



Lancaster Home Builders

Building for your future!

A Division of Nadu Construction, Inc.

2760 Charlestown Road

Lancaster, PA 17603

(717) 394-6621

Fax 394-6729

LIMITED WARRANTY

March 2016

THIS LIMITED WARRANTY DOES NOT COVER CONSEQUENTIAL OR INCIDENTAL DAMAGES. LIABILITY UNDER THIS LIMITED WARRANTY IS LIMITED TO THE CONTRACT SALES PRICE. LANCASTER HOME BUILDERS IS REFERRED TO AS BUILDER.

THE BUILDER MAKES NO IMPLIED WARRANTY, OR ANY WARRANTY, EXPRESS OR IMPLIED, IN CONNECTION WITH THE CONTRACT FOR PURCHASE AND SALE OF THE UNIT. EXCEPT FOR THE LIMITED WARRANTY, THE BUILDER DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS AS TO THE UNIT AND ALL FIXTURES AND APPLIANCES, CONTAINED THEREIN, WHETHER ARISING FROM CUSTOM, USAGE, COURSE OF TRADE, CASE LAW, OR OTHERWISE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THIS LIMITED WARRANTY.

LIMITED WARRANTY

Lancaster Home Builders limited warranty the following protection:

Commencing on the date the original purchaser from Lancaster Home Builders, closes on the unit, and subject to the terms and conditions listed herein, Builder hereby warrants that for a period of (1) one year from and after the date of the initial closing, that the unit will be free from defects due to nonconformity with the warranty standards set forth herein. With respect to fixtures, appliances, the Builder will assign the manufacturers warranties only.

1. Builders Responsibility- If a defect arises due to a nonconformity with warranty standards, which are attached and marked Exhibit "A" ("WARRANT STANDARD"), during the term of this Warranty, the Builder will repair, replace, or pay the homeowner the reasonable cost (as such cost is determined by the Builder) of repairing or replaces the defective item.

2. Conditions Affecting Builder's Responsibility. In each instance, the Builders responsibility is subject to the following:

A. In the event of warranty claim, the Builder will have the sole discretion to decide whether to repair or replace a defective item, or pay to the homeowner the reasonable cost, as determined by the Builder, of repair or replacement.

B. The Builders total liability is limited and shall not exceed the Builders cost for the unit.

C. Actions taken by the Builder to cure defects will not extend the coverage of this warranty.

(2)

D. When the Builder finishes repairing or replacing a defective item, or before the Builder pays the homeowner the reasonable cost (as such cost is determined by the Builder) of doing so, the homeowner must sign and deliver to the Builder a full and unconditional release of all legal obligations with respect to the defect.

E. In the event the Builder repairs or replaces, or pays the reasonable cost of the repair or replacement of any defective item covered by this warranty, the Builder shall be subrogated to all of the homeowner's rights of recovery against any person or entity. The homeowner agrees to execute and deliver any and all instruments and papers and to take all other actions necessary to secure such rights, and to do nothing which will prejudice such rights of the subrogation.

F. If a claim is resolved by a payment of cash, in lieu of repair or replacement, the payment shall be made to or on behalf of homeowner and any mortgagees, as their interests may appear, Provided however, the Builder shall not be required to make payment jointly to the homeowner or mortgagee, unless the mortgagee has notified the Builder of its security interest in the unit prior to payment. A mortgagee shall be completely bound by any agreement, conciliation, or arbitration accepted by the homeowner relating to a claim hereunder.

3. Making Warranty Claims:

A. Carefully read and review this Warranty and Warranty Standards to determine whether the defect is covered.

B. All request should be in writing and should be hand delivered to our office. Or they may be mailed to the address below and the Builder will review.

Lancaster Home Builders
2760 Charlestown Rd
Lancaster, PA 17603

Office hours are from 9:00 a.m to 4:00 p.m., Monday through Friday. Except holidays.

C. All request for warranty service should include:

Your name and address:
Your lot number:
A specific description of the defect:

(3)

D. After receiving your warranty service request, the Builder will inspect the defective item. Where a claim defect is filed that cannot be observed or determined under normal conditions, it is the homeowner's responsibility to prove that the claim exists. Any cost involved will be paid by the homeowner, and if properly proven, will be reimbursed by the Builder. If the defect is the result of the homeowner's negligence, abuse, or failure to maintain, the homeowner shall be charged both for the repairs and with a minimum service fee of \$45.00.

E. The homeowner must provide the Builder with reasonable weekday access during normal business hours in order to perform its obligations under this warranty. If the homeowner fails to keep warranty service appointments or fails to permit the Builder to gain access to the unit to perform such warranty work on three (3) consecutive occasions, then the Builder shall no longer be required to perform such warranty work.

4. Dispute Resolution.

A. Prior to the initiation of an arbitration under ¶4(B) of this warranty, the homeowner must first provide (1) written notice to the Builder of all potential claims (2) agree to an inspection, and (3) give the Builder an opportunity to cure any claims raised by the homeowner. If the homeowner fails to adhere to the procedure in this provision prior to initiating arbitration, then the homeowner agrees to indemnify the Builder for all costs and expenses of the litigation, including reasonable attorneys' fees.

B. In the event that (1) the Builder denies a claim for warranty service and the homeowner disputes the denial or (2) the borrower is dissatisfied with any work performed by the Builder under this warranty; the dispute will be submitted to binding arbitration with the American Arbitration Association ("AAA"), such other independent arbitration as designated by the Builder, or through a private arbitration as agreed upon by the homeowner and Builder, for resolution in accordance with the rules and regulations of AAA or such other service. The parties agree that Pennsylvania law applies to the dispute and the arbitration will be held in Lancaster County, Pennsylvania. The arbitration award will be final and binding on the Parties and not subject to appeal.

5. General Terms and Conditions. The following general terms and conditions apply to this Warranty:

A. Where provided to the Builder by the manufacturer, the Builder will deliver to the homeowner all manufacturers' warranties for fixtures and appliances. The Builder will not be liable to the homeowner to substitute, replace, or repair such fixtures or appliances.

B. All notices required under the Warranty must be in writing and sent by U.S. mail, postage prepaid, to the recipient's address shown on the Contract for Purchase and Sale, or to such other address as a recipient may designate in writing.

(4)

C. Should any term of this Warranty be found unenforceable by a court of competent jurisdiction, the balance of the Warranty shall remain enforceable.

D. This Warranty is binding on the Builder and the homeowner and their respective heirs, representatives, successors and assigns for a period of one year after the date the original purchaser of the Unit closed with Builder.

E. The Warranty shall be interpreted in accordance with the laws of Pennsylvania.

F. This Warranty cannot be modified or amended.

G. If the performance of any Builder obligation is delayed by matters outside of the Builder's control, the performance will be excused until the delay has been remedied. Delaying events shall include, without limitation, acts of God, war, civil commotion, conduct of the sovereign, shortages in materials, and acts by persons not a party hereto.

H. Whenever appropriate, it is intended that the use of one gender in this Warranty includes all genders, and the use of the singular includes the plural.

6. Definitions. For the purposes of this Warranty, the terms listed below will be defined as follows:

A. Cooling, Heating, and Ventilating Systems. The complete air conditioning and heating system, including all ductwork, refrigerant lines, convectors, dampers, compressors, and air handlers.

B. Plumbing System. All pipes (supply and waste) and their fittings, and all vent pipes.

C. Electrical System. All wiring, electrical boxes, and connections to Power & Light Company.

D. Fixtures and Appliances, including Attachments and Appurtenances. Including, without limitation, the following items which may have been installed in the Unit: cooling, heating and ventilating systems, refrigerator, ice maker, stove, oven, microwave, garbage disposal, dishwasher, vacuum, washer, dryer, water heater, fans, bathtubs, sinks, commodes, faucets and valves, lighting fixtures, switches, outlets, and circuit breakers.

(5)

7. Exclusion. The following are not covered by this Warranty:
- A. Any defect that does not result in any actual physical damage or loss.
 - B. All incidental and consequential damages, including, without limitation, costs of shelter, transportation, food, moving, storage or similar expenses related to relocation during repairs.
 - C. Loss or damage to fixtures and appliances, including attachments and appurtenances.
 - D. Personal property damage or bodily injury.
 - E. Any claim reported after an unreasonable delay or more than 15 days after the expiration of the Warranty period.
 - F. Loss or damage caused directly or indirectly by insects, birds, vermin, rodents, or wild or domestic animals.
 - G. Any loss or defect which arises while the Unit is used primarily for nonresidential purposes.
 - H. Loss or damage caused by soil movement, including subsidence, expansion, or lateral movement of soil (excluding flood) which is covered by any insurance or for which compensation may be granted by legislation.
 - I. Normal deterioration or normal wear and tear.
 - J. Any deficiencies in or damage caused by material or work supplied by anyone other than the Builder, its employees, agents, or subcontractors.
 - K. Damages or losses not caused by a defect in the construction of the Unit, but resulting from matters outside the Builder's control, including, without limitation, accidents, civil commotion, war, nuclear hazards, acts of God, fire, explosion, blasting, smoke, windstorm, hail, lightning, hurricane, falling trees, aircraft, vehicles, flood, sinkholes, or ground faults
 - L. Loss or damage resulting from the homeowners failure to minimize or prevent such loss or damage in a timely manner.
 - M. Loss or damage to or resulting from defects in site located swimming pools and other recreational facilities; driveways; fences; landscaping (including sodding, shrubs, trees, and other plantings); french drains; off-site improvements; or any other improvements not part of the Unit.

(6)

N. Loss or damage to real property which is not part of the Unit (land is not considered a part of the Unit) covered by this Warranty.

O. Loss or damage resulting from or made worse by changes in the grading of the property by anyone other than the Builder, its employees, agents, or subcontractors.

P. Loss or damage resulting from or made worse by, modifications or additions to the Unit made after the commencement of this Warranty (other than changes made in order to meet the obligations of this Warranty).

Q. Loss or damage resulting from or made worse by, dampness, condensation, mildew, or heat buildup caused by the failure of the homeowner to maintain proper ventilation.

R. Any defect, damage, or loss which is caused or made worse by failure of the homeowner to notify the Builder of any defect within a reasonable period of time.

S. Loss or damage resulting from or made worse by negligent maintenance or operation of the Unit, and its systems by anyone other than the Builder or its employees, agent, or subcontractors.

T. Loss or damage resulting from a condition not resulting in actual physical damage to the Unit, including without limitation, in uninhabitability or health risk due to the presence or consequences of unacceptable levels of radon, formaldehyde, carcinogenic substances, or other pollutants and contaminants; or the presence of hazardous or toxic materials.

U. Loss of damage caused directly or indirectly by flood, surface water, waves, tidal water, overflow of a body of water, or spray from any of these (whether or not driven by wind), water which backs up from sewers or drains, changes in the water table which were not reasonably foreseeable, or water below the surface of ground (including water which exerts pressure on or seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool or other structure, wetlands, springs, or aquifers).

8. Subsequent Purchaser(s). This Limited Warranty is fully transferable to subsequent purchaser(s) during the one year period that it is in effect. This express warranty negates all implied warranties. Therefore, no implied warranty is hereby extended to any purchaser who is in privity with the Builder, or to any subsequent or remote purchaser(s).

9. Warranty Standards. Attached to this agreement as Exhibit "A" are the Warranty Standards by which the Builder and the homeowner will determine whether a Unit has a problem which is covered by this Warranty, and the obligation of the Builder to correct those defects. Where specific standards and obligations are not set forth, the standard shall be the accepted industry practice for workmanship and materials. The applicability of these Warranty Standards is further conditioned upon the homeowner's proper maintenance of the Unit to prevent damage due to neglect, abnormal use, or improper maintenance. The requirements and suggestions for proper preventive maintenance are set forth on Exhibit "B" attached hereto.

ONE YEAR WARRANTY STANDARDS

| <u>POTENTIAL PROBLEMS</u> | <u>COMMENTS</u> | <u>BUILDER'S OBLIGATION</u> |
|---|---|--|
| <i>MASONRY AND CONCRETE</i> | | |
| 1. Concrete Foundation Wall | Shrinking or settlement cracks cracks are common & should be expected within certain tolerances | Any cracks greater than 1/8" in width will be repaired by surface patching or pointing; Builder is not responsible for color variations. |
| 2. Cracks in concrete floors | Shrinkage (hairline) cracks are common and should be expected within certain tolerances. | Any cracks greater than 1/4" in width or 1/8" in vertical displacement will be repaired by surface patching or other remedies. |
| 3. Vertical or horizontal movement of concrete slabs at joints | Concrete slabs are engineered to move at expansion and contraction joints. | None. |
| 4. Cracks in attached garage slab | Shrinkage cracks are common and should be expected within certain tolerances. | Cracks exceeding 1/4" in width or 1/4" in vertical displacement will be repaired by patching or other remedies. |
| 5. Concrete slab cracks which cause finished floor coverings to rupture | *** | The problem will be orrected so that the defect is not readily noticeable. |

ONE YEAR WARRANTY STANDARDS

POTENTIAL PROBLEMS COMMENTS BUILDER'S OBLIGATION

LOT GRADING AND DRAINAGE

- | | | |
|---|--|--|
| 6. Ground settlement around foundation & utility trenches | Ground settlement should not disrupt water drainage from the house, although settlement up to 6" should be expected. In all cases, the purchaser is responsible for the removal & replacement of shrubs, grass, etc. | If the final grading was performed by the Builder, he will replace fill in excessively settled areas only. |
|---|--|--|

CARPENTRY (ROUGH-IN)

- | | | |
|---|---|--|
| 7. Walls which bulge, bow or are out-of-plumb | All interior & exterior walls have minor differences. | Walls bowing more than 1/4" within a 32" measurement (floor to ceiling or wall-to-wall) will be repaired. Interior walls which are more than 1/2" out-of-plumb for any 8' vertical measurement shall be corrected. |
|---|---|--|

INSULATION

- | | | |
|---|--|--|
| 8. Inadequate insulation | This warranty assures that your insulation will meet the applicable energy code requirements. | Builder will install sufficient insulation to meet the applicable code requirements. |
| 9. Air infiltration from electrical outlets | Electrical boxes are backed By the exterior walls, which may cause air filtration. This is common in new construction. | None. |

ONE YEAR WARRANTY STANDARDS

| <u>POTENTIAL PROBLEMS</u> | <u>COMMENTS</u> | <u>BUILDER'S OBLIGATION</u> |
|--|--|--|
| <i>ROOFING</i> | | |
| 10. Roof Leaking | The roof should not leak & no leaks should arise from flashings, except where cause is determined to result from severe weather conditions, such as very high winds & driven rain. | All roof & flashing leaks will be repaired. The Builder is not responsible for color variations. |
| 11. Leaks in gutters & downspout leaders | Gutters & leaders should not leak. However, during heavy rains, overflows & overruns should be expected. The purchaser is responsible for keeping the gutters & leaders open & free from debris. Minor leaks at joints should be expected. | Leaks, other than minor leaks, not caused by purchaser's neglect will be repaired. |
| 12. Water stays in gutters | Purchaser is responsible for keeping gutters & leaders open & free from debris. | Builder will repair so that if free from debris, the standing water depth will not exceed 1" |
| 13. Standing water on flat roofs | Water should drain from flat roof, except for minor ponding or when the roof is specifically designed for water retention. | Builder will take corrective action to assure proper drainage. |
| 14. Insufficient attic or roof Ventilation | The applicable building codes will control. | Builder will correct to meet the applicable code requirements. |

ONE YEAR WARRANTY STANDARDS

| <u>POTENTIAL PROBLEMS</u> | <u>COMMENTS</u> | <u>BUILDER'S OBLIGATION</u> |
|--|--|--|
| <i>SIDING AND CAULKING</i> | | |
| 15. Faulty workmanship trim | Separation between masonry and trim should not exceed 3/8". Trim & masonry should be capable of excluding the elements. | Builder will repair by caulking or other methods. |
| 16. Leakage of elements through attic louvers, vents & ridge or soffit vents | Even if vents are installed according to building codes driving rain may enter. This is not a defect. | Builder will repair by caulking or other methods. |
| 17. Wall leaks due to caulking shrinkage | All caulking shrinks & replacement is a purchaser's maintenance item. | If there is water leakage in junctions or separations, re-caulking will be done one time during the one year warranty. |
| 18. Paint peels or fades | Some fading is normal & is caused by weathering. Mildew & fungus caused by climatic conditions or nearby bodies of water are not covered by this warranty. | Defective areas will be corrected and if the deterioration affects 75% of an area, the entire area will be refinished. The builder will be responsible only for matching color as closely as possible. |
| 19. Cracks in stucco wall finish | Cracks in stucco wall finishes are common & should be expected within certain tolerances. | Cracks in excess of 1/8" in width will be repaired once during the one year warranty. Builder is not responsible for color variations. |

ONE YEAR WARRANTY STANDARDS

| <u>POTENTIAL PROBLEMS</u> | <u>COMMENTS</u> | <u>BUILDER'S OBLIGATION</u> |
|---|---|--|
| <i>WINDOWS AND DOORS</i> | | |
| 20. Warpage of doors-passage and closet | Some warping, especially of exterior doors is normal & is caused by surface temperature changes. Such warping, however, should not cause the doors to become unusable or allow entrance of the elements, and should not exceed 1/4" measured corner to corner diagonally. | Defective door will be repaired or replaced & the finish matched as closely as possible. |
| 21. Shrinkage of door panels | Expansion & contraction is normal & may cause unfinished surfaces to appear. | None. |
| 22. Glass breakage | This is not covered by your warranty. You should inspect your property & bring any glass breakage to the Builder's attention prior to occupancy | None. |
| 23. Garage door malfunctions | Maintenance is purchaser's responsibility. | The door will be repaired & adjusted to function as designed. |
| 24. Rain enters through garage door | Some entrance of the elements should be expected. | The door will be adjusted to meet the manufacturer's specifications. |
| 25. Windows do not operate | Reasonable pressure should open & close windows | Builder will repair as required. |

ONE YEAR WARRANTY STANDARDS

| <u>POTENTIAL PROBLEMS</u> | <u>COMMENTS</u> | <u>BUILDER'S OBLIGATION</u> |
|-----------------------------------|---|---|
| 26. Drafts around windows & doors | Some draft is normal. | Defective weatherstripping & badly fitted doors & windows will be repaired, adjusted or replaced. |
| 27. Condensation on windows | Windows will collect condensation on interior surfaces when extreme temperature differences & high humidity levels are present. Condensation is usually the result of climatic/humidity conditions, created by the purchaser within the home. | Unless directly attributed to faulty installation, no corrective action is required. |

INTERIOR WALLS & TRIM

| | | |
|-----------------------------|---|---|
| 28. Faulty workmanship trim | Some separations in moldings between moldings & adjacent surfaces (incl. casement, base, etc.) is normal & should be expected within certain tolerances | Separation in excess of 1/4" will be repaired by caulking or other methods. |
| 29. Wall or ceiling cracks | Hairline cracks & seam or tape cracks, along with other slight imperfections are normal & should be expected within certain tolerances. Nail pops are common & are due to contraction & expansion of lumber products. They are beyond the Builder's control & are not covered by this warranty. | Cracks exceeding 1/8" in width will be repaired once during the one year warranty. The Builder is responsible for repainting only the affected area unless the majority of a wall is affected. Color will be matched as closely a possible. |

ONE YEAR WARRANTY STANDARDS

| <u>POTENTIAL PROBLEMS</u> | <u>COMMENTS</u> | <u>BUILDER'S OBLIGATION</u> |
|---|--|---|
| 30. Cracking of ceramic tile & grout joints | Cracking of grout joints is common & is a home maintenance item. | Broken tiles will be replaced once during the one year warranty & excessive cracking of grout joints will be repaired once during the one year warranty. Builder is not responsible for discontinued patterns or colors or for variation in colors. |

FLOORING AND COVERING

| | | |
|---|---|--|
| 31. Floor covering becomes loose or bubbles | *** | The affected area will be repaired or replaced one time during the one year warranty. Builder is not responsible for discontinued patterns or colors or for variations in color. |
| 32. Gaps in seams of resilient coverings | Minor gaps are common & should be expected within certain tolerances. | Gaps in excess of 1/8" will be repaired or replaced at the affected area one time during the one year warranty. Builder is not responsible for discontinued patterns or colors or for variations in color. |
| 33. Gaps in carpet seams | Seams will be apparent. Spotting or fading of carpet is not covered by this warranty. | The carpet will be repaired or restretched if necessary so gaps are not visible |
| 34. Spots on carpet, minor fading | Exposure to light may cause spots on carpet or minor fading. | None. |

ONE YEAR WARRANTY STANDARDS

| <u>POTENTIAL PROBLEMS</u> | <u>COMMENTS</u> | <u>BUILDER'S OBLIGATION</u> |
|---------------------------------|-----------------|--|
| 35. Ceramic tile chips & cracks | *** | Tile chips & cracks will not be repaired unless such chips or cracks are noted on your Pre-closing Inspection Report |

CABINETS & COUNTERTOPS

| | | |
|---|---|---|
| 36. Vanity & kitchen countertops or cabinet chip, crack or delaminate | Cracks & chips, incl. porcelain & fiberglass fixtures, not reported to the Builder prior to occupancy will not be covered by this warranty. | Chips, cracks or delamination reported prior to closing will be repaired. |
| 37. Cabinet doors or drawers warp. | Minor warpage is common & should be expected within certain tolerances. | Warpage in excess of 1/4" from the face of the cabinet will be repaired or the doors or drawers replaced. |
| 38. Cabinet separates from wall or ceiling | Some separation is common & should be expected within certain tolerances. | Separation in excess of 1/4" will be repaired. |
| 39. Bubbling cabinet decks or shelves | Cabinet decks & shelves should be free of any bubbling. | None, unless bubbling is due to plumbing leak or detected at walk-thru for which Builder is responsible. |

ONE YEAR WARRANTY STANDARDS

| <u>POTENTIAL PROBLEMS</u> | <u>COMMENTS</u> | <u>BUILDER'S OBLIGATION</u> |
|------------------------------|---|--|
| <i>COOLING & HEATING</i> | | |
| 40. Insufficient cooling | Where applicable, the cooling system should be able to maintain a temperature of 78 degrees (Measured 5' above the center of the floor) under local outdoor ASHRAE specifications. In the case of excessive outdoor temperature, a 15 degree difference is acceptable. Purchaser is responsible for minor adjustments such as balancing dampers & registers. All rooms will vary in temperature by 3 or 4 degrees. This is acceptable. | The Builder will repair the system so that it will perform as described. |
| 41. Insufficient heating | The heating system should be able to maintain a temperature of 70 degrees (Measured 5' above the center of the floor) under local outdoor ASHRAE specifications. Purchaser is responsible for minor adjustments such as balancing dampers & registers. On extremely cold days, a 5 to 6 degree difference between the actual inside temperature & the thermostat setting is acceptable. All rooms will vary in temperature by 3 to 4 degrees. This is acceptable. | The Builder will repair the system so that it will perform as described. |

ONE YEAR WARRANTY STANDARDS

| <u>POTENTIAL PROBLEMS</u> | <u>COMMENTS</u> | <u>BUILDER'S OBLIGATION</u> |
|--|--|--|
| 42. Ductwork noisy | When metal ducts heat & cool, some noise will result. Very loud noise known as oil canning is not acceptable. | Builder will correct the oil canning noise only. |
| 43. Ductwork | *** | The Builder will repair. |
| <i>PLUMBING</i> | | |
| 44. Plumbing fixtures, appliances & trim fitting leaks or malfunctions | No faucet or valve should leak due to defects in material or workmanship. However, leakage caused by worn washers or seals or tightening or pack | Leaks or malfunctions in faucets, valves, appliances, and trim fittings caused by defects in materials or workmanship will be corrected. |
| 45. Pipes noisy | Expansion & contraction caused by water flow will cause some noise which is to be expected. | Loud, hammering noises in pipes will be corrected. |
| 46. Cracks or chips in porcelain or fiberglass | The purchaser should inspect these items before taking occupancy & report them to the Builder prior to occupancy. | The Builder will be responsible for these items only if reported at time of pre-closing inspection. |
| 47. Water supply stops | Drought or causes other than defective workmanship & materials will not be covered by this warranty. | Builder will repair or replace faulty workmanship & materials only. |
| 48. Pipe leaks | Condensation on pipes is normal & is not covered by this warranty. | Leaks will be repaired. |
| 49. Clogged drain & sewers | This is a Purchaser's maintenance item. The Builder will be responsible only if the cause is a defect in construction. | Builder will repair only if caused by a defect in construction. |

ONE YEAR WARRANTY STANDARDS

| <u>POTENTIAL PROBLEMS</u> | <u>COMMENTS</u> | <u>BUILDER'S OBLIGATION</u> |
|---|--|---|
| | <i>ELECTRICAL</i> | |
| 50. Outlets, switches, or fixtures fail | *** | Defective outlets, switches, and fixtures will be repaired or replaced once during the one year warranty. |
| 51. Consistently blown fuses or circuit breakers kicking off. | Builder will not be responsible if caused by overloads in the system. | Builder will inspect & repair any defects caused by non-compliance with applicable building & electrical codes. |
| 52. Ground Fault Interruptor trips frequently | Ground fault interruptors are sensitive safety devices installed into the electrical system to provide protections against electrical shock. These sensitive devices can be tripped very easily. | Builder is to install ground fault interruptor in accordance with approved electrical code. Tripping is to be expected & is not covered, unless due to a construction defect. |
| 53. Wiring fails to carry specified electrical load. | *** | Builder will correct to meet applicable building & electrical codes. |
| 54. Fluorescent fixture noise & humming. | *** | It is nature of fluorescent fixtures to hum. Excessively loud fixtures will be corrected. |

PREVENTIVE MAINTENANCE

As a homeowner, you are responsible for maintaining your home. Homeownership demands you time and attention. The following pages outline maintenance activities for which each homeowner will be responsible. Please familiarize yourself with these requirements.

Your appliance owner's manuals, warranty registration cards and other user information will be delivered to you at the time of the preclosing inspection. These materials should also be closely studied, and the warranty registration cards mailed to the manufacturer as soon as possible.

TABLE OF CONTENTS

1. AIR CONDITIONING
2. APPLIANCES
3. ATTIC ACCESS
4. CAULKING AND GROUTING
5. CENTRAL VACUUM SYSTEM
6. CONDENSATION
7. CULTURED MARBLE VANITY TOPS
8. DOORS
9. G.F.I. BREAKER
10. GUTTERS AND DOWNSPOUTS
11. MINI-BLINDS AND VERTICALS
12. MIRRORS
13. MOVING IN/WHILE YOU ARE GONE
14. OVERHEAD GARAGE DOORS
15. PAINT
16. PLUMBING AND PLUMBING FIXTURES
17. ROOF
18. SCREENS
19. SMOKE DETECTORS
20. SPRINKLERS
21. SWIMMING POOLS
22. TILE
23. TERMITES AND INSECTS
24. WIRING AND ELECTRIC

1. AIR CONDITIONING

A. Before calling for service on your air conditioner, please check the following items:

1. Filter should be in place and clean. A dirty filter is the most common cause of air conditioning malfunction. Monthly cleaning or replacement of your filter is necessary for peak efficiency. Never operate your unit without a filter. Filter sizes can vary, so replace your filters with filters of the same size.

2. Check breakers in the A/C disconnect boxes at the compressor. Do not block any air intakes at the compressor or the air handler.

3. Check the circuit breaker at the electrical panel.

4. Check to make sure the thermostat is on either the heating or cooling cycle. Your thermostat is on a time-delay, which means there is a five minute wait when switching functions. If switches are changed during the five minute delay, an additional five minutes will be added to the delay time. Therefore, it is imperative to wait the full time before expecting activation of the new function.

B. In some multi-family units, the secondary drain is located in the air handler closet. The air handler is equipped with a primary and secondary drain. The secondary drain is the PVC stub-out located outside your home. If water begins to drain in substantial amounts from the secondary drain, this indicates a problem with the primary drainage and a serviceman should be called. After the Builder's first year warranty, this is your responsibility.

C. We recommend that each homeowner contract with an independent air-conditioning service company to flush the primary drain line on a semi-annual basis. This will prevent algae buildup in the line. Unfortunately, we are unable to provide this service as part of the homeowners warranty, nor are we able to contract with homeowners on an independent basis for this service.

D. If you do not intend to occupy your home, we strongly recommend that your thermostat be set at 78 - 80 degrees. You, your tenant, or your representative should check your home weekly to make sure that the thermostat is working properly.

2. APPLIANCES

Appliances are warranted by the manufacturer for one year after the date of closing of the initial purchaser from Builder. If you develop a problem with any of your appliances, please call the designated factory service representative.

3. ATTIC ACCESS

The open space between the roof trusses should be used solely by knowledgeable service technicians. This space is not designed for storage. Any damage resulting from the improper use of this space will be the responsibility of the homeowner.

4. CAULKING AND GROUTING

Repair to caulking and/or grout is a homeowner maintenance item. If your caulking or grout dries out, you should recaulk or regROUT with a good grade caulking or grouting compound available at any hardware store.

5. CENTRAL VACUUM SYSTEM (Where applicable)

A central vacuum system has been installed in your new home. It is the canister before using this system. Burnt motors directly attributable to system usage without the collection bag will not be replaced under the terms of your warranty. The collection canister is located in the garage.

6. CONDENSATION

A. Condensation is at its greatest in new buildings. The homeowner must insure that ventilation is provided wherever possible to bring the normal drying out process to its conclusion. Although proper ventilation speeds drying, allow about a year for thorough curing. Windows should be closed during damp, muggy weather and opened during dry, clear weather. Normal operation of your air conditioner will assist in reducing condensation.

B. Exhaust fans in the kitchen and bathrooms are installed to draw off odors and excess moisture from these areas. Be sure to use them.

C. Do not try to accelerate the drying out process by creating unduly high heating temperatures during winter or excessive cooling during the summer. This will only lead to an uneven drying which may exaggerate the effects of normal shrinkage.

D. After showering or bathing, use the exhaust fan for 10 minutes. This will minimize heat and humidity buildup in your home.

E. Condensation on walls, joists, support columns and other components of basement area should be maintain by homeowner by adequate ventilation and moisture control with a dehumidifier.

7. CULTURED MARBLE VANITY TOPS AND LUCITE TUB(S) (Where applicable)

When cleaning your cultured marble tops or lucite tubs, never use an abrasive or mild abrasive product. Any commercial glass or window cleaner with ammonia will give a nice shine. There are also commercial cultured marble cleaning and protecting products available.

8. DOORS

Inspect exterior doors each spring and fall for wear to see that weather-stripping is fastened tightly. Use petroleum jelly on vinyl/rubber weather-stripping. Use aerosol lubricant on squeaky hinges or sticking locks.

9. G.F.I. BREAKER

A. This special circuit breaker has been installed per the National Electrical Code for your protection, and is located in the panel box - it is the switch with the "TEST" button. This breaker operates the receptacles outside in the kitchen, laundry room, and both bathrooms simultaneously. These receptacles are highly sensitive to moisture in the air, as well as to any appliance that may release stray voltage. If such an appliance (hair dryer, shaver, etc.) which has a short is plugged into one of these receptacles, this will cause the G.F.I. to trip and cut off power to the related receptacles. To reinstate power, locate and push the lever to "OFF" and then back to "ON".

B. Please note that the exterior G.F.I. receptacle is not designed to carry the necessary amperage for electric grills or other major appliances.

10. GUTTERS AND DOWNSPOUTS

We recommend that the gutters and downspouts be inspected, cleaned out, and caulked, if necessary, at least twice a year.

11. VERTICALS (Where applicable)

Should you develop any problems or have any questions regarding your verticals, please call the installing contractor.

12. MIRRORS

Use of ammonia based mirror cleaners will cause desilvering along the edges. We strongly recommend that you purchase a good quality mirror cleaning product which is ammonia free.

13. MOVING IN/WHILE YOU ARE GONE

A. The warm humid summer climate is the perfect environment for the growth of mildew. If your furniture and other belongings have been in storage, please check them carefully for mildew before bringing them into your new home. Mildew spores spread quickly and can lodge on previously unaffected items if their growth is not inhibited prior to transferring your belongings to your new home.

B. We will not accept any responsibility for mildew directly attributable to homeowner negligence, or to the failure to have air conditioners turned on.

C. Some additional precautions to inhibit the growth of mildew are listed below:

1. Do not leave your home locked up airtight and totally dark. Your air conditioner should be left on automatic, and your thermostat should be set at 78 - 80 degrees. Leave window treatments open slightly.

2. Do not leave damp items (i.e. shoes, umbrellas) lying flat on carpeted areas where there is no air to circulate around them to dry them out.

3. If you are within your one year warranty, report any water leaks to the Customer Service Department as soon as possible.

D. If you will be leaving your home for two or more weeks, it would be advisable to enlist an independent party to check your home on a weekly basis. We recommend attention to the following items:

1. Toilets should be flushed.

2. Plumbing fixtures should be checked for leaks.

3. The air conditioner operation should be checked, and the thermostat should be properly set.

4. Breakers may be shut off for all unused items (i.e. water heater, some appliances, etc.). Be sure to leave air conditioner breakers on.

E. If you are unable to retain someone to check your home, it is suggested that all water to the house be turned off at the main shut-off valve. This valve is located in basement.

14. OVERHEAD GARAGE DOORS (Where applicable)

If you have received transmitters for the overhead garage door and you have any problem with your garage door or a transmitter, please call the garage door installer. Periodic inspections will help to insure safe operation of your garage door opener. You should periodically check your garage door opener as follows:

A. Every month: (1) Check safety reverse for proper operation. To check the safety reverse; place a 1 inch block of wood on the floor in the path of the descending door, if the door does not automatically reverse within 3 seconds of hitting the block, disconnect the opener and operate the door manually until the installer checks the door. (2) Check the manual disconnect. Make sure it is working properly.

B. Every 3 months: Adjust open and close settings, if necessary. Make sure the door opens and closes fully (per owner's manual).

C. Every 6 months: (1) Make sure the door and door hardware are operating smoothly. Lubricate if needed. (2) Check the tension on the cable or chain of the opener. Adjust per the owner's manual.

D. Every 12 months: Tighten all nuts and bolts. Check the fasteners on the garage door, as well as the garage door opener.

E. Everyday safety: (1) Never let children play with the opener. (2) Do not try to "beat the door". This can cause serious injury. (3) Keep the radio controls out of the reach of children. (4) Operate the garage door only when visible. Keep the door in sight until it is fully closed. (5) Follow your owner manual.

15. PAINT

Touch up paint is delivered to you at your Pre-closing inspection. Move-in and occupancy hazards prohibit any touch-up work other than items listed on your Pre-closing inspection Report. Please use the touch-up paint you received to cover any damage incurred as described above.

16. PLUMBING AND PLUMBING FIXTURES

A. Semi-annually, faucet aerators and tub drains need to be cleaned. This is your responsibility as a homeowner.

B. If you find the toilet flushing device does not operate properly, remove the tank cover to view the mechanism. The rubber flapper is subject to deterioration and a new flapper can be found at any hardware store. The large float ball, which maintains the water level, can be easily adjusted so the proper amount of water is stored in the tank.

C. When cleaning your toilet, pay special attention to the holes located under the bowl rim. If not cleaned regularly, they can become clogged and cause a toilet malfunction. It is our experience that suspended chlorine cleaning bars or blueing pellets can cause early deterioration of the rubber pieces located inside your toilet tank. We do not recommend that these cleaning devices be used.

D. Never flush paper towels, disposable diapers, personal hygiene items or excessive amount of toilet paper down your toilet. There will be a charge by the Plumbing Department to unclog toilets filled with items other than construction debris.

E. Water shut-off valves for the dishwasher, icemaker, and the hot and cold to the kitchen sink are located under the sink. The individual shut-offs are to be used when shutting off the water supply to a specific location rather than the entire house. Separate shut-off valves are located at each toilet, sink and behind the washing machine. The location of the main water shut-off valve for the entire house can be found in the basement. Your plumber should have no difficulty locating the valve. The Building Departments of some counties do not require individual shut-off valves.

F. Your glass-lined, quick recovery water heater is preset at the factory at a temperature of 120 degrees, which is the minimum required to run the dishwasher safely. Do not attempt to reset the thermostat without professional help. Please note, we will not reset water heater thermostats.

G. Your porcelain surfaced sinks, where applicable, demand careful use. Any surface defects (i.e. chips or scratches) not documented on your Pre-closing Inspection Report will not be repaired after closing. For daily cleaning of the kitchen sink, a commercial window/glass cleaner with ammonia will give the sink a nice shine. Occasionally, a more thorough cleaning may be needed, and many commercial cleaning products are available. Never use any steel wood products.

H. Your bath tub should not be cleaned with an abrasive substance. Any foaming bath and tile cleaner is acceptable for removing normal soil. The tub spout is an integral part of the tub and under no circumstances should be used as a support when entering or getting out of the tub. Using the spout as a support will cause permanent damage.

17. ROOF

A. Your roof should last many years with little care. Do not walk on the roof as it may be damaged, causing serious leaks. Inspect it from the edge. Check all flashings, fascia, vents, skylights, if any, etc.

B. If a roof leak should occur during your one year warranty, call the Customer Service Department immediately. Leaks cannot be repaired while the roof is still wet.

18. SCREENS

A. The repair of tears or holes in your screen panels is a homeowner maintenance item. There are several local rescreening companies which can do this for you.

B. To reinstall any of your window screens, simply install the top portion of the screen first with the frame set in the outside track. Push up on the screen and drop it down, making sure the bottom of the frame is also on the outside track.

19. SMOKE DETECTORS

A. Each unit is provided with smoke detectors. Smoke detectors should kept clean and dust free. Any dust, dirt, or small insects could impair the efficiency of your alarm.

B. It is advisable the occasionally test your smoke detector as recommended by the manufacturer.

20. TILE

Ceramic bathroom tiles and all floor tiles should be cleaned with non-abrasive cleaner. A one-to-one solution of vinegar and water leaves a nice shine without damaging the tile finish or the grout.

21. TERMITES AND INSECTS

Treatment for termites and other insects within the residence is a homeowners responsibility. Periodic inspections for insect damage is recommended.

22. WIRING AND ELECTRIC

A. Lighting fixtures should not be attached, detached, or tampered with by anyone other than a competent electrician, as short circuits and unknown damage may result. Any damages or short circuits from said tampering are not covered under your warranty. Do not connect an excessive number of appliances or lamps into any one receptacle.

B. All ceiling outlets are switch activated and are capable of supporting light fixtures or ceiling fans weighing no more than 30 pounds.

C. Before calling for electrical repairs, check your circuit breaker panel to assure all switches are in the "ON" position. If a short occurs, the switch will automatically go to the "OFF" position. After eliminating the cause of this short (overloaded circuits, frayed cords and/or connections are possible causes), reset the breaker by pushing the switch all the way of "OFF" and then back to the "ON" position. If any red shows near the breaker lever, you must repeat the steps above.

D. For your convenience, we have supplied you with light bulbs throughout your new home. Replacement of these bulbs is your responsibility. A dark end of any of your fluorescent bulbs indicates the bulb is bad and must be replaced. A bad fluorescent bulb can create dim light or no light whatsoever at the fixture. Fluorescent bulbs must be twist-locked in place with both bulb prongs securely in the fixture socket.

