



# Warranty Service

## Contacting Warranty Service

Email - [warrantyservice@eya.com](mailto:warrantyservice@eya.com)

Website – [www.eya.com](http://www.eya.com) – click on “Homeowner Resources”, then select the “Service Requests” link on the left side.

Mail: EYA Warranty Service

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Bethesda, MD 20814

Phone – 301-634-8700

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Please remember that warranty service requests must be in writing.

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## 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.

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.



**TIMING  
ALERT**

## 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 dry-wall 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.