

CASA FRESCA HOMEOWNER MAINTENANCE MANUAL





Casa Fresca Mission Statement

Casa Fresca strives to empower homeownership through smart, stylish, yet attainable homes.

Our homes are delivered through a quality driven process paired with the highest level of customer service and satisfaction.

Table of Contents

| 1. HOMEOWN | IER WARRANTY | 6 |
|--------------|---|----|
| 1.1 Warran | ty Service Requests | 7 |
| 1.1(a) Ho | w to Request Repairs for Non-Emergency Situations | 7 |
| 1.2 Emerge | encies | 9 |
| 1.2(a) Ut | ility Shut-Off Procedures | 10 |
| 1.2(b) Ho | w to Shut Off the Gas | 10 |
| 1.2(c) Ho | w to Shut Off the Electricity | 10 |
| 1.2(d) Ho | ow to Shut Off the Water | 10 |
| 1.2(e) To | tal Loss of Heat or Air Conditioning | 11 |
| 1.2(f) Tot | al Loss of Power | 11 |
| 1.2(g) To | tal Loss of Water | 12 |
| 1.2(h) Plu | umbing Leaks that Require the Main Water to be Shut Off | 12 |
| 1.3 Service | e Calls | 13 |
| 1.4 Casa F | resca Limited Home Builders Warranty Standards | 14 |
| 2. HOMEOWN | NER MAINTENANCE OBLIGATIONS | 37 |
| 2.1 Appliar | nces | 37 |
| 2.2 Arc Fa | ult Circuit Interrupter (AFCI) Devices | 38 |
| 2.3 Attic Ad | ccess | 38 |
| 2.4 Baths. | | 38 |
| 2.5 Cabine | ts | 39 |
| 2.6 Caulkir | ng | 39 |
| 2.7 Ceiling | Fans | 40 |
| 2.8 Concre | te | 40 |
| 2.8(a) Ext | erior Concrete Flatwork | 40 |
| 2.8(b) Foo | undation Slabs | 40 |
| 2.9 Counte | rtops | 41 |
| 2.9(a) Gra | anite and Quartz | 41 |
| 2.9(b) Sol | id Surface (Such as Corian) | 41 |
| 2.10 Doors | | 41 |
| 2.10(a) E | xterior Doors | 41 |
| 2.10(b) In | terior Doors | 42 |

| 2 | 2.10(c) | Metal Doors | 42 |
|-----|---------|-----------------------------------|----|
| 2 | 2.10(d) | Wood Doors | 42 |
| 2 | 2.10(e) | Garage Doors | 43 |
| 2.1 | 1 Effe | ects of Weather and Temperature | 44 |
| 2.1 | 2 Ele | ctrical System | 44 |
| 2.1 | 3 Ext | erior Finishes | 44 |
| 2 | 2.13(a) | Exterior Paint | 45 |
| 2.1 | 4 Floo | ors | 46 |
| 2 | 2.14(a) | Carpeting | 46 |
| 2.1 | 5 Gro | und Fault Interrupt (GFI) Devices | 47 |
| 2.1 | 6 Hea | ating and Air Conditioning | 48 |
| 2.1 | 7 Hor | neowners Association Issues | 50 |
| 2.1 | 8 Inte | rior Paint | 50 |
| 2.1 | 9 Inte | rior Walls | 51 |
| 2.2 | 0 Lan | dscaping | 51 |
| 2 | 2.20(a) | Drainage and Grading | 53 |
| 2 | 2.20(b) | Landscaping Tips | 55 |
| 2.2 | 1 Ligh | nting | 56 |
| 2 | 2.21(a) | Exterior Lighting | 56 |
| 2 | 2.21(b) | Interior Lighting | 56 |
| 2.2 | 2 Lou | vers and Vents | 56 |
| 2.2 | 3 Mol | d | 57 |
| 2 | 2.23(a) | What You Need to Know About Mold | 57 |
| 2 | 2.23(b) | Mold Growth | 57 |
| 2 | 2.23(c) | Homeowner Maintenance | 58 |
| 2 | 2.23(d) | Mold Prevention Obligations | 58 |
| 2.2 | 4 Out | lets and Switches | 60 |
| 2.2 | 5 Pat | ios | 60 |
| 2.2 | 6 Pes | its | 61 |
| 2.2 | 7 Pho | ne Jacks | 61 |
| 2.2 | 8 Plu | mbing System | 62 |
| 2 | 2.28a) | Clogged Drains | 62 |
| 2 | 2.28(b) | Fixtures | 62 |
| 2 | 2.28(c) | Shower Doors and Tub Enclosures | 63 |
| 2 | 2.28(d) | Toilets | 63 |

| | 2.28 | 8(e) Water Heater | 64 |
|----|------|--|----|
| | 2.28 | 8(f) Water Lines | 64 |
| | 2.29 | Roofs | 64 |
| | 2.30 | Settlement | 65 |
| | 2.31 | Siding | 65 |
| | 2.32 | Smoke Detectors | 66 |
| | 2.33 | Storm Water Pollution Prevention | 66 |
| | 2.34 | Stucco | 66 |
| | 2.35 | Tile and Stone | 67 |
| | 2.3 | 5(a) Pavers | 67 |
| | 2.36 | Ventilation | 67 |
| | 2.37 | Windows | 67 |
| | 2.37 | 7(a) Aluminum and Vinyl Window and Door Frames | 68 |
| | 2.38 | Wood | 69 |
| 3. | НО | MEOWNER MAINTENANCE SCHEDULE | 70 |
| | 3.1 | Every 30 Days | 70 |
| | 3.2 | Every 90 Days | 70 |
| | 3.3 | Every 6 Months | 71 |
| | 3.4 | Every Year | 71 |

1. HOMEOWNER WARRANTY

We strive to deliver every Casa Fresca home with no unfinished construction items and you can expect that your home will be 100% complete at closing. After you have lived in your home for 30 days, we will contact you to schedule your warranty orientation appointment. During this appointment your assigned Quality Assurance Representative will review your warranty coverage, your homeowner maintenance obligations and demonstrate maintenance tasks if necessary. Please understand, items of a cosmetic nature should be brought to the attention of your Construction Manager PRIOR TO CLOSING. Wear and tear and cosmetic issues are not covered under the terms of this Limited Warranty.

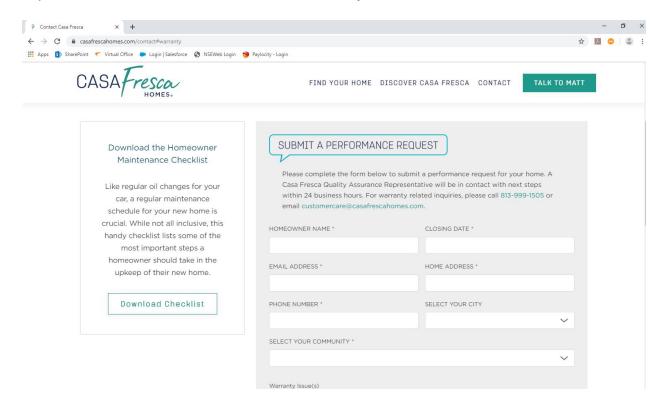
1.1 Warranty Service Requests

Requests for repairs after the closing of your home MUST be covered under the written warranty, and MUST be requested in writing. Our Sales staff is not responsible for, nor qualified to make judgments regarding repairs or replacements. All such decisions must originate from our Quality Assurance/Warranty Department.

If you believe you have an "Emergency" situation requiring immediate attention, please refer to the Emergency section of this Manual. If the situation is a Non-Emergency, please follow the instructions below for requesting service.

1.1(a) How to Request Repairs for Non-Emergency Situations

For your protection, and to allow us to maintain accurate and complete information on your home, all requests must be made in writing through the Casa Fresca website at: https://www.casafrescahomes.com/contact#warranty



As an alternative method, if for any reason our website is unavailable, requests can be emailed to customercare@casafrescahomes.com.

If you believe you have a covered repair to be made, please review the Warranty and Performance Standards included in this Manual prior to submitting the request. This section will

help clarify if there is a deficiency to be corrected through Casa Fresca, if it is covered by a separate manufacturer's warranty, or if it is your responsibility as a homeowner maintenance issue. If after review of the guidelines, you believe there is a deficiency to be addressed, please do so in a timely manner either as a non-emergency request, or an emergency request depending on the issue.

Please fill out ALL of the requested information on the form, including your closing date, email address, and contact phone number. As you fill out the request, remember that we need as much detail as possible, including the room location.

When we receive your written request, a Quality Assurance Representative will contact you and schedule an appointment to assess your request. Your Quality Assurance Representative will determine if item(s) are covered under the Casa Fresca Limited Warranty, if it is covered by a separate manufacturer's warranty, or if it is a homeowner maintenance item. In most cases, we may need to examine the item for better evaluation and to fully understand the nature of the request to determine what action may need to be taken.

Items that are determined to be the responsibility of separate manufacturer's warranty can usually be scheduled over the phone directly with that manufacturer. The product manufacturer and their phone numbers are listed in the separate manufacturer's warranty documents that you received with your closing documents, or that were located in your home at the time of your preclosing orientation with your Construction Manager.

Reasonable cooperation is needed to allow us access to your home to address any covered repairs, including access to investigate, evaluate, repair, replace, correct, or monitor items found to be defective. We do not reimburse for any time taken off from work for any repairs. You must also not pay for repairs, or assume any obligations to pay for any repairs to remedy any situation for a claimed defect without Casa Fresca's prior written approval. These items will not be reimbursed. Casa Fresca will not be responsible for expenses you encounter for any work performed by persons other than those designated by Casa Fresca, without prior written approval from Casa Fresca. Our Quality Assurance Representatives in the field do not have the ability to extend the Limited Warranty in any way.

Requests for non-emergency repairs are usually completed within 30 days. Occasionally, due to circumstances beyond the control of Casa Fresca, this process may take longer than 30 days. Delays can be the cause of shortages in material or labor, back orders, weather problems, or other unanticipated events. We strive to communicate updates for any timeline delays as best as possible. Some service calls may need to be scheduled over several days based on the sequence of work to be done. This process allows the Quality Assurance department to complete repairs more efficiently.

Once work has been completed, you will be asked to sign an acknowledgment that the work is done and possibly, where appropriate, a release of claims relating to the repaired or replaced defect. Any such release will not prevent you from making claims on any subsequent or different construction defects.

1.2 Emergencies

Emergencies are defined as a defect or problem that causes the home to be uninhabitable, causes immediate danger to the occupants, or poses the likelihood of significant damage to the property, your home, or the home site. These may include the following:

- A. Water Supply Leak: This is defined as a water leak that forces you to shut off the main water supply to your home from the city connection. A leak that can be isolated at a single location such as a toilet or sink, and shut off at that location, is not defined as an emergency situation. Please follow the water shut off procedure reviewed at your preclosing orientation to isolate this type of leak and follow the general warranty request procedure.
- B. **Total Electrical Failure:** Defined as a situation where you lose power to your entire home and you have verified that your neighbors' power is functioning properly. If the power failure is more widespread, please contact your utility service provider.
- C. **Natural Gas Leak:** If there is a Natural Gas leak, please immediately shut the gas off at the meter and immediately contact your Gas Service provider. Contact your Gas Service Provider from outside of your home as a cell phone may ignite gas fumes.
- D. **Total Loss of A/C:** Defined as a situation where all A/C units, in the home, are not functioning. If your home has two or more A/C units and at least one is functioning, this is not considered an emergency.

In case of an emergency situation, your first response should always be to protect your family from any risks. If the situation does not pose imminent danger, you should make every effort to limit any effects or damage from the situation (such as shutting off water, gas, etc.) and then you should contact the emergency service number that fits your situation.

In case of an emergency situation after normal business hours, you should contact the Contractor first, followed by Casa Fresca through the website.

A Casa Fresca Quality Assurance Representative will contact you to offer assistance and to advise what procedure you should be following. Do not delay in reporting any actual emergencies. Damage caused by the delayed response time is not the responsibility of Casa Fresca. Damage to personal property as a result of any defect is also not the responsibility of Casa Fresca. These items would have to be addressed by your Homeowners Insurance policy.

Items not covered or deemed un-addressable under this limited warranty include earthquakes, fire, severe weather, or invasions by pests or insects. Your Homeowners Insurance Policy may cover these items or circumstances and you should consult your agent.

If the situation is covered by the limited warranty, but does not constitute one of the emergency situations described above, please follow the normal procedures for requesting service listed in the Section 2.2(a) of this Manual.

1.2(a) Utility Shut-Off Procedures

During your pre-closing orientation with your Casa Fresca Construction Manager, you will be shown several locations of various types of "shut off valves". These shut offs will be demonstrated to you so that in a situation where applicable, you will be able to locate and use the shut off functions. Below is a brief summary of the several types of shut offs you will need to be familiar with.

1.2(b) How to Shut Off the Gas

Shut the gas off to your new home ONLY if you suspect a leak or can smell excessive amounts of gas in the air.

- 1. Find the main shut off valve located on your gas meter outside the home
- 2. Use a wrench and turn the valve in either direction so that it runs crossways on the pipe, this indicates that the valve is closed
- 3. Call your gas service provider immediately

1.2(c) How to Shut Off the Electricity

- 1. Locate your electric panel breaker box
- 2. Locate the "main service" breaker
- 3. Flip this breaker completely to the off position

1.2(d) How to Shut Off the Water

- 1. If the leak is located at a sink, toilet, washing machine, water heater, dishwasher, or other location that has an isolated shut off valve for that specific fixture, turn the valve to the right (clockwise) to tighten and shut off the flow of water.
- 2. If this does not work, you can use this same procedure at the secondary shut off location on the main water inlet to your home. This is usually located beside your garage. Turn this valve to a crossway position related to the pipe and this shuts off the flow of water to the home.
- 3. If this still does not work, locate you water meter provided by your utility service provider. This is most commonly out in the front of your property near the sidewalk on one side of your property or the other. You will need a wrench to close this valve as well. Open the meter box door, locate the brass valve on the water line, and turn it to a crossway position related to the pipe and this shuts off water flow from the meter

4. Check with neighbors or the local water service provider to verify that the water has not been shut down in your area for routine maintenance.

1.2(e) Total Loss of Heat or Air Conditioning

If you find yourself with no heat or air conditioning, the checklist that follows may help identify the cause. You should also review the manufacturers' literature for additional hints.

The following are normal homeowner maintenance items: (note: if your heating contractor makes a service call to repair one of the items listed, there will be a service charge to you)

- A. Thermostat temperature setting and switches
- B. The ON/OFF switch to the outlet supplying the furnace or air conditioner
- C. ON/OFF switch on furnace or air conditioner itself, if any
- D. The fuse, if your furnace or air conditioner has one
- E. Breaker on the electrical panel
- F. Safety switch for the fan cover
- G. Change a dirty filter, or damage to your system caused by not regularly changing your filter

If none of these items correct the problem, refer to the trade contractor phone list and the emergency service information in this Manual for appropriate phone numbers.

1.2(f) Total Loss of Power

In the event you experience a total loss of power to your new home, please check the main breaker inside the panel first to ensure it is in the "on" position. Next, check to see if the power outage is more widespread. See if your neighbors have also lost power. Check both of these conditions prior to making an emergency call for service. Please remember, circuit breakers have three (3) positions; "on", "off", and "tripped". Simply switching a breaker from the "tripped" position, to the "on" position, will not work. The breaker must first be flipped completely to the "off" position, and then returned to the "on" position.

IMPORTANT NOTE: If the main breaker trips, or is turned to the "off" position, please wait 2 to 3 minutes prior to flipping it back to the "on" position. This helps to avoid overloading the system.

If, after checking the items above, none of these remedies works, call the emergency number for the electrician located on your emergency warranty sticker located on your electric panel.

Please note, if loss of power is limited to a section, or sections, but not the entire home, this is not considered an emergency situation. If the electric is off in limited areas please use the following troubleshooting suggestions to help determine the nature of the issue. Once checked, you should follow the procedure for requesting normal warranty service as outlined in this Manual.

Wall switches: If you have an outlet not working, please first check to see if this is a "half hot" outlet controlled by a wall switch. These outlets are usually installed upside down when compared to other outlets and are commonly found in bedrooms, the study, and formal rooms such as grand rooms or living rooms. If it is a ceiling light in question controlled by a switch, please first check the light bulb to ensure it is a good bulb. **LIGHT BULBS ARE NOT COVERED BY THIS LIMITED WARRANTY.**

1.2(g) Total Loss of Water

There are two (2) ways to shut off ALL of the water to your new home. The first is located at the main water inlet line most commonly located on the side of your garage (verify at your preclosing orientation), and the second is located at the water service provider's meter most commonly located at the front of your property.

If you lose water to your entire home, you should first check both of these locations to see if for some reason water service has been turned off at either one, or both. You should also check with your neighbors to see if water has been shut off to your community for routine maintenance. If these items do not correct the issue, please call the emergency number for your Plumber, located on the warranty sticker at your electric breaker panel.

Please note, lack of HOT water is not considered an emergency. In the event you have no hot water, you should check either the breaker on your water heater if electric powered or the pilot light if gas powered. Refer to the manual provided with your water heater for further troubleshooting techniques.

1.2(h) Plumbing Leaks that Require the Main Water to be Shut Off

If a plumbing leak occurs, the first step is to turn off the supply of water to the affected area to prevent further water seepage. If this means that you need to shut off water to the entire home, then this situation constitutes as an emergency and you should immediately contact the Plumber at the emergency number located on the warranty sticker.

Please note, having to shut off the water to an isolated item such as a toilet, or sink, <u>does</u> <u>not constitute an emergency</u>. If this is the case, please submit a request for service through the normal procedure described in this Manual.

1.3 Service Calls

Service calls are scheduled between the hours of 8:30 am and 4:00 pm Monday through Friday. We will contact you to let you know when we would like to gain access to your home to do needed repairs or replacements. It will be required for either you, or a designee of your choice (over 18 years old) to be present to allow us to enter your home to do the needed work. We will make every effort to schedule repairs at your convenience; however, we will need your cooperation to permit us to complete any inspections and repairs in a timely manner. It may also be important to note that service work may be delayed or prolonged because of special scheduling requirements. Requests for repairs or service will usually be completed within 30 days after the written request is first made following the procedures explained in this Manual.

| 1.4 | Casa Fresca Limited Home Builders Warranty Standards |
|-----|--|
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |



1. SITEWORK

1.1 GRADING

| Deficiency | Settling of ground around foundation, utility trenches or other areas on the property where excavation and backfill have taken place that affect drainage away from home. |
|---|--|
| Construction Performance Guidelines | Settling of ground around foundation walls, utility trenches or other filled areas that exceeds a maximum of 6 inches from finished grade established by builder/seller. |
| Builder/Seller Responsibility | If builder/seller has provided final grading, builder/seller shall fill settled areas affecting proper drainage, one time only, during the workmanship warranty term. You are responsible for removal and replacement of shrubs and other landscaping affected by placement of the fill. |
| Exclusions | None. |

1.2 DRAINAGE

| Deficiency | Improper surface drainage. |
|---|--|
| Construction Performance Guidelines | Necessary grades and swales shall be established to provide proper drainage away from the home. Site drainage, under the limited warranty, is limited to grades and swales within 10 feet of the foundation of the home. Standing or ponding water shall not remain in these areas for a period longer than 24 hours after a rain, except in swales that drain from adjoining properties or where a sump pump discharges. In these areas, an extended period of 48 hours is to be allowed forwater to dissipate. The possibility of standing water after an unusually heavy rainfall should be anticipated and is not to be considered a deficiency. No grading determination is to be madewhile there is frost or snow or when the ground is saturated. |
| Builder/Seller Responsibility | Initially establish the proper grades, swales and drainage away from home. You are responsible for maintaining such grades and swales once constructed by the builder/seller . Builder/Seller is not responsible for drainage deficiencies attributable to grading requirements imposed by state, county or local governing agencies. |
| Exclusions | Standing or ponding water outside of defined swales and beyond 10 feet from the foundation of the home, or that is within 10 feet but is caused by unusual grade conditions, or retention of tree areas, is not considered a deficiency. Standing or ponding water caused by changes in the grade or placement of sod, fencing or any other obstructions by you are excluded from limited warranty coverage. |
| Deficiency | Soil Erosion. |
| Construction Performance Guidelines | None. No coverage. |
| Builder/Seller Responsibility | None. Builder/Seller is not responsible for soil erosion due to acts of God, weather conditions, property alterations by you, construction on adjacent properties, utility company's work or other conditions beyond the builder/seller's control. |
| Exclusions | Soil erosion and runoff caused by failure of you to maintain the properly established grades, drainage structures and swales; stabilized soil, sodded, seeded and landscaped areas; are excluded from limited warranty coverage. |
| Deficiency | Grassed or landscaped areas that are disturbed or damaged due to work performed by builder/ seller on the property in correcting a deficiency. |
| Construction Performance Guidelines | Landscaped areas that are disturbed during repair work are deficiencies. |
| Builder/Seller Responsibility | Restore grades, seed and landscape to meet original condition. Builder/ Seller is not responsible for grassed or landscaped areas that are damaged by others, including any work performed by public or private utility companies. |
| Exclusions | Replacement of trees and large bushes that existed at the time homewas constructed or those added by you after occupancy or those that subsequently die are excluded from limited warranty coverage. |



2. FOUNDATION AND CONCRETE

2.1 CAST-IN-PLACE CONCRETE

| Deficiency | Basement or foundation wall cracks, other than expansion or control joints. |
|---|--|
| Construction Performance Guidelines | Concrete cracks greater than 1/4 inch in width, or that allow exterior water to leak into basement, are deficiencies. |
| Builder/Seller Responsibility | Repair non-structural cracks by surface patching. These repairs should be made toward the end of the first year of limited warran coverage to permit normal stabilizing of the home by settling. |
| Exclusions | Shrinkage cracks are not unusual and are inherent in the concrete curing process. |
| Deficiency | Cracking of basement floor. |
| Construction Performance Guidelines | Minor cracks in concrete basement floors are common. Cracks exceeding 1/4 inch in width or 3/16 inch in vertical displacement deficiencies. |
| Builder/Seller Responsibility | Repair cracks exceeding maximum tolerance by surface patching, or other methods, as required. |
| Exclusions | None. |
| Deficiency | Cracking of attached garage floor slab. |
| Construction Performance Guidelines | Cracks in concrete garage floor greater than 3/16 inch in width or 3/16 inch invertical displacement are deficiencies. |
| Builder/Seller Responsibility | Repair excessive cracks in the slab by filling, chipping out and surface patching or other suitable method to meet the Constructi Performance Guidelines . Repaired area may not match the existing floor in color and texture. |
| Exclusions | Builder/Seller is not responsible for failure to match existing floor in color and texture due to the nature of the material. |
| Deficiency | Settlement, heave or separation of garage floor slab. |
| Construction Performance Guidelines | Concrete garage floor should not settle, heave or separate in excess of 1 inch from the structure. |
| Builder/Seller Responsibility | Make a reasonable and cost effective effort to meet the Construction Performance Guidelines . |
| Exclusions | None. |
| Deficiency | Cracks in concrete slab-on-grade floors, with finish flooring. |
| Construction Performance Guidelines | Cracks that rupture or significantly impair the appearance or performance of the finish flooring material are deficiencies. |
| Builder/Seller Responsibility | Repair cracks as required so as not to be apparent when the finish flooring material is in place. Repair or replace finish flooring. |
| Exclusions | None. |
| Deficiency | Uneven concrete floor slabs. |
| Construction | Except for basement floors, or where a floor or a portion of floor has been designed for specific drainage purposes, concrete floo in rooms finished for habitability by builder/seller shall not have pits, depressions or area of unevenness exceeding 3/8 inch in 3 |
| Performance Guidelines | inches. |
| Performance | Repair/replace to meet the Construction Performance Guidelines . Where applicable, surface patching is an accepted method of repair. Reinstall or replace any finish flooring material as necessary. |



2.1 CAST-IN-PLACE CONCRETE CONTINUED

| Deficiency | Interior concrete work is pitting, scaling or spalling. |
|---|---|
| Construction Performance Guidelines | Interior concrete surfaces that disintegrate to the extent that aggregate is exposed and loosened under normal conditions of use are deficiencies. |
| Builder/Seller Responsibility | Repair/replace to meet the Construction Performance Guidelines. Where applicable, surface patching is an accepted method of repair. Reinstall or replace any finish flooring material as necessary. |
| Exclusions | None. |
| Deficiency | Efflorescence is present on surface of basement floor. |
| Construction Performance Guidelines | None. No coverage. |
| Builder/Seller Responsibility | None. This is a normal condition. |
| Exclusions | None. |
| Deficiency | Separation of brick or masonry edging from concrete slab or step. |
| Construction Performance Guidelines | It is common for the joint to crack between concrete and masonry due to the dissimilarity of the materials. Cracks in excess of 1/4 inch are a deficiency. |
| Builder/Seller Responsibility | Grout crack fully and reset loose masonry where required. Replacement of masonry material, if required, shall match the existing as closely as possible. |
| Exclusions | None. |
| Deficiency | Settling, heaving or separation of stoops and steps. |
| Construction Performance Guidelines | Stoops and steps that have settled, heaved or separated in excess of 1 inch from home are a deficiency. |
| Builder/Seller Responsibility | Make a reasonable and cost effective effort to meet the Construction Performance Guidelines . |
| Exclusions | None. |
| | |

2.2 CONSTRUCTION AND CONTROL JOINTS

| Deficiency | Separation or movement of concrete slabs within the structure at construction and control joints. |
|---|--|
| Construction Performance Guidelines | None. No coverage. |
| Builder/Seller Responsibility | None. |
| Exclusions | Concrete slabs are designed to move at construction and control joints. Control joints are placed in concrete for the purpose of encouraging cracking to take place at the joints instead of random locations. |

3. MASONRY

3.1 UNIT MASONRY (BRICK, BLOCK AND STONE)

| Deficiency | Cracks in masonry, brick or stone veneer. |
|---|---|
| Construction Performance Guidelines | Small hairline cracks resulting from shrinkage are common in mortar joints of masonry construction. Cracks greater than 1/4 inch in width or are visible from a distance in excess of 20 feet are deficiencies. |
| Builder/Seller Responsibility | Repair cracks that exceed 1/4 inch by tuck pointing and patching. These repairs should be made toward the end of the first year of limited warranty coverage to permit home to stabilize and normal settlement to occur. Builder/Seller is not responsible for color variations between existing and new mortar. |
| Exclusions | None. |



3.1 UNIT MASONRY (BRICK, BLOCK AND STONE) CONTINUED

| Deficiency | Cracks in concrete block basement walls. | |
|---|---|--|
| Construction Performance Guidelines | Small shrinkage cracks that do not affect the structural ability of masonry foundation walls are not unusual. Cracks 1/4 inch or greater inwidth are deficiencies. | |
| Builder/Seller Responsibility | Investigate to determine cause. Builder/Seller shall take the necessary steps to remove the cause and make repairs by pointing and patching, reinforcement or replacement of the defective courses. | |
| Exclusions | None. | |
| Deficiency | Concrete block basement wall is bowed. | |
| _ | Concrete block basement wall is bowed. | |
| Construction Performance Guidelines | Block concrete walls shall not bow in excess of 1 inch in 8 feet when measured from the base to the top of the wall. | |
| Performance | | |

3.2 STUCCO AND CEMENT PLASTER

| Deficiency | Cracking or spalling of stucco and cement plaster. |
|---|---|
| Construction Performance Guidelines | Hairline cracks in stucco or cement plaster are common especially if applied directly to masonry backup. Cracks greater than 1/8 inch in width or spalling of the finish surfaces are deficiencies. |
| Builder/Seller Responsibility | Scrape out cracks and spalled areas, one time only, during the workmanship warranty term. Fill with cement plaster or stucco to match finish and color as close as possible. |
| Exclusions | Builder/Seller is not responsible for failure to match color or texture due to the nature of material. |
| Deficiency | Separation of coating from base on exterior stucco wall. |
| | |
| Construction Performance Guidelines | The coating shall not separate from the base on an exterior stucco wall. |
| Performance | The coating shall not separate from the base on an exterior stucco wall. Repair areas where the coating has separated from the base. |

4. CARPENTRY AND FRAMING

4.1 PLYWOOD AND JOISTS

| Deficiency | Wood subfloor squeaks or seems loose. |
|---|---|
| Construction Performance Guidelines | Loud and objectionable squeaks caused by improper installation or loose subfloor are deficiencies, but a totally squeak-proof floor cannot be guaranteed. |
| Builder/Seller Responsibility | Refasten any loose subfloor or take other corrective action to reduce squeaking to the extent possible within reasonable repair capability, without removing floor and ceiling finishes. |
| Exclusions | Floor squeaks may occur when a subfloor that has come loose from the joists is deflected by the weight of a person and rubs against the nails that hold it in place. Squeaks may also occur when one joist is deflected while the other members remain stationary. The Construction Performance Guidelines require the builder/seller to make a reasonable attempt to eliminate squeaks without requiring removal of floor and ceiling finishes, nailing loose subflooring with casing nails into the carpet surface and countersinking the head is an acceptable practice. |
| Deficiency | Uneven wood framed floors. |
| Construction Performance Guidelines | Wood floors shall not have more than a 1/4 inch ridge or depression within any 32 inch measurement. |
| Builder/Seller Responsibility | Correct or repair to meet the Construction Performance Guidelines. |
| Exclusions | None. |



4.1 PLYWOOD AND JOISTS CONTINUED

| Deficiency | Bowed stud walls or ceitings. |
|---|---|
| Construction Performance Guidelines | All interior and exterior framewalls or ceilings have slight variations on the finish surfaces. Walls or ceilings that are bowed mor than 1/2 inch within a 32 inch horizontal measurement or 1/2 inch within any 8 foot vertical measurement are deficiencies. |
| Builder/Seller Responsibility | Exterior and interior frame walls or ceilings bowed in excess of the allowable standard shall be corrected to meet the allowances of the Construction Performance Guidelines. |
| Exclusions | None. |
| Deficiency | Wood frame walls out of plumb. |
| Construction Performance Guidelines | Wood frame walls that are more than 3/8 inch out of plumb for any 32 inch vertical measurement are a deficiency. |
| Builder/Seller Responsibility | Make necessary repairs to meet the Construction Performance Guidelines . |
| Exclusions | None. |
| Deficiency | Wood beam or post is split. |
| Construction Performance Guidelines | Beams or posts, especially those 2 1/2 inches or greater in thickness, will sometimes split as they dry subsequent to construction Splits exceeding 3/8 inch in width and more than 4 inches in length are deficiencies. |
| Builder/Seller Responsibility | Repair or replace as required. Filling splits is acceptable to have structural members meet the guideline. |
| Exclusions | Some characteristics of drying wood are beyond the control of the builder/seller and cannot be prevented. |
| Deficiency | Exterior sheathing and subflooring that delaminates or swells. |
| Construction Performance Guidelines | Sheathing and subflooring delaminating or swelling on the side that the finish material has been applied is a deficiency. |
| Builder/Seller Responsibility | Repair or replace subflooring or sheathing as required. Replacement of the finish materials, when necessary, shall be done to match the existing finish as closely as possible. |
| Exclusions | None. |
| Deficiency | Wood floor is out of square. |
| Construction Performance Guidelines | The diagonal of a triangle with sides of 12 feet and 16 feet along the edges of the floor shall be 20 feet plus or minus 1/2 inch. |
| Builder/Seller Responsibility | Make necessary modifications to any floor not complying with the Construction Performance Guidelines . |
| Exclusions | None. |

4.2 FINISH CARPENTRY

| Deficiency | Unsatisfactory quality of finished exterior trim and workmanship. |
|---|--|
| Construction Performance Guidelines | Joints in excess of 1/4 inch between exterior trim elements and siding or masonry are deficiencies. In all cases, the exterior trim abutting masonry siding shall be capable of performing its function to exclude the elements. |
| Builder/Seller Responsibility | Repair open joints and touch up finish coating, where required, to match existing as closely as possible. Caulk open joints between dissimilar materials. |
| Exclusions | None. |
| Deficiency | Unsatisfactory quality of finished interior trim and workmanship. |
| Construction Performance Guidelines | Joints between moldings and adjacent surfaces that exceed 1/8 inch in width are deficiencies. |
| Builder/Seller Responsibility | Repair defective joints and touch up finish coating, where required, to match as closely as possible. Caulking is acceptable. |
| Exclusions | None. |



4.2 FINISH CARPENTRY CONTINUED

| Deficiency | Interior trim is split. |
|---|---|
| Construction Performance Guidelines | Splits, cracks and checking greater than 1/8 inch in width are deficiencies. |
| Builder/Seller Responsibility | Repair the affected area to meet the Construction Performance Guidelines, one time only, during the workmanship warranty term. Refinished or replaced areas may not match surrounding surfaces exactly. |
| Exclusions | None. |
| Deficiency | Hammer marks visible on interior trim. |
| Construction Performance Guidelines | Hammer marks on interior trim shall not be readily visible from a distance of 6 feet under normal lighting conditions. |
| Builder/Seller Responsibility | Fill hammer marks and refinish or replace affected trim to meet the Construction Performance Guidelines . Refinished or replaced areas may not match surrounding areas exactly. |
| Exclusions | None. |
| Deficiency | Exposed nail heads in woodwork. |
| Construction Performance Guidelines | Setting nails and filling nail holes are considered part of painting and finishing. After painting or finishing, nails and nail holes shall not be readily visible from a distance of 6 feet under normal lighting conditions. |
| Builder/Seller Responsibility | Fill nail holes, where required, and if necessary touch up paint, stain or varnish to match as closely as possible. |
| Exclusions | Nail holes do not have to be filled where the surface finish is not conducive or so designed to have nail holes filled because of the product. Nail holes in base and trim in unfinished rooms, or closets, do not have to be filled. |

5. THERMAL AND MOISTURE PROTECTION

5.1 WATERPROOFING

| Deficiency | Leaks in basement or in foundation/crawl space. |
|---|--|
| Construction Performance Guidelines | Leaks resulting in actual trickling of water through the walls or seeping through the floor are deficiencies. |
| Builder/Seller Responsibility | Take such action as is necessary to correct basement and crawl space leaks, except where the cause is determined to be the result of your negligence. Where a sump pit has been installed by builder/seller in the affected area, but the sump pump was not contracted for or installed by builder/seller, no action is required until a properly-sized pump is installed by you in an attempt to correct the condition. Should the condition continue to exist, then builder/seller shall take necessary action to correct the problem. |
| Exclusions | Leaks caused by landscaping improperly installed by you, or failure by you to maintain proper grades, are excluded from limited warranty coverage. Dampness in basement and foundation walls or in concrete basement and crawl space floors is often common to new construction and is not a deficiency. |

5.2 INSULATION

| Deficiency | Insufficient insulation. |
|---|---|
| Construction Performance Guidelines | Insulation that is not installed around all habitable areas as required by prevailing building code is a deficiency. |
| Builder/Seller Responsibility | Install insulation of sufficient thickness and characteristics to meet the prevailing building code. In the case of dispute, cost for investigating the sufficiency of insulation and restoring areas to prior condition is to be borne by you if it is found that the standard has been met by builder/seller. |
| Exclusions | None. |



5.2 INSULATION CONTINUED

| Deficiency | Sound transmission between rooms, floor levels, adjoining condominium units in a building or from the street into home. |
|---|---|
| Construction Performance Guidelines | None. No coverage. |
| Builder/Seller Responsibility | None. |
| Exclusions | None. |

5.3 VENTILATION AND MOISTURE CONTROL

| Deficiency | Water accumulates in a crawl space. |
|---|--|
| Construction Performance Guidelines | Crawl spaces should be graded and proper exterior foundation drains installed as required by the prevailing building codes to prevent water from accumulating. Standing water in more than 20 percent of the crawl space or more than 4 inches deep in any contiguous area of 16 square feet, is a deficiency. |
| Builder/Seller Responsibility | Take corrective measures to meet the Construction Performance Guidelines . |
| Exclusions | Builder/Seller is not responsible for water accumulation caused by failure by you to maintain the properly established grades, drainage structures and swales or improper landscaping practices by you. |
| Deficiency | Condensation is evident on the vented crawl space surfaces. |
| Construction Performance Guidelines | Builder/Seller will install the ventilation and vapor barrier required by the prevailing building code. |
| Builder/Seller Responsibility | Take corrective actions to meet the Construction Performance Guidelines . If the crawl space is ventilated as required by applicable building codes, then no corrective action is required. |
| Exclusions | Temporary conditions that cause condensation that cannot be eliminated by ventilation and a vapor barrier. Sealed and conditioned crawl spaces do not require ventilation and are not deficiencies. |
| Deficiency | Inadequate ventilation or moisture control in attics or roofs. |
| Construction Performance Guidelines | Attics or roofs shall have adequate ventilation to remove moisture or other approved method of moisture control. Ventilation or other moisture control methods shall be considered inadequate if there is damage to supporting members or insulation due to moisture accumulation. |
| Builder/Seller Responsibility | Investigate to determine cause and make necessary repairs. Corrective action may include the installation of properly-sized louvers, vents, vapor retarder or other locally-approved method of moisture control. |
| Exclusions | You are responsible for keeping existing vents unobstructed. Locally-approved and properly constructed "hot roof" or other alternative roof designs may not require ventilation and where there is no evidence of moisture damage to supporting members of insulation, are not deficiencies. |
| Deficiency | Attic vents or louvers leak. |
| Construction Performance Guidelines | Atticvents and louvers shall not leak. |
| Builder/Seller Responsibility | Repair or replace the roof vents as necessary to meet the Construction Performance Guidelines . |
| Exclusions | Infiltration of wind-driven rain and snow are not considered leaks and are beyond the control of the builder/seller. |
| Deficiency | Bath or kitchen exhaust fans improperty vented into attic. |
| Construction Performance Guidelines | Bath or kitchen exhaust fans that are vented into attics causing moisture to accumulate, resulting in damage to supporting members or insulation, are deficiencies. |
| Builder/Seller Responsibility | Vent exhaust fans to the outside to correct deficiencies. |
| Exclusions | None. |



5.4 SEALANTS

| Deficiency | Water or air leaks in exterior walls due to inadequate caulking. |
|---|---|
| Construction Performance Guidelines | Joints and cracks in exterior wall surfaces and around openings that are not properly caulked, to exclude the entry of water or excessive drafts, are a deficiency. |
| Builder/Seller Responsibility | Repair and/or caulk joints in exterior wall surfaces. Correct one time only during the workmanship warranty term. |
| Exclusions | You must maintain caulking once the condition is corrected. |

5.5 EXTERIOR SIDING

| Deficiency | Delamination or splitting of exterior siding. |
|---|--|
| Construction Performance Guidelines | Exterior siding that delaminates or splits wider than 1/8 inch and longer than 1 inch are deficiencies. |
| Builder/Seller Responsibility | Repair/replace only the damaged siding. Siding to match the original as closely as possible, however, you should be aware that the new finish may not exactly match the original surface texture or color. |
| Exclusions | Delaminated or split siding due to your actions or neglect, such as delamination caused by sprinkler system repeatedly wetting siding, is not a deficiency. |
| Deficiency | Loose or fallen siding. |
| Construction Performance Guidelines | All siding that is not installed properly, which causes some to come loose or fall off, is a deficiency. |
| Builder/Seller Responsibility | Reinstall or replace siding and make it secure. |
| Exclusions | Loose or fallen siding due to your actions or neglect, such as leaning heavy objects against siding, impact or sprinkler systems repeatedly wetting siding is not a deficiency. |
| Deficiency | Siding is bowed. |
| Construction Performance Guidelines | Bows exceeding 1/2 inch in 32 inches are deficiencies. |
| Builder/Seller Responsibility | Repair bowed siding to meet standard. If replacement of siding is required, builder/seller will match original material as closely a possible. You should be aware that the new finish may not exactly match the original surface texture or color. |
| Exclusions | Bowed siding due to your actions or neglect, such as bowing caused by sprinkler system repeatedly wetting siding is not a deficiency. |
| Deficiency | Aluminum or vinyl siding is bowed or wavy. |
| Construction Performance Guidelines | Some waviness in aluminum or viryl siding is expected. Waves or similar distortions in aluminum or viryl siding are considered excessive only if they exceed 1/2 inch in 32 inches. |
| Builder/Seller Responsibility | Correct any waves or distortions to comply with the Construction Performance Guidelines by reinstalling or replacing siding as necessary. |
| Exclusions | Builder/Seller is not responsible for distorted or melted vinyl siding due to an external heat source, such as a barbeque grill, fire or reflection from glass doors or windows. |
| Deficiency | Exterior siding is faded. |
| Construction Performance Guidelines | Any color siding when exposed to ultraviolet rays of the sun will fade. Panels installed on the same wall, and under the same conditions, should fade at the same approximate rate. |
| Builder/Seller Responsibility | None. |
| Exclusions | Builder/Seller is not responsible for fading siding. You should contact the manufacturer with questions or claims regarding changes in color of exterior siding. Siding that is shaded differently from the rest of thewall, such as under shutters or behind vegetation, may show color and fade variations. |
| | |



5.5 EXTERIOR SIDING CONTINUED

| Deficiency | Exterior siding trim is loose. |
|---|--|
| Construction Performance Guidelines | Trim should not separate from the home by more than 1/4 inch. |
| Builder/Seller Responsibility | Reinstall trim as necessary to meet the Construction Performance Guidelines. |
| Exclusions | Vinyl siding and accessories should not be caulked in most circumstances, as caulking could impact the product's contraction and expansion characteristics. |
| Deficiency | Nails have stained siding. |
| Construction Performance Guidelines | Nail stains exceeding 1/2 inch in length and visible from a distance of 20 feet are deficiencies. |
| Builder/Seller Responsibility | Correct by either removing stains, painting or staining the affected area, matching color and finish as closely as possible. Where paint or stain touch up affects the majority of the wall surface, the whole area shall be refinished. |
| Exclusions | "Natural weathering" or semitransparent stains are excluded from coverage. |

5.6 ROOFING

| Deficiency | Roof shingles have blown off. |
|---|--|
| Construction Performance Guidelines | Shingles shall not blow off in winds less than the manufacturer's standards or specifications. |
| Builder/Seller Responsibility | Replace shingles that blow off in winds less than the manufacturer's standards or specifications only if improper installation is shown to be the cause. |
| Exclusions | Shingles that blow offin winds less than the manufacturer's standards, or specifications due to a manufacturing defect in the shingles, are the manufacturer's responsibility. Shingles that blow offin hurricanes, tornadoes, hailstorms orwinds, including gusts greater than 60 miles per hour, are not deficiencies. You should consult the shingle manufacturer's warranty for specifications, standards and manufacturer's warranty responsibility if shingles blow offin higher wind speeds. |
| Deficiency | Defective shingles. |
| Construction Performance Guidelines | None. No coverage. |
| Builder/Seller Responsibility | None. |
| Exclusions | Manufacturing defects in shingles are not covered under the limited warranty. You should consult the shingle manufacturer's warranty for specifications, standards and manufacturer's warranty responsibility. |
| Deficiency | Standing water on built-up roofs. |
| Construction Performance Guidelines | Water shall drain from a flat or low pitched roof within 24 hours of a rainfall. |
| Builder/Seller Responsibility | Take corrective action to assure proper drainage of the roof. |
| Exclusions | Minor ponding or standing of water is not considered a deficiency. |

5.7 SHEET METAL

| Deficiency | Gutters and downspouts leak. |
|---|--|
| Construction Performance Guidelines | Gutters and downspouts that leak are deficiencies. |
| Builder/Seller Responsibility | Repair leaks in gutters and downspouts. |
| Exclusions | None. |



5.7 SHEET METAL CONTINUED

| Deficiency | Water remains in gutters after rain. |
|---|---|
| Construction Performance Guidelines | Small amounts of water may remain in some sections of the gutter for a short time after a rain. Standing water in gutters shall not exceed 1/2 inch in depth. |
| Builder/Seller Responsibility | Repair gutters to assure proper drainage. |
| Exclusions | You are responsible for keeping gutters and downspouts free from debris that would obstruct drainage. |

6. DOORS AND WINDOWS

6.1 DOORS: INTERIOR AND EXTERIOR

| Interior and exterior doors that warp, so as to prevent normal closing and fit are deficiencies. The maximum allowable warpage of an interior door is 1/4 inch when measured from corner to corner. |
|--|
| Repair or replace as may be required. New doors to be refinished to match the original as closely as possible. |
| None. |
| Door binds against jamb, head of doorframe or does not lock. |
| Passage doors that do not open and close freely without binding against the doorframe are deficiencies. Lock bolt is to fit the keeper to maintain a closed position. |
| Adjust door and keeper to operate freely. |
| Wood doors may stick during occasional periods of high humidity. |
| Door panels shrink and expose bare wood. |
| None. No coverage. |
| None. |
| Door panels will shrink due to the nature of the material, exposing bare wood at the edges and are not deficiencies. |
| Door panels split. |
| Door panels that have split to allow light to be visible through the door are deficiencies. |
| If light is visible, fill crack and finish panel to match as closely as possible. Correct one time only during the workmanship warranty term. |
| None. |
| Bottom of doors drag on carpet surface. |
| Where it is understood by builder/seller and you that carpet is planned to be installed as floor finish by builder/seller , the bottom of the doors dragging on the carpet are deficiencies. |
| Undercut doors as required. |
| Where carpet selected by you has excessively high pile, you are responsible for any additional door undercutting. |
| I I I I I I I I I I I I I I I I I I I |



6.1 DOORS: INTERIOR AND EXTERIOR CONTINUED

| Deficiency | Excessive opening at the bottom of interior doors. |
|---|--|
| Construction Performance Guidelines | Passage doors from room to room that have openings between the bottom of the door and the floor finish material in excess of 1 1/2 inches are deficiencies. Closet doors having an opening in excess of 2 inches are deficiencies. |
| Builder/Seller Responsibility | Make necessary adjustment or replace door to meet the required tolerance. |
| Exclusions | None. |

6.2 GARAGE DOORS

| Deficiency | Garage door fails to operate or fit property. |
|---|--|
| Construction Performance Guidelines | Garage door fails to operate, or garage doors that do not operate and fit the door opening within the manufacturer's installation tolerances, are deficiencies. Some entrance of the elements can be expected under heavy weather conditions and is not considered a deficiency. |
| Builder/Seller Responsibility | Make necessary adjustments to meet the manufacturer's installation tolerances. |
| Exclusions | No adjustment is required when cause is determined to result from anyone but builder/seller's, or builder/seller's subcontractors', installation of an electric door opener. |

6.3 WOOD, PLASTIC AND METAL WINDOWS: INTERIOR AND EXTERIOR

| Deficiency | Window is difficult to open or close. |
|---|--|
| Construction Performance Guidelines | Windows should require no greater operating force than that described in the manufacturer's specifications. |
| Builder/Seller Responsibility | Correct or repair as required to meet manufacturer's specifications. |
| Exclusions | None. |
| Deficiency | Double hung windows do not stay in place when open. |
| Construction Performance Guidelines | Double hung windows are permitted to move within a 2 inch tolerance, up or down when put in an open position. Any excessive movement exceeding the tolerance is a deficiency. |
| Builder/Seller Responsibility | Adjust sash balances one time only during the workmanship warranty term. Where possible, builder/seller will instruct you on the method of adjustment for future repair. |
| Exclusions | None. |
| Deficiency | Condensation or frost on window frames and glass. |
| Construction Performance Guidelines | None. No coverage. |
| Builder/Seller Responsibility | None. |
| Exclusions | Window glass and frames will collect condensation on the frame and glass surface when humidity and temperature differences are present. Condensation is usually the result of temperature/humidity conditions in the home. |

6.4 HARDWARE

| Deficiency | A doorknob, deadbolt or lockset does not operate smoothly. |
|---|---|
| Construction Performance Guidelines | A doorknob, deadbolt or lockset should not stick or bind during operation. |
| Builder/Seller Responsibility | Adjust, repair or replace knobs that are not damaged by abuse, one time only, during the workmanship warranty term. |
| Exclusions | None. |



6.5 STORM DOORS, WINDOWS AND SCREENS

| Deficiency | Storm doors, windows and screens do not operate or fit property. |
|---|---|
| Construction Performance Guidelines | Storm doors, windows and screens, when installed, that do not operate or fit properly to provide the protection for which they are intended, are considered deficiencies. |
| Builder/Seller Responsibility | Make necessary adjustments for proper fit and operation. Replace when adjustment cannot be made. |
| Exclusions | Missing screens, rips or gouges in the screen mesh. |

6.6 WEATHER-STRIPPING AND SEALS

| Deficiency | Drafts around doors and windows. |
|---|---|
| Construction Performance Guidelines | Some infiltration is usually noticeable around doors and windows, especially during high winds. No daylight shall be visible around frame when window or exterior door is closed. |
| Builder/Seller Responsibility | Repair to meet Construction Performance Guidelines. |
| Exclusions | In high wind areas, you may need to have storm windows and doors installed to eliminate drafts. |

6.7 GLASS AND GLAZING

| Deficiency | Clouding and condensation on inside surfaces of insulated glass. |
|---|---|
| Construction Performance Guidelines | Insulated glass that clouds up, or has condensation on the inside surfaces of the glass, is a deficiency. |
| Builder/Seller Responsibility | Replace glass in accordance with window and glass manufacturer's requirements. |
| Exclusions | Glass breakage. |
| Deficiency | Glass surfaces are scratched. |
| Construction Performance Guidelines | Glass surfaces should not have scratches visible from 10 feet under normal conditions. |
| Builder/Seller Responsibility | Repair or replace any scratched surfaces. |
| Exclusions | Scratches in glass must be reported prior to occupancy. Builder/Seller is not responsible for scratches in glass reported after occupancy. |

7. FINISHES

7.1 LATH AND PLASTER

| Deficiency | Cracks in plaster wall and ceiling surfaces. |
|---|---|
| Construction Performance Guidelines | Hairline cracks are not unusual. Cracks in plaster wall and ceiling surfaces exceeding 1/16 inch in width are deficiencies. |
| Builder/Seller Responsibility | Repair cracks that are greater than 1/16 inch in width, and touch up paint to match as closely as possible, one time only. Such conditions should be reported near the end of the first year of limited warranty coverage to allow for normal settlement in home. |
| Exclusions | None. |



7.2 DRYWALL

| Deficiency | Drywall cracks. |
|---|---|
| Construction Performance Guidelines | Hairline cracks are not unusual. Cracks in interior gy psum board, or other drywall materials exceeding 1/16 inch in width, are deficiencies. |
| Builder/Seller Responsibility | Repair cracks that are greater than 1/16 inch in width and touch up paint to match as closely as possible, one time only. Such conditions should be reported near the end of the first year of limited warranty coverage to allow for normal settlement in home. |
| Exclusions | None. |
| Deficiency | Nail pops, blisters or other blemishes are visible on finished wall or ceiling. |
| Construction Performance Guidelines | Nail pops and blisters that are readily visible from a distance of 6 feet under normal lighting conditions are deficiencies. |
| Builder/Seller Responsibility | Repair such blemishes, and touch up paint to match as closely as possible, one time only. Such conditions should be reported near the end of the first year of limited warranty coverage to allow for normal settlement of the home. |
| Exclusions | Depressions or slight mounds at nail heads. Builder/Seller is not responsible for nail pops or blisters that are not visible, such as those covered by wallpaper. |
| Deficiency | Cracked corner bead, excess joint compound, trowel marks or blisters in tape joints. |
| Construction Performance Guidelines | Cracked or exposed corner bead, excessive joint compound, trowel marks or blisters in drywall tape, are deficiencies. |
| Builder/Seller Responsibility | Repair to meet Construction Performance Guidelines , and touch up paint to match as closely as possible, one time only. Such conditions should be reported near the end of the first year of limited warranty coverage to allow for normal settlement of the home. |
| Exclusions | None. |

7.3 HARD SURFACES

| Deficiency | Flagstone, marble, quarry tile, slate or other hard surface flooring is broken or loose. |
|---|---|
| beliciency | ragstone, marble, quarry tite, state of other hard surface flooring is broken of toose. |
| Construction Performance Guidelines | Tile, flagstone or similar hard-surfaced sanitary flooring that cracks or becomes loose is a deficiency. Subfloor and wallboard are required to be structurally sound, rigid and suitable to receive finish. |
| Builder/Seller Responsibility | Replace cracked tiles, marble or stone and resecure loose tiles, marble or stone flooring. |
| Exclusions | Cracking and loosening of flooring caused by your negligence is not a deficiency. Builder/Seller is not responsible for color and pattern variations or discontinued patterns of the manufacturer. |
| Deficiency | Cracks appear in grouting of ceramic tile joints, or at junctions with other material, such as a bathtub, shower or countertop. |
| Construction Performance Guidelines | Cracks in grouting of ceramic tile joints in excess of 1/16 inch are deficiencies. Regrouting of these cracks is your maintenance responsibility after the builder/seller has regrouted once. |
| Builder/Seller Responsibility | Repair grouting as necessary, one time only, during the workmanship warranty term. The use of an elastic substance such as grout caulk, at junctures between tile and other materials, is often more effective than grout and is considered an acceptable method of repair. |
| Exclusions | Open cracks or loose grouting, where the wall surface abuts the flashing lip at a tub, shower basin or countertop are considered your maintenance responsibility and any resultant damage to other finish surfaces due to leaks, etc. are not considered deficiencies. |



7.4 RESILIENT FLOORING

| Deficiency | Nail pops appear on the surface of resilient flooring. |
|---|---|
| Construction Performance Guidelines | Readily apparent nail pops are deficiencies. |
| Builder/Seller Responsibility | Correct nail pops that have caused damage to the floor material, and repair or replace damaged floor covering in the affected area. Builder/Seller is not responsible for color and pattern variations or discontinued patterns of the manufacturer. |
| Exclusions | None. |
| Deficiency | Depressions or ridges appear in the resilient flooring due to subfloor irregularities. |
| Construction Performance Guidelines | Readily apparent depressions or ridges exceeding 1/8 inch are a deficiency. The ridge or depression measurement is taken as the gap created at one end of a 6 inch straight edge placed over the depression or ridge with 3 inches on one side of the deficiency held tightly to the floor. |
| Builder/Seller Responsibility | Take required action to bring the deficiency within acceptable tolerances, so as to not be readily visible. Builder/Seller is not responsible for discontinued patterns or color variations in the floor covering, your neglect or abuse or installations performed by others. |
| Exclusions | None. |
| Deficiency | Resilient flooring or base loses adhesion. |
| Construction Performance Guidelines | Resilient flooring or base that lifts, bubbles or becomes unglued is a deficiency. |
| Builder/Seller Responsibility | Repair or replace resilient flooring or base as required. Builder/Seller is not responsible for discontinued patterns or color variations. |
| Exclusions | None. |
| Deficiency | Seams or shrinkage gaps show at resilient flooring joints. |
| Construction Performance Guidelines | Gaps in excess of 1/32 inch in width in resilient floor covering joints are deficiencies. Where dissimilar materials abut, a gap in excess of 1/16 inch is a deficiency. |
| Builder/Seller | Repair or replace the resilient flooring to meet the Construction Performance Guidelines. Builder/Seller is not responsible for |
| Responsibility | discontinued patterns or color variations of floor covering. Proper repair can be affected by sealing gap with seam sealer. |

7.5 HARDWOOD OR LAMINATE FLOORING

| Deficiency | Cupping, open joints or separations in wood and laminate flooring. |
|---|--|
| Construction Performance Guidelines | Open joints or separations between floorboards of finished flooring shall not exceed 1/8 inch in width. Cups in strip floorboards shall not exceed 1/16 inch in height in a 3 inch maximum distance, when measured perpendicular to the length of the board. |
| Builder/Seller Responsibility | Determine the cause and if the result of a deficiency in workmanship or material, correct one time only. For repairable deficiencies, repair cracks by filling and refinishing to match the wood surface as closely as possible. For non-repairable deficiencies, replace and finish affected area to match remaining flooring as closely as possible. |
| Exclusions | Hardwood floors are subject to shrinkage and swell, due to seasonal variations in the humidity level of home. While boards may be installed tight together, gaps or separations may appear during heating seasons or periods of low humidity. Gaps or separations that close during non-heating seasons are not considered deficiencies. You should be familiar with the recommended care and maintenance requirements of your wood floor. Repeated wetting and drying, orwet mopping may damagewood or laminate finishes. Dimples or scratches can be caused by moving furniture or dropping heavy objects, and certain high heel style shoes may cause indentations. These conditions are not covered by the limited warranty. |



7.6 PAINTING

| Deficiency | Knot and wood stains appear through paint on exterior. |
|---|--|
| Construction Performance Guidelines | Excessive knot and wood stains that bleed through the paint are considered deficiencies. |
| Builder/Seller Responsibility | Seal affected areas where excessive bleeding of knots and stains appear, one time only, during the workmanship warranty term. Touch up paint to match as closely as possible. |
| Exclusions | None. |
| Deficiency | Exterior paint or stain peels or deteriorates. |
| Construction Performance Guidelines | Exterior paints or stains that peel or deteriorate during the first year are deficiencies. |
| Builder/Seller Responsibility | Properly prepare and refinish affected areas, matching color as closely as possible. Where finish repairs affect the majority of the surface areas, the whole area should be refinished. The limited warranty on the newly repainted surfaces will not extend beyond the original warranty term. |
| Exclusions | Fading, however, is normal and subject to the orientation of painted surfaces to the climactic conditions that may prevail in the area. Fading is not a deficiency. |
| Deficiency | Painting required as corollary repair because of other work. |
| Construction Performance Guidelines | Necessary repair of a painted surface under this limited warranty is to be refinished to match surrounding areas as closely as possible. |
| Builder/Seller Responsibility | Refinish repaired areas to meet the standard as required. |
| Exclusions | None. |
| Deficiency | Mildew or fungus forms on painted or factory-finished surfaces. |
| Construction Performance Guidelines | None. No coverage. |
| Builder/Seller Responsibility | None. |
| Exclusions | Mildew or fungus that forms on a painted or factory-finished surface when the surface is subject to various exposures (e.g. ocean lake, riverfront, heavily wooded areas or mountains) is not a deficiency. |
| Deficiency | Deterioration of varnish or lacquer finishes. |
| Construction Performance Guidelines | Natural finish on interior woodwork that deteriorates during the workmanship warranty term is a deficiency. |
| Builder/Seller Responsibility | Refinish affected areas of natural-finished interior woodwork, matching the color as closely as possible. |
| Exclusions | Varnish-type finishes used on exterior surfaces will deteriorate rapidly and are not covered by the limited warranty. |
| Deficiency | Interior paint coverage. |
| Construction Performance Guidelines | Wall, ceiling and trim surfaces that are painted shall not show through new paint when viewed from a distance of 6 feet under normal lighting conditions. |
| Builder/Seller Responsibility | Repaint wall, ceiling or trim surfaces where inadequate paint has been applied, one time only. Where the majority of the wall or ceiling surface is affected, the entire area will be painted from breakline to breakline. Builder/Seller is not required to repaint are entire room unless all walls and ceiling have been affected. |
| | |



7.6 PAINTING CONTINUED

| Deficiency | Paint splatters and smears on finish surfaces. |
|---|---|
| Construction Performance Guidelines | Paint splatters on walls, woodwork or other surfaces that are excessive, shall not be readily visible when viewed from a distance of 6 feet under normal lighting conditions. |
| Builder/Seller Responsibility | $Remove\ paintsplatters\ without\ affecting\ the\ finish\ of\ the\ material\ or\ replace\ the\ damaged\ surface\ if\ paint\ cannot\ be\ removed.$ |
| Exclusions | Minor paint splatter and smears on impervious surfaces that can be easily removed by normal cleaning methods are considered to be your maintenance and are not deficiencies. |

7.7 WALLCOVERING

| Deficiency | Peeling of wallcovering installed by builder/seller. |
|---|--|
| Construction Performance Guidelines | Peeling of wall covering is a deficiency unless it is due to your abuse or negligence. |
| Builder/Seller Responsibility | Repair or replace defective wallcovering. |
| Exclusions | Wallpaper applied in high moisture areas is exempt because the problem results from conditions beyond the builder/seller's control. |
| Deficiency | Pattern in wallcovering is mismatched at the edges. |
| Construction Performance Guidelines | Pattern in wallcovering shall match at the edges. |
| Builder/Seller Responsibility | Remove mismatched wallcovering and replace. Builder/Seller is not responsible for discontinued or variations in color. |
| Exclusions | Defects in the wallcovering patterns are the manufacturer's responsibility and excluded from limited warranty coverage. |
| Deficiency | Lumps and ridges and nail pops in wallboard that appear after the homeowner has wallcovering installed by others. |
| Construction Performance Guidelines | None. No coverage. |
| Builder/Seller Responsibility | None. |
| Exclusions | You shall ensure that the surface to receive wallcovering is suitable and assume full responsibility should lumps, ridges and nail pops occur at a later date. |

7.8 CARPETING

| Deficiency | Carpet does not meet at the seams. |
|---|---|
| Construction Performance Guidelines | It is not unusual for carpet seams to show. However, a visible gap or overlapping at the seam due to improper installation is a deficiency. |
| Builder/Seller Responsibility | Correct to eliminate visible gap or overlapping at the seam. |
| Exclusions | Carpet material is not covered under the warranty. |
| Deficiency | Color variations in carpet. |
| Construction Performance Guidelines | None. No coverage. |
| Builder/Seller Responsibility | None. |
| Exclusions | Colors may vary by dye lot and from one end to another in the same roll. Side to side shading may show at most if not all seams, even where the same dye lot is used. Carpet material is not covered under the limited warranty. You should consult carpet manufacturer's warranty for specifications, standards and manufacturer's warranty responsibility for color variations. |



7.8 CARPETING CONTINUED

| Deficiency | Carpet loosens or the carpet stretches. |
|---|---|
| Construction Performance Guidelines | When stretched and secured properly, wall-to-wall carpet installed as the primary floor covering shall not come up, loosen or separate from the points of attachment. |
| Builder/Seller Responsibility | Restretch or resecure carpet to meet Construction Performance Guidelines, one time only, during the workmanship warranty term. |
| Exclusions | None. |

8. SPECIALTIES

8.1 FIREPLACES

| Deficiency | Fireplace or chimney does not draw properly, causing smoke to enter home. |
|---|--|
| Construction Performance Guidelines | A properly designed and constructed fireplace or chimney shall function correctly. High winds can cause temporary negative or down drafts. Negative drafts can also be caused by obstructions, such as tree branches, steep hillsides, adjoining homes and interior furnaces. In some cases, it may be necessary to open a window slightly to create an effective draft. Since negative draft conditions could be temporary, it is necessary for you to substantiate the problems to the builder/seller by constructing a fire so the condition can be observed. |
| Builder/Seller Responsibility | When it is determined that the malfunction is based upon improper construction of the fireplace, the builder/seller shall take the necessary steps to correct the problem, one time only, during the workmanship warranty term. |
| Exclusions | When it is determined that the fireplace is properly designed and constructed, but still malfunctions due to natural causes beyond builder/seller's control, builder/seller is not responsible. |
| Deficiency | Chimney separation from structure to which it is attached. |
| Construction Performance Guidelines | Newly built fireplaces will often incur slight amounts of separation. Separation that exceeds 1/2 inch from the main structure in any 10 footvertical measurement is a deficiency. |
| Builder/Seller Responsibility | Builder/Seller shall correct. Caulking or grouting is acceptable, unless the cause of the separation is due to structural failure of the chimney foundation. In that case, caulking is unacceptable. |
| Exclusions | None. |
| Deficiency | Cracks in masonry hearth or facing. |
| Construction Performance Guidelines | Small hairline cracks in mortar joints resulting from shrinkage are not unusual. Heat and flames from normal fires can cause cracking. |
| Builder/Seller Responsibility | None. |
| Exclusions | Heat and flames from normal fires can cause cracking of firebrick and mortar joints. This should be expected and is not covered. |

9. CABINETS, VANITIES AND COUNTERTOPS

9.1 KITCHEN CABINETS AND VANITIES

| Deficiency | Kitchen and vanity cabinet doors and drawers bind. |
|---|--|
| Construction Performance Guidelines | Cabinet doors and drawers shall open and close with reasonable ease. |
| Builder/Seller Responsibility | Adjust or replace doors and drawers as necessary to meet Construction Performance Guidelines . |
| Exclusions | None. |
| Deficiency | Warping of kitchen and vanity cabinet doors and drawer fronts. |
| Construction Performance Guidelines | Warpage that exceeds 1/4 inch as measured from the face of the cabinet frame to the furthermost point of warpage on the drawer or door front in a closed position is a deficiency. |
| Builder/Seller Responsibility | Correct or replace door or drawer front as required. |
| Exclusions | None. |



9.1 KITCHEN CABINETS AND VANITIES CONTINUED

| Deficiency | Gaps between cabinets, ceiling and walls. |
|---|---|
| Construction Performance Guidelines | Countertops, splash boards, base and wall cabinets are to be securely mounted. Gaps in excess of 1/4 inch between wall and ceiling surfaces are a deficiency. |
| Builder/Seller Responsibility | Make necessary adjustments of cabinets and countertop or close gap by means of molding, or other acceptable means, suitable to match the cabinet or countertop finish as closely as possible. |
| Exclusions | None. |

9.2 COUNTERTOPS

| Deficiency | Surface cracks and delaminations in high-pressure laminates of vanity and kitchen cabinet countertops. |
|---|--|
| Construction Performance Guidelines | Countertops fabricated with high-pressure laminate coverings that delaminate or have surface cracks exceeding 1/16 inch or joints exceeding 1/16 inch between sheets are deficiencies. |
| Builder/Seller Responsibility | Repair or replace laminated surface covering having cracks or joints exceeding the allowable width. |
| Exclusions | You should refrain from leaving any liquids near the countertop seams or allowing the surface to become excessively hot. |
| Deficiency | Granite, marble, stone or solid surface countertop is cracked. |
| Construction Performance Guidelines | Cracks greater than 1/32 inch are considered excessive. |
| Builder/Seller Responsibility | Repair or replace the countertop if the crack is the result of faulty installation or product. Patching is an acceptable repair. |
| Exclusions | Cracks must be noted during the original walk through or orientation. Builder/Seller is not responsible for cracks after the completion of your home. |
| Deficiency | Granite, marble, stone or solid surface countertop has texture or color variations. |
| Construction Performance Guidelines | Color variations in natural surface products are acceptable. Solid surface variations in texture and color may be covered by the manufacturer's warranty. |
| Builder/Seller Responsibility | None. |
| Exclusions | None. |
| Deficiency | Granite, marble, stone or solid surface countertop is chipped. |
| Construction Performance Guidelines | Chips greater than 1/32 inch are considered excessive. |
| Builder/Seller Responsibility | Repair or replace affected areas to meet the Construction Performance Guidelines . The use of an appropriate filler is an acceptable repair. |
| Exclusions | Chips must be noted during the original walk through or orientation. Builder/Seller is not responsible for chips after the completion of your home. |
| Deficiency | Granite, marble, stone or solid surface countertop has visible seams. |
| Construction Performance Guidelines | Seams may be visible and especially noticeable within certain countertop materials and darker finishes. |
| Builder/Seller Responsibility | None. |
| Exclusions | None. |



9.2 COUNTERTOPS CONTINUED

| Deficiency | Granite, marble, stone or solid surface countertop has excessive lippage between sections. |
|---|--|
| Construction Performance Guidelines | Lippage greater than 1/32 inch is considered excessive. |
| Builder/Seller Responsibility | Repair or replace the countertop to meet the Construction Performance Guidelines . |
| Exclusions | None. |

10. MECHANICAL

10.1 PLUMBING

| Deficiency | Faucet orvalve leak. |
|---|---|
| Construction Performance Guidelines | A faucet orvalve leak due to material or workmanship is a deficiency. |
| Builder/Seller Responsibility | Repair or replace the leaking faucet or valve. |
| Exclusions | Leakage caused by worn or defective washers or seals is your maintenance responsibility. |
| Deficiency | Defective plumbing fixtures, appliances or trim fittings. |
| Construction Performance Guidelines | Fix tures, appliances or fittings shall comply with their manufacturer's standards as to use and operation. |
| Builder/Seller Responsibility | None. |
| Exclusions | Defective plumbing fixtures, appliances and trim fittings are covered under their manufacturer's warranty. |
| Deficiency | Water flows outside a bathtub or shower. |
| Construction Performance Guidelines | Bathtubs and showers should be installed properly according to the manufacturer's guidelines. |
| Builder/Seller Responsibility | Repair bathtub or shower leak as necessary to meet the Construction Performance Guidelines . Proper repair can be achieved by sealing areas around bathtubs and showers. |
| Exclusions | Builder/Seller is not responsible for leaks related to the use of curtains in bathtubs and showers and for leaks associated with bathtubs and shower doors that have been properly installed. Over time, tub and shower seals may leak because of daily wear and tear and exposure to moisture. You are responsible for maintaining the caulk, shower door sweep and other seals. |

10.2 WATER SUPPLY

| Deficiency | Staining of plumbing fixtures due to high iron, manganese or other mineral content in water. |
|---|---|
| Construction Performance Guidelines | None. No coverage. |
| Builder/Seller Responsibility | None. High iron and manganese content in the water supply system will cause staining of plumbing fixtures. |
| Exclusions | Maintenance and treatment of the water is your responsibility. |
| Deficiency | Noisy water pipes. |
| Construction Performance Guidelines | Some noise can be expected from the water pipe system due to the flow of water. However, the supply pipes should not make the pounding noise called "water hammer." |
| Builder/Seller Responsibility | Correct to eliminate "water hammer." |
| Exclusions | Noises due to water flow and pipe expansion are not considered deficiencies. |



10.3 HEATING AND AIR CONDITIONING

| Deficiency | Inadequate heat. |
|---|--|
| Construction Performance Guidelines | A heating system shall be capable of producing an inside temperature of at least 70 degrees Fahrenheit (F) as measured in the center of the room at a height of 5 feet above the floor, under local outdoor winter design conditions. NOTE FOR HEATING: There may be periods when the outdoor temperature falls below the design temperature, thereby lowering the temperature in home. |
| Builder/Seller Responsibility | Correct heating system as required to provide the required temperatures if a deficiency exists. |
| Exclusions | Orientation of home and location of room will also provide a temperature differential, especially when the heating system is controlled by a single thermostat for one or more floor levels. You are responsible for balancing damper and registers and for making other necessary minor adjustments. |
| Deficiency | Inadequate cooling. |
| Construction Performance Guidelines | When air conditioning is provided, the cooling system is to be capable of maintaining a temperature of 78 degrees Fahrenheit (F) as measured in the center of each room at height of 5 feet above the floor, under local outdoor summer design conditions. NOTE FOR AIR CONDITIONING: In the case of outside temperatures exceeding 95 degrees Fahrenheit (F), the system shall keep the inside temperature 15 degrees Fahrenheit (F) cooler than the outside temperature. National, state or local requirements shall supersede this guideline where such requirements have been adopted by the local governing agency. |
| Builder/Seller Responsibility | Correct cooling system to meet the Construction Performance Guidelines during the workmanship warranty term. |
| Exclusions | Orientation of home and location of room will also provide a temperature differential, especially when the air conditioning system is controlled by a single thermostat for one or more levels. You are responsible for balancing dampers and registers and fo making other necessary minor adjustments. |
| Deficiency | Ductwork and heating piping not insulated in uninsulated area. |
| Construction Performance Guidelines | Ductwork and heating pipes that are run in uninsulated crawl spaces, garages or attics are to be insulated. Basements are not "uninsulated areas" and no insulation is required. |
| Builder/Seller Responsibility | Install required insulation. |
| Exclusions | None. |
| Deficiency | Condensate lines clog up. |
| Construction Performance Guidelines | None. No coverage. |
| Builder/Seller Responsibility | Provide clean and unobstructed lines on effective date of warranty. |
| Exclusions | Condensate lines will clog under normal conditions. You are responsible for continued operation of drain lines. |
| Deficiency | Improper mechanical operation of evaporative cooling system. |
| Construction Performance Guidelines | Equipment that does not function properly at temperature standard set is a deficiency. |
| Builder/Seller Responsibility | Correct and adjust so that blower and water system operate as designed. |
| Exclusions | None. |
| Deficiency | Ductwork makes noises. |
| Construction Performance Guidelines | None. No coverage. |
| Builder/Seller Responsibility | None. |
| Exclusions | When metal is heated, it expands, and when cooled, it contracts. The resulting "ticking" or "crackling" sounds generally are to be expected and are not deficiencies. |



10.3 HEATING AND AIR CONDITIONING CONTINUED

| Deficiency | Ductwork makes excessively loud noises known as "oil canning." |
|---|--|
| Construction Performance Guidelines | The stiffening of the ductwork and the gauge of metal used shall be such that ducts do not "oil can." The booming noise caused by "oil canning" is a deficiency. |
| Builder/Seller Responsibility | Take the necessary steps to eliminate noise caused by "oil canning." |
| Exclusions | None. |

11. ELECTRICAL COMPONENTS

11.1 SWITCHES AND RECEPTACLES

| Deficiency | Fuses blow or circuit breakers kick out. |
|---|---|
| Construction Performance Guidelines | Fuses and circuit breakers that deactivate under normal usage, when reset or replaced, are deficiencies during the workmanship warranty term. |
| Builder/Seller Responsibility | Check all wiring and replace wiring or breaker if it does not perform adequately or is defective. |
| Exclusions | None. |
| Deficiency | Drafts from electrical outlets. |
| Construction Performance Guidelines | None. No coverage. |
| Builder/Seller Responsibility | None. |
| Exclusions | The electrical junction box on exterior walls may produce a slight air flow, whereby the cold air can be drawn through the outlet into a room. This problem is normal in new home construction. |
| Deficiency | Malfunction of electrical outlets, switches or fixtures. |
| Construction Performance Guidelines | All outlets, switches and fixtures that do not operate as intended are considered deficiencies only during theworkmanship warranty term. |
| Builder/Seller Responsibility | Repair or replace defective outlets, switches and fixtures. |
| Exclusions | None. |
| Deficiency | Light fixture tarnishes. |
| Construction Performance Guidelines | None. No coverage. |
| Builder/Seller Responsibility | None. |
| Exclusions | Finishes on light fixtures may be covered under their manufacturer's warranty. |

11.2 SERVICE AND DISTRIBUTION

| Deficiency | Ground fault interrupter trips frequently. |
|---|---|
| Construction Performance Guidelines | Ground fault interrupters are sensitive safety devices installed into the electrical system to provide protection against electrical shock. These devices are sensitive and can be tripped very easily. Ground fault outlets that do not operate as intended are considered deficiencies. |
| Builder/Seller Responsibility | Replace defective devices. |
| Exclusions | None. |



11.3 CABLE, TELEPHONE AND ETHERNET

| Deficiency | Wiring or outlets for cable television, telephone or Ethernet are not functioning. |
|---|---|
| Construction Performance Guidelines | Wiring or outlets for cable television, telephone, Ethernet or other services shall function properly when installed in accordance with the prevailing code and applicable manufacturer's specifications. |
| Builder/Seller Responsibility | Take corrective action to meet the Construction Performance Guidelines . |
| Exclusions | Builder/Seller is not responsible for the failure of wiring or other utility service connectors or conduits that begin before the point at which the service enters the home. |

2. HOMEOWNER MAINTENANCE OBLIGATIONS

Your home has been built with natural and modern manufactured materials. It will require regular preventive maintenance by you to preserve its beauty and value. An understanding of how to care for each feature in your home will help prevent costly repairs and replacements later.

The features and systems in your home require routine maintenance. Casa Fresca is not responsible for damage, deterioration, or destruction of items due to improper or inadequate maintenance by the homeowner.

Preventive maintenance on your home should begin when you move in. Read the following sections of this Manual to become familiar with the procedures for maintenance. The sections provide an overview of the features and materials in your home. Please study each section carefully so that you become familiar with the routine maintenance that your home requires. Some of the items may not apply to your particular home.

The care and maintenance information and obligations set forth in this section and elsewhere in this Manual are not exclusive nor all inclusive. Various products and materials incorporated into your home have maintenance guidelines published by their manufacturers, which have been provided to you. In addition, your home could have features or items that are not listed in this Manual. If you have questions, please contact your Quality Assurance Representative.

The following pages have important facts about your home, the materials that were used in construction and other details that will enhance your knowledge of the home. This information is provided for your convenience and is not intended to supersede or replace the information that was included in your purchase documents. Some of the following items may not apply to your home. The Quality Assurance Department is your best source of additional information about your home.

2.1 Appliances

Appliances are warranted by their manufacturers ONLY, and are based on the guidelines within the terms and conditions of the written warranties supplied by the manufacturers. These warranties as well as any maintenance and preventative care procedures provided by the manufacturer have been provided to you along with the purchase of your new Casa Fresca home and they should be read thoroughly and completely and stored in a convenient place for future reference. Some additional information about appliances may be found in the "Electrical" and/or "Plumbing" sections of this Manual.

- A. Fill out, and mail in any and all warranty cards found in your new home or provided to you at your new home orientation.
- B. If a problem arises with any of these appliances, please call the customer care number listed with the manufacturer's warranty information to schedule any service. When calling to report any problems, please be prepared to provide the following information:
 - Date of purchase (closing date of your Casa Fresca home)

- Serial numbers and/or model numbers (usually found inside the appliance, or on the back)
- o A complete description of the problem or symptom
- C. Black "glass" panels on appliances are usually plastic and should only be cleaned with mild detergent and water. Abrasive cleaners may damage this surface and should not be used.

2.2 Arc Fault Circuit Interrupter (AFCI) Devices

During your New Home Orientation, the Casa Fresca Representative will point out the breaker location of the arc fault circuit interrupter devices (AFCI outlets) in the main electrical panel. Each wall outlet in every bedroom is protected by an AFCI to mitigate against most arcing conditions as might be created by older appliances such as vacuum cleaners, etc. For instance, some older motors may create internal sparks while running which could trip the AFCI.

Conventional circuit breakers only respond to overloads and short circuits so they do not protect against arcing conditions that produce erratic current flow. An AFCI is selective so that normal arcs do not cause it to trip.

The AFCI circuitry continuously monitors current flow through the AFCI. Once an unwanted arcing condition is detected, the control circuitry in the AFCI trips the internal contacts, thus deenergizing the circuit and reducing the potential for a fire to occur. An AFCI should not trip during normal arcing conditions, which can occur when a switch is opened or a plug is pulled from a receptacle.

Presently, AFCIs are designed into conventional circuit breakers combining traditional overload and short-circuit protection. AFCI circuit breakers have a test button and look similar to GFI circuit breakers. To reset, simply press the reset button on the appropriate breaker in the electrical panel.

2.3 Attic Access

The attic space is not intended for storage. Access is provided for purposes of maintaining mechanical equipment that may traverse the attic space. When performing any needed tasks in the attic, caution should be used not to step off wood members onto the drywall. This will result in damage to the ceiling below, and could cause severe personal injury. The attic space is not engineered for heavy loads.

2.4 Baths

Fittings: Your plumbing fittings are designed to stay new-looking with minimal effort. Avoid abrasive cleaners and clean with a soft, damp cloth followed by a brisk polishing with a clean, dry cloth.

Porcelain: The delicate beauty and gloss of porcelain bathtubs, toilets, and sinks are easily maintained by observing a basic rule: never use abrasive cleaners. These cleaners scratch

through the glass-like surfaces quickly. Liquid dishwashing detergent on a moist cloth is preferred. Although porcelain is durable, be careful not to drop heavy articles on it that can cause chipping. Should scratching or chipping occur, contact a porcelain repair business.

Tubs, Showers and Surrounds/Enclosures: Given proper care, the smooth surface of a fiberglass tub or shower will remain beautiful and easy to clean. As with any highly polished surface, regular care and no abrasives are the main rules to follow. Normal cleaning should be done with any liquid cleaner, detergent, or foaming cleanser. Alcohol used as a cleaning agent may cause discoloration. Stubborn stains can be removed with acetone or household cleaning solvents used with a nylon-scouring pad. Never use metal scrapers or similar tools. If the surface becomes dulled by an abrasive cleaner or other harsh treatment, rub the dull area with an automotive cleaning or rubbing compound and then wax it.

2.5 Cabinets

Your cabinets are made of finished hardwoods, painted wood, or laminated vinyl materials. To maintain the beauty and utility of your cabinets, proper care is required. Remove splashes and splatters promptly to avoid permanent stains. Do not wash laminated cabinets with water or water-based cleaners. If the cabinet manufacturer has provided maintenance instructions, please refer to them for recommendations as to proper products to be used.

The wood in your cabinets is a natural product. Some fading of the original color will occur. Wood is subject to drying and can warp. This could cause drawers to stick and prevent doors from closing properly. If you notice sticking drawers and cabinet doors that do not close properly during the Home Builder's Limited Warranty Period, please notify the Casa Fresca Quality Assurance Department in writing. After the Homebuilder's Limited Warranty period has expired, maintenance of cabinet drawers and doors is the responsibility of the homeowner.

The hinges on your cabinet doors can be lubricated, if necessary, with an oil-based lubricant. Apply a small drop of oil to the top of the hinge and work the door back and forth several times so the oil will penetrate into the hinge. Wipe the excess oil with a dry paper towel.

2.6 Caulking

Over time, and particularly during warm, dry weather, caulking will dry and shrink. When this happens, it no longer provides a good seal against moisture. As part of your routine maintenance, you should inspect the caulking around your sinks, showers, tubs, countertops, and ceramic tile, making any necessary repairs to the caulking every six (6) months or as needed. Caulking guns and applicator tubes, disposable caulking guns, and caulking compounds are available at hardware stores and home centers.

Re-caulking, or any other repair by us, **does not** extend the terms of our Home Builder's Limited Warranty. Refer to the Home Builder's Limited Warranty section of this Manual for complete details. Please keep in mind that when we re-caulk or make any repairs to a painted, stained, colored or finished surface, it may not be possible to match the previous color. Variances in color are normal and are to be expected.

2.7 Ceiling Fans

Check your home's electrical plan for ceiling fan pre-wire locations. DO NOT hang a ceiling fan from an existing ceiling light box without adding additional support to carry the extra weight.

2.8 Concrete

Concrete is a major material in your home. It provides strength and durability for the foundation. Your concrete requires minimal care. It should be kept free of accumulated dirt and debris. Oil and grease stains and standing water should be removed. Concrete cleaners are available at home centers and hardware stores.

Due to the extremes of weather, temperature, and moisture in this area and to the nature of concrete, masonry, and stucco, it is normal for concrete to shrink and expand. This will result in normal, hairline cracks on the surface which are characteristic of concrete and which do not affect the strength, performance, or purpose of the concrete, masonry, or stucco. **Casa Fresca makes no representations or warranties that the building slab or adjacent concrete will be free from shrinkage or surface cracking.**

2.8(a) Exterior Concrete Flatwork

The driveways and walkways in your home are designed for residential use. Should any vehicle heavier than a conventional automobile or pickup truck be allowed to use your driveway, Casa Fresca will not respond to complaints of driveway cracking. For your own protection, do not allow moving vans, lumber, concrete, landscaping and pool trucks, etc. to make use of your driveway.

Remove plant growth from the expansion joints when it appears. Left to grow, the roots of small plants expand and could crack or otherwise damage your concrete. If this happens, obtain patching cement from a hardware store or home center and follow the directions on the package for proper repair. Patches in concrete will vary in color from the original material. This is normal and cannot be avoided.

Top soil, fertilizer and other chemical treatments for lawn care can discolor concrete and should be swept off immediately. Do not run water, or allow puddles to occur, near concrete foundations, fences, walls, walks and driveways. Water can cause soils expansion and infiltration and reaction to soils chemicals such as sulfates that can cause concrete to fracture or deteriorate.

2.8(b) Foundation Slabs

By maintaining good drainage away from your home, you are protecting your home's foundation and the floor slab. Maintenance of drainage away from all concrete slabs will minimize cracking and other forms of movement. Cracks in slabs should be sealed with a waterproof concrete caulk to prevent moisture from penetrating to the soil beneath.

2.9 Countertops

2.9(a) Granite and Quartz

Granite is a natural stone product. Quartz is a man-made product from natural materials. These surfaces can be scratched by knives or sharp objects, and they can be etched by some chemicals or food products. Use cutting boards to avoid scratches. Remove spills immediately to avoid stains. Do not use abrasive cleansers or scouring pads. Most food and drinks are acidic and can etch the finish on the marble. Do not place any items which may scratch or burn the surface directly onto the counter top. Casa Fresca Home Builders Limited Warranty does not cover cosmetic damage to your countertops unless reported at the time of the New Home Orientation.

2.9(b) Solid Surface (Such as Corian)

Solid surface materials are durable, man-made products designed especially for use in counter tops. However, they are not impervious to stains and damage, and require regular cleaning to maintain their beauty. These materials are susceptible to burns, so do not place a hot pan or a cigarette directly on the counter. As with any surface, it is best to clean up spills immediately. Use non-abrasive cleaners and dry with a soft cloth to enhance the luster.

2.10 Doors

2.10(a) Exterior Doors

Check the finish on your exterior doors several times a year. Doors that receive direct sunlight should be inspected more often. If you notice cracking or peeling, refinish the door promptly. Use touch-up paint as needed and repaint once a year or as required. If left unattended, cracking and peeling will progress rapidly and destroy the surface of the door. Reposition sprinklers that spray doors and other wood or metal surfaces, as water can severely damage these surfaces.

Avoid slamming doors because damage may result. Do not make hasty adjustments on new doors, since the condensation and humidity of a new home will affect them only temporarily. Occasional slight sticking is normal and even desirable for a weather-tight fit. To eliminate minor sticking, try paraffin, candle wax or commercial dry lubricant sticks.

If occasional lock sticking occurs, exterior locks can be easily freed with a lubricant sold in most hardware stores. Locks may require adjustments of the strike plate on the door jamb. To adjust, remove the strike plate and carefully file the latch opening, or, move the strike plate by moving the screws into new positions.

Small cracks may also develop during a dry season and may disappear during wet winter months. If the cracks do not disappear over time, they can be easily filled with wood putty, caulking compound or filler. These materials may be obtained at your local hardware store or home center.

The shrinkage of insert panels in doors showing raw wood edges is not uncommon due to temperature and humidity changes and can be corrected by repainting after the movement has stabilized.

Inspect the weather-stripping on your exterior doors frequently. Weather-stripping should form a reasonably tight seal to prevent air and water from entering. Normal contraction of wood doors can leave a small gap in the weather-stripping. This is normal. The small gap will close when the humidity increases and the door expands. Re-glue or replace rubber and synthetic weather-stripping that has worked loose. Use an appropriate commercial weather-stripping cement or glue. Do not use super glue type adhesives.

Metal weather-stripping components can become unfastened. If this happens, carefully reshape the metal to its proper position and fasten it with small nails or tacks. Replace metal weather-stripping that has been damaged beyond this simple repair procedure.

Before you make structural or cosmetic changes to your exterior doors, check with any Homeowner's Association to which you may belong to determine any restrictions or necessary procedures or permits in connection with such changes.

2.10(b) Interior Doors

It is a good idea to keep duplicate keys for the bathrooms and other locking doors. Children may accidentally lock themselves into a room and be unable to work the lock. You may find that some interior locks can be opened with a small screwdriver or similar tool. Remove finger smudges from painted or varnished interior doors by washing with warm water and a soft cloth or sponge. Dry the surface thoroughly with a soft cloth or towel. Check your interior doors frequently and use touch up paint or varnish when necessary. These simple steps will keep your interior doors beautiful and in top condition. If your closets feature sliding doors, keep clothes and other items away from the doors so they do not obstruct the door's proper operation. The roller and tracks should be lubricated with an oil-free silicon lubricant. Oil and grease attract dust and dirt that become embedded in the lubricant and tracks.

2.10(c) Metal Doors

Metal doors require paint touch up but usually require little other care. Observe the lower edge of metal doors to inspect for rust. Remove the cause of the rust where possible and any rust stains, and use touch up paint to cover the exposed metal.

2.10(d) Wood Doors

The doors and doorframes in your home may be made of painted or varnished wood. Wooden doors are subject to expansion and contraction with changes in heat and humidity. The result can be warping and sticking. This is normal and may correct itself as conditions change. You should allow your home to go through at least one dry and damp season before you make other permanent changes.

You can correct most sticking doors by the careful removal of small amounts of wood. Usually, this can be done with sandpaper. In most cases, it is not necessary to remove the door. Use sandpaper to lightly sand the door to remove a small amount of wood at a time until the door no longer sticks. Use touch up paint on the exposed wood promptly.

Small cracks may also develop during a dry season and may disappear during wet winter months. If the cracks do not disappear over time, they can be easily filled with wood putty, caulking compound, or filler. These materials may be obtained at your local hardware store or home center.

The hinges and locks on your doors may require lubrication from time to time for proper maintenance and to prevent squeaks. To lubricate, remove the hinge pin, rub it with a graphite tube or lead pencil, and then replace it. We do not recommend using oil because it accumulates dust.

Door knobs that are used frequently can become loose. As soon as you notice such a condition, tighten any screws on the doorknob that are loose.

The shrinkage of insert panels in doors showing raw wood edges is not uncommon due to temperature and humidity changes and can be corrected by repainting after the movement has stabilized.

2.10(e) Garage Doors

Since the garage door is a large, moving object, periodic maintenance along with following the manufacturer's instructions will insure safe and reliable operation. Do not allow anyone except the operator near the door when it is in motion. Keep hands and fingers away from all parts of the door except the handle. Do not allow children to play with or around the door.

Every three months, a 30 weight automobile oil or similar light lubricating oil should be applied to all metal moving parts: hinges, pulleys, and springs. Wipe away any excess oil. Do not lubricate the tracks or the surface of the nylon roller. If needed, you can adjust the tension on the upper and lower rods to compensate for any warping of the door. At this same three-month interval, check to see that all hardware is tight and operating as intended without binding or scraping. Contact a garage door company for assistance and to obtain a maintenance program.

For your safety, after one year, have any needed adjustments made by a qualified specialist. The door springs are under a considerable amount of tension and require special tools and knowledge for accurate and safe servicing. Have the door inspected by a professional garage door technician after any significant impact to the door.

If an electric door operator is installed, be sure the door is completely unlocked and the pulldown rope has been removed before using the operator. The six-month inspection and servicing described above is still needed even if an electric opener is installed. If your home has a sectional garage door that is made of lightweight steel, the door is very susceptible to denting and scratching. Take care to avoid leaning objects such as bicycles or ladders against the door. Any damage to this door MUST be noted at your New Home Orientation.

Adjustments to the garage door mechanism may be needed after extensive use or after painting or repairs. The mechanism is under high tension. Injury can result if the mechanism is improperly handled. Contact an authorized dealer or other garage door service provider if adjustments are needed.

Automatic garage door openers and sectional garage doors may be covered by a manufacturer's warranty. Please read the manufacturer's warranties provided to you in conjunction with your home purchase for information on maintenance, operation, and electronic coding.

2.11 Effects of Weather and Temperature

All building materials are subject to expansion and contraction caused by changes in temperature and humidity. This applies to everything in your home, including the concrete. Materials expand or contract at different rates. This can result in separation between materials, particularly dissimilar ones. The effects of this expansion and contraction can be seen in such things as small cracks in the foundation, drywall, paint -- especially where moldings meet sheetrock, and mitered corners, etc. This can be alarming to an uninformed homeowner, but, in fact, it is very normal, even in the highest quality of construction.

Effects of weather and temperature will occur in your home. It will be most noticeable during the first year, but typically continues into subsequent years. In most cases, caulking and paint is all that is needed to repair this minor evidence of a very natural phenomenon. Even properly installed caulking will shrink and must be maintained. You can minimize these effects by maintaining a constant temperature in your home during the first year. This allows the wood to dry at an even rate and may eliminate larger settlement cracks. Minor cracks and displacement of wood are a normal part of the aging process of your home and do not affect its structural integrity.

2.12 Electrical System

The electrical system in your home is intended for normal residential use. We highly recommend that you consult a licensed electrician to make changes or additions to your electrical system. Please note that a permit may be required for changes and additions to your electrical system.

2.13 Exterior Finishes

The primary exterior finishes on your home are wood and stucco. Because they are exposed to constantly changing weather conditions, the exterior finishes on your home require routine maintenance and care. We recommend that you inspect the exterior surfaces of your home every three months.

Brick is a masonry product with a cement mortar product between the bricks. Minor hairline cracks are common in mortar joints in masonry construction and do not reduce the function in any way.

The white, powdery substance that sometimes accumulates on brick and paver surfaces is called efflorescence. This is a natural phenomenon and cannot be prevented. In some cases, it can be removed by scrubbing with a brush and strong vinegar.

The paint on exterior and interior wood surfaces must be maintained in good condition at all times. Chips, scratches, and other breaks in the surface of the paint must be repainted promptly, or serious damage to the underlying wood could result.

2.13(a) Exterior Paint

Check the painted/stained surfaces of your home's exterior annually. If you repaint before there is much chipping or wearing away of the original finish, you will save the cost of extensive surface preparation. It is a wise maintenance policy to plan on refinishing the exterior surface of your home approximately every two to four years (or as often as your paint manufacturer suggests for your area and climate).

The chemical structure of the paint used on the exterior is governed by the climatic conditions. Over a period of time, this finish will fade and dull a bit. Wood trim painted white or light colors will more readily show grain and cracks and will therefore require additional maintenance. Do not allow sprinklers to spray water on the exterior walls of your home. This will cause blistering, peeling, splintering, and other damage to the home.

Please be aware that all paint is subject to yellowing and discoloration. The action of the sun usually minimizes yellowing on exterior surfaces. However, yellowing can be noticeable on interior surfaces. Yellowing is caused by the natural drying and aging of the paint and by exposure to certain chemicals such as ammonia fumes and others that are found in some household cleaners.

Light colors and white painted surfaces are more subject to yellowing than darker colors. Yellowing of oil-based paints is unavoidable. Because yellowing tends to take place over time and relatively evenly on given surfaces, it may not be noticeable until you use touch up paint. Your local paint store can assist you in choosing a touch up paint that will be a close match for yellowed paint.

Our Quality Assurance Department will repair only when the problem is the result of improper original application or faulty material. It must be noted, however, that paint changes color as it seasons and we cannot guarantee a perfect color match in areas when touch-up is made after original application. Always dispose of paint and other hazardous materials properly. Please note that any exterior painting, and any variations from the original colors of your home, may require approval of your Homeowners' Association.

2.14 Floors

The flooring in your new Casa Fresca home requires regular maintenance and care to provide years of comfort. The coverage provided under the Casa Fresca Limited Warranty is limited only to materials that were installed by Casa Fresca during the construction of your new home. If you have installed products from an outside source and installed them after close of escrow, you must contact that supplier directly.

In some instances, especially in upper floors, floors may squeak. Squeaky floors are usually caused by changes in weather conditions and seasons when shrinkage and expansion are at their peak. These squeaks may also occur with the normal settling of your home. This is a normal condition, and is not considered a defect under the limited warranty coverage. Please inspect your finished flooring carefully during your new home orientation. **Any damage or defects in the flooring MUST be noted at this time.** Cosmetic items are not covered under the limited warranty and cannot be addressed at a later time. This damage includes, but may not be limited to torn carpeting, and scuffed vinyl flooring. These items will be your responsibility. If you retain an outside flooring Contractor for installation of floor coverings in your new home, installation and maintenance of these items is at your sole responsibility and cannot begin until after close of escrow.

The subfloors of your home have generally been designed to support the weight of your home, plus a 40-pound per square foot furniture and occupancy load. Waterbeds and pool tables may exceed this limit. Casa Fresca will not be responsible for any damage resulting from such overloads.

2.14(a) Carpeting

Vacuum carpeting frequently to avoid the buildup of dirt and grime. High traffic areas should be vacuumed twice a week. Use a fixed brush attachment on your vacuum cleaner. If your vacuum cleaner has a beater type attachment, the beater should barely touch the tops of the carpet fibers.

Eliminate carpet shedding fibers as they appear. Loose carpet fibers will work their way to the surface for quite some time. This is known as fluffing or shedding. Vacuum these fibers as a part of your routine cleaning. If a tuft of carpet appears which is longer than the surrounding carpet, do not try to pull it out. It is probably attached to the backing and simply needs to be trimmed to the height of the surrounding tufts.

Visible carpet seams are to be expected and are not an indication of a fault in the carpet. Most rolls of carpet are produced in 12 foot widths. This dictates that most of your rooms will have at least one seam. Professional installers will attempt to install your carpet with the minimal amount of seams and without excessive waste. Seams are most visible in a home before it has been furnished and occupied. As your carpet wears, the fibers will blend together, eliminating many of the visible seams. Visible seams are not a defect unless they have been improperly made.

When moving furniture, lift rather than drag the pieces over carpeting, to avoid lumps and snags. Doormats are an excellent way to save your carpets. Use them in high traffic areas with one on each side of exterior doorways.

Remove spills immediately. Stain removal is easier if it is done promptly. Consult your specific manufacturer's warranty information for stain removal. Cleaning products should be tested on a section of carpeting that is not in a high traffic area. Do not use cleaners that have not been recommended by the manufacturer for the carpeting materials in your home.

You may void your manufacturer's warranty using cleaners that have not been recommended by the manufacturer.

Thoroughly clean your carpets at least once each year. While do-it-yourself carpet shampoo devices can be effective, consider employing a professional carpet cleaner. It is recommended to only dry-clean your carpets, as wet steam cleaning them may void the manufacturer's warranty and cause your carpet to stretch prematurely.

You should refer to the manufacturer's recommendations on carpet care for additional information. Regular vacuuming and immediate treatment of stains will prolong the beauty and life of your carpeting.

2.15 Ground Fault Interrupt (GFI) Devices

During your New Home Orientation, the Casa Fresca Representative will point out the location of ground fault interrupt devices (GFI outlets). Usually, GFI outlets are located in bathrooms near tubs and sinks, kitchens, laundry rooms, garages, and on the exterior of your home. These are special circuit breakers that are designed to break the flow of electricity in the event of a short circuit. This will prevent dangerous electrical shock.

GFI circuits have a test and reset button. These are pointed out during the New Home Orientation. Once each month the test button should be pressed. This will trip the circuit. To return service, press the reset button. If a GFI breaker trips during normal use it may be an indication of a faulty appliance and some investigation is in order. Always check the GFI breaker before calling for warranty services.

Do not plug appliances such as air conditioners, refrigerators, and food freezers into GFI outlets. The electrical surge that occurs when these appliances cycle will trip the GFI outlets and break the circuit. Heavy electrical usage appliances such as power tools or even hair dryers can trip the GFI breaker. Atmospheric moisture, such as during rains or after a hot shower, may also trip the GFI breaker.

It is possible that some outlets that are connected to the GFI device are not so marked. If you have a failure at an outlet, reset the GFI devices as well as the circuit breaker. Continued failures indicate a potentially dangerous electrical problem. Contact a licensed electrician for assistance.

2.16 Heating and Air Conditioning

The Florida Energy code requires air conditioning systems be designed in a manner that reduces the amount of energy used and reduces strain on air conditioning equipment. The equipment in your home is designed to maintain an indoor temperature that is 17 degrees cooler than the outside temperature. Exceeding this design or failing to maintain the air conditioning equipment can lead to parts failure or inconsistent performance.

Although your air conditioning system may be able to surpass the above requirements, doing so may result in condensation forming on the air handler and the associated ductwork. Removal of such condensation is required by the homeowner to prevent the possibility of microbial growth at or around the HVAC air handler.

Your home is equipped with a heating system and an air conditioning system. Please read the instructions and become familiar with the heating and air conditioning systems before you use them.

Your heating and air conditioning systems can play an important role in the first year after you move in. It is best not to overheat a new home during the initial year of occupancy because this may cause excessive shrinking of framing lumber and other materials. Begin with as little heat as possible and increase it gradually. Attempt to maintain an even temperature between 68 and 72 degrees.

Carefully read and follow your manufacturers' warranties and instructions for use and care of your heating and air conditioning systems. Good maintenance of the heating and air conditioning systems can save energy dollars as well as prolong the effectiveness of those systems. Please note, when you turn the unit on for the first time you may experience smoke or the smell of dust and oil. This is typical and usually caused by the dust that has settled in the ducts, it should pass quickly.

The following maintenance obligations are intended to assist you in getting the maximum usage from your heating and air conditioning systems:

- A. Inspect the filters at least once every thirty days; change or clean as needed during times of constant operation. In areas with heavy dust, changes that are more frequent may be in order. During the first two months after you occupy your house, check the filters every two weeks, as they may clog more frequently from removing accumulated construction dust. Fresh filters can significantly reduce operating costs and will prolong the life of your system. A clogged filter can slow airflow and cause cold spots in your home, and can result in damage to the unit and increased energy costs.
- B. Check the operation of your system well in advance of peak operating seasons and correct any problems before seasonal service demands are the greatest. An annual inspection of your heating and air conditioning systems by a heating and air conditioning professional is recommended.
- C. Keep all vents and registers clean and free of dust, cobwebs, and debris

- D. Furnaces will typically have combustion air vents run to them. Never cover or block these vents. Air from outside is needed to supply oxygen to the furnace. If they are covered or blocked, the furnace may draw air down the vent pipe, pulling poisonous exhaust fumes into your home.
- E. Air registers can be adjusted to control the flow of air into individual rooms. Simply close down or open the registers in each room to your own desired preference. This helps to balance the system. You may enjoy different settings for winter and summer in a two-story house. Direct warm air to the lower floor in the winter and cool air to the upper floor in the summer. Never close a register completely, even in an unoccupied room.
- F. Return air grilles allow air to circulate back to the heating and air conditioning system. Be sure not to cover the return air grilles with pictures, furniture, or other objects that might block the flow of air.
- G. The air conditioning condensation discharge point and the water heater pressure relief discharge points were located and identified during the New Home Presentation Tour. It is the homeowner's responsibility to keep these areas open so discharge points are free of obstructions. Check the flow of the discharge points every three months to assure that they are clear. Maintain your air conditioning condensate line monthly by adding ¼ cup of vinegar, to the maintenance port, and flush with water. This will help mitigate the growth of algae which may cause a blockage and backup.
- H. The temperature in your home is controlled by a thermostat. In some cases, multiple systems may be installed, each with its own thermostat. Do not place a lamp or heat-producing appliance next to a thermostat, because heat generated by such an object may produce an incorrect reading.
- I. Your home's air conditioning is a closed system, which means that the interior air is continually recycled and cooled until the desired air temperature is reached. Warm outside air disrupts the system and makes cooling impossible. Therefore, you must keep all windows closed when operating the air conditioning system. The heat from the sun shining through windows with open drapes is intense enough to overcome the cooling effect of the air conditioning unit. Drapes must be closed on these windows.
- J. Unlike a light bulb, which reacts instantly when you turn on a switch, the air conditioning unit only begins a process when you set the thermostat. For example, should you come home at 5:30 P.M. on a day when the temperature has reached 90 degrees, and then set your thermostat to 75 degrees, the air conditioning unit will begin cooling, but it will take much longer to reach the desired temperature. During the whole day, the sun has been heating not only the air in the house, but the walls, carpet, and furniture. At 5:30 P.M. the air conditioning unit starts cooling the air, but the walls, carpet, and furniture release heat and nullify this cooling. By the time the air conditioning unit has cooled the walls, carpet, and furniture, you may well have lost patience.
- K. If evening cooling is the primary goal, you should set the air conditioning unit at a moderate temperature in the morning while the house is cooler, allowing the unit to maintain the cooler temperature through the day. This temperature setting may then be

lowered slightly further when you arrive home, with better results. Setting the thermostat at 60 degrees will NOT cool the home any faster and can result in the unit "freezing up" and not performing at all. Extended use under these conditions can damage the unit.

A common cause of air conditioning trouble is turning it off at the thermostat, and then turning it back on a short time later. This can cause an overload of the compressor motor which in turn can trip the breaker or blow the fuse and may shorten the life expectancy of the unit. The air conditioner compressor must be maintained in a level position at the original location. The compressor should not be enclosed. It is important to keep the area around the outdoor air conditioning unit clear of plants, grass, landscaping, and/or debris. If good airflow is not available, the system will not function properly and damage to the mechanism can result.

Coolant or refrigerants should be added to the system only when the outside air temperature is 70 degrees F or higher. Proper coolants or refrigerants for the particular equipment must be used, as specified by the equipment manufacturer. It is highly recommended to use an air conditioning professional for selection and addition of coolant or refrigerant.

2.17 Homeowners Association Issues

Before you perform any maintenance such as repainting and replacing exterior items, please consult your Homeowners Association to assure that the work you do meets the regulations and guidelines that have been established for your neighborhood. Be especially careful when you want to repaint with a different color, erect new structures or fences, add to or change your landscaping, or when you install window coverings that are visible from outside the home.

If you have a Homeowners Association, you will have received documents that detail the restrictions and rules that apply to your home. Usually, Homeowners Associations have three important documents that are used in guiding the Association through its responsibilities. These documents are the Bylaws of the Association, the Homeowners Association Rules and Regulations and the CC&R's (Covenants, Conditions, and Restrictions). Please refer to these Homeowners Association documents for more information. Generally, you must receive architectural approval from the Homeowners Association before you begin any improvement to your home site.

If you have any questions, requests, or concerns regarding these matters, please contact your Homeowners Association.

2.18 Interior Paint

Painted interior walls are not "scrub-proof." These areas may be wiped down with a soft sponge and soapy water. Scrubbing or harsh cleaners will remove paint. Also, you should avoid washing newly painted interior surfaces for at least three months after you move into your home or after re- painting, to allow the paint to fully set.

When doing paint touch-ups, use a small brush, applying paint only to the spot needing attention. Spackle may be used to cover any small defects prior to paint touch up. Touch-ups

will sometimes be visible. When it is time to repaint a room, prepare the wall surfaces first by cleaning with a mild soap and water mixture or a reliable cleaning product.

For stain touch-ups, products such as Old English Furniture Polish and Scratch Cover are inexpensive, easy to use, and blend in with the wood grain. Follow directions on the bottle.

2.19 Interior Walls

Your home has two types of interior walls: bearing and non-bearing. Non-bearing walls can be altered without structural damage, but alteration of a bearing wall must be done carefully to avoid reducing its bearing capacity. This should be done under the supervision of a licensed contractor.

Some slight cracking, nail "pops", and/or seams may become visible in plaster, gypsum wallboard, drywall or sheetrock walls and ceilings. These occurrences are caused by the shrinkage of the wood and normal deflection of rafters to which the sheetrock is attached, are considered normal, and are a maintenance responsibility of the homeowner. They can be repaired by filling with spackling compound, smoothing with fine sandpaper, and then painting the entire surface. Popped nails do not alter the strength of the wall and should be left alone until time to repaint.

The walls in your home are constructed of wood and other materials which are subject to normal expansion and contraction. Molding and trim can shrink and warp in some cases. Routine maintenance on molding, trim and wall boards is the responsibility of the homeowner. Replace warped molding and trim. Reset nails that have popped out of position. Use touch up paint and, if necessary, the appropriate caulking material to complete the repairs.

Use care when you hang pictures and other decorative items. The wall board will be damaged if it is hit with a hammer. Costly repairs can be avoided by using picture hooks and other supplies from a home center or hardware store. Always repair nail holes with a dab of spackle or putty. The walls in your home may be textured. The texturing material is relatively soft and can be damaged by scrubbing with abrasive cleansers and rough brushes or cloths. The pattern in textured walls can vary and is difficult to duplicate when repairs are made.

Small finger smudges may be removed from the enameled walls with a solution of warm water and a mild detergent soap. Wash gently with a soft sponge or cloth. Rinse and wipe off the excess water carefully. Do not permit the wall board to become soaked with water. Larger spots, not easily removed by cleaning, will require paint touch up.

2.20 Landscaping

Homeowners are responsible to maintain all landscaping through proper watering and other plant care. Casa Fresca's 30 day warranty obligations as to builder installed landscaping are voided if death or damage to the landscaping is caused in whole or part by homeowner conduct, such as failure to water, failure to maintain or provide proper plant care, modifications to the drainage or irrigation systems, etc. Homeowner installed landscaping is the sole responsibility of

the homeowner to install and maintain, and is not covered by Casa Fresca's Home Builder's Limited Warranty.

Check your irrigation system regularly. Look for clogged, cracked, or broken heads, leaks and spray adjustment. Position sprinkler heads so that the water does not fall on wood, stucco or other exterior surfaces of your home. Automatic sprinkler systems should not be connected to a GFI circuit. Avoid ponding from excessive watering in low spots and next to structures. Identify the location of irrigation lines and avoid digging or trenching around the lines. If a line is broken, consult with a nursery person or irrigation professional for advice on repairs.

Observe the flow of irrigation water after each planting. If you notice pooling water or excessive flows in one area, construct drainage features to direct the flow of water away. Consult with a landscape contractor before such drainage features are begun. Always keep drains free of debris, leaves and lawn clippings.

Landscaping can change the grading of your home site. We suggest that you consult a professional landscape contractor when the time comes to landscape your home site. Provide ample room for growth between plants and your home. The ground next to your home should always slope away to prevent standing water. If water is allowed to stand or pool next to your home, damage to the foundation and plantings will result. The water also could seep into your home and damage the interior and furnishings.

If your landscaping projects require additional soil be added to your home site, be especially careful that the drainage is not altered significantly. Keep the surface of the soil at least six inches below the finished floor elevation. This will assist in preventing wood rot and termites. Flowerbeds can significantly change drainage patterns. We suggest that you consult a professional landscape contractor before you dig flowerbeds. In any case, keep plantings in flowerbeds a minimum of two to three feet from the foundation. This will prevent excessive water from collecting at the base of the foundation.

Locate plants and irrigation heads out of the way of pedestrian/bicycle traffic, and car bumpers. When planting trees allow ample distance from the foundation and other improvements so that the root systems will not cause damage as the tree matures. "Street" trees (typically located in median strips between the sidewalk and the street) are typically a city or county requirement, but must be maintained by individual homeowners (unless they are in common areas managed by a Homeowners Association). Depending on local soils conditions, trees may need to be deep watered once a week until they are well established. Provide simple guying (restraint) systems for trees for a minimum of two years.

Make provisions for efficient irrigation. Drain and service sprinkler systems on a regular basis, at least once per year. Conduct operational checks on a weekly basis to ensure proper performance of the system. Adjust any sprinkler that sprays any part of the structure or any painted fencing. Avoid overwatering that can cause ponding or infiltration of water next to, into, or under concrete slabs, patios, walkways, walls, fences or driveways. If your home is in a community that has a Homeowner's Association, be sure to check Association guidelines and/or requirements prior to landscaping or making changes in an established design.

Please consider that any changes you make in the grading and drainage of your home site could affect neighboring properties. Damage to your property and to neighboring property will be your responsibility.

Casa Fresca's Home Builder's Limited Warranty applies only to the house and other improvements constructed by Casa Fresca, and Casa Fresca will not be responsible for damage to such improvements caused by over watering, improper drainage, or improper or inadequate homeowner improvements. Casa Fresca will not be responsible for damage to any improvements constructed by the homeowner.

Casa Fresca shall have no liability or responsibility in connection with damage to improvements not installed by Casa Fresca.

2.20(a) Drainage and Grading

Your home site has been graded to provide for adequate drainage away from the structure that is your home. Failure to maintain drainage can result in damage to your home, your home site and to neighboring property. Any alteration of the drainage plan for your home site will void coverage under the Home Builder's Limited Warranty for the drainage features and anything damaged as a result.

The drainage plan of your home site has been designed to accommodate the soils, elevations and other factors of the home site. Small hills and valleys - called berms and swales - are used to direct the water away from your home and adjacent properties. These contours must be maintained to avoid severe water damage during heavy rains, and to avoid long-term problems which may arise from improper drainage. Berms which are designed to direct the flow of water away from slopes are especially important and must not be altered.

Areas surrounding foundation walls are often backfilled with earth. Backfill areas are not as compact and dense as most natural ground. Surface water (such as irrigation water and rainfall) may penetrate into backfill areas, percolate downward to the bottom of the foundation, and cause severe problems such as cracks, floor slab movement, etc. This must be managed by the homeowner by maintenance of proper drainage, and proper installation and design of any homeowner-installed landscaping and hardscaping, in order to prevent accumulation or ponding of surface water in these backfill areas (typically within the first five feet of the house's foundations).

A system of underground drainage facilities may be provided in some home sites. On these home sites, a catch basin system may be installed at various locations in the yard to accept the water run-off. These catch basins, and the grates covering them, must be kept free of debris so that the flow of water is not impeded. Check and clear these grates monthly, or more frequently as necessary especially in times of rainfall.

Consult a soils engineer or civil engineer before you make any additions, changes, or alterations to the drainage of your home site, and make sure that all landscaping contracts you enter into include language to insure safe and adequate drainage. Casa Fresca will not be responsible for

any damage to your unit or other units caused by changes or alterations in the grading and drainage system.

Prior to the installation of a pool or other permanent improvement, a soils report should be obtained so that soil conditions are taken into consideration in the design and engineering of your addition.

Homeowner improvements must be constructed with adequate surface drainage being provided to avoid ponding. It is recommended that homeowners install roof gutters/down spout improvements and corresponding area drain systems. Particular care should be taken to provide adequate drainage away from areas adjacent to the house foundation and other improvements. Homeowners are advised to carefully design and control their landscape irrigation system to minimize soil moisture changes.

You are advised not to alter the grading and drainage design of the home site by re-grading or installing patios, planters, walls, pools, landscaping, irrigation or other improvements, that may redirect surface water flow towards your home or onto adjacent property, or trap water such that it ponds and floods improvements. Drainage devices such as concrete ditches, area drain lines; gutters and such like should be carefully designed and installed with professional assistance as required. You are also advised to note the manner in which adjacent properties drain. Modifications to home site grading and drainage are subject to applicable government codes and recorded easements, covenants, conditions and restrictions.

Natural settling can also change the original grading. It is your responsibility to maintain the original grading of your home site and to preserve good drainage. Any changes to the grading or drainage features could damage your property as well as neighboring property.

A soils engineer has recommended the type and design of the foundation for your home, based upon their evaluation of the soils present at this Neighborhood. Any changes in the foundation, the grading or the landscaping of your home and home site can result in severe damage to your property and to neighboring properties. Consult a licensed professional before any such changes are made.

If a concrete patio slab or other slab is installed next to the foundation, it must be constructed so that no water will penetrate the joint between the foundation and the slab. All slabs must be sloped so that water drains away from the home. Do not pour concrete directly against stucco screed or siding. Since the appropriate drainage swales were established when your home was finished, the area of the slab should be excavated to fit the existing grade. The soil removed from the area must be placed so that is doesn't destroy existing swales, or it should be removed from the property.

If your home is in a neighborhood that includes a Homeowners Association, consult the Covenants, Conditions, and Restrictions applicable to your home to determine landscape and architectural improvement requirements. Generally, no homeowner may build, construct, or plant any improvements on his property, including landscaping, until he has submitted plans and specifications and obtained approval from the Homeowner Association's Architectural Committee. The Committee may collect a fee to review the plans and may require a cash

deposit or bond to be posted to assure proper completion and clean-up in conformance with the provisions of the Declaration.

During your New Home Orientation, your Casa Fresca Representative will show you the boundary corners of your home site if you are buying a single-family home. It is your responsibility to know your boundary prior to beginning any construction. Casa Fresca will not be responsible for protecting your boundary markers after your New Home Orientation. Please consider that any changes you make in the grading and drainage of your home site could affect neighboring properties. Damage to your property and to neighboring property will be your responsibility.

2.20(b) Landscaping Tips

The following information is provided to assist you in the care of your yard, the planting, the landscaping, and the irrigation system.

Grass Diseases: Most lawn diseases happen when lawns are over-watered and underfertilized. If diseased spots persist, discuss the problem with a nursery person.

Ground Cover: Water newly planted ground cover daily until the coverage has been established. This usually takes place in 30 days or less. Then water as you would lawn area.

Fertilizer: Apply fertilizer every two months year-round. Use a balanced fertilizer. Water your lawn as per manufacturer's instructions after application; but avoid ponding and puddling, especially near any concrete.

Insects: Corrective measures should be taken only when large numbers of insects have been seen and damage is evident. At the first sign of damage to your lawn, take a specimen of the insect to a nursery person for advice.

Irrigation: Identify the location of irrigation lines and avoid digging or trenching around the lines. If a line is broken, consult with a nursery person or irrigation professional for advice on repairs. Check your irrigation system regularly. Look for clogged, cracked, or broken heads, leaks and spray adjustment. Make certain that the spray is not directed so that it falls on the house. Avoid ponding from excessive watering in low spots and next to structures. Adjust your irrigation schedules according to the temperature, wind conditions, and weather. Watering during rainy periods is wasteful and potentially damaging due to over watering.

Mowing: Maintain most grass at a height of 2 to 3 inches. Never cut more than 1/3rd the length of the blades of grass. Use a sharp mower blade to prevent damage to the fibrous blades of your fescue grass. Yellow or white tips on the grass indicate a dull mower blade. If your home was provided with front yard landscaping, certain maintenance procedures are important for its proper growth and maturity.

Trees and Shrubs: During the first year, your trees and shrubs will require more frequent watering. A good rule of thumb is to wait until the surface soil is dry between watering. After the first year, watering once or twice a week is normal. Use a pronged tool to cultivate the soil

around your trees and shrubs. This promotes good water absorption. Plants that have yellowed or brown leaf tips may be under- watered. Consult your nursery person for information of specific watering problems. Prune trees and shrubs as needed. Consult your nursery person for advice on pruning.

Watering: During the first few months, your yard requires frequent watering. We recommend slow, deep watering. This enables root systems to develop. Slopes may require shorter, more frequent watering because it is more difficult for the water to penetrate. In normal conditions, your lawn requires watering about twice a week in hot weather. A withered or limp appearance is a sign of a lack of water. For maximum effect and to prevent evaporation water in the predawn hours. After an initial start-up period, water minimally to sustain plant growth.

2.21 Lighting

2.21(a) Exterior Lighting

The exterior lights on your home can have brass or painted finishes. Protect the brass finish with a wax or protectant product to avoid corrosion and discoloration. Replacement globes can be purchased at home centers, lighting stores and hardware stores. Replace the light bulbs with the recommended specification.

2.21(b) Interior Lighting

The lighting fixtures in your home are designed for standard wattage bulbs. To avoid excessive heat, you should not exceed the manufacturer's recommendations. If a luminous light fixture does not work, make sure all fluorescent bulbs are installed properly. Adjust any tubes that are flickering or buzzing. Check wall switches and circuit breakers.

If a light fails to come on, check the bulbs to be sure they are not loose or burned out. Also, check to see that they are the correct wattage for the fixture. Next check the breakers. If this fails to solve the problem, you will then need to arrange for service.

Translucent panels can be cleaned by removing them. First push up slightly above the grid system (except attic access panels) then tilt and lower. Wash in a 1-2 solution of water and mild detergent.

2.22 Louvers and Vents

Attic ventilation and vents providing fresh air to furnace and water heater are required by code and therefore cannot be covered or obstructed. Occasionally, depending on the force and direction of the wind, moisture may infiltrate though these vents, and in the case of attic vents may cause spotting on the ceiling. Casa Fresca's Home Builder's Limited Warranty does not cover such weather-related damage.

2.23 Mold

2.23(a) What You Need to Know About Mold

According to the United States Environmental Protection Agency, mold can be found almost everywhere. Molds are microscopic organisms that are part of the fungi family, and are an essential part of the world's ecological system. Outdoors, many molds live in soil and are key to the natural breakdown and recycling of organic material, such as leaves, wood and plant debris. Lumber used in the construction of homes typically contains some level of molds, fungi, and/or spores. Because it may be impossible or impracticable to eliminate all indoor mold, indoor mold is an important topic about which a homeowner should become informed.

Mold spores are airborne and travel in and out of buildings as air is exchanged and with the movement of people and their belongings. When excessive moisture or water accumulation occurs indoors, mold growth will likely occur, especially if the moisture problem is not discovered. There is no practical method to eliminate all molds and mold spores in an indoor environment. The primary method to control indoor mold growth is to control moisture. The best course of action for any homeowner is to keep the indoor environment as "clean and dry" and free from dust and dirt as reasonably possible.

All molds are not necessarily harmful, but certain strains of mold have been shown to have adverse health effects in susceptible persons. The most common effects are allergic reactions, including skin irritation, watery eyes, runny nose, coughing, sneezing, congestion, sore throat and headache. Individuals with suppressed immune systems may risk infections. Some experts contend that mold causes serious symptoms and diseases that may be life threatening. However, experts disagree about the level of mold exposure that may cause health problems, and about the exact nature and extent of the health problems that may be caused by mold. The Center for Disease Control states that a causal link between the presence of toxic mold and serious health conditions has not been proven.

For additional information, homeowners should contact the United States Environmental Protection Agency, applicable state agencies, or other governmental authorities. The EPA Web site contains information and publications regarding mold and other biological pollutants that may be of interest to homeowners. For example, see "Biological Pollutants in Your Home" and "Mold Resources" on the EPA Web site (www.epa.gov). Additional mold-related information is available on the Centers for Disease Control and Prevention Website (www.cdc.gov).

2.23(b) Mold Growth

A practical approach to limiting mold growth is early detection and prompt resolution of excessive moisture. If you can see mold or detect an earthy or musty odor, you can assume you have a moisture problem. Any moisture problem must be solved in order to arrest and eliminate mold growth. Part of the control of the indoor environment is controlling air moisture. Watch for water condensation on interior surfaces such as walls, windows, and areas near air conditioning registers.

Uses that have the potential of increasing relative air humidity are such things as habitation,

bathing, cooking, plants, washing, and humidifiers, especially if not vented. Other moisture sources, which sometimes can go unnoticed, are water leaks from pipes in walls, and rainwater leakage through windows and roofs. Controlling air moisture is the most important action in controlling mold growth. Therefore, keep drip pans from refrigerators and air conditioners clean and dry; use exhaust fans or open windows when cooking, washing, drying clothes, and bathing. Irrigation system timers should be adjusted to reflect seasonal weather changes. A more complete list of homeowners' maintenance obligations relating to mold ("Mold Prevention Obligations") is set forth below.

Any indication of water leaks or resulting mold at roofs, windows, floors, carpets, etc., should be reported immediately, within 24 hours, to our Quality Assurance Department. Our Quality Assurance Department will determine if the condition is covered by our limited warranty. The prompt reporting of any water leak or intrusion to our Quality Assurance Department is critical to the containment and minimization of mold growth. Casa Fresca will not be responsible for mold resulting from a water leak or water intrusion, which is not promptly reported to our Quality Assurance Department.

2.23(c) Homeowner Maintenance

Homeowner shall take all appropriate steps to prevent conditions that may cause mold or mildew to develop in the Property, including compliance with the Mold Prevention Obligations. If a homeowner is a member of a Homeowners' Association, the homeowner shall promptly report to any such Homeowners' Association any evidence of moisture accumulation or mold in portions of the neighborhood which the Association is responsible to maintain. Casa Fresca will not be responsible for mold resulting from homeowners' failure to take appropriate steps to prevent conditions that may cause mold or mildew to develop at the property, including a homeowner's failure to comply with the mold prevention obligations.

2.23(d) Mold Prevention Obligations

- A. To keep the home free of dirt and debris that can harbor mold (dirt/dust/animal hair and dander are all very efficient hosts for mold);
- B. To regularly clean and sanitize, windows, bathrooms, kitchens, and other home surfaces where water, moisture condensation, mildew and mold can collect;
- C. To use dry towels or bath mats when stepping out of shower or tub;
- D. To use bathroom fans while showering or bathing. If no fan exists, open a window to allow proper ventilation and moisture to escape;
- E. To use exhaust fans whenever cooking, dishwashing, or cleaning. If no fan exists, open a window to allow proper ventilation and moisture to escape;
- F. To maintain regular air flow and circulation throughout the home;

- G. To use all reasonable care to close all windows and other openings in the home to prevent outdoor water from penetrating into the interior home (i.e. rain, irrigation water, etc.):
- H. To clean and dry any visible moisture on windows, walls, ceilings, floors and other surfaces including personal property, as soon as reasonably possible. (Note: Mold can grow on damp surfaces within 24 to 48 hours.);
- I. To limit the indoor watering of houseplants (total number of plants indoors is also an important variable);
- J. Do not hang wet clothing on indoor drying line;
- K. Properly maintain your dryer vent exhaust line (clean/remove lint at least once a year or sooner as may be needed);
- L. To maintain caulking around tubs, showers, toilets, sinks and other interior water receptacles at least once a year and more frequently if needed;
- M. To maintain caulking around windows, doors and other exterior openings at least once a year and more frequently if needed;
- N. To maintain window tracks and weep holes at least once a year and more frequently if needed (keep tracks and weep holes clean of debris/dust to allow proper egress of water when rain or irrigated water gets in them);
- O. To maintain positive drainage and grading away from the foundation and walls of the home:
- P. To maintain gutters and downspouts in a clean and operable condition at least once a year and more frequently if needed;
- Q. To prevent penetrations of exterior surfaces (i.e., stucco, siding, brick) and roof of home from post construction additions (ie. trellises, patio covers, awnings, satellite dishes, etc.);
- R. To maintain and not obstruct fresh air supply to furnace, air conditioner or heater;
- S. To maintain and not obstruct air conditioning primary and secondary condensation lines;
- T. To maintain and not obstruct ventilation installed by Casa Fresca in attic, basements, crawl spaces or other locations in the home;
- U. To prevent irrigation systems from exposing exterior surfaces of the home to water or over saturating/flooding ground/soil near and around foundation of the home;
- V. To properly use and maintain appliances containing water and other liquids;
- W. To not alter insulation installed by Casa Fresca;
- X. To prevent clogging of plumbing; and

- Y. To report within twenty-four (24) hours the following to Casa Fresca:
 - i. Any non-working fan, heater, air conditioner or ventilation system;
 - ii. Plumbing leaks, drips, sweating pipes, wet spots;
 - iii. Overflows from bathroom, kitchen, or home laundry facilities, especially in cases
 - iv. Where the overflow may have permeated walls or cabinets;
 - v. Water intrusion of any kind;
 - vi. Any mold or black or brown spots or moisture on surfaces inside the premises;
 - vii. Broken irrigation systems or standing water near structures;
 - viii. Any adverse health conditions or symptoms related to or suspected to be related to actual or potential mold growth;
 - ix. Any discovery of allergies, predisposition to or heightened risk of adverse health reactions or hypersensitivity, to mold, mildew, or other related organic organisms;
 - x. Any musty or unusual odors

2.24 Outlets and Switches

Electrical outlets can be found in every room in your home. Do not exceed the capacity for which the outlets were designed. Devices that increase the capacity of electrical outlets and multiple extension cords can cause a fire and severe personal injury or death.

The current electrical code requires all new residential construction to include child proof electrical outlets. Due to the safety feature designed into this fixture, some plugs may be a little more difficult to plug in than others.

If any electrical outlet does not have power, there are two possible explanations:

- 1. Some outlets are controlled by a wall switch. Plug an appliance into the outlet and turn on nearby wall switches to see if the problem is corrected. If you find that an outlet is controlled by a wall switch, you might point this out to others who live in your home.
- Check the circuit breaker. If the circuit breaker has been tripped, reset it and try the
 outlet again. Check the GFI devices and reset if necessary. If the circuit breaker trips
 repeatedly, call a licensed electrician or Casa Fresca if your home is still covered under
 our Home Builder's Limited Warranty.

2.25 Patios

Patios and other structures that you add to your home will not be the responsibility of Casa Fresca. We suggest that before you begin any addition to your home, you check with your Homeowners Association and local building officials. This is to make certain that your plans are in compliance with state and local building codes and the CC&R's. It is likely that building permits will be required. A licensed contractor is best qualified to perform this work.

If you install patio covers, consult a professional for proper methods of affixing the covers to your house. Improperly-installed patio covers can cause water leaks which can result in severe damage to your home and its contents which are not covered under Casa Fresca's Home Builder's Limited Warranty.

If you install patios, patio covers, or hardscape relating to patios or yard improvements, you need to have them designed and installed in a manner which does not disrupt proper home site drainage, backfill settlement, lateral fill extension, and/or "slope creep." Please see and reference the Grading, Drainage, and Landscaping sections of this Manual. You should consult with a professional engineer and contractor to make sure these issues are properly addressed.

2.26 Pests

New home construction on previously undeveloped land creates an environment that attracts many unwanted pests. Unwanted insect pests and rodents may enter any home at any time through open doors, unscreened louvers, etc. Pests and any damage they cause are not covered under Casa Fresca's Home Builder's Limited Warranty. Professional exterminators are recommended, especially in the case of insects.

Termites are a special problem and prevention is easier than eradication. Fight termite invasion by making sure the wooden portions of your home do not touch soil directly, and by keeping all exposed exterior wood painted. In certain areas, an annual professional termite inspection is a relatively inexpensive preventive measure. Your grading was designed to be a minimum of 6 to 8 inches below the wood sills when the home was completed. Maintain this grade as it will help keep termites and insects out.

If your yard includes slopes, gophers, ground squirrels, mice, and other burrowing animals may be present. These animals can wreak havoc with slopes by creating tunnels or burrows. These burrows, while only a few inches in diameter, allow soil erosion to begin deep in your slope. During a rain or with the use of irrigation, water may enter the burrow and carry loose soil away. Over time, the burrow can enlarge and collapse, destroying your slope. It is important that a professional pest control expert be contacted for proper removal of burrowing animals.

During construction of nearby neighborhoods, other animals may attempt to invade your home. These may include coyotes, opossums, raccoons, skunks, mice, ants, birds, bees, snakes, and other wildlife. Casa Fresca is not responsible for removal of these animals or for repair of any damage they cause.

2.27 Phone Jacks

Each home is equipped with telephone jacks based on your selections. Initiating phone service is the homeowner's responsibility. Moving outlets for decorating purposes or convenience is a homeowner responsibility and expense.

2.28 Plumbing System

We recommend that you become familiar with your plumbing system as soon as you move in. You should know the location of the main shut off and individual shut offs in all the bathrooms and the kitchen.

A shutoff valve for the property is also located at the water meter. The Casa Fresca Representative will identify the water shutoffs during your New Home Orientation. Please make certain that everyone in your household knows the locations of the main shutoff valves. Other water shutoffs are located under the sinks in the bathrooms and the kitchen. Each toilet has a shutoff valve behind the toilet bowl. Another water shutoff is located on the top of the water heater. It controls the flow of water to the water heater and should be closed in the event of a leak in the water heater. You and others in your home should know where these water shutoffs are and how they work.

Each plumbing fixture in your home has a drain pipe specially designed to provide a water vapor barrier between your home and the sewer. The drain pipe or trap is the U-shaped area of pipe directly under the sink. The trap holds water which prevents the airborne bacteria and odor of sewer gas from entering your home. If any of your faucets are used infrequently, we suggest that they be turned on occasionally to replace the water in the trap lost to evaporation. Because of their shape, the traps are the most likely area to become clogged. Periodically check under kitchen and bathroom cabinets for leaks.

2.28(a) Clogged Drains

Many plumbing clogs are caused by improper garbage disposal use. Always use plenty of cold water when running the disposal. Supplied with a steady flow of cold water, grease congeals and is cut up by the blades. If you use hot water, grease remains a liquid, then cools and solidifies in the sewer line. Allow the water to run a minimum of 15 seconds after shutting off the disposal.

Clogged traps can usually be cleared with a plumber's helper (plunger). If you use chemicals, follow directions carefully to avoid injury or damage to the fixtures or personal injury.

Clean a plunger drain stopper, usually found in bathroom sinks, by loosening the nut under the sink at the back, pull out the rod attached to the plunger and lift the stopper out. Clean and return the mechanism to its original position.

2.28(b) Fixtures

Polished brass and other special finishes plumbing fixtures are susceptible to damage and staining if water is permitted to stand on the surfaces and by the use of an abrasive cleansing product. Most of the plumbing fixtures in your new home are plated with polished brass, bright chromium, or other finishes that are resistant to water corrosion. The plating materials forming these finishes are, however, relatively soft, and can be damaged with abrasive cleansers, scouring pads and tools. Clean the fixtures with warm soapy water and a soft sponge or cloth. Rinse with clear water and wipe dry to prevent spotting and soap buildup.

If water is permitted to accumulate and stand at the base of the fixtures, corrosion and tarnishing can result. Always wipe the area dry.

Hard water can spot and damage bright chromed plumbing fixtures. While this is not entirely preventable, you can minimize the staining and discoloration by drying the fixtures after each use.

Avoid using excessive force when you turn your faucets on and off. The seals in the faucets can be damaged by such abuse in a short time.

Faucets are equipped with aerators which mix air with the stream of water to prevent splashing. They need to be cleaned occasionally to remove a buildup of mineral deposits. When you notice that the stream of water has lessened, unscrew the aerator from the mouth of the faucet. Remove the debris and rinse the washers and screens. Replace the parts in their original order and screw the aerator onto the faucet. Perform this homeowner maintenance as needed, usually every few months.

2.28(c) Shower Doors and Tub Enclosures (If applicable)

Always rinse the walls and door of the shower after each use. Inspect every six months, or at any sign of leakage, for proper fit and for deterioration of the rubber "sweep" at the bottom of the door. Adjust the door and replace the sweep if necessary. At the same times, inspect the caulking, and re-caulk where any separations appear.

2.28(d) Toilets

Toilets are made of vitreous china, a glasslike material that is highly resistant to staining. Clean your toilets with a toilet bowl cleaner and a brush or cloth. Vitreous china is brittle and will easily break or shatter if hit with a hard object.

Always keep a plumber's plunger on hand to use in the event of a stoppage of a toilet. If a stoppage occurs, close the shutoff valve on the back side of the toilet. Usually, a few vigorous pumps with the plunger will free the obstruction. Stoppages that are construction related are covered by the Casa Fresca Home Builder's Limited Warranty. Stoppages that are not construction related are the responsibility of the homeowner. If you are unable to clear the obstruction yourself, we suggest that you call a licensed plumbing contractor.

Most blockages in plumbing drains, including toilet drains, are progressive - they begin slowly and get worse over time until the drain is completely blocked. Use a plunger at the first sign of a slow drain. This simple step can prevent most serious drain blockages.

Do not use drain cleaners for toilets. The harsh chemicals in drain cleaners can damage the toilet seals and cause a leak.

If the flush valve fails or begins to leak, you can purchase a new flush valve at a home center or hardware store. If you are not entirely comfortable with this do-it-yourself project, a licensed

plumbing contractor can perform this task.

2.28(e) Water Heater

Your water heater is covered by a warranty from the manufacturer. Please read the operating instructions, that the manufacturer provides. Periodically, and no less frequently than every three months, check the area around the hot water heater for leaks. In the event of a leak in your water heater, turn off the water supply to the water heater, close the shutoff valve on the top of the water heater, and turn off its energy supply (gas supply line or electrical). Call the Plumber listed on the warranty sticker to request service.

If you discover you have no hot water, check the pilot, temperature setting, and water supply valve before calling for service. Refer to the manufacturer's literature for specific locations of these items and other "trouble shooting" information.

If the water temperature is not hot enough, adjust the temperature at the water heater by following the manufacturer's instructions, which are usually printed on the tank. If you have small children, do not set the temperature high enough that the children might accidentally burn themselves.

While some water heaters do not require additional insulation, we suggest that you consider an inexpensive water heater blanket when it is appropriate. This can save significantly on the cost of operating the water heater. These products are available at home center and hardware stores. Check the operating manual that came with your water heater before you add an insulating blanket.

Your water heater should be drained and flushed every six months, or otherwise as according to the manufacturer's suggestions. This simple procedure will remove accumulated silt and debris so that the water heater is efficient and durable.

2.28(f) Water Lines

Water pressure is regulated. The water pressure regulator valve is usually located at the front side of the house (if required). Contact a licensed plumbing contractor for advice on how to change the water pressure in your home. Copper tubing in plumbing systems should be maintained by running water through each faucet for approximately one minute each week, to minimize stagnation.

2.29 Roofs

The roof on your home may be made of concrete tile or other roofing materials, such as asphalt composition or cedar shake shingles. While all of these materials will provide years of service and weather protection for your home, a few reminders on the maintenance of your roof could save a great deal of expense and discomfort in the future.

DO NOT WALK ON THE ROOF OF YOUR HOME. The weight of a person can easily break the tiles and destroy the masonry tile on the roof. Leaking may occur and costly repairs could be

necessary. Access to your roof is not necessary under normal conditions. If access to your roof is required, call a professional roofing contractor for advice and assistance. Broken tiles that are discovered after your New Home Orientation will not be the responsibility of Casa Fresca. Inspection of your roof by a roofing professional at least once per year, and after severe weather or upon any sign of water intrusion through the roof, is recommended.

Do not nail anything to your roof. Television antennas, cable dishes, and other potential attachments may not be allowed in your neighborhood, depending on the applicable Homeowners Association Covenants, Conditions & Restrictions (CC&Rs). You will need to check with your Homeowners' Association (if applicable). If allowed, any such attachment should only be made by a licensed roofer. Casa Fresca's Home Builder's Limited Warranty does not apply to attachments or roof penetrations that were not part of the original construction, or any damages resulting from such attachments or penetrations.

Inspect the gutters, downspouts, valleys, roof to wall flashings, and vent pipe flashings at least once each year and after each heavy rain or windstorm. Downspouts should be directed so that erosion of the soil is prevented and connection to a yard drainage system is strongly recommended.

At least once per year, and after severe weather or upon any sign of water intrusion through the roof, you should have a maintenance inspection and "tune-up" of your roof by a roofing professional. Yearly inspections and maintenance by a roofing professional will help prevent or eliminate conditions which commonly result in roof failures.

2.30 Settlement

All homes settle to some degree. Expansion and/or contraction in lumber and framing is normal and should be expected.

If the finish trim shows slight joint separation, fill the cracks with wood filler or caulk. If nails work out of position, reset them with a hammer and nail set; then fill the holes with wood filler or spackle. Normal settling, expansion, and contraction also may cause small interior wall cracks around doorways, archways, and at wallboard joints.

It is best to wait until at least the end of your first year of occupancy before repainting minor cracks until most of the settling and shrinkage is complete.

2.31 Siding

Siding is made out of cementitious material. This is designed to enhance the exterior appearance of your home while also being long lasting if maintained properly. Inspect the caulking where your siding meets a different product like windows or doors. Even properly installed caulking will shrink and must be maintained. **Avoid spraying water from irrigation or watering systems on siding surfaces.**

2.32 Smoke Detectors

One or more smoke detectors have been installed in your home. The type of smoke detector, the installation procedure, and the location(s) of the smoke detector(s) are selected to meet the requirements of local and state building codes. Do not move or disable the smoke detector. If you feel the need for additional protection, consider purchasing additional smoke detectors to be installed at additional locations.

If your smoke detector requires batteries, the batteries should be replaced every year. You should conduct monthly testing of the smoke detector and other care or maintenance as provided in any manufacturer recommendations.

2.33 Storm Water Pollution Prevention

Rainwater and irrigation pick up pollutants from many sources and carries them through the storm drain system and into local waters because the storm drains are not connected to the sanitary sewer system. The Environmental Protection Agency prohibits anything other than rainwater entering the storm drain.

Sediment from erosion is not allowed in the storm drain system at any time. Stockpiles of sand, dirt or other landscaping materials that could be washed into the street and storm drain system are not allowed. Pesticides, herbicides, and fertilizers should be used sparingly, according to the directions and kept in the original containers. Recycle yard waste or compost it.

Try to use non-toxic or biodegradable products whenever possible, especially on the exterior of your home. Use water sparingly on the exterior of your home and when washing your car. Sweep concrete driveways and sidewalks, rather than cleaning them with a hose.

2.34 Stucco

Stucco is a brittle cement product that is subject to expansion and contraction due to environmental factors in this area. Minor hairline cracks will develop in the outer layer of stucco. This is normal and does not reduce the function of the stucco in any way. They should be patched and repaired whenever you repaint your home, or more often if necessary. Stucco batches will vary in color. Stucco can discolor from exposure to wind, rain, environmental pollutants and landscaping irrigation and improvements made after construction. Prompt maintenance can minimize the discoloration of stucco. Any cosmetic problems in the stucco must be reported within 30 days after the New Home Orientation or they will not be covered by the Home Builder's Limited Warranty.

Homeowners should consider steam cleaning of stucco by a professional annually or as needed. **Casa Fresca will not be responsible for hairline cracks in stucco.** Some rules for maintaining the stucco on your home are:

A. Caulk all stucco cracks with a textured elastomeric stucco caulk and then paint over it when dry.

- B. Keep up on the exterior painting of your home. Recommended to repaint every 3-5 years.
- C. Avoid spraying water from irrigation or watering systems on stucco surfaces. Check the spray from your lawn and plant irrigation system frequently to make certain that water is not spraying or accumulating on stucco surfaces.
- D. Keep dirt a minimum of six (6) inches from the stucco screed.
- E. Do not pour concrete or masonry over the stucco screed.

2.35 Tile and Stone (If applicable)

2.35(a) Pavers

Unglazed floor tile (pavers) is an unsealed, porous tile. Dealers suggest that a penetrating sealant be used to maintain this type of floor, to prevent spills and stains from seeping into the pores (may require re-sealing after a one-year period). Application of sealant is a homeowner maintenance responsibility.

2.36 Ventilation

The exhaust fans provided in your home are designed to reduce odors, smoke, and moisture produced by cooking and bathing. Regular cleaning and inspection every six months (more frequently if required by heavy usage) will help keep them in working order. After cleaning is completed, lubricate the fan with a light household oil (and wipe up any excess oil from the surface).

If your HVAC system was installed with a Fresh Air Ventilation System, W8150 Fresh Air Ventilation Control provides fresh air to your home. The control operates a fresh air intake damper and, when necessary, activates the main HVAC blower to efficiently meet ASHRAE ventilation rates. These are installed per code in the on position. It is never recommended to put them into the override mode, however if a homeowner feels that their home has higher humidity they may turn the switch to the off position at the homeowner's discretion.

2.37 Windows

Window glass should be cleaned with water and mild cleaning products designed for use on windows. Do not clean windows with solvents, abrasive pads, putty knives, or any products which can disintegrate the rubber gasket material. Doing so may result in deterioration of rubber gaskets and can result in leaks or fogging of dual pane windows. Do not clean windows with abrasive cleansers that may cause scratches.

Casa Fresca's Home Builder's Limited Warranty does not cover scratched or broken glass windows or sliding glass doors unless reported at the time of the New Home Orientation.

Do not spray windows or screens with a garden hose. This could cause water infiltration into the structure of your home that could lead to interior damage and/or mold.

Do not apply window tinting materials made of film to double-glazed windows and doors. The use of these materials can cause a buildup of heat between the panes of glass. This excessive heat will destroy the seals and permit water condensation to form between the panes. Window tinting may limit or void coverage under your Home Builder's Limited Warranty and/or cause damage with respect to the windows in your home.

Aluminum foil also causes a heat buildup between window panes and should not be used. Use of such products may void coverage under the Home Builder's Limited Warranty for the affected windows.

Window screens should be removed and cleaned every six months with water and a mild soap. Inspect window screens annually for holes, tears, or other deterioration. Window screens should be repaired or replaced when and if necessary. Casa Fresca's Home Builder's Limited Warranty does not cover holes or tears in window screens unless reported at the New Home Orientation.

Consider your Homeowners Association regulations before you install window coverings that are visible from the street or other areas of your neighborhood.

Inspect the caulking and seals of your windows annually. Repair or replace missing caulk or damaged seals promptly. This will protect your windows. Window tracks and weep holes must be kept clean and free of debris, to facilitate proper drainage and to help prevent leaks and other problems resulting from standing water. See the discussion under "Aluminum and Vinyl Windows and Doors", below.

Inspect the interior and exterior paint on your window trim annually. Use touch up paint as required. Repaint every two years or as necessary.

2.37(a) Aluminum and Vinyl Window and Door Frames

Inspect the caulking and seals of your windows annually. Repair or replace missing caulk or damaged seals promptly. Inspect the interior and exterior paint on your window trim annually. Use touch up paint as required. Repaint every two years or as necessary. This will protect your windows.

Keep the window and door tracks free of dirt and debris. The tracks should be soft and can become damaged if they are not kept clean. Use a broom or a brush to loosen collected debris. Vacuuming thoroughly should be a part of your regular cleaning routine. Avoid using abrasive cleaners as they may scratch or damage the aluminum or vinyl frame coating. After cleaning,

apply paraffin (wax) to the locks and rollers to prevent corrosion. If windows and doors do not slide freely, an oil-free silicone lubricant can be used on the tracks.

Do not use any oil-based lubricant such as WD40. Oil attracts dust and dirt that become embedded in the lubricant and may damage the frames.

Window and doorframes have small weep holes at the bottom to permit water to drain from the tracks. Keep the weep holes open and free of debris. Avoid flooding window and doorframe tracks. Excessive water can overflow the track and back up into your home.

Please note that your sliding glass doors are more difficult to slide during the last six to eight inches of movement. This is normal and is due to environmental protection requirements for a tight seal when the door is closed. We cannot make adjustments to make the doors easier to close.

During high winds, air will penetrate your windows and doorframes, especially through the weep holes. This is normal. The weep holes are necessary for proper ventilation and you should keep them clear at all times.

2.38 Wood

Wood is throughout your home. Because wood is a natural, porous material, it requires protection with paint if it is exposed to the elements. Inspect your exposed wood surfaces every three months or after periods of inclement weather. If you find cracking or peeling of the paint, sand the area and repaint it promptly. The exterior wood on your home will require repainting every two to four years.

A certain amount of splitting, cracking, or raised grain is normal for wood exposed to the weather, and does not indicate a defect in the wood or paint. Split or damaged wood, particularly on the ends of beams, should be repaired or repainted to avoid further damage. Such cracks can be filled with wood dough prior to repainting or staining.

Small splits on the ends of beams are called checking. This is normal and does not affect the structural integrity of the beams. The natural drying of wood can result in gaps and splits in wood molding and trim parts. Nails can work loose. Reset all popped nails and reposition trim parts that have been moved by natural drying of the wood. In cases of severe warping, replace the trim parts. Fill any cracks with commercial wood filler or caulking and use touch up paint.

3. HOMEOWNER MAINTENANCE SCHEDULE

While not all-inclusive or exclusive, the following maintenance schedule should serve as a helpful guide to maintaining your new home. Please refer to the previous section, Homeowner Maintenance Obligations, for in-depth information on what to expect and how to properly maintain your new home.

3.1 Every 30 Days

Air filters: Clean or replace.

Furnace/Forced air vent: Clean or replace filter as needed.

GFI outlets: Test for proper operation.

Irrigation: Check for leaks and for proper functioning of heads.

Kitchen fan filter: Clean filter and fan housing.

Plumbing: Check all sinks, toilets, faucets, tubs, etc. for leaks.

Smoke detectors: Test for proper operation, change batteries in all at once.

Windows: Vacuum out tracks, and confirm weep holes are clear.

Cabinets: Apply proper wood protection product and clean surface.

3.2 Every 90 Days

Caulking: Inspect ALL caulking at all locations and touch up as needed.

Concrete: Clean/remove oil and grease.

Exterior doors: Inspect finish, touch up as needed. Polish door hardware. Lubricate hinges and locks if needed. Adjust weather stripping.

Interior doors: Lubricate hinges. Tighten knobs if needed. Check doorstops.

Garage doors: Inspect tracks and springs for proper operation. Lubricate hinges hardware opener and chain/drive as needed.

Landscaping: Confirm maintenance of proper and effective drainage as set by Builder.

Windows: Lubricate rollers and latches. Inspect caulking and re-caulk as needed.

3.3 Every 6 Months

Countertops: Inspect for separations at sinks and backsplash. Re-caulk as needed

Faucet Aerators: Check water flow. Clean screens. (do this every 2 months for the first 6

months)

Garage doors: Adjust travel and tension

Shower doors: Inspect for proper fit. Inspect caulking and re-caulk as needed.

Tub/Shower enclosures: Inspect for proper fit and leaks. Re-caulk as needed

Water heater: Flush to remove accumulated sediment. Check for leaks.

Weather-stripping: Inspect and adjust as needed. Replace if torn.

3.4 Every Year

Exterior doors: Re-paint/touch up as needed. Inspect weather stripping and adjust door.

Exterior paint: Inspect for cracked or peeling paint. Re-paint as needed.

Garage door: Adjust tension rods. Inspect tracks.

Patios: Re-seal all surfaces in accordance with manufacturer's specifications.

Plumbing shut-offs: Check for proper operation. Test by closing and re-opening.

Roofs: Inspect visually for damage or debris. Have roof inspected by professional

Stucco: Check for leaks, and cracks. Repair as needed and re-paint. Clean surface.