

Residential Home Warranty



WELCOME

Welcome, and thank you for purchasing a Shodeen Homes, L.L.C. home. Here is a book on the care and maintenance of your home for your reference.

In an effort to make your move-in as easy and pleasant as possible, this book includes information on caring for your new home, as well as how to obtain service during your first year of home ownership. It would be in your best interest to **read this book carefully** and keep it in a handy place for easy reference.

We share in your pride of home ownership. We are confident that you will spend many happy years in your new Shodeen Homes, L.L.C. home.

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CARING FOR YOUR HOME

Your new Shodeen Homes, L.L.C. home should be considered a living, breathing, object. Composed mostly of wood - an organic building material - all of its inner components such as walls, foundations, ceilings, windows and doors are interrelated. Therefore, any change in a single component can affect the other parts. Your home's vital signs, such as extreme heat or cold and air or moisture flow, alter your home.

These changes may manifest themselves in possible shrinkage and expansion of your wood or drywall. The end result is a temporary condition such as sticking doors, squeaky floors, and minor drywall cracks.

Shodeen Homes, L.L.C. has attempted to minimize these conditions as much as possible. But because your house must breathe in order to balance pressures and allow for optimum heating and cooling, these conditions are unavoidable and are considered normal. Keeping your house at an even temperature year round may help to alleviate these problems.

I. EXTERIOR HOME MATERIALS

Exterior siding materials on your Shodeen Homes, L.L.C. home have been selected for both appearance and maintenance. Brick or stone may be found on the front, while siding has been used in other areas. All painted surfaces are covered with either heavy stains or paints. These painted surfaces will fade depending on the amount of exposure they experience. Cracking and peeling of paint are common occurrences. **To protect woods and finishes, you must paint your home periodically, as this is a homeowner maintenance item.**

Variations in wood grain may absorb the same stain differently. These differences cannot be controlled. It is characteristic of exterior wood, including trim, to display shrinkage, cracking, and wood knots. These variations somewhat discolor the paint, but are normal in any wood. Shrinkage of exterior caulking materials is normal as is cracking due to movement of materials. **Routine maintenance includes regular inspection of exterior caulking, and re-caulking as needed, as this is also a homeowner maintenance item.**

Brick, by its vary nature, is irregular in size and shape and may have small chips or surface cracks. This is as it should be and helps to create the texture of brickwork. In the bottom course of brick, you will notice that at regular intervals the vertical mortar has been omitted. These are "weep holes" to provide an exit for any moisture that may accumulate behind the masonry, and are normal.

II. GARAGE DOORS

Your garage door is mounted with rollers and torsion, or extension springs, for easy operation. The hardware requires periodic maintenance. To preserve the life of your garage door (especially Redwood), oil the lock mechanism, pulley and rollers occasionally. Tighten all bolts.

Garage door openers, when installed by the homeowner, void the warranty on the operation of the garage door by Shodeen Homes, L.L.C., the Manufacturer and the installer.

III. ASPHALT DRIVEWAYS

Asphalt is less susceptible to cracking than is concrete. Therefore your asphalt driveway will last a considerable time with proper care and maintenance. Some expansion cracks are unavoidable. Sharp objects such as bicycle kick stands, ladders or tire jacks will cause indentations especially in hot weather. Gas and oil spilled on asphalt will cause the material to soften and disintegrate. **Driveways are designed for normal auto traffic and will not support heavy trucks such as moving vans and delivery trucks, especially in your first season.** It is recommended that after the first winter, you seal your asphalt driveway for longer wear.

IV. GUTTERS AND DOWN SPOUTS

Gutters and down spouts should be kept free of limbs, leaves, toys or other obstructions. Cleaning your gutters and down spouts will keep them functioning properly and prevent leaks. Normal shrinkage will cause the need for caulking around vents and flues on the roof. Failure to perform this maintenance task may in time result in leaks.

Gutter extensions, drain tiles or splash blocks are recommended to prevent basement leaks and landscape erosion.

V. CONCRETE WALKS, PATIOS, STEPS AND DRIVEWAY APPROACHES

It is impossible for us to prevent cracking in concrete walks, drives, garage floors, basement floors, patios or steps, because of the nature of the material. There are two basic causes for these cracks. Some of the concrete in the ground maintains a fairly constant temperature, whereas the top portion of the concrete is subject to extreme temperature changes. Such changes cause concrete and other masonry products to expand and contract. This in time could cause minor cracks. Shodeen Homes, L.L.C. provides expansion and control joints in the concrete in an effort to minimize the cracking resulting from stress.

Severe frost heaving or settlement, and salt or chemicals used to melt snow and ice will also result in cracking and spalling. Changing temperatures may cause porch and patio posts to become loose, and patios and walks to lift. These changes may occur even though we have installed proper piers and rods for support. Shodeen Homes, L.L.C. assumes no responsibility for exterior concrete.

Driveways and approaches are designed for normal auto traffic and will not support the weight of heavy vehicle, such as moving or delivery vans.

VI. FOUNDATIONS

Due to natural movement of soil and other conditions, as well as to the natural shrinkage that takes place in concrete when it receives its final set, it is inevitable that minor cracks will appear in the foundation. The structural strength of the dwelling is not adversely affected in any way by such minor cracks and it is unnecessary to repair them. Shodeen Homes, L.L.C. does warrant concrete foundations against such minor cracks and it is

unnecessary to repair them. Shodeen Homes, L.L.C. does warrant against leakage or seepage through walls, floors or cracks which may develop during the warranty period.

VII. LIGHTING FIXTURES

The Manufacturers warrant the fixtures supplied by Shodeen Homes, L.L.C. to be free of defects, for a period of one year from the date of installation. For reasons stated below, this warranty does not extend to the finish on brass fixtures mounted outdoors. Most brass lighting fixtures are protected against the process of oxidation by a clear protective coating. Accumulations of dirt and other contaminants in the air accelerate the breakdown of this clear protective coating. Once this clear coating is penetrated, the point or area of penetration will begin to oxidize.

When brass oxidizes, it darkens in color. When an entire fixture darkens uniformly, it takes on the familiar appearance of aged or antique brass. However, if the coating is detached at a specific point, those points will oxidize and will result in a pitted appearance.

Although the finest materials are used to produce and protect the finish on brass fixtures, we have no control over the weather and atmospheric conditions which may exist in a geographic area. Therefore, we cannot warranty the finish on these brass fixtures once they are exposed to the elements.

VIII. LAWN MAINTENANCE

New landscaping enhances your home and neighborhood. This material is a living item that requires your care and attention to grow and thrive. Proper maintenance will help you accomplish this.

Water is the most important element required by plant material. Often natural rainfall will fulfill this need. However, for the first year or two after planting, additional watering is required. Plants should receive a thorough watering approximately once every week either by rain or hose from Spring to Fall. To water a newly planted shade tree with roots approximately 24 inches deep, it requires slow soaking for as much as 1 hour. Smaller plants with shallower roots do not require as much time, but they will also dry out faster. It is important to note that the soil should be allowed to dry between waterings, so the roots do not sit in a muddy pit continually and rot. More plants actually die from too much water, than a lack of it. Evergreens are especially susceptible to too much water. Failure to water sod properly may result in gapping or shrinkage which is not covered under warranty.

Fertilizer is not normally required for the survival of a plant. However, after the first month of growth, a good commercial fertilizer purchased at your local garden center or hardware store, may be applied in accordance with the directions on the package. A strong healthy tree is more resistant to drought, insect damage and disease.

Mulch consisting of shredded bark, peat moss, or other organic material, spread on the soil around the base of your plant material is beneficial. It will help keep weed growth down, and hold the moisture in the soil where the tree can use it. However, the practice of mounding the mulch up around the trunk is not recommended. This

permits rot, disease, and insect growth in the bark at the base of the tree. The depth of the mulch should be no more than 3" to 4" on the soil around the tree.

After initial establishment, an ongoing lawn maintenance program must be developed. Fertilizing should be performed in the spring and fall. Broad leaf herbicide should be applied once or twice a year. This is particularly important in seeded areas where airborne weed seeds often germinate along with grass.

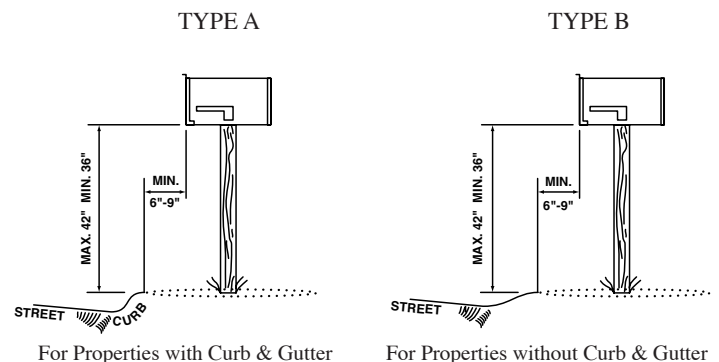
IX. YARD GRADING

Do NOT alter the grade of your lot at any time. If you do, the resulting consequences to you and your neighbor could be troublesome and expensive. Your individual lot grades are designed as part of the overall approved drainage plan for the entire development.

If you install patios or service walks, you should also make provisions to dispose of the additional spoils created by "cutting out" topsoil to frame and pour your concrete. If you install concrete after you close, and you need additional topsoil to fill around the edges, it is your responsibility to arrange to have this done, and bring your lot back to grade. We will not dispose of your material spoils or provide additional topsoil, once we have rough graded the topsoil on your lot.

X. MAILBOX INSTALLATION

The Public Works Department or Water Reclamation District receives calls from residents during winter months regarding damage to mailboxes during the snow plowing operation. After careful investigation, we have found the damage could have been prevented, had the mailbox been properly installed. Suggested types of installations include those illustrated below.



As the above diagrams indicate, mailboxes should be installed 42" above the ground with the face of the mailbox 6" behind the curb. Some mailboxes are installed so the post and not the face is 6" from the curb. If installed in that manner, the mailbox usually will protrude into the street and be in the path of a snowplow. This will allow the plows to clear the snow from curb to curb and ensure safe access for mail delivery. Every effort will be made to plow snow away from the mailboxes in cul-de-sacs. However, snow can accumulate around the mailboxes from the streets and driveways. Therefore residents are encouraged to maintain these areas.

To aid Ambulance, Fire and Police personnel in quickly locating a residence when responding to an emergency call, residents should put their number/address on both sides of the mailbox. Please note that any deviation from these requirements must be approved by the Post Office.

XI. WALLS

The interior walls of your home are constructed of drywall. Wood shrinkage or swelling cracks, nail pops and/or seams can appear during the drying out process of your home. This is normal. No attempt should be made to repair these occurrences in the drywall until your home has gone through the one year “drying out” period. After your warranty period, you may use spackle to fill in these areas. Spackle can be obtained at any hardware or builder’s supply store in either powder or paste form.

XII. PAINT

In order to touch up any areas in your home, you will be provided with the remaining interior paint and stain at the time of occupancy.

XIII. COUNTERTOPS

A. Laminate:

Your laminated countertops are heat resistant but not heatproof, heated pots that come off the stove are hotter than laminated countertops can stand. Placing pans or cigarettes directly on laminated countertops will cause burns. Use trivets or hot pads to protect the laminate.

Your laminated countertops are made of a very tough material which will not crack or chip under normal usage. Since the tops will scratch easily, it is recommended that you use a cutting board when cutting food. High gloss counter top laminates are especially susceptible to scratching.

To clean your counter, use a nonabrasive cleanser. Abrasives, in some cleansers, will damage the surface. The gloss on the countertops can be maintained by the use of wax.

B. Cultured Marble:

Use only mild liquid cleaning agents to clean cultured marble surfaces. Any good spray or paste wax will maintain the shine. Do not use any type of abrasives to clean cultured marble. Do not place cigarettes or other hot objects on cultured marble, as it burns or stains much like natural marble.

XIV. CABINETS

A. Wood:

The kitchen cabinets used in your home are factory finished and should be cared for much the same as fine wood furniture. Scratches which may develop can usually be taken care of with a scratch removing furniture polish. You may enhance and preserve the rich wood grain finish on your kitchen cabinets by applying a coat of paste wax occasionally.

B. Laminate:

To clean your laminate cabinets, use a damp cloth with a mild detergent. Grease spots can be eliminated with the use of a low-abrasion cleaner. Be advised that heavy abrasives will damage the cabinets.

XV. FIREPLACE HEARTH

Your fireplace hearth may be marble, ceramic tile or brick. Check the maintenance guidelines in the “Ceramic Floors” and “Marble Floors and Marble Hearths” sections for care of each type of material.

However, if your fireplace hearth is made of slate, be aware that slate is a fragile material. It can crack or chip quite easily. **In particular, you should avoid dropping heavy items onto the hearth or allowing vacuum cleaners to impact along the edges.**

To restore a glossy black finish to dull slate, it should be treated with a light coat of linseed oil twice a year. If the coat is too heavy it will take a long time to dry, and the oil will tend to coagulate and look blotchy.

For operating instructions on your new fireplace, review the fireplace information in the Manufacturers Warranties.

XVI. BRASS DOOR HARDWARE

Your home may have been supplied with brass door hardware. Brass hardware is produced under the highest quality control standards and manufacturing processes available. Brass trim is factory treated with a clear protective coating, electrostatically applied, to provide both beauty and durability.

Brass will, however, gradually tarnish and eventually take on an antique appearance. Atmospheric conditions, direct sunlight, caustic agents such as paints or sharp objects may cause the protective coating to deteriorate, exposing the natural brass and causing discoloration. Therefore, we cannot warranty the brass trim surface under normal wear and tear conditions. You can maintain the beauty of the metal by following these few simple steps.

Care for these products requires only periodic cleaning with mild nonabrasive soap and light buffing with a soft cloth. If peeling, spotting or discoloration occurs, you can restore the beauty of the metal by completely removing the remaining coating and hand polishing the item with a suitable brass polish. Applying a light coat of wax and buffing with a soft cloth, will renew and maintain the gloss of the brass surface. If discoloration reappears, repeat the cleaning, polishing and waxing process.

XVII. INTERIOR DOORS

During the winter season heating may change the moisture content of your wood doors, causing temporary warping. If your doors should stick or warp within the first year, **do not become alarmed, this is to be expected. If after the first heating and cooling season they remain warped or still stick, notify the Shodeen Homes, L.L.C. Customer Service Department in writing.**

Sliding glass doors lock from the inside. The bottom tracks must be kept clean so they will operate freely. Silicone spray is a good lubricant for these tracks.

XVIII. WINDOWS

The operating windows in your home are designed for ease in cleaning. In the winter, you may notice moisture on your windows, and/or skylights. This is a normal occurrence. The source of condensation is humidity or invisible water vapor which is present in all but the driest air. When this water vapor comes in contact with a surface that is below what is called the dew point temperature, the vapor becomes liquid and is called condensation. This process of changing water vapor to liquid occurs on bathroom mirrors and walls after someone takes a hot shower. It also can occur to windows during the winter if the inside air contains enough water vapor.

Due to the excess moisture which may already exist in your home, the use of a humidifier within the first year will void your warranty.

During the first year after construction, it is likely a house will have more condensation present because of the massive amount of moisture in the building materials used. Building materials need about one year to dry out so excessive condensation can be expected in the first heating season. Excess condensation must be wiped off with a towel to prevent rotting of wood windows.

XIX. VINYL FLOORING

Your new home may have been provided with resilient flooring also known as vinyl flooring. To maintain this flooring in top condition, certain precautions should be taken. If water from baths or showers are spilled on the floor, try to dry them as quickly as possible. Prolonged water seepage into the floor may cause the seams to lift.

Vinyl floors can be permanently damaged by sharp objects. Using casters will help protect your floors against damage which may be caused by sharp or small furniture legs. High heeled shoes may also puncture Vinyl flooring. It is recommended that you remove your high heels if you plan on walking or standing on vinyl floors.

It is recommended that you do not place a rubber backed rug/mat on your vinyl floor. This will cause yellowing to occur and does not fall within warranty standards.

If it becomes necessary to move a heavy appliance, you may want to place a drop cloth or blanket directly on the floor. A piece of plywood should be placed on top of the cloth to facilitate the movement of your appliance. This procedure will alleviate any puncture marks or depressions to your vinyl flooring.

To clean your floor, it is recommended that you use the manufacturer's recommended products designated for no-wax floors. By no means should caustic chemicals such as bleaches or cleansers be used.

XX. CARPETING

The primary living areas of your home may have carpeting. Carpeting comes in standard widths, thus, seaming is unavoidable. Every effort is made to limit the

number of seams and to locate them as unobtrusively as possible, nevertheless, seams can be noticed, especially when one is looking for them. Seams tend to show more readily in flat, even-pile carpeting than on a carpet with a longer nap.

The first three or four months your new carpet is installed, excess yarn will appear on the carpet surface, and be even more apparent in your vacuum cleaner bag. This is a normal occurrence and is no reason for concern. Usually within six months, this condition will dissipate to the point that it will no longer be noticeable.

Following these useful maintenance tips will help your carpet remain beautiful.

- A. Have your carpet professionally cleaned periodically. The frequency of cleaning depends on the type of yarn, the color of the carpeting, and the amount of dirt tracked in. Steam cleaning is hard on carpet and often results in the "heat set twist" coming out. Steam cleaning may cause permanent damage to the pile. Usually, conventional shampooing is less harsh and is recommended.
- B. When cleaning a soiled area do not rub the spot, but rather "blot" clean with warm water and detergent.

XXI. CERAMIC FLOORS

Your new home may include ceramic tile flooring. This product provides a durable floor covering. However, care should be taken to avoid dropping heavy objects on ceramic floors, since cracking or broken tiles can result. Hair line cracks may develop in the grouting between tiles due to normal settling. Also separation can occur between ceramic floor tiles and the bathtub for similar reasons. Both can be repaired by simply filling in the space with a grouting available at any hardware store. A clear silicon sealer can be used on grout lines of ceramic tile to sustain the original look of the grout.

XXII. WOOD FLOORS

It is the nature of finished wood flooring to be affected by changes in your home's relative humidity, resulting in expansion and shrinkage. Your wood floors should be cleaned per the manufacturer's recommendation. This information was supplied to you at your flooring selection session.

XXIII. MARBLE FLOORS AND MARBLE HEARTHES

Marble is limestone, a natural material that has been subjected to high pressure and heat which turns the crystalline structure of the rock into marble. As the marble develops under pressure, over hundreds of thousands of years, numerous veins, lines and variations occur. The result is the natural deep beauty characteristic of real marble. Marble is a fragile material that can be cracked or chipped, therefore, you should avoid dropping heavy items onto this surface, or running your vacuum up to the marble hearth.

A. Cleaning of Marble

1. Using a soft cloth and warm water, wipe the marble to eliminate surface dirt and dust.
2. Any spills should be wiped up immediately. Alcoholic beverages, soft drinks and citrus drinks contain acids and will etch and dull the polished surface.
3. Do not use scouring powders, strong detergents or corrosives to clean marble. This will damage the surface.
4. Water spots should be cleaned with a neutral soap diluted in warm water followed by a thorough rinse with clean water. Marble poultice mixtures, sealers, polishes and cleaners are available at many hardware stores and marble shops. Read and follow the manufacturer's directions. Marble will remain beautiful for many years, if treated properly.

B. Removal of Stains

To remove oil stains, make a mixture of molding plaster and water to the consistency of toothpaste. Apply the mixture to the stained area, make a "Birds Nest" of the mixture. Allow this to dry then fill it with mineral spirits, and let stand for three hours. After this time, absorb the mineral spirits with a towel. Using a wooden scraper, remove the hardened material. Wash and rinse with clean warm water and repeat if necessary.

To remove non-oil stains, wearing rubber gloves, mix molding plaster and bleach to a toothpaste consistency. Spread the paste 1/4" thick over the stain and allow to stand for approximately 30 minutes. Remove the paste with a wooden scraper and wash the surface with clean warm water. A series of these treatments may be required for stubborn stain removal.

It is recommended that you do not add any type of bleach tablets to your toilet tank or bowl. The chemicals in these tablets will deteriorate parts in your toilet causing it to run. Using these tablets will void your warranty.

DON'T BE ALARMED BY FLOOR SQUEAKS

Floor squeaks and loose sub-flooring are often temporary conditions common to new construction and a squeak proof floor cannot be guaranteed.

The presence of floor squeaks and loose subfloors can be attributed to changing climactic conditions such as temperature and humidity.

During periods of cold, dry weather, the sub-flooring material may slightly shrink forming a small gap between the individual sections that rub against each other. During periods of warm humid weather, the joints are normally tight and bind against each other. Therefore your floor will not squeak.

XXIV. PLUMBING

A. Fresh Water & Waste Water Systems

Most problems with water and sewer lines can be avoided by not placing large objects into drain lines. Care should be taken to avoid disposal of sanitary napkins, disposable diapers and other such material into plumbing fixtures, in order to minimize the possibility of clogging. It is best to try a household plunger before calling a plumber.

When using your garbage disposal, a good rule to remember is always use a generous amount of water to help keep the sink drain open. If a utensil gets caught in the disposal mechanism, turn off the garbage disposal immediately.

All faucets have individual shut-off valves and a main shut-off valve. At the time of your Final Walk-Through, these will be pointed out to you. It is a good idea to familiarize yourself with their location in case you have to repair a leak.

B. Water Heater

The hot water heater installed in the dwelling is covered by a manufacturer's warranty, a copy of which has been supplied to you, and the hot water heater is accordingly not covered by this warranty.

Your water heater has a pressure relief valve to relieve excess pressure in the tank due to water pressure, or high water temperature. When the relief valve is operating it may appear that the tank is leaking. Actually, it may be merely releasing excess pressure. Water heaters normally collect a small amount of dirt and scale in the bottom of the water tank, and should be flushed out every six months using the hose connection at the bottom of the tank. Instructions on how to restart the water heater will be shown to you at the time of your Final Walk-Through.

C. Whirlpool Tubs

Before turning on the jets in your whirlpool tub, fill the tub with water at a level higher than the jets, and make sure the jets are pointing downward. It is also recommended to run the tub jets at least once a month to help keep the jets clear.

D. Outside Faucets

The outside faucets installed in your house are freeze-proof. However, if a hose is left connected during freezing weather, or if the pitch is altered, an abnormal situation will be created which can damage the faucet. The presence of the above conditions will negate this warranty as it applies to the outside faucet and any damage resulting to pipes.

E. Sump Pump

The sump pump is covered by a manufacturer's warranty, a copy of which has been supplied to you, but it is necessary that the sump pump and the sump pump pit be kept clean. This warranty does not cover defects caused by dirt or debris allowed to accumulate in the sump pump well.

XXV. ELECTRICAL

The wiring in your home will accommodate a number of electrical appliances. Your electrical wiring and appliances are protected by circuit breakers located in the main panel box. Circuit breakers eliminate the problems of replacing fuses. The breaker is normally in the “on” position. Ordinarily, small appliances may be added without fear of overloading a circuit. However, large appliances or many small appliances may cause tripping of the circuit.

Other causes of circuit tripping are worn out cords or defective plug connections. On the other hand, your circuits may trip because of the defects within the appliances themselves. If after resetting the circuit breaker you experience repeat tripping, you should immediately attempt to locate the cause and correct it.

If the outlets have no power, check the switch in the room that controls the outlet. One outlet in each room is operated by a wall switch. If this does not work, check for a burned out light bulb in the fixture. If the trouble is not found there, then check the circuit breaker and reset any tripped switches.

If appliances such as your garbage disposal, dishwasher, or whirlpool tub do not operate, check the circuit breaker. Also check the reset button on the garbage disposal.

XXVI. ELECTRICAL PROBLEM SOLVING

In an effort to avoid any “emergency scares” to you and unnecessary service calls to us, we have compiled the following checklist to be followed in determining the nature of electrical problems and whether or not they are of an emergency nature. The following list reviews our most common “false emergency” calls, and items to check before reporting them.

A. Lights Not Working

1. A tripped circuit breaker.
2. A burned out bulb, or loose bulb.
3. An additional switch to a fixture is not on, or is in a 3, or 4 way switch.

B. Receptacles (Outlets) Not Working

1. A tripped circuit breaker.
2. A wall switch operates same outlet and is turned off.
3. Push reset button on Ground Fault Interrupter (G.F.I.).

C. Appliances Not Working

1. Appliance is unplugged.
2. A reset button has tripped (such as on a disposal).
3. Circuit breaker is off.

D. Dishwasher Not Working

1. Circuit breaker off. If breaker is on and dishwasher does not work, the problem is probably electrical.
2. If the dishwasher functions partially, it is probably due to a faulty appliance and the appliance supplier should be notified.

E. No Power To Entire House

1. Check with neighbors that are supplied with power from the same transformer or power pole as your house. If neighbors are also having problems, most likely it is caused by the local utility power company. However, if yours is the only problem, check your main breaker and if that is not tripped, report this to our office.
2. Circuit breakers may appear to be in an “on” position, however, when the breaker trips, it sometimes does not go completely over to the “off” position. When checking breakers, turn the breaker in question completely off and then on again.

XXVII. SMOKE DETECTORS

We have installed smoke detectors in your new Shodeen Homes, L.L.C. home on each floor. They are connected directly to the electrical system so when one sounds, all will sound. They may be reset by turning the breaker off that feeds power to them.

If a smoke detector malfunctions, it should be disconnected by twisting the alarm from the base plate and unplugging it. It should then be completely vacuumed and cleaned. Dust across a contact may cause a false alarm. The alarm should then be reinstalled. If it again malfunctions, disconnect and contact the electric contractor.

XXVIII. HEATING, VENTILATION AND AIR CONDITIONING

Your new home has a furnace and may include a central air conditioning system. If problems arise with either your furnace or your central air conditioning system, check the following points before calling for service.

- A. If the furnace is not operating, check your circuit breaker. It may need to be reset. Then check the electric switch that controls the furnace. This will be identified during your Final Walk-Through.
- B. If your furnace is not working, look at the indicator light in the small window on the furnace door and note what you see. Then you should turn the power switch for the furnace off, wait 10 seconds and turn back on, this will reset any incidental faults and the furnace should restart. If not please call for service.
- C. All registers and dampers are adjustable. During different seasons you can adjust the vents to your personal needs to balance the air flow in the house. A demonstration of these registers and dampers will take place during your Final Walk-Through.
- D. In many instances, insufficient heat is caused by dirty air filters located on the side of or inside your furnace. These filters should be replaced quarterly, and more frequently when you first move in.
- E. The furnace burner will automatically turn on if the room temperature drops below the setting of the thermostat. Contrary to common belief, setting heating controls high does not make a furnace heat faster.

- F. If your air conditioning does not work, the circuit breaker may have tripped. This condition is usually due to an electrical storm, or a thermostat that has been adjusted too quickly. Occasionally a breaker will trip if there is grass, weeds, or even a piece of paper too close to the outside compressor. To prevent this, keep the exterior of the compressor free from shrubbery and other debris.
- G. If the fan and compressor outside are both running, but the unit is not cooling, the air conditioner service company should be notified.
- H. If your air conditioning was installed during the late fall or winter months, it is suggested that in the spring when the temperature reaches above 70 degrees that you run your air conditioner to check for proper cooling. Be sure your thermostat is set properly and the circuit breaker is on.

If you have any questions in regards to your home or the extent of your warranty, please consult your “Warranty Manual”, “Care and Maintenance Manual” or contact our Customer Service Department.

Thank you for purchasing a Shodeen Homes, L.L.C. home! We hope that you enjoy many happy years in your new home!

XXIX. FOLLOWING IS A LIST OF POSSIBLE EMERGENCY SERVICE PROBLEMS THAT WOULD REQUIRE OUR IMMEDIATE ATTENTION:

- A. Plumbing leak which requires the water in the entire home to be shut off.
- B. Total loss of heat when the outside temperature is equal to or below 45 degrees Fahrenheit.
- C. Total loss of air conditioning when the outside temperature is equal to or above 90 degrees Fahrenheit.
- D. Basement flooding due to sump pump failure.
- E. Internal electrical problem requiring power to the house to be shut off.
- F. Loss of power not due to Com-Ed/City Electric shut down.
- G. Gas smell or leak. Call Northern Illinois Gas in order to determine source of leak.
- H. Frozen pipes.
- I. Major roof leaks. Protect the affected area until repairs are made.
- J. Total stoppage of sewer system. No toilets operating.

WARRANTY SPECIFICATIONS AND DEFINITIONS

This is the “SHODEEN HOMES, L.L.C. Warranty” referred to in the Home Purchase Agreement you entered into with SHODEEN HOMES, L.L.C.. By executing the “Acknowledgment of Receipt of Warranty” in the form attached to this document, you acknowledge that you understand and agree to be bound by its terms. Throughout this Limited Warranty, hereinafter referred to simply as the **LIMITED WARRANTY**, the words “**YOU**” and “**YOUR**” refer to the **HOMEOWNER**. The words “**WE**,” “**US**,” and “**OUR**” refer to SHODEEN HOMES, L.L.C.. The other words and phrases that appear in boldface uppercase type also have special meanings which are explained in the following “Definitions” section.

I. DEFINITIONS

- A. **COMMON ELEMENTS** means the “Common Elements” as defined in the Declaration of Condominium relating to the **HOME**, if the **HOME** is a condominium unit.
- B. **CONSEQUENTIAL DAMAGES** means any loss or injury other than the actual cost to correct **DEFECTS**. **CONSEQUENTIAL DAMAGES** shall include, but not be limited to costs of shelter, transportation, food, moving and storage; other incidental expenses related to inconvenience or relocation during repairs to a **HOME**.
- C. **CONSUMER PRODUCT** means any appliance, item of equipment, or other item in the **HOME** which is a “Consumer Product”. The following are examples of **CONSUMER PRODUCTS**, although other items in the **HOME** may be **CONSUMER PRODUCTS**: Refrigerator, trash compactor, range, dishwasher, garbage disposal, water heater, clothes washer and dryer, and thermostat.
- D. **DEFECT(S)** means deficiencies in workmanship or materials used in constructing the **HOME**, which deficiencies fail to conform with the standards and tolerances set out in the **PERFORMANCE STANDARDS**. **OUR** failure to complete construction of the **HOME** or any portion of the **HOME**, in whole or in part, shall not constitute a **DEFECT**.
- E. **DEFLECTION** means the difference in elevation of high and low points along a diagonal, horizontal, or vertical plane caused by stress induced deformation of a load bearing member. **DEFLECTION** is measured from any two end points and a third reference point. The reference point may be located at any distance between the two end points.
- F. **EMERGENCY SITUATION** means an event or condition which creates imminent potential for damage to the **HOME** or the **COMMON ELEMENTS** related thereto, or creates an unsafe living condition due to **DEFECTS** that become evident to **YOU** at a time other than **OUR** normal business hours and where **YOU** could not reasonably obtain **OUR** prior written approval to take corrective measures.
- G. **PERFORMANCE STANDARDS** means those standards and tolerances for materials and workmanship incorporated into this **LIMITED WARRANTY**.
- H. **POLLUTANTS** shall mean any solid, liquid, gaseous, or thermal irritant or contaminant, including petroleum products, radon gas, smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste; waste shall include, without limitation, materials to be recycled, reconditioned, or reclaimed.
- I. **SHODEEN** will refer to a home built by Shodeen Homes, L.L.C.
- J. **WARRANTY DATE** means, with respect to any **HOME**, the date on which title to the **HOME** is transferred by **US** to **YOU**. The **WARRANTY DATE** for **COMMON ELEMENTS** corresponding to a particular **HOME** may be earlier than the **WARRANTY DATE** applicable to that **HOME**. The **WARRANTY DATE** for **COMMON ELEMENTS** will be the same as the **WARRANTY DATE** for the first **HOME** to transfer title in the particular multi-unit residential structure containing the **COMMON ELEMENT**. **YOU** should contact **YOUR** condominium association to determine the date on which coverage begins for **YOUR COMMON ELEMENT**.
- K. **VISIBLE SURFACE DEFECTS** means visible surface defects that are serious defects in finished surfaces, evident upon superficial examination. Examples are chipped, scratched, cracked or broken windows, mirrors or shower doors; chipped or scratched appliances, bathtubs or washbowls; scratched gouged or scuffed flooring; stained or dirty carpeting; stained, scratched, gouged or dented walls, ceilings, doors or trim. Visible surface defects present upon inspection are covered by this warranty provided they are noted on the inspection list. Visible surface defects not noted on the inspection list are deemed to have occurred after transfer of title and are not covered by this warranty.

II. SCOPE AND TERM OF WARRANTY

The term of this **LIMITED WARRANTY** expires one (1) year following the date of **OUR** transfer of the **HOME** (along with any **COMMON ELEMENTS** related thereto) to **YOU** unless otherwise noted in the **PERFORMANCE STANDARDS**. **WE** hereby warrant that, during the term hereof, the construction of **YOUR HOME** (along with any **COMMON ELEMENTS** related thereto) will conform to the applicable **PERFORMANCE STANDARDS**. Written notice of an alleged **DEFECT** under this **LIMITED WARRANTY** must be postmarked or received by **US** within ten (10) days after the expiration date of the coverage in order to be eligible thereunder.

Any disputes which may arise from or relate to this **LIMITED WARRANTY** will be resolved by binding arbitration, in the manner described in “Requesting Warranty Performance Under This Limited Warranty” below.

If **YOU** discover a **DEFECT** during the period covered by this **LIMITED WARRANTY**, **WE**, or another third party designated by **US**, will repair, or replace the **DEFECT** within a reasonable time after **OUR** inspection or testing confirms the **DEFECT**. The choice among repair or replacement is solely **OURS**.

Please note: **YOU** must inform **US** of complaints under this **LIMITED WARRANTY** in writing. Complaints communicated only by telephone or in face-to-face discussions will not protect **YOUR** rights under this **LIMITED WARRANTY**.

OUR repair of any **DEFECT** under this **LIMITED WARRANTY** shall include repair and cosmetic corrections

WARRANTY SPECIFICATIONS AND DEFINITIONS

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on only those surfaces, finishes, and coverings original with the **HOME**, which require removal and replacement in order to repair the **DEFECT** or to repair other damage to the **HOME**, as originally constructed, directly attributable to the **DEFECT**. **OUR** repair under this **LIMITED WARRANTY** will restore damaged components of the **HOME**, original with the **HOME**, to a condition approximating the condition prior to the **DEFECT**, but not necessarily to a like new condition, such repair, when undertaken by **US**, will be performed utilizing materials of like kind, when possible, and quality to those original with the **HOME**.

OUR repair of surfaces, finishes, and coverings shall be done as to achieve as close a match with the original surrounding surfaces, finishes, and coverings, but due to fading, aging, or unavailability of matching materials, **WE** cannot warrant an exact match with surrounding areas. **OUR** repair obligation under this **LIMITED WARRANTY** does not require the refinishing of all interior or exterior surfaces unless damaged by the **DEFECT**.

This **LIMITED WARRANTY** shall not be considered breached by the existence of a **DEFECT**, but rather is only breached by our failure to correct a **DEFECT** in accordance with the terms and conditions of this **LIMITED WARRANTY**.

III. WHAT IS NOT COVERED BY THIS WARRANTY **OUR LIMITED WARRANTY DOES NOT COVER:**

- A. any damage to personal property, such as visible surface defects not noted on the inspection list. These defects are deemed to have occurred after transfer of title, and are NOT covered by this warranty;
- B. any **SECONDARY DAMAGES** or **CONSEQUENTIAL DAMAGES**;
- C. any **DEFECTS** caused by, contributed to, aggravated by, or resulting, in whole or in part, from:
 - (1) changes of the grading of the ground by anyone other than **US** or **OUR** employees, agents, or subcontractors;
 - (2) changes or alterations made to a **HOME** by anyone after the **WARRANTY DATE**, except those performed by **US** or **OUR** employees, agents, or subcontractors, under our discretion;
 - (3) any deficiency in materials or work supplied by anyone other than **US** or **OUR** employees, agents, or subcontractors;
 - (4) negligence, improper maintenance, or improper use of a **HOME** by anyone; or
 - (5) dampness or condensation due to **YOUR** failure to maintain adequate ventilation.
- D. any **DEFECTS** caused by, contributed to, aggravated by, or resulting, in whole or in part, from:
 - (1) fire;
 - (2) explosion;
 - (3) smoke;
 - (4) water escape;
 - (5) falling objects;
 - (6) aircraft;
 - (7) vehicles;
 - (8) Acts of God;
 - (9) lightning;
 - (10) hail;
 - (11) floods;
 - (12) wind driven water;
 - (13) insects, rodents or vermin; or
 - (14) moisture, rot, corrosion, rust or mildew.
- E. any **DEFECTS** caused by, contributed to, aggravated by, or resulting in whole or in part, from any earth movement including, but not limited to:
 - (1) earthquake, landslide or mud slide;
 - (2) mine subsidence, sinkholes, or changes in the level of the underground water table not reasonably foreseeable at the time of construction; or
 - (3) any volcanic eruption or effusion.
- F. any **DEFECTS** caused by, contributed to, aggravated by, or resulting, in whole or in part, from wind, including, but not limited to:
 - (1) hurricanes;
 - (2) tornadoes;
 - (3) tropical storms;
 - (4) gale force winds over 55 MPH; or
 - (5) micro burst.
- G. any costs or expenses arising from, or any **DEFECTS** caused by, contributed to, aggravated by, or resulting, in whole or in part, from:
 - (1) the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, or escape of **POLLUTANTS**, including, without limitation, any liability arising from uninhabitableness or health risk attributable to **POLLUTANTS**, contaminants, or irritants (including, without limitation, the presence or consequence of radon gas or formaldehyde) or attributable to the presence of or proximity to hazardous or toxic materials; or
 - (2) any governmental direction or request to test for, monitor, clean-up, remove, contain, treat, detoxify, or neutralize **POLLUTANTS**.
- H. any **DEFECTS** that become apparent after the **HOME** is no longer used primarily as a residence;
- I. any **DEFECTS** caused by, contributed to, aggravated by, or resulting, in whole or in part, from, abnormal loading on floors which exceeds design loads;
- J. any damage to **CONSUMER PRODUCTS**;
- K. any **DEFECTS** which **YOU** have not taken timely action to minimize after obtaining **OUR** written approval to take corrective measures;
- L. any **DEFECTS** covered by any other express warranty or insurance coverage **YOU** may have;
- M. any nonconformity with local building code requirements which has not resulted in a **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 **DEFECT**. In such instance, **YOUR** recourse is under the building code and other applicable laws and not under this **LIMITED WARRANTY**. This exclusion in no way mitigates or relieves **US** of **OUR** obligation to build in accordance with applicable building codes.

WARRANTY SPECIFICATIONS AND DEFINITIONS

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N. **OUR LIMITED WARRANTY** does not cover any loss or damage as a result of any **DEFECTS** which would not have occurred in the absence of one or more of the events or conditions listed in this warranty. Our **Limited Warranty** does not cover any such loss or damage regardless of:

- (1) the cause of the excluded event or condition; or
- (2) other causes of the loss or damage; or
- (3) whether other causes acted concurrently or in any sequence with the excluded event or condition to produce the loss or damage.

O. **OUR LIMITED WARRANTY** does not cover

- (1) defects caused by misuse, accidents, negligent maintenance, normal wear and tear, casualties due to the elements;
- (2) normal seasonal maintenance and other maintenance items;
- (3) defects covered by manufacturer's or other warranties;
- (4) the results of inherent characteristics of materials or products used.

IV. REQUESTING WARRANTY PERFORMANCE UNDER THIS LIMITED WARRANTY

A. **YOUR DUTIES UNDER THIS LIMITED WARRANTY:**

If **YOU** believe that **YOUR HOME** contains a **DEFECT**, **YOU** must advise **US** by written notice. **YOU** must send **YOUR** written notice no later than ten (10) days after the warranty on the **DEFECT** terminates. If such notice is not postmarked or received by **US** by that deadline, **WE** shall have no obligation to remedy the **DEFECT**. Any notice involving a claimed **DEFECT** in a **COMMON ELEMENT** may only be made by a representative designated by the condominium association to file such notice.

YOU must cooperate with **US** and **OUR** employees, agents, and subcontractors in every effort to investigate **DEFECTS** including, without limitation, granting the right of reasonable access to **YOUR HOME** to monitor, investigate, or correct **DEFECTS**, upon reasonable notification to **YOU**. In the event **YOU** withhold access to **YOUR HOME** from **US**, **We** shall have no obligation to remedy **DEFECTS**.

Except at **YOUR** own cost, **YOU** will not voluntarily make any payment or assume any obligation or incur any expense for the correction of items which **YOU** believe to be covered by this **LIMITED WARRANTY** without **OUR** prior written approval. In the event of an **EMERGENCY SITUATION (refer to definition)** approval is granted to **YOU** to make reasonable repairs, temporary or permanent, provided such repairs are confined solely to the protection of the **HOME** from further damage and that **YOU** shall notify **US** as soon as possible, but no later than three (3) days after the repairs are undertaken, and provided further that **YOU** shall keep an accurate record of such repair expenditures.

V. GENERAL CONDITIONS

A. **LIMIT OF OUR LIABILITY**

OUR liability under this **LIMITED WARRANTY** shall not exceed the purchase price **YOU** paid for the **HOME**. That amount is the most **WE** will expend or pay for all **DEFECTS** regardless of the number of warranty claims made. **YOU** must sign a full release of all legal obligations with respect to the **DEFECTS** when **WE** have finished correcting or replacing the **DEFECTS**.

B. **INDEPENDENCE FROM THE CONTRACT OF SALE**

OUR LIMITED WARRANTY IS GIVEN AND ACCEPTED IN LIEU OF ALL OTHER WARRANTIES OR GUARANTIES, WHETHER EXPRESSED OR IMPLIED BY LAW, WRITTEN OR ORAL, AND SPECIFICALLY EXCLUDES AND DISCLAIMS THE WARRANTY OF HABITABILITY. THIS EXPRESS WARRANTY DOES NOT EXTEND TO INCIDENTAL NOR CONSEQUENTIAL DAMAGES NOR INJURIES INCLUDING, BUT NOT LIMITED TO, LOSS OF USAGE, INCONVENIENCE, OR DAMAGE TO PERSONS OR PROPERTY.

This **LIMITED WARRANTY** is independent of the contract between **YOU** and **US** for the construction of the **HOME** and/or its sale to **YOU** except as to agreements in such construction and/or sales contracts to resolve disputes under the **LIMITED WARRANTY** through binding arbitration. Contract disputes which are not **LIMITED WARRANTY** disputes are not eligible for arbitration under this **LIMITED WARRANTY**. Nothing contained in the construction and/or sales contract between **YOU** and **US** can restrict or override the provisions of this **LIMITED WARRANTY**.

C. **ASSIGNMENT OF MANUFACTURERS WARRANTIES**

WE hereby assign to **YOU** the manufacturers' warranties on all appliances and equipment installed in **YOUR HOME**. **YOU** should follow the procedure set forth in the applicable manufacturer's warranty should any appliance or item of equipment malfunction. **OUR** obligation under this **LIMITED WARRANTY** as to any appliances and equipment installed by **US** in **YOUR HOME** is limited to the workmanlike installation of such appliances and equipment, and further only applies where such appliances and equipment are not **CONSUMER PRODUCTS**.

D. **GENERAL PROVISIONS**

- (1) Should any provision of this **LIMITED WARRANTY** be deemed unenforceable by a court of competent jurisdiction, that determination will not affect the enforceability of the remaining provisions.
- (2) Use of one gender in this **LIMITED WARRANTY** includes all other genders, and the use of the plural includes the singular, as may be appropriate.

WARRANTY SPECIFICATIONS AND DEFINITIONS

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- (3) This **LIMITED WARRANTY** is to be considered in accordance with the laws of the state in which the **HOME** is located except insofar as its construction is governed by the United States Arbitration Act.

VI. OTHER WARRANTIES OR INSURANCE

In the event that **WE** repair, or replace, a **DEFECT** covered by this **LIMITED WARRANTY** which repair or replacement **is** covered by other warranties or insurance **YOU** may have, **YOU** must, upon **OUR** request, assign the proceeds of such warranties or insurance, or **YOUR** rights under such warranties or insurance to **US** to the extent of **OUR** cost of such repair or replacement.

PERFORMANCE STANDARDS

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<u>Type of Material or area of Your Home</u>	<u>Specific Item or Work</u>	<u>Problem or Condition</u>	<u>Covered</u>	<u>Building Standard or Our Responsibility</u>	<u>Your Responsibility</u>
A. Site work	1. Site grading	a. Settling of ground around foundation, utility trenches or other filled areas interferes with water draining away from the home	YES	WE will fill settled areas which affect the proper drainage. WE will do this only during the first year.	Remove & replace shrubs, sod or other landscaping affected by settling during the first year.
		b. Improper drainage of the site	YES	WE will establish the proper grades and swales (sloped low areas) for water to properly drain away from the HOME. Water will not stand or pond within 10 feet of the home for extended periods after a rain (usually not more than 24 hours). For swales which drain other areas or where sump pumps discharge, a longer time is not unusual (48 hours). It is normal for water to stand after a heavy rainfall. Grading or pending determinations will not be made while there is frost or snow on the ground, or while the ground is saturated or frozen.	Maintain the grades and swales after they have been properly established by US. Insure established drainage patterns are not impeded by landscaping, decking, patios, pools, driveways, walls, etc. which YOU install. Do not change the grade of the soil away from the foundation by building planters, raised beds, or other blocking construction. Damages caused by changes in drainage and grading are not covered.
	2. Trees & shrubs	Trees or shrubs die	NO		Water and care for trees and shrubs per landscaper's recommendations, including public parkway area.
		*Inventory and model homes	NO		
B. Concrete	1. Cast-in-place concrete	a. Cracks in basement foundation walls	YES	Cracks are not unusual in concrete foundation walls. If a repair is required due to leakage, dampness or condensation a repair by injection method will be performed and warranted for five years from the original date of closing. A repair will not affect or change the aforementioned five year waterproofing warranty.	These items are normal with the shrinkage of concrete. WE assume no responsibility for secondary damage.
			YES		
		b. Cracks in basement floors, stoops, porches and patios	YES	Minor cracks in concrete are normal. WE will repair cracks more than 1/4" wide or 3/16" in vertical displacement.	These items are normal with the shrinkage of concrete.
		c. Cracks in slab in attached garage		WE will repair cracks in garage slabs more than 1/4" wide or 1/4" in vertical displacement.	

*This warranty is based on any product installation date being under one year. Any item under the product installation date will be reviewed and warranted in a case by case basis.

PERFORMANCE STANDARDS

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<u>Type of Material or area of Your Home</u>	<u>Specific Item or Work</u>	<u>Problem or Condition</u>	<u>Covered</u>	<u>Building Standard or Our Responsibility</u>	<u>Your Responsibility</u>
B. Concrete (continued)	1. Cast-in-place concrete (continued)	d. Uneven concrete floors or slabs	YES	Concrete floors in rooms designed for habitability (as living space) will not have pits, depressions, or raised surfaces greater than 1/4" in 30". WE will repair these defects.	
		e. Cracks in concrete slab on grade	YES	WE will repair cracks which rupture the finished flooring material, that was installed by US so the cracks are not readily apparent when the finished flooring material is in place.	
		f. Topical staining on drives, walls and patios	NO	WE cannot be responsible for topical staining or discoloration from outside influences.	Maintain your concrete according to specifications.
	2. Concrete flaking, chipping of ALL concrete surfaces	a. Pitting, scaling or spalling, flaking, chipping of ALL concrete surfaces	NO	It is normal for some pitting, scaling or spalling (flaking, chipping) of concrete surfaces to occur. WE cannot assume responsibility for these conditions.	Avoid damaging concrete with salt, chemicals, mechanical equipment, etc.
		b. Settling, heaving or separating stoops, steps or garage floor	YES	Stoops, steps or garage floors will settle, heave or separate. WE will repair defects which separate more than 1" from the home. WE will not be responsible for an exact color match of the repair to the existing concrete.	
		c. Standing water on stoops	YES	Water should drain from outdoor stoops and steps. However, it is normal for small amounts of water to stand on stoops for a short period after it rains. WE will correct any improper drainage. If water holding more than 1/2".	
		*Inventory and model homes	YES		
C. Steel Products in unfinished areas		Rust on metal components such as beams, columns, basement windows and handrails	NO	It is normal for metal components to rust in damp areas.	Maintenance of metal materials is YOUR responsibility.
D. Masonry		a. Cracks in masonry or veneer walls	YES	Cracks up to 3/8" wide due to shrinkage are common in mortar joints in masonry construction. WE will repair cracks more than 3/8" wide. WE will not be responsible for an exact color match of the old and new mortar.	
		*Inventory and model homes	YES		

*This warranty is based on any product installation date being under one year. Any item under the product installation date will be reviewed and warranted in a case by case basis.

PERFORMANCE STANDARDS

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<u>Type of Material or area of Your Home</u>	<u>Specific Item or Work</u>	<u>Problem or Condition</u>	<u>Covered</u>	<u>Building Standard or Our Responsibility</u>	<u>Your Responsibility</u>
D. Masonry (continued)		b. Water visible in fireplace from flue *Inventory and model homes	NO NO	With a driving/blowing rain it is unavoidable for water to protrude, however it will be inspected and repaired on a case by case basis.	All caulking is checked from masonry to siding as seasons change due to possible shrinkage.
E. Wood & Synthetic surfaces	1. Rough carpentry	a. Squeaking floors or subfloors that appear loose	YES	These conditions are often temporary in new homes. WE will correct these conditions after 11 months if they are caused by underlying defects in construction. A squeak proof floor cannot be guaranteed.	Remove any furniture or draperies or other obstructions from the area requiring repairs.
		b. Uneven wood floors *Inventory and model homes	YES YES	WE will repair any floors that have more than 1/4" ridge or depression within 4 feet.	Remove any furniture or draperies or other obstructions from the area requiring repairs.
		c. Bowed walls or other interior exposed surfaces *Inventory and model homes	YES YES	All interior and exterior walls have slight variances on their finished surfaces. WE will repair any walls which bow more than 1/4" within a 32" measurement.	
		d. Out-of-plumb walls *Inventory and model homes	YES NO	WE will repair any walls that are more than 1/4" out- of-plumb any 30" vertical measurement.	
		e. Deflection/bouncy floors	NO	Deflection is engineered into every home. WE will meet all industry standards. Unusual or extreme deflection issues will be investigated.	
	2. Kitchen cabinets	a. Warped kitchen cabinet door *Inventory and model homes	YES YES	WE will repair any doors or drawer fronts that are warped more than 1/2". This condition is measured by closing the drawer or door and measuring from the face frame to the point of further most warpage. WE are not responsible for an exact color match of cabinet finishes. WE will repair warped cabinet doors one time only.	Remove all objects from drawer of cabinet.

*This warranty is based on any product installation date being under one year. Any item under the product installation date will be reviewed and warranted in a case by case basis.

PERFORMANCE STANDARDS

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<u>Type of Material or area of Your Home</u>	<u>Specific Item or Work</u>	<u>Problem or Condition</u>	<u>Covered</u>	<u>Building Standard or Our Responsibility</u>	<u>Your Responsibility</u>
E. Wood & Synthetic surfaces (continued)	2. Kitchen cabinets (continued)	b. Gaps between cabinets, or between the cabinets, ceiling or walls	YES	WE will correct any gap that is more than 1/4" wide by installing cabinet matched scribe/shoe.	Evenly distribute weight without overloading.
		*Inventory and model homes	YES		
	3. Countertops/ Marble, Corian or Granite	a. Separation from wall	YES	WE will repair any separation that is more than 1/8" wide by caulking. WE will repair only one time during the warranty.	Remove all objects from surface of countertop. Keep countertop dry. Future caulking is YOUR responsibility.
		b. Delamination	YES	WE will repair delaminated coverings of countertops in the areas which are not located on or near countertop seams.	Remove all objects from area.
		*Inventory and model homes	NO		
		c. Raising of seams	NO	WE will not repair raising countertop seams caused by excessive water left on countertop. WE have no responsibility regarding raised countertop seams.	Keep countertop dry and free of standing water.
	4. Interior finish carpentry (trim inside the HOME)	Trim/molding has open joints between pieces of trim	YES	WE will repair open joints in moldings or between moldings and surfaces. If the gaps are more than 1/8" wide. Caulking is an acceptable method.	
		*Inventory and model homes	YES		
	5. Exterior finish carpentry (wood siding, or masonry trim on the outside of the HOME)	Trim has open joints between pieces of trim, including siding and masonry	YES	WE will repair any open joints that are more than 1/4" wide or which do not keep out the elements. WE will not be responsible for an exact color match or the repair.	Maintain exterior finish by caulking and painting regularly; seasonal variations will cause the caulk to shrink.
		*Inventory and model homes	YES		
	6. Exterior decks front post & rails and all related	Lumber becomes split, bows or twists	NO	WE will replace only deck material which affects the structural integrity of the deck. Splitting, bowing or twisting is a natural characteristic of wood when exposed to the elements. WE cannot control the appearance of this material.	Maintain proper sealant and securing seasonally. Yearly maintenance of caulk and sealant or paint will be needed.
F. Thermal and moisture protecting materials	1. Waterproofing	Leaks in basement	YES	Dampness on the walls or floors in the basement is not a defect. All leaking cracks will be epoxied for a period of 5 years. WE will repair damaged finished basements only if constructed by Shodeen Homes during the original construction period.	Maintain proper grades and drainage around the home and landscape properly to avoid water problems in the home. Direct gutter spouts away from the home or use gutter splash back.

*This warranty is based on any product installation date being under one year. Any item under the product installation date will be reviewed and warranted in a case by case basis.

PERFORMANCE STANDARDS

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<u>Type of Material or area of Your Home</u>	<u>Specific Item or Work</u>	<u>Problem or Condition</u>	<u>Covered</u>	<u>Building Standard or Our Responsibility</u>	<u>Your Responsibility</u>
F. Thermal and moisture protecting materials (continued)	2. Insulation	Insufficient insulation	YES	WE will insulate the HOME as required to meet local energy and building requirements as per plan. Insulation does not render a wall or room soundproof. All living space may vary in temperature up to 6-8 degrees. Many variables may apply.	
	3. Louvers and vents	Rain or snow leaks into the attic through louvers and vents	NO	Homes must have louvers and vents for proper ventilation. Rain or snow will sometimes come through these openings.	Remove all snow that may have blown in during adverse weather conditions.
	4. Roofing and siding	a. Ice buildup on roof	NO	It is important that you inspect for this condition as often as possible. It's also important that leaves, twigs, and other material be kept out of gutters and downspouts, so that they don't impede the flow of water.	
		b. Leaks in roof or flashing	YES	WE will repair roof or flashing leaks. WE are not responsible for secondary damage.	Clean leaves from valleys, gutters and downspouts. Leaks caused by ice buildup are not our responsibility.
		c. Shingles have blown off roof	YES	WE will repair unless caused by wind velocities exceeding manufacturer's tolerances.	Damage caused by high winds over 55 MPH should be covered by Homeowners Insurance.
		d. Shingle color does not appear to be consistent	NO	WE have no responsibility regarding color variance of roof shingles, or replacement of same due to varying die lot and reflection.	
		e. Delamination of aluminum siding	YES	All siding will be installed so that it meets the manufacturer's standards and industry standards and is sufficiently painted or protected. WE will repair or replace any siding that delaminates or separates. WE will not be responsible for an exact match to the original colors.	Protect the siding from damage such as leaning heavy objects against siding, ball dents and discoloration caused by water from sprinklers striking the siding.
		*Inventory and model homes!	YES		

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PERFORMANCE STANDARDS

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<u>Type of Material or area of Your Home</u>	<u>Specific Item or Work</u>	<u>Problem or Condition</u>	<u>Covered</u>	<u>Building Standard or Our Responsibility</u>	<u>Your Responsibility</u>
F. Thermal and moisture protecting materials (continued)	4. Roofing and siding (continued)	f. Wood siding	NO	Wood siding may crack or split during normal drying out. Gaps on end and side edge may occur due to normal expansion and contraction. WE cannot control wood expansion and contraction. Cedar siding of all types have inherent characteristics such as checking, cracking, color variance and knot holes that are natural and are not warrantable.	Maintain exterior finish by caulking and staining.
	5. Sheet metal	a. Leaks in gutters and/or downspouts	YES	They should not leak at connections. WE will repair leaky joints.	Keep leaves and debris out of gutters so that water can flow properly.
		b. Standing water in gutters	YES	Small amounts of water may stand in a gutter after a rain. If the water is more than 1" deep in a gutter and the gutter is not clogged with debris, WE will repair the gutter so that water can drain properly.	Keep leaves and debris out of gutters so that water can flow. Do not lean ladders against gutters and downspouts.
	6. Sealants	Leaks in exterior (outside) walls because caulking is inadequate	YES	If water is coming into the home, WE will repair leaking joints or cracks in the exterior wall surface, around openings and flashing.	Properly installed caulking may shrink. YOU must maintain caulking during the life of the home.
G. Doors and windows	1. Wood and hardboard doors	a. Outside doors are warped	YES	WE will only repair any doors that warp to the extent that they satisfy one of the following: - they no longer work - they are no longer weather resistant WE will refinish any new doors that warp to match other doors as closely as possible.	Avoid door hangers that impede door closure.
		*Inventory and model homes	YES		
		b. Dents in doors	NO	WE will only repair dents in outside doors which are reported to US prior to closing.	Report to US prior to closing.
		c. Inside doors and closet doors are warped	YES	WE will repair any doors that warp more than 3/8", measured diagonally from corner to corner one time only after a complete heating and cooling season. In the event WE install a new door, WE will finish new doors to match other doors as closely as possible.	
		*Inventory and model homes	YES		

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PERFORMANCE STANDARDS

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Type of Material

<u>or area of Your Home</u>	<u>Specific Item or Work</u>	<u>Problem or Condition</u>	<u>Covered</u>	<u>Building Standard or Our Responsibility</u>	<u>Your Responsibility</u>
G. Doors and windows (continued)	1. Wood and hardboard doors (continued)	d. Panels in doors shrink so that raw wood edges show	NO	It is normal for panels to shrink.	Use a Q-Tip to apply a small amount of stain on unstained areas.
		e. Split in panels of a door	YES	If light is visible through the split in a panel, WE will repair, or replace the panel. WE will not be responsible for an exact color match to the original colors.	
		*Inventory and model homes	YES		
		f. Door lock sticks and door will not swing	YES	WE will return during the warranty period to repair the problem.	
	2. Exterior doors	Water Infiltration	NO	This will be inspected on a case by case basis.	Close all doors tightly and lock at all times. Thresholds will need to be adjusted as seasons change. Weatherstrip at doors will tear/fall off if threshold is not adjusted properly. Replacement will be your expense and responsibility.
	3. Garage doors	a. Garage doors do not operate properly	YES	If garage doors do not operate properly under normal use, WE will adjust or correct them. If YOU install a garage door opener, WE are no longer responsible for the operation or fit of the garage door.	Keep all moveable parts lubricated and bolts tightened.
		b. Rain or snow leaks in through garage doors	YES	Garage doors will be installed in accordance with manufacturer's specifications. WE will repair leaks resulting from a failure to properly install the garage doors. Please note that rain/snow may be present. Weatherstrip will be checked and garage floor confirmed to be level. If both are ok no action will be taken.	
		c. Redwood doors	YES	Track, hinges and rollers are covered only.	Oil wood on a seasonal basis to preserve life. Cracking, checking and splitting will occur due to this being a natural characteristic of wood.
	4. Wood and vinyl windows	a. Windows do not function properly	YES	WE will adjust the windows so that they are reasonably easy to operate.	Keep tracks and skylights lubricated and adjusted and open occasionally to prevent sticking.

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PERFORMANCE STANDARDS

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<u>Type of Material or area of Your Home</u>	<u>Specific Item or Work</u>	<u>Problem or Condition</u>	<u>Covered</u>	<u>Building Standard or Our Responsibility</u>	<u>Your Responsibility</u>
G. Doors and windows (continued)	4. Wood and vinyl windows (continued)	b. Condensation and/or frost on inside surfaces or windows	NO	Condensation may occur on the interior window surfaces with extremes in temperature and humidity. Individual living habits can impact humidity levels. These conditions are beyond OUR control and WE have no responsibility.	If a humidifier is installed, YOU must follow the manufacturer's recommendations for proper setting of the humidifier. If you have window treatments/blinds you must raise them throughout the day to allow to breathe. Mold may be present when blinds are left down and is not covered.
		c. Insulated glazing/condensation	YES	WE will replace any panel if condensation forms between the glass panels.	
	5. Weather-stripping and seals	Air leaks in around doors and windows	YES	Doors and windows will be installed according to the manufacturer's standards. If air comes in because doors, windows, or weather-stripping were fitted poorly, WE will repair the improperly fitted doors, windows, or weather-stripping. *SOME AIR INFILTRATION SHOULD BE EXPECTED.	If you live in an area with high winds, storm doors and windows may be installed.
	6. Sliding doors	a. Sliding doors do not operate properly	YES	Sliding doors will be installed according to the manufacturer's specifications. WE will adjust inoperative sliding doors. WE will repair broken or scratched glass reported to us prior to closing.	Keep tracks and rollers cleaned, lubricated and adjusted. Report to US all broken or scratched glass prior to closing.
		b. Stress crack *Inventory and model homes	YES YES	Stress cracks are covered under the manufacturer's warranty. WE will replace glass due to stress cracks within the warranty period.	
	7. Hardware	a. Locks on doors or windows do not operate properly	YES	WE will repair any hardware which does not meet manufacturer's standards. WE will not warranty the finish on hardware.	
		b. Kickplates	NO	Kickplates will tarnish and pit, and are therefore NOT covered under this warranty.	
H. Interior Finishes	1. Gypsum board	Nail pops and cracks and blistered tape *Inventory and model homes	YES YES	Blistered tape and nail pops will be repaired once during the warranty. Cracks that exceed 1/8" will also be a one time repair.	Move furniture and wall coverings from area and cover any unmovable items.

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PERFORMANCE STANDARDS

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<u>Type of Material or area of Your Home</u>	<u>Specific Item or Work</u>	<u>Problem or Condition</u>	<u>Covered</u>	<u>Building Standard or Our Responsibility</u>	<u>Your Responsibility</u>
H. Interior Finishes (continued)	2. Paint, stain or varnish	a. Deteriorating, fading or peeling of outside paint	YES	Fading of a paint or stain is normal and not considered a defect. The amount of fading will depend on the weather conditions in this area. WE will repair paint, stain or varnish which peels or deteriorates. WE will properly prepare and refinish any areas that are affected.	
		*Inventory and model homes	YES	Matching paint in a model home is not possible and will be the responsibility of the purchaser.	
		b. Painting made necessary by other repair work	YES	If painting is required because of other repair work, WE will paint to match surrounding areas as closely as possible. WE will not be responsible for an exact color match to the original colors and/or custom painted colors after closing.	
		*Inventory and model homes	YES		
		c. Deteriorating varnish or lacquer	NO	Varnish or lacquer on outside woodwork deteriorates quickly and is not covered.	Report to US prior to closing.
		d. Mildew or fungus on painted surfaces	NO	WE will remove mildew or fungus reported to US prior to closing. Mildew or fungus may form on painted surfaces over time because of warmth and moisture.	Clean mildew or fungus regularly from interior or exterior surfaces.
	3. Ceramic tile	a. Chips or cracks in the floor, counter, or wall tile	NO	WE will repair cracked or chipped tiles reported to US prior to closing. WE will not be responsible to match tile patterns and color between the old and new tile grout.	Report to US any cracked or chipped tiles prior to closing.
		b. Loose floor, counter or wall tile	YES	WE will repair or replace cracked or loose tile if the problem is attributed to an underlying construction defect or faulty installation. WE will not be responsible for discontinued grout or for the differences in color between the old and new grout.	Re-grout cracks during the lifetime of the HOME. YOU must keep the repair area dry 24 hours prior to US making any repair. RE-caulk tub or shower during lifetime of HOME.
		*Inventory and model homes	YES		
	4. Finished wood floors	a. Cracks between floor boards	YES	WE will repair all cracks that are more than 1/8" wide. This warranty does not cover normal shrinkage. Putty filler is acceptable.	
		*Inventory and model homes	NO		
		b. Scratches and gouges	NO	We will repair only prior to closing.	Report to US any scratches prior to closing.

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PERFORMANCE STANDARDS

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<u>Type of Material or area of Your Home</u>	<u>Specific Item or Work</u>	<u>Problem or Condition</u>	<u>Covered</u>	<u>Building Standard or Our Responsibility</u>	<u>Your Responsibility</u>
H. Interior Finishes (continued)	5. Resilient flooring or floor covering	a. Nail pops on surface of resilient floor covering *Inventory and model homes	YES YES	WE will repair any nail pops that break the surface of the flooring.	
		b. Depressions or ridges in resilient flooring because the subfloor is irregular	YES	WE will repair any ridges or depressions in flooring material which are readily apparent and which are more than 1/8" high or deep. The ridge depression or measurement is the gap created at one end of a 6" straight-edge placed over the depression or ridge with 3" of the straight-edge on one side of the defect, held tightly to the floor. WE will not be responsible for color variations or match in case of repair or replacement.	
		c. Resilient flooring lifts, bubbles, or becomes unglued *Inventory and model homes	YES YES	WE will repair these defects.	NOTE: Resilient flooring only needs to be damp mopped in order to maintain the quality of shine of the material. Allowing water to stand on the floor could cause water to penetrate the seams causing the flooring material to lose adhesive.
		d. Visible seams or shrinkage gaps at joints of resilient flooring *Inventory and model homes	YES YES	If the gap is more than 1/16" wide between pieces of resilient flooring, WE will repair them. If the gaps between floors and other materials are more than 1/8" wide, WE will repair the affected areas only.	
		e. Cuts and gouges	NO	WE will repair cuts and gouges reported to US prior to closing.	Report to US prior to closing.
	6. Carpeting	a. Open seams in carpeting *Inventory and model homes	YES YES	Visible carpet seams are not a defect. WE will repair any openings or gaps in the seams.	Remove furniture in any affected rooms.
		b. Wall-to-wall carpeting comes up, is loose, or is stretched *Inventory and model homes	YES YES	If WE originally installed wall-to-wall carpeting as a primarily floor covering, WE will re-secure or re- stretch any of the carpeting that has loosened from the material to which it was attached. Only once in your warranty period.	Remove furniture in any affected rooms.

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PERFORMANCE STANDARDS

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<u>Type of Material or area of Your Home</u>	<u>Specific Item or Work</u>	<u>Problem or Condition</u>	<u>Covered</u>	<u>Building Standard or Our Responsibility</u>	<u>Your Responsibility</u>
H. Interior Finishes (continued)	6. Carpeting (continued)	c. Spots or minor fading in carpet	NO	Spots and/or fading can occur naturally when a carpet is exposed to light. WE have no responsibility for this condition.	
	7. Marble, real or synthetic, plastic laminate, porcelain and fiberglass	Scratches, nicks, chips or blemishes	NO	WE will repair scratches, nicks, chips, or blemishes reported to US prior to closing. WE are not responsible for discontinued patterns or differences in color between original and new.	Report to US prior to closing. Marble is a natural product and the presence of open veining may occur across the marble or through the thickness of a section. The presence of veining is natural and is considered acceptable.
I. Louvers, vents and fireplaces	1. Fireplaces and chimneys	a. Improve drawing of fireplace and chimney	YES	Several things can cause temporary negative draft situations in a fireplace or chimney. These include high winds, obstructions such as large branches or trees too close to the chimney, or tight insulation and weatherproofing throughout the house. WE will not be responsible for these problems. If the draft problem is caused by improper installation, WE will repair the problem. Similar negative draft situation can also be caused by obstructions such as large branches of trees too close to the chimney. Some homes may need to have a window open slightly to create an effective draft, if they have been insulated and weatherproofed to meet high energy conservation criteria.	YOU must open fresh air intake and flue damper during operation. The correct lighting of a fireplace will help the chimney to draw properly. Before lighting any logs, open up the flue damper. Make sure that the holes in the log lighter are pointed towards the back of the fireplace. Light the log lighter. With the air flow adjustment, adjust the flame of the log lighter to blue. Let the log lighter run for at least 5 minutes or more, depending on the outdoor temperature. This will preheat the chimney and will help to draw smoke out of the home. It is normal to expect that high winds can cause temporary negative draft situation. To alleviate this condition due to high winds it may be necessary to open up a window slightly.
		b. Fire box (area where the fire burns) paint has changed	NO	The heat from the firebox can naturally change any finish on the firebox. This condition is not covered.	
		c. Cracks in firebrick (brick that lines the fireplace) and mortar joints	NO	Roaring fires can naturally cause this cracking. This is not a defect.	
		d. Drafts from around firebox	NO	Some cold air convection may occur when your fire place is not in use.	Check to assure all facilities are closed.
		e. Chimney separated from home.	YES	WE will repair if chimney separates from home more than 1/2" in any 10 foot measurement.	

PERFORMANCE STANDARDS

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<u>Type of Material or area of Your Home</u>	<u>Specific Item or Work</u>	<u>Problem or Condition</u>	<u>Covered</u>	<u>Building Standard or Our Responsibility</u>	<u>Your Responsibility</u>
J. Mechanical Systems	1. Plumbing and water supply	a. Plumbing pipes have frozen or burst	YES	Drain, waste, vent and water pipes will be adequately protected to prevent freezing as required by the applicable plumbing requirements for normally anticipated cold weather. If the outside temperature is -30 degrees with windchill, warranty coverage cannot be guaranteed.	Drain water pipes and outside faucets when they are exposed to freezing temperatures. WE will investigate all pipe freeze ups and take the appropriate action to correct the problem as well as that which is needed to prevent the freezing from occurring again. It is the homeowner's responsibility to maintain the house temperature at a minimum of 65 degrees Fahrenheit and during cold weather to protect lines exposed to freezing temperatures in areas such as garages; therefore, keep the overhead door closed.
		b. Leaks in faucets or valves	YES	WE will repair or replace any faucets or valves that leak because of defect in workmanship or material.	WE are not responsible for secondary damage.
		c. Defects in the operation of plumbing fixtures, appliances, or trim fittings	YES	WE will repair any fixture, appliance, or fitting which does not meet the manufacturer's standards. WE will not warrant the finish on plumbing fixtures, appliances or trim fittings.	Avoid harsh chemicals applied to surfaces.
		d. Noisy water pipes	YES	Some noise in water pipes is natural and comes from the flow of water and from the pipes expanding. If there is a pounding noise from improperly anchored pipes, WE will repair.	
		e. Leaks in pipes	YES	WE will repair any leaks in the drain, waste, vent, or water pipes. Condensation on pipes is not the same as a leak, and is not a defect.	
		f. Sink or tub does not hold water	YES	Plumbing fixtures designed to hold water should do so for a sufficient amount of time to allow for their intended use.	WE will correct any sink or tub that does not meet the warranty criteria. Also, check drain seal for debris or residue.
		g. Stopped up sewers, fixtures and drains	YES	WE will repair all sewers, fixtures, and drains that are clogged because of defect in construction. WE are not responsible for any defect	If sewers, fixture, and drains are clogged because of YOUR actions, then YOU will pay the cost of repairing them.

PERFORMANCE STANDARDS

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<u>Type of Material or area of Your Home</u>	<u>Specific Item or Work</u>	<u>Problem or Condition</u>	<u>Covered</u>	<u>Building Standard or Our Responsibility</u>	<u>Your Responsibility</u>
J. Mechanical systems (continued)	1. Plumbing and water supply (continued)	h. Water supply system does not deliver water	YES	which is not construction related, including any failure of municipal systems. WE are responsible for connecting all on-site service to municipal water mains and to private water supplies. WE will repair problems caused by defects in workmanship and materials. WE are not responsible for problems caused by conditions beyond our control. WE are not responsible for water quality.	
	2. Heating System	Inadequate heating	YES	Heating system is designed to maintain an indoor temperature of 70 degrees F. The temperatures is measured in the center of each room at the height of 5 feet above the floor (under local outdoor winter design conditons as specified in the ASHRAE handbook). Federal, state, or local energy requirements take precedence. WE will repair the heating system so that it provides the required temperature. Please note that all living space may vary in temperature up to 6-8 degrees. Many variables may apply.	Balance dampers and registers and make other adjustments for change of seasons. Maintain unit per manufacturer's specifications.
	3. Refrigeration	a. Leaks in refrigerant lines	YES	WE will repair all leaking refrigerant lines and will recharge the unit, unless YOU caused the damage.	
		b. Inadequate air conditioning	YES	Cooling system is designed to maintain an indoor temperature of 78 degrees F. The temperature is measured in the center of each room at the height of 5 feet above the floor (under local outdoor summer design conditions as specified in the ASHRAE handbook). If the temperature outside is above 95 degrees F, cooling system must be able to maintain an inside temperature that is 15 degrees below the outside temperature. Federal, state, or local energy requirements take precedence. WE will repair the cooling system so that it provides the required temperature.	Balance dampers and registers and make other minor adjustments for change of seasons and maintain proper window treatments to optimize cooling capabilities. Maintain unit per manufacturer's specifications. Please note that all living space may vary in temperature up to 6-8 degrees. Many variables may apply.

PERFORMANCE STANDARDS

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<u>Type of Material or area of Your Home</u>	<u>Specific Item or Work</u>	<u>Problem or Condition</u>	<u>Covered</u>	<u>Building Standard or Our Responsibility</u>	<u>Your Responsibility</u>
J. Mechanical systems (continued)	4. Condensation drain lines	Clogged condensation drain lines	NO	WE will provide clear condensation drain lines at closing. After this, YOU are responsible for keeping the condensation drain lines clear.	Condensation drain lines may clog, under normal use. YOU should keep these clear. Prior to using the cooling system each season, check condensation lines to ensure the drain lines are clear.
	5. Air distribution system	a. Ductwork makes ticking and crackling noise	NO	The ductwork may make ticking and crackling noises when the metal in it expands from the heat and contracts from the cold. This condition is natural and is not covered.	YOU should not walk on, place heavy objects against or otherwise subject ductwork to unusual loads.
		b. Ductwork makes a booming noise	YES	This booming is called "oilcanning". WE will repair the ductwork.	
		c. Separated or unattached ductwork	YES	WE will re-attach or re-secure all ductwork that has become separated or unattached.	
K. Electrical systems	1. Electrical conductors, fuses, and circuit breakers	Fuses blow or circuit breakers (excluding ground fault interrupters "kick out")	YES	We will repair.	Do not overload circuits.
	2. Outlets, switches and fixtures	Drafts from electrical outlets.	NO	Electrical junction boxes on exterior walls may produce air flow whereby the cold air can be drawn through the outlet into a room. WE cannot warranty against any cold air resulting from normal air flow from outlets and switch locations.	
	3. Malfunctions of electrical outlets, switches or fixtures	All outlets, switches, and fixtures shall operate as designed.	YES	We will repair or replace outlets, switches, or fixtures supplied by US that do not operate as designed. WE will not warrant the finish on outlets, switches or fixtures.	
	4. Service and distribution	a. Ground fault interrupters frequently trip (these are sensitive safety devices that are installed into the electrical system to protect from electrical shock).	YES	Ground fault interrupters are sensitive and can easily be tripped. Normally this is not indicative of a construction defect. We will correct the interrupters if the tripping is due to a defect in installation.	A tripped ground fault interrupter usually indicates an overloaded circuit or the appliance contains a faulty ground.

PERFORMANCE STANDARDS

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<u>Type of Material or area of Your Home</u>	<u>Specific Item or Work</u>	<u>Problem or Condition</u>	<u>Covered</u>	<u>Building Standard or Our Responsibility</u>	<u>Your Responsibility</u>
K. Electrical systems (continued)	4. Service and distribution (continued)	b. Electrical wiring does not carry its designed load for normal residential use	YES	WE will repair any wiring that does not conform with approved local electrical requirements. WE are responsible for original installation only. WE are not responsible for problems caused by conditions beyond OUR control.	
L. Asphalt driveways		a. Standing water on driveway	YES	Pavement Failures in driveways will not cause standing water to accumulate over 1/2" in depth. Areas of standing water can be expected and are considered acceptable. WE will repair the affected area if standing water exceeds 1/2" in depth. The method of repair will be saw cutting and patching with entire seal coating of driveway.	YOU should sealcoat driveways seasonally, or as required to protect the surface and avoid driveway being porace.
		*Inventory and model homes	YES		
		b. Holes in asphalt	NO	Asphalt driveways should not have any holes. Holes in asphalt are caused by gasoline, oil, solvents, chemicals, or sharp objects, etc. WE cannot assume responsibility for this condition.	
		c. Tire marks or waves on asphalt	NO	All driveways are designed for use by passenger vehicles only. Tire marks and waves are caused by heavy vehicles being parked on the driveway surface. WE cannot assume responsibility for this condition.	Do not park vehicles in the same place on the driveway for long periods of time.
M. Humidity		Condensation or frost on window or skylight	NO		Windows and skylights will collect condensation on their interior surfaces when high humidity within the home turns into water on the colder window or skylight surface. YOU are responsible for controlling interior temperature and humidity to avoid condensation. Draperies and blinds should be left open to encourage air circulation and even temperatures during periods of cold weather and high interior humidity. Large temperature variations from interior to exterior may cause condensation even with low interior humidity. Under the Warranty, no action on the part of US is required.

PERFORMANCE STANDARDS

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<u>Type of Material or area of Your Home</u>	<u>Specific Item or Work</u>	<u>Problem or Condition</u>	<u>Covered</u>	<u>Building Standard or Our Responsibility</u>	<u>Your Responsibility</u>
N. Structural Elements			YES	<p>WE warrant the construction of the home will conform to the tolerances set forth in the following Performance Standards for Structural Elements for a period of ten years after the closing date, subject to the limitations set forth below. Structural elements are footings, bearing walls, beams, girders, trusses, rafters, bearing columns, lintels, posts, structural fasteners, subfloors, and roof sheathing. Floating slabs and partition walls that do not carry any load other than their own weight are not Structural elements. A Structural Element will not be deemed defective, and no action will be required of the US, unless there is actual physical damage that diminishes the ability of the Structural Element to perform its load-bearing function such that the home is unsafe.</p>	

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