

THE NEIGHBORHOODS OF



OWNER'S MANUAL

life within walking distance®



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Owner's Manual

life within walking distance[®]



Introduction

- 1.1 Welcome
- 1.2 About EYA
- 1.3 Fair Housing

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INTRODUCTION

Welcome to the EYA Neighborhood

Congratulations, and thank you for your decision to purchase a new home built by EYA. We look forward to working with you on this exciting project.

We Know You Have Questions

New homeowners want to know about every aspect of their purchase and the homebuilding process. Over the years at EYA, we have listened with care to homebuyers' questions and observations. One result of this attention is this Homeowner's Manual. It clarifies the most important expectations in the buying and building process and serves as a reference guide to caring for your home in the years ahead.

You Can Find Answers Here

We know your time is valuable and limited, so we have compiled the information you will need here. Please read this Homeowner's Manual thoroughly. We have flagged many of the major tasks and issues, but the parts that are not marked are important as well. Please feel free to make notes in this manual.

Take It Along

Your Homeowner's Manual will be your companion throughout the buying and building process. Please bring it to every meeting, so we can refer to the guidelines and note any clarifications you may need.

Your Primary Resource

At EYA, your satisfaction is important to us. If you need additional information or details on anything in this manual, or have a question on a topic that isn't addressed, please feel free to ask. Open and honest communication is critical to a successful relationship while building your home.

Thank You From EYA

We are delighted to welcome you as an EYA homeowner and are ready to serve you. Thank you once again for purchasing an EYA home.

About EYA

EYA was founded in 1992 with the vision of building innovative urban neighborhoods to the highest standards. We have built our name and reputation by creating high quality, lifestyle friendly neighborhoods throughout the Washington Metropolitan Area. Our communities are known for their unique architecture and their *life within walking distance*[™] – both hallmark features that have resulted in long term value for our homeowners.

EYA has built approximately 3,000 homes in the Washington Metropolitan Area. We are locally owned and operated, which means you are buying a home from people that not only live and work in the area, but people committed to making a difference in their communities.

Our commitment to quality is demonstrated by an over 95% customer satisfaction rating and 1/3 of our homeowners were referred by other EYA homeowners. Like the neighborhoods we build, EYA homes are designed to stand the test of time. We are dedicated to meeting the needs of today's homebuyers for neighborhoods with a sense of place. A sense of pride. And a sense of excitement.

EYA is committed to Fair Housing

We are pledged to the letter and spirit of U.S. policy for the achievement of equal housing opportunity throughout the Nation. We encourage and support an affirmative advertising and marketing program in which there are no barriers to obtaining housing because of race, color, religion, sex, handicap, familial status, or national origin.



**EQUAL HOUSING
OPPORTUNITY**



Neighborhood Information

2.1 Contacts



Overview of the EYA Experience

3.1 Overview

Homeowner's Manual Reference Guide

Here's a guide to what you can expect during the process of homebuying and homebuilding and a reference to what is covered in the Manual.

Section 4: The Purchase Agreement

The importance of this legal document; major terms and explanations.

Section 5: Homeowner Meetings

List of meetings you should attend, their purpose, and what you must prepare.

Section 6: Financing Your Home

Explains the financing process; financing document checklist; advantages of different types of financing; loan troubleshooting.

Section 7: New Home Selections

Choosing your options; what is and isn't available; procedures to follow.

Chapter 8: Construction of Your Home

Construction process explained and terms defined; visiting your home; home inspection policies; frequently asked questions.

Chapter 9: Closing on Your Home

What must be done before the closing date; how to have a successful closing; what happens after closing.

Chapter 10: Warranty Service

Warranty policies; what to expect from your warranty; what must be done to maintain your warranty.

Chapter 11: Caring For Your Home

Protect your investment using this detailed alphabetically ordered reference guide to essential home maintenance in the years to come.



The Purchase Agreement

- 4.1 Purchasing Your Home
- 4.2 Purchase Agreement Summary

Section 4: The Purchase Agreement

4.1 – Purchasing Your Home

Of the many standard forms you will encounter in buying your home, the Purchase Agreement is an essential legal document. It represents your decision to purchase a home, defining many terms, rights and obligations. It contains a legal description of your home and its street address, financing information, homeowner association information, and additional legal provisions.

Attached to the Purchase Agreement may be addenda. These documents will vary slightly depending on the standards for the municipality in which your home is located.

The Purchase Agreement and addenda become binding only when all parties have signed the forms and attachments. As with any legal agreement, we recommend that you read these documents carefully.



**IMPORTANT
REMINDER**

4.2 – Purchase Agreement Summary

Seller: EYA is not the Seller of your home. EYA has been contracted by the Seller, typically a development partnership, to construct the homes in your community. EYA is not a party to the Purchase Agreement.

Financing: As a purchaser, you are obligated to demonstrate your financial ability to close on your new home.

- A loan application must be made within five business days of your Purchase Agreement.
- A full loan commitment must be received within 45 days of your Purchase Agreement.
- If financing is obtained through a non-designated EYA lender, you will lose any incentives that the Seller is offering.
- Locking a loan rate is at the purchaser's discretion. Neither EYA nor the Seller is responsible for any expiration of these locks prior to settlement.



**TIMING
ALERT**

Construction Standards: EYA is required to build a home that conforms to all local building codes and regulations. The home must include the features and layout specified in the Purchase Agreement, Schedule A, and Schedule B.

Closing: The Purchase Agreement explains settlement procedures and any additional costs associated with closing on your new home. You will be obligated to comply with the requirements for settlement subject to any permissible delays.

Options Policy: The cost of optional features fluctuates, so the options costs stated to the purchaser are valid only for 120 days from the date of the Purchase Agreement. The deadline to select options is 30 days before the start of construction. After your final selections appointment, no changes are allowed.

THE PURCHASE AGREEMENT

Purchaser New Home Visits and Inspections: Before the closing date, EYA will control any access you have to your new home. This is done for safety reasons.

Homeowner Associations: Your new home is in a community that is subject to the rules of a Homeowner Association. You will get a copy of Homeowner Association documents at the Purchase Agreement meeting.

Dispute Resolution: Any dispute that may arise between parties that cannot be resolved by mutual agreement will be settled by mandatory binding arbitration.

Oral Representations Are Non-Binding: You may not rely on oral representations that conflict with or add to the written documents.

Site Plan: You have the right to view a copy of your site plan prior to signing your Purchase Agreement. This plan will show the location of your home in relation to other homes and indicate any public uses located around it. The Seller neither controls nor guarantees the location of any public utilities on the site.

Mold: Neither the Seller nor EYA make any representation as to your new home being mold-free. Molds are microscopic organisms that can be found virtually everywhere and thus it is impossible to construct a 100% mold-free home.



**IMPORTANT
REMINDER**



Homeowner Meetings

- 5.1 The What and Why of Meetings
- 5.2 Homeowner's Manual Review Meeting
- 5.3 Options Selection Meeting
- 5.4 Pre-construction Meeting
- 5.5 Pre-drywall Inspection
- 5.6 Pre-settlement Orientation (PSO)
- 5.7 Pre-settlement Orientation Re-inspection
- 5.8 90-day Service Review

M E E T I N G S C H E D U L E

Date _____
Contact _____
Meeting _____

Date _____
Contact _____
Meeting _____

Date _____
Contact _____
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Date _____
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Meeting _____

5.1 – The What and Why of Meetings

Throughout the construction of your home, EYA representatives and homebuyers attend several important meetings. These meetings are held as frequent, face-to-face communication is critical to the success of your homebuilding experience.

Before the first of these meetings, you will need to thoroughly read this Homeowner's Manual. We understand that this is a lot of material to cover in a short time, but we have learned that time spent now can save homebuyers time later. As you read through this manual, please mark any questions or concerns so that we may discuss them at our first meeting.

Please bring this Homeowner's Manual to every meeting. You can add helpful notes and use it to clarify points.

Although some of our meetings might take place on weekends, most will require your time during week-day business hours. We are sensitive to your time constraints, so we encourage you to attend these scheduled meetings and prepare for them so we can cover all the necessary information efficiently. We have provided an outline of meetings below, as well as scheduling and notes pages for your convenience.



**IMPORTANT
REMINDER**

5.2 – Homeowner's Manual Review Meeting

Purpose: To ensure you fully understand this manual and know what you should expect from EYA and what EYA expects from you.

When: One week after signing your Purchase Agreement.

Where: Sales Office.

Who should attend: Led by Sales Manager; homebuyers attend; real estate agent welcome but not required.

What gets accomplished: We will go over critical dates, policies and procedures to ensure your expectations are aligned with how EYA builds homes. Should there be any areas that need further clarification, this is the time to bring them up.

Please bring or prepare: Thoroughly read this Homeowner's Manual and bring it with you.

Meeting length: 30 to 45 minutes.

5.3 – Options Selection Meetings

We hold two meetings to determine options for your home. Please note that both are time-sensitive.

Options Review Appointment

Purpose: To learn what options are available to you.

When: This meeting must occur no later than 45 days before the start of construction. The Design Consultant or Sales Manager will set up this meeting.

Where: Community Sales Office.

Who attends: Homebuyers and EYA Design Consultant or Sales Manager.

What gets accomplished: Design Consultant or Sales Manager presents available options to you.

Please bring or prepare: Homeowner's Manual.

Meeting length: Two to three hours.



**TIMING
ALERT**

Final Selections Meeting

Purpose: To make final selections. After this point, no changes will be allowed.

When: This meeting must occur no later than 30 days before the start of construction.

Where: Community Sales Office.

Who attends: Homebuyers and EYA Design Consultant or Sales Manager.

What gets accomplished: Options selection is absolutely finalized.

Please bring or prepare: Homeowner's Manual, Options Selection sheet. Some customers also find it helpful to bring fabric swatches if they are trying to color coordinate selections.

Meeting length: Two to three hours.

Special notes: Under certain conditions, an additional non-refundable deposit for options will be required. Please see your Sales Manager for details.



**FINANCIAL
PLANNING
NOTE**

5.4 – Pre-construction Meeting

Purposes:

- To introduce the community Construction Manager—the person who will be responsible for overseeing your home's construction.
- To provide EYA and homebuyers one final time to review all paperwork to ensure options selections are correct.
- To let EYA know if you will be using a home inspector at any point (see section 8.8).

When: No later than house slab being poured, although usually prior to construction beginning. Must be held during Monday through Friday business hours. The Sales Manager will set up the meeting.

Who attends: Homebuyers; Construction Manager; Sales Manager; Real estate agents welcome but not required.

What gets accomplished: Meet Construction Manager; ensure options are correct; if needed, go over home inspector procedure.

Please bring: Homeowner's Manual, Purchase Agreement, Options Selection sheet.

Meeting length: 45 minutes.

Special notes: If you will be using a home inspector, please tell EYA at this meeting. Please see section 8.8 for more information on using a home inspector.

5.5 – Pre-drywall Inspection

Purpose: To give you an opportunity to confirm that your selected options are being installed, and to see the quality and detail that goes into every home.

When: During construction just prior to drywall installation. The meeting is scheduled by the Sales Manager or the Construction Manager.

Who attends: Homebuyers, Construction Manager. **Home inspectors should not attend this meeting.** If you wish to have a licensed home inspector review your new home prior to drywall installation, please coordinate this with the Sales Manager or Construction Manager. Please keep in mind that the construction schedule will continue and we will not hold up construction while waiting for a home inspection.

What gets accomplished: You will see the quality that goes into every EYA home and confirm options have been installed correctly.

Please bring or prepare: Homeowner’s Manual, Options Selection sheet.

Meeting length: 30 minutes to one hour.

Special notes:

- Depending on construction schedules, we will only be able to provide several days notice for this meeting.
- This is a courtesy meeting. If you are unable to attend this meeting, construction will continue.
- This meeting is not an opportunity to request changes.



5.6 – Pre-settlement Orientation (PSO)

Purposes:

- To give you an overview of how your home works and what your maintenance responsibilities are.
- To meet your Warranty Manager and get overview, contact information and documents for your Warranty.
- To inspect your home and note in writing any details or cosmetic items that need attention.

When: Monday through Friday business hours, no less than 7 days prior to closing. The Sales Manager schedules meeting; EYA on-site construction team member leads orientation.

Who attends: Homebuyers, an EYA Construction Manager or Superintendent, and the Warranty Manager. Real estate agents are welcome, but not required to attend. **Home inspectors should not attend.** As this meeting is an intensive orientation that will require your full attention, please do not bring young children or family friends.

What gets accomplished:

- You will learn all details of your home and its maintenance.
- You will get all necessary information on your Warranty, including an overview, names and contact information for critical trade contractors for emergency service, and all documentation, warranties, and manuals on other consumer products in the home, such as appliances, water heaters, and furnaces.
- You will put in writing information on any details that need to be fixed. **Unless noted in writing on the provided PSO form prepared during this meeting, any cosmetic defects will be assumed to be your responsibility.**

Please bring or prepare: Homeowner's Manual, Purchase Agreement, and Options Selection sheet. Dress comfortably and wear outdoor walking shoes, as some time will be spent outside.

Meeting length: Approximately 2 hours.

Special notes:

- Should you wish to have a licensed home inspector look at the home before closing, please coordinate this with the Construction Manager prior to this orientation (see section 8.8).
- EYA will make every effort to complete work on any noted items within 30 days of your orientation.
- For additional information regarding items not covered under the warranty agreement, please see section 10.

5.7 — Pre-settlement Orientation Re-inspection

Purpose: To verify the status of any Pre-settlement Orientation inspection items.

When: Usually, the day before or the day of closing.

Who needs to attend: Homebuyers and EYA Construction Manager or Superintendent.

What gets accomplished: A brief re-inspection of your home to check any items noted in the Pre-settlement Orientation.

Please bring or prepare: List of any items noted in the Pre-settlement Orientation.

Meeting length: About 15 minutes.

5.8 — 90-day Service Review

Purpose: To address any warranty items that need attention.

When: 90 days after closing.

Who needs to attend: Homeowners, Warranty Service Manager.

What gets accomplished: Homeowners may submit a consolidated list of warranty items that need attention.

Special notes: For more information on our Warranty Service Program, please see section 10.



Financing Your Home

- 6.1 Securing Your Loan
- 6.2 Using Designated Lenders
- 6.3 Loan Application Checklist
- 6.4 Further Loan Documentation
- 6.5 Loan Processing Troubleshooting
- 6.6 When to Lock Your Rate

6.1 — Securing Your Loan

After finalizing your Purchase Agreement, it is time to secure your loan.

Homebuyers are required to make a loan application within five business days of signing the Purchase Agreement and provide an unconditional loan commitment within 45 days of ratification of the Purchase Agreement. Your home's delivery date does not affect this deadline.

You will need to give your lender a copy of the Purchase Agreement in addition to any other materials required.

Your lender's job is to understand your financial circumstances completely. You will review all information on the application with your loan officer. A situation rarely arises that your loan officer has not encountered in the past. Do not hesitate to discuss any questions you have regarding your assets, income, or credit. By providing complete information, you prevent delays or extra trips to deliver documents.



**TIMING
ALERT**

6.2 — Using Designated Lenders

EYA chooses a designated lender or lenders for each of its communities. We feel using these lenders offers homebuyers many distinct advantages:

- We choose lenders based on excellent track record, competitive rates, full selection of product, and superior service.
- Loan costs can be lower because designated lenders do a large volume of business with EYA.
- EYA receives no referral fees or financial incentive if homebuyers use designated lenders.
- EYA may offer a financial benefit to you for using a designated lender, because we are certain that these loans will be complete and on time.
- If you choose a designated lender, you will be reimbursed at closing for the expense of the credit report and appraisal.

For more information about the designated lender or lenders in your community, please ask your Community Sales Manager.

As your Purchase Agreement states, you are free to choose your own lender. However, you will not be eligible for the savings and benefits available from a designated lender. Should the lender you select fail to close on your loan when your home is complete, you will be charged \$300 per day for each day settlement is delayed.



**FINANCIAL
PLANNING
NOTE**

6.3 – Loan Application Checklist

This checklist is a general guide to gathering the information you may need for your loan application. It can speed up the loan process to collect all you can before making your loan application. Some of the items listed may not apply to you, and your lender will probably select some additional items.

Personal information

- Social Security number and driver's license for each borrower
- Home addresses for the past two years
- Divorce decree and separation agreements, if applicable
- Trust agreement, if applicable

Income

- Most recent 30 days of pay stubs
- Documentation on supplemental income such as bonuses or commissions
- Names, addresses, phone numbers of employers for past two years
- W-2's for past two years
- If you are self-employed or earn income from commissioned sales, copies of last two years' tax returns with all schedules and year-to-date profit and loss for current year
- Proof of receipt of alimony or child support, if this income is considered for the loan. (Can include three months canceled checks or three months bank statements showing deposits into recipient's account)

Real estate owned

- Name, address, and account number for current mortgage lender(s)
- Copies of leases and two years of tax returns for any investment property owned
- Estimated market value of real estate owned

Liquid assets

- Complete names, addresses, and account numbers for all bank, credit union, 401K, and investment accounts
- Copies of the past two months statements for all bank accounts
- Copies of any notes receivable
- Value of other assets such as auto, household goods, and collectibles
- Cash value of life insurance policies
- Vested interest in retirement funds or IRAs

Liabilities

- Names, account numbers, balances, and current monthly payment amounts for all revolving charge cards
- Names, addresses, and account numbers for all installment debt and approximate balances and monthly payments for such items as mortgages, home equity loans, and auto loans
- Alimony or child support payments

6.4 – Further Loan Documentation

Once you have given all preliminary information to your loan officer, your lender sends verification forms to your employers, banks, and current mortgage company or landlord, and orders the credit report and appraisal. You sign a release to authorize these steps.

Your lender will give you:

- **Good Faith Estimate:** This lists the estimated costs you will incur at closing. The figures listed on the form are subject to change based on the final loan amount you decide to borrow, the interest rate you ultimately lock into, and actual date of the closing.
- **Truth-in-Lending Disclosure:** The Truth-in-Lending Disclosure shows the total cost to you, over the term of the loan, for your specific financing. The calculation is based on the assumption that you own the home and make regular payments throughout the entire term of the loan.

Your lender will arrange for these to be sent:

- **Credit Report:** Your credit report shows the amounts of money you owe to each of your creditors, minimum monthly payments, and your payment history. You are also issued a credit score, which rates how well you use credit.
- **Appraisal Report:** The appraisal confirms the value of the home you are purchasing by comparing it to similar homes that have recently sold and settled.

6.5 – Loan Processing Troubleshooting

All information you submit to your loan officer is turned over to your loan processor for verification of the information. Full approval of your loan can range from days to weeks, depending on your particular financial situation, the type of loan program you choose, and the completeness of the materials you provide to your lender.

If additional information is required in order to provide final approval, you will receive a request from either your loan officer or processor requesting these items. Please remember that your lender requests additional items only in an attempt to obtain the best financing package for you.

The following list identifies points in processing that can be problematic and how to deal with them.

Getting the correct loan amount: Before the processor submits your file to the underwriters for final approval, he or she will verify the final sales price. Your selected options can affect this price. Make sure that all copies of addenda signed after the original Purchase Agreement, notably the Options Selection sheet, have been sent to the lender. If anything affects the total price after this point, you may have to resubmit your loan application for the higher amount, or the lender may ask you to pay for the additional items in cash.

Pre-approval and final approval: During your first meeting, you and your lender determine the timing to obtain pre-approval. With pre-approval, we can begin the home with final approval pending. The lender should discuss with you any additional items you need in order to get final approval. If any of these requested items have not been provid-

ed in a timely manner, approval may take longer.

Contingencies: Loan approvals often carry conditions of approval. The sale of a previous home and/or proof of liquid funds for settlement are two examples. Discuss any concerns you may have about such conditions with your loan officer and obtain any requested documentation as soon as possible. Once all contingencies are met, the final loan can be approved.

In accordance with your Purchase Agreement, you are required to provide an unconditional loan commitment within 45 days of ratification of your Purchase Agreement. Unless otherwise specified, your Purchase Agreement is not contingent upon the sale of a home. If the sale of your current home is a condition of your loan approval, you must qualify for a bridge loan or enroll your home in a Guaranteed Sale Program.

Loan amount change: If you qualify for an amount that is less than you requested, ask your loan officer what changes might qualify you for a larger loan.

Avoiding problems before closing: Between the time your loan is approved and the date of your closing, remember that any significant changes in your financial circumstances could impact your loan approval. If your closing occurs more than 30 days after the lender issues your loan approval, the lender may order an additional credit report just prior to the closing date. Changes in your financial circumstances, for example, purchasing a new car or increases in your charge card, will appear as a new liability on your updated credit report. Such changes may cause your lender to reconsider your approval. Holding off on such purchases until after closing is best.

Between the time of original loan commitment and settlement of your new home, should your financial circumstances change or a loan program that you were qualified for no longer be offered, you are still expected to close on your home. If you are unable to close on your home, you are not eligible for the return of your deposit.



**FINANCIAL
PLANNING
NOTE**

6.6 — When to Lock Your Rate

The only thing anyone knows for certain about interest rates is that they will change. No one can predict reliably what will happen with rates.

Locking your rate prematurely can result in extra expense if your new home is not complete in time to close within the lock period. We are happy to update you throughout the process of construction on the target delivery date. **Until we reach a point in construction where factors outside our control can no longer affect the delivery date, the decision to lock your loan is at your own risk.**



**IMPORTANT
REMINDER**



New Home Selections

- 7.1 Options Selections Overview
- 7.2 Included Features
- 7.3 When to choose Options
- 7.4 Limits to Options Selections
- 7.5 Making Your Selections
- 7.6 Options Selection Tips

7.1 – Options Selections Overview

Much of the enjoyment in buying a new home is selecting the features, finish materials, and colors. Based on feedback from our customers, EYA has developed a list of optional items that you may add to the home you have purchased. The options list gives you the ability to upgrade such items as countertops, appliances, flooring, plumbing fixtures, and more.

Your options list is given to you when you sign your Purchase Agreement. Later, at the EYA Selections Center (usually in the community Sales Office) you will have a chance to look over your options. You will be assisted by a Design Consultant or Sales Manager.

You can prepare in advance for selecting options by considering your present and future lifestyle: What are your activities, hobbies, work, and entertaining style?

7.2 – Included Features

Interiors: To find out which features are included in the base price of your home, please look at the Schedule A of your Purchase Agreement. Please review this information carefully to prevent any misunderstandings. If you have any questions, your Sales Manager can help you. As you tour a model home, please remember that some of the features may be upgrades. Please ask your Sales Manager to see which items in the model are included in the base price.

Exteriors: Much time and effort has gone into designing the color schemes and elevations for the neighborhood. No homeowner changes are permitted. Detailed information on exterior features of your home and surrounding homes can be found in Schedule B of your Purchase Agreement. After your settlement, please refer to Homeowner Association Documents for community guidelines on any changes to the exterior of your home.

7.3 – When to Choose Options

There are several advantages to selecting options during the purchasing process:

- Prices or availability of options may change while your home is being built.
- Option prices will be determined on the day you sign your Purchase Agreement and will hold for 120 days. If you choose your options after 120 days, prices and availability will be different.
- In most cases, it will cost you less to purchase an option during home construction than it will to add it in after moving in.
- Getting options at purchase gives you the opportunity to incorporate their cost into your mortgage. Purchasing after move-in means you must pay cash for the item or refinance your loan to incorporate the cost into your mortgage.



**TIMING
ALERT**



**FINANCIAL
PLANNING
NOTE**

7.4 – Limits to Options Selections

EYA does not allow selection of any features not specifically listed on the Options Selection sheet.

Different floor plans may allow different optional features. **But if an option is not on the Options Selection sheet for your home, it is not available to be purchased.**

EYA invests significant up-front time and resources on architectural elevations, floor plans, and interior finish choices that will create neighborhoods and homes of value. As a result of this up-front investment, we simply do not have the resources to customize homes for the individual purchaser.

The options we offer work well for the majority of our customers. However, we recognize that some customers will seek greater customization than we can offer. These purchasers must wait until after settlement to make such changes. Such changes may also be affected by Homeowner Association rules.

Please understand that we do not make any exceptions.



**IMPORTANT
REMINDER**

7.5 – Making Your Selections

First, carefully review the Options Selections sheet to see what items are listed.

Next, visit your Community Sales Office to look over samples and displays. During your visit, please respect any Design Consultant appointments that are already in progress.

Your Sales Manager will set up two appointments for you: The Options Review Appointment and the Final Selections Meeting. Please see section 5.3 for details on these meetings.

No changes to options selections will be permitted after the Final Selection Appointment.

Under certain conditions, an additional non-refundable deposit for options will be required. Please see your Sales Manager for details.

If construction on your home has started prior to your entering into a Purchase Agreement, certain options may not be available to you. The options you will be able to select will vary depending on how far along your home is in construction. For further information, please see your Sales Manager.



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NOTE**

7.6 – Options Selection Tips

Here are some tips to help you get and keep options you will be pleased with:

Consider timing:

- Please spend plenty of time reviewing the Options Selections sheet as soon as you get it. If you have questions, please call or email your Sales Manager or Design Consultant well before your selections appointments.
- Check with your lender before your selections appointments to ensure your options selections do not cause you to exceed your maximum loan qualification.
- By completing your selections on time, you help prevent delays caused by backorders and help us to complete your home in a timely manner.

Choose colors carefully:

- You are welcome to bring cushions or swatches to your selections appointment to coordinate colors.
- Please view color samples in both natural and artificial light to get an accurate impression of the color.
- All natural materials contain variations and will differ from those visible at the sales office. Some of the most common natural materials that experience color variations include granite, wood, and marble. Some of the most common fabricated materials that experience dye-lot variation include ceramic tile and carpeting. **Please anticipate these variations; they are not sufficient cause for EYA to change products that have been installed in your home.**



**IMPORTANT
REMINDER**

Holds and limitations:

- We reserve the right to place a hold on your selections until your lender has approved your loan and all contingencies are released.
- If you are purchasing a home that has already been started, EYA may have already made most or all of the choices for options, so you will not be able to change these. Even if an item has not been installed, it has probably already been ordered.

If a choice becomes unavailable:

- Our brand partners may update product offerings with little or no notice. EYA offers such a wide range of choices that we usually cannot predict when a particular supplier may discontinue any particular item. We regret any inconvenience this may cause.
- If a selection you make turns out to be unavailable, we will contact you and request that you make a different selection within five business days.
- Please remember that materials used when your home is built may not be available in years to come, if replacements are needed.

Keep a record:

- Please keep your Options Selection sheet in a safe place in case you need to review it later.
- The Options Selection sheet can be very useful to match paint colors, tile grout, and replacement items in years to come.



Construction of Your Home

- 8.1 The Construction Process
- 8.2 Land Development and Permits
- 8.3 Footing and Foundations
- 8.4 Framing and Carpentry
- 8.5 Mechanical Systems
- 8.6 Interior and Exterior Finishing
- 8.7 Safety Comes First
- 8.8 Private Home Inspector Policy
- 8.9 Frequently Asked Questions

8.1 — The Construction Process

The construction of a new home is exciting to watch. It is a highly coordinated effort involving many tasks. By having a general understanding of the construction process, you will know what to look forward to in the months ahead.

Your Sales Manager will inform you of the proposed start date. Once construction has begun, your town-home or single-family home should be ready in approximately 8 to 12 months. **Please note that sometimes there are circumstances beyond our control that may affect the delivery date of your home.**

To give you guidance on what to expect, here are the basic steps in the building process, in approximate order. Further information on each stage follows.

- **Preparation:** Land development, homesite preparation, complete permitting, pour footings, form and pour foundation walls, install perimeter drain if applicable, install groundwork plumbing, pour concrete slab, put in damp-proofing if applicable, backfill.
- **Framing and carpentry:** First floor, second floor, third floor, fourth floor if applicable, install roof trusses, put on roof sheathing, install windows and doors.
- **Roofing:** Felt paper layer; valley flashing; shingles, metal, or membrane.
- **Mechanical systems:** HVAC (heating, ventilating, and air conditioning), plumbing, electrical systems, rough inspections.
- **Insulation**
- **Interior finishing:** Drywall, trim, paint and stain, cabinets, countertops, floor coverings and tile, appliances, hardware, light fixtures, plumbing fixtures.
- **Exterior finishing:** Brick or siding, trim (fascia boards, gutters, cornice, etc.), painting or staining, screens, concrete or asphalt, fine grading, landscaping.
- **Construction cleaning**
- **Quality Assurance final inspection**
- Certificate of occupancy issued

8.2 — Land Development and Permits

Before any homes in your community can be built, site design and land development must be under way. Land development consists of many civil engineering tasks, such as cutting in roads, bringing utilities on-site, and stabilizing the area for sediment and storm-water management. EYA has an entire department that specializes in this process.

The location of meters, phone and electrical junction boxes, and mailboxes are outside the control of EYA. The authority of the utility companies and the U.S. Postal Service to designate placement of these items is well established.



**IMPORTANT
REMINDER**

8.3 — Footings and Foundations

Once any excavating required is completed, footings are poured. A footing is a concrete base that provides support for the house. It must be inspected by local building inspectors.

The foundation walls are then built on top of the footings. How much of the foundation is exposed will depend on the site conditions. A perimeter drain, drainage pipes that channel water away from the foundation, is then laid in crushed stone or gravel next to the footings.

The soil under the basement or slab floor is prepared with plumbing pipes and underground utilities and then checked by the local building inspector.

The basement concrete slab is poured and the water supply and electrical hookups to the public utility are then connected.

The foundation walls are then sprayed with a damp-proofing material and a building inspector checks the walls. Some EYA homes are designed with all levels above grade. The home is built on a concrete slab and the walls are typically framed in wood instead of concrete and thus are not damp-proofed.

Next is backfilling: Soil excavated for the footings and foundations is placed back around the foundation.

8.4 — Framing and Carpentry

In framing, wood studs, beams, floor joists, and roof trusses are used to create the skeletal structure of the home. EYA uses pre-assembled wall panels and roof trusses in its process. We have found panels built in a controlled environment end up straighter and squarer and have better quality. We use engineered lumber for maximum strength and to prevent sagging in the flooring systems.

Roofing follows, with roof sheathing applied to the trusses; EYA uses OSB (Oriented Strand Board) or plywood. Felt paper is applied on top of the sheathing and valley flashing, a material protecting the roof from moisture in low points where roof lines converge, is installed. The roof may be finished with roof shingles, a designer metal roof covering, or a protective membrane.

8.5 — Mechanical Systems

With your home now “under roof” and the interior walls open and accessible, the mechanical systems for your home can be installed. These include heating and air conditioning ducts, electrical lines, gas lines, and plumbing lines. Exterior finishing may also begin at the same time.

Once the mechanical systems are installed and prior to drywall being hung, you will be contacted for your Pre-Drywall Orientation meeting (see section 5.5).

Next, a building inspector will approve the home for its “close-in.” Insulation is placed in the walls, ceilings, and attic. Drywall is then attached to the studs, joists, and trusses—and the house has been “closed in.”

8.6 — Interior and Exterior Finishing

Interior finish work begins with applying drywall or sheetrock to the walls. Next comes trim work. The kitchens and baths are brought in, including cabinets, vanities, and appliances. Flooring is added, the home is painted, and final details such as light fixtures, plumbing fixtures, and screens are installed. The home is then cleaned, in preparation for your Pre-Settlement Orientation.

Exterior finishing is typically occurring at the same time. This consists of applying the veneer, which may consist of siding, brick, or stone, and other trim work or details. Your Schedule B (elevation) specifies the colors and type of materials that will be used for your exterior. Next, other exterior items are installed: These may include cornices, soffit vents, gutters and downspouts, additional flashing, landscaping, walks, etc.

8.7 — Safety Comes First

We understand that you will want to visit your new home during the construction process. A new home construction site is exciting, but it is also very dangerous.

Your safety is of prime importance to us. Therefore, we must require that you contact EYA before visiting your site. We reserve the right to require that you wear a hardhat and that a member of our staff accompany you during your visit.

Please observe common sense and basic safety procedures at all times when visiting:

- Keep children away from the site.
- Do not walk backward—not even one step. Look in the direction you are moving at all times.
- Watch for boards, cords, tools, nails, or construction materials that might cause tripping, puncture wounds, or other injury.
- Do not enter any level of a home that is not equipped with stairs and rails.
- Stay a minimum of six feet away from all excavations.
- Give large, noisy grading equipment or delivery vehicles plenty of room. Assume that the driver can neither see nor hear you.

Also, please remember that during a site visit, mud, paint, drywall compound, and other construction materials can get onto your clothes and shoes.



**IMPORTANT
REMINDER**

8.8 — Private Home Inspector Policy

If you wish to retain the services of a private home inspector to review your home during or at the end of construction, please be aware of EYA's policies regarding private home inspectors:

- Home inspectors are welcome at all EYA communities.
- All home inspectors must be licensed and insured.
- You must advise our sales and construction staff in advance that you have elected to use a home inspector.
- The home inspector must coordinate and schedule the inspection with the construction staff for the home inspection.
- The Construction Manager will require that the home inspector's visit be scheduled independently, and prior to, the Pre-settlement Orientation.
- In the event that there is a disagreement or difficulty with any issue that could be questioned by you or a home inspector, our decisions will be made based upon the standards and workmanship as described in the Home Buyer's Warranty program and as defined in your Purchase Agreement.
- EYA will address concerns involving building code or contract issues only.



**IMPORTANT
REMINDER**

8.9 — Frequently Asked Questions

I often visit my home under construction, and sometimes it looks like nothing's happening. What's going on?

Expect several days during construction of your home when it appears that nothing is happening. This can occur for a number of reasons.

The team from each building trade, such as plumbing, carpentry, etc., is scheduled days or weeks in advance of the actual work. This period is referred to as "lead time." Time is allotted for completing each trade's work on your home. Sometimes, one trade completes its work a bit ahead of schedule. The next trade is not scheduled to come in until its assigned time slot, which usually cannot be changed on short notice.

Progress also pauses while the home awaits building department inspections. This is also part of the normal sequence of the construction schedule and occurs at several points during every home construction.

Throughout construction, work progresses rapidly at some stages, as highly visible portions are completed—such as installing large expanses of walls. Progress appears slower during completion of detail work such as framing-in soffits and closets. If you have questions about the pace of work, please contact your Sales Manager for an update.

I saw something wrong with my home, but no one has fixed it yet. What's the delay?

Occasionally during the construction of a home, errors will occur. We have standardized processes to ensure that your home is built accurately. Following these processes means sometimes an error will stand until the next review phase.

Should you spot an error, please ask your Sales Manager for an “Our Buyer Wants to Know” form, fill it out, and pass it on to the Sales Manager. In most cases, we have already spotted the error and will be taking care of it after the next review.

Who has a key to my home? When will the locks be changed?

Once exterior doors and locks are installed, we will access your home with a construction master key. Company policy prohibits staff members from loaning these keys to customers. When you take possession, using your permanent key in the locks for the first time will reposition the lock tumblers. The construction master keys will no longer open your home.

The builder is putting in a different feature than the one specified. Why the change?

There are many reasons substitutions of building elements can occur:

- The new-home industry, building trades, and product manufacturers are continually working to improve methods and products.
- Manufacturers sometimes make model changes that can impact the final product. As an example, appliance manufacturers generally make design changes every year.
- Certain models that may be seen in existing homes or models may not be currently available.

Please remember that in all instances, as required by your Purchase Agreement, any substitution of method or product that we make will have comparable quality to that shown in our models.

Such substitutions or changes may become necessary because of matters outside our control, and we reserve the right to make them without notification.

Why isn't my home exactly like the model in every respect?

Dozens of trade contractors have assembled your home. The same individuals rarely work on every home, and even if they did, each home would still be unique. Exact placement of switches, outlets, registers, and so on will vary from the model and from other homes of the same floor plan.

Why isn't my home exactly the same as one I saw in another EYA community?

Our company will build your new home to the construction quality standards described in your Purchase Agreement and set forth in your Home Buyer's Warranty. Please be advised that different communities have different specifications, so if you see a feature or method in one of our homes at a different community, do not assume this will be used in your community. Sometimes standard features will vary from model to model within the same community. To see what is standard on your home, consult Schedule A of your Purchase Agreement. If you have any questions, do not hesitate to contact your Sales Manager.

My home under construction looks so messy. Are the builders cleaning up?

During the construction process, every home experiences some days when it is not at its best. Homes under construction endure wind, rain, snow, foot traffic, and activities that generate noise, dust, and trash. Material scraps are a byproduct of the process.

Your new home is cleaned by each trade upon completion of their portion of the work, but during your visits you will encounter some messy moments nonetheless. Keep in mind that the completed homes you toured have endured such

“ugly duckling” stages, too.

What if construction gets behind schedule?

The delivery date for your new home begins as an estimate. Until the roof is on and the structure is enclosed, weather can dramatically affect the delivery date. Even after the home itself is past the potential for weather-related delays, weather can severely impact installation of utility services, final grading, and concrete flatwork, to mention a few examples. Extended periods of wet weather or freezing temperatures bring work to a stop in the entire region. When favorable conditions return, the tradespeople go back to work, picking up where they left off. Please understand that they are as eager as you are to get caught up and to see progress on your home.

When will my home be ready? When can I plan my move?

EYA recognizes that timing is critical to planning your move. Although a guaranteed date is unrealistic in the early stages of construction, EYA can provide regular updates. As the home nears completion, we should be able to provide a tentative delivery date (usually 30 days before the closing). Meanwhile, be flexible and avoid making arrangements that might cause you worry if the move-in date changes.

Your Sales Manager will update you on the estimated delivery date at each of our construction meetings. You are also welcome to check with us for the most current target date. As completion nears, more factors come under our control, and we can be more precise about that date.

We suggest that until you receive this commitment, you avoid finalizing arrangements for your move. Until then, flexibility is the key to comfort, sanity, and convenience. We want you to enjoy this process and avoid unnecessary stress caused by uncertainty that cannot be avoided. Please keep in mind that your belongings may be brought into the home only after closing, because of insurance issues and the regulations of the applicable building department.

Why doesn't construction on my home start immediately after I sign my Purchase Agreement and complete my options?

There are several reasons that construction may not start immediately after you sign your Purchase Agreement and select your options. The two most common reasons are:

- 1) A certain amount of land development activity may need to occur in that location of the community prior to starting construction, which may not be scheduled until a later date.
- 2) Your home is attached to other homes, and the Seller's bank may require a certain percentage of those homes sold prior to releasing funds for the start of construction of that group of homes

Your Sales Manager will keep you informed on the scheduled start date for your home, so you can plan accordingly. While we do our best to project when we will start your home, it is an estimate only.



Closing on Your Home

- 9.1 Overview
- 9.2 The Closing Date
- 9.3 Preparing for Closing
- 9.4 What Happens at Closing
- 9.5 “The Final Number”
- 9.6 After Closing
- 9.7 Supplemental Tax Bills

9.1 – Overview

At closing, the ultimate purpose of your Purchase Agreement is realized — ownership of your new home! Legal title is transferred to your name(s) and the loan, if applicable, is recorded. The process usually takes about one to two hours and occurs at a Title Company, often referred to as the Settlement Agent.

9.2 – The Closing Date

While EYA recognizes that timing is important in planning your move and locking in your loan, it is difficult for us to specify an exact closing date. Many factors beyond our control during construction—product shortages, weather, back-orders, labor delays, etc.—can affect this date. EYA will do its best to notify you of the closing date as soon as we can but cannot guarantee closing on this date.

Contractually, EYA is required to provide five days' notice of the specific date and closing time. However, we will most likely be able to provide you with a reasonable estimate of the date within 30 days of closing. You will receive a verbal confirmation of your settlement date from your Sales Manager, which will be followed shortly by a written notice from EYA.



**TIMING
ALERT**

9.3 – Preparing for Closing

Here are some of the things that need to be done in advance of closing:

Choose your Title Company: The closing on your new home typically takes place at the Title Company. While you may legally choose any Title Company or attorney you wish to conduct a closing, we recommend the use of Urban Title Services, LLC, a title insurance agent affiliated with EYA, for the provision of title insurance, and Capitol Title Insurance Agency, Inc., and Walker Title & Escrow Co. Inc., which have offices in Washington, D.C., suburban Maryland, and Northern Virginia, for the provision of settlement and escrow services.

EYA has an affiliated business arrangement with these title-service providers. This can work to your advantage in that these companies have successfully conducted closings and provided title insurance for hundreds of EYA home purchasers. Details of this affiliation are described in your Purchase Agreement.

Provide proof of insurance: You need to provide proof from your insurance company of your homeowner's policy. Your insurance agent should know exactly what is needed. We suggest you arrange for this at least three weeks before the expected closing date.

Arrange for payment: Plan to bring a certified or cashiers check, made payable to the title company, to the closing table. In your planning, be sure to allow time to arrange for and obtain these funds. Keep in mind that some banks place a hold on money moved between accounts.



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The exact amount needed is not usually known until settlement, so please bring a personal check as well, to cover any additional money that may be owed. This is typically a small amount, because of prorations, so it does not need to be paid for by certified check. If for any reason all funds are not paid at closing, you will be unable to close on your home and receive the keys.

Read your Warranty: We provide a copy of the limited warranty in this manual for your review. Please read it thoroughly. You will sign the application for enrollment of your Warranty at closing.

Resolve all EYA or lender issues: The title company is not authorized to negotiate or make representations on behalf of any of the parties involved in the closing. Therefore, please discuss any questions, agreements, or other details directly with us or with your lender in advance of the closing.

Contact utility companies: EYA will have utility service removed from its name on your home after closing. Prior to closing, you will need to notify all applicable utility companies of your move so that service will be established in your name. We suggest that you contact these companies well ahead of time to avoid any interruption in service.

If you ordered a security system for your home, you can arrange to activate that system by contacting the monitoring service for a connection appointment. For your convenience, we have included a list of your utility companies and contact information in section 2, Community Information.

Garage door opener operators: Garage door opener operators, if applicable, will be provided for you prior to closing. If you wish to change the code, review the manufacturer instructions. Batteries typically need to be replaced about once a year. You will receive two controls for each garage door opener installed in your home. If you need additional operators, contact the garage door opener company using the customer service number shown in the manufacturer's literature that came with the openers.

Mailbox keys: U.S. Postal Service regulations vary by community. Typically, we are not permitted to deliver mailbox keys to you. Mailbox keys, where applicable, are available from your post office. You will need proof of identity, and you will be asked to sign for your keys.

9.4 — What Happens at Closing?

At closing, the documents necessary to convey your new home to you and to close the loan from the mortgage company will be signed and delivered. In addition to these standard items, the lender, the Title Company, and EYA may require other documents to be signed. These include:

Deed: The special warranty deed conveys legal title to the home and lot to you, subject only to permitted exceptions.

Title Commitment: Prior to closing, the Title Company will issue a title insurance commitment, which protects you

and your mortgage lender against loss or damage resulting from defects of title or the enforcement of liens against your title, subject to the permitted title exceptions that may be described in the purchase agreement. Title insurance requires payment of a one-time premium at the time of settlement, which protects you for as long as you own the property.

Lenders require title insurance in the amount of the mortgage. This insurance protects the lender in the event the title search missed anything. You are wise to elect to purchase an owner's policy to protect your interest in the property. By ordering the owner's policy from the same company that issues the lender's policy, you can save a bit; the title insurance company will usually issue a second policy at a discounted rate called a "simultaneous issuance" rate.

Warranty: You will sign the application for enrollment of your Home Buyers Warranty at closing. Your certificate of warranty coverage and warranty booklet will be sent to you approximately 30 days after closing.

Deed of Trust: This encumbers your home as security for repayment of the promissory note.

9.5 — "The Final Number"

Certain customary items in connection with the property will be prorated to the date of closing, such as prepaid expenses or reserves required by your lender and homeowners association, if applicable. Prorations of general real property taxes and assessments will be based on the current year's taxes and assessments or, if these are unavailable, on the taxes and assessments for the prior year.

The final-cost figure is available only one or two days prior to the actual closing date. Your mortgage lender will provide you with a Good Faith Estimate of Closing Costs at the time you submit your loan application. Although a more precise estimate may be determined before the date of closing, the proration of several items included is affected by the closing date and cannot be calculated until that date is known. The Real Estate Settlement Procedures Act (RESPA) provides you with many protections.

We understand that the last-minute nature of receiving this number can be frustrating. Unfortunately, it is an unavoidable part of the process. By expecting it, you will be better prepared for your closing.

9.6 — After Closing

Here is what to expect in the days after closing:

House keys: When the closing process is complete, you will receive the keys to your new home. There will be two keys for each lock on your home. The same key will operate both the knob and the deadbolt locks. When you insert your new key for the first time in each lock, the tumblers are altered and our master key will no longer unlock your door.

We recommend that you try all of the keys in all of your locks to confirm smooth operations. Depending on the number of family members living in the home, you may want to get extra copies of your house keys made.

Trash cans: A trash can will be provided for your home, which will be obtained through the property management company. If the trash can is not in your home on the day of settlement, please contact your property management company to arrange for having one delivered.

Storing documents: We suggest that you store the legal documents from your closing with other valuable papers, in a safe place. You will need them for tax purposes and if you refinance or sell your home.

First mortgage payment (if applicable): Your lender will provide you with information on where to send your mortgage payments and when the first payment will be due. Many lenders supply payment coupons for you to send in with your payments.

Warranty documents: You will receive from your Warranty Company a certificate of warranty coverage and warranty booklet approximately 30 days after closing.

Title policy document: The title insurance company will mail the actual policy in the weeks following the closing. When you receive this, keep it in a safe place with your other important papers.

Register your appliances: Please register your kitchen appliances with the manufacturers for warranty.

9.7 — Supplemental Tax Bills

Many jurisdictions assess on a quarterly basis the value of each lot under construction and bill the Seller of your community for any additional tax due at the new assessed value.

If the Seller of your home receives the tax-improvement bill prior to settlement, EYA pre-pays the full amount of the bill on behalf of the Seller. We pro-rate the bill based on the number of days in the tax period that the house was owned by the Seller. This is reflected on the HUD-1 Statement you receive at closing.

When a tax-improvement bill is received post-settlement and settlement occurred prior to the supplemental tax period (i.e., if a lot settled in March and the tax period is April through June), it is the homeowner's responsibility to pay the bill in full. If this occurs, EYA will mail the supplemental tax bill to you and instruct you to pay the bill in full and update the account information. It is important to pay these tax bills in a timely manner. The City or County may not record the sale or transfer the deed if there are real estate taxes outstanding on the property.

When the Seller receives the tax improvement bill post-settlement and settlement occurred during the supplemental tax period (i.e., the lot settled in April and the tax period is April through June), both the Seller and the homeowner are responsible for paying a portion of the tax bill. If this occurs, EYA will mail the supplemental tax bill to you and ask you to pay it in full. In addition, we determine the amount owed by the Seller based on the number of days it owned the house prior to settlement and advise the homeowner to contact the Project Accountant for the Seller for reimbursement. It is, however, your responsibility to pay the tax improvement bill in full and update the account information.

Please note that any questions related to whether the tax improvement bill is covered by the homeowner's Escrow Account should be directed to your mortgage company.



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Warranty Service

Contacting Warranty Service

Email - warrantyservice@eya.com

Website – www.eya.com – click on “Homeowner Resources”, then select the “Service Requests” link on the left side.

Mail: EYA Warranty Service

4800 Hampden Lane, Suite 300

Bethesda, MD 20814

Phone – 301-634-8700

Fax – 301-634-8711

Please remember that warranty service requests must be in writing.

- 10.1 Warranty Overview
- 10.2 Warranty Service Program
- 10.3 Section Removed
- 10.4 The 90-Day Service Appointment
- 10.5 Warranty Service Request Guide
- 10.6 Warranty Service For Emergencies
- 10.7 Appliance Warranty Service
- 10.8 Cosmetic Items Excluded From Warranty
- 10.9 Additional Items Excluded From Warranty
- 10.10 Quick Reference to Your Maintenance Responsibilities
- 10.11 Consult Your Warranty
- 10.12 Model Home Warranties

10.1 - Warranty Overview

Your home warranty covers different parts of your home differently. Here is a look at the basics:

- All EYA built homes are enrolled in and insured through a warranty program and come with a one-year Limited Warranty against defects in workmanship, fixtures, and materials.
- Your appliances are warranted for a period of one year directly by the manufacturer.
- Defects in the electrical, plumbing, and mechanical systems (equipment and fixtures are excluded except as required within certain municipalities) are covered for two years under the Limited Warranty.
- Structural defects are warranted for 10 years.
- If the house is sold, the Limited Warranty transfers to each owner for the remainder of the warranty term.
- The warranty limitations are outlined and described in detail in the warranty booklet.
- Specific warranty coverages are stated on your Certificate of Warranty Coverage.

10.2 - Warranty Service Program

Your first introduction to the EYA Warranty Service Department occurs at your Pre-settlement Orientation. At this meeting, you will meet the Warranty Manager, learn how the process works, and receive all warranty booklets and emergency contact information.

After closing, you will have a new point of contact. The Warranty Service Department and the Warranty Service Manager for your community are responsible to oversee all warranty repairs to your home for the duration of the warranty period.

10.3 - Section Intentionally Left Blank

10.4 - The 90 Day Service Appointment

As you experience living in your new home, you might encounter some items that will require attention. The Warranty Service Department will address these items approximately 90 days after your closing. Hopefully most of these items will be minor and can be accumulated to be addressed at one time. Our homeowners have found this approach solves problems in the most convenient, least disruptive way.

A reminder letter about your 90-Day Service Appointment will come from our Warranty Service Department approximately two months after your closing. Your appointment will be during regular Monday-Friday business hours. If something occurs that needs emergency attention, see section 10.6 for what to do.

To prepare for your appointment, fill out a warranty request form. These are included with your Pre-settlement Orientation

materials. All warranty requests must be submitted in writing to the Warranty Service Department or on the EYA website by selecting "Homeowner Resources" from the main menu, then clicking on the "Service Requests" link on the left side.

After receiving your warranty request, a Customer Service Representative will schedule an appointment to review the items and coordinate the necessary repairs. The items on your list must be inspected to determine appropriate necessary action.



**TIMING
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In addition to your 90-day service appointment, a one-time-only service of re-caulking, re-grouting and repair of nail pops where needed is provided during the first year after closing. After this time, these items are considered normal maintenance items and are the responsibility of the homeowner.

10.5 - Warranty Service Request Guide

After the 90-day list has been completed, you can submit additional warranty requests on an "as needed" basis for the duration of the one-year warranty period. Of course, you can contact the Warranty Service Department at any time regarding specific problems or routine warranty requests.

Scheduling and completing services: Our Warranty Service Department is committed to giving each of our homeowners prompt, courteous and efficient warranty service. To help us achieve this, all warranty requests are entered into a database list management system. Service orders are then issued to the responsible contractors with completion dates. **Construction personnel, Warranty Representatives and subcontractors are responsible to schedule their respective appointments directly with the homeowner and complete their work by the completion date.** You will be asked to sign the service order after the work has been satisfactorily completed. Completion of service items should be expected within 30 days of the service order issue date, unless otherwise notified.

Put it in writing: In order to comply with the conditions of the warranty program we are required to have a written record of all warranty items. Even if you telephone us, you will need to provide a written record. To comply with the terms of your warranty agreement, as well as for reasons of accuracy, **all non-emergency items for which you request service must be reported in writing.**

We ask our community sales and construction personnel not to accept requests for warranty work, but rather to direct homeowners with warranty issues to the Warranty Service Department. All warranty service requests must be documented within the prescribed warranty period. Requests submitted after this will be denied, as your warranty coverage will have expired. For more specific details on reporting one-year workmanship or two-year system defects, please refer to your Warranty.

Essentials on the request: When submitting all written information, please remember to include the following information:

- your name and address
- your community name and lot number
- your telephone numbers
- your email address
- best way to contact you during regular business hours



**IMPORTANT
REMINDER**

10.6 - Warranty Service for Emergencies

Sometimes a situation could require immediate attention. Examples of emergencies include:

- A plumbing leak that requires water to the entire home to be shut off.
- Total loss of water (after checking with water company to ensure it is not a regional problem).
- Total loss of electricity (after checking with electric company to ensure it is not a regional problem).
- Total loss of heat when outside temperature is below 45 degrees (please note that loss of air conditioning is not an emergency).
- Gas leak (if you smell gas, you should leave your home immediately and call the gas company).
- Total sewage blockage or sewer backup. (Note: Stopped-up commodes are not considered an emergency and are usually not covered under the builder's limited warranty agreement.)

If an emergency occurs after normal business hours or on a weekend or holiday, you should contact the appropriate contractor directly. Contractor names and information are listed with information you receive in your Pre-settlement Orientation.

If emergency service is not available by the contractor listed in your Pre-settlement Orientation information, you are authorized to contact another emergency service technician. If another contractor is used, you will be reimbursed for the cost of the repair if the defects are covered under the Limited Warranty agreement.

To ensure compliance with your warranty, please advise our Warranty Service Department as soon as possible regarding any emergency after-hours service. To be reimbursed, please submit a copy of the invoice or receipt identifying the service required, along with your name and identifying information as outlined above. We will see to it that you are promptly reimbursed for all charges covered under your warranty.

Should an emergency occur during normal business hours, please contact our Warranty Service Center as usual.

Occasionally, questions come up on damage caused by a storm or natural disaster. Damage caused in such situations is not covered under any builders limited or extended warranty. Please contact your homeowner's insurance agent should your home sustain this type of damage.

10.7 - Appliance Warranty Service

All appliances are warranted directly by the manufacturer. The warranty extends one year from the date of settlement. To the extent the manufacturer warrants the equipment, such warranties are in lieu of any warranty by the builder. Please register your appliances with the manufacturer for warranty directly after closing.

If your appliances need repair, you will need to work directly with the manufacturers, not with our Warranty Service Department. To find Customer Service phone numbers, look in the use and care manuals for the individual appliances. Be prepared to provide the model and serial number of the appliance and the closing date of your home. Please refer to the literature provided by the manufacturer for more complete information regarding your warranty.

10.8 - Cosmetic Items Excluded From Warranty

Please note carefully the condition of all finished surfaces (cabinets, countertops, flooring, fixtures, etc.) during the Pre-settlement Orientation. **Unless noted in writing and given to the EYA staff during this orientation any cosmetic defects or blemishes will be assumed to be your responsibility.**

10.9 - Additional Items Excluded From Warranty

The following is a partial list of other damage excluded from the Limited Warranty. Please consult your warranty for more complete details and further information.

- Roof damage caused by others or by failure to remove a roof drainage blockage at any time.
- Loss or damage resulting from ice dams on roofs and overhangs.
- Loss or damage resulting from leaks, where the cause of the leaks are determined to result from severe weather conditions, such as ice and snow build-up, winds 40 mph or greater and driving rains.
- Damage to concrete or brick from improper use of de-icing chemicals.
- Electrical equipment and wiring damage caused by abuse, misuse, or repairs or alterations made by other than the builder.
- Any and all consequential damage caused by any defect, including personal injury or damage to personal property of the homeowner or any third party, costs of shelter, transportation, food, moving, storage, or other incidental expenses related to relocation during repair, or any other cost due to loss of use, inconvenience or annoyance.
- Stopped-up commodes (unless it is determined the stoppage is due to a structural problem in the drain line, defective fixture, or construction debris).
- Any appliances, fixtures, or items of equipment warranted directly by the manufacturer.



**IMPORTANT
REMINDER**

10.10 - Quick Reference to Your Maintenance Responsibilities

There are certain items not covered under our warranty agreement that require periodic homeowner maintenance. A detailed guide to maintenance for these and many other aspects of your home is found in section 11, "Caring For Your Home." For your convenience, here is a quick reference to maintenance musts:

Caulking and grouting: After the expiration of your one-year warranty agreement, repairs to interior caulking and grouting around sinks, bathtubs, showers, tile and woodwork due to normal shrinkage, drying, and settling conditions are normal maintenance issues and are your responsibility. **The builder will correct these one time during the first year of the warranty period.** We suggest that you wait to schedule this repair until after the heating season, preferably toward the end of your one-year warranty, to allow for maximum expansion and contraction of caulk.

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Nail pops and drywall cracks: Superficial imperfections in the drywall finish including nail pops, minor cracking of drywall seams, and other cosmetic blemishes are not covered under our warranty agreement. A one-time-only repair of nail pops is provided under the warranty agreement. We suggest that you wait until the end of your warranty period to allow for normal settling of your home.

Heating and air-conditioning system: Furnace filters should be cleaned or replaced monthly to help air flow. The system should be serviced once a year by a professional technician to maintain its efficiency. Failure to keep your filters clean will put an unnecessary strain on the system and may void your warranty on certain components. Clogged condensate lines are not the responsibility of EYA and are not covered under the warranty agreement. It is your responsibility to periodically check and clean these when necessary. Any damage to your home, including damage to equipment and fixtures, which occurs because of lack of maintenance, is not the responsibility of EYA.

Electrical power check: If electrical power becomes interrupted, check the electrical breaker panel box and the GFI breakers to see if they are in the tripped position. If they are, simply reset them to the "on" position. Always check the circuit breakers before calling an electrician for an electrical problem.

Gutters: Gutters and downspouts should be kept clean and free of leaves and debris for proper drainage. Stopped-up gutters are not covered under the warranty. Maintenance to gutters is especially important before the winter months. Blocked gutters can cause ice dams, which can lead to damage to your home.

Stopped-up commodes: Per Federal government requirements, water-efficient commodes have been installed in all new homes. Occasional stoppage due to the nature of the fixture will require a plunger to clear the line. Unless it is determined that the stoppage is due to a structural problem in the drain line, defective fixture or construction debris, stopped-up commodes are the responsibility of the homeowner and are not covered under the warranty.

Landscaping: Watering and maintaining landscape material is the responsibility of the homeowner. Plants and/or grass that do not thrive because of improper care will not be covered under the warranty.

Exterior maintenance: The cleaning and maintenance of decks, patios, lead walks, stoops, porches, roof decks, and driveways is not the responsibility of EYA. Mold, mildew, moss, efflorescence and other naturally occurring substances on these surfaces are not covered under the warranty and are the responsibility of the homeowner.

10.11 - Consult Your Warranty

A sample copy of your Warranty can be found in this manual. This document provides the specifics of your warranty coverage. Please read over these documents. They govern the determination of coverage and the steps that need to be taken for coverage.

10.12 - Model Home Warranties

In the event you have purchased a home that has been used as a model home or sales office for the community, the warranty is different. As these homes have already been used, the only warranty that will apply will be the balance of the 10-year structural warranty. In some cases, you may be able to purchase additional warranty coverage, however this is not

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done through EYA or the Seller of the home, and would be at your expense.

In addition, a model home or sales office is purchased in "as-is" condition, so the home as you see it, is how it will transfer. This means that the "wear and tear" that the home will have experienced during its use, will not be repaired.

For additional information about this, please see your sales manager.

BUILDER'S LIMITED WARRANTY

Administered by Professional Warranty Service Corporation



Professional
Warranty
Service
CORPORATION

This **BUILDER'S LIMITED WARRANTY** becomes valid only when it is issued to you with a Builder's Limited Warranty Coverage Validation Form. The Builder's Limited Warranty Coverage Validation Form provides the dates on which the specific warranty coverage periods begin and expire. It is important that the validation form be retained with the **BUILDER'S LIMITED WARRANTY**.

Throughout this **BUILDER'S LIMITED WARRANTY** the words "**YOU**" and "**YOUR**" refer to the **HOMEOWNER**. The words "**WE**", "**US**", and "**OUR**" refer to the **BUILDER**. The other words and phrases which appear in boldface uppercase type also have special meaning. Refer to the Definitions section, so that **YOU** will understand the terminology applicable to this **BUILDER'S LIMITED WARRANTY**.

This **BUILDER'S LIMITED WARRANTY** does not cover **CONSEQUENTIAL DAMAGES** or incidental damages. Liability under this **BUILDER'S LIMITED WARRANTY** is limited to the amount shown on the Builder's Limited Warranty Coverage Validation Form. Some States prohibit the exclusion or limitation of **CONSEQUENTIAL DAMAGES** or incidental damages by the **BUILDER**, so all the limitations or exclusions may not apply to **YOU**.

WE make no housing merchant implied warranty of habitability or any other warranties, express or implied, in connection with the sale of the **HOME** and, to the fullest extent permitted by law, all such warranties are excluded, except as expressly provided in this **BUILDER'S LIMITED WARRANTY**.

If **YOU** are purchasing the **HOME** with FHA, VA, or USDA financing, **YOU** should note the HUD Addendum near the back of this booklet.

WE have contracted with Professional Warranty Service Corporation (**PWSC**) for certain administrative services relative to this **BUILDER'S LIMITED WARRANTY**, but under no circumstances or conditions is **PWSC** responsible for fulfilling **OUR** obligations to **YOU** under this **BUILDER'S LIMITED WARRANTY**. **PWSC** is neither the warrantor nor **OUR** co-warrantor on the **HOME**.

I. Coverage Limit

The amount shown on the Builder's Limited Warranty Coverage Validation Form is **OUR** limit of liability. It is the most **WE** will pay or expend for all covered **DEFICIENCIES** or **DEFINED STRUCTURAL ELEMENT FAILURES** regardless of the number of claims made during the warranty period. Once **OUR** limit of liability has been paid, no further claims can be made against this **BUILDER'S LIMITED WARRANTY**.

II. Warranty Coverage

Coverage under this **BUILDER'S LIMITED WARRANTY** changes over the course of the ten year term. Section A refers to coverage provided during the first year; Section B refers to coverage provided during the second year; and Section C refers to coverage provided during the third through tenth year.

Section A Coverage

Beginning on the **WARRANTY DATE-HOME** and **WARRANTY DATE-COMMON ELEMENTS**, **WE** warrant for one year that the construction of **YOUR HOME** (including **COMMON ELEMENTS** related thereto) will conform to the **STANDARDS OF PERFORMANCE** for first year coverage and warranty tolerances for **DEFINED STRUCTURAL ELEMENT FAILURE(S)**. **DEFICIENCIES** during the first year of coverage on appliances and equipment shall be corrected by us if the malfunction of the appliance or equipment is due to damage during installation and/or improper installation. Coverage under Section A expires one year after the **WARRANTY DATE-HOME** and/or **WARRANTY DATE-COMMON ELEMENTS**. To be eligible for coverage **WE** must receive written notice of the **DEFICIENCY** or **DEFINED STRUCTURAL ELEMENT FAILURE** within thirty (30) days after the expiration date of the coverage.

Section B Coverage

During the second year following the **WARRANTY DATE-HOME** or **WARRANTY DATE-COMMON ELEMENTS**, **WE** warrant that **SYSTEMS** (including the **COMMON ELEMENTS** related thereto) will conform to the **STANDARDS OF PERFORMANCE** for second year coverage and warranty tolerances for **DEFINED STRUCTURAL ELEMENT FAILURE(S)**. Coverage under Section B expires two years after the **WARRANTY DATE-HOME** or **WARRANTY DATE-COMMON ELEMENTS**. To be eligible for coverage **WE** must receive written notice of the **SYSTEMS DEFICIENCY** or **DEFINED STRUCTURAL ELEMENT FAILURE** within thirty (30) days after the expiration date of the coverage.

Section C Coverage

During the third through tenth years following the **WARRANTY DATE-HOME** or **WARRANTY DATE-COMMON ELEMENTS**, **WE** warrant the construction of **YOUR HOME** (including **COMMON ELEMENTS** related thereto) will conform to the warranty tolerances for **DEFINED STRUCTURAL ELEMENT FAILURE(S)**. Coverage under Section C expires 10 years after the **WARRANTY DATE-HOME** or **WARRANTY DATE-COMMON ELEMENTS**. To be eligible for coverage **WE** must receive written notice of the **DEFINED STRUCTURAL ELEMENT FAILURE** within thirty (30) days after the expiration of the coverage.

III. OUR Coverage Obligations

All notices of **DEFICIENCIES**, **DEFINED STRUCTURAL ELEMENT FAILURES**, and complaints under this **BUILDER'S LIMITED WARRANTY** must be made by **YOU** in writing. Telephonic or face-to-face discussion will not protect **YOUR** rights under this **BUILDER'S LIMITED WARRANTY**.

WE will have been considered to have breached this **BUILDER'S LIMITED WARRANTY** only if **WE** fail to correct a **DEFICIENCY** or **DEFINED STRUCTURAL ELEMENT FAILURE** in accordance with the terms and conditions of this **BUILDER'S LIMITED WARRANTY**.

DEFICIENCIES

In the event a **DEFICIENCY** occurs during the applicable coverage period, **WE** will, upon receiving written notice from **YOU**, test or inspect the **DEFICIENCY** to confirm coverage for the **DEFICIENCY** within a reasonable time after **WE** receive **YOUR** notice. Upon confirmation of a **DEFICIENCY**, **WE, OUR** insurer, or another third party designated by **US** will repair, replace or pay **YOU** the actual cost of repairing or replacing the **DEFICIENCY**. The decision to repair, replace, or to make payment to **YOU** is at **OUR** or **OUR** insurer's sole option.

DEFINED STRUCTURAL ELEMENT FAILURE

In the event a **DEFINED STRUCTURAL ELEMENT FAILURE** occurs during the applicable coverage period, **WE, OUR** insurer, or another third party designated by **US** will, upon receiving written notice from **YOU**, test or inspect the **DEFINED STRUCTURAL ELEMENT FAILURE** to confirm coverage for the **DEFINED STRUCTURAL ELEMENT FAILURE** within a reasonable time after **WE** receive **YOUR** notice. Upon confirmation of a **DEFINED STRUCTURAL ELEMENT FAILURE**, **WE, OUR** insurer, or another third party designated by **US** will repair, replace or pay **YOU** the actual cost of repairing or replacing the **DEFINED STRUCTURAL ELEMENT FAILURE**. The decision to repair, replace, or to make payment to **YOU** is at **OUR** or **OUR** insurer's sole option.

IV. Coverage Limitations

When **WE** repair a **DEFICIENCY** or **DEFINED STRUCTURAL ELEMENT FAILURE**, the repair will include the correction or replacement of only those surfaces, finishes and coverings that were damaged by the **DEFICIENCY** or **DEFINED STRUCTURAL ELEMENT FAILURE** that were part of the **HOME** when title was first transferred by **US**.

WE will repair and replace surfaces, finishes and coverings that require removal or replacement in order for **US** to repair or replace **DEFICIENCIES** and **DEFINED STRUCTURAL ELEMENT FAILURE(S)**. The extent of **OUR** repair and replacement of these surfaces, finishes or coverings will be to approximately the same condition they were in prior to the **DEFICIENCY** or **DEFINED STRUCTURAL ELEMENT FAILURE**, but not necessarily to a like new condition.

WE will only refinish those surfaces that were damaged by a **DEFICIENCY** or **DEFINED STRUCTURAL ELEMENT FAILURE**.

When **WE** undertake repair on surfaces, finishes and coverings, **OUR** repair will attempt to achieve as close a match with the original surrounding areas as is reasonably possible, but **WE** cannot guarantee an exact match due to such factors as fading, aging and unavailability of the same materials.

V. Exclusions

- A. This **BUILDER'S LIMITED WARRANTY** does not cover:
1. Any **DEFICIENCIES** or **DEFINED STRUCTURAL ELEMENT FAILURE(S)** resulting, either directly or indirectly, from the following causes or occurring in the following situations:
 - a. Fire;
 - b. Lightning;
 - c. Acts of God;
 - d. Explosion;
 - e. Riot and Civil Commotion;
 - f. Smoke;
 - g. Hail;
 - h. Aircraft;
 - i. Falling Objects;
 - j. Vehicles;
 - k. Floods;
 - l. Wind Driven Water;
 - m. Earth Movement including but not limited to:
 - (i). Earthquake, landslide or mudslide;
 - (ii). Mine subsidence, sinkholes or changes in the underground water table not reasonably foreseeable at the time of construction;
 - (iii). Volcanic eruption; explosion or effusion;
 - n. Wind including but not limited to:
 - (i). Gale force winds;
 - (ii). Hurricanes;
 - (iii). Tropical storms;
 - (iv). Tornadoes;
 - o. Insects, animals or vermin;
 - p. Rot, moisture, corrosion, rust or mildew;
 - q. Changes of the grading of the ground by anyone other than **US** or **OUR** agents, or subcontractors;
 - r. Changes, additions, or alterations made to the **HOME** by anyone after the **WARRANTY DATE-HOME** or **WARRANTY DATE-COMMON ELEMENTS**, except those made or authorized by **US**;
 - s. Any defect in material or workmanship supplied by anyone other than **US** or **OUR** agents, or subcontractors;
 - t. Improper maintenance, negligence or improper use of the **HOME** by **YOU** or anyone else;
 - u. Dampness or condensation due to **YOUR** failure to provide adequate ventilation;
 - v. Abnormal loading on floors which exceeds design loads;
 2. Any costs arising from, or any **DEFICIENCIES** or **DEFINED STRUCTURAL ELEMENT FAILURE(S)** resulting from the actual, alleged or threatened discharge, dispersal, release or escape of **POLLUTANTS**. **WE** will not cover costs or expenses arising from the uninhabitability or health risk due to the proximity of **POLLUTANTS**. **WE** will not cover costs, or expenses resulting from the direction of any governmental entity to test, clean-up, remove, treat, contain or monitor **POLLUTANTS**;
 3. Any costs arising from, or any **DEFICIENCIES** or **DEFINED STRUCTURAL ELEMENT FAILURE(S)** resulting from the effects of electromagnetic fields (EMF's) or radiation;
 4. Any damage to personal property;
 5. Any **CONSEQUENTIAL DAMAGES** ;

6. Any damage to **CONSUMER PRODUCTS** ;
 7. Any **DEFICIENCIES** or **DEFINED STRUCTURAL ELEMENT FAILURES**:
 - a. that **YOU** become aware of after the **HOME** is not being used primarily as a residence;
 - b. which **YOU** have not taken timely and reasonable steps to protect and minimize damage after **WE** have provided **YOU** with written authorization to prevent further damage;
 8. Any **DEFICIENCY** or **DEFINED STRUCTURAL ELEMENT FAILURE** that is covered by any other state or private express warranty or insurance coverage **YOU** may have; and
 9. Any non-conformity with local building codes, regulations or requirements that has not resulted in a **DEFICIENCY** or **DEFINED STRUCTURAL ELEMENT FAILURE**. While **WE** acknowledge **OUR** responsibility to build in accordance with applicable building codes, this **BUILDER'S LIMITED WARRANTY** does not cover building code violations in the absence of a **DEFICIENCY** or a **DEFINED STRUCTURAL ELEMENT FAILURE**. In such instance, **YOUR** recourse is under the building code and other applicable laws and not under this **BUILDER'S LIMITED WARRANTY**. This exclusion in no way mitigates or relieves **US** of **OUR** obligation to build in accordance with applicable building codes.
- B. **OUR BUILDER'S LIMITED WARRANTY** does not cover any loss or damage as a result of any **DEFICIENCY** or **DEFINED STRUCTURAL ELEMENT FAILURE** which would not have occurred in the absence of one or more of the events or conditions listed in **Exclusions**, Section A.1, A.2 or A.3. above. **OUR BUILDER'S LIMITED WARRANTY** does not cover any such loss or damage regardless of:
1. the cause of the excluded event or condition; or
 2. other causes of the loss or damage; or
 3. whether other causes acted concurrently or in any sequence with the excluded event or condition to produce the loss or damage.

VI. Procedure to Request US To Perform Under This BUILDER'S LIMITED WARRANTY

If **YOU** become aware of a **DEFICIENCY** or **DEFINED STRUCTURAL ELEMENT FAILURE** that **YOU** believe is covered under this **BUILDER'S LIMITED WARRANTY**, **YOU** have the following responsibilities:

A. Notification

Notify **US** in writing as soon as it is reasonably possible, but in no event may **YOUR** written notice be received by **US** or postmarked later than thirty (30) days after the warranty for the **DEFICIENCY** or **DEFINED STRUCTURAL ELEMENT FAILURE** expires.

If the written notice is postmarked or received by **US** more than thirty (30) days beyond the warranty expiration date, **WE** shall have no obligation to repair or replace the **DEFICIENCY** or **DEFINED STRUCTURAL ELEMENT FAILURE**.

If the **DEFICIENCY** or **DEFINED STRUCTURAL ELEMENT FAILURE** involves a **COMMON ELEMENT** written notice must be made by a designated representative of the condominium association.

B. Cooperate With US

YOU must give **US**, **OUR** employees, agents, subcontractors or insurers reasonable help in investigating, monitoring or correcting **DEFICIENCIES** or **DEFINED STRUCTURAL ELEMENT FAILURES**. Help includes, but is not limited to, granting **US** reasonable access to **YOUR HOME**.

If **YOU** fail to help **US**, **WE** will have no obligation to repair, replace or pay **YOU** for **DEFICIENCIES** or **DEFINED STRUCTURAL ELEMENT FAILURES**.

C. Do Not Make Voluntary Payments

YOU agree not to make any voluntary payments or assume any obligations or incur any expenses for the remedy of a condition **YOU** believe is a **DEFICIENCY** or **DEFINED STRUCTURAL ELEMENT FAILURE** without **OUR** prior written approval. **WE** will not reimburse **YOU** for costs incurred where **YOU** did not obtain **OUR** prior written approval.

However, **YOU** may incur reasonable expenses in making repairs in an **EMERGENCY CONDITION** without **OUR** prior written approval, provided the repairs are solely for the protection of the **HOME** from further damage, and provided **YOU** notify **US** as soon as possible, but in no event later than 5 days after the repairs were undertaken. To obtain reimbursement for repairs made during an **EMERGENCY CONDITION**, **YOU** must provide **US** with an accurate written record of the repair costs.

D. If YOU Disagree With US

Binding Arbitration is provided as a remedy for resolving disputes between **YOU** and **US** that arise from or relate to this **BUILDER'S LIMITED WARRANTY**. The binding arbitration procedure is described in the following section.

VII. Binding Arbitration Procedure

Any disputes between **YOU** and **US** or **OUR** warranty insurer related to or arising from this **BUILDER'S LIMITED WARRANTY** shall be resolved by binding arbitration. Disputes subject to binding arbitration include but are not limited to any disputes as to the interpretation or enforceability of this agreement to arbitrate, including without limitation, its revocability or voidability for any cause, the scope of arbitrable issues, and any defense based upon waiver, estopped or laches, all of which shall be decided exclusively by the arbitrator. Other disputes subject to binding arbitration include:

- A. **WE** do not agree with **YOU** that a **DEFICIENCY** or **DEFINED STRUCTURAL ELEMENT FAILURE** is covered by this **BUILDER'S LIMITED WARRANTY**;
- B. **WE** do not correct a **DEFICIENCY** or **DEFINED STRUCTURAL ELEMENT FAILURE** to **YOUR** satisfaction or in a manner that **YOU** believe this **BUILDER'S LIMITED WARRANTY** requires;
- C. **WE** fail to respond to **YOUR** written notice of a **DEFICIENCY** or **DEFINED STRUCTURAL ELEMENT FAILURE**;
- D. Disputes related to **COMMON ELEMENTS**;
- E. Alleged breach of this **BUILDER'S LIMITED WARRANTY**;
- F. Alleged violations of consumer protection, unfair trade practice, or other statutes;
- G. Disputes concerning the issues that should be submitted to binding arbitration;
- H. Disputes concerning the timeliness of binding arbitration requests.

Any binding arbitration proceeding will be conducted by an independent, neutral arbitration organization designated by **PWSC** or **OUR** insurer or such arbitration service as mutually agreed by the parties. The rules and procedures followed will be those of the designated arbitration organization. A copy of the applicable rules and procedures will be delivered to **YOU** upon request to **PWSC**.

The arbitration will determine **YOUR** and **OUR** or **OUR** insurer's rights and obligations under this **BUILDER'S LIMITED WARRANTY**. These rights and obligations include but are not limited to those provided to **YOU** or **US** by local, state or federal statutes in connection with this **BUILDER'S LIMITED WARRANTY**.

The award of the arbitrator will be final, binding and enforceable as to both **YOU** and **US** or **OUR** insurer, except as modified, or vacated in accordance with applicable rules and procedures of the designated arbitration organization, or, in their absence, the United States Arbitration Act (9 U.S.C. § 1 et seq.)

Binding arbitration is provided as a remedy for resolving disputes for **YOU** and **US** and **OUR** insurer. The costs and expenses for the arbitration will be paid by **US** or **OUR** insurer except for the Eighty Dollar (\$80.00) arbitration filing fee which will be paid by the party requesting arbitration. If **YOU** request arbitration and **YOU** prevail on any claimed **DEFICIENCY** or **DEFINED STRUCTURAL ELEMENT FAILURE** under dispute, the Eighty Dollar (\$80.00) arbitration filing fee will be refunded to **YOU**.

The process for **YOU** to initiate arbitration is described below. **WE** will use the same process if **WE** initiate arbitration.

Step 1 **YOU** complete a Binding Arbitration Request Form and mail it together with an Eighty Dollar (\$80.00) arbitration filing fee to **PWSC**. If **YOU** and **WE** agree to use an arbitration service other than the one designated by **PWSC** or **OUR** insurer, then the arbitration filing fee shall be that required by the selected arbitration service.

A Binding Arbitration Request Form is attached to this **BUILDER'S LIMITED WARRANTY**. **YOUR** Binding Arbitration Request Form must be received no later than 90 days after the coverage for the disputed item expires. Please Note that while **YOU** have 90 days to file for arbitration, this time period does not extend the warranty coverage period for **DEFICIENCIES** or **DEFINED STRUCTURAL ELEMENT FAILURES**. **YOU** must still notify **US** of an alleged **DEFICIENCY** or **DEFINED STRUCTURAL ELEMENT FAILURE** no later than 30 days after coverage for that item expires.

Step 2 **PWSC** Will Arrange the Arbitration Proceeding. The Arbitrator or arbitration organization will notify **YOU** of the time, date and location of the arbitration hearing. Most often the hearing will be conducted at **YOUR HOME** or some other location that is agreeable to all the parties of the dispute. In scheduling the hearing the arbitrator will set a time and date that is reasonably convenient to all the parties.

Step 3 The Arbitration Hearing. The parties at the arbitration hearing will include the arbitrator, **YOU**, **US** and/or **OUR** insurer.

After evidence is presented by **YOU**, **US** or **OUR** insurer, an award will be rendered by the arbitrator. The award is final and binding on **YOU**, **US** and **OUR** insurer. The award will include a ruling on the existence of any claimed or alleged **DEFICIENCIES** or **DEFINED STRUCTURAL ELEMENT FAILURES** as well as any other disputed matters or issues related to this **BUILDER'S LIMITED WARRANTY**.

Step 4 **OUR** Arbitration Performance Obligations. **WE** will comply with the arbitrator's award no later than 60 days from the date of the award. However, delays caused by circumstances beyond **OUR** or **OUR** insurer's control shall be excused.

Step 5 If **WE** Fail To Comply With The Award. **YOU** should contact **PWSC** at its mailing address specified in this **BUILDER'S LIMITED WARRANTY** if the arbitrator's award is not complied with in a timely manner. **PWSC** will then be responsible for contacting the arbitration organization. **PWSC** will establish an appropriate process to enforce compliance of the award as provided in the original binding arbitration proceeding.

VIII. General Conditions

A. **This BUILDER'S LIMITED WARRANTY is a Part of The Contract Of Sale**

This **BUILDER'S LIMITED WARRANTY** is a part of the contract between **YOU** and **US** for the construction and/or sale of **YOUR HOME**. The provisions of this **BUILDER'S LIMITED WARRANTY** shall in no way be restricted or altered by any inconsistent or contradictory provision contained in the construction and/or sales contract between **YOU** and **US**.

B. **Transfer to Subsequent HOMEOWNERS**

This **BUILDER'S LIMITED WARRANTY** shall transfer to new owners of the **HOME** for the remainder of the warranty coverage period subject to all of its terms, conditions and limitations. **OUR** duties under this **BUILDER'S LIMITED WARRANTY** to the new **HOMEOWNER** will not exceed the limit of liability then remaining, if any.

C. **Transfer of Manufacturer's Warranties**

WE assign to **YOU** all the manufacturer's warranties on all the appliances and equipment that **WE** installed in **YOUR HOME**. Should an appliance or item of equipment malfunction **YOU** must follow the procedures set forth in that manufacturer's warranty to correct the problem. **OUR** obligation under this **BUILDER'S LIMITED WARRANTY** is limited to the workmanlike installation of such appliances and equipment. **WE** have no obligation for appliances and equipment defined as **CONSUMER PRODUCTS**.

D. **Recovery Rights**

If **WE** repair, replace or pay **YOU** the cost to repair or replace a **DEFICIENCY** or **DEFINED STRUCTURAL ELEMENT FAILURE**, or other related damage to **YOUR HOME** covered by this **BUILDER'S LIMITED WARRANTY**, **WE** are entitled, to the extent of **OUR** payment, to take over **YOUR** related rights of recovery from other people and organizations, including but not limited to, other warranties and insurance. **YOU** have an obligation not to make it harder for **US** to enforce these rights. **YOU** agree to sign any papers, deliver them to **US**, and do anything else that is necessary to help **US** exercise **OUR** rights.

E. **General Provisions**

1. If any of the terms or provisions of this **BUILDER'S LIMITED WARRANTY** conflict with the statutes of the state in which this **BUILDER'S LIMITED WARRANTY** is issued the warranty is amended to conform to such statute, except insofar as the terms and provisions are governed by the United States Arbitration Act.
2. If a court of competent jurisdiction deems any provision of this **BUILDER'S LIMITED WARRANTY** unenforceable, that determination will not effect the remaining provisions.
3. This **BUILDER'S LIMITED WARRANTY** is to be binding on **YOU** and **US** and, as respects the arbitration process, on **OUR** warranty insurer. It is also binding on **YOUR** and **OUR** heirs, executors, administrators, successors, and assigns, subject to paragraph B of the **General Conditions**.
4. As may be appropriate, the use of the plural in this **BUILDER'S LIMITED WARRANTY** includes the singular, and the use of one gender includes all genders.

IX. Definitions

BUILDER means the individual, partnership, corporation or other entity which participates in the Warranty Program administered by the Professional Warranty Service Corporation and provides **YOU** with this **BUILDER'S LIMITED WARRANTY**. Throughout this document the **BUILDER** is also referred to as "**WE**", "**US**" and "**OUR**".

BUILDER'S LIMITED WARRANTY means only this express warranty document provided to **YOU** by **US**.

COMMON ELEMENTS means the structure, components of enclosure, and any part of the **HOME**, as specified in the condominium documents as a **COMMON ELEMENT**. This may include, but is not limited to, corridors, lobbies, vertical transportation elements, rooms, balconies or other spaces that are for the common use of the residents of the **HOME**. **SYSTEMS** serving two or more **HOMES**, and the outbuildings that contain parts of such **SYSTEMS** are also included in this definition.

CONSEQUENTIAL DAMAGES means a loss or injury other than the cost to correct a **DEFICIENCY** or **DEFINED STRUCTURAL ELEMENT FAILURE**. This definition includes, but is not limited to, costs of shelter, food, transportation; moving and storage; any other expenses related to inconvenience or relocation during repairs to the **HOME**. **CONSEQUENTIAL DAMAGES** also refers to diminished market value of the **HOME**.

CONSUMER PRODUCT means any item of equipment, appliance or other item defined as a **CONSUMER PRODUCT** in the Magnuson-Moss Warranty Act (15 U.S.C. §. 2301, et seq.) Examples of Consumer Products include, but are not limited to, dishwasher, garbage disposal, gas or electric cooktop, range, range hood, refrigerator or refrigerator/freezer combination, gas oven, electric oven, microwave oven, trash compactor, garage door opener, clothes washer and dryer, hot water heater and thermostat.

DEFICIENCY (IES) means defects in materials or workmanship used in constructing the **HOME**. The defects must fail to conform with the standards and tolerances described in the **STANDARDS OF PERFORMANCE** section of this **BUILDER'S LIMITED WARRANTY**. **OUR** failure to complete the **HOME** or any portion of the **HOME** does not constitute a **DEFICIENCY**.

DEFINED STRUCTURAL ELEMENT FAILURE means that one or more of the structural elements identified below contains a flaw of such a magnitude that the warranty tolerance is exceeded. The only structural elements **WE** cover are: A. Arches; B. Floor Systems; C. Foundation; D. Lintels and Headers; E. Roof Framing; F. Structural Beams and Girders; G. Structural Columns; H. Load Bearing Walls and Partitions; and if **YOUR HOME** carries an FHA or VA - mortgage, I. Roof and Floor Sheathing. Their respective tolerances are as follows:

Defined Structural Element

Warranty Tolerance

A. Arches

1. Masonry

Crack of 1/4 inch in width in arch, **or** settlement in span of arch of 1/2 inch.

B. Floor Systems

1. Structural Concrete

Crack of 1/4 inch in width and 1/4 inch vertical displacement.

2. Joists

DEFLECTION of 1 inch in 15 feet.

3. Trusses

DEFLECTION of 1 inch in 10 feet.

C. Foundation

- | | |
|---|---|
| 1. Concrete Beams | Crack of 1/8 inch in width, or DEFLECTION of 1/4 inch in 30 inches. |
| 2. Wood Beams: Built-up, Laminated or Solid | DEFLECTION of 1 inch in 10 feet. |
| 3. Steel Beams | DEFLECTION of 1/2 inch in 8 feet. |
| 4. Footings | Crack of 1/2 inch in width. |
| 5. Concrete Walls | Crack of 1/4 inch in width and 1/4 inch vertical displacement, or out-of-plumb 1/4 inch in 12 inches measured from base of wall. |
| 6. Masonry Walls | Crack of 3/8 inch in width, or out-of-plumb 1/4 inch in 12 inches measured from base of wall. |
| 7. Concrete Columns | Bow of 1/2 inch in 8 feet, or out-of-plumb 1/4 inch in 12 inches measured from base of column. |
| 8. Masonry Columns | Out-of-plumb 1/8 inch in 12 inches measured from base of column. |
| 9. Steel Columns | Bow of 1 inch in 8 feet, or out-of-plumb 1/4 inch in 12 inches measured from base of column. |
| 10. Wood Columns | Bow of 1 inch in 8 feet, or out-of-plumb 1/4 inch in 12 inches measured from base of column. |

D. Lintels and Headers

- | | |
|--------------------------------------|--|
| 1. Concrete, Masonry, Steel, or Wood | DEFLECTION of 1 inch in 4 feet. |
|--------------------------------------|--|

E. Roof Framing

- | | |
|---|--|
| 1. Ridge Beam | DEFLECTION of 1 inch in 10 feet. |
| 2. Rafters
Common, Jack, or Valley/HIP | DEFLECTION or bow of 1 inch in 10 feet. |
| 3. Ceiling Joists | DEFLECTION of 3/4 inch in 10 feet. |
| 4. Trusses | DEFLECTION of 1 inch in 10 feet. |

F. Structural Beams and Girders

- | | |
|----------|--|
| 1. Steel | DEFLECTION of 1/2 inch in 8 feet. |
|----------|--|

2. Wood: Solid, Built-up, or Laminated	DEFLECTION of 1 inch in 10 feet.
G. Structural Columns	
1. Concrete	Bow of 1/2 inch in 8 feet or out-of-plumb 1/4 inch in 12 inches measured from base of column.
2. Masonry	Out-of-plumb 1/8 inch in 12 inches measured from base of column.
3. Steel	Bow of 1 inch in 8 feet, or out-of-plumb 1/4 inch in 12 inches measured from base of column.
4. Wood	Bow of 1 inch in 8 feet, or out-of-plumb 1/4 inch in 12 inches measured from base of column.
H. Load Bearing Walls and Partitions	
1. Studs	Bow or cup of 1 inch in 8 feet.
I. Roof and Floor Sheathing (HOMES with FHA or VA - mortgages only)	Physical damage to roof or floor sheathing material as a result of a defect in the material or due to faulty workmanship in OUR installation of the sheathing and the defect or faulty workmanship renders the roof or floor sheathing material incapable of supporting design loads imposed. DEFLECTION of sheathing material which does not render the roof or floor sheathing material incapable of supporting design loads imposed is not a DEFINED STRUCTURAL ELEMENT FAILURE .

DEFLECTION means the difference in elevation of high and low points along a diagonal, horizontal, or vertical plane caused by stress induced deformation of a load bearing member. **DEFLECTION** is measured from any two end points and a third reference point. The reference point may be located at any distance between the two end points.

EMERGENCY CONDITION means an event or situation that creates the imminent threat of damage to the **HOME** or the **COMMON ELEMENTS** related thereto, or results in an unsafe living condition due to **DEFICIENCIES** or **DEFINED STRUCTURAL ELEMENT FAILURES** that **YOU** become aware of at a point in time other than **OUR** normal business hours and **YOU** were unable to obtain **OUR** prior written approval to initiate repairs to stabilize the condition or prevent further damage.

HOME means a single family residence either attached or detached or a condominium or cooperative unit in a multi-unit residential structure covered by this **BUILDER'S LIMITED WARRANTY**. **HOME** does not include, without limitation, the following: detached garages, detached carports, outbuildings (except outbuildings that contain electrical, plumbing, heating, cooling or ventilation **SYSTEMS** used by the **HOME**); swimming pools and other recreational facilities, driveways, walkways, decks, patios, porch steps, stoops, boundary walls, retaining walls,

bulkheads, fences, landscaping (including but not limited to sodding, seeding, shrubs, trees, plants), off-site improvements, or any other improvements that are not part of the **HOME**. If **YOUR HOME** carries an FHA or VA - mortgage, the definition of **HOME** for purposes of determining **DEFICIENCIES** in workmanship and materials during the first year following the **WARRANTY DATE-HOME** shall include all items of equipment, material or workmanship supplied or performed by **US** or **OUR** agents or subcontractors.

HOMEOWNER means the first person to whom a **HOME** (or unit in a multi-unit residential structure) is sold, or for whom such **HOME** is constructed, for occupancy by such person or such person's family, and such person's successors in title to the **HOME** and/or mortgagee in possession.

POLLUTANTS means all solid, liquid, or gaseous irritants or contaminants. The term includes, but is not limited to, petroleum products, smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, radon gas, and waste materials, including materials to be recycled.

PWSC means Professional Warranty Service Corporation which administers the warranty program in which **WE** participate. As such, **PWSC** assumes no other liabilities in connection with this **BUILDER'S LIMITED WARRANTY**. The **PWSC** mailing address is:

Professional Warranty Service Corporation
P.O. Box 800
Annandale, VA 22003-0800

STANDARDS OF PERFORMANCE means the standards and tolerances for materials and workmanship that are used in this **BUILDER'S LIMITED WARRANTY** to determine **OUR** responsibility for repairing **DEFICIENCIES** as identified on pages 14 through 35 of this document.

SYSTEMS means the following:

- (a) Plumbing system - gas supply lines and fittings; water supply, waste and vent pipes and their fittings; septic tanks and their drain fields; and water, gas and sewer services piping and their extensions to the tie-in of a public utility connection or on-site well and sewage disposal system.
- (b) Electrical system - all wiring, electrical boxes, switches, outlets, and connections up to the public utility connection.
- (c) Heating, Cooling, and Ventilation system - all duct-work; steam, water and refrigerant lines; and registers, connectors, radiation elements and dampers.

WARRANTY DATE-COMMON ELEMENTS means the Warranty Date for the first **HOME** to transfer title in a multi-unit residential building. The **WARRANTY DATE-COMMON ELEMENTS** may be different from the **WARRANTY DATE-HOME** of **YOUR HOME**. Contact **YOUR** condominium association to determine the date when coverage began on **YOUR COMMON ELEMENTS**.

WARRANTY DATE-HOME means the date the title for the **HOME** is transferred by **US** to the first **HOMEOWNER**.

WE, US, OUR means the **BUILDER**.

YOU, YOUR means the **HOMEOWNER**.

X. STANDARDS OF PERFORMANCE

APPLICABLE TO YEARS ONE AND TWO ONLY

The **STANDARDS OF PERFORMANCE** listed in the following pages are intended to provide **YOU** with an understanding of **OUR** obligations under this **BUILDER'S LIMITED WARRANTY**. If a **DEFICIENCY** occurs to **YOUR HOME** that results in actual physical damage, the **STANDARDS OF PERFORMANCE** will be used to determine **OUR** responsibility under this **BUILDER'S LIMITED WARRANTY**.

Please note that damage that **YOU** cause or **YOU** made worse by **YOUR** negligence, improper maintenance or improper operation is excluded by this **BUILDER'S LIMITED WARRANTY**.

The choice as to the scope of repair, the repair technique, or replacement versus the cost of repair, or replacement is **OURS** alone. When **WE** do undertake to repair or replace, **WE** try to match colors, dyes, patterns, materials, finishes, etc. However, fading, changes in color lots or discontinued patterns may prevent **US** from providing an exact match.

Type of Material or area of YOUR HOME	Specific item or work	DEFICIENCY or Condition	Years Covered	OUR responsibility	YOUR Responsibility
A. Site Work	1. Site Grading	a. settling of ground around foundation, utility trenches or other filled areas does not allow water to drain away from home	1	WE will fill excessively settled areas which affect the proper drainage. WE will do this only during the first year.	Remove and replace shrubs, sod or other landscaping affected by the placement of the fill.
	2. Site Drainage	a. improper drainage of the site	1	WE will establish the proper grades and swales (sloped low areas) for water to properly drain away from the HOME . Water will not stand or pond. Where lot lines permit, the protective slope will be 6 inches in 10 feet around the foundation, with a 2% gradient to the street or property line. Water will not stand or pond in crawl spaces. WE will not make grading or ponding determinations while there is frost or snow on the ground, or while the ground is saturated or frozen.	Maintain the grades and swales after they have been properly established by US . Insure established drainage patterns are not impeded by landscaping, decking, patios, pools, driveways, walls, etc. which YOU install. Do not change the grade of the soil away from the foundation by building planters, raised beds, or other blocking construction. Damage caused by changes in drainage and grading is not covered. Where a sump pit has been installed by US but the sump pump was not contracted for or installed by US , YOU must first install a properly sized pump to determine whether this will correct the condition.
	3. Landscaping	a. excessive deterioration of landscaping	1	Excessive deterioration of landscape items or materials provided by US as a result of defective materials or OUR workmanship should not occur. WE will correct these conditions.	Plantings must be properly cared for by YOU . Loss of plantings due to YOUR failure to maintain them or loss due to weather conditions are not covered. Annuals are also not covered.

Type of Material or area of YOUR HOME	Specific item or work	DEFICIENCY or Condition	Years Covered	OUR responsibility	YOUR Responsibility
B. Concrete	1. "Poured" concrete	a. cracks in basement or foundation walls	1	Shrinkage cracks are common in concrete foundation walls. WE will repair all cracks more than 1/8" wide.	
		b. cracks in basement floor	1	Minor cracks in basement floors are normal. WE will repair cracks more than 3/16" wide or 1/8" in vertical displacement.	
		c. cracks in slab in garage or outbuildings	1	WE will repair cracks in garage slabs more than 1/4" wide or 1/4" in vertical displacement.	
		d. uneven concrete floors or slabs	1	Concrete floors in rooms designed for habitability (as living space) will not have pits, depressions, or raised surfaces greater than 1/4" in 30". WE will repair these defects.	
		e. cracks in concrete slab-on-grade floors under finished flooring	1	WE will repair cracks which rupture the finished flooring material so the cracks are not readily apparent when the finished flooring material is in place. (See also Standard G, "Finishes.")	
		f. pitting, scaling or spalling (flaking, chipping) of concrete surfaces	1	It is normal for some minor chipping of the surface to occur. Concrete surfaces should not disintegrate so that the aggregate is exposed and loosened under normal use and weather conditions. WE will repair concrete surfaces. WE are not responsible for deterioration caused by salt, chemicals, mechanical implements or other factors beyond OUR control.	Avoid damaging concrete with salt, chemicals, mechanical equipment, etc.
	1. "Poured" concrete	g. settling, heaving or separating of stoops, steps or garage floors	1	Stoops, steps or garage floors will not settle, heave or separate more than 1" from the HOME . WE will repair these DEFICIENCIES .	

B. Concrete		h. standing water on stoops	1	Water shall drain from outdoor stoops and steps. However, it is normal for small amounts of water to stand on stoops for short periods after it rains. WE will correct any improper drainage.
C. Masonry	1. Unit Masonry	a. cracks in masonry basement or foundation walls	1	Cracks up to 1/8" wide are not unusual in mortar joints of masonry foundation walls. WE will repair cracks more than 1/8" wide.
		b. cracks in masonry or veneer walls	1	Cracks up to 3/8" wide due to shrinkage are common in mortar joints in masonry construction. WE will repair cracks more than 3/8" wide. WE will not be responsible for any difference in the color of the old and new mortar.
D. Wood & Plastic	1. Rough carpentry	a. squeaking floors or subfloors that appear loose	1	These conditions are often temporary in new homes. WE will correct these conditions only if they are caused by underlying defects in construction. A squeak proof floor cannot be guaranteed.
		b. uneven wood floors	1	WE will repair any floors that have more than 1/4" ridge or depression within any 30" measurement when measured in any direction to the joists.
	1. Rough carpentry	c. bowed walls or other interior exposed surfaces	1	All interior and exterior walls have slight variances on their finished surfaces. Bowing of walls will not detract from or blemish the wall's finished surface. WE will repair any walls which bow more than 3/8" out of line within any 30" horizontal or vertical measurement taken a minimum of 16" from any sheetrock corner or opening.
		d. out-of-plumb walls	1	WE will repair any walls that are more than 1/4" out-of-plumb for any 30" vertical measurement.

D. Wood & Plastic	2. Kitchen cabinets	a. warped cabinets	1	WE will repair any doors or drawer fronts that are warped more than 1/4". This condition is measured by closing the drawer or door and measuring from the face frame to the point of furthest warpage. WE are not responsible for matching cabinet finishes.	
		b. gaps between the cabinets, or between the cabinets, ceiling, or walls	1	WE will correct any gap that is more than 1/4" wide.	Do not overload cabinets.
		c. split in panels of a cabinet door	1	If light is visible through the split in a panel, WE will repair the panel.	
	3. Countertops	a. Separation from wall	1	WE will repair the crack. Caulking is acceptable. WE will repair only once after closing or first occupancy, whichever occurs first.	
	4. Interior finish carpentry (trim inside the HOME)	a. Trim/molding has open joints between moldings and the surface areas to which the moldings are attached	1	WE will repair open joints in moldings or between moldings and surfaces if the gaps are more than 3/16" wide. Caulking is acceptable.	
	5. Exterior finish carpentry (wood siding, or masonry trim on the outside of the HOME)	a. Trim has open joints between pieces of trim, including siding and masonry	1	WE will repair any open joints that are more than 3/8" wide or which do not keep out the elements. Caulking is acceptable.	Maintain exterior finish by caulking and painting.
	6. Exterior siding	a. inadequate clearance between exterior siding and finished grade	1	WE will insure there is a 6" clearance between siding and finished grade at the time of closing or first occupancy whichever occurs first.	Maintain a 6" clearance between siding and finished grade.
E. Thermal and moisture protecting materials	1. Waterproofing	a. leaks in basement	1	Dampness on the walls or floors in the basement is not a defect. However, if water is actually trickling into the basement, WE will repair the leaks.	Maintain proper grades and drainage around the home and landscape properly to avoid water problems in the HOME .

Type of Material or area of YOUR HOME	Specific item or work	DEFICIENCY or Condition	Years Covered	OUR responsibility	YOUR Responsibility
E. Thermal and moisture protecting materials	2. Insulation	a. insufficient insulation	1	WE will insulate the HOME as required to meet local energy and building requirements or, as applicable, for FHA or VA - mortgages, to CABO requirements. Insulation does not render a wall or room soundproof.	
	3. Louvers and vents	a. rain or snow leaks into the attic through louvers and vents	0	HOMES must have louvers and vents for proper ventilation. Rain or snow will sometimes come through these openings.	
	4. Roofing & siding	a. ice build-up on roof	0	During prolonged cold spells, ice is likely to build up on the eaves of the roof. This build-up will occur when snow and ice accumulate and gutters and downspouts freeze up.	
		b. leaks in roof or flashing	1	WE will repair roof or flashing leaks. Leaks caused by ice build-up are not OUR responsibility.	Clean leaves from valleys, gutters and downspouts.
		c. standing water on a flat roof	1	It is not unusual for minor ponding to occur on a flat roof for up to 24 hours after a rainfall. However, if water is not draining properly, WE will correct the drainage. WE are not responsible if the roof was specifically designed to retain water.	
	d. delamination of veneer siding or joint separation	1	All siding will be installed so that it meets the manufacturer's standards and industry standards and is sufficiently painted or protected. WE will repair or replace any siding that delaminates or separates. WE will only paint new materials as part of the repair. The paint may not be an exact match to the original colors.	Protect the siding from damage, such as leaning heavy objects against siding, ball dents and water from sprinklers striking the siding.	
	e. wood siding		0	Gaps on end and side edge may occur due to normal expansion and contraction. WE cannot control wood expansion and contraction.	Annually, seal or recaulk siding.

Type of Material or area of YOUR HOME	Specific item or work	DEFICIENCY or Condition	Years Covered	OUR responsibility	YOUR Responsibility
E. Thermal and moisture protecting materials	5. Sheet metal	a. leaks in gutters and/or down-spouts	1	Gutters and downspouts might overflow during heavy rains. They should not leak at connections. WE will repair leaks.	Keep leaves and debris out of gutters to allow water to flow properly.
		b. standing water in gutters	1	It is common practice to install gutters approximately level, resulting in small amounts of water standing in a gutter after a rain. If the water is more than 1" deep in a gutter and the gutter is not clogged with debris, WE will repair the gutter so that water can drain properly.	Do not lean ladders against gutters and downspouts. Keep leaves and debris out of gutters to allow water to flow properly.
F. Doors and windows	6. Sealants	a. leaks in exterior (outside) walls because caulking is inadequate	1	If water enters the HOME , WE will repair leaking joints or cracks in the exterior wall surface, around openings and flashings.	Properly installed caulking may shrink. YOU must maintain caulking during the life of the home.
		a. outside doors are warped	1	WE will repair any doors that warp to the extent that they satisfy one of the following: <ul style="list-style-type: none"> • they no longer work; • they are no longer weather resistant; or <ul style="list-style-type: none"> • they warp more than 1/4", measured diagonally from corner to corner. WE will refinish any new doors to match other doors as closely as possible. 	If YOU paint outside doors, doors must be properly prepared.
	1. Wood and plastic doors	b. inside doors or closet doors are warped	1	WE will repair any doors that warp more than 1/4", measured diagonally from corner to corner. In the event WE install a new door, WE will finish new doors to match other doors as closely as possible.	
		c. panels in doors shrink so that raw wood edges show	0	It is normal for panels to shrink.	

Type of Material or area of YOUR HOME	Specific item or work	DEFICIENCY or Condition	Years Covered	OUR responsibility	YOUR Responsibility
F. Doors and windows	1. Windows	d. split in panels of a door	1	If light is visible through the split in a panel, WE will repair the panel. WE will make this repair only once after closing or first occupancy, whichever occurs first.	
		a. garage doors do not operate properly	1	If garage doors do not operate properly under normal use, WE will adjust or correct them. If YOU install a garage door opener, WE are no longer responsible for the operation of the garage door.	Keep all movable parts lubricated.
	2. Garage doors on garages	b. rain or snow leaks through garage doors	1	Garage doors will be installed in accordance with manufacturer's specifications. WE will repair leaks resulting from a failure to properly install the garage doors. During severe weather conditions, some leakage may be normal.	
		a. windows do not function properly	1	WE will correct the windows so that they are relatively easy to operate.	Keep tracks and rollers cleaned, lubricated and adjusted.
	3. Wood, plastic, and metal windows	b. condensation and/or frost on inside surfaces of windows	0	Condensation may occur on the interior window surfaces with extremes in temperature and humidity. Individual living habits can impact humidity levels. These conditions are beyond OUR control and WE have no responsibility.	If a humidifier is installed, YOU must follow the manufacturer's recommendations for proper setting of the humidistat.
		a. air leaks in around doors and windows	1	Doors and windows will be installed in accordance with the manufacturer's standards. If air comes in because doors, windows, or weatherstripping were fitted poorly, WE will repair the improperly fitted doors, windows, or weatherstripping.	If YOU live in an area with high winds, storm doors and windows may be installed.
	4. Weather stripping and seals	a. sliding doors do not operate properly	1	Sliding doors will be installed in accordance with the manufacturer's specifications. WE will repair inoperative sliding doors.	Keep tracks and rollers cleaned, lubricated, and adjusted.
		a. broken glass	0	WE will repair broken glass reported to US prior to closing or at first occupancy, whichever occurs first.	Report to US all broken glass prior to closing or at first occupancy, whichever occurs first.

Type of Material or area of YOUR HOME	Specific item or work	DEFICIENCY or Condition	Years Covered	OUR responsibility	YOUR Responsibility
F. Doors and windows	7. Hardware	a. locks on doors or windows do not operate properly	1	WE will repair any hardware which does not meet manufacturer's standards.	
G. Finishes	1. Lath and plaster	a. cracks in inside walls and ceilings	1	Cracks in inside walls and ceilings are not unusual. WE will repair all cracks that are more than 1/8" wide. WE will repair these cracks only once after closing or first occupancy, whichever occurs first.	
	2. Gypsum wallboard	a. nail pops, blisters in tape, and other blemishes on inside walls and ceilings	1	WE will correct these imperfections.	
		b. cracks	1	If the wallboard has cracks that are more than 1/8" wide, WE will repair.	
	3. Ceramic tile	a. chips or cracks in floor, counter or wall tile	0	WE will replace cracked or chipped tiles reported to US prior to closing or at first occupancy. WE will not be responsible to match the tile patterns or color between the old and the new tile and grout.	Report to US all cracked or chipped tiles prior to closing or at first occupancy, whichever occurs first.
		b. loose floor, counter or wall tile	1	WE will resecure loose tiles.	
		c. cracks in grouting of ceramic tile joints or at junctions between tiles and other materials (e.g., between tiles and bathtub)	1	Cracks in grouting of ceramic tile joints are commonly caused by normal shrinking of the grouting. WE will repair cracked grouting only once after closing or first occupancy. WE will not be responsible for discontinued grout or for differences in color between the old and the new grout.	RegROUT cracks during the lifetime of the HOME .
	4. Finished wood floors	a. cracks between the floor boards	1	WE will repair all cracks that are more than 3/16" wide.	
	5. Resilient flooring or floor covering	a. nail pops on surface of resilient floor covering	1	WE will repair any nail pops that break the surface of the flooring.	

Type of Material or area of YOUR HOME	Specific item or work	Years Covered	DEFICIENCY or Condition	OUR responsibility	YOUR Responsibility
G. Finishes		1	b. depressions or ridges in resilient flooring because the subfloor is irregular	WE will repair any ridges or depressions which are readily apparent and which are more than 1/8" high or deep. The ridge or depression measurement is the gap created at one end of a 6" straight-edge placed over the depression or ridge with 3" of the straightedge on one side of the defect, held tightly to the floor. WE will not be responsible to match the old and the new flooring.	
		1	c. resilient flooring lifts, bubbles, or becomes unglued	WE will repair these defects.	
		1	d. visible seams or shrinkage gaps at joints of resilient flooring	If the gaps are more than 1/8" wide between pieces of resilient flooring, WE will repair them. If the gaps between flooring and other materials are more than 1/8" wide, WE will repair the affected area only.	
		0	e. cuts and gouges	WE will repair cuts and gouges reported to US prior to closing or at first occupancy, whichever occurs first.	Report to US prior to closing or at first occupancy, whichever occurs first.
6. Paint, stain, or varnish		1	a. deteriorating, fading, or peeling of outside paint	Fading of a paint or stain is normal and not considered a defect. The amount of fading will depend on the climate where the HOME is located. WE will repair paint, stain or varnish which peels or deteriorates. WE will properly prepare and refinish any areas that are affected.	
		1	b. painting made necessary by other repair work	If painting is required because of other repair work, WE will paint to match surrounding areas as closely as possible.	
		0	c. deteriorating varnish or lacquer finish on outside woodwork	Varnish or lacquer on outside woodwork deteriorates quickly and is not covered.	

Type of Material or area of YOUR HOME	DEFICIENCY or Condition	Years Covered	OUR responsibility	YOUR Responsibility
G. Finishes	6. Paint, stain, or varnish	1	WE will retouch areas of the woodwork where the finish has deteriorated. WE will make this repair only once after closing or first occupancy, whichever occurs first.	Report to US prior to closing or at first occupancy, whichever occurs first.
		0	WE will remove mildew or fungus reported to US prior to closing or first occupancy. Mildew or fungus may form on painted surfaces over time because of warmth and moisture.	Clean mildew or fungus regularly from exterior or interior surfaces.
7. Wall coverings	f. deteriorating, fading, or peeling of interior paint	1	Interior painted surface should not deteriorate, fade, or peel. WE will touch-up only the affected areas one time after closing or first occupancy, whichever occurs first.	Maintain interior paint per manufacturer's specifications.
	a. peeling wall covering	1	WE will repair wall covering which peels within the first year.	
8. Carpeting	b. mismatched edges of wall covering, pattern mismatch, and open seams	0	WE will repair these conditions when reported to US prior to closing or at first occupancy, whichever occurs first.	
	a. open seams in carpeting	1	Visible carpet seams are not a defect. WE will repair any openings or gaps in the seams.	
9. Stucco	b. wall-to-wall carpeting comes up, is loose or stretched	1	If WE originally installed wall-to-wall carpeting as a primary floor covering, WE will re-attach or restretch any of the carpeting that has loosened from the material to which it was attached.	
	c. spots or minor fading on carpet	0	Spots and/or minor fading can occur naturally when a carpet is exposed to light. WE have no responsibility for this condition.	
	a. cracks in outside stucco walls	1	Cracks are not unusual in the surfaces of outside stucco walls. WE will repair within the first year period, any cracks that are more than 1/8" wide.	

Type of Material or area of YOUR HOME	Specific item or work	DEFICIENCY or Condition	Years Covered	OUR responsibility	YOUR Responsibility
G. Finishes	10. Marble, real or synthetic, plastic laminate, porcelain, and fiberglass	a. blemishes, scratches, nicks, or chips	0	WE will repair blemishes, scratches, nicks, or chips reported to US prior to closing or at first occupancy, whichever occurs first. WE are not responsible for discontinued patterns or for differences in color between old and new.	Report to US prior to closing or at first occupancy, whichever occurs first.
H. Louvers, vents, and fireplaces	1. Louvers and vents	a. inadequate ventilation of crawl spaces	1	WE will repair the louvers and vents so that they provide proper ventilation. WE will not be responsible for problems caused by changes made to the original ventilation system.	
	2. Fireplaces and chimneys	a. improper drawing of fireplace or chimney	1	A number of items can cause temporary negative draft situations in a fireplace or chimney. These include high winds, obstructions such as large branches or trees too close to the chimney, or tight insulation and weatherproofing throughout the house. WE will not be responsible for these problems. If the draft problem is caused by improper installation, WE will repair the problem.	Insure there is sufficient fresh air make-up for the flue to draw properly. Before the beginning of the season that YOU will use the fireplace, look for any obstructions and clear prior to use.
	2. Fireplaces and chimneys	b. separation of chimney from the structure to which it is attached	1	It is not unusual for a new chimney to separate slightly from the structure to which it is attached. WE will repair any chimney that has separated from the HOME more than 1/2" in any 10 feet vertical measurement.	
H. Louvers, vents, and fireplaces		c. firebox (area where combustion takes place) paint has changed	0	The heat from a fire can naturally change any finish on the firebox. This condition is not covered.	
		d. cracks in firebrick (brick that lines the fireplace) and mortar joints	0	Roaring fires can naturally cause this cracking. This condition is not a DEFICIENCY .	

Type of Material or area of YOUR HOME	Specific item or work	DEFICIENCY or Condition	Years Covered	OUR responsibility	YOUR Responsibility
I. Mechanical systems	1. Plumbing, water supply, and septic systems	a. plumbing pipes have frozen and burst	1	Drain, waste, vent, and water pipes will be adequately protected to prevent freezing as required by the applicable plumbing requirements for normally anticipated cold weather and in accordance with the design temperatures established by the American Society of Heating, Refrigerating, and Air Conditioning Engineers (ASHRAE). WE will repair any pipes not meeting the ASHRAE standards.	Drain water pipes and outside faucets when they are exposed to freezing temperatures.
		b. leaks in faucets or valves	1	WE will repair or replace any faucets or valves that leak due to DEFICIENCIES in workmanship or materials.	
		c. DEFICIENCIES in plumbing fixtures, appliances, or trim fittings	1	WE will repair any fixture, appliance, or fitting which does not meet the manufacturer's standards.	
		d. noisy water pipes	1	Some noise in the water pipes is natural and comes from the flow of water and from the pipes expanding. If there is a pounding noise from improperly anchored pipes, WE will repair.	
		e. leaks in pipes	1 & 2	WE will repair any leaks in the drain, waste, vent or water pipes. Condensation on pipes is not the same as a leak, and is not a DEFICIENCY .	
		f. stopped up sewers, fixtures, and drains	1 & 2	WE will repair all sewers, fixtures, and drains that are clogged because of defects in construction. WE are not responsible for any DEFICIENCY which is not construction related, including any failure of municipal systems.	If sewers, fixtures, and drains are clogged because of YOUR actions, then YOU will pay the cost of repairing them.

I. Mechanical systems	1. Plumbing, water supply, and septic systems	g. water supply system does not deliver water	1 & 2	<p>WE are responsible for connecting all on-site service to municipal water mains and to private water supplies. WE are also responsible for making sure that an individual well on-site is installed to comply with all building and plumbing requirements. WE will repair problems caused by DEFICIENCIES in workmanship and materials. WE are not responsible for water quality. WE are not responsible for problems caused by conditions beyond OUR control.</p>	<p>Properly maintain the septic tank system to include proper grades, landscaping, and protection from vehicular traffic or excessive weight which would result in soil compaction. Tanks may need to be pumped during periods of excessive use or extended rainfall.</p>
		h. septic tank, distribution box and pump do not meet state, county or local requirements	1 & 2	<p>Septic tank will meet state, county, or local requirements. WE will repair any septic system that cannot properly handle the normal flow of household waste because of defects in workmanship or materials or OUR failure to establish proper surface drainage of the septic field. WE are not responsible for conditions beyond OUR control, such as freezing, saturated soil, an increase in the elevation of the water table not reasonably foreseeable at the time of construction, excessive use of the system, or limitations established by the local governing agency.</p>	
		i. septic drain fields	1 & 2	<p>Septic drain fields will meet state, county, or local requirements. WE will repair any septic drain fields that cannot properly handle the normal flow of household waste because of defects in workmanship or materials, or OUR failure to establish proper surface drainage of the septic field. WE are not responsible for conditions beyond OUR control, such as freezing, saturated soils, increase in elevation of the water table not reasonably foreseeable at the time of construction, excessive use of the system, or limitations established by the local governing agency.</p>	

Type of Material or area of YOUR HOME	Specific item or work	DEFICIENCY or Condition	Years Covered	OUR responsibility	YOUR Responsibility
I. Mechanical systems	2. Heating system	a. inadequate heating	1	Heating system is designed to maintain an indoor temperature of 70° F. The temperature is measured in the center of each room at a height of 5 feet above the floor (under local outdoor winter design conditions as specified in the ASHRAE handbook). Federal, state, or local energy requirements take precedence. WE will repair the heating system so that it provides the required temperature.	Balance dampers and registers and make other minor adjustments for change of seasons. Maintain unit per manufacturer's specifications.
		b. leaks in refrigerant lines	1 & 2	WE will repair all leaking refrigerant lines and will recharge the unit, unless YOU caused the damage.	
	3. Refrigeration	a. inadequate air conditioning	1	Cooling system is designed to maintain an indoor temperature of 78° F. The temperature is measured in the center of each room at a height of 5 feet above the floor (under local out-door summer design conditions as specified in ASHRAE handbook). If the temperature outside is above 95° F, cooling system must be able to maintain an inside temperature that is 15° below the outside temperature. Federal, state, or local energy requirements take precedence. WE will repair the cooling system so that it provides the required temperature.	Balance dampers and registers and make other minor adjustments for change of seasons and maintain proper window treatment to optimize cooling capabilities. Maintain unit per manufacturer's specifications.
	4. Condensation drain lines	a. clogged con-densation drain lines	0	WE will provide clear condensation drain lines at closing or first occupancy, whichever occurs first. After this, YOU are responsible for keeping the condensation drain lines clear.	Condensation drain lines may clog, under normal use. YOU should keep these clear. Prior to using the cooling system each season, check condensation lines to ensure the drain lines are clear.
	5. Evaporative cooling system	a. mechanical part of the evaporative cooling system does not operate properly	1	WE will correct or adjust the blower and the water system so that it functions properly.	

Type of Material or area of YOUR HOME	Specific item or work	DEFICIENCY or Condition	Years Covered	OUR responsibility	YOUR Responsibility
I. Mechanical systems	6. Air distribution system	a. ductwork makes ticking and crackling noises	0	The ductwork may make ticking and crackling noises when the metal in it expands from the heat and contracts from the cold. This condition is natural and is not a DEFICIENCY .	
		b. ductwork makes a booming noise	1	This booming is called "oilcanning." WE will repair the ductwork.	
		c. separated or unattached ductwork	1&2	WE will re-attach or re-secure all ductwork that has become separated or unattached.	YOU should not walk on, place heavy objects against or otherwise subject ductwork to unusual loads.
J. Electrical system	1. Electrical conductors, fuses, and circuit breakers	a. fuses blow or circuit breakers (excluding ground fault interrupters) "kick out"	1	WE will check the wiring circuits and make sure that they conform with approved local electrical requirements.	Do not overload circuits.
	2. Outlets, switches, and fixtures	a. air leaks around electrical outlets	1	Cold air can be drawn through an outlet on an exterior wall into a room. WE will repair one time after closing or first occupancy, whichever comes first.	
		b. malfunction in electrical outlets, switches, and fixtures	1	WE will repair or replace all defective outlets, switches, or fixtures.	
	3. Service and distribution	a. ground fault interrupters frequently trip (these are sensitive safety devices that are installed into the electrical system to protect from electrical shock)	1	Ground fault interrupters are sensitive and can be easily tripped. Normally, this is not indicative of a construction defect. WE will install ground fault interrupters to meet the electrical requirement. WE will correct the interrupters if the tripping is due to a defect in installation.	A tripped ground fault interrupter usually indicates an overloaded circuit or the connected appliance contains a faulty ground.

Type of Material or area of YOUR HOME	Specific item or work	DEFICIENCY or Condition	Years Covered	OUR responsibility	YOUR Responsibility
J. Electrical System	3. Service and distribution	b. electrical wiring does not carry its designed load for normal residential use	1 & 2	WE will repair any wiring that does not conform with approved local electrical requirements. WE are responsible for original installation only. WE are not responsible for problems caused by conditions beyond OUR control.	

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HUD Addendum

Applicable to the **BUILDER'S LIMITED WARRANTY** on FHA, VA, or USDA-Financed New Home Purchases

If the initial purchase of the **HOME** is financed with a FHA, VA, or USDA-guaranteed mortgage, this **BUILDER'S LIMITED WARRANTY** is revised to conform to HUD requirements applicable to "insured ten-year protection plans" as that term is defined in 24 CFR 203.200. Accordingly, this **BUILDER'S LIMITED WARRANTY** as to any such **HOME** is amended as described below.

Section IV. is amended to add the following:

If **YOUR HOME** was originally financed with a FHA, VA, or USDA-guaranteed mortgage, and **WE** or **OUR** warranty insurer, acting on **OUR** behalf, elects to pay **YOU** the reasonable cost to repair or replace a **DEFICIENCY** or **DEFINED STRUCTURAL ELEMENT FAILURE**:

- A. **YOU** will have ten (10) days to respond to the offer to make payment.
- B. If the payment offer exceeds \$5000, the offer must be pursuant to a binding bid by an independent third party contractor that **YOU** may directly contract with to perform the repair, except where:
 1. The payment offer is made in settlement of a legal action; or
 2. **YOU** are represented by legal counsel; or
 3. The payment offer has been reviewed on-site by a HUD-approved fee inspector.
- C. The payment will be made jointly to **YOU** and **YOUR** mortgagee. **YOU** must, if requested, provide the identity of **YOUR** mortgagee to the party making the payment.

Section VI.D. is amended to read as follows:

Except as otherwise provided herein, Binding Arbitration will be the sole remedy for resolving disputes between **YOU** and **US** that arise from or relate to this **BUILDER'S LIMITED WARRANTY**. However, if the first purchase of the **HOME** was financed with a mortgage guaranteed by the FHA, VA, or USDA, such disputes may be resolved through Binding Arbitration, but Binding Arbitration shall not be the required and exclusive forum for dispute resolution under this **BUILDER'S LIMITED WARRANTY**. **YOUR** election to pursue the resolution of a dispute through any forum other than Binding Arbitration shall bar **YOU** from pursuing the same dispute through the Binding Arbitration process available under this **BUILDER'S LIMITED WARRANTY**.

Section IX is amended to revise the definition of **DEFINED STRUCTURAL ELEMENT FAILURE** to read as follows:

DEFINED STRUCTURAL ELEMENT FAILURE means that one or more of the structural elements identified below contains a flaw of such magnitude that the corresponding warranty tolerance is exceeded. The only structural elements covered by this **BUILDER'S LIMITED WARRANTY** are: A. Arches; B. Floor Systems; C. Foundation; D. Lintels and Headers; E. Roof Framing; F. Structural beams and Girders; G. Structural Columns; H. Load Bearing Walls and Partitions; and if the first purchase of the **HOME** was subject to a FHA,

VA, or USDA-guaranteed mortgage, I. Roof and Floor Sheathing. These structural elements and their respective warranty tolerances are as follows:

Defined Structural Element

Warranty Tolerance

Section IX is further amended to add the following to the list of Defined Structural Elements included in the definition of **DEFINED STRUCTURAL ELEMENT FAILURE**:

Defined Structural Element

Warranty Tolerance

I. Roof and Floor Sheathing (only applicable to **HOMES** originally financed with FHA, VA, or USDA-guaranteed mortgage)

Physical damage to roof or floor sheathing material resulting from a defect in the material or **OUR** faulty installation of the material which renders the sheathing incapable of supporting its design load. A **DEFLECTION** in sheathing which does not render the material incapable of supporting the design load imposed is not a **DEFINED STRUCTURAL ELEMENT FAILURE**.

Section X. Standards of Performance is amended to provide that for **HOMES** located in the state of Colorado, the **DEFICIENCY** described in B.1.b. applicable to a poured concrete basement floor shall be warranted for 4 years rather than 1 year.

BINDING ARBITRATION REQUEST FORM

Dear Homeowner:

Prior to requesting Professional Warranty Service Corporation (PWSC) to begin a binding arbitration procedure for your claimed Builder's Limited Warranty deficiencies, you should have sent your builder a clear and specific written request to correct those deficiencies. If you have already requested your builder in writing to correct a deficiency that you think is covered by the Builder's Limited Warranty, and believe the builder has not properly responded, fill out this form and send it to PWSC. Be sure to attach a copy of the written complaint that you previously sent to the builder.

The information you need to fill out this form can be found on the Builder's Limited Warranty Coverage Validation Form. However, if you do not know the answers to any questions, write "Don't Know." Please do not leave any item blank.

Your name: _____

Address: _____

City	State	Zip Code
------	-------	----------

Home Phone: _____ Business Phone: _____

Email: _____

Builder's Limited Warranty #: _____ Warranty Date-Home: _____

Builder I.D. #: _____ FHA/VA Case Number: _____

Insured Builder's Name: _____

Address: _____

City	State	Zip Code
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Describe the deficiencies which you think are covered by the Builder's Limited Warranty. Include when the deficiency first occurred or when you first noticed the deficiency. (Use additional sheets, if necessary).

I/We are hereby requesting PWSC to initiate an arbitration to determine the builder's obligations with respect to the existence of alleged deficiencies under the Builder's Limited Warranty and under applicable federal, state, and local law regarding the Builder's Limited Warranty. I/We understand that the arbitration award shall be final and binding on all parties and shall limit our ability to initiate a lawsuit against the builder and/or PWSC or the Builder's Limited Warranty insurer.

Signature

Date

INSTRUCTIONS: Send this Binding Arbitration Request Form along with the required eighty dollar (\$80.00) arbitration filing fee to:

PROFESSIONAL WARRANTY SERVICE CORPORATION
P.O. BOX 800
ANNANDALE, VA 22003-0800



SUBSEQUENT HOME BUYER ACKNOWLEDGEMENT AND ASSIGNMENT

Upon execution of this form any coverage remaining under the BUILDER'S LIMITED WARRANTY applicable to the home as specified on the Builder's Limited Warranty Coverage Validation Form is transferred to the subsequent homeowner. Any obligations under the BUILDER'S LIMITED WARRANTY to any subsequent homeowner shall not exceed the limit of liability remaining at the time of transfer, if any.

The undersigned home buyer(s) hereby acknowledges and agrees:

- I/we acknowledge that I/we have reviewed and understand the BUILDER'S LIMITED WARRANTY document (PWSC 107H Rev. 03/2015).
- I/we understand and acknowledge that Professional Warranty Service Corporation ("PWSC") is not the warrantor of the BUILDER'S LIMITED WARRANTY.
- I/we understand that I/we am responsible for the maintenance of the home including maintenance of the grade of the land surrounding the home, and that the builder shall not be responsible for any damage to the home which is the result of my/our failure to maintain the home.
- I/we understand that the BUILDER'S LIMITED WARRANTY provides that, in the event of any dispute(s) under or in any way relating to the BUILDER'S LIMITED WARRANTY, I/we may elect to submit such dispute(s) to binding arbitration. If disputed claims are submitted to arbitration, the decision of the arbitrator(s) shall be binding upon the parties to the arbitration. Any such binding arbitration(s) shall be conducted in accordance with the rules and procedures applicable to the arbitration organization hearing the dispute or, where those rules are silent, the United States Arbitration Act (9 U.S.C. § 1 et. seq).

Signature of subsequent Home Buyer(s): _____ Date: _____

Print name: _____

Home phone: _____ Email: _____

Address of Home: _____

Builder's Limited Warranty Coverage Validation Number: _____

INSTRUCTIONS: Sign, fill in Limited Warranty # in the space provided (this number is provided on the Builder's Limited Warranty Coverage Validation Form), and provide a telephone number where you can be reached.

Mail this form and a photocopy of the settlement/closing documents indicating transfer of title to:

**PROFESSIONAL WARRANTY SERVICE CORPORATION
P.O. BOX 800
ANNANDALE, VA 22003-0800**





Caring for Your Home

A Guide to Home Maintenance

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Caring For Your Home

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11.1 – Introduction

Your new home requires proper upkeep to keep it in good shape. We have provided this general guide to home maintenance to keep you informed about the major components of your home and how to care for them. For more detailed information, please always check the manufacturer's literature for specific information about the product.

You can save time, inconvenience, and expense by checking this section before calling for warranty or other service. Often, you can quickly solve a problem yourself, or identify an issue as a routine homeowner maintenance issue rather than a warranty concern.

The information in this section covers the entire spectrum of new homes that EYA builds. Therefore, some of the information may not apply to your specific home.

As always, our Warranty Service Department is committed to providing excellent service to our homeowners. Please feel free to contact us with questions.

11.2 – Air Conditioning

Homeowner Use and Maintenance Guidelines

Air conditioning can greatly enhance comfort—if it is used properly and efficiently. To keep your system working to its best capacity and to save energy and expense, follow these tips:

Keep windows and curtains closed. Your air conditioning system is a whole-house system. Its use is affected by everything inside your home, including curtains, blinds, and windows. It 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 should keep all windows closed. The heat from the sun shining through windows with open curtains is intense enough to overcome the cooling effect of the air conditioning unit. For best results, close the curtains on these windows.

Time your use properly: 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, if you come home at 6 p.m. when the temperature has reached 90 degrees and set your thermostat to 75 degrees, the air conditioning unit will begin cooling, but will take a great deal of time to

reach the desired temperature. Throughout the day, the sun has been heating not only the air in the house, but the walls, the carpet, and the furniture. By 6 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.

If evening cooling is your primary goal, set the thermostat at a moderate temperature in the morning when the house is cooler, thus allowing the system to maintain the cooler temperature. The temperature setting may then be lowered slightly when you arrive home, with better results. **Once the system is operating, 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.**

The air conditioning system is designed to maintain a temperature of 78 degrees in your home during local outdoor summer conditions of 91 degrees for the Washington area. This temperature differential can be as high as 15 degrees when outdoor temperatures go beyond 91 degrees.

Adjust air supply registers: Each room in your home, except closets, has either ceiling or wall supply registers. The registers are designed to adjust the amount of airflow in each room.

Replace air filters regularly: Behind the air-return grills or at the furnace are filters, which should be **replaced or cleaned every 30 days for the first six months and every 60 days thereafter**. They are required to keep the home dust from entering the system and will aid the system in running efficiently and economically. **Failure to maintain and clean filters may cause damage to the furnace heat exchanger or air conditioning compressor due to lack of air flow and will void the warranty on your compressor and other components of your system.**

Use the fan setting on your thermostat: The thermostat is designed to control the system to your individual temperature setting. Maintain a temperature setting of 68 to 78 degrees for best results. Your thermostat has two control modes, one for heating and one for cooling. There are two settings for the fan on the furnace/air conditioner, on and auto. During warm weather, you may be more comfortable with the "on" setting. The fan allows air to continuously circulate even when the compressor is not running. This will help even out temperature differentials between rooms and provide residual dehumidification as air passes across the coils.

Care for condensate lines: Drain lines run from the air conditioning coil at the furnace to carry water created by dehumidifying air during the cooling cycle. Water travels through the primary condensate line. On extremely hot or humid days, you may notice some water in the overflow drain pan. This is due to the insulation casing of the evaporator coils that may be sweating on the outside of the cabinet. If water is coming from the backup line or filling the pan underneath the air conditioning coil at the furnace in the attic, this indicates the primary line is clogged and should be cleaned. Always confirm that this line is dripping during the cooling cycle. **Condensate lines should be cleaned at least once a year, or as needed.** Should the condensate line back up into the overflow drain pan, flow switches will automatically shut off the system. This added precaution will prevent overflow and water damage. Failure to maintain condensate lines could result in damage to your unit. For further details, please refer to your operator's manual for cleaning instructions.

Care for humidifier: **If a humidifier is installed on the furnace system, turn it off when you use the air conditioning.** Otherwise, the additional moisture can cause a freeze-up of the cooling system.

Get to know the manufacturer's instructions: The manufacturer's manual specifies maintenance for the condenser. Review and follow these points carefully. Since the air conditioning system is combined with the heating system, follow the maintenance instructions for your furnace as part of maintaining your air conditioning system.

Expect some temperature variations: Temperatures may vary from room to room by several degrees. This is due to such variables as floor plan, orientation of the home, type and use of window coverings, and traffic through the home.

Get a professional inspection: For optimum performance and efficiency, have your system inspected annually by a qualified HVAC professional. Please refer to the manufacturer's instruction manual for recommended maintenance and cleaning.

Troubleshooting Tips

Before calling for service, check to confirm that the:

- Thermostat is set to “cool” and the temperature is set below the room temperature.
- Blower panel cover is installed correctly for the furnace blower (fan) to operate. Similar to the way a clothes dryer door operates, this panel pushes in a button that lets the fan motor know it is safe to come on. If that button is not pushed in, the furnace will not operate.
- Air conditioner and furnace breakers on the main electrical panel are on. (Remember if a breaker trips you must turn it from the tripped position to the off position before you can turn it back on.)
- 220 switch on the outside wall near the air conditioner is on.
- Switch on the side of the furnace is on.
- Fuse in furnace is good. (See manufacturer literature for size and location.)
- Filter is clean to allow airflow.
- Vents in individual rooms are open.
- Air returns are unobstructed.
- Air conditioner has not frozen from overuse.

Even if the troubleshooting tips do not identify a solution, the information you gather will be useful to the service provider you call.

Lack of air conditioning service is not an emergency. Air conditioning contractors in our region respond to air conditioning service requests during normal business hours and in the order received.

11.3 — Alarm System

Homeowner Use and Maintenance Guidelines

Arrange for phone service: Please ensure that the phone company has activated a dial tone in your home prior to the initial alarm setup.

Get a demonstration and proper codes: If your home selections included pre-wire for an alarm system, you will arrange for the final connection and activation after you move-in. The alarm company will demonstrate the system, instruct you in its use, and provide identification codes for your family.

Test the system: We recommend that you test the system each month.

11.4 — Appliances

Homeowner Use and Maintenance Guidelines

Get to know the manuals: Read and follow all manufacturers' instructions for the use and maintenance of each appliance in your home and keep them available for reference.

Check the circuit breaker: When there is a problem, always check this first to be sure it is still on.

Manufacturers provide customer service: If a problem arises with an appliance, call the customer service number listed in the manufacturer's warranty. When calling, please make sure you have your closing date, serial and model of appliance, and a detailed description of the problem. Should you require service on a gas appliance, individual gas valves have been installed so that the technician can isolate the appliance for service without disrupting gas to the remainder of the home.

Register your appliances: Please remember to register your appliances with the manufacturer immediately upon closing on your new home.

11.5 — Asphalt Driveways

Asphalt is a flexible and specialized surface. Like any other surface in your home, it requires protection from things that can damage it. Over time, the effects of weather and earth movement will cause minor settling and cracking of asphalt. These are normal reactions to the elements and do not constitute improperly installed asphalt or defective material.

EYA performs asphalt repair by patching, which results in differences in colors between the patch and the original surface.

Homeowner Use and Maintenance Guidelines

Let it rest for one week: To give your driveway a chance to set, avoid using it for one week after it is installed. Keep people, bicycles, lawn mowers, and other traffic off of it.

Avoid chemical spills: Asphalt is a petroleum product. Gasoline, oil, turpentine, and other solvents or petroleum products can dissolve or damage the surface. Wash such spills with soap and water immediately, and then rinse them thoroughly with plain water.

Use special care in hot weather: Avoid any concentrated or prolonged loads on your asphalt, particularly in hot weather. High-heel shoes, motorcycle or bicycle kickstands, trailers, or even cars left in the same spot for long periods can create depressions or punctures in asphalt.

Keep heavy traffic away: Prohibit commercial or other extremely heavy vehicles such as moving vans or other large delivery trucks from pulling onto your driveway. We design and install asphalt drives for conventional residential vehicle use only: family cars, vans, light trucks, bicycles, and so on.

Do sealcoating correctly: Exposure to sunlight and other weather conditions will fade your driveway, allowing the surface gravel material to be more visible. This is a normal condition and not a material or structural problem. You do not need to treat the surface of your asphalt driveway. However, if you choose to treat it, wait a minimum of 12 months and use a dilute asphalt emulsion, rather than coal tar sealant. The sealing process will usually fill hairline cracks. Larger cracks can be filled or patched with a sand-and-sealer mixture prior to resealing.

Expect settling: Settling next to your garage floor of up to one-and-a-half inches across the width of the driveway is normal. Depressions in the driveway are not unusual and are not considered a warranty item.

11.6 — Attic Space

Unless otherwise indicated, the attic space is neither designed nor intended for storage. We provide access to this area for homeowner maintenance only. The trusses were built for the sole purpose of supporting the roof of the home, and any other use could result in severe damage to the home.

11.7 — Basements

If the lower level of your home is underground, the temperature of the surrounding soil as well as any concrete walls and flooring cause temperatures to remain fairly constant and relatively cold. This, combined with the fact that the concrete absorbs moisture, causes basements to feel more cool or humid when compared to the rest of the home.

11.8 — Bathtubs, Sinks, and Showers

Homeowner Use and Maintenance Guidelines

Clean frequently and properly: To maintain their original shine, bathtubs, sinks, and showers should be cleaned frequently with a **mild, non-abrasive detergent**. It also helps to wipe these areas after every use. This prevents the build-up of hard-to-remove soap and scum. Never walk in your shower or tub with shoes on, as it will scratch the surface. Also, the use of rubber mats is not recommended as they cause surface blisters and trap fungus and mold.

Maintain caulking: If the caulking around your bathtub or sink appears dried out or cracked, remove the old caulking and replace it. This can be done with either a caulking gun or straight from an applicator tube. It is a good idea to fill the bathtub before caulking. The weight of the tub can cause the floor joist to deflect minimally, making the gap wider. **It is critical to maintain caulking where tub and shower meet the floor to ensure water doesn't seep underneath and rot the supporting wood.** It is the homeowner's responsibility to maintain all caulking.

11.9 — Brick and Stone

Brick, stone, and mortar are durable and low maintenance finishes that may be found on your homes exterior. A record of what is on your home is included in your Purchase Agreement. Color variations in brick, stone, and mortar are a normal occurrence for both initial installation and subsequent repairs. Small cracks in the mortar are to be expected and are not a defect in the material or workmanship. Brick, stone, and mortar are not impervious to moisture. Flashing and weeps are designed to alleviate any moisture that gets behind brick, stone, and mortar.

Homeowner Use and Maintenance Guidelines

Pressure wash correctly: If pressure washing, use caution and as little force as possible, so that moisture doesn't get behind brick, stone, or mortar.

Deal correctly with efflorescence: The white, powdery substance that sometimes accumulates on brick surfaces is called efflorescence. This is a natural phenomenon and cannot be prevented. In some cases, you can remove it by scrubbing with a stiff brush and vinegar. Consult your home center or hardware store for commercial products to remove efflorescence.

Keep weep holes and wicks clear: You may notice small holes in the mortar along the lower row of bricks and windowsills. These holes allow moisture that has accumulated behind the brick to escape. Do not fill these weep holes or permit landscaping materials to cover them. Should you notice what appears to be a small piece of string protruding from a stone façade, this is a wick, which is utilized to help moisture escape.

11.10 — Cabinets

Your Option Selection sheets are your record of the brand, style, and color of cabinets in your home. If you selected wood or wood veneer cabinets, expect differences in grain and color between and within the cabinet components because of natural variations in wood and the way it takes stain.

Homeowner Use and Maintenance Guidelines

Choose the right cleaning products: Products such as lemon oil or polishes that include scratch cover are suggested for wood cabinet care. Follow container directions. Use such products a maximum of once every 3 to 6 months to avoid excessive build-up. Avoid paraffin-based spray waxes and washing cabinets with water, as both will damage the luster of the finish.

Keep hinges and drawer guides in shape: If hinges catch or drawer glides become sluggish, a small amount of silicone lubricant will improve their performance. Door hinges are adjustable and can be easily realigned with a screwdriver.

Fixing Lazy Susan adjustment: If your kitchen comes with a "Lazy Susan", or a corner revolving cabinet, it may at time come out of adjustment. This is normal because of the presence of moving parts. If this happens, follow the step-by-step adjustment instructions affixed to the inside of the cabinet.

Keep moisture away: Damage to cabinet surfaces and warping can result from operating appliances that generate large amounts of moisture (such as a crockpot) too near the cabinet. When operating such appliances, place them in a location that is not directly under a cabinet.

11.11 – Carpet

Your selection sheets provide a record of the brand, style, and color of floor coverings in your home. Please retain this information for future reference. Refer to the various manufacturers' recommendations for additional information on the care of your floor coverings.

Homeowner Use and Maintenance Guidelines

Clean regularly and properly: You can add years to the life of your carpet with regular care. Carpet wears out because of foot traffic and dirt particles that get trampled deep into the pile beyond the suction of the vacuum. The dirt particles behave like sandpaper, to wear down the fibers and dull the carpet. The most important thing you can do to protect your carpet is to vacuum it frequently. Vacuuming high-traffic areas regularly helps keep them clean and maintains the upright positions of the nap.

Clean spills and stains: Wipe spills and clean stains immediately. For best results, blot or dab any spill or stain and avoid rubbing. Test stain removers on inconspicuous areas of the carpet, such as in a closet, to check for any undesirable effects. Have your carpet professionally cleaned regularly.

Treat burns immediately: Take care of any kind of burn immediately. First snip off the darkened fibers. Then use a soapless cleaner and sponge with water. If the burn is extensive, talk with a professional about replacing the damaged area.

Avoid crushing pile: Furniture and traffic may crush a carpet's pile fibers. Frequent vacuuming in high-traffic areas and glides or cups under heavy pieces of furniture can help prevent this. **Rotating your furniture to change the traffic pattern in a room promotes more even wear.** Some carpets resist matting and crushing because of their level of fiber, but this does not imply or guarantee that no matting or crushing will occur. Heavy-traffic areas such as halls and stairways are more susceptible to wear and crushing. This is considered normal wear.

Slow the fading: All carpets will slowly lose color due to natural and artificial forces in the environment. You can delay this process by frequently removing soil with vacuuming, regularly changing air filters in heating and air conditioning systems, keeping humidity and room temperatures from getting too high, and reducing sunlight exposure with window coverings.

Carpet staining at doors and walls: If interior doors are kept closed while the air conditioning is operating, air circulation from the closed room flows through the small space at the bottom of the door. This forces the air over the carpet fibers, which in turn act as a filter, catching particulate pollution. Over time, a noticeable stain develops at the threshold – especially with lighter carpet colors. This condition can also occur at the edge of carpeting along exterior walls. Burning candles or inefficient combustion of gas appliances exacerbate this condition. Whenever possible, keep your interior doors open.

Deal with fuzzing and pilling: In loop carpets, fibers may break. Simply clip the excess fibers. If it continues, call a professional. Pilling or small balls of fiber can appear on your carpet, depending on the type of carpet fiber and the type of traffic. If this occurs, clip off the pills. If they cover a large area, seek professional advice.

Fix rippling correctly: With wall-to-wall carpeting, high humidity may cause rippling. If the carpet remains rippled after the humidity has left, have a professional re-stretch the carpeting using a power stretcher, not a knee-kicker.

Expect some seams: Carpet usually comes in 12-foot widths, making seams necessary in most rooms. Visible seams are not a defect unless they have been improperly made or unless the material has a defect, making the seam appear more pronounced than normal. **The more dense and uniform the carpet texture, the more visible the seams will be. Carpet styles with low, tight naps result in the most visible seams.** Seams are never more visible than when the carpet is first installed. Usually with time, use, and vacuuming the seams become less visible. **You can see examples in the model homes of how carpet seams diminish after they have been vacuumed repeatedly and have experienced traffic.**

Vacuum to fix shading: Shading is an inherent quality of fine-cut pile carpets. Household traffic causes pile fibers to assume different angles; as a result, the carpet appears darker or lighter in these areas. A good vacuuming, which makes the pile all go in the same direction, provides a temporary remedy.

Expect shedding at first: New carpeting, especially pile, sheds bits of fiber for a period of time. Eventually these loose fibers are removed by vacuuming. **Shedding usually occurs more with wool carpeting than with nylon or other synthetics.**

Cut off snags: Sharp-edged objects can grab or snag the carpet fiber. When this occurs, cut off the snag. If the snag is especially large, call a professional.

Don't pull at sprouts: Occasionally you may find small tufts of fiber sprouting above carpet surface. Simply use scissors to cut off the sprout. Do not attempt to pull it, because other fibers will come out in the process.

Take care with spot removal: No carpet is stain-proof. Although your carpet manufacturer designates your carpet as stain-resistant, some substances may still cause permanent staining. These include hair dyes, shoe polish, paints, and ink. Some substances destroy or change the color of carpets, including bleaches, acne medications, drain cleaners, plant food, insecticides, and food or beverages with strongly colored natural dyes as found in some brands of mustard and herbal tea. Refer to your care and maintenance brochures for recommended cleaning procedures for your particular fiber. Pretest any spot-removal solution in an inconspicuous area before using it in a large area. Apply several drops of the solution, hold a white tissue on the area, and count to ten. Examine both tissue and carpet for dye transfer and check for carpet damage.

Try anti-static measures: Cooler temperatures outside often contribute to static electricity inside. To avoid the problem, look for carpets made with anti-static. You can also install a humidifier to help control static build-up.

11.12 — Caulking

Changes in temperature and humidity cause all building materials to expand and contract. Dissimilar materials expand and contract at different rates. This movement results in separation between materials, particularly dissimilar ones. You will see the effects in small cracks in drywall and in paint, especially where molding meets drywall, at mitered corners, and where tile grout meets tubs or sinks. While this can alarm an uninformed homeowner, it is normal.

EYA will touch up caulking one time during your first year warranty period. It is suggested that this be performed towards the end of the warranty period or after the first heating season.

Homeowner Use and Maintenance Guidelines

Re-caulk more during the first year or two: Anticipate that you will need to re-caulk areas of your home more during the first year or two of occupancy than will be typical in the life of your home. Time and weather will shrink and dry caulking so that it no longer provides a good seal.

Establish a maintenance schedule: As routine maintenance, check the caulking and make needed repairs twice a year.

Check vulnerable areas: Areas particularly susceptible to cracking are trim that runs along the stairs, crown molding, around kitchen countertops and backsplashes, exterior trim, and windows.

11.13 — Ceramic Tile

Your selection sheets include the brand and color of your ceramic tile.

Homeowner Use and Maintenance Guidelines

Clean properly: Tile is one of the easiest floor coverings to maintain. Sand, grit, and dirt do the most damage to floors due to their abrasiveness, so simply vacuum when needed. Occasionally, a wet mopping with warm water may be appropriate. Avoid adding detergent to the water. If you feel a cleaning agent is required, use a mild solution of warm water and dishwasher crystals (they will not result in a heavy, difficult-to-remove lather on the grout). Rinse thoroughly. The ceramic tile installed on walls or countertops in your home may be washed with any nonabrasive soap, detergent, or tile cleaner. **Abrasive cleaners will dull the finish.** To remove soap scum, use a non-acidic soap or a solution of ammonia (1/2 gallon of ammonia to each gallon of water). Frequent use of ammonia will eventually result in dulling of the surface.

Clean grout and reapply sealant: Clean grout that becomes yellowed or stained with a fiber brush, cleanser, and water. If you sealed your grout, you will need to reapply the sealant. Grout cleansers and whiteners are available at most hardware stores. Staining agents should be mopped up immediately to avoid permanent stains on the grout.

Sealing and warranty: Sealing grout is your decision and responsibility. Once grout has been sealed, ongoing maintenance of that seal is necessary and limited warranty coverage on grout that has been sealed is void.

Expect separations: Expect slight separations to occur in the grout between tiles. This grout is for decorative purposes only; it does not hold the tile in place. Cracks in the grout can be filled using premixed grout purchased from flooring or hardware stores. Follow package directions.

Keep tub caulked: Tile around bathtubs or countertops may appear to be pulling up after a time. This is caused by normal shrinkage of grout or caulk and shrinkage of wood members as they dry out. If this occurs, the best remedy is to purchase tub caulk or premixed grout from a hardware store. Follow directions on the container. This maintenance is important to protect the underlying surface from water damage.

Use the one-time grout repair benefit: Cracks appearing in grouting of ceramic tiles at joints or junctions with other materials are commonly due to shrinkage. EYA will repair grouting, if necessary, one time during the first year. We are not responsible for color variations in grout or discontinued colored grout. Any grouting or caulking that is needed after that time is your responsibility.

11.14 – Circuit Breakers

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

Master circuit breakers: Every home built by EYA has a master breaker. It is located in the electrical service panel box. When this breaker is tripped, all of the electricity in the house is cut off.

In case of power failure: First, determine if your neighbors have power. If not, notify your electric company. If the power failure has occurred only in your home, check the master circuit breaker. If one breaker trips continuously, you may be overloading that circuit.

11.15 – Concrete Flatwork

By maintaining good drainage, you protect your home's foundation and the concrete flatwork. It is, however, impossible to stop concrete from cracking, so some cracking should be expected. Areas where water can collect around concrete flatwork can cause damage. Grading should be such that water flows away from concrete.

Homeowner Use and Maintenance Guidelines

Clean properly: Avoid washing exterior concrete slabs with cold water from an outside faucet when temperatures are high and the sun has been shining on the concrete. The abrupt change in temperature can damage the surface bond of the concrete. If washing is necessary, do this when temperatures are moderate. In addition, repeated washings can increase soil movement by allowing water to penetrate any existing cracks. We recommend you sweep concrete surfaces to keep them clean.

Seal cracks: Cracks are an inherent characteristic of concrete. Most cracks are superficial and do not penetrate the slab. A concrete slab often shrinks as it cures, which results in cracking. Cracking in concrete flatwork also results from temperature changes that cause expansion and contraction. During the summer, moisture finds its way under the concrete along the edges or through cracks in the surface. In winter, this moisture forms frost that can lift the concrete, increasing the cracking. Maintaining drainage away from all concrete slabs will minimize cracking from this cause. As cracks occur, seal them with a waterproof concrete caulk (available at hardware or home improvement stores) to prevent moisture from penetrating to the soil beneath.

Keep heavy traffic away: Prohibit commercial or other extremely heavy vehicles such as moving vans and other large delivery trucks from pulling onto your concrete. We design and install concrete drives for conventional residential use only.

Watch out for deicers and chemicals: Deicers, such as salt and chemical solutions applied to the street and highways during the winter, may damage your driveway, sidewalk, and garage floor. These harmful residues may be picked up on the undercarriage of your car and may drip onto the concrete surfaces when you park your car in the driveway or in the garage. These residues eventually cause scaling and pitting of exposed concrete surfaces.

Apply sealer twice a year: Apply a sealer to exposed concrete surfaces twice a year, once before cold weather and again in April or May after a thorough cleaning of the surface. Concrete sealers will help protect and keep clean your concrete slabs, your exposed concrete surfaces, and unpainted concrete floors. Sealing is your job and responsibility. Once you have sealed the concrete, ongoing maintenance of that seal is necessary. Sealers are available at local home improvement or paint stores. Do not use soap on unpainted concrete. Instead, use plain water and washing soda or, if necessary, a scouring powder.

11.16 – Condensation

Condensation on interior surfaces of the windows and frames comes from high humidity within the home combined with low outside temperatures. Family lifestyle significantly influences these conditions.

Homeowner Use and Maintenance Guidelines

Use good ventilation: Please be sure to follow the guidelines for Ventilation listed under section 11.54 section of this manual.

Care for humidifier: If your home includes a humidifier, closely observe manufactures directions for its use, especially during periods of cooler temperatures. Turn off the humidifier during summer months.

11.17 – Countertops

Countertops are created from a variety of materials, such as laminate, cultured marble, tile, Corian, concrete, and granite. Each material has unique care and cleaning requirements. Please refer to the product care instructions provided to you at your Pre-Settlement Orientation.

Homeowner Use and Maintenance Guidelines

Keep good kitchen habits: No matter which material your countertops are made from, use a cutting board to protect your counters when you cut or chop. Protect the counter from heat and from extremely hot pans. If you cannot put your hand on it, do not put it on the counter. Do not use countertops as ironing boards and do not set lighted cigarettes on the edge of the counter. Protect granite, marble, and tile countertops from exposure to oils.

Maintain caulking: The caulking between the countertop and the wall, along the joint at the backsplash (the section of counter that extends a few inches up the wall along the counter area), and around the sink may shrink, leaving a slight gap. Maintaining a good seal in these locations is important to keep moisture from reaching the wood under the laminates and to prevent warping.

Clean properly: Avoid abrasive cleaners, which will damage the luster of the surface. For normal cleaning, your countertops should be wiped with a damp cloth or sponge. Periodically polish the entire surface with a countertop polish found at your local grocery or hardware store.

For troublesome stains, lightly scrub with a liquid dish detergent and rinse well with water. For troublesome spills (glue, nail polish, etc.) lightly rub the affected area with nail polish remover or mineral spirits and rinse well with water. Do not attempt to scrape or sand anything off your countertops. Countertops are not heat resistant, so burns will most likely not be repairable.

Remove drain mats: Rubber drain mats should be removed after use, as they can trap moisture beneath them and cause problems to your countertop surface.

11.18 — Damp proofing

We spray your foundation walls with an asphalt waterproofing material. Although we make every effort to assure a dry basement, during times of excessive moisture you may notice some dampness. Over time, natural compaction of soils in the backfill areas will usually eliminate this condition. Careful maintenance of positive drainage will also protect your basement from this condition. If water is penetrating the concrete foundation during your warranty period, please contact Customer Service.

11.19 — Disposal

For precise directions on the operation of your disposal, consult the manufacturer's instructions. Here are some tips:

Disposal basics: Remember to run cold water when using the disposal to cool the high-speed motor. Avoid putting large amounts of fibrous materials down the disposal, and never put anti-clog chemicals down the disposal.

Using the reset button: Should the disposal become overloaded with a substance it cannot grind, it will turn itself off. If this happens, move the switch to OFF, remove the obstruction, wait about three minutes, push the reset button, and turn the disposal back ON. If this still does not start, turn it OFF again and check to make sure you have not tripped a circuit breaker. If the circuit breaker has been affected, trip the breaker, use the Allen wrench provided with your disposal to turn the rotating plate until it rotates freely. The place to insert the Allen wrench is the bottom of the disposal in the center. Restore current, push the reset button again, and turn the disposal back on.

11.20 — Doors and Locks

The doors installed in your home are wood products subject to such natural characteristics of wood as shrinkage and warpage. Natural fluctuations caused by humidity and the use of forced air furnaces, showers, and dishwashers, interior doors may occasionally require minor adjustments.

Troubleshooting Door Problems

Bi-fold doors: Interior bi-fold doors sometimes stick or warp because of weather conditions. Apply a silicone lubricant to the tracks to minimize this inconvenience.

Failure to latch: If a door will not latch because of minor settling, you can correct this by making a new opening in the jamb for the latch plate (remortising) and raising or lowering the plate accordingly.

Hinges: You can remedy a squeaky door hinge by removing the hinge pin and applying a silicone lubricant to it. Avoid using oil, as it can gum up or attract dirt. Graphite works well as a lubricant but can create a gray smudge on the door or floor covering beneath the hinge if too much is applied.

Keys: Keep a duplicate privacy lock key where children cannot reach it in the event a youngster locks him- or herself in a room. The top edge of the door casing is often used as a place to keep the key. A small screwdriver or similarly shaped device can open some types of privacy locks.

Locks: Lubricate door locks with graphite or other waterproof lubricant. Avoid oil, as it will gum up.

Shrinkage: Use putty, filler, or latex caulk to fill any minor separations that develop at mitered joints in door trim. Follow with painting. Panels of wood doors shrink and expand in response to changes in temperature and humidity. **Touching up the paint or stain on unfinished exposed areas is your home maintenance responsibility.**

Slamming: **Slamming doors can damage both doors and jambs and can even cause cracking in walls.** Teach children not to hang on the doorknob and swing back and forth; this works loose the hardware and causes the door to sag.

Sticking: The most common cause of a sticking door is the natural expansion of lumber caused by changes in humidity. When swelling during a damp season causes sticking, do not plane the door unless it continues to stick after the weather changes.

Before planing a door because of sticking, try two other steps:

- Apply either a paste wax, light coat of paraffin, or candle wax to the sticking surface.
- Tighten the screws that hold the doorjamb or doorframe.

If planing is necessary even after these measures, use sandpaper to smooth the door and paint the sanded area to seal against moisture.

Warping: If a door warps slightly, keeping it closed as much as possible often returns it to normal.

Weather stripping: Weather stripping and exterior door thresholds occasionally require adjustment or replacement.

11.21 — Drains

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

drain stops up, first use a plunger. Be sure the rubber cap of the plunger covers the drain opening and the water covers well above the cup edge. Working the plunger up and down rhythmically 10 or 20 times in succession will build up pressure in the pipe and do more than sporadic, separate plunges.

If the plunger doesn't work, try using a plumber's snake. Be sure to turn the handle of the snake in the same direction when moving it as you did in inserting it. This will keep any matter attached to the snake from coming loose before it is removed.

11.22 — Drywall

During the first year or two in your new home, additional drying of framing materials and settlement will occur. This movement may cause settlement cracks, tape tears, and nail pops on your interior walls and ceilings. These are considered normal homeowner maintenance repairs.

Homeowner Use and Maintenance Guidelines

One-time repairs: One time during the materials and workmanship warranty, EYA will repair drywall shrinkage cracks and nail pops and will touch up the repaired area using the same paint color that was on the surface when the home was delivered. Touch-ups will be visible.

Repainting the entire wall or the entire room to correct this is your choice and responsibility. You are also responsible for custom paint colors or wallpaper that has been applied subsequent to closing. Due to the effects of time on paint and wallpaper, as well as possible dye lot variations, touch-ups are unlikely to match the surrounding area.

Lighting conditions: EYA does not repair drywall flaws that are only visible under particular lighting conditions.

Related warranty repairs: If a drywall repair is needed as a result of poor workmanship (such as blisters in tape) or other warranty-based repair (such as a plumbing leak), EYA completes the repair by touching up the repaired area with the same paint that was on the surface when the home was delivered. If more than one-third of the wall is involved, we will repaint the wall corner to corner. You are responsible for custom paint colors or wallpaper that has been applied subsequent to closing. The effects of time on paint and wallpaper, as well as possible dye lot variations, mean touch-up may not match the surrounding area.

Nail pops: Nail pops are simply nails protruding from framing materials. The result is a bump or blister in the drywall surface. Follow the steps below to repair a nail pop:

1. Drive the protruding nail or screw all the way through the gypsum board or remove it entirely.
2. Drive another drywall nail or screw an inch or two above or below the nail pop area. The head of the fastener should be below the paper surface creating a slight dimple, but not tearing the paper.
3. Cover the dimpled area heavily with a spackling compound, let it dry, and sand it smooth (a second application of spackling compound may be necessary prior to sanding and repainting the surface).

Cracks and seams: Settlement cracks and tape tears can be repaired in a similar manner as a nail pop:

1. Cut a small "V" joint along the length of the crack about 1/8" deep and 1/8" wide.
2. Fill the "V" joint heavily with spackling compound, and place drywall tape over the joint compound, coering the entire length of the original drywall crack.
3. Allow the joint compound to dry thoroughly and place subsequent layers of joint compound directly over the taped areas.
4. Each subsequent layer of joint compound must dry thoroughly before another layer can be applied.
5. Upon reaching desired finish, lightly sand the surface until smooth and repaint the area.

11.23 — Electrical System

Homeowner Use and Maintenance Guidelines

Here is a guide to the major elements of your electrical system and their basic maintenance.

Breakers: Know the location of the breaker panel; it includes a main shut-off that controls all the electrical power to the home. Some homes have more than one breaker panel and each panel has its own main shut-off. Individual breakers control the separate circuits, which are marked to help you identify which outlets and appliances are generally attached to that circuit. Should a failure occur in any part of your home, always check the breakers in the main panel box. If an individual outlet is not working, first check to see if a wall switch or GFCI (see below) controls it. If not, check the breaker. Circuit breakers have three positions: on, off, and tripped. When a circuit breaker trips, it must first be turned off before it can be turned on. Switching the breaker directly from tripped to on will not restore service.

Breaker tripping: Breakers trip because of overloads caused by plugging too many appliances into the circuit, a worn cord or defective appliance, or operating an appliance with too high a voltage requirement for the circuit. Starting an electric motor can also trip a breaker. If any circuit trips repeatedly, unplug all items connected to it and reset. If it trips when nothing is connected to it, you need an electrician. If the circuit remains on, one of the items you unplugged is defective and will require repair or replacement.

GFCI (Ground-Fault Circuit-Interrupters): GFCI receptacles have a built-in element that senses fluctuations in power. Quite simply, the GFCI is a circuit breaker for up to three or four outlets on an individual circuit. Building codes require installation of these receptacles in bathrooms, the kitchen, outside, and the garage (areas where an individual can come into contact with water while holding an electric appliance or tool). Heavy appliances such as freezers or power tools will trip the GFCI breaker. Occasionally, a circuit will be protected by a GFCI breaker located in the breaker panel rather than a GFCI breaker located along the circuit path. Location is the only difference in both function and protection.

Each GFCI circuit has a test and reset button. Periodically, press the test button. This will trip the circuit. To return service, press the reset button. If a GFCI breaker trips during normal use, it may indicate a faulty appliance and you will need to investigate the problem.

Caution: Never plug a refrigerator or food freezer into a GFCI-controlled outlet. The likelihood of the contents being ruined is high and the limited warranty does not cover such damage. A dedicated circuit should power these appliances.

Fixture location: We install light fixtures in the approximate locations and quantities indicated on the plans. Please understand that the specific number and location will vary according to floor and/or roof truss locations and framing layout. Electrical outlets in particular are governed by field conditions and code interpretations. We make no representation that they will be similar to our models or plans, only that the electrical outlet locations comply with codes. Moving fixtures to accommodate specific furniture arrangements or room use is your responsibility.

Light bulbs and recessed lights: You are responsible for replacing burned-out bulbs other than those noted during

your orientation. All recessed light fixtures that are located in your home come equipped with a thermal overload device that will automatically turn off a light when the temperature is too high inside the fixture. Do not use light bulbs with wattage greater than the maximum stated on the light fixture. A higher wattage bulb may activate the thermal overload device and automatically shut down the light fixture.

Underground cables: Before digging, check the location of buried service leads by calling the local utility locating service (Miss Utility).

11.24 — Electric Water Heater

Carefully read the manufacturer's literature and warranty for your specific model of water heater. This literature will explain specific feature for your water heater model as well operation, safety precautions, maintenance, and troubleshooting.

Homeowner Use and Maintenance

Here is a guide to some of the major elements and maintenance tasks.

Draining the tank: Review and follow the manufacturer's timetable and instructions for draining several gallons of water from the bottom of the water heater. **This reduces build-up of chemical deposits from the water, thereby prolonging the life of the tanks as well as saving energy dollars.** Carefully follow the instructions in the manufacturer's literature.

Element cleaning: **The heating elements in the water heater will require periodic cleaning.** The frequency of cleaning will be determined in part by the quality of the water in your area. Again, refer to the manufacturer's literature for step-by-step instructions and drawings, or contact an authorized service company.

No Hot Water: If you discover you have no hot water, check the circuit breaker, the temperature setting, and the water-supply valve before calling for service. Please keep in mind that hot water will take longer to arrive at sinks, tubs, and showers that are far from the water heater. Hot water recovery time also takes longer in winter months.

Pressure relief valve maintenance: **At least once each year, manually operate the pressure relief valve.** Stay clear of the discharge area to avoid injury. See manufacturer's literature for diagrams and detailed instructions.

Safety: Keep the area around the water heater clear of stored household items. Never use the top of the water heater as a storage shelf.

Temperature: The following chart may be used as a guide in determining the proper water temperature for your home. However, please keep in mind that in some local jurisdictions, adjusting the temperature at the water heater will have no effect at the showerhead due to anti-scald devices required by the jurisdiction.

Temperature Time to Produce Serious Burn

120 Degrees Fahrenheit:	More than 5 minutes
125 Degrees Fahrenheit:	One and a half to two minutes
130 Degrees Fahrenheit:	About 30 seconds
135 Degrees Fahrenheit:	About 10 seconds
140 Degrees Fahrenheit:	Less than 5 seconds
145 Degrees Fahrenheit:	Less than 3 seconds
150 Degrees Fahrenheit:	Less than one and a half seconds
155 Degrees Fahrenheit:	About one second

11.25 — Exterior Trim

Exterior painting and caulking is the responsibility of the homeowner. It is recommended that you check the caulking and exterior paint around the home and repair as necessary.

Changes in temperature and humidity cause all building materials to expand and contract. Dissimilar materials expand or contract at different rates. This movement results in separation between materials, particularly dissimilar ones. You will see the effects in small cracks in exterior trim, especially at mitered corners, and butt joints. While this can alarm a homeowner, it is normal.

Some minor movement of the exterior trim elements of your home is inevitable and occurs in every new home. Although this is most noticeable during the first year, it may continue beyond that time. In most cases, caulk and paint are all that you need to conceal this minor evidence of a natural phenomenon. Even though properly installed, caulking shrinks and cracks. Maintenance of caulking is your responsibility.

11.26 — Iron Fencing

Wrought iron is subject to rusting if it is not maintained. Use touch-up paint on any scratches or chips. **Inspect the fence twice a year and touch up as needed, then plan to repaint the entire fence every one to two years to keep it looking its best.**

Prevent sprinklers from spraying your wrought iron fence or rails. Check monthly to confirm that water does not stand around the fence posts. Make corrections to drainage as needed to prevent this.

11.27 — Gas Fireplace

Your gas fireplace comes with a set of instructions, which is attached to the gas line. Read and follow all manufacturers' instructions. Gas fireplaces typically require less care than a traditional drawing fireplace.

Homeowner use and maintenance

Ignition: A slight delay between turning the switch on and flame ignition is normal. The flames should ignite gently and silently. If you notice any deviation from this and any gas smell, immediately shut off the switch and report it to the gas company. If you are experiencing trouble with your remote control, ensure that the batteries in both the remote and the wall switch are fully charged.

NOTE: The exterior vent cover and the glass doors of a direct-vent gas fireplace become extremely hot when the fireplace is operating. Use caution in placing objects on your mantle as the high heat rising from the fireplace can melt or damage items.

Odor: Ceramic logs will emit a chemical odor during the first several hours of use of a new gas fireplace. This is normal and should typically lessen after operating the fireplace for 8 to 10 hours.

11.28 — Foundation

In areas of your lower level that are below grade, the walls of your foundation are steel reinforced poured concrete that are sprayed with a damp-proofing material. Concrete basement walls should be considered water resistant rather than waterproof. To protect your home's foundation, follow guidelines for installation and maintenance of landscaping and drainage in this manual.

Homeowner Use and Maintenance Guidelines

Cracks: It is not uncommon for poured-in-place concrete walls to develop surface cracks. Surface cracks are not detrimental to the structural integrity of your home.

Dampness: Although we make every effort to ensure a dry basement, you may notice some dampness during times of excessive moisture. You should carefully maintain the perimeter of your home so that water can drain away from foundation, as ponding water against your foundation may lead to interior dampness. Over time, with natural compaction of soils in the backfill areas, you will notice less settlement around your home. Careful maintenance of positive drainage will protect your foundation.

11.29 — Garage Overhead Door

Homeowner Use and Maintenance Guidelines

Your garage door will require periodic maintenance. Every six months apply multi-purpose grease to the weather stripping as well as all moving parts (tracks, rollers, hinges, pulleys, and springs). At the same time, check to see that all hardware is tight and operating as intended without binding or scraping. Avoid over lubricating to prevent drips on vehicles or the concrete floor.

In addition to these general recommendations, follow the manufacturers' recommended requirements. Although the garage doors are typically insulated, they are not designed to be airtight. Light may be visible at the edges of the door and, under certain weather conditions, precipitation may enter your garage through these edges.

Lock: If the lock becomes stiff, apply a silicone or graphite lubricant. Do not use oil on a lock, as it will stiffen in winter and make the lock difficult to operate. Do not use the lock if you have an automatic garage door opener.

Automatic opener: To prevent damage to a garage door opener, be sure the door is completely unlocked and the rope-pull has been removed before using the operator. If you have an opener installed after closing on your home, we suggest that you order it from the company that provided and installed the garage door to assure uninterrupted warranty coverage. Please make sure that you follow the door manufacturer's installation guidelines, including reinforcement of the top panel. Be familiar with the steps for manual operation of the door in the event of a power failure.

Safety: Follow the manufacturer's instructions for 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.

For your safety, after the expiration of the one-year warranty, 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.

11.30 — Gas Shut-Offs

You will find shut-offs on gas lines near their connection to each item that operates on gas. In addition, there is a main shut-off at the meter. We point these out during the pre settlement orientation. If you suspect a gas leak, leave the home and call the gas company immediately for emergency service.

To shut off the gas to a specific appliance, locate the gas valve (which is usually located within a couple feet to the appliance) and turn the handle so that it is perpendicular to the pipe or hosing. A handle that points the same direction as the pipe or hosing is in the open position.

11.31 — Ghosting

Recent feedback from homeowners (in both old and new homes) regarding black sooty stains which develop on surfaces in homes (on carpet, walls, ceilings, appliances, mirrors, and around area rugs—to list a few examples) have caused much investigation and research.

The conclusion of the research and laboratory tests has been that the majority of this staining or “ghosting” results from pollution of the air in the home caused by burning scented candles. Incomplete combustion of hydrocarbons as these candles burn contributes a considerable amount of soot to the air. This sooty substance then settles or accumulates on surfaces of the home. The sooty deposits are extremely difficult to remove; on some surfaces (light-colored carpet, for instance), they are impossible to clean completely away. The popularity of scented candles has increased many-fold in recent years. If this is an activity that is part of your lifestyle, we caution you about the potential damage to your home. When this condition results from homeowners burning candles or other lifestyle choices, the resulting damage is excluded from our limited warranty coverage.

11.32 — Grading and Drainage

Homeowner Use and Maintenance Guidelines

Upon completion of the final grade of your lot and installation of your sodded lawn, the drainage pattern has been established for your lot. It is not uncommon for localized settlement to occur. It is important that you maintain the original pattern as water is designed to flow away from your home and return to the environment in a path that does not damage downstream properties.

Drainage patterns should be considered for any landscaping done on your property. **It is critical that the original drainage configuration be maintained.** Altering of this drainage pattern may result in standing/ponding water and/or foundation leaks.

Maintain slopes: Maintain the slopes around your home to permit the water to drain away from the home as rapidly

as possible. The grading plan was designed by a civil engineer to handle storm water runoff and to ensure proper, positive drainage away from your homesite. No standing water should remain in your yard 24 hours after a rain with the exception of in a swale or where a sump pump discharges, which sometimes will hold water for up to 48 hours. Periods of unusually heavy rainfall, snow, or extended frost can alter these timeframes, and is not considered a deficiency.

Downspouts and splash blocks: Do not remove the splash blocks or downspout extensions from under the downspouts. Keep these in place at all times, sloped so the water drains away from your home quickly.

Settling: During the first year of occupancy, you may expect some soil settlement around the foundation walls and utility trenches of your new home. Settlement may interfere with proper flow of storm water away from your home, and/or across your property. As a homeowner, you will need to correct deviations by filling the low area with soil and reseeding the area. The establishment of grass is critical to erosion control. For settlement that may occur near your foundation, you will need to remove shrubbery, fill the low areas, replant, and mulch.

During the final grading of your home, large rocks and construction debris are removed. It is inevitable, however, that rocks and stones may surface over time. This is a normal occurrence in new home construction and will cease as your lawn matures.

11.33 — Gutters and Downspouts

Homeowner Use and Maintenance Guidelines

Gutters are installed on your home to accommodate normal rainfalls. During periods of excessively heavy rain some gutters will overflow. Periodically check gutters and remove leaves or other debris. During a light to normal rain, check gutters for overflow. After the rainstorm, ensure that no debris has collected in the gutter or that downspout is clogged. It is not uncommon for small amounts of water to stand in gutters after a rain.

Extensions or splashblocks: Make sure that splash blocks are always in place at the outfall of all downspouts and the grade falls away from the house with a good cover of grass adjacent to each splash block. Extensions should discharge outside of mulch beds so that water is not dammed behind the edging materials that might be used.

Ladders: Use caution when leaning ladders against gutters, as this may cause dents.

Snow and ice: Clear excess snow from downspouts as soon as possible to allow the gutter to drain and to prevent damage. Severe ice or snow build-up can damage gutters, and such damage is not covered by the limited warranty.

11.34 — Hardware

Doorknobs and locks should operate correctly with little attention. Over time, they may need slight adjustments due to normal shrinkage of the framing. Occasionally, you may need to tighten screws. Doors with “dummy” knobs (those without working knobs on other side of door, which are typically found on closet or pantry doors) use spring-loaded rollers located at the top of the door. Occasionally these will stick and will require lubrication.

11.35 — Hardwood Floors

Homeowner Use and Maintenance Guidelines

In daily care of hardwood floor, preventive maintenance is the primary goal. Please refer to the manufacturer's recommendations for cleaning and buffing your hardwood floors.

Should your hardwood floors require repairs, it is customary to remove the damaged boards and insert new boards using a limited number of face nails, similar to the nailing found at your wall edges.

Clean properly: Sweep on a daily basis or as needed. Never wet-mop a hardwood floor. Excessive water causes wood to expand and can possibly damage the floor. When polyurethane finishes become soiled, damp-mop with a mixture of one-cup vinegar to one gallon of warm water. When damp-mopping, remove all excess water from the mop.

Prevent dimples: Placing heavy furniture or dropping heavy or sharp objects on hardwood floors can result in dimples.

Filmy appearance: A white, filmy appearance can result from moisture, often from wet shoes or boots.

Protect floors from furniture legs: Install proper floor protectors on furniture placed on hardwood floors. Protectors will allow chairs to move easily over the floor without scuffing. Regularly clean the protectors to remove any grit that may have accumulated.

Humidity: Wood floors respond noticeably to changes in humidity in your home. Especially during winter months the individual planks or pieces expand and contract as water content changes. A humidifier helps but does not eliminate this reaction.

Use mats and area rugs with care: Use protective mats at the exterior doors to help prevent sand and grit from getting on the floor. Gritty sand is wood flooring's worst enemy. However, be aware that rubber backing on area rugs or mats can cause yellowing and warping of the floor surface.

Pet damage: Over time, the claws of household pets such as dogs and cats may dimple your hardwood floor.

Potted plants: Do not set potted plants directly on the hardwood floor.

Expect some separation: Expect some shrinkage around heat vents or any heat-producing appliances, or during seasonal weather changes.

Use care with shoes: Keep high heels in good repair. Heels that have lost their protective cap (thus exposing the fastening nail) will exert over 8,000 pounds of pressure per square inch on the floor. **That's enough to damage hardened concrete; it will mark your wood floor.**

Clean spills: Clean up food spills immediately with a dry cloth. Use a vinegar-and-warm-water solution for tough food spills.

Splinters are normal: When floors are new, small splinters of wood can appear.

Protect floors from sun exposure: Exposure to direct sunlight can cause irreparable discoloring and damage to

hardwood floors. To preserve the beauty of your hardwood floors, install and use window coverings in these areas.

Traffic paths: A dulling of the finish in heavy traffic areas is likely.

Warping is common: Warping will occur if the floor repeatedly becomes wet or is thoroughly soaked even once. Slight warping in the area of heat vents or heat-producing appliances is also typical.

Use care with wax: Never use a wax that is not recommended by the manufacturer.

11.36 — Heating System

Your heating and air conditioning system consists of an airhandler (heat pump system) or furnace (gas system), including filter, thermostat, ductwork, registers, cooling unit (condenser), compressor unit, and coil. Depending on size, some EYA-built homes have multiple systems. The heating system is designed to maintain a temperature of 70 degrees as measured in the center of the room five feet above the floor during typical outdoor conditions for the Washington Metro Area. Temperature differentials can increase as the outdoor temperature drops below the design conditions.

Homeowner Use and Maintenance Guidelines

Good maintenance of your furnace can save energy dollars and prolong the life of the furnace. Carefully read and follow the manufacturer's literature on use and maintenance. The guidelines here include general information only. Provide professional service for your system at least once every two years.

Adjust vents to suit: You will need to balance the system for your needs by adjusting the registers in your home to establish the best heat flow for your lifestyle. Generally, you can reduce the heat in seldom-used or interior rooms. Rooms farther away from the furnace will usually need to be opened wider. Some adjustment may also be necessary during the air-conditioning season. **A good technique for accomplishing this is to completely open all the vents, and then gradually move the temperature setting up until the coolest room is comfortable. Once the coolest room is comfortable, gradually close the vents in the warmer rooms until all rooms are comfortable as well.** Reverse the process for air conditioning.

Blower panel should be positioned correctly: Should you open the front cover of your air handler/furnace, you need to position the panel correctly for the furnace blower (fan) to operate. This panel presses a button that tells the blower it is safe to operate. If this panel is not properly aligned the fan will not operate.

Blocked vents can be dangerous: Gas furnaces installed in basements, utility room, and/or attics of your home require adequate ventilation. In many situations, you may have a louvered door and/or high and low air vent.

NOTE: Never cover or block the combustion air vent in any way. Outside air is needed to supply the furnace with sufficient oxygen. Blocking the combustion air vent will cause the furnace to draw air down the vent pipe and pull poisonous gases back into your home.

Ductwork noise is normal: Some popping or pinging sounds are the natural result of ductwork heating and cooling in response to airflow as the system operates.

Filter must be changed: Remember to change or clean the filter on a regular basis. A clogged filter can slow airflow and cause cold spots in your home. **Although it takes less than one minute to change the filter, this is one of the most frequently overlooked details of normal furnace care.** Buy filters in larger quantities for the sake of convenience. If you have a permanent, washable, removable filter, you need to clean this monthly. Use water only to clean the filter, tap to dry or air dry, and leave unit off for a brief period. Do not use soaps or detergents on the filter. If you have an electronic air cleaner, read the manufacturers literature and follow all instructions for efficient operation and maintenance of your system.

Furniture makes a difference: The heating system was designed with a furnished home in mind. **If you move in during the cooler part of the year and have not yet acquired all of your draperies and furnishings, the home may seem cooler than you would expect.**

If you smell gas: Leave your home immediately and call your local gas company.

New or idle system odor: A new heating system may emit an odor for a few moments when you first turn it on. An established system may emit an odor after being unused for an extended time (such as after the summer months). This is caused by dust that has settled in the ducts and should pass quickly.

Watch the on-off switch: The furnace has an on-off blower switch. This switch looks like a regular light switch and is located in a metal box outside the furnace. When turned off, this switch overrides all furnace commands and shuts down the blower. This is usually done only when maintenance service is being performed, although **young children have been known to turn the furnace off using this switch.**

Adjust registers and dampers:

Heat register covers are removable and adjustable. You are responsible for adjusting the dampers in these covers to regulate the heat flow within the home. Registers in the rooms farther away from the furnace will usually need to be opened wider. EYA does not caulk around the registers so that they may be removed for cleaning.

Return air vents: For maximum comfort and efficient energy use, arrange furniture and draperies to allow unobstructed airflow from registers and to cold air returns.

Dealing with temperature variations: Depending on the style of home, temperatures can normally vary from floor to floor by as much as 10 degrees or more on extremely cold days. The furnace blower will typically cycle on and off more frequently and for shorter periods during severe cold spells. You may find it more comfortable to switch the setting on your thermostat from Auto to On (which keeps air continuously circulating) to have a more even temperature range in your home.

Efficient thermostat adjustments: The furnace will come on automatically when the temperature at the thermostat registers below the setting you have selected. **Once the furnace is on, setting the thermostat to a higher temperature will not heat the home faster.** Conversely, lowering your thermostat for air conditioning will not accelerate that process either. Thermostats are calibrated to within plus or minus 5 degrees.

If you have a programmable thermostat, read the manufacturer's literature and follow all instructions for efficient operation of your system.

Try a trial run: Have a trial run early in the fall to test the furnace. (The same applies to air-conditioning in the spring.) If service is needed, it is much better to discover that before the heating season.

11.37 — Heat Pump

A heat pump system operates differently from a gas forced-air furnace. The same system provides both heat and air conditioning. This is possible because a refrigerant flows back and forth in the coils of the heat pump, controlled by a reversing valve. In the heating mode, the heat pump removes heat from the outside air and transfers it to the inside air. In the cooling mode, it does just the opposite, removing heat from the inside air and discharging it outside of the home. The thermostat inside your home controls this heating or cooling activity.

Homeowner Care and Maintenance

If your home contains a heat pump system, you should be aware of the performance characteristics unique to these systems. As with any system, read the manufacturer's literature and follow all instructions for efficient operation and maintenance of your system. **Clean or replace filters once a month. Provide professional service for your system at least once every two years.**

Keep the outside unit clear: Keep the outside unit clear of any materials that would interfere with air circulation. Snow, ice, landscaping materials, trash, leaves, and other accumulating items can cause inefficiency or damage the unit.

Air temperature at vents: Do not expect dramatic temperature differences in the air coming from the vents as is common with other kinds of systems. The coils used in a heat-pump system operate at lower temperatures than those common in a gas forced-air system. As a result, in the heat mode, for example, air from the supply vents will not feel hot, though the air discharged is warmer than the air in the room by as much as 20 degrees.

Auxiliary heat system: At lower outside temperatures, less heat is available for the heat pump to draw from the exterior air.

Therefore, from time to time the auxiliary heat system will come on to maintain the temperature you set at the thermostat. The auxiliary system also will come on whenever the temperature at the thermostat is moved 1.5 degrees or more at one time. If the light stays on when the outside temperature is more than 33 degrees, contact a service person.

Defrost cycle: When the heat pump is operating in the heat mode, the coils outside may reach below freezing temperatures. Moisture in the air will condense into frost and accumulate on the coils under these circumstances. From time to time, the system will go into defrost mode to clear accumulated frost from the coils. This is a normal part of the operation of the system and will occur automatically. During the defrost cycle, the outside fan will stop temporarily.

The temperature of airflow into the home will be a bit lower during the defrost cycle. The defrost cycle can only occur once every 90 minutes and lasts no longer than 10 minutes.

Keep thermostat setting consistent: Unless you have a night setback thermostat designed to work with a heat pump system, do not turn the thermostat down in the evenings. Adjust the temperature a fraction of a degree at a time until a comfortable, permanent setting is found.

Register adjustment: You will need to balance the system for your needs by adjusting the registers in your home to establish the best heat flow for your lifestyle. Generally, you can reduce the heat in seldom-used or interior rooms. Rooms farther away from the furnace will usually need to be opened wider. Some adjustment may also be necessary during the air conditioning season.

A good technique for accomplishing this is to completely open all the vents, and then gradually move the temperature setting up until the coolest room is comfortable. Once the coolest room is comfortable, gradually close the vents in the warmer rooms until all rooms are comfortable as well. Reverse the process for air conditioning.

Keep return air vents clear: As with any heating system, return air vents must be clear so air flows through the ducts unimpeded. Avoid placing furniture where it blocks the return air vents.

11.38 — Humidifier

Homeowner Use and Maintenance Guidelines

Operate a humidifier only when heating your home, not when operating the air conditioner. The humidifier should be adjusted to the manufacturer's recommended settings and suggested timetable. It is a homeowner's responsibility to monitor and maintain appropriate moisture levels in your home as excessive moisture can lead to mold and mildew.

Your humidifier requires periodic cleaning, usually once a year prior to the start of the heating season. The purpose of the cleaning is to remove mold, mildew, bacteria, and mineral deposits that may have formed. In addition, most humidifiers have filters that require replacement on a regular basis.

11.39 — Insulation

If your home has an attic, it is filled with blow insulation that is generally a uniform thickness throughout the attic (sloped ceiling areas are covered with batt insulation). As the last step in any work performed in your attic (for example, the installation of a TV antenna), you should confirm that the insulation remains smooth and even. Do not step on the drywall ceilings, because this can result in personal injury or damage to the drywall.

Unless otherwise specified, do not use the attic space for storage. Any items placed on top of the insulation will result in heat loss and possible condensation problems.

11.40 — Landscaping

The quality and appearance of your newly sodded lawn and newly installed landscaping will depend on the care and

attention you provide, especially in the early months following installation. In some communities, the Homeowners Association will maintain this landscaping, so check your documents to see what you are responsible for. Proper watering is essential for all new lawns and landscape material as their root structure is immature and vulnerable to drought and high temperatures.

Homeowner Use and Maintenance Guidelines

The following is a general guide to the major elements and tasks associated with maintaining your landscaping.

Backfill: If your home's lower level is below grade, we construct the foundation of your home beginning with an excavation into the earth. When the foundation walls are complete, the area surrounding them is backfilled. Soil in this area is not as compact as undisturbed ground. Water can penetrate the backfill to the lower areas of your foundation. This can cause potentially severe problems, such as wet basements, cracks in foundation walls, and floor-slab movement. You can avoid this through proper installation of landscaping and good maintenance of drainage.

Keep downspout extensions in the down position to channel roof runoff away from the foundation area of your home. Routine inspection of downspouts, backfill areas, and other drainage components is an excellent maintenance habit. Backfill areas that settle will require prompt attention to avoid damage to your home and voiding of the structural warranty. You will need to correct deviations by filling the low area with soil and reseeding the area. The establishment of grass is critical to erosion control. For settlement that may occur near your foundation, you will need to remove your shrubbery, fill the low areas, replant, and mulch.

Changing the landscape plan and using contractors: You are responsible for changes to the drainage pattern made by any landscape contractor. Before making any changes, please refer to your Homeowners Association Rules to make sure any changes you make are within required guidelines. Remember to consider drainage patterns and how they affect your neighbors, both uphill and downhill.

Mulch or rock beds: Do not allow edging around decorative rock or mulch beds to dam the free flow of water away from the home. You can use a non-woven landscape fabric between the soil and rock or bark to restrict weed growth while still permitting normal evaporation of ground moisture.

Drainage: Prior to seeding or installing sod, your yard was final graded. The grading plan was designed by a civil engineer to handle storm water runoff for the entire community and to ensure proper, positive drainage away from your home.

It is important you inspect drainage from time to time and ensure it is functioning properly. **Be careful that any landscaping improvements you have made do not interfere with the flow of storm water runoff (and are allowed by your Homeowners Association).** Avoid planting or building anything in a drainage swale.

Irrigation: Your community may have an irrigation system for open landscape areas. If so, the upkeep of this system is the responsibility of the Homeowners Association. **Periodically check the system to make sure sprinklers are not spraying water on the exterior walls of your home.** This will cause blistering, peeling, splintering, and other damage to the home. Should you notice any problems, contact your homeowners association.

Natural Areas:

During construction, we remove construction debris from natural areas. Removing dead wood, tree limbs, fallen trees, or other natural items is your responsibility.

Planning: Locate plants and irrigation heads out of the way of pedestrian or bicycle traffic and car bumpers. Space groves of trees or single trees to allow for efficient mowing and growth. Group plants with similar water, sun, and space requirements together.

Plant selection: Plant with regard to your local climate. Favor native over exotic species. Consider ultimate size, shape, and growth of the species.

Requirements: Check with your local building department and homeowners association before designing, installing, or changing landscaping for any regulations that they require you to follow.

Sod: Newly placed sod requires extra water for several weeks. If your Homeowners Association is not responsible for watering any areas, please water in the cool part of the day (ideally just before sunrise) at regular intervals for the first three weeks. Be aware that new sod and the extra watering it requires can sometimes create drainage concerns (in your yard or your neighbor's) that will disappear when the yard is established and requires normal watering.

Rocks and stones: The soil in your area may have stones and rocks. Removing these naturally occurring elements is a maintenance activity. When EYA installs sod, large rocks will be picked up and surface raking performed. You will need to provide continued attention to this condition as you care for your yard.

Trees: EYA values trees as one of the features that make up an attractive community and that add value to the homes we build. We take steps to protect and preserve existing trees in the area of your home. In spite of our efforts, existing trees located on construction sites can suffer damage from construction activities. This damage may manifest months after the completion of construction. Damage to existing trees can be caused by such things as compaction of soil in the root zone, changing patterns of water flow on the lot, disturbing the root system, and removing other trees to make room for the home. The newly exposed tree may react to conditions it is unaccustomed to.

- Caring for existing trees, including pruning dead branches or removing these trees altogether is your responsibility.
- Remember to water trees during the summer or during warm dry periods in the winter.
- Mulch around trees and avoid tilling or planting flowerbeds around trees. This is especially important while trees are recovering from the construction process.
- Trees and other plant materials that exist on the lot when construction begins and are not part of any landscaping installed by EYA are excluded from warranty coverage.

Utility lines: A slight depression may develop in the yard along the line of the utility trench. To correct this, roll back the sod, spread topsoil underneath to level the area, and then relay the sod. Before any significant digging, check the location of buried service leads by calling Miss Utility. In most cases, wires and pipes run in a straight line from the main service to the public supply.

Waiting to Landscape: If you leave ground unlandscaped, it erodes. Correcting erosion that occurs after closing is your responsibility.

Weeds: Weeds will appear in your new lawn whether seed or sod is used. The best control is a healthy lawn, achieved through regular care and attention.

11.41 — Mirrors

To clean mirrors, use any reliable liquid glass cleaner or polisher available at most hardware or grocery stores. Avoid acidic cleaners and splashing water under the mirror. Either can cause the silvering to deteriorate. Avoid getting glass cleaners on plumbing fixtures as some formulas can deteriorate the finish.

11.42 — Mold

According to the Environmental Protection Agency (EPA), “it is impossible to get rid of all mold and mold spores indoors: some mold spores will be found floating through the air and in house dust.” (“Mold Remediation in Schools and Commercial Buildings”, EPA Document 402-K-01-001.)

Though the presence of mold inside of the home can never be completely eliminated, you can take positive steps to reduce the occurrence of mold growth in your home. Some of the steps recommended by the EPA are as follows:

- Mildew is a fungus that spreads through the air in microscopic spores. They love moisture and feed on surfaces or dirt. On siding, it looks like a layer of dirt. To determine whether you are dealing with mildew or dirt, wipe the surface with a cloth or sponge dampened with bleach. If the bleach causes the surface to lose its dark appearance, you are most likely seeing mildew.
- When water leaks or spills occur indoors, act quickly. If wet or damp materials or areas are dried 24 to 48 hours after a leak or spill happens, mold will usually not grow.
- Clean and repair roof gutters regularly.
- Make sure the ground slopes away from the building foundation so that water does not enter or collect around the foundation.
- Keep air-conditioning drip pans clean and the drain lines unobstructed and flowing properly.
- Keep indoor humidity low. If possible, keep indoor humidity below 60 percent relative humidity.
- If you see condensation or moisture collecting on windows, walls or pipes, act quickly to dry the wet surface and reduce the moisture/water source. Condensation can be a sign of high humidity.
- Use air conditioners and/or heaters as required.
- Run the bathroom fan or open the window when showering. Use exhaust fans or open windows whenever cooking, running the dishwasher or dishwashing, etc.
- Cover cold surfaces, such as cold water pipes, with insulation.

For more information on mold and the health effects of mold, consider consulting the publication referenced above. The websites for the US Environmental Protection Agency (www.epa.gov) and Centers for Disease Control and Prevention (www.cdc.gov) contain additional information on this issue.

11.43 — Paint and Stain

Paint manufacturers have made their paints more environmentally friendly by eliminating lead and mercury. These changes, although positive, have reduced the durability and longevity of paint. Additionally, today’s water based paints and stains often make wood grain visible on trim.

Homeowner Use and Maintenance Guidelines

Cleaning vs. touchup: If necessary, painted surfaces may be washed gently using mild soap and as little water as possible. Avoid abrasive cleaners, scouring pads, or scrub brushes. Flat paints show washing marks more easily than gloss paints do. Often, homeowners prefer the results of touching up paint in lieu of washing.

Caulking: Time, weather, and settlement will shrink, dry, and split caulking so that it no longer provides a good seal. It is important to inspect and repair caulking prior to painting the interior or exterior of your home.

Maintain exterior painting: Check the painted and stained surfaces of your home's exterior annually. Repaint before much chipping or wearing away of the original finish occurs; this will save the cost of extensive surface preparation. **Plan on recaulking and repainting the exterior surface of your home within 2 years of settlement and then approximately every two to three years thereafter.** When you repaint the exterior of your home, begin by resetting popped nails and removing blistered or peeling portions of paint with a wire brush or putty knife. Sand, spot with primer, and then paint the entire area. Use a quality exterior paint formulated for local climate conditions. Avoid having sprinklers or lawn irrigation systems spray water on the exterior walls of your home. This will cause blistering, peeling, splintering, and other damage to the home.

Touch-ups: Paints and stain will fade due to the effects of sun, weather, and living conditions. Therefore, touch-ups may not match due to these factors, as well as dye lot variations and certain lighting conditions. When doing paint touch-ups, use a small brush, applying paint only to the damaged spot. Touch-up may not match the surrounding area exactly, even if the same paint mix is used. 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.

Fixing wall cracks: Prior to repainting a room, you will want to make necessary drywall repairs. See section 11.22, Drywall, for tips and guidelines.

11.44 — Phone Jacks

Your home is equipped with telephone jacks as shown on the blueprints and selection sheets. In addition, your home may have also come with multi-media outlets, which offer phone jacks as well as cable jacks. Initiating phone service, additions to phone service, and moving phone outlets for decorating purposes or convenience are your responsibility.

11.45 — Plumbing

Your home's plumbing system has been installed under the direction of a licensed plumbing contractor in accordance with local plumbing codes and has been inspected by local building authorities. Water supply and drainage from all lines and fixtures was satisfactory when tested prior to your move-in date. A licensed plumber must conduct any alterations to your plumbing system. We recommend you use the original contractor to maintain your warranty.

Homeowner Use and Maintenance Guidelines

A plumbing system has many parts, most of which require little maintenance. Proper cleaning, occasional minor attention, and preventive care will assure many years of good service from this system. The following is a guide to the plumbing elements in your home and the basics on how to maintain them.

Water-saving toilets: Toilets used today in residential construction typically do not perform as well as the toilets in the home you grew up in. A water-saving regulation went into effect in 1993, which prohibits the manufacture of toilets that use more than 1.6 gallons of water per flush. In the search for a balance among comfort, convenience, and sensible use of natural resources, the government conducted several studies and determined the 1.6-gallon toilet consistently saved the most water.

As a result of this standard, flushing twice is occasionally necessary to completely empty the toilet bowl. Even though you flush twice on occasion, rest assured that overall you are saving water. Similarly, flow restrictors manufactured into faucets and showerheads cannot be removed. We regret any inconvenience this may cause. However, we must comply with federal regulations.

Aerators: Faucet aerators are small, round, screened attachments commonly found screwed to the mouth of kitchen and bathroom faucets. These attachments add air to the water as it leaves the faucet, which reduces splashing and reduces water use. These aerators should be removed and cleaned frequently, at least once per month during the first three months, and every three to four months thereafter.

Caulking and grout: The normal high moisture content common in bathrooms, the weight of the tub when filled with water, settling of the home over time, and the normal contraction and expansion of materials will cause separation between the tub or shower stall and adjacent tiled wall surfaces in your home. This condition can be remedied by applying a flexible caulking sealant. Other common areas where this occurs include bathroom vanities and side splashes as well as the kitchen sink and counter.

Cleaning plumbing fixtures: The surfaces of your new plumbing fixtures are not indestructible. Continue to protect the fixtures by taking the following precautions and following the manufacturer's directions for cleaning fixtures:

- Avoid abrasive cleansers.
- Clean plumbing fixtures with a soft sponge and soapy water (a nonabrasive cleaner or a liquid detergent is usually recommended by manufacturers).
- Polish the fixtures with a dry cloth to prevent water spots.

Clogs: Your home's sewer lines have been tested and inspected to ensure against blockages before you moved into our new home. Flooding that occurs over the rim of a sink or toilet is the homeowner's responsibility unless a construction defect is demonstrated to be the cause. Avoid disposal of items such as disposable diapers, excessive amounts of toilet paper, sanitary supplies, Q-tips, dental floss, and children's toys into the systems. If you are experiencing a clog or a slow running drain, you can usually clear the clog with a plunger or chemical agent. If using chemical agents, follow directions carefully to avoid personal injury or damage to the fixture. If the cause of the stoppage is not immediately evident, call a plumber. Improper garbage disposal use also causes many plumbing clogs. **Always use plenty of cold water when running the disposal.** This recommendation also applies to grease; supplied with a steady flow of cold

water, the grease congeals and is cut up by the blades. If you use hot water, the grease remains a liquid, then cools and solidifies in the sewer line. Allow the water to run 10 to 15 seconds after shutting off the disposal.

Extended absence: If you plan to be away for an extended period, you should drain your water supply lines. To do this, shut off the main supply line and open the faucets to relieve pressure in the lines. You may also wish to shut off the water heater. Check manufacturer's directions for additional hints and instructions.

Frozen pipes and outside hose bibs: Never leave your home without heat during cold weather. A home should be heated to at least 65

degrees or greater to help prevent frozen pipes. Unused rooms may have water lines in their walls, so never completely close the heating vents in these rooms. Drain hose-bib water lines before cold weather and disconnect all hoses. If freezing should occur, we recommend you contact a plumber for advice or assistance.

Jetted tubs: If your home includes a jetted tub follow manufacturer directions for its use and care. **Never operate the jets unless the water level is at least one inch above the jets.** Be cautious about using the tub if you are pregnant or have heart disease or high blood pressure; discuss the use of the tub with your doctor. Tie or pin long hair to keep it from away from the jets where it might become tangled—a potentially dangerous event. **Clean and disinfect the system every one to two months, depending on usage.** To do this, fill the tub with lukewarm water and add one cup of liquid chlorine bleach. Run the jets for 10 to 15 minutes drain and fill again. Run for 10 minutes with plain water, drain.

Laundry tub: If you have a laundry-room tub, the faucet does not have an aerator. This is to allow the laundry tub faucet to accept a hose connection. In some jurisdictions, an anti-siphoning device is also attached.

Leaks: If a major plumbing leak occurs, the first step is to turn off the supply of water to the area involved. This may mean shutting off the water to the entire home. Then contact the appropriate contractor.

Low pressure: Overall, community water pressure is generally a function of the location and elevation of the community relative to the municipal water source. In areas where pressure is abnormally high, regulators are installed to reduce the pressure in the water piping inside your home and protect the plumbing system and appliances such as the dishwasher, clothes washer, etc. It is very important that you do not attempt to adjust the pressure regulator, as a plumber should perform this work.

Main shut-off: There is a main shut-off valve for the water supply in your home. The location of this valve will be pointed out to you in your Pre-settlement Orientation.

Marble or manufactured marble: Marble, manufactured marble, and porcelain enamel will be damaged by a sharp blow. Avoid abrasive

cleansers or razor blades on manufactured marble; both damage the surface. Always mix hot and cold water at manufactured marble sinks; running hot water alone can damage the sink.

Outside faucets: Use the following steps to winterize your outside hose bibs. Reverse these steps after temperatures rise above freezing in the spring.

1. Shut off all individual hose bib water supply valves (often located in a utility room).
2. Go outside, remove any garden hoses, and open hose bibs. Leave hose bib in open position all winter.
3. Return to individual hose bib water supply valve and remove bleeder cap. Keep in a safe place for easy retrieval for spring.

Running toilet: If your toilet is running, lift the lid off the tank and inspect the chain on the flush handle. Make sure that it allows the rubber stopper at the bottom of the tank to seal. Also check the tank float. You may find it has lifted too high in the tank, preventing the valve from shutting off completely. In this case, gently bend the float rod down until it stops the water at the correct level. The float should be free and not rub the side of the tank or any other parts. Recommended maintenance should include replacing the flapper valve in the bottom of the tank. Please note that toilets have different types of internal mechanisms and the above advice may not be applicable to your specific toilet.

Shut-offs: Your main water shut-off is usually located near where the main water service pipe enters your home. You use this shut-off for major water emergencies such as a water line break. Each toilet has a shut-off on the water line under the tank. Hot and cold shut-offs for each sink are on the water lines under the sink. It is important to remember that shut-off valves for your hose bibs are typically located in the utility room. Your washing machine has shut-off valves that you may consider using when leaving your home, as the rubber hoses that supply washing machines have been known to fail as they age.

Fire sprinklers: A residential fire sprinkler system has been installed throughout your home. This system has been designed to protect you and your family from the danger of fire. The fire sprinkler system has been hydraulically calculated to operate under the worst water-supply conditions, and was approved by a local fire inspector for compliance with plans and local building codes. We sincerely hope that your system is never called upon to perform, however if it is, proper care and maintenance will ensure that it will function properly. **You should routinely inspect sprinkler heads to make sure they are not blocked and that the backflow prevention valve has a tag that denotes its next inspection date and provide seasonal service to maintain proper functioning.**

Some helpful hints about your fire sprinkler system:

- The sprinkler system operates automatically upon the fusing of a glass bulb in the sprinkler head by heat source of any kind emitting temperature higher than 155 degrees.
- Only one sprinkler head operates at a time.
- There is a control manifold located in the mechanical room at the main water supply. The water gauge should have positive pressure at all times.
- Never turn off the water supply to the sprinkler system or attempt to make repairs to the system. Only a licensed mechanical contractor should be contacted for repairs.
- Please read the important manufacturer's information about sprinkler head maintenance and protection.

11.46 — Radon

Radon is a naturally occurring gas emitted by certain types of soil and rock. As a result of natural geological conditions, some areas may pose a greater risk than others. EYA typically provides a building-code-mandated passive radon-venting stack in your home.

We claim no expertise on either the identification of, or methods to reduce, radon level, or the risks associated with

radon exposure. According to some experts, exposure to elevated levels of radon for a sufficient period of time may increase the risk of cancer.

For More Information: You may obtain more information by visiting [www.epa.gov/radon](#), call the hot line at 1-800-SOS-RADON or contacting the United States Environmental Protection Agency at the following address:

The United States Environmental Protection Agency
Office of Air and Radiation
EPA Region 3, 1650 Arch Street
Philadelphia, PA 19103
1-800-438-2474

11.47 — Resilient Flooring

Your Option Selection sheet provides a record of the brand, style, and color of floor coverings in your home. Please retain this information for future reference.

Homeowner Use and Maintenance Guidelines

The basics: Although resilient floors are designed for minimum care, they do have maintenance needs. Follow manufacturer's specific recommendations for care and cleaning. **Some resilient floors require regular application of a good floor finish.** This assures you of retaining a high gloss.

Limit water: Wipe up spills and vacuum crumbs instead of washing resilient floors frequently with water. Limit mopping or washing with water; excessive amounts of water on resilient floors can penetrate seams and get under edges, causing the material to lift and curl.

Take care in moving furniture: Moving appliances across resilient floor covering can result in tears and wrinkles. Install coasters on furniture legs to prevent permanent damage. If you damage the resilient floor, you can have it successfully patched by professionals. Please be aware that the dye lots may vary in color.

The finish can scuff: The resilient flooring installed in your home is the no-wax type. No-wax means a clear, tough coating that provides both a shiny appearance and a durable surface. However, even this surface will scuff or mark. Follow the manufacturer's recommendations for maintaining the finish.

Minimizing raised nail heads: Raised nail heads are the result of movements of the floor joist caused by natural shrinkage and deflection. We have used special nails and glued the underlayment to help minimize this movement.

Preventing and handling seam lift: All resilient floors have seams that are visible. Any brand or type of resilient flooring may separate slightly due to shrinkage. Seams can lift or curl if excessive moisture is allowed to penetrate them. You can use a special caulking at tub or floor joints to seal seams at those locations. Avoid getting large amounts of water on the floor from baths and showers.

11.48 — Roof

The roof on your new home is constructed of quality materials that are virtually maintenance free and should last for many years. The roof cap, vent stacks, flashing, and pipe collars do require periodic inspection. Due to the safety issues related to walking on a roof, you should hire a professional to do any work on your roof.

Homeowner Use and Maintenance Guidelines

Clean gutters regularly: Maintain the gutters and downspouts so that they are free of debris and able to quickly drain precipitation from the roof.

Watch for ice dams: On occasion, depending on conditions and exposure, rising heat from inside your home can melt snow on the roof. The snowmelt that reaches cold eaves can freeze. An accumulation of ice can dam up subsequent runoff, and snow melt begins to back up, sometimes working its way up and under shingles and ultimately leaking into your home through windows or ceilings.

Dealing with leaks: If a leak occurs, try to detect its exact location. This will greatly simplify finding the area that requires repair later, when the roof is dry. If you experience a roof leak, please contact the EYA Customer Service department. Any secondary damages that may have occurred are the responsibility of the homeowner or your insurance company.

Limit walking on the roof: Your weight and movement can loosen roofing material and in turn result in leaks. Never walk on the roof of your home when the shingles are wet—they are slippery.

Inspect your roof after severe weather: After severe storms, do a visual inspection of the roof for damages. Notify your insurance company if you find pieces of shingle in the yard or shingle edges lifted on the roof.

11.49 — Rooftop Terraces

Some EYA homes come with rooftop terraces or flat roofs. Unlike traditional roofs that are pitched upwards and have shingles, these are gradually sloping and use membranes to cover them. A factory authorized roofing contractor has installed this material, and the material is backed by a limited manufacturer's warranty.

Homeowner Use and Maintenance

Check the drain: The portion of the rooftop terraces that is walked on is low maintenance. However, you must regularly check the drain (if applicable) to ensure that it is not clogged. Please read the manufacturer's literature for additional maintenance guidelines.

Watch for mildew: Depending on sun exposure, rooftop terraces might be subject to mildew formation in dark spots. Should you see any, clean up immediately.

11.50 — Siding

There are two main types of siding EYA uses in the construction of its homes: vinyl siding and fiber cement board. Please refer to the manufacturer's literature for recommended maintenance and care. Should siding damage occur, you should have a professional contractor remove and replace the damaged piece. With both types of siding, slight waves will be visible in response to changes in humidity and temperature, which cause the sheathing underneath to expand and contract. These conditions cannot be entirely eliminated.

Homeowner Use and Maintenance Guidelines

Fiber Cement Boards: Cement-based siding will require repainting and caulking just as wood products do. The timing will vary with climatic conditions. Maintain caulking to minimize moisture entry into the siding. Note that some paint colors will require more maintenance than others and some sides of the home may show signs of wear sooner, based on their exposure to the elements.

Vinyl Siding: Vinyl siding will occasionally require cleaning. Start at the top to avoid streaking and use a cleaning product recommended by your siding manufacturer. Follow directions carefully.

11.51 — Smoke Detectors and Carbon Monoxide Detectors

These detectors are proven life-saving devices. At least one smoke detector is located on each level of your new home and one carbon monoxide detector is in your home.

Homeowner Use and Maintenance Guidelines

Know your manual: Please read carefully and follow the manufacturer's instructions for testing, maintenance, and service.

Change the batteries: Your detectors are wired into the electrical system of your home and also have a nine-volt battery backup. If an intermittent low-volume single beep occurs (not the regular sounding of the alarm), the battery requires replacement. Refer to the owner's manual for specifics on replacing batteries. Don't rely solely on the electrical system—you must have fresh batteries in your detectors all the time. **Many fire departments recommend changing batteries in your detectors when you reset your clocks in the spring and fall.** Please refer to the manufacturer's manual for detailed information on the care of your smoke detectors.

Clean properly: For your safety, clean each smoke detector periodically to prevent a false alarm or lack of response in a fire. **After cleaning, push the test button to confirm the alarm is working.**

11.52 — Sump Pump

If conditions on your lot made it appropriate, the foundation design includes a perimeter drain and

sump pump. The perimeter drain runs around the foundation to gather water and channel it to the sump pit, or crock. When the water reaches a certain level, the pump comes on and pumps the water out of your home.

Homeowner Use and Maintenance Guidelines

Get to know the manual: Read and follow the manufacturer's directions for use and care of your sump pump.

Continuous operation is OK: The pump may run often or even continuously during a heavy storm or long periods of rain. This is normal under such conditions.

Keep discharge clear: Know where the discharge for your sump pump system is and keep the end of the drain clear of debris so that water can flow out easily.

Keep an eye on the power: The sump pump runs on electricity. If power goes off, the pump cannot operate. Storm water (not sewage) could then enter your basement. **Homeowner insurance does not usually cover damage to your property from this source; you may want to obtain a rider to cover this.**

Keep roof water out of the sump pump: Ensure that roof water drains quickly away from the home to avoid circulating it through your sump pump. Keep downspout extensions or splash blocks in place to channel water away from your home.

Do regular checks: Periodically check to confirm the pump is plugged in, the circuit breaker is on, and the pump operates. To check operation, pour five gallons of water into the sump pump crock (hole). The pump should come on and pump the water out. Follow this procedure once a year.

11.53 — Termites

We treat the foundation for termites and, at settlement, provide you with a certificate confirming that treatment. **Plan to renew this treatment annually or as directed by the literature that accompanies the certificate.** Treatments for other types of insects or animals such as ants, spiders, ladybugs, crickets, or mice are homeowner maintenance responsibilities.

11.54 — Ventilation

Homes today are built more tightly than ever. This saves energy dollars but creates a potential concern. Condensation, cooking odors, indoor pollutants, radon, and carbon monoxide may all accumulate. We provide mechanical and passive methods for ventilating homes. Your attention to ventilation is important to health and safety.

Homeowner Use and Maintenance Guidelines

Maintain attic ventilation: Building codes require attic ventilation to minimize accumulation of moisture. Attic ventilation occurs through vents in the soffit (the underside of the overhangs) and ridge vents. Under extreme weather conditions, driving rain or snow sometimes enters the attic through these vents.

Follow these habits: Your daily habits can help keep your home well ventilated:

- Do not cover or interfere in any way with the fresh air supply to your furnace.
- Develop the habit of running the bath fans when in use.
- Air your house by opening windows for a time when weather permits.

Reduce condensation: Proper ventilation will prevent excessive moisture from forming on the inside of the windows. This helps reduce cleaning chores considerably.

11.55 — Windows, Screens, and Sliding Glass Doors

Homeowner Use and Maintenance Guidelines

Clean correctly: Clean surfaces with warm, clear water. **Do not use powdered cleaner.** Clean glass as needed with vinegar and water or a commercial glass cleaner.

Control humidity to control condensation: Condensation on interior surfaces of the window and frame is the result of high humidity within the home and low outside temperatures. Your family's lifestyle controls the humidity level within your home. If your home includes a humidifier, closely observe the manufacturer's directions for its use and check section 11.38, Humidifier, of this manual for other tips.

Fixing sticks: Most sliding windows (both vertical and horizontal) are designed for a 10-pound pull. If sticking occurs or excessive pressure is required to open or close a window, apply a silicone lubricant. This is available at hardware stores. Avoid petroleum-based products.

Use professional re-glazing: Contact the manufacturer for re-glazing of any windows that break. Glass is difficult to install without special tools.

11.56 — Wood Trim

Shrinkage of wood trim occurs during the first two years or longer, depending on temperature and humidity. All lumber is more vulnerable to shrinkage during the heating season. Maintaining a moderate and stable temperature helps to minimize the effects of shrinkage. Wood will shrink less lengthwise than across the grain. Wood shrinkage can result in separation at joints of trim pieces. Minor imperfections in wood materials will be visible. This can usually be corrected with caulking and touch-up paint.

Homeowner Use and Maintenance Guidelines

Restoring wall trim: Shrinkage may cause a piece of trim to pull away from the wall. If this occurs, drive in another nail close to, but not exactly in, the existing nail hole. Fill the old nail hole with putty and touch up with paint as needed.

Repair base shoe: If the base shoe (small trim between base molding and the floor) appears to be lifting from the

floor. Again, you can correct this condition by removing the old nails and renailing.

Time your repairs: You may prefer to wait until after the first heating season to make any needed repairs at one time when redecorating.

Expect raised grain: Because of the effects of weather on natural wood, you should expect raised grain to develop. This is normal and not a defect in the wood or paint.

