damages (including, but not limited to, bodily injury, death, loss of use of the Home, damage to property of any kind not furnished by the Builder, or attorney's, expert's, consultant's fees and costs), regardless of the form of action or legal theory under which any claim is asserted against the Builder for breach of warranty, breach of contract, negligence or strict liability.
- b. There is no express warranty of any kind, or implied warranty obligation (including, but not limited to, any implied warranty of merchantability, habitability, or fitness for a particular purpose) given or undertaken by the Builder in connection with the construction or sale of the Home, and relating to the quality or condition of any part of the Home, except for this Warranty. No officer, employee or agent of the Builder is authorized to grant any other express warranty or representation or undertake any implied warranty obligation beyond the provisions of this Warranty at any time.
- c. The repair, replacement or payment remedy selected by the Builder will be the exclusive remedy for which the Builder will be liable with respect to the pertinent defect. In no event will the Builder be liable for repair costs or other Warranty obligations amounting in the aggregate to more than the purchase price of the Home.
- d. If any provision of this Limited warranty is determined to be unenforceable, such a determination will not affect the remaining provisions. If this Limited Warranty or any provision herein is determined to be unenforceable as to a Homeowner Association, Condominium Association or a specific Homeowner, such a determination will not affect the enforceability of this limited warranty or such provision as to any other Associations or homeowners. The issue of enforceability, as well as other issues, will be determined by Binding Arbitration as provided for in this Limited Warranty.

11. PROCEDURE FOR MAKING ADJUDICATING CLAIMS

This Limited Warranty contains the procedures you as the Purchaser must use to notify the Builder of a condition in your home or the common elements which you believe may constitute a construction defect. In the event a condition occurs in the home or common elements that you as the Purchaser believe may constitute a construction defect, you agree to submit any request for warranty performance under this Limited Warranty.

If you as the Purchaser believe that you have a claim under this Warranty you must first send written notice of the defect immediately after you discover it (but not later than the date on which the Warranty on the item expires) to the Builder at:

FrameWorks Group LLC
168 Beach 101st Street
Rockaway Park, NY 11694

Only emergency reports will be taken by telephone, facsimile or email. Telephonic or face to face discussions will not protect your rights under this Limited Warranty.

In all communications, be sure to include your full name, community name, address and daytime telephone number and be sure to describe clearly the nature of the defect for which you seek a remedy.

Once you have sent this written notice to the Builder, the Builder has thirty (30) days in which to respond. You must make yourself and your Home available to the Builder for inspection at a mutually agreeable time during normal business hours during this thirty (30) day period.

Based on the information you provide, and where we deem it necessary, information obtained from our onsite investigation inspection and/or testing of the Home or the common elements, we will determine whether we agree with you that the condition constitutes a construction defect. If we determine that the condition reported by you is a construction defect, we will remedy the condition in accordance with the remedies prescribed in this limited warranty.

If after thirty (30) days of sending your notice to the Builder, you believe you have not been able to obtain satisfactory performance under this Warranty, you must notify, in writing, the Builder, at the address set forth above, of such dissatisfaction (“Dissatisfaction Notice”) and request that the dispute be decided by binding arbitration between Purchaser and the Builder in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association (the “AAA”) unless applicable law does not permit such arbitration to be binding upon the Purchaser. Arbitration shall be commenced by Purchaser filing a AAA Demand for Arbitration form with the AAA and the Builder. The Purchaser shall be responsible for payment of the filing (administrative) fees of the American Arbitration Association. Purchaser agrees to make the Home and the Premises and any alleged defects available for inspection by the Builder and its representatives during normal business hours upon reasonable notice.

The arbitrator shall consider only whether the Builder is responsible for correction of an alleged warranted item. The arbitrator shall not determine, or consider, any claim involving consequential damages, personal injury or death, rescission of contract or any remedy other than repair or replacement or payment of the reasonable cost of repair or replacement. The arbitrator shall give the Builder the option of satisfying an arbitration award either by performance of the required repair(s) or payment of a sum certain

representing the cost of having such repair(s) performed by a third party. The arbitrator may, however, award actual, reasonable shelter expenses during the term of repair if the arbitrator makes the specific finding that repair activity renders the Home either unsafe or uninhabitable during the term of repair.

The non-prevailing party in any arbitration shall pay all cost of the arbitration and all attorneys fees.

12. EFFECT OF OTHER LAWS ON WARRANTY PROVISIONS

Notwithstanding any other provision of this Warranty, the Purchaser's rights and the Builder's obligations hereunder shall be without any force and effect and this Warranty shall be deemed superseded by any U.S. Government required warranty or other third-party warranty provided to Purchaser as required by local jurisdictions.

13. NOTICE REGARDING DELIVERY OF HOMEOWNERS MANUAL AND WARRANTY INFORMATION TO FUTURE PURCHASERS

In the event that you eventually decide to sell your Home, it is your responsibility to deliver this Homeowner's Manual and the Warranty information which it contains to any subsequent owner of the home. When the first purchaser sells the home or moves out of it, this limited warranty automatically terminates. It is not transferable to subsequent purchasers of the home nor to the first purchaser's tenants.

Buyer Acknowledgement

The buyer acknowledges (a) that _____ has thoroughly examined the property that is to be conveyed, (b) the buyer has read and understand the limited warranty, and (c) the builder has made no guarantees, warranties, understandings, or representations (nor have any been made by any representatives of the builder) that are not set forth in this document.

I acknowledge having read, understood, and received a copy of this limited warranty agreement.

Buyer

Builder

Date: _____

By: _____

Title: _____

Date: _____

Key Release

Community: _____

Address: _____

In an effort to expedite service work that has been requested by the Homeowner whose signature appears below, a key has been delivered and permission to use it is hereby granted to the Builder.

Every reasonable effort will be made to maintain the key in a secure environment. The key will be issued only to designated personnel for the sole purpose of carrying out valid requests for service which the undersigned homeowner has filed with the Builder. Such work will be performed between the hours of 8 a.m. and 4:30 p.m. Monday through Friday unless another day or time is mutually agreed to.

The undersigned Homeowner and the Builder further, agree that the Builder is released and held harmless from and against any and all claims, causes of actions, demands or damages to persons or property arising out of or by reason of the possession of the key and/or the exercise of the authorized right of entry into the home under the terms of this agreement.

Upon completion of the work requested or upon request by the undersigned homeowner, the key will be returned and the receipt below signed and dated accordingly.

Date: _____ Homeowner: _____

Date: _____ Homeowner: _____

Request for Returned Key

Key returned on date _____ by _____.

Receipt of key on the date indicated is hereby acknowledged.

Homeowner: _____

In lieu of assigning a key to the Builder, service appointments can be made between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday. Subject to accessibility to the home, every effort will be made by the Builder, personnel and trade contractors to comply with the stated 30-day time frame for warranty repair.