

N&B Homes Warranty

Cover Letter

Dear New N&B Homes Homeowner,

Thank you for purchasing a home from N&B Homes. We are confident that it will be a continuous source of pleasure for you and your family. On behalf of everyone at N&B Homes, we extend our best wishes to you for many years of happiness in your new neighborhood.

We are excited to provide you with the very best in new home value through a combination of family-friendly neighborhoods, compelling product design and a commitment to building a high-quality home. N&B Homes is proud of the quality construction we put into every new home and we want you, our customer, to feel that too.

Your new home is covered by a limited one-year warranty provided by N&B Homes and a ten-year structural warranty provided by Home of Texas. Information on these warranties is provided in this New Homebuyer's Guide.

Please take time to read this manual thoroughly, as it contains important information for your new home. If you need clarification or additional details about any of the topics discussed, please call our warranty department.

We are delighted to welcome you as part of the N&B Homes family and are always ready to serve you. As the opportunity presents itself, we would greatly appreciate you recommending us to your family and friends.

Congratulations and Welcome Home!

Robbie Christie

N&B Homes

Warranty Procedures

N&B Homes One-Year Limited Warranty

N&B Homes warrants that every N&B Homes home has been constructed with materials and workmanship of a quality that meets or exceeds industry standards.

N&B Homes warrants that your home will be free of defects for a period of one year from the date of closing your home. This warranty is limited to repairs and/or replacements that are necessary as a result of defective workmanship or materials. N&B Homes will make any necessary repairs and/or replacements under such warranty, provided that the N&B Homes Customer Service Department has received written notice of such claim within the one-year period described above.

In the first year of ownership, N&B Homes will assist you in the fitting warranty claims of your appliances. In the event you have a problem, please contact our Customer Service Department (in writing), and we will ascertain the origin of the problem. After our assessment, we will direct you on who to call (manufacturer) to correct the problem or deficiency.

Buyer's rights and N&B Homes' obligations under this warranty are limited to repair and/or replacement.

This one-year limited warranty shall NOT apply to any defects caused by, or arising from, moving into the home, climatic conditions, normal characteristics of certain building materials, expansion, contraction, moisture, humidity or any damage resulting from negligence, improper maintenance or abnormal use.

N&B Homes reserves the right to make repairs or correct any defects for which it is responsible according to the terms stipulated in this warranty at the time and in the manner deemed most advisable by the company.

As mentioned in the Conditions, Exclusions and Warranty Standards, your N&B Homes Limited Warranty does not cover repair or replacement due to negligence or improper maintenance.

N&B Homes Warranty

Ten-Year Limited Warranty

In addition to the N&B Homes Limited Warranty, your new home is also protected by a ten-year warranty issued by Home of Texas. At the closing of your new home, you will receive your Ten-Year Limited Warranty booklet. Shortly thereafter, you will receive a validation sticker in the mail to be affixed to your Ten-Year Limited Warranty booklet. If for any reason you do not receive a copy of the Ten-Year Limited Warranty at closing or the validation sticker is not mailed to you, please contact Home of Texas at (717) 561-4494.

The Ten-Year Limited Warranty provides three separate warranty coverages — certain items are covered under a one-year limited warranty and others are covered under a ten-year limited warranty. Please refer to your Ten-Year Limited Warranty booklet prior to making a warranty claim to determine if the item(s) are covered.

Please call our Customer Service Department at (806) 681-8198, if you have any questions after you have reviewed the Ten-Year Limited Warranty booklet.

How to Request Customer Service

Normal Procedures

In order to assure quality, efficient service, and so that we (and you) may maintain a complete file on your property, requests for service must be submitted in writing. To submit a request for service, please fill out completely the Customer Service Request Form or go to our web site and complete the request on-line. Please be sure to include a description of the work requested and its location in your home. For example, please indicate the room, the location in the room and a general description of the problem. If you have questions pertaining to this procedure, please call our Customer Service Department at (806) 681-8198. E-Mail your written request for service to warranty@nandbhomes.com.

In order for our service program to operate at maximum efficiency, as well as for your own convenience, we suggest that you wait sixty (60) days after closing before submitting any warranty lists. This allows you sufficient time to become settled into your new home and thoroughly examine all components. In the event you feel a part of your home is being damaged as a result of a defect, please report it to us immediately. Warranty repairs will be scheduled for completion within thirty (30) days of our receipt of your written request. Occasionally, due to circumstances beyond our control, this process may take more than thirty (30) days. Delays can be caused by shortages of materials, back ordered parts, labor problems, weather and/or scheduling conflicts.

N&B Homes Warranty

When we receive your request for service, we will make a determination whether the item is covered by the N&B Homes Limited Warranty, the Ten-Year Limited Warranty, and the manufacturer or if it is the homeowner's responsibility.

Typically, we will inspect the problem so that we have a complete understanding of the request. Appointments are available Monday through Friday from 8:00 a.m. to 5:00 p.m. Building industry standards will be used to select the materials and the workmanship practices that are employed in warranty service repairs and replacements.

We will not be responsible for expenses, including lost wages and materials, which you incur for work that is done by others. Our Customer Service Representatives do not have permission to authorize repair work done by others, and they do not have the authority to extend or alter your N&B Homes One-Year Limited Warranty or your Ten-Year Limited Warranty. We take pride in the subcontractors who have been selected by N&B Homes. If you are dissatisfied with the quality of work or the level of professionalism displayed by one of our subcontractors, please contact our Warranty Department (806) 681-8198. Your comments help us to maintain the high level of service that you deserve.

Emergency Service

Emergency situations, as defined by the limited warranty, include the following:

- Total loss of heating or air conditioning during extreme weather conditions.
- Total loss of electricity. (Check with the utility company prior to reporting this circumstance to N&B Homes or an electrician.)
- Plumbing leak that requires the entire water supply to be shut off or causes damage to the home or its contents.
- Total loss of water. (Again, check with your water company to determine if there is a general outage in your area).
- Gas leak. (Contact your utility company or a plumber if the leak is at the furnace or water heater supply lines.)
- Electrical problem that is a fire hazard or a source of danger.
- A total stoppage of the plumbing drain system (e.g., the main sewer line is clogged making it impossible to utilize the plumbing system in your home).
- Any other problem that, without immediate correction and precautionary measures, creates a potential for bodily harm that cannot be reasonably avoided.

In case of an emergency, your first step should be to protect your family from harm. Once you are sure of their safety, and if your safety will not be jeopardized, you should take steps to correct or lessen the effects of the emergency.

Damage from a water leak can be minimized by turning off the water to a particular fixture or turning off the water main to your home.

N&B Homes Warranty

In case of an emergency, please call the Customer Service Department at (806) 681-8195 Monday through Friday from 8:00 a.m. to 4:00 p.m. If after these hours, please call the applicable tradesman to assist you via your emergency vendor call list, given to you at closing. On the next business day contact the Warranty Department to inform us so we can follow up to ensure that all repairs get completed.

Do not delay in reporting an emergency. Subsequent damage caused by a delay in reporting an emergency will not be the responsibility of N&B Homes. Damage to personal property is not covered by the N&B Homes One-Year Warranty or the Ten-Year Limited Warranty.

If your situation does not fall within the emergency guidelines, please use the procedures outlined at the beginning of this section for requesting warranty service.

Troubleshooting Guide

For other problems that arise, we provide these Troubleshooting Suggestions for your convenience.

Plumbing

1. If a water main breaks or a major plumbing leak develops, turn off the main water valve. An additional shutoff is located in a ground level box near the street.
2. If you notice a leak under a sink or toilet, turn off the water by using the shutoff valves located under or behind the unit and immediately arrange for service.
3. If a toilet becomes clogged, turn off the water to the fixture. Follow the procedures outlined in the Maintenance section of this manual.
4. If you notice a leak in the tub or shower, turn off the water at the main shutoff valve and immediately arrange for service. Do not use the shower or tub until service can be provided.
5. If there is a leak in the water heater, turn the shutoff valve on top of the heater to off. Turn the gas supply off and drain the water heater.
6. If you notice water spots (darkened areas) on your walls or ceilings, you may have a water leak. Determine the source of water if possible and take steps to prevent further damage. If the leak can be traced to one location (one toilet, sink or tub), turn off the water to that fixture. Immediately contact N&B Homes Customer Service Department for service. If the leak cannot be isolated, turn off the main water service.
7. If you notice water dripping from the PVC pipe coming out of the overhand, there could be a problem with the air handler in your attic. Call for service immediately.

Electrical

If a complete power outage occurs, look to see if your neighbors have electrical power. If the power is off in your neighborhood, call the electric company to report the outage. If the outage is limited to your home, inspect all circuit breakers, including the main breaker. If a breaker appears damaged leave it off and call your electrical subcontractor. If the breakers are not damaged, turn them all off and back on again one at a time.

IMPORTANT NOTE: IF YOUR MAIN CIRCUIT BREAKER TRIPS OR IS TURNED OFF, WAIT 2-3 MINUTES BEFORE TURNING IT ON, THEN, RESTORE POWER TO THE OTHER CIRCUITS ONE BY ONE. THIS AVOIDS OVERLOADING THE SYSTEM.

If you notice sparks or smell burning, find the location of the odor or sparks. If an appliance is plugged into that outlet unplug first then inspect, check the appliance for a short in the cord or other problem. If this is not the problem, shut off the problem circuit and call the electrical subcontractor listed on your Emergency Sticker. **IMPORTANT NOTE:** Immediately call the fire department if there is any possibility of fire.

1. If there is no power in a bathroom, kitchen, garage or outside receptacle, these receptacles may be connected to a Ground Fault Interrupt (GFCI) device designed to interrupt the flow of electricity preventing electrical injury or damage. Locate the nearest GFCI outlet. If the reset button has tripped, unplug the appliance; press the reset button to restore power. If power is not restored, determine if the circuit is being overloaded. Two hair dryers or other appliances being used on one circuit could cause the breaker to trip. Defective appliances can trip a GFCI. Rarely will a GFCI be too sensitive and require replacement. Contact Customer Service if you have questions about the GFCI outlets in your home.
2. **IMPORTANT NOTE:** Do not use power tools, refrigerators, freezers or appliances in GFCI outlets. Do not plug an appliance with a separate transformer or an item with a timing device (such as an irrigation system) into GFCI outlets.
3. If there is no power to an electrical outlet, make sure all bulbs are installed properly. Adjust any tubes that are flickering or buzzing. Check wall switches and circuit breakers.

Heating and Air Conditioning

1. If the heating system is not working properly, make sure the thermostat is set to a temperature higher than the room air and the thermostat is turned to the 'heat' position. Make sure the circuit breaker is in the "on" position. If you are unable to isolate the problem, call N&B Home's Customer Service Department.

N&B Homes Warranty

- If your air conditioning unit shuts down or will not start, make sure the thermostat is set to a temperature that is cooler than the room air. Then turn the air conditioner off at the thermostat and inspect the circuit breaker. If the breaker is tripped, reset it and restore power to the unit. If the air condition does not restart, check for a bad fuse. This fuse is in the disconnect box located near the compressor.

Homeowner Maintenance Checklist

Introduction

The importance of maintaining your new home on a regular basis is directly comparable to maintaining a brand-new car. If you never change the oil or get the car tuned up, little problems will eventually become big problems.

Item	Page	Monthly Interval											
		1	2	3	4	5	6	7	8	9	10	11	12
Air Filter - HVAC System		Replace	Replace	Replace	Replace	Replace	Replace	Replace	Replace	Replace	Replace	Replace	Replace
Caulking – Exterior (entrances & windows)				Inspect						Inspect			Inspect
Caulking – Interior (wet areas)				Inspect			Inspect			Inspect			Inspect
Clothes Dryer Lint Duct & Filter							Clean						Clean
Condensation Line – HVAC System		Inspect	Inspect		Inspect		Inspect	Inspect	Inspect		Inspect		Inspect
Exterior Drainage							Inspect						Inspect
Faucet Drainage							Inspect						
Faucet Aerator				Clean			Clean			Clean			Clean
Fireplace Flue/Chimney							Inspect Clean						Inspect Clean
Front Door Finish													
Wood		Clean	Clean	Clean	Clean	Clean	Varnish	Clean	Clean	Clean	Clean	Clean	Varnish
Metal		Clean	Clean	Clean	Clean	Clean	Clean	Clean	Clean	Clean	Clean	Clean	Clean
Garage Doors				Lubricate			Lubricate			Lubricate			Lubricate
Garbage Disposal		Flush Clean	Flush Clean	Flush Clean	Flush Clean	Flush Clean	Flush Clean	Flush Clean	Flush Clean	Flush Clean	Flush Clean	Flush Clean	Flush Clean
Gutters/Downspouts							Inspect Clean						
HVAC System Check							Inspect						
Plumbing Drains				Inspect Clean			Inspect Clean						Inspect Clean
Range Hood Fan Filter			Clean		Clean		Clean		Clean		Clean		Clean

N&B Homes Warranty

Screens (doors & windows)				Inspect			Inspect Clean			Inspect			Inspect Clean
Smoke Detectors		Test	Test	Test	Test	Test	Test	Test	Test	Test	Test	Test	Test
Water Heater							Flush						Flush
Weep Holes							Inspect Clean						Inspect Clean

Similarly, your home has numerous components and equipment that require periodic maintenance. By implementing the following preventative maintenance guidelines, you can help keep the components of your home functioning properly with as few problems as possible.

This checklist is provided for your quick reference. Please reference appropriate manufacturers

Homeowner Maintenance After Move-in Checklist

Wood Decks and Fences

- Apply preservative sealer to wood surfaces following manufacturer's instructions.

Electric

- Locate the main circuit breaker in the electric panel box and show family members how to turn it off in case of emergency.

Fire Extinguisher

- Purchase a general-purpose fire extinguisher for the garage and each floor of the home, plus one small kitchen extinguisher for grease fires.
- Demonstrate proper usage to family members in case of an emergency.

Fireplace

- Purchase fireplace tools as necessary.

First Aid Kit

- Keep first aid materials and a book on first aid procedures in an accessible location.

Flooring

- Attach furniture protectors underneath furniture legs to protect hardwood, resilient, and ceramic tile floors.

Household Tools

- Acquire basic tools to help you with normal home maintenance. You will need: pliers, adjustable wrench, flat-blade and Phillips head screwdrivers, claw hammer, hand saw, tape measure, caulk and caulking gun, putty knife, paint roller and brush, power drill and bits, nails, brads, screws, nuts, bolts, sandpaper, utility knife, toilet plunger, and flashlight.

Plumbing

- Locate and label the main water line shutoff valve and show all family members how to close it in case of a plumbing emergency.

N&B Homes Warranty

Water Erosion

- After first heavy rain, check foundation for erosion and fill eroded areas.
- Ensure that splash blocks are correctly positioned to divert rainwater away from the home.

Homeowner Maintenance Monthly Checklist

Air Conditioning and Heating

- Check air filters and clean or replace as necessary.
- Vacuum air supply and air return registers to remove dust and lint.

Fire Extinguishers

- Check fire extinguishers to ensure that they are fully charged.

Garbage Disposal

- Clean disposal blades by grinding up ice cubes.
- Freshen it with baking soda and by grinding up citrus fruit rinds.

Interior Caulking

- Check for cracks or separations around sinks, bathtubs, toilets, faucets, countertops and backsplashes, ceramic walls, resilient and ceramic floors, windowsills, and any other areas originally caulked by your builder.
- To repair these areas, use an appropriate caulking compound and follow the caulking instructions per manufacturer

Range Hood Fan

- Clean or replace dirty filter.

Roofing

- Check gutters and valleys, and clean off any leaves or debris buildup.

Smoke Detector

- Test smoke detectors.
- Vacuum air supply and air return registers to remove dust and lint.

Homeowner Maintenance Every Six Months Checklist

Cabinets

- Clean and apply a light coat of furniture wax or lemon oil.

Doors

- Check screws on door lockset, hardware and tighten as necessary.
- Lubricate bi-fold and by-pass doors as necessary.
- Clean sliding door tracks and apply silicone spray to tracks as necessary.
- Oil moving parts of garage door.

Electric

- Test and reset all Ground Fault Circuit Interrupter (GFCI) receptacles.
- Check electrical extension and appliance cords.
- Replace frayed or split cords.

Exterior Finishes

- Check for cracks and voids in exterior caulking and re-caulk as necessary.
- Check exterior painted surfaces for wear and deterioration.

Plumbing

- Check for leaks on water supply lines and valves to sinks and toilets.
- Check out faucet aerators, spray nozzles and drains.
- Check pipes and drains for water leakage.
- Remove water heater residue following instructions in the Plumbing Section of the manual.

Foundation

- Check foundation for settlement, ponding or potential drainage problems.

Windows

- Check sills for caulking cracks or separations and re-caulk as necessary.
- Check weather-stripping around windows and repair as necessary.
- Check windows for smooth opening and closing operation.
- Clean tracks and lubricate as necessary.
- Inspect window screens and repair or replace as necessary.

N&B Homes Warranty

Homeowner Maintenance Annual Checklist

Attic

- Check attic insulation and move insulation back to its original location if there are voids on the attic floor.

Cabinets

- Check drawers and hinges for proper alignment.
- Tighten and adjust as necessary.

Concrete

- Check attic insulation and move insulation back to its original location if there are voids on the attic floor.

Doors

- Check and repair or replace weather-stripping on exterior doors as necessary.
- Check and tighten door hardware and lubricate as necessary.
- Tighten all bolts on garage door.

Roofing

- Have a contractor check the roof for any loose shingles (due to extreme weather conditions) and gaps or breaks in caulking around vents to prevent water infiltration.

Windows

- Check and repair or replace weather-stripping on exterior doors as necessary.

Notice Regarding Expansive Soils

Soils conditions vary greatly throughout all of the different cities, towns, areas and communities located in and around Texas. Some areas, such as that where the subject home is, have expansive soils. Cracks appear in all foundations to a varying degree as a result of the concrete curing process and the movement of the slab caused by seasonal moisture changes in the soil adjacent to the foundation. It is important for you, as a homeowner, to keep consistent moisture levels around the foundation and the soil beneath it. To do this, industry standards suggest some or all of the following maintenance procedures should be followed.

- Check the ground around the foundation during rains or after watering the yard; no puddles should exist for more than forty-eight (48) hours. Fill in low spots with dirt so that water drains away from your home.
- Keep downspout extensions and splash-blocks, if provided, in place. If not provided, install them and be sure that they stay in place.
- Keep your home gutters and downspouts clean and in good repair. Overflows can result in damage to your home.
- Do not change the grade of the soil around your foundation by building planters, raised beds, or other blocking construction which changes the drainage around the house.
- Be certain that all paving or patio slabs abutting your home slope away from the foundation. Check seasonally that they remain that way.
- Be cautious in your planting of trees, shrubs and plants. Trees, in particular, can cause foundation problems if they are too close to the house.
- Do not water your foundation. Water your yard as needed to maintain a proper moisture level in the soil adjacent to the foundation.
- Do not allow water or sewer leaks of any type to continue. Check often for those kinds of problems.
- Maintain adequate drainage around the perimeter of your home at all times.

THE FOREGOING LIST CONSTITUTES NOTHING MORE THAN SUGGESTIONS TO KEEP IN MIND WITH RESPECT TO YOUR NEW HOME, AND IS NOT A WARRANTY, REPRESENTATION, OR ADVICE FROM BUILDER OF ANY KIND WITH RESPECT TO ANY OF THE ABOVE MATTERS. BUILDER RECOMMENDS STRONGLY THAT YOU ENGAGE APPROPRIATE AND COMPETENT PROFESSIONALS TO CONSULT WITH YOU REGARDING ALL OF THE ABOVE MATTERS.

N&B Homes Warranty

Addendum to Purchase Agreement

This Addendum to Purchase Agreement applies to the property located at _____ in the City of _____, Texas _____.

Purchaser has reviewed and understands the Ten-Year, limited warranty administered by HOME of Texas and the expansive soils notice. Validation of the Warranty is not guaranteed, but is conditional on the satisfactory completion of any required inspections, upon Seller’s compliance with all of HOME’S enrollment procedures, and upon Seller’s remaining in good standing in the HOME program. Purchaser understands and agrees that if the above warranty is validated, it is provided by the Seller in lieu of all other warranties, verbal agreements or representations to the extent permitted by law; and Seller makes no warranty, express or implied, as to quality, fitness for a particular purpose, merchantability or otherwise, except as is expressly set forth in-the program or as required by law. PURCHASER UNDERSTANDS AND AGREES THE WARRANTIES OF ALL APPLIANCES AND OTHER CONSUMER PRODUCTS INSTALLED IN THE HOME ARE THOSE OF THE MANUFACTURER OR SUPPLIER AND SAME ARE ASSIGNED TO PURCHASER, EFFECTIVE ON THE DATE OF CLOSING. In any event, Seller shall not be liable for any personal injury or other consequential or secondary damages and / or losses, which may arise from or out of any and all defects. Except for purchases of FHA or VA financed homes, Purchaser acknowledges and understands that the Warranty Includes a provision requiring that any disputes arising under the Warranty is subject to binding arbitration.

Plants, trees, shrubs, and lawn sod or hydromulch are not covered by any warranty and are the homeowner’s sole responsibility to maintain.

**Walls will be insulated with 3 1/2" netted and blown – R15
Ceilings in living areas will be blown with a 17 1/2" thick insulation – R48**

When scheduling the closing time for your new home, **please remember that it is upon closing and funding of your loan that you will receive the keys to your home.** Due to policies of the bank that we work with, we are unable to release keys to any homeowners until the bank for N&B Properties, Inc. has received confirmation that the loan has been funded.

Once the papers are signed at the title company, it may take a loan company up to 24 hours to fund the loan. Please schedule your closing to allow the appropriate time for the loan to be funded before scheduling movers or time off from work to move in. Please be assured that it is our desire to get you and your family into your new home, as quickly as possible.

Remember to have the electricity and water changed from N&B Properties into your name before closing on your home. It is your responsibility to notify your utility providers to have the billing transferred from N&B Properties, Inc. **In order to receive the keys to your new home, please confirm that you have had your utilities transferred into your name by emailing your account numbers to warranty@nandbhomes.com.**

IN WITNESS WHEREOF, the acceptance of the conditions stated in this Addendum to Purchase Agreement, and the approval by both parties is given as evidence by the signatures hereto.

Date: _____ By: _____ N&B Properties, Inc. (Seller)
Date: _____ By: _____ (Purchaser)
Date: _____ By: _____ (Purchaser)

N&B Homes Warranty

Request for Service – Sixty Days

Complete steps 1-6

- 1. Closing Date: _____
- 2. E-Mail to/Fax to:

N&B Homes, Attn: Customer Service Department
142011 I-27, Amarillo, TX 79118
E-mail: warranty@nandbhomes.com
Fax: (806) 622-9658

- 3. Contact Information

Customer Name:	Home Phone:
Address:	Work Phone:
Community:	Cell Phone:
City & Zip:	Email Address:

NOTE TO HOMEOWNER: N&B Homes Customer Service Department is available via phone Monday – Friday at (806) 681-8198 from 8:00am to 5:00pm (excluding holidays). **Please submit this request ONLY when you are available to provide access.** Thank you.

- 4. Warranty Items of Concern

#	Description

- 5. Homeowner Signature: _____
- 6. Today's Date: _____

Request for Service – Eleven Months

Complete steps 1-6

1. Closing Date: _____
2. E-Mail to/Fax to:

N&B Homes, Attn: Customer Service Department
142011 I-27, Amarillo, TX 79118
E-Mail: warranty@nandbhomes.com
Fax: (806) 622-9658

3. Contact Information

Customer Name:	Home Phone:
Address:	Work Phone:
Community:	Cell Phone:
City & Zip:	Email Address:

NOTE TO HOMEOWNER: N&B Homes Customer Service Department is available via phone Monday – Friday at (806) 681-8198 from 8:00am to 5:00pm (excluding holidays). **Please submit this request ONLY when you are available to provide access.** Thank you.

4. Warranty Items of Concern

#	Description

5. Homeowner Signature: _____
6. Today's Date: _____

N&B Homes Warranty

Suggested Care and Maintenance of Your Home

Your home has been constructed with quality materials and the labor of experienced craftsmen. Prior to our using any material, it must meet our specifications for quality and durability. All work is done under our supervision to attain the best possible results.

A home is one of the last hand-built products left in the world. Homebuilding is part art, part science and part hard labor. No two homes, even of the same plan, will be constructed exactly alike. Once the natural and man-made materials have been assembled, the components interact with each other and the environment. Although quality materials and workmanship have been used in your home, this does not mean that it will be free from care and maintenance. A home, like an automobile, requires care and regular maintenance. This is essential to providing a quality home for a lifetime.

We are proud of the product we build and the neighborhoods in which we build. We strive to create long lasting value. This cannot be achieved unless you, as the homeowner, properly maintain your home and all of its components. Periodic maintenance is necessary because of a number of factors such as normal wear and tear, the inherent characteristics of the materials used in your home, and normal service required by the mechanical systems. Natural fluctuations in temperature and humidity can also impact your home.

Often a minor adjustment or repair done immediately by you saves a more serious time consuming and sometimes costly repair later. Note also that negligence of routine maintenance can void applicable limited warranty coverage on all or part of your home.

We recognize that it is impossible to anticipate and describe every attention that may be needed for good home care; however, we have covered many important details. The subjects covered include components of homes we build, listed in alphabetical order. Each topic includes suggestions for use and care. Some components may be discussed here which are not present in your home.

Please take time to read the literature provided by the manufacturers of consumer products and other items in your home. Although much of the information may be familiar to you, some points may be significantly different from homes you have owned in the past. The information contained in that material is not repeated here.

We make every effort to keep our information current and accurate. However, if any detail in our discussion conflicts with the manufacturer's recommendations, the manufacturer's recommendations should be followed. **Activate specific manufacturer warranties by going online and filling out the forms. In some cases, manufacturer warranties may extend beyond the first year; it is in your best interest to be familiar with such coverage.** By caring for your home attentively, you insure your enjoyment of it for years to come. The attention provided by each homeowner contributes significantly to the overall desirability of the community.

While we strive to build a defect free home, we are realistic enough to know that we may make mistakes or that something in the home may not perform as intended. When either occurs, we will make the

N&B Homes Warranty

necessary corrections. In support of this commitment, N&B Homes provides you with a one-year limited warranty.

You will receive the Ten-Year Limited Warranty booklet at the closing of your new home and your validation sticker will arrive shortly thereafter by mail. We suggest that you carefully read through this information as well as the service procedures that are discussed in this section of your manual. If you have any questions regarding the standards or procedures, please contact our office at (806) 681-8198.

For your protection, for accuracy, and for efficient operation of our service activities, non-emergency items must be reported in writing. We do not accept reports for routine warranty items over the phone.

Air Conditioning

Since the air conditioning is combined with the heating system, the maintenance suggested for your furnace should be followed. In addition, the manufacturer's maintenance suggestions should be reviewed and followed.

Air conditioning can add much to the comfort of your home, but it can be used improperly or inefficiently, resulting in wasted energy and frustrations. These hints and suggestions are provided to help you maximize your air conditioning system.

Whole House System

To fully and efficiently utilize your air conditioning system, you must understand that it is a total, whole-house system. The air conditioner unit is the mechanism in your home that produces cooler air. The air conditioning system involves everything inside your home including, for example, drapes and windows.

Closed System

Your home air conditioning is a closed system, which means that the interior air is continually recycled and cooled until the desired air temperature is reached. Warm outside air disrupts the system and makes cooling impossible. Therefore, you should keep all windows closed. The heat from the sun shining in through windows with open drapes is intense enough to overcome the cooling effect of the air conditioning unit. For best results, close the drapes on these windows. Your air conditioning design also contemplates that all interior doors should remain open for air circulation.

Time

Time is of paramount importance in your expectations of an air conditioning system. Unlike a light bulb which reacts instantly when you turn on a switch, the air conditioning unit only begins a process when you set a thermostat.

N&B Homes Warranty

For example, if you come home at 6:00 p.m. on a day when the temperature has reached 90, and then set your thermostat to 75°, the air conditioning unit will begin cooling, but will take much longer to reach the desired temperature. During the entire day, the sun has been heating not only the air in the home, but the walls, the carpet and the furniture.

At 6:00 p.m. the air conditioning units 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.

Evening Cooling

If evening cooling is your primary goal, set the thermostat at a moderate temperature in the morning while the house is cooler, allowing the system to maintain the cooler temperature throughout the day.

The temperature setting may then be lowered slightly when you arrive home, with better results. Setting the thermostat at 60° will not cool the home any faster and can result in the unit “freezing up” and not performing at all. Extended usage under these conditions can damage the unit.

Adjust Vents

You will find it advantageous to adjust the cooling vents to maximize air flow to occupied parts of the home. Likewise, when the seasons change, it will probably be necessary to re-adjust them for comfortable heating.

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.

Homeowner General Maintenance

The following suggestions are intended to assist you in getting the maximum usage and enjoyment from your heating and air conditioning system. We recommend that air filters be changed every thirty (30) days or as needed. In areas with heavy dust, more frequent changes may be in order. Fresh filters can significantly reduce operating costs and will prolong the life of your system. **You must place all panels back securely in their place or the system will not operate properly or not at all.**

While using your air conditioning system, every sixty (60) days pour one cup of bleach down the condensate line to kill any algae that may grow on the inside of the drain line. This keeps the condensate line free from obstruction and minimizes the chances of it backing into your home.

N&B Homes recommends an inspection by a heating professional every year. Check the operation of your system well in advance of peak operating seasons. Notify the appropriate subcontractor of problems before seasonal service demands are the greatest.

N&B Homes Warranty

Keep all vents and registers clean and free of dust, cobwebs and debris. Keep plants and grass trimmed well away from the outdoor unit and also from the opening end of the condensation line extending from the exterior of your home.

If any panels on the face of your furnace unit are removed for any reason, be sure they are securely and correctly returned to their proper positions; otherwise the system will not properly function.

Non-emergency

Lack of air conditioning service is not an emergency unless we are experiencing extreme weather conditions. Problems will be handled by the heating and air conditioning contractor in the order received.

Freon or Coolant

The outside temperature must be 70° or higher for Freon or coolant to be added to the system.

Service Calls

All questions and requests for warranty service on you heating and air conditioning system should be directed to our Warranty Department at (806) 681-8198. Even after your N&B Homes Limited Warranty expires, we suggest that you continue to contact your original contractor, who will have the plans and specifications necessary to address your service needs.

Compressor

It is important to maintain the air conditioning compressor in a level condition. Failure to do so may cause the unit to malfunction.

Insufficient Cooling

Please refer to the Conditions* Exclusions and Warranty Standards set forth in your Ten Year Limited Warranty booklet.

Appliances

Read and follow all manufacturer requirements for each appliance in your home.

Manufacturer Service

If a problem arises with an appliance after the one year limited warranty period with N&B Homes, call the customer service number listed in the manufacturer's warranty booklet. When reporting warranty items to the appliance manufacturer, be prepared to supply the date of purchase.

N&B Homes Warranty

(closing date), the serial number and model number (found on a metal plate on the side or bottom of each appliance), and a description of the problem.

Registration

Fill out forms found on each manufacturer's website.

Warranties

All appliance warranties are assigned to you at the closing. The appliances are warranted directly to you in accordance with the terms and conditions of the written warranties supplied by their manufacturers.

Attic Access

The attic space is not intended for storage (excessive weight could jeopardize the integrity of the trusses and void your warranty). Access is provided for purposes of maintaining mechanical equipment that may traverse the attic space. When performing any needed tasks in the attic, caution should be used not to step off wooden members onto the drywall. This can result in personal injury and/or damage to the ceiling below. Such injury or damage is not covered by your limited warranty.

Brick

Brick is one of the most durable and lowest maintenance finishes for a home's exterior.

Tuck-pointing

After several years, face brick may require tuck-pointing (repairing the mortar between the bricks). Otherwise, no regular maintenance is required.

Weep Holes

You may notice small holes in the mortar along the lower row of bricks or over the door and window openings. This allows moisture to escape if any has accumulated behind the brick. Do not fill these weep holes or permit landscaping materials to cover them.

Settlement Cracks

Settlement cracks are common and should be expected within certain tolerances in bricks and mortar joints.

Color Variations

If any repairs or changes are made to your brick, variations in the color of the brick and/or mortar may result.

N&B Homes Warranty

Cabinets

Cleaning

Products such as lemon oil, Liquid Gold, Old English Furniture Polish and Scratch Cover are suggested for caring for wood finish cabinets. Follow container directions. Use such products a maximum of once a month so as to avoid excessive build-up. Stay away using from paraffin-based spray waxes or washing cabinets with water as both of these items will damage the luster of the finish.

Hinges

If hinges catch or drawer glides become sluggish, a small amount of silicone lubricant will improve their performance.

Moisture

Damage to cabinet surfaces and warping can be caused by operating appliances that generate large amounts of moisture — such as a crock pot. When operating such appliances, place them in a location that is not directly under a cabinet. While cooking food on your stove, be sure to turn on the vent hood.

Separations

Gaps which develop between cabinets and the ceiling, or cabinets and walls, are normal and may be corrected by caulking (and paint touch up, if applicable).

Warping

Exposure to extreme temperature, humidity changes, or moisture may cause warping of cabinet doors and drawer fronts.

Wood Grain and Knots

Readily noticeable variations in wood grain and color are expected and are normal in all style selections. Knotty alder will have small 1/4" closed knots to large 2" open knots and appear sporadically throughout cabinetry and cabinet components.

Carbon Monoxide Monitors

Homeowner Use and Maintenance Guidelines

Carbon monoxide is a poisonous gas produced by incomplete combustion of fossil fuels such as natural gas or propane. Carbon monoxide has no color, taste or ODOR.

N&B Homes Warranty

Carbon Monoxide Alarm

A carbon monoxide alarm measures the carbon monoxide levels in the air. It will alarm if the carbon monoxide levels rise quickly, or if carbon monoxide is consistently present.

The carbon monoxide alarm in your N&B Home features a permanently installed sensor hardwired with a 9-volt battery backup, your carbon monoxide alarm flashes a green light about twice a minute when the device is receiving battery power.

To avoid carbon monoxide poisoning in your home follow these suggestions from the National Safety Council:

- Because carbon monoxide is a product of combustion, every time a fuel appliance is activated carbon monoxide is produced. Remember to keep fresh air circulation in your house: open a vent or window to eliminate toxic fumes. All fuel combustion appliances should be vented directly outdoors.
- Have your heating system checked each fall before cold weather arrives to make sure it's operating efficiently and that all vents, pipes, flues and chimneys are unclogged and tight. Have your stoves, fireplace and water heater checked as well.
- Don't close your fireplace damper until you are certain the fire is out. If smoke enters the room your chimney may be causing a reverse flow. N&B Homes provides an outside air vent to all fireplaces to help prevent this. Open a window. Have the chimney cleaned and inspected annually.

Carpet

Cleaning

Refer to the manufacturer's recommendations for additional information on the care of all floor covering products. Color selection sheets provide a record of the brand, style and color of floor coverings in your home. Please retain this information for future reference.

One can add years to the life of carpeting with regular care. A carpet wears out because of foot traffic and dirt particles that become trampled deep into the pile beyond the suction of the vacuum.

The dirt particles abrade the fibers like sandpaper and dull the carpet. The most important thing you can do to protect your carpet is to vacuum it frequently. Vacuum twice each week lightly and once a week thoroughly. Heavy traffic areas may require more frequent cleaning. A light vacuuming is three passes; a thorough job may need seven passes. A vacuum cleaner with a beater-bar agitates the pile and is more effective in bringing dirt to the surface for easy removal.

Vacuuming high traffic areas daily helps to keep them clean and helps to maintain the upright position of the carpet nap. Wipe spills and clean stains immediately. For best results, blot or dab the spill or stain; avoid rubbing it. Test stain removers first on an "out of the way" area of the

N&B Homes Warranty

carpet, such as a closet, to check for any undesirable effects. Professional cleaning should be performed regularly.

Some problem conditions that may occur with your new carpet and our suggested remedies are presented below:

- **Burns.** Take care of any kind of burn immediately. First nip off the darkened fibers then use soapless cleaner and sponge with water. If the burn is extensive, talk with a professional about replacing the damaged area.
- **Candle Ash.** Burning scented candles or oil lamps produces ash that gets distributed throughout your home by the central A/C Heating system. This is especially noticeable on light colored carpet when furniture is moved.
- **Carpet Seams.** Carpet seams will be visible. Edges of carpet along moldings and edges of stairs should be held firmly in place. In some areas, metal or other edging material may be used where carpet meets another floor covering.
- **Crushing.** 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.
- **Fading.** Science has yet to develop a color that will not fade with time. All carpets will slowly lose some 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 temperature from getting too high, and reducing sunlight exposure with window coverings.
- **Filtration.** If interior doors are kept closed while 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 particle pollution. Over time a noticeable stain develops at the threshold.
- **Fuzzing.** In loop carpets, fibers may break. Simply clip the excess fibers. If it continues, call a professional.
- **Pilling.** Pills or small balls of fiber can appear on the 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.
- **Rippling.** 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.
- **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 seam 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 of how carpet seams diminish after they have been vacuumed and have experienced traffic in the model homes.

N&B Homes Warranty

- **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 and lighter in these areas. A good vacuuming, which makes the pile all go in the same direction, provides a temporary remedy.
- **Shedding.** 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. You should check your vacuum cleaner bags frequently in the first few months after moving in.
- **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.
- **Sprouting.** 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.
- **Stains.** 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 India ink. Some substances destroy or change the color of carpet, 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.

Caulking

Time and weather will shrink caulking and dry it out so that it no longer provides a good seal against moisture and air infiltration. As a matter of routine maintenance, check the caulking and make repairs as needed. Caulking compounds and dispenser guns are available at hardware stores. Re-caulking is a routine homeowner maintenance item.

Latex Caulk

Latex caulk is appropriate for an area that requires painting (along the stair stringer or where a countertop backsplash meets the wall).

Silicone Caulk

Caulking that contains silicone will not accept paint but works best where water is present (e.g., where the tub meets the tile or a sink meets the countertop).

Wet Areas

Homeowner maintenance of caulking around tubs and showers (especially at joints with protective wall coverings such as tile or marble panels) is absolutely necessary to prevent damage to wood and other materials behind and below these wet areas.

Ceramic Tile

Cleaning

The ceramic tile installed on walls or countertops in your home may be washed with any non-abrasive soap or detergent; abrasive cleansers will dull the finish. Ceramic tile floors are one of the easiest floor coverings to maintain. Simply vacuum as needed. Occasionally 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 dishwashing liquid. Rinse thoroughly.

Grout Discoloration

Grout that becomes yellowed or stained can be cleaned with a fiber brush, cleanser and water. Grout cleansers and whiteners are available at most hardware stores. Also, be careful what you use to clean the flooring; it may have a tendency to stain the grout since it is not sealed.

Separations

Expect slight separations to occur in the grout between tiles. These slight separations in the grout are commonly due to normal shrinkage conditions. This grout is for decorative purposes only; it does not hold the tile in place. Cracks in the grout can be filled by using “tub caulk” or premixed grout that can be purchased from flooring or hardware stores. Follow package directions. This maintenance is important to protect the underlying surface from water damage.

Sealing Grout

Sealing grout is a homeowner’s decision. Once sealed, ongoing homeowner maintenance of that seal will be necessary. Please be aware that sealing grout will void the warranty coverage on such grout.

Concrete

Foundation

The foundation of your home has been designed and installed in accordance with the recommendations of our consulting engineer. The walls of the foundation are poured concrete with steel reinforcing rods. Even though the foundation has been designed by an engineer and constructed in accordance with engineering requirements, cracks can still develop in the wall. Unless there is water seepage coming through such a crack, it is most likely a surface crack and

N&B Homes Warranty

will not be detrimental to the structural integrity of your home. If a crack develops in a foundation wall that allows water to seep through, please submit a Customer Service Request Form.

By maintaining good drainage, your home's foundation is protected as well as the concrete flatwork (e.g., porch, patio, driveway, sidewalks, entry walks, etc.).

Flatwork

To properly care for your exterior concrete, always be aware of areas where water is collecting and fill these in. Do not allow downspouts to drain in such a way that the water can get under the concrete.

Cracks

Although we use accepted construction procedures for the installation of concrete flatwork, this does not guarantee there will be no cracking. Due to normal expansion and contraction, some cracking in concrete occurs in almost all homes. Cracks do not mean that your foundation or flatwork is not operating properly. Some cracks are not covered by the limited homeowner warranty. When cracks are covered, the repair provided is sealing the crack. Concrete is not replaced due to cracking.

By maintaining good drainage away from your home, you are protecting your home's foundation. Maintenance of drainage away from all concrete slabs will minimize cracking and other forms of movement

Expansion Joints

Expansion joints have been used to help control expansion; however, concrete is also susceptible to shrinking. If the concrete shrinks, moisture can penetrate underneath the concrete and lift the expansion joint. If this occurs, the gap can be filled with a gray silicone sealant, which can be purchased at most hardware stores.

Heavy Vehicles

Do not permit heavy vehicles (e.g., moving vans, concrete trucks, etc.) to drive on your concrete work. This concrete is not intended to bear the weight of these types of vehicles.

Spalling

Repeated hosing of concrete for cleaning animal urine, radiator overflow, fertilizer, ice melting agents and/or road salts are some of the causes of spalling (e.g., chipping or flaking). N&B Homes is not responsible for the repair of spalling.

Cleaning of the garage floor by hosing can also cause settling and increase soil movement by allowing water to penetrate any existing cracks. N&B Homes will not be responsible for repairs needed due to such action.

N&B Homes Warranty

Sweeping and Cleaning

Do not wash patios, porches, drives, etc. with cold water from an outside faucet when temperatures are extremely high and the hot sun has been shining on the concrete. The abrupt change in temperature can damage the surface bond of the concrete. Sweeping is the recommended method of keeping exterior concrete clean. If washing is necessary, do this when temperatures are moderate.

Settling or Heaving

Excessive settling or heaving (over one inch) should be reported in writing so that an inspection can be made. Please refer to your warranties to determine coverage.

Concrete Flatwork

Concrete flatwork is in essence a “floating slab” — it is not attached to your home’s foundation. The concrete flatwork is not a structural (load bearing) element of your home and is not covered by warranties covering your home’s foundation. Concrete flatwork will move due to expansion/contraction of soils on which it rests; cracks in such flatwork are normal.

Condensation

Condensation on interior surfaces of the windows and frames is normal and results from high humidity within the home and low outside temperatures and inadequate ventilation. These conditions are significantly influenced by family lifestyle. If your home includes a humidifier, closely observe manufacturer’s directions, especially during periods of cooler temperatures. **Damage to the home’s components, due to condensation moisture, is not covered by warranty.**

Countertops

N&B Limited Warranty Guidelines

During the introduction to your home we confirm that all countertops are in acceptable condition. We repair noticeable surface damage such as chips, cracks, and scratches noted on the introductory list. Repair surface damage that occurs during or after your move-in is one of your home maintenance responsibilities.

Always use a cutting board when cutting, chopping, etc. Protect the countertops from heat and extremely hot pans: if you cannot put your hand on it, do not put it on the countertop. Do not use countertops as ironing boards and keep cigarettes in an ashtray.

Caulking

The caulking between the countertop and the wall, along the joint at the backsplash and around the sink may shrink, leaving a slight gap. Maintaining a good seal in these locations is important

N&B Homes Warranty

to keep moisture from reaching the wood under the laminates and prevent warping. Refer to the "Caulking" section for maintenance hints for this condition.

Granite

Cleaning and sealing recommendations: Your stone countertops are very easy to clean. Common household products -will keep your stone looking beautiful for a long time.

- Recommended cleaners: Soapy water; Windex; diluted job master; any nonabrasive cleaner. Use fine steel wool #000 to remove any water or hard food residue.
- Recommended sealer: StoneTech Bulletproof or equivalent
- Do keep sharp objects, harsh chemical cleaners, scourers and acidic substances such as fruit juices, wine spirits, etc., from granite as these will damage the surface.
- Don't bring utensils and other heavy objects down onto your granite with force, particularly on its edges as this can cause fracturing or chopping.
- Don't place hot utensils directly onto the surface in order to protect the surface. Efforts to prevent staining and assist cleaning should be employed. If you take good care of granite it could last a lifetime.

Separation from Wall

Separation of countertops from walls backsplash, and around sinks results from normal shrinkage of materials. Caulking will be your home maintenance responsibility.

Standing Water

Never allow liquids to stand on any countertop, particularly at any seam or caulked areas as this can cause damage to underlying materials.

Maintenance for Hydro Jet Tub

Before turning the pump on, ensure that the water level is at least two (2) inches above the highest jet. Early activation can cause the pump to burn out and invalidate warranty.

When adding scent, bubble bath or other products, which produce bubbles, use only half the amount recommended on the package, as the action of the water will magnify the bubbles.

Every six (6) months to a year, you may desire to clean out the plumbing of your whirlpool to remove accumulated soaps and oils. Fill the tub with hot water only and add four (4) scoops of dishwasher detergent such as "Cascade". Run the whirlpool for thirty (30) minutes. Drain the tub and refill with cold water only and run the whirlpool for twenty (20) minutes. Drain and enjoy your whirlpool for another year.

N&B Homes Warranty

Doors and Locks

The doors installed in your home are wood products subject to the natural characteristics of wood such as shrinkage and warpage. Due to natural fluctuations of humidity and the use of forced air furnaces, showers, and dishwashers, and so on, interior doors may require minor adjustments. Putty, filler, or latex caulk can be used to fill any minor separations that develop at mitered joints in door trim. Follow this with painting.

Door Adjustments

Due to normal settling of the home, doors may require minor adjustments for proper fit. Panels on wood doors will normally expand or shrink due to changes in humidity and temperature. It is a homeowner's responsibility to touch up paint or stain on unfinished areas resulting from such expansion or contraction.

Exterior Finish

To insure longer life for your exterior doors, plan to refinish them at least once a year. Stained exterior doors with clear finishes tend to weather faster than a painted door. Treat the finish with a wood preserver (such as Old English) quarterly to preserve the varnish and prevent the door from drying and cracking. Reseal the stained exterior doors whenever the finish begins cracking or crazing.

Failure to Latch

If a door will not latch due to minor settling, this can be corrected by making a new opening in the jamb for the latch plate (re-mortising) and raising or lowering the plate accordingly.

Hinges

A squeaky door hinge can be remedied by removing the hinge pin and applying a silicone lubricant. Do not use oil as it can gum up; graphite works 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 himself/herself in a room. The top edge of the door casing is often used as a place to keep the key. Some types of privacy locks can be opened with a small screw driver or similarly shaped device.

Locks

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

N&B Homes Warranty

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 can work hardware loose and cause the door to sag.

Sticking

The most common cause of a sticking door is the natural expansion of lumber due to changes in humidity. When sticking is due to swelling during a damp season, do not plane the door unless it continues to stick after the weather changes. Use sandpaper to smooth the door. Be certain to repaint the area of the door where it was sanded to seal against moisture. Before planning a door due to sticking, try two other steps — first, apply either a paste wax, light coat of paraffin, or candle wax to the sticking surface; or second, tighten the screws that hold the door jamb or door frame.

Warping

If a door warps, keep it closed as much as possible; this often helps return it to normal.

Weather Stripping

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

Drywall

Slight cracking, nail “pops” or seams may become visible in walls and ceilings. These are caused by the normal shrinkage of the wood and normal deflection of rafters to which the drywall is attached.

Repairs

Most drywall repairs can be easily made. This work is best done when the room is to be redecorated. To correct a nail pop, reset the nail with a hammer and punch. Cover it with spackle, which is available at paint and hardware stores. Apply two or three thin coats. When it is dry, sand the surface with fine grain sandpaper, texture and re-paint. Indentations caused by sharp objects can be filled with spackle in the same manner. Hairline cracks can be repaired with a coat of paint; slightly larger cracks can be repaired with spackle or caulk and repainting.

Electrical

The master control panel located by the electric meter contains the electrical breakers for your home. The control panel includes a main shut-off that controls all the electrical power to the home. In addition, there is a sub panel typically in the garage with individual breakers that control

N&B Homes Warranty

the separate circuits. Be certain you are familiar with the location of the master control panel and sub panel.

Each breaker is marked to help you identify which breaker is connected to which major appliance, outlet or other service. Should a failure occur in any part of your home, always check the breakers in the panel boxes first.

Breakers

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 the tripped position to the on position will not restore service.

Outlets

If an outlet is not working, check first to see if it is one that is controlled by a wall switch or the ground fault interrupter converter (GFIC).

Breaker Tripping

Breakers will often trip due to overloads caused by plugging too many appliances into the circuit, a worn cord, a defective item or operating an appliance with too high of a voltage requirement for the circuit. The starting up of 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, an electrician is needed. If the circuit remains on, one of the items that was unplugged is defective and requires repair or replacement.

Buzzing

Fluorescent fixtures use transformer action to operate them. This action sometimes causes a “buzzing” sound.

Flickering Lights

Any flickering of an individual light other than fluorescent lights should be reported to the electrical contractor. In the event all of your lights are flickering repeatedly, please contact your local utility provider.

GFIC (Ground Fault Interrupt Converter)

GFIC receptacles have a built-in element that senses fluctuations in power. Quite simply, the GFIC is an indoor circuit breaker. Installation of these receptacles is required by building codes in the bathrooms, kitchen, outside and garage (areas where an individual can come into contact with water while holding an electrical appliance or tool). Heavy appliances such as refrigerators, freezers or power tools will trip the GFIC breaker. Do not plug a refrigerator or food freezer into a GFIC controlled outlet because it is likely that the GFIC will trip and ruin the contents.

N&B Homes Warranty

Each GFCI receptacle has a test and reset button. Once each month press the test button. This will trip the circuit. To return service, press the reset button. If a GFCI breaker trips during normal usage, it may be an indication of a faulty appliance and some investigation is in order. Please remember that one GFCI breaker can control up to three or four outlets.

Grounded System

Your electrical system is a three-wire grounded system. Never remove the bare wire that connects to the box or device.

Light Bulbs

You are responsible for replacing any burned out bulbs other than those noted on the walkthrough list.

Light Fixtures

Some fixtures have an on/off switch located on the fixture. If a hanging light fixture does not work, make sure the switch is on. If your fixture does not have a switch, reset any tripped circuit breakers. If a luminous light fixture does not work, make sure all fluorescent bulbs are installed properly. Adjust any tubes that are flickering or buzzing. Check wall switches, circuit breakers and GFCI breakers.

Modifications

Do not tamper with or add to your electrical system. Contact a licensed electrician or contact our Customer Service Department for information regarding the electrician that wired your home.

Power Surges

Power surges can result in damages to sensitive electronic equipment such as televisions, alarm systems, computer and the like. N&B Homes does not warrant against damages caused by power surges and recommends you install surge protectors (available at retail stores) for added protection.

Unused Outlets

If there are small children in your home, install safety plugs to cover unused outlets. This also minimizes air infiltration that can sometimes occur with these outlets. Teach children never to touch electrical outlets, sockets or fixtures.

N&B Homes Warranty

Underground Cables

In areas with underground utilities, check the location of buried service by contacting your local utility service. In most cases, wires run in a straight line from the service panel to the nearest public utility pad. Maintain positive drainage around the foundation to protect this service.

Expansion and Contraction

All building materials are subject to expansion and contraction caused by changes in temperature and humidity. Dissimilar materials expand or contract at different rates. This movement results in separation between materials, particularly dissimilar ones. The effects can be seen in small cracks in drywall and paint, especially where moldings meet drywall, at mitered corners, where tile grout meets the tub or sink and so on. This can be alarming to an uninformed homeowner, but, in fact, it is very normal, especially in the Texas Panhandle area known for extreme fluctuations in temperature and humidity.

Shrinkage of the wooden members of your home is also 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, paint and caulking is all that is needed to conceal this minor evidence of a natural phenomenon. Properly installed caulking will shrink and must be maintained by the homeowner.

This type of expansion and contraction is also applicable to the masonry and concrete portions of your home.

Fireplaces

Most of us feel a fireplace is an excellent way to create a warm, cozy atmosphere. However, without sufficient information, your use of the fireplace can result in heat (and dollars) being wasted. To help prevent this, consider the following facts and suggestions.

Burning a fire should be looked upon as a luxury, adding much to the atmosphere but just a little heat to the home. About 10 percent of the heat produced by a fire is radiated into the home. As a fire burns, it draws warm air from the house for combustion. This means you pay to heat the air in your home and the fireplace then uses it to burn, sending 90 percent of the resulting heat up the chimney.

Ordinarily the air used by the fireplace for combustion is replaced with cold outside air that is drawn in through cracks around doors and windows. However, your home is constructed so tightly that this does not happen. A fresh air vent has been installed to provide it with combustion air and reduce the amount of heated air the fire draws from your home. Open this vent prior to starting the fire as you do the damper.

When not in use, the damper and the fresh air vent should be closed. Leaving them open is equivalent to having an open window in your home. If the fire is still burning, but you are finished enjoying it, use glass doors to prevent heated air from being drawn up the chimney until your damper can be closed.

N&B Homes Warranty

One caution on the use of glass doors — do not close them over a roaring fire, especially if you are burning hard woods (e.g., oak or hickory) because the fire could break the glass. Also, when closing the doors over a burning fire, open the mesh screens first. This prevents excessive heat build-up on the mesh, which might result in warping or discoloration.

Your objective in building a fire should be a clean, steady, slow-burning fire. Always begin with a small fire first to allow the components of the fireplace to heat up slowly. Failure to do so may damage the fireplace and can void the warranty. Start the fire by burning kindling and newspaper under the grate; stack two or three layers of logs with air space between them and place the largest logs to the rear. One sheet of paper burned on top of the stack will help the chimney start to draw. Any logs six inches in diameter or larger should be split. Do not burn trash in the fireplace and never use any type of liquid fire starter.

Old ashes and coals should be removed from under the grate when completely cool. A light layer is desirable as an insulator and will help to reflect heat.

Chimney Flues

The timing on having your chimney cleaned is determined by the way you use your fireplace and the type of wood you burn. Heavy use with soft woods or improperly seasoned woods will result in the need for more frequent cleaning. Creosote and other wood burning by-products accumulate inside the flues over a period of time. Damage for fire may result from burning fires in an excessively dirty chimney flue. A qualified chimney sweeper should be hired for this cleaning.

Chimney Separation

A slight separation of a rock chimney in a newly constructed home may occur. Separation from the main structure in excess of 1/2 inch in ten feet will be repaired; caulking is acceptable in the majority of cases.

Discoloration

Discoloration of the firebox or brick is a normal result of use and requires no corrective action. Mortar style fireplaces may develop cracks due to temperature changes and other factors.

Draw or Downdraft

Although extremely high winds can result in a downdraft, this condition should be temporary and occasional. The cause of a continuous malfunction will be determined and corrected. Also, trees located too close to a fireplace can cause a down draft. Some homes are extremely airtight and a window may have to be opened in order to maintain an effective draft.

N&B Homes Warranty

Mortar Cracks

Normal shrinkage of mortar results in hairline cracks in masonry. Exterior masonry may also have chips, irregular surfaces, color variations and so on that occur during manufacturing, shipping or handling. Unless such conditions affect the structural integrity of the home, they will not be repaired.

Fixture Finishes

Fixture finishes such as plumbing hardware, towel rings and bars, door knobs and exterior light fixtures are factory treated with a clear protective coating, and electro statically applied, to provide beauty and durability.

Atmospheric conditions, direct sunlight, caustic agents (such as paints) or scratches from contact with sharp objects may cause the protective coating to crack or peel, exposing the natural metal and resulting in spotting and discoloration.

Cleaning

Initial care for these products requires only periodic cleaning with a mild, non-abrasive soap and buffing with a soft cloth.

Discoloration

Brass, like sterling silver, will gradually tarnish and eventually take on an antique appearance.

Corrosion

Water with a high mineral content is corrosive to any metals, coated or solid. Corrosion damage to the external surfaces or internal workings of plumbing fixtures is normal when exposed to water with high mineral content.

Foundation

Homeowner Use and Maintenance Guidelines

We install the foundation of your home according to the Texas Panhandle Foundation Manual. To protect your home's foundation, follow guidelines for installation and maintenance of landscaping and drainage in this manual.

N&B Homes Warranty

N&B Homes Limited Warranty Guidelines

If a warrantable condition exists with your home's foundation, submit a warranty request form to the Home of Texas. N&B Homes will correct warrantable problems as defined by the warranty document provided you have complied with the drainage and landscaping maintenance guidelines.

Cosmetic Appearance

Slight cosmetic imperfections in foundations, such as visible aggregate or minor shrinkage or contraction cracks are possible and require no repair unless they affect the structural integrity of your home as defined in your warranty document. Minor cracking at the outside corners of your foundation may be caused by expansion of brick. This is not warranted.

Garage Overhead Door

Since the garage door is a large, moving object, periodic maintenance along with following the manufacturer's instructions will insure safe and reliable operation. Your installation of a garage door opener may void your garage door warranty. Check with the garage door manufacturer before installation of a garage door opener.

Thirty (30) Weight Oil

Every six (6) months, apply a thirty (30) weight automobile oil or similar lubricant to all moving parts — track, rollers, hinges, pulleys and springs. At this same interval, check to see that all hardware is tight and operating as intended without binding or scraping. Avoid over lubricating to prevent dripping on cars and the concrete flooring.

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.

Opener

To prevent damage to the garage door opener, be sure the door is completely unlocked and the rope pull has been removed before using the operator.

Painting

The garage door should be repainted when the home is repainted or more often if needed to maintain a satisfactory appearance.

N&B Homes Warranty

Safety

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 limited 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 surfacing. Have the door inspected by a professional garage door technician after any significant impact to the door.

Sag

The garage door may sag slightly due to its weight and span.

Wax

Paraffin wax, rubbed on the side jambs, will help the door operate smoothly.

Gas Shut-off

If gas is installed in your home, there is a shut-off on the gas line near its connection to each item in your home that operates on gas. In addition, there is a main shut-off at the meter. These are pointed out during the homeowner orientation. If you suspect a gas leak, leave the home and call the gas company immediately for emergency service.

Grading and Drainage

The final grades around your home have been inspected and approved for proper drainage. Inspections are made by the local building authorities as well as N&B Homes. Typically, but not always, the grade around your home should slope one foot in the first ten feet, tapering to a two percent slope.

Positive Drainage

It is essential that you maintain the slopes around your home to permit the water to drain away from the foundation. Failure to do so can result in major structural damage and will void warranty.

Roof Water

If you have gutters, do not remove the splash blocks or downspout extensions from underneath the downspouts. Keep these in place and sloped at all times; this enables the water to drain away from your home quickly.

N&B Homes Warranty

Rototilling

Be cautious when rototilling. This can significantly change drainage swales. If rototilling is done, it should be done parallel to the swales rather than across them.

Backfill Settlement

Backfilled or excavated areas around the foundation and at utility trenches should not interfere with the drainage away from your home. If these areas settle, N&B Homes will correct them during the one-year limited warranty period.

Erosion

N&B Homes is not responsible for weather related damage to un-landscaped yards.

New Sod

New sod installation and the extra watering that accompanies it can cause temporary drainage problems, as can unusually severe weather conditions.

Recommendations

N&B Homes will inspect problems in writing during the one-year limited warranty period and advise you as to corrective actions.

Swales

In many cases, drainage swales do follow property boundaries. N&B Homes will not alter drainage patterns to suit individual landscape plans. Typically, a lot receives water from and/or passes water on to other lots. For this reason, homeowner changes in grade often affect those adjacent or nearby. N&B Homes advises against making such changes.

Under Concrete

N&B Homes will fill visible sunken areas under concrete during the first year. Maintenance of positive drainage away from the foundation as well as all concrete slabs and walks is the homeowner's responsibility.

Landscaping

Landscaping can change the drainage pattern of your lot. Consult a professional landscape contractor in the event you desire to add landscaping to your lot.

N&B Homes Warranty

Watering

Watering should be done in a uniform systematic manner as equally as possible on all sides of the foundation to keep the soil moist, not saturated. Areas of soil that do not have ground cover may require more moisture as they are more susceptible to evaporation, causing a moisture content imbalance. During extreme hot and dry periods, close observations should be made around the foundation to insure adequate watering is being provided, preventing soil from separating or pulling back from the foundation.

Trees

Trees planted within five feet of the foundation can damage the structural integrity of the foundation. Trees planted in close proximity to the foundation can develop a root system that can penetrate beneath the foundation and draw moisture from the soil. Precautionary measures such as the installation of a root shield injection system must be taken to maintain moisture equilibrium.

Gutters and Downspouts

Check gutters periodically and remove leaves or other debris (twice a year and after each heavy rain or wind storm). Materials that accumulate in gutters can slow down the draining of water from the roof, cause overflows or clog the downspouts.

Extensions and Splashblocks

Extensions should discharge outside of the rock or bark 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.

Leaks

If a joint between sections of gutters drips, caulk the inside joint using a commercial gutter caulking compound, which is available at hardware stores.

Free from Debris

As part of normal maintenance, the homeowner should keep gutters clear of debris which might clog them and cause the water to run over the downspout or the gutter's edge. It is the homeowner's responsibility to check gutters periodically to insure proper functioning.

N&B Homes Warranty

Overflow

Gutters are installed with a slight slope so that roof water will flow to the downspouts. Gutters may overflow during periods of excessive heavy rain. Small amounts of water (up to 1 inch) will stand for short periods of time in gutters immediately after rain. No correction is required for these conditions.

Downspouts

Downspouts are placed to carry water to the ground and in extensions, which then direct the flow away from the foundation of the home. These extensions are for protection of the foundation and it is the homeowner's responsibility to maintain them. They should discharge water away from the foundation without eroding any of the ground around them.

Hardware

Doorknobs and Locks

Doorknobs and locks should operate correctly. Some slight adjustments may be needed due to normal shrinkage of the framing. These adjustments will be done by N&B Homes during the first year of ownership. (This process is performed most effectively after your home has gone through at least one dry and one damp season).

Hinges

Hinges with removable hinge pins, such as interior and exterior doors, should be lubricated by removing the hinge pin and rubbing it with a graphite tube or lead pencil. This helps cut down on the dust accumulated by oil.

Hinges without removable hinge pins, such as cabinets and house-to-garage doors can be lubricated with oil-based lubricants. It is recommended that a very small amount of oil is used; then work the door back and forth and wipe away all excess oil.

Hardwood Floors

In caring for hardwood floors, a routine of preventive maintenance is the primary goal. The homeowner is responsible for this routine maintenance.

Cleaning

Sweep on a daily basis or as needed. Never wet mop a hardwood floor. Excessive water causes wood to expand, possibly damaging the floor; it is imperative that water be cleaned up immediately. Do not use water-based detergents, bleach or one-step floor cleaners on hardwood floors.

N&B Homes Warranty

Humidity

Wood floors will respond noticeably to changes in the humidity level in the home especially in the winter. A humidifier will help but will not completely eliminate this reaction.

Mats

Use protective mats at the exterior doors to help prevent sand and grit from getting on the floor. Gritty sand is one of wood flooring's worst enemies.

New Wood Floors

When new, splinters of wood may appear. Dimples or scratches can be caused by moving furniture, dropping heavy or sharp objects, high heels, etc. Some shrinkage or warping can be expected, especially around heat vents or any heat producing appliances. Warping will occur if the floor becomes wet repeatedly or is thoroughly soaked even one time. A dulling of the finish in heavy traffic areas is likely; a white, filmy appearance is caused by moisture (often from wet shoes).

Recoat

If the floors are coated with a polyurethane finish, in six months to a year you may want to have an extra coat of polyurethane applied. This should be done by a qualified contractor. The exact timing will depend on your particular lifestyle. If another finish was used (Glitza, for example), please refer to the manufacturer's recommendations.

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 is high enough to damage hardened concrete; it will mark your wooden flooring!

Spills

Food spills should be cleaned up immediately using a very dry cloth. Use a vinegar and warm water solution for tough food spills.

Wax

Waxing and the use of products like Murphy's Oil Soap are neither necessary nor recommended. Once you wax a polyurethane finish floor, recoating is difficult because the new finish will not adhere to the wax. The preferred maintenance is preventive cleaning and annual recoating to maintain the desired level of luster. This should be done according to manufacturer's instructions. For more information, please contact your flooring distributor.

N&B Homes Warranty

Furniture Legs

Install proper floor protectors on furniture used on hardwood flooring. Protectors will allow chairs to move easily over the floor without scuffing. Clean the protectors on a regular basis to remove any grit that may accumulate.

Burns

Burns from cigarettes can be difficult or impossible to remove from your hardwood flooring. Small burns can be removed by sanding lightly and staining the area with commercial wood stain. Large burns should be referred to a flooring professional.

Yellowing and Warping

Be aware that yellowing and warping of the surface can result from rubber backing on area rugs or mats.

Heating System

Good maintenance of the furnace can save energy dollars as well as prolong the life of the furnace itself. Carefully read and follow the manufacturer's literature on use and care. The guidelines here include general information.

Adjust Vents

Experiment with the adjustable registers in your*home to establish the best heat flow for your lifestyle. Generally, heat can be diminished in seldom used or interior rooms. In a two-story home with one furnace, the heat flow can be balanced by restricting the registers in the top story and opening the registers on the lower story. Rooms farther away from the furnace will usually need to have their vents opened more. This is an individual matter and you will need to balance the system for your family.

Avoid Overheating

Do not overheat your new home. Overheating can cause excessive shrinkage in framing lumber and may materially damage the home. In the beginning, use as little heat as possible and increase it gradually.

Combustion Air

Furnaces have combustion air vents to run to them. Never cover these or block the cold air 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 gasses back into your home. If the air vents become loose, N&B Homes will secure as needed during the first year of ownership.

N&B Homes Warranty

Filters

Remember to change or clean the filter every month. A clogged filter can slow air flow 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 large quantities for the sake of convenience.

Furnished Home

The heating system design was planned with a furnished home in mind. For example, draperies, blinds, screens and the like will contribute to the efficiency of your system. 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 to you than you would expect.

Gas Odor

If you smell gas, call the gas company immediately.

Odor

The heating system typically emits an odor for a few moments when it is first turned on after an extended period of not being used (such as after the summer months if you do not use air conditioning). This is caused by dust that has settled in the ducts and should pass quickly.

Furnace Pilot

The furnace is equipped with a Hot Surface Ignition System (electronic ignition) that eliminates the waste of a constantly burning pilot. The radiant sensor ignition control lights the main burners upon a demand for heat from the thermostat. If the unit fails to function, please contact your heating contractor.

Return Air Vents

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

Temperature

Normal temperature variations from floor to floor (depending upon the style of home) can be as much as 10° or more on extremely cold days. The furnace blower will typically cycle on and off more frequently and for shorter periods of time during severe cold spells.

N&B Homes Warranty

Trial Run

Have a trial run early in the fall to test the furnace. (The same rule applies to air conditioners in the spring.) If service is needed, it is much less inconvenient to discover it prior to the heating season.

Troubleshooting

One of the primary reasons that a furnace does not work is the pilot light is off. This, however, is not the only reason. First, the furnace has an on/off blower switch. This switch looks like a regular light switch and is located in a metal box outside of the furnace. When turned off, this switch overrides all furnace commands and shuts down the blower. This is usually done when maintenance service is being performed although children have been known to turn the furnace off using this switch.

The furnace will not operate if the gas valve in the furnace closet is turned off. It is the red knob on the metal gas pipe. It should be "in line" with the pipe itself to be in the "on" position. The lower panel door must be positioned correctly for the furnace blower to operate. This panel compresses a button that tells the blower it is safe to operate. If this panel is not on tightly, the fan will not come on.

The breaker for the furnace blower is located in the breaker box on the exterior of the house near the electric meter.

Furnace Sounds

You may hear some sounds through your registers that are actually generated from your furnace. They should be very slight and almost unnoticeable. These sounds are normal.

Building Codes

Heating systems will be installed in accordance with local building codes, as well as engineering designs of the particular home.

Thermostats

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 any faster. Thermostats are calibrated to plus or minus 5°.

Duct Placement

The exact placement of heating ducts will vary from those positions shown in similar floor plans or in the model homes.

N&B Homes Warranty

Insulation

The effectiveness of blown insulation is diminished if it is uneven. The last step in any work done in your attic (e.g., the installation of a television antenna) should be to confirm that the insulation lies smoothly and evenly. Do not step on drywall ceilings; personal injury or damage to drywall can result.

Building Codes

Insulation installed in your home meets or exceeds the building codes applicable to your home at the time of construction.

Landscaping

Additions

Prior to the installation of patio additions or other personal improvements, review the soils and take soil conditions into consideration in the design or engineering of your addition.

Backfill

The foundation of your home is constructed beginning with an excavation into the earth. When the foundation is complete, the area surrounding it is backfilled. Soil in this area is not as compact and dense as undisturbed ground. Water can penetrate through the backfill area to the lower areas of your foundation. This can cause potentially severe problems such as cracks in the foundation walls and floor slab movement. Avoid this problem through proper installation of landscaping and good maintenance of drainage patterns.

Backfill areas will settle and require prompt attention to avoid damage to your home and voiding of the structural warranty.

Downspout extensions should be kept in the down position so that roof run-off is channeled well away from the foundation area of the home. Routine inspection of downspouts, backfill areas and other drainage components is an excellent maintenance habit.

Bark or Rock Beds

Do not allow edgings around decorative rock or bark beds to dam the free flow of water away from the home. A non-woven membrane, such as Typar or Mirafi, can be used between the soil and rock or bark to restrict weed growth while still permitting normal evaporation of ground moisture.

N&B Homes Warranty

Irrigation

Make provisions for efficient irrigation. Conduct operational checks on a weekly basis to ensure proper performance of the system. Sprinkler heads should be directed away from the home. Drain and service sprinkler systems on a regular basis.

Planning

Locate plants and irrigation heads out of the way of pedestrian and bicycle traffic and car bumpers. Space groves of trees or single trees to allow for efficient mowing and growth. Prune woody plants as needed. Do not plant trees near the home. Group plants with similar water, sun and space requirements together.

Requirements

Check with your local building department and your Homeowners Association, if applicable, prior to designing, installing or changing landscaping for any regulations you may be required to follow.

Utility Lines

Settlement will not disturb your utility lines; however, you may see a slight depression develop in the front lawn along the line of the utility trench. To correct this, roll back the sod and spread top soil underneath to level the area, then replace the sod.

Waiting to Landscape

Ground that has not been landscaped erodes. Correcting erosion that occurs after closing is the homeowner's responsibility. Damages to neighboring property caused by un-landscaped ground on your lot will be your responsibility.

Maintenance

Plants, trees, shrubs, and lawn sod or hydromulch are not covered by any warranty and are the homeowner's sole responsibility to maintain.

Drainage

Always maintain a proper slope away from your home to maintain efficient drainage. See "Grading and Drainage" for additional information.

N&B Homes Warranty

Mirrors

To clean your mirrors, use any reliable liquid glass cleaner or polisher available at most hardware or grocery stores. Avoid splashing water under the mirror. The moisture will cause the silvering to deteriorate. Also, avoid pushing or leaning on your mirrors. This can cause chips or cracks at the mounting brackets.

Mold and Mildew

While some types of mold may cause health concerns in some people, the general perception appears to be that exposure to any mold, in any amount, for any time period, will cause health problems in anyone. That simply is not the case. Everyone is exposed to mold on a daily basis. Exposure to some types of mold may cause varying health concerns but the most common types of mold are generally not hazardous.

Mold growth can be attributed to the following factors:

- Moisture — water leaks, high humidity
- Nutrients — cellulose-based materials
- Fungal spores — mold spores
- Temperature - 50°F to 75°F
- Time — mold growth will occur within 24 — 48 hours

Of these factors, the only component that can be reasonably controlled is moisture. Mold needs moisture to get established, grow, and reproduce. Mold problems and longstanding moisture or high humidity conditions go hand and hand. Eliminate the moisture and additional mold growth is eliminated.

The following will insure better air quality by reducing the chances of mold growth:

- When taking a shower/bath turn on your vent fan. If you do not have a fan, crack your window.
- When cooking, turn on your vent hood.
- When doing laundry turn on your vent hood.
- Check for leaks at water lines, i.e. refrigerator ice maker, washing machine, dishwasher, etc.

If you suspect a water leak:

- Turn off the water either under the cabinets or the main water line that is generally located at the front left or right property line about 10 feet from the street.
- Clean up any standing water.
- Call the N&B Homes Warranty Department at (806) 681-8198.

N&B Homes Warranty

Mold will not destroy a house, but it can make it look, feel, and smell bad if left undetected even for a short period of time. Mold can be cleaned by using a common bleach and water mix (1 part bleach to 10 parts water).

Please notify N&B Homes Warranty Department at (806) 681-8198 in a quick and timely manner so we can eliminate the spread of mold and to insure your investment and quality of life are not compromised.

Paint and Stain

Interior

The interior woodwork has been painted with oil based enamel that can be cleaned with a wet sponge. Walls have been painted with a flat latex paint and should be touched up with matching paint rather than being wiped with a wet sponge. Spackle may be used to cover any small defects prior to paint touch-up. It is recommended that you wait a minimum of thirty days prior to washing any enameled surface. Do not use soaps, abrasive cleansers, scouring pads or brushes.

Exterior

Regular painting and repair will preserve the beauty of and add value to your home. Check the painted/stained surfaces of your home's exterior annually. Repaint before much chipping or wearing away of the original finish occurs; this saves the cost of extensive surface preparation. Plan to refinish the exterior surface of your home approximately every three years or as often as your paint manufacturer suggests for your area and climate. The chemical structure of the paint used on the exterior is governed by the climatic conditions. Over a period of time, this finish will fade and dull a bit.

Fading

Fading due to sun and weather is normal. Periodic repainting will be required.

Maintenance

When you wish to repaint exterior wood work on your home, popped nails should be reset; the blistered or peeling portions should be wire-brushed or scraped with a putty knife, sanded and spotted with primer. The entire area can then be repainted. Be certain to apply a top quality exterior paint that has been formulated for local climate conditions. Do not allow sprinklers to spray water on the exterior walls of your home. This will cause blistering, peeling, splintering and other types of damage to the home. Trim painted white or light colors will more readily show grain and cracks and, therefore, requires additional maintenance.

N&B Homes Warranty

Severe Weather

Hail and wind can cause a great deal of damage in a severe storm, and your home should be inspected after such weather. Report damage caused by severe weather to your insurance company promptly.

Stain

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

Touch-up

When doing paint touch-up, use a small brush and apply paint only to the damaged area. 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. Do not scrub the walls with excessive pressure; do this very gently.

Wall Cracks

Wait until after the first heating season to repair drywall cracks or other separations due to shrinkage. See the "Drywall" section for additional information concerning repairs.

Phone Jacks

Each home is equipped with telephone jacks as shown on the blueprints and selection sheets. Initiating phone service, additions to phone service and/or moving phone outlets is the homeowner's responsibility.

Plumbing

Your main water shut-off is located in the front of your meter box. This is helpful to know if you install a sprinkler system or if you plan an addition to your home. It is also important to know and remember the location of the shut-off for emergencies such as a water line freeze or break. Other water shut-offs are located under the sinks in the bathroom and the kitchen. Each toilet has a shut-off valve behind the toilet bowl on the wall.

Debris in Pipes

Even though your plumbing lines have been flushed to remove dirt and foreign matter, small amounts of minerals may enter the line. Aerators on the faucets strain much of this from your water. However, minerals, etc. caught in these aerators may cause the faucets to drip because

N&B Homes Warranty

washers wear more rapidly when they come in contact with foreign matter. See “Dripping Faucets” for additional information.

Care and Cleaning

Follow manufacturers’ directions for cleaning fixtures. Avoid abrasive cleansers as they remove the shiny finish leaving behind a porous surface that is difficult to keep clean. Clean plumbing fixtures with a soft sponge and soapy water, (a non-abrasive cleanser such as Spic-N-Span or a liquid detergent is usually recommended by manufacturers) then polish with a dry cloth to prevent water spots.

Clogs

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

Clogged traps (P-traps) can usually be cleared with a “plumber’s helper” (plunger). If you use chemical agents, follow directions carefully to avoid personal injury or damage to the fixtures.

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

The main causes of toilet clogs are various domestic items such as disposable diapers, excessive amounts of toilet paper, sanitary supplies, Q-tips, dental floss, toys, etc.

Copper Piping

Copper piping should be maintained by running water through each faucet for approximately one minute per week to minimize stagnation of seldom used faucets.

Dripping Faucets

A dripping faucet may be repaired by shutting off the water at the valve directly under the sink, then remove the faucet stem, change the washer and reinstall the faucet stem. The shower head is repaired in the same manner. Replace the washer with another of the same type and size. You can minimize the frequency of this repair by remembering not to turn faucets off with excessive force.

N&B Homes Warranty

Freezing Pipes

Provided your home is heated at a normal level, pipes should not freeze at temperatures above 65° Fahrenheit. Heat should be set at 65° if you are away during the winter months. Keep garage doors closed to protect plumbing lines that may run through this area from freezing temperatures.

Garbage Disposal

Do not load the disposal unit with food items before turning it on. For proper operation, turn on the cold water and start the disposal unit. Then, drop the food items slowly into the unit.

When the unit sounds clear, turn it off and leave the water running for several seconds. This allows the food waste to be carried into your sewer lines.

Only foods that are non-fibrous and easily pulverized should be placed into the disposal unit. Examples of foods not to place in the disposal unit are corn husks, celery, onion skins, olive pits, bones and solid or liquid grease. These items may cause your unit to overload or jam. If this happens, follow these corrective measures.

Turn off the disposal unit and the cold water. Wait three minutes for the disposal unit to cool, then press the reset button usually located on the bottom of the unit.

If this does not correct the problem, your disposal unit is probably obstructed. Follow these steps for proper removal.

Always verify that the disposal unit switch on the wall is in the “off” position before attempting a repair yourself.

Check the circuit breakers. An overload of this type may have tripped the circuit. Reset any tripped circuit breakers.

If your disposal unit has a service wrench, insert one end of the wrench into the bottom of the unit. Work back and forth until the disposal unit turns freely. If your disposal unit does not have a service wrench, insert a broom handle or mop handle into the throat of the unit and rotate the impeller back and forth. The obstruction will be loosened so that it can be removed.

After verifying that the disposal unit switch is in the “off” position, remove the obstruction, press the reset button and proceed with the above steps for proper use.

Laundry Tub

If you have a laundry tub, the faucet does not have an aerator. This enables the tub faucet to accept a hose connection.

N&B Homes Warranty

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.

If a leak is noticed under a sink or toilet, turn off the water to the fixture by using the shut-off valves located under or behind the unit. The next step would be to arrange for service.

If you notice a leak in the tub or shower, turn off the water at the main shut-off valve and do not use the shower or tub until service can be provided.

If there is a leak in the water heater, turn the shut-off valve on top of the heater to "off". Turn off the gas if your water heater is powered by gas or the circuit breaker if you have an electric water heater; then drain the water heater.

If you notice water spots (darkened areas) on your walls or ceilings, you may have a water leak. Determine the source of water if possible and take steps to prevent further damage. If the leak can be traced to one location (one toilet, sink or tub), turn off the water to that particular fixture. Contact our Warranty Department at (806) 681-8198 for service. If the leak cannot be isolated, turn off the main water service to the home.

Low Pressure

It will occasionally be necessary to remove and clean the aerators on faucets to allow the proper flow of water; normally every three or four months is sufficient.

Exterior Faucets

Outside faucets are not freeze proof; therefore, it is recommended that you remove garden hoses during cold weather and leave faucets open to drip. If a hose is left attached, the water that remains in the hose can freeze and expand back into the pipe causing a break in the line. Repair of a broken line that feeds an exterior faucet is a homeowner maintenance item. N&B Homes does not warrant exterior faucets against freezing.

Porcelain

Porcelain enamel can be damaged by a sharp blow from a heavy object. It can also be scratched. Do not stand in the bathtub wearing shoes unless you have placed a protective layer of newspaper over the bottom of the tub. If paint is splattered onto the porcelain enamel surfaces during redecorating, it should be wiped up immediately. If some spots are dry before being noticed, use a recommended solvent. Clean porcelain finishes with a non-abrasive cleanser designed for bathroom usage.

N&B Homes Warranty

Running Toilets

To stop running water, check the shut-off float in the tank. You will most likely find it has lifted too high in the tank, preventing the valve from shutting off completely. In this case, adjust the set screws on top of the valve until the shut-off float stops the water at the correct level. The float should be free and not rub the side of the tank or any other parts. Also check the chain on the flush handle, if it is too tight it will prevent the rubber stopper at the bottom of the tank from sealing, resulting in running water.

Stainless Steel

Stainless steel sinks should be cleaned with soap and water to preserve their luster. Avoid abrasive cleaners; these will damage the finish. An occasional cleaning with a good stainless steel cleaner will enhance the finish. Avoid leaving produce on a stainless steel surface since prolonged contact with produce can stain the finish.

Tank/Bowl Care

Toilets are made of vitreous china, a glasslike material that is almost impervious to staining. Clean your toilets with a toilet bowl cleaner and a brush or cloth. Vitreous china is brittle and will easily break or shatter if hit with a hard object. Do not stand on your toilets. Uneven pressure applied to the toilet can break the wax seal at the base of the toilet, thereby causing a leak.

Toilets which are designed to use less water, approximately 1.6 gallons, have been installed in your home in an effort to reduce the amount of water used and the amount of wastewater treated and returned to our water sources. All of this result in a lower utility cost to you and an improvement to our environment.

Since these toilets use approximately 50% of the water that older, traditional toilets use, you need to be aware of a few inconveniences you may experience. The toilets have a tendency to become clogged more frequently than a traditional toilet because of the newer toilet's reduced water flush capacity. On the occasions where one needs to dispose of a large amount of tissue, it is advisable to flush the toilet prior to the disposal of all tissue. Educating your family members as to the capacity of the toilet will help avoid unnecessary stoppages. Do not place objects other than toilet paper in the toilet.

Always keep a plumber's plunger on hand to use in the event of a stoppage of a toilet. If a stoppage occurs, close the shut-off valve on the back side of the toilet. Usually a few vigorous pumps with the plunger will free the obstruction. Stoppages that are not construction related are the homeowner's responsibility. If you are unable to clear the obstruction yourself, we suggest that you call a plumber.

N&B Homes Warranty

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

The flush valve in your toilet should last for many years. If it fails or begins to leak, a new flush valve can be purchased at a home center or hardware store. If you are not entirely comfortable with this do-it-yourself project, a plumber can perform this task.

Toilet Seat Cover

Do not stand on the toilet seat cover. It is not designed for this purpose and may crack.

6.35 Resilient Flooring

Refer to manufacturer's recommendations for additional information on the care of all floor covering products. Color selection sheets (which you received at the Decorating Center) provide a record of the brand, style and color of the floor coverings in the home. Please retain this information for future reference.

Although resilient floors are designed for minimum care, they do vary in maintenance needs. Some resilient floors require regular application of a good floor finish. This assures you of retaining a high gloss. However, no cleaning or finishing agents should be used on the new floor until the adhesive has set thoroughly. This takes about two weeks. Because of its relatively soft texture, vinyl flooring can be damaged by heavy appliances, dropped objects, high-heeled shoes and by rough usage. This damage is permanent and cannot be repaired.

Limit Water

Wipe up spills immediately to avoid staining and vacuum crumbs instead of washing resilient floors frequently with water. Mopping or washing with water should be limited; excessive amounts of water on resilient floors can penetrate seams and get under edges causing the material to lift and curl.

Moving Furniture

Use extreme caution when moving appliances across resilient floor covering. Tears and wrinkles can result. Coasters should be installed under furniture legs to prevent permanent damage. Dimples and scratches can be caused by moving furniture, dropping heavy or sharp objects, high heels, etc.

Shrinkage or Warping

Some shrinkage or warping can be expected, especially around heat vents or any heat providing appliances.

N&B Homes Warranty

No Wax

The resilient flooring installed in your home is the no-wax type. No-wax means it is coated with a clear, tough coating which provides both a shiny appearance and a wearing surface. Even this surface will scuff or mark. Follow all manufacturers' specific recommendations for care and cleaning of all your hard surface floors. Do not use abrasive cleaners or full-strength bleach on vinyl flooring. Abrasives will dull the finish and can cause permanent damage. Full strength bleach can etch and destroy the surface of the flooring.

Raised Nail Heads

Raised nail heads are the result of movements of the floor joist caused by natural shrinkage and deflection. Special nails have been used to nail down your subfloor. If a nail head becomes visible through resilient flooring, place a block of wood over it and hit the block with a hammer to reset the nail. Flooring of any type can shrink and seams may separate slightly due to this shrinkage.

Ridges

The joints of underlayment (sheets 4' x 8') have been sanded and filled to minimize the possibility of ridges showing through resilient floor coverings. Some ridging is unavoidable, however, and there is no recommended maintenance for this condition.

Scrubbing and Buffing

Frequent scrubbing or electric buffing is harder on floors than regular foot traffic. Use acrylic finishes often if you scrub or buff. Clean vinyl flooring with a solution of warm water and a commercial vinyl floor cleaner.

Seam Lifting

Seams can lift or curl if excessive moisture is allowed on the floor. A special caulking can be used at tub or floor joints to seal seams at those locations. Avoid getting large amounts of water on the floor from baths and showers.

Yellowing and Warping

Be aware that yellowing and warping of the surface can result from rubber backing on area rugs or mats.

Roof

Clean Gutters

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

N&B Homes Warranty

Leaks

If a leak occurs, try to detect the exact location; this will greatly simplify locating the area that requires repair when the roof is dry.

Limit Walking

Limit walking on your roof. The weight and movement can loosen the roofing material and break the integrity of the roofing material, which can, in turn, result in leaks. Never attempt to walk on the roof of your home when the shingles are wet—they are extremely slippery.

Severe Weather

After severe storms, do a visual inspection of the roof for damages. Notify your homeowner insurance company if damage is noted. Even when properly installed, wind driven snow and rain may enter through vents. This is not a defect.

Siding

Caulking

All caulking shrinks and replacement is a homeowner's maintenance item. Separation at the joints in the exterior trim and between the trim and the surfaces of exterior siding or masonry should not exceed 3/8 of an inch. Siding, trim and masonry must be capable of excluding the elements. Caulking will be your home maintenance responsibility.

Smoke Detectors

Read the manufacturer's manual for detailed information on the care of your smoke detectors.

Cleaning

Once a quarter, smoke alarms should be cleaned (vacuumed) to prevent a false alarm or lack of response to a fire. After cleaning, push the red button to test; the alarm should sound. For your safety, it is important that these devices be kept clean and in good operating condition.

No Representation

N&B Homes does not represent that the smoke detection device will provide the protection for which it is installed. The homeowner is responsible for obtaining insurance.

N&B Homes Warranty

Vents

Attic

A sheet of plastic can be placed over the insulation in the attic in front of vents to protect ceilings from driving snow/rain. Be cautious in placing this so as to not displace the insulation or step off wood members onto drywall.

Range Hood

Remove and clean the filter. Clean accumulated grease deposits from the fan housing.

Dryer Vent

Remove the dryer hose from the dryer vent stack. Check for lint build up or blockage. This will help increase the life expectancy of the dryer.

Water Heater

Carefully read and follow the manufacturer's literature for your specific model of water heater.

Condensation

Condensation inside your new water heater may drip onto the burner flame. This causes no harm and in most cases, will disappear in a short period of time.

Drain Tank

Review and follow the manufacturer's timetable and instructions for draining several gallons of water from the bottom of the water heater.

Pilot (If equipped with gas)

Never light a gas pilot or turn on electricity when the water heater tank is empty. Always turn off the gas or electric power before shutting off the cold water supply (located at the top of the tank).

To light the water heater pilot, first remove the cover panel on the tank to expose the pilot. Then rotate the on/off/pilot knob to the "pilot" position. When the knob is in this position, the red button can be depressed. While depressing the red button, hold a match at the pilot. Once the pilot lights continue to hold the red button down for 30 to 60 seconds.

When the red button is released, the pilot should stay lit. If it does not, wait several minutes to allow the gas to dissipate from the tank and repeat the entire process. If it stays lit, rotate the on/off/pilot knob to the "on" position. Reinstall the cover panel and adjust the temperature setting with the regulating knob on the front of the tank.

N&B Homes Warranty

Water heaters sometimes collect small quantities of dirty water and scale in the main gas lines, which may extinguish the pilot light.

While away from home for an extended period, set the temperature to its lowest point and leave the pilot lit.

Safety

The area around a gas-fired water heater should be vacuumed as needed to prevent dust from interfering with proper flame combustion. The top of a heater should not be used as a storage shelf.

Temperature

Set the water heater thermostat at the recommended setting; higher settings waste energy. The recommended thermostat setting for normal everyday use is “normal” on gas models and 140° Fahrenheit on electric models.

No Hot Water

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

6.41 Windows, Screens and Patio Doors

In heavy rains, water may collect in the bottom channel of window frames. Weep holes are provided to allow excess water to escape to the outside. Keep the bottom window channels and weep holes free of dirt and debris for proper operation.

Cleaning

Once a month, clean aluminum metal surfaces with warm water. Do not use a powdered cleaner. After each cleaning, apply a silicone lubricant.

Condensation

Condensation on interior surfaces of the window and frame is the result of high humidity within the home and low outside temperatures. The humidity level within the home is largely influenced and controlled by your family’s lifestyle.

Homeowners with humidifiers should closely observe manufacturer’s directions, especially during extremely cold periods.

N&B Homes Warranty

Door Locks

Acquaint yourself with the operation of the door hardware for maximum security.

Door Tracks

Keep patio door tracks clean for smooth operation and to prevent damage to the door frame. Silicone lubricants work well for these tracks.

Invisible Glass

Under certain lighting conditions, door glass may be hard to see. If you keep the screen fully closed when the glass door is open, you will be accustomed to opening something before going through.

Sticking Windows

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

Storing Screens

Many homeowners remove and store screens for the winter to allow more light into the home. Use caution in removing screens. They are easily perforated and the frames bend if not handled with care.

Ventilation

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

Broken Glass

If any panes of glass become broken, you should contact a glass company for re-glazing. Glass is very difficult to install without special tools, and, therefore, we strongly recommend you don't attempt the repair yourself.

Wood Trim

Separation of wood trim from the adjacent material is a normal result of shrinkage which can require caulking and/or touch up painting as a repair. It is a good idea to wait until after the first heating season and make all such repairs at one time.

Wood will shrink less lengthwise than across the grain. All lumber is more vulnerable to shrinkage during the heating season.

Shrinkage may also cause a piece of trim to pull away from the wall. Drive another nail in close to the existing nail hole (but not in it). Fill the old nail hole with putty and touch up with paint as needed. If the base shoe (small trim between base molding and the floor) appears to be lifting from the floor, this is probably due to slight shrinkage of the floor joists below. Similar to a piece of trim that is pulling away, this can be corrected by removing the old nails and re-nailing.

Shrinkage may occur during the first two years or longer depending on weather, the temperature you maintain in your home, and whether or not you have a humidifier.

During a damp period, some swelling may occur. In most cases, this will not be noticeable except where a door may fit more tightly than usual. See "Doors and Locks" section.



THE LIMITED WARRANTY

10 YEAR WRITTEN WARRANTY FOR NEW HOMES



Warranty Confirmation

Your Warranty consists of your Limited Warranty book and your Warranty Confirmation. AFTER 60 days from your closing, you may obtain your Warranty Confirmation at confirm.homeoftexas.com. You do not have a warranty without the Warranty Confirmation. If you do not have access to the Internet, please contact the plan Administrator to obtain your Limited Warranty book and Warranty Confirmation.

This Limited Warranty does not cover consequential or incidental damages. The Warrantor's total aggregate liability of this Limited Warranty is limited to the Final Sales Price listed on the Application For Warranty form.

The Builder makes no housing merchant implied warranty or any other warranties, express or implied, in connection with the attached sales contract or the warranted Home, and all such warranties are excluded, except as expressly provided in this Limited Warranty. There are no warranties which extend beyond the face of this Limited Warranty.

Some regulating agencies do not allow the exclusion or limitation of incidental or consequential damages by the Builder so all of the limitations or exclusions of this Limited Warranty may not apply to you.

For your Limited Warranty to be in effect, you should receive the following documentation:
Limited Warranty #8319 • Application For Warranty form #8316 (Refer to I.B.3 for applicability) • Warranty Confirmation



IMPORTANT NOTICE

To obtain information or make a complaint:

You may call the company's toll-free telephone number for information or to make a complaint at: (800) 445-8173.

You may also write to Warranty Underwriters Insurance Company at:

WUIC
PO Box 741808
Houston, TX 77274

HOME of Texas (ADMINISTRATOR)
5300 Derry Street
Harrisburg, PA 17111

OR

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at: (800) 252-3439

You may contact the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
Fax # (512) 475-1771
Web: <http://www.tdi-state.tx.us>
Email: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

HOME OF TEXAS



Dear Home Buyer,

Congratulations on the purchase of your new Home. This is probably one of the largest, most important investments you've ever made and we wish you many years of enjoyment. You've chosen a Home built by a leading Builder which includes the HOME of Texas Limited Warranty, assurance that your investment is well protected. This book explains the Limited Warranty in its entirety, and we encourage you to take time to READ IT CAREFULLY.

This Limited Warranty provides you with protection in accordance with this warranty book for ten full years of Home ownership. During the first two years, your Builder is responsible for specified warranty obligations. In the unlikely event your Builder is unable or unwilling to perform, the Warranty is provided subject to the conditions, terms and exclusions listed. For the remaining eight years, your Warranty applies to Major Structural Defects as defined in this book.

This is not a warranty service contract, but a written ten year limited warranty which your Builder has elected to provide with your Home.

Take time now to read this book. Familiarize yourself with the Warranty and its limitations. Contact your Builder regarding specific construction standards and how they apply to your Home.

Again, congratulations and enjoy your new Home!

Very truly yours,
HOME OF TEXAS

TABLE OF CONTENTS

Section I. Definitions	1
Section II. The Limited Warranty	3
Section III. Warranty Standards.....	7
Section IV. Requesting Warranty Performance	20
Section V. Active Soils Guidelines.....	23
Section VI. HUD Addendum	25



HOME OF TEXAS
5300 Derry Street, Harrisburg, PA 17111
717-561-4480

DEFINITIONS

SECTION I.

A. Introduction

To help you better understand your Limited Warranty, refer to the following list of definitions which apply in this book.

B. Definitions*

1. Administrator

HOME of Texas (HOME) is the Administrator of this Limited Warranty. HOME is neither Warrantor nor Insurer.



2. Appliances and Items of Equipment, including Attachments and Appurtenances

Water heaters, pumps, stoves, refrigerators, compactors, garbage disposals, ranges, dishwashers, washers and dryers, bathtubs, sinks, commodes, faucets, light fixtures, switches, outlets, thermostats, furnaces and oil tanks, humidifiers, oil purifiers, air conditioning materials, in-house sprinkler systems and similar items.

3. Application For Warranty form

The form signed at closing by you, the Purchaser, and your Builder which identifies the location, the Effective Date Of Warranty and the Final Sales Price of the enrolled Home. If the Builder is participating in the HOME electronic enrollment process, the Application for Warranty form is eliminated. This information will be included on your Warranty Confirmation.

4. Arbitrator

The person appointed by the independent arbitration service to resolve an Unresolved Warranty Issue.

5. Builder

The person, corporation, partnership or other entity which participates in the HOME Limited Warranty Program and has obtained this Limited Warranty for you.

6. Consequential Damages

All consequential damages including, but not limited to, damage to the Home that is caused by a warranted Defect but is not itself a warranted Defect and costs of shelter, transportation, food, moving, storage or other incidental expenses related to relocation during repairs.

7. Cooling, Ventilating and Heating Systems

All ductwork, refrigerant lines, steam and water pipes, registers, convectors and dampers.

8. Defect

A condition of any item warranted by this Limited Warranty which exceeds the allowable tolerance specified in this Limited Warranty. Failure to complete construction of the Home or any portion of the Home, in whole or in part, is not considered a Defect.

9. Effective Date Of Warranty

The date coverage begins as specified on the Application For Warranty form or on your Warranty Confirmation if your Builder is participating in the electronic enrollment process.*

10. Electrical Systems

All wiring, electrical boxes and connections up to the house side of the meter base.

11. HOME of Texas (HOME)

See Administrator.

12. Home

The single family dwelling, identified on the Application for Warranty form, which may be a townhome or duplex.

13. Insurer

Warranty Underwriters Insurance Company (WUIC). Located at 5300 Derry Street, Harrisburg, PA 17111, phone: 800-445-8173. (*Refer to Section IV. for instructions on requesting warranty performance.*)

14. Limited Warranty

The terms and conditions contained in this book including any applicable addenda.

15. Major Structural Defects (MSD)*

All of the following conditions must be met to constitute a Major Structural Defect:

- a. Actual physical damage to one or more of the following specified load-bearing components of the Home;



SECTION
I.



- b. Causing the failure of the specific major structural components; and
- c. Which affects its load-bearing function to the degree that it materially affects the physical safety of the occupants of the Home.

Load-bearing components of the Home deemed to have MSD potential:

- (1) roof framing members (rafters and trusses);
- (2) floor framing members (joists and trusses);
- (3) bearing walls;
- (4) columns;
- (5) lintels (other than lintels supporting veneers);
- (6) girders;
- (7) load-bearing beams; and
- (8) foundation systems and footings.

Examples of non-load-bearing elements deemed not to have Major Structural Defect potential:

- (1) non-load-bearing partitions and walls;
- (2) wall tile or paper, etc.;
- (3) plaster, laths or drywall;
- (4) flooring and subflooring material;
- (5) brick, stucco, stone, veneer, or exterior wall sheathing;
- (6) any type of exterior siding;
- (7) roof shingles, sheathing* and tar paper;
- (8) Heating, Cooling, Ventilating, Plumbing, Electrical and mechanical Systems;
- (9) Appliances, fixtures or Items of Equipment; and
- (10) doors, windows, trim, cabinets, hardware, insulation, paint and stains.

16. Owner

See Purchaser.

17. Plumbing Systems

All pipes located within the Home and their fittings, including gas supply lines and vent pipes.

18. Purchaser

You. The Purchaser includes the first buyer of the warranted Home and any and all subsequent Owners who take title within the warranty period.

19. Residence

See Home.

20. Sewage Disposal System (Private or Public)

This system includes, but is not limited to, all waste, drainage, sewer pipes and lines, cleanouts, tanks, pumps, drainfields and seepage pits, outside and beyond the exterior wall of the Home.

21. Structurally Attached

An integral part of the Home being structurally supported by footings, block walls or reinforced concrete and connected to the foundation of the Home.

22. Unresolved Warranty Issue

All requests for warranty performance, demands, disputes, controversies and differences that may arise between the parties to this Limited Warranty that cannot be resolved among the parties. An Unresolved Warranty Issue may be a disagreement regarding:

- a. the coverages in this Limited Warranty;
- b. an action performed or to be performed by any party pursuant to this Limited Warranty;
- c. the cost to repair or replace any item covered by this Limited Warranty.

23. Warrantor

Your Builder in Years 1 and 2; the Insurer in Years 3 through 10 and in Years 1 and 2 if your Builder defaults.

24. Warranty Confirmation

The document you obtain by going to confirm.homeoftexas.com and then following the directions to validate your warranty. It includes your Validation Number, Effective Date of Warranty, Term of Coverage and applicable Addenda.

25. Water Supply System (Private or Public)

This system includes, but is not limited to, all supply and distribution pipes, fittings, valves, pumps and wells, outside the exterior wall of the Home, which supply water to the Home.

SECTION II.

A. Introduction to the Limited Warranty

1. This book provides specific details, conditions and limitations of the Limited Warranty including procedures for requesting warranty performance and for binding arbitration, in accordance with the procedures of the Federal Arbitration Act. Additional information may be received by calling HOME at (717) 561-4480. Read this document in its entirety to understand the protection it affords, the exclusions applicable to it, the Warranty Standards which determine its interpretations and operation and your responsibilities.
2. This is NOT an insurance policy, a maintenance agreement or a service contract. It is an explanation of what you, the Purchaser, can expect from this Limited Warranty.
3. Appliances and Equipment included in the Home are not warranted under this Limited Warranty, but may be covered by separate warranties provided by the manufacturer or supplier. These warranties are passed on to you by your Builder at closing and are separate from this Limited Warranty.
4. You are responsible for maintenance of your new Home. General and preventative maintenance are required to prolong the life of your new Home.
5. This Limited Warranty is **automatically transferred** to subsequent Owners during the ten-year term of this Limited Warranty, except in the case of a foreclosure that voids the warranty as provided in Section II.A.6.*
6. This Limited Warranty becomes void and all obligations on the part of Warrantor cease as of the date an Owner vacates the Home due to foreclosure proceedings.*
7. This Limited Warranty is subject to changes required by HUD. FHA and VA have mandated the additions noted in the Addendum Section of this Limited Warranty book. Notations throughout indicate where the Addendum applies.

B. The Limited Warranty

1. **Actions taken to cure Defects will NOT extend the periods of specified coverages in this Limited Warranty.**
2. Only warranted items which are specifically designated in the Warranty Standards are covered by this Limited Warranty.
3. The Warrantor has the choice to repair, replace or pay the reasonable cost to repair or replace

warranted items which do not meet the Warranty Standards and are not excluded in the Limited Warranty.

4. If a warranted MSD occurs during the appropriate coverage period, and is reported as required in **Section IV**, the Warrantor will repair, replace or pay you the reasonable cost to repair or replace the warranted MSD, limited to actions necessary to restore the MSD to its load-bearing capacity.

C. Warranty Coverage

1. **One Year Coverage:** Your Builder warrants that for a period of one (1) year after the Effective Date Of Warranty, warranted items will function and operate as presented in the Warranty Standards of Year 1, **Section III.A**. Coverage is **ONLY** available where specific Standards and Actions are represented in this Limited Warranty.*
2. **Two Year Coverage:** Your Builder warrants that for a period of two (2) years from the Effective Date Of Warranty, specified portions of the Heating, Cooling, Ventilating, Electrical and Plumbing Systems, as defined in this Limited Warranty, will function and operate as presented in the Warranty Standards of Years 1 and 2 only, **Section III.B**.
3. **Ten Year Coverage:** Major Structural Defects (MSD) are warranted for ten (10) years from the Effective Date Of Warranty.

Your Builder is the Warrantor during Years 1 and 2 of this Limited Warranty and the Insurer is the Warrantor in Years 3 through 10.

D. Conditions*

1. This Limited Warranty provides coverage only in excess of coverage provided by other warranties or insurance, whether collectible or not.
2. This Limited Warranty is binding on the Builder and you and your heirs, executors, administrators, successors and assigns.
3. This Limited Warranty shall be interpreted and enforced in accordance with the laws of the State of Texas.
4. This Limited Warranty is separate and apart from your contract and/or other sales agreements with your Builder. It cannot be affected, altered or amended in any way by any other agreement which you may have.
5. This Limited Warranty cannot be modified, altered or amended in any way except by a formal written instrument signed by you, your Builder and the Administrator.

6. If any provision of this Limited Warranty is determined by a court of competent jurisdiction to be unenforceable, that determination will not affect the validity of the remaining provisions.
7. All notices required under this Limited Warranty must be in writing and sent by email or certified mail, return receipt requested. If you send your written notice by email, your written notice must be sent to warranty.resolution@homeoftexas.com. The written notice will not be considered received without a valid confirmation of receipt number. If you do not receive a confirmation of receipt number within 48 hours of emailing your written notice, contact HOME by calling 717-561-4480 and request to speak with the Warranty Resolution Department's Customer Service. If sending your written notice by certified mail, return receipt requested, it must be postage prepaid, to the recipient's address shown on the Application for Warranty form, or to whatever address the recipient may designate in writing.
8. If actions by the Warrantor on any obligations under this Limited Warranty are delayed by an event beyond its control, such performance will be excused until the delaying effects of the event are remedied. Such events include, but are not limited to, acts of God, acts of the common enemy, war, riot, civil commotion or sovereign conduct, or acts or omissions by you or any other person not a party of this Limited Warranty.
9. If your Builder fails to complete any part of the Home that is reasonably foreseeable to cause damage to the Home, then it is your responsibility to complete such parts of the Home to avoid the damage. If you fail to complete the work, then any resulting damage is not covered under this Limited Warranty. The warranty period for any item completed after the Effective Date of Warranty shall be deemed to have commenced on the Effective Date of Warranty.*
10. Costs incurred for unauthorized repairs to warranted items are not reimbursable. Written authorization prior to incurring expenses must be obtained from the Administrator.*
11. Whenever appropriate, the use of one gender includes all genders and the use of the singular includes the plural.
12. Under this Limited Warranty, the Warrantor is not responsible for exact color, texture or finish matches in situations where materials are replaced or repaired, or for areas repainted or when original materials are discontinued.

13. Your Builder must assign to you all manufacturers' warranties on products included in the Final Sales Price of your Home. Neither the Insurer nor the Administrator shall be liable for your Builder's failure to do so.
14. You are responsible for establishing a written, final walk-through inspection list of items in need of service prior to occupancy or closing, whichever is first. This list must be signed and dated by you and your Builder. Keep a copy for your records.

E. Exclusions

The following are NOT covered under this Limited Warranty:

1. Loss or damage:
 - a. to land.
 - b. to the Home, persons or property directly or indirectly caused by insects, birds, vermin, rodents, or wild or domestic animals.
 - c. which arises while the Home is used primarily for non-residential purposes.
 - d. which is covered by any other insurance or for which compensation is granted by legislation.*
 - e. resulting directly or indirectly from flood, surface water, waves, tidal water, overflow of a body of water, or spray from any of these (whether or not driven by wind), water which backs up from sewers or drains, changes in the water table which were not reasonably foreseeable, water below the surface of the ground (including water which exerts pressure on or seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool, or other structure), wetlands, springs or aquifers.*
 - f. from normal deterioration or wear and tear.



SECTION II.

THE LIMITED WARRANTY

SECTION II.

- g. caused by material or work supplied by anyone other than your Builder or its employees, agents or subcontractors.
 - h. after Year 1, to, resulting from, or made worse by all components of structurally attached decks, balconies, patios, porches, stoops, porch roofs and porticos.
 - i. after Year 1, to, resulting from, or made worse by elements of the Home which are constructed separate from foundation walls or other structural elements of the Home such as, but not limited to, chimneys and concrete floors of basements and attached garages.
 - j. to wiring, to and between communication devices from the source of power, whether or not connected to the interior wiring system of the Home. Such devices shall include, but not be limited to, telephone systems, television cable systems, intercom systems, computer systems and security systems. Sources of power shall include, but not be limited to, service entrance conductors, switches, outlets, receptacles and junction boxes.
 - k. to, or caused by, recreational facilities; driveways; walkways; patios, porches and stoops not structurally attached; decks and balconies which are not bolted to or cantilevered from the main structure of the Home; boundary and/or retaining walls; bulkheads; fences; landscaping, sodding, seeding, shrubs, trees and plantings; subsurface drainage systems (other than footer drains); lawn sprinkler systems; off-site improvements, including streets, sidewalks, adjacent property and the like; or any other improvements not part of the Home itself.
 - l. caused by any item listed as an additional exclusion on the Application for Warranty form.
2. Loss or damage resulting from, or made worse by:
- a. changes in the grading of the property surrounding the Home by anyone except your Builder or its employees, agents or subcontractors.
 - b. changes in grading caused by erosion.
 - c. modifications or additions to the Home, or property under or around the Home, made after the Effective Date Of Warranty (other than changes made in order to meet the obligations of this Limited Warranty).
 - d. intrusion of water into crawl spaces.*
 - e. the weight and/or performance of any type of waterbed or any other furnishing which exceeds the load-bearing design of the Home.
 - f. the presence or consequence of unacceptable levels of radon, formaldehyde, carcinogenic substances or other pollutants and contaminants; or the presence of hazardous or toxic materials resulting in uninhabitability or health risk within the Home.
 - g. acts or omissions by you, your agents, employees, licensees, invitees; accidents, riots, civil commotion, nuclear hazards, acts of God or nature, fire, explosion, blasting, smoke, drought, water escape, windstorms, tropical storms, hurricanes, hail, lightning, ice, snow, falling trees, aircraft, vehicles, flood, mud slides, sinkholes, mine subsidence, faults, crevices, earthquake, land shock waves or tremors occurring before, during or after a volcanic eruption, or manmade events such as war, terrorism or vandalism.
 - h. your failure to perform routine maintenance.
 - i. your failure to minimize or prevent such loss or damage in a timely manner.
 - j. defects in, but not limited to: recreational facilities; driveways; walkways; patios, porches and stoops not structurally attached; decks and balconies which are not bolted to or cantilevered from the main structure of the Home; boundary and/or retaining walls; bulkheads; fences; landscaping, sodding, seeding, shrubs, trees and plantings; subsurface drainage systems (other than footer drains); lawn sprinkler systems; off-site improvements, including streets, sidewalks, adjacent property and the like; or any other improvements not part of the Home itself.
 - k. defects in detached garages or outbuildings (except those which contain Plumbing, Electrical, Heating, Cooling or Ventilating Systems serving the Home, and then only to the extent where Defects would affect these systems). A detached garage is one which is constructed on its own foundation, separate and apart from the foundation of the Home. A breezeway, fence, utility line or similar union shall not cause a garage or outbuilding to be considered attached.



SECTION II.



- l. negligent maintenance or operation of the Home and its systems by anyone other than your Builder or its agents, employees or subcontractors.
 - m. any portion of a Water Supply System, private or public, including volume and pressure of water flow.*
 - n. quality and potability of water.
 - o. any portion of a Sewage Disposal System, private or public, including design.*
 - p. dampness, condensation or heat build-up caused by your failure to maintain proper ventilation.*
3. Failure of your Builder to complete construction of the Home or any part of the Home on or before the Effective Date Of Warranty or damages arising from such failure. An incomplete item is not considered a Defect, although your Builder may be obligated to complete such items under separate agreements between you and your Builder.
 4. Any deficiency which does not result in actual physical damage or loss to the Home.
 5. Any Consequential Damages.*
 6. Personal property damage or bodily injury.
 7. Violation of applicable Building Codes or ordinances unless such violation results in a Defect which is otherwise covered under this Limited Warranty. Under such circumstances, the obligation of the Warrantor under this Limited Warranty shall only be to repair the defective warranted portion of the Home, but not to restore or bring the Home to conform to code.
 8. Any request for warranty performance submitted to the Administrator after an unreasonable delay or later than thirty (30) days after the expiration of the applicable warranty period.
 9. Warranted Defects that you repair without prior written authorization of the Administrator.*
 10. Any damages to, or resulting from a swimming pool whether located within or outside the Home, as a result of its construction, placement, use, equipment, maintenance, etc.
 11. The removal and/or replacement of items specifically excluded from coverage under this Limited Warranty, such as landscaping or personal property, and items not originally installed by your Builder, such as wallpaper, where removal and replacement are required to execute a repair.
 12. Any Defect consisting of, caused by, contributed to, or aggravated by moisture, wet or dry rot, mold, mildew, fungus or rust, regardless of the originating cause of any moisture or water penetration that leads to the Defect.
 13. Sound transmission and sound proofing between rooms or floor levels.
 14. Appliances and Equipment included in the Home are not warranted under this Limited Warranty, but may be covered by separate warranties provided by the manufacturer or supplier. These warranties are passed on to you by your Builder at closing and are separate from this Limited Warranty. Damage caused by improper maintenance or operation, negligence, or improper service of these items by you or your agent will not be covered under this Limited Warranty.
 15. Modifications or additions to the Home, or property under or around the Home, made after the Effective Date of Warranty (other than changes made in order to meet the obligations of this Limited Warranty).

F. Limitation of Liability

1. The Warrantor's liability and obligations are limited to the repair, replacement or the payment of the reasonable cost of repair or replacement of warranted items not to exceed an aggregate equal to the Final Sales Price of the Home as listed on the Application For Warranty form or in the absence of an Application For Warranty form, as otherwise provided to the Administrator by the Builder. The choice to repair, replace or make payment is the Warrantor's.
2. All other warranties, express or implied, including, but not limited to, all implied warranties of fitness, merchantability or habitability, are disclaimed and excluded to the extent allowed by law.



WARRANTY STANDARDS • A. YEAR 1 COVERAGE ONLY

The following Warranty Standards are applicable only to warranted items stated in Section II of this Limited Warranty. Read Section II to determine if the following Warranty Standards apply.

1. FOUNDATIONS

SECTION III.

OBSERVATION	ACTION REQUIRED	COMMENTS
BASEMENT		
1.1 Cracks appear in control joints.	No action required.	The expansion/contraction joint is placed to control cracking. This is not a deficiency.
1.2 Uneven concrete floors in finished areas of a basement.	Builder will correct those areas in which Defect exceeds 3/8 in. within a 32 in. measurement.	In rooms not initially finished as living areas or where a floor or a portion of a floor surface has been designed for specific drainage purposes, a slope which exceeds 3/8 in. within a 32 in. measurement is not a deficiency.
1.3 Cracks in poured concrete foundation walls.	Builder will correct any crack which exceeds 1/4 in. in width.	Shrinkage cracks are common and should be expected. Surface patching and epoxy injections are examples of acceptable repair methods.
1.4 Cracks in block or veneer wall.	Builder will correct cracks which exceed 1/4 in. in width.	Some cracks are common through masonry and mortar joints. Cracks 1/4 in. or less are considered routine Owner maintenance.
1.5 Leaks resulting in actual flow or trickling of water through wall or floor, causing an accumulation.	Builder will correct.	A one-time occurrence may not indicate a Defect. Owner must maintain proper grading around the Home and maintain any surface water control systems installed by Builder. Dampness and condensation are normal conditions and are not covered by this Limited Warranty.
1.6 Disintegration of the concrete floor surface.	Builder will correct disintegrated surfaces caused by improper placement of concrete.	Disintegration caused by erosion due to salt, chemicals, implements used and other factors beyond Builder's control is not a warranted deficiency.
1.7 Cracks in concrete floor which rupture or significantly impair performance of floor covering.	Builder will correct so Defect is not readily noticeable when floor covering is in place.	Minor impressions in floor covering are not considered significant imperfections.
1.8 Cracks in concrete floor of unfinished area (no floor covering) or in areas not designed for living.	Builder will correct cracks which exceed 1/4 in. in width or vertical displacement.	Surface patching and epoxy injections are examples of acceptable repair methods. Shrinkage cracks are common and should be expected.
1.9 Condensation on walls, joists, support columns and other components of basement area.	No action required.	Maintaining adequate ventilation and moisture control is considered Owner maintenance.

WARRANTY STANDARDS • A. YEAR 1 COVERAGE ONLY

The following Warranty Standards are applicable only to warranted items stated in Section II of this Limited Warranty. Read Section II to determine if the following Warranty Standards apply.



SECTION III.

1. FOUNDATIONS

OBSERVATION	ACTION REQUIRED	COMMENTS
CRAWL SPACE		
1.10 Cracks in poured concrete foundation walls.	Builder will correct any crack which exceeds 1/4 in. in width.	Surface patching and epoxy injections are examples of acceptable repair methods. Shrinkage cracks of 1/4 in. or less are common and should be expected.
1.11 Cracks in block or veneer wall.	Builder will correct cracks greater than 1/4 in. in width.	Surface patching and epoxy injections are examples of acceptable repair methods. Shrinkage cracks of 1/4 in. or less are common and should be expected.
1.12 Inadequate ventilation.	Builder will install properly sized louvers or vents.	Maintaining adequate ventilation and moisture control, including seasonal adjustment of vent openings, is considered Owner maintenance.
1.13 Condensation on walls, joists, support columns and other components of the crawl space area.	No action required.	Maintaining adequate ventilation and moisture control, including seasonal adjustment of vent openings, is considered Owner maintenance.
SLAB ON GRADE		
1.14 Cracks appear at control joints.	No action required.	Expansion/contraction joint is placed to control cracking. This is not a deficiency.
1.15 Uneven concrete floors in finished areas.	Builder will correct areas in which Defect exceeds 3/8 in. within a 32 in. measurement.	In rooms not initially finished as living areas or where a floor or a portion of a floor surface has been designed for specific drainage purposes, a slope which exceeds 3/8 in. within a 32 in. measurement is acceptable.
1.16 Disintegration of concrete floor surface.	Builder will correct disintegrated surfaces caused by improper placement of concrete.	Disintegration caused by erosion due to salt, chemicals, implements used and other factors beyond Builder's control is not a warranted deficiency.
1.17 Crack in concrete floor which ruptures or significantly impairs performance of floor covering.	Builder will correct so Defect is not readily noticeable when floor covering is in place.	Minor impressions in floor covering are not considered significant imperfections.
1.18 Cracks in attached garage slab.	Builder will correct cracks which exceed 1/4 in. in width or vertical displacement.	Surface patching and epoxy injections are examples of acceptable repair methods. Shrinkage cracks are common and should be expected.
1.19 Cracks in concrete floor of unfinished area (no floor covering) or in areas not designed for living.	Builder will correct cracks which exceed 1/4 in. in width or vertical displacement.	Surface patching and epoxy injections are examples of acceptable repair methods. Shrinkage cracks are common and should be expected.
1.20 Cracks in visible face of foundation.	Builder will correct cracks in excess of 1/4 in. in width.	Surface patching and epoxy injections are examples of acceptable repair methods. Shrinkage cracks are common and should be expected.

WARRANTY STANDARDS • A. YEAR 1 COVERAGE ONLY

The following Warranty Standards are applicable only to warranted items stated in Section II of this Limited Warranty. Read Section II to determine if the following Warranty Standards apply.

2. FRAMING

SECTION III.

OBSERVATION	ACTION REQUIRED	COMMENTS
CEILING		
2.1 Uneven ceiling.	Builder will correct if unevenness exceeds 1/4 in. within a 32 in. measurement.	Some minor framing imperfections should be expected.
FLOOR		
2.2 High and low areas.	Builder will correct if high or low areas exceed 1/4 in. within a 32 in. measurement.	Some minor framing imperfections should be expected.
2.3 Floor squeaks.	Builder will correct if caused by a defective joist or improperly installed subfloor. Builder will take corrective action to reduce squeaking to the extent possible within reasonable repair capability without removing floor or ceiling finishes.	A large area of floor squeaks which is noticeable, loud and objectionable is a Defect. A squeak-proof floor cannot be guaranteed. Lumber shrinkage as well as temperature and humidity changes may cause squeaks.
ROOF		
2.4 Split or warped rafters or trusses.	No action required.	Some splitting and warping is normal and is caused by high temperature effects on lumber.
WALL		
2.5 Bow or bulge.	Builder will correct if bow or bulge exceeds 1/2 in. within 32 in. horizontal or vertical measurement.	Minor framing imperfections should be expected.
2.6 Out-of-plumb.	Builder will correct where out-of-plumb condition exceeds 3/4 in. within 8 ft. vertical measurement.	Minor framing imperfections should be expected.
2.7 Wall is out-of-square.	No action required.	A wall out-of-square is not a Defect.

WARRANTY STANDARDS • A. YEAR 1 COVERAGE ONLY

The following Warranty Standards are applicable only to warranted items stated in Section II of this Limited Warranty. Read Section II to determine if the following Warranty Standards apply.



SECTION III.

3. EXTERIOR

OBSERVATION	ACTION REQUIRED	COMMENTS
STRUCTURALLY ATTACHED WOOD OR COMPOSITE DECKS		
3.1 Wood twisting, warping or splitting.	Builder will correct only if due to improper installation.	Twisting, warping or splitting of wood deck material is normal due to exposure to the elements. Owner maintenance is required.
3.2 Settlement.	Builder will correct slope of deck which exceeds a ratio of 2 in. in a 10 ft. measurement.	Some slope is often provided to allow for water drainage.
3.3 Loose railing or post.	Builder will correct if due to improper installation.	Owner maintenance is required.
DOORS		
3.4 Binds, sticks or does not latch.	Builder will correct if caused by faulty workmanship or materials.	Seasonal changes may cause doors to expand and contract, and are usually temporary conditions.
3.5 Wood door panel shrinks.	No action required.	Panels will shrink and expand and may expose unfinished surfaces.
3.6 Warping.	Builder will correct warping which exceeds 1/4 in., measured vertically, horizontally or diagonally.	Seasonal changes may cause doors to expand and contract, and are usually temporary conditions.
3.7 Split in panel.	Builder will correct if split allows the entrance of elements.	Splits which do not allow the entrance of elements are considered normal. Owner maintenance is required.
3.8 Separation between door and weather-stripping.	Builder will correct if daylight is visible or if entrance of elements occurs under normal conditions.	Even with properly installed weather-stripping, some movement of the door, when closed, may be expected. Owner maintenance is required for minor alterations to adjustable thresholds and other parts of the door.
3.9 Screen mesh is torn or damaged.	Builder will correct only if damage is documented prior to occupancy.	Owner is responsible for establishing a pre-closing walk-through inspection list.
3.10 Overhead garage door fails to operate or allows rain or snow to leak through.	Builder will correct garage doors which do not fit or operate properly.	Some entrance of elements can be expected and is not considered a deficiency. If Owner installs a garage door opener, Builder is not responsible for operation of door.

WARRANTY STANDARDS • A. YEAR 1 COVERAGE ONLY

The following Warranty Standards are applicable only to warranted items stated in Section II of this Limited Warranty. Read Section II to determine if the following Warranty Standards apply.

3. EXTERIOR

SECTION III.

OBSERVATION	ACTION REQUIRED	COMMENTS
ROOFING		
3.11 Roof and roof flashing leaks.	Builder will correct active and current leaks that occur under normal conditions.	No action is required if leak is due to snow or ice buildup, high winds or driving rains. Prevention of snow or ice buildup is the Owner's responsibility. Substantiation of an active and current leak is the Owner's responsibility.
3.12 Lifted, torn, curled, or cupped shingles.	No action required.	Owner maintenance is required. Cupping in excess of 1/2 in. should be reported to the manufacturer.
3.13 Shingles that have blown off.	Builder will correct affected area if due to poor installation.	Shingles shall not blow off in winds less than the manufacturer's specifications.
3.14 Inadequate ventilation.	Builder will provide adequate ventilation.	Moisture accumulation in attics which are not adequately vented is a deficiency. Owner is responsible to keep vents clear of obstructions to promote air flow.
3.15 Water stays in gutters.	Builder will correct to limit standing water depth at 1 in.	Owner is responsible for keeping gutters and downspouts clean.
3.16 Gutter or downspout leaks.	Builder will correct leaks at connections.	Owner is responsible for keeping gutters and downspouts clean. Gutters may overflow during heavy rains.
SITE WORK		
3.17 Standing water within 10 ft. of the foundation.	Builder will correct water which stands for more than 24 hours, or more than 48 hours in swales.	Standing water beyond the 10 ft. perimeter of the foundation is not covered by this Limited Warranty. Owner is responsible for establishing and maintaining adequate ground cover.
3.18 Settling of ground around foundation walls, utility trenches or other filled areas on property where there has been excavation and backfill which affected foundation drainage.	If final grading was performed by Builder, he will replace fill in excessively settled areas only once.*	If settlement does not exceed 6 in., it is Owner's responsibility to fill affected areas. The party responsible for establishing the final grade shall provide for positive drainage away from foundation. Owner is responsible for establishing and maintaining adequate ground cover.
STRUCTURALLY ATTACHED STOOP, PORCH & PATIO		
3.19 Settlement, heaving or movement.	Builder will correct if movement exceeds 1 in. from the Home for stoops, porches and patios which are structurally attached.	Stoops, porches and patios which are poured separately and simply abut the house are not covered by this Limited Warranty.
3.20 Concrete splatters on adjacent surfaces.	Builder will correct only if damage is documented prior to occupancy.	Owner is responsible for establishing a pre-closing walk-through inspection list.

WARRANTY STANDARDS • A. YEAR 1 COVERAGE ONLY

The following Warranty Standards are applicable only to warranted items stated in Section II of this Limited Warranty. Read Section II to determine if the following Warranty Standards apply.



SECTION III.

3. EXTERIOR

OBSERVATION	ACTION REQUIRED	COMMENTS
WALL COVERING		
<p>3.21 Entrance of elements through separations of wood, hardboard or fiber cement siding or trim joints, or separation between trim and surfaces of masonry or siding.</p>	<p>Builder will correct entrance of elements or separations exceeding 3/8 in. by caulking or other methods.</p>	<p>Any separations 3/8 in. or less are considered routine Owner maintenance.</p>
<p>3.22 Cracks in stucco or similar synthetic based finishes.</p>	<p>Builder will correct cracks which exceed 1/8 in. in width.</p>	<p>Caulking and touch-up painting are examples of acceptable repair methods. Builder is not responsible for exact color, texture or finish matches. Hairline cracks are common.</p>
<p>3.23 Siding materials become detached from the Home.</p>	<p>Builder will correct affected area if due to improper workmanship or materials.</p>	<p>Separated, loose or delaminated siding can be due to improper maintenance and is not considered a Defect.</p>
<p>3.24 Aluminum or vinyl siding is bowed or wavy.</p>	<p>Builder is responsible only if installed improperly and waves or bowing exceed 1/2 in. within a 32 in. measurement.</p>	<p>Check your manufacturer's warranty on this product for coverage regarding dents, holes, wind specifications, etc.</p>
<p>3.25 Paint or stain peels or deteriorates.</p>	<p>Builder will correct. If 75% of a particular wall is affected, entire wall will be corrected.</p>	<p>Some fading is normal due to weathering. Mildew and fungus on exterior surfaces are caused by climatic conditions and are considered routine maintenance. Varnish or lacquer deteriorates quickly and is not covered by this Limited Warranty.</p>
<p>3.26 Paint splatters and smears on other surfaces.</p>	<p>Builder will correct only if damage is documented prior to occupancy.</p>	<p>Owner is responsible for establishing a pre-closing walk-through inspection list.</p>
<p>3.27 Faulty application of paint on wall and trim surfaces.</p>	<p>Builder will correct affected area. If greater than 75% of wall or trim piece is affected, entire surface will be corrected.</p>	<p>Some minor imperfections such as over-spray, brushmarks, etc., are common and should be expected.</p>
<p>3.28 Knot holes bleed through paint or stain.</p>	<p>Builder will correct affected areas where excessive bleeding of knots appear.</p>	<p>Knot holes will be apparent depending on the quality of material used.</p>
<p>3.29 Vent or louver leaks.</p>	<p>Builder will correct if caused by improper installation.</p>	<p>Properly installed louvers or vents may at times allow rain or snow to enter under strong wind conditions and is not a deficiency.</p>
<p>3.30 Cracks in masonry, veneer, stone, etc.</p>	<p>Builder will correct cracks which exceed 1/4 in. in width.</p>	<p>Some cracks are common through masonry and mortar joints. Cracks 1/4 in. or less are considered routine Owner maintenance.</p>

WARRANTY STANDARDS • A. YEAR 1 COVERAGE ONLY

The following Warranty Standards are applicable only to warranted items stated in Section II of this Limited Warranty. Read Section II to determine if the following Warranty Standards apply.

3. EXTERIOR

OBSERVATION	ACTION REQUIRED	COMMENTS
WINDOWS		
3.31 Condensation or frost on interior window surface.	No action required.	Condensation is relative to the quality and type of windows. Temperature differences in high levels of humidity along with individual living habits will cause condensation.
3.32 Clouding or condensation between panes of glass.	Builder will correct only if damage is documented prior to occupancy.	Owner is responsible for establishing a pre-closing walk-through inspection list.
3.33 Glass breakage.	Builder will correct only if damage is documented prior to occupancy.	Owner is responsible for establishing a pre-closing walk-through inspection list.
3.34 Excessive drafts and leaks.	Builder will correct poorly fitted windows.	Relative to the quality and type of windows, drafts are sometimes noticeable around windows, especially during high winds. It may be necessary for the Owner to have storm windows installed to provide a satisfactory solution in high wind areas. All caulking materials expand and contract due to temperature variation and dissimilar materials. Maintenance of weather-stripping is Owner's responsibility.
3.35 Difficult to open, close or lock.	Builder will correct.	Windows should open, close and lock with reasonable pressure.

4. INTERIOR

DOORS		
4.1 Latch is loose or rattles.	No action required.	Some minor movement should be expected.
4.2 Binds, sticks or does not latch.	Builder will correct if due to faulty workmanship and materials.	Seasonal changes may cause doors to expand and contract, and are usually temporary conditions.
4.3 Warping.	Builder will correct warping which exceeds 1/4 in., measured vertically, horizontally or diagonally.	Seasonal changes may cause doors to expand and contract, and are usually temporary conditions.
4.4 Excessive opening at bottom.	Builder will correct gaps in excess of 1-1/2 in. between bottom of passage door and finished floor or 2 in. between bottom of closet door and finished floor.	Gaps under doors are intended for air flow.
4.5 Rubs on carpet.	Builder will correct.	Builder is not responsible if Owner installs carpet.

SECTION III.

WARRANTY STANDARDS • A. YEAR 1 COVERAGE ONLY

The following Warranty Standards are applicable only to warranted items stated in Section II of this Limited Warranty. Read Section II to determine if the following Warranty Standards apply.

4. INTERIOR



SECTION III.

WALLS, CEILINGS, SURFACES, FINISHES & TRIMS

OBSERVATION	ACTION REQUIRED	COMMENTS
4.6 Cracks and separations in drywall, lath or plaster; nail pops.	Builder will correct cracks in excess of 1/8 in. in width. Builder will correct nail pops which have broken finished surface. Repair cracks and/or nail pops and touch up paint to match as close as possible, one time only. Such conditions should be reported near the end of Year 1 of the warranty period to allow for normal movement of the Home.	Minor seam separations and cracks, and other slight imperfections, are common and should be expected. Minor depressions and slight mounds at nail heads are not Defects.
4.7 Peeling of wallpaper.	Builder will correct if not due to Owner neglect or abuses.	Builder is not responsible for wallpaper installed by Purchaser. Owner is responsible for maintaining adequate ventilation in areas of high humidity, such as kitchens and bathrooms.
4.8 Separated seams in wallpaper.	Builder will correct if wall surface is readily visible.	Minor imperfections can be expected.
4.9 Lumps, ridges and nail pops in wallboard which appear after Owner has wall covering installed by himself or others.	No action required.	Owner should insure that surface to be covered is suitable for installation of wall covering.
4.10 Surface deficiencies in finished woodwork.	Builder will correct readily apparent splits, cracks, hammer marks and exposed nail heads, only if documented prior to occupancy.	Owner is responsible for establishing a pre-closing walk-through inspection list.
4.11 Gaps between trim and adjacent surfaces, and gaps at trim joints.	Builder will correct gaps in excess of 1/8 in. at trim joints and 1/4 in. between trim and adjacent surfaces.	Some separation due to lumber shrinkage is normal and should be expected.
4.12 Cracks in ceramic grout joints.	Builder will correct cracks in excess of 1/8 in. one time only.	Cracking of grout joints is common and is considered routine Owner maintenance unless excessive.
4.13 Ceramic tile cracks or becomes loose.	Builder will correct only if documented prior to occupancy.	Owner is responsible for establishing a pre-closing walk-through inspection list.
4.14 Cracking or deterioration of caulking.	No action required.	All interior caulking shrinks and deteriorates. Owner maintenance is required.

WARRANTY STANDARDS • A. YEAR 1 COVERAGE ONLY

The following Warranty Standards are applicable only to warranted items stated in Section II of this Limited Warranty. Read Section II to determine if the following Warranty Standards apply.



SECTION III.

4. INTERIOR

OBSERVATION	ACTION REQUIRED	COMMENTS
WALLS, CEILINGS, SURFACES, FINISHES & TRIMS		
4.15 Wall or trim surfaces visible through paint.	Builder will correct affected area. If greater than 75% of wall, trim piece, or ceiling is affected, entire surface will be corrected. The surface being painted shall not show through new paint when viewed from a distance of 6 feet under normal lighting conditions.	Some minor imperfections such as overspray, brushmarks, etc., are common and should be expected.
FLOOR COVERING*		
4.16 Resilient flooring comes loose at edge.	Builder will correct.	Owner maintenance is required.
4.17 Gaps at seams of resilient flooring.	Builder will correct gaps of similar materials in excess of 1/8 in., and 3/16 in. where dissimilar materials abut.	Minor gaps should be expected.
4.18 Fastener pops through resilient flooring.	Builder will correct affected area where fastener has broken through floor covering.	Sharp objects such as high heels, table and chair legs, can cause similar problems, and are not covered by this Limited Warranty.
4.19 Depressions or ridges in resilient flooring at seams of sub-flooring.	Builder will correct depressions or ridges which exceed 1/8 in. in height or depth.	This is determined by placing a 6 in. straight edge over ridge or depression, with 3 in. on either side, and measuring height or depth at sub-flooring seam.
4.20 Cuts and gouges in any floor covering.	Builder will correct only if documented prior to occupancy.	Owner is responsible for establishing a pre-closing walk-through inspection list.
4.21 Hollow sounding marble or tile.	No action required.	Hollow sounding marble or tile is not a deficiency of construction and is not covered under this warranty.
4.22 Fades, stains or discolors.	Builder will correct stains or spots only if documented prior to occupancy.	Fading is not a deficiency. Owner is responsible for establishing a pre-closing walk-through inspection list.
4.23 Premature wearing of carpet.	No action required.	Excessive wear in high-traffic areas such as entryways and hallways is normal. Wearability is directly related to quality of carpet.
4.24 Visible gaps at carpet seams.	Builder will correct gaps.	Seams will be apparent. Owner maintenance is required.
4.25 Carpet becomes loose or buckles.	Builder will correct one time only.	Some stretching is normal. Owner should exercise care in moving furniture.

WARRANTY STANDARDS • A. YEAR 1 COVERAGE ONLY

The following Warranty Standards are applicable only to warranted items stated in Section II of this Limited Warranty. Read Section II to determine if the following Warranty Standards apply.



SECTION III.

5. MECHANICAL

OBSERVATION	ACTION REQUIRED	COMMENTS
ELECTRICAL		
5.1 Circuit breakers trip excessively.	Builder will correct if tripping occurs under normal usage.	Ground Fault Circuit Interrupters (GFCI) are intended to trip as a safety factor. Tripping that occurs under abnormal use is not covered by this Limited Warranty.
5.2 Outlets, switches or fixtures malfunction.	Builder will correct if caused by defective workmanship or materials.	Owner should exercise routine care and maintenance. Replacement of light bulbs is Owner's responsibility.
HEATING & COOLING		
5.3 Condensation lines clog under normal use.	No action required.	Condensation lines will clog under normal conditions. Continued operation of drain line requires Owner maintenance.
5.4 Noisy ductwork.	Builder will correct oil canning noise if caused by improper installation.	When metal heats and cools, ticking and cracking may occur and are not covered by this Limited Warranty.
5.5 Insufficient heating.	Builder will correct if Heating System cannot maintain a 70 degree Fahrenheit temperature, under normal operating and weather conditions. Temperature shall be measured at a point 5 ft. above center of floor in affected area. All rooms may vary in temperature by as much as 4 degrees.	Orientation of the Home, location of rooms and location of vents will also provide a temperature differential. There may be periods when outdoor temperature falls below design temperature thereby lowering temperature in the Home. Certain aspects of the Home including, but not limited to, expansive stairways, open foyers, sunrooms or cathedral ceilings may cause abnormal variation from these Standards and are not covered by this Limited Warranty.
5.6 Insufficient cooling.	Builder will correct if Cooling System cannot maintain a 78 degree Fahrenheit temperature, under normal operating and weather conditions. Temperature shall be measured at a point 5 ft. above center of the floor in the affected room. On excessively hot days, where outside temperature exceeds 95 degrees Fahrenheit, a difference of 17 degrees from outside temperature will be difficult to maintain. All rooms may vary in temperature by as much as 4 degrees.	Orientation of the Home, location of rooms and location of vents will also provide a temperature differential. There may be periods when outdoor temperature rises above design temperature thereby raising temperature in the Home. Certain aspects of the Home including, but not limited to, expansive stairways, open foyers, sunrooms or cathedral ceilings may cause abnormal variation from these Standards and are not covered by this Limited Warranty.
5.7 Refrigerant line leaks.	Builder will correct.	Owner maintenance is required on the system.

WARRANTY STANDARDS • A. YEAR 1 COVERAGE ONLY

The following Warranty Standards are applicable only to warranted items stated in Section II of this Limited Warranty. Read Section II to determine if the following Warranty Standards apply.

5. MECHANICAL

OBSERVATION	ACTION REQUIRED	COMMENTS
PLUMBING		
5.8 Pipe freezes and bursts.	Builder will correct if due to faulty workmanship or materials.	Proper winterization of pipes is considered routine maintenance and Owner should maintain suitable temperatures inside the Home.
5.9 Noisy water pipe.	Builder will correct hammering noise if caused by improper installation.	Some noise can be expected due to flow of water and pipe expansion. This is not a Defect.
5.10 Plumbing fixtures and trim fittings leak or malfunction.	Builder will correct if due to faulty workmanship and materials.	Owner maintenance is required. Scratches, tarnishing or marring must be noted on a pre-closing walk-through inspection list.
5.11 Damaged or defective plumbing fixtures and trim fittings.	Builder will correct only if documented prior to occupancy.	Owner is responsible for establishing a pre-closing walk-through inspection list. Defective trim fittings and plumbing fixtures are covered under the manufacturer's warranty.

6. SPECIALTIES

BATHROOM & KITCHEN		
6.1 Cabinet separates from wall or ceiling.	Builder will correct separation in excess of 1/4 in.	Some separation is normal. Caulking is an acceptable method of repair.
6.2 Crack in door panel.	Builder will correct only if documented prior to occupancy.	Owner is responsible for establishing a pre-closing walk-through inspection list.
6.3 Warping of cabinet door or drawer front.	Builder will correct if warp exceeds 3/8 in. as measured from cabinet frame.	Seasonal changes may cause warping and may be a temporary condition.
6.4 Doors or drawers do not operate.	Builder will correct.	Owner maintenance is required.
6.5 Chips, cracks, scratches on countertop, cabinet fixture or fitting.	Builder will correct only if documented prior to occupancy.	Owner is responsible for establishing a pre-closing walk-through inspection list.
6.6 Delamination of countertop or cabinet.	Builder will correct only if documented prior to occupancy.	Owner is responsible for establishing a pre-closing walk-through inspection list.
6.7 Cracks or chips in fixture.	Builder will correct only if documented prior to occupancy.	Owner is responsible for establishing a pre-closing walk-through inspection list.

SECTION III.

WARRANTY STANDARDS • A. YEAR 1 COVERAGE ONLY

The following Warranty Standards are applicable only to warranted items stated in Section II of this Limited Warranty. Read Section II to determine if the following Warranty Standards apply.



SECTION III.

6. SPECIALTIES

OBSERVATION	ACTION REQUIRED	COMMENTS
CHIMNEY & FIREPLACE		
6.8 Exterior and interior masonry veneer cracks.	Builder will correct cracks in excess of 1/4 in. in width.	Some cracks are common in masonry and mortar joints. Cracks 1/4 in. in width or less are considered Owner maintenance.
6.9 Firebox color is changed; accumulation of residue in chimney or flue.	No action required.	Owner maintenance is required.
6.10 Chimney separates from the Home.	Builder will correct separation in excess of 1/2 in. within 10 ft.	Newly built chimneys will often incur slight amounts of separation.
6.11 Smoke in living area.	Builder will correct if caused by improper construction or inadequate clearance.	Temporary negative draft situations can be caused by high winds; obstructions such as tree branches too close to the chimney; the geographic location of the fireplace; or its relationship to adjoining walls and roof. In some cases, it may be necessary to open a window to create an effective draft. Since negative draft conditions could be temporary, it is necessary that Owner substantiate problem to Builder by constructing a fire so the condition can be observed.
6.12 Water infiltration into firebox from flue.	No action required.	A certain amount of rainwater can be expected under certain conditions.
6.13 Firebrick or mortar joint cracks.	No action required.	Intense heat may cause cracking.
INSULATION		
6.14 Air infiltration around electrical receptacles.	No action required.	Air flow around electrical boxes is normal and is not a deficiency.

WARRANTY STANDARDS

B. YEARS 1 & 2 COVERAGE ONLY • C. TEN YEAR MSD COVERAGE ONLY

The following Warranty Standards are applicable only to warranted items stated in Section II of this Limited Warranty. Read Section II to determine if the following Warranty Standards apply.



SECTION III.

B. SYSTEMS - YEARS 1 & 2

OBSERVATION	ACTION REQUIRED	COMMENTS
ELECTRICAL		
B.1 Wiring fails to carry specified load.	Builder will correct if failure is due to improper installation or materials.	Switches, outlets and fixtures are applicable to Year 1 Coverage Only .
HEATING AND COOLING		
B.2 Ductwork separates.	Builder will correct.	Owner maintenance is required.
PLUMBING*		
B.3 Pipe leaks.	Builder will correct.	Condensation on pipes does not constitute leakage. Faulty faucets, valves, joints and fittings are applicable to Year 1 Coverage Only .
B.4 Water supply stops.	Builder will correct if due to faulty workmanship or materials inside the Home.	Drought or causes other than faulty workmanship and materials will not be covered under this Limited Warranty.
B.5 Clogged drain or sewer.	Builder will correct clog within structure caused by faulty workmanship or materials.	Clogs and stoppages beyond the exterior wall are not covered by this Limited Warranty. Routine Owner maintenance and proper use is required.

C. TEN YEAR MSD COVERAGE

OBSERVATION	ACTION REQUIRED	COMMENTS
MAJOR STRUCTURAL DEFECTS		
C.1. Major Structural Defects.	The criteria for establishing the existence of a Major Structural Defect is set forth in Section I.B.15 of this Limited Warranty Agreement.	The Warrantor will correct Major Structural Defects, limited to such actions as are necessary to restore the load-bearing capability of the component(s) affected by a Major Structural Defect.

REQUESTING WARRANTY PERFORMANCE

A. Notice to Warrantor in Years 1 & 2

1. If a Defect occurs in Years 1 and 2, you must notify your Builder in writing. Your request for warranty performance should clearly describe the Defect(s) in reasonable detail.
2. Request for warranty performance to your Builder does not constitute notice to the Administrator, and it will not extend applicable coverage periods.
3. If a request for warranty performance to your Builder does not result in satisfactory action within a reasonable time, written notice must be given to HOME of Texas, Administrator, at warranty.resolution@homeoftexas.com or forwarded by certified mail, return receipt requested to 5300 Derry Street, Harrisburg, Pennsylvania 17111, Attn: Warranty Resolution Department. This notice should describe each item in reasonable detail.
4. *Please note that a written request for warranty performance must be emailed no later than thirty (30) days after the expiration of the applicable warranty period or sent to HOME by certified mail, return receipt requested and postmarked no later than thirty (30) days after the expiration of the applicable warranty period. For example, if the item is one which is warranted by your Builder during your second year of coverage, a request for warranty performance must be emailed or mailed to HOME and postmarked no later than thirty (30) days after the end of the second year to be valid.*



5. You must provide the Warrantor with reasonable weekday access during normal business hours in order to perform its obligations. Failure by you to provide such access to the Warrantor may relieve the Warrantor of its obligations under this Limited Warranty.
6. If your Builder does not fulfill its obligations under this Limited Warranty, the Administrator will process the request for warranty performance as described in this Limited Warranty and subject to the provisions of IV.F.

B. Notice to Warrantor in Years 3 – 10

If a Defect related to a warranted MSD occurs in Years 3 through 10 of this Limited Warranty, you must notify the Administrator to review the item within a reasonable time after the situation arises. All such notices must be presented in writing to HOME, Administrator, at warranty.resolution@homeoftexas.com or forwarded by certified mail, return receipt requested to HOME, Administrator, 5300 Derry Street, Harrisburg, Pennsylvania 17111, Attn: Warranty Resolution Department. Any such notice should describe the condition of the MSD in reasonable detail. Requests for warranty performance emailed or postmarked more than thirty (30) days after the expiration of the term of this Limited Warranty will not be honored.

C. Purchaser's Obligations

1. **Your notice to the Administrator must contain the following information:**
 - a. Validation # and Effective Date Of Warranty;
 - b. Your Builder's name and address;
 - c. Your name, address, email address, and phone number (including home, cell and work numbers);
 - d. Reasonably specific description of the warranty item(s) to be reviewed;
 - e. A copy of any written notice to your Builder;
 - f. Photograph(s) may be required; and
 - g. A copy of each and every report you have obtained from any inspector or engineer.
2. You have an obligation to cooperate with the Administrator's mediation, inspection and investigation of your warranty request. From time to time, the Administrator may request information from you regarding an alleged Defect. Failure by you or your appointed representative to respond with the requested information within thirty (30) days of the date of the Administrator's request can result in the closing of your warranty file.

SECTION IV.

REQUESTING WARRANTY PERFORMANCE

SECTION IV.

D. Mediation and Inspection

Within thirty (30) days following the Administrator's receipt of proper notice of a request for warranty performance, the Administrator may review and mediate your request by communicating with you, your Builder and any other individuals or entities who the Administrator believes possess relevant information. If, after thirty (30) days, the Administrator has not been able to successfully mediate your request, or at any earlier time when the Administrator believes that your Builder and you are at an impasse, then the Administrator will notify you that your request has become an Unresolved Warranty Issue. At any time following the receipt of proper notice of your request for warranty performance, the Administrator may schedule an inspection of the item. You must provide the Administrator reasonable access for any such inspection as discussed in **Section IV.A.5**. The Administrator, at its discretion, may schedule a subsequent inspection to determine Builder compliance.

When a request for warranty performance is filed and the deficiency cannot be observed under normal conditions, it is your responsibility to substantiate that the need for warranty performance exists including any cost involved. If properly substantiated, you will be reimbursed by the Warrantor.



E. Arbitration*

You begin the arbitration process by giving the Administrator written notice of your request for arbitration of an Unresolved Warranty Issue. The written notice of your request for arbitration must be received by the Administrator no later than thirty (30) days following the expiration of the ten year warranty period. However, if you receive notification of an Unresolved Warranty Issue from the Administrator following the expiration of the ten year warranty period, then this period is extended and written notice of your request for arbitration must be received by the Administrator no later than thirty (30) days from the date of your receipt of notification of the Unresolved Warranty Issue. -Within twenty (20) days after the

Administrator's receipt of your notice of request for arbitration, any Unresolved Warranty Issue that you have with the Warrantor shall be submitted to an independent arbitration service experienced in arbitrating residential construction matters upon which you and the Administrator agree. This **binding** arbitration is governed by the procedures of the Federal Arbitration Act, 9 U.S.C. 1 *et. seq.* If you submit a request for arbitration, you must pay the arbitration fees before the matter is submitted to the arbitration service. After arbitration, the Arbitrator shall have the power to award the cost of this fee to any party or to split it among the parties to the arbitration. The arbitration shall be conducted in accordance with this Limited Warranty and the arbitration rules and regulations to the extent that they are not in conflict with the Federal Arbitration Act.

Within one (1) year after an arbitration award, either party may apply to the U.S. District Court where the Home is situated to confirm the award. The Administrator's receipt of a written request for arbitration in appropriate form shall stop the running of any statute of limitations applicable to the matter to be arbitrated until the Arbitrator renders a decision. The decision of the Arbitrator shall be final and binding upon all parties.

Since this Limited Warranty provides for mandatory binding arbitration of Unresolved Warranty Issues, if any party commences litigation in violation of this Limited Warranty, such party shall reimburse the other parties to the litigation for their costs and expenses, including attorney fees, incurred in seeking dismissal of such litigation.*

In Years 1 & 2, the Builder shall have sixty (60) days from the date the Administrator sends the Arbitrator's award to the Builder to comply with the Arbitrator's decision. In Years 3-10, the Warrantor shall have sixty (60) days from the date the Administrator receives the Arbitrator's award to comply with the Arbitrator's decision. Warranty compliance will begin as soon as possible and will be completed within the sixty-day compliance period with the exception of any repair that would reasonably take more than sixty (60) days to complete, including, but not limited to, repair delayed or prolonged by inclement weather. The Warrantor will complete such repair or replacement as soon as possible without incurring overtime or weekend expenses.

You may request a compliance arbitration within twenty (20) days after the sixty-day compliance period has expired by giving the Administrator written notice of your request. You must pay the fees for the compliance arbitration prior to the matter being submitted to the arbitration service.

REQUESTING WARRANTY PERFORMANCE

F. Conditions of Warranty Performance

1. You must provide the Warrantor and/or Administrator with reasonable weekday access during normal business hours to inspect the condition of your Home and/or to perform their obligations.
2. When your request for warranty performance is determined to be a warranted issue, the Warrantor reserves the right to repair or replace the warranted item, or to pay you the reasonable cost of repair or replacement.
3. In Years 1 and 2, if your Builder defaults in its warranty obligations, the Administrator will process the request for warranty performance provided you pay a warranty service fee of \$250 for each request prior to repair or replacement.*
4. In Years 3 through 10 you must pay the Administrator a warranty service fee of \$500 for each request.*
5. If the Administrator elects to award you cash rather than repair or replace a warranted item, the warranty service fee will be subtracted from the cash payment.
6. If the Warrantor pays the reasonable cost of repairing a warranted item, the payment shall be made to you and to any mortgagee or mortgagee's successor as each of your interests may appear; provided that the mortgagee has notified the Administrator in writing of its security interest in the Home prior to such payment. Warrantor shall not have any obligation to make payment jointly to the Purchaser and mortgagee where the mortgagee has not notified your Builder or the Administrator in writing of its security interest in the Home prior to such payment. Any mortgagee shall be completely bound by any mediation or arbitration relating to a request for warranty performance between you and the Warrantor.*
7. Prior to payment for the reasonable cost of repair or replacement of warranted items, you must sign and deliver to the Builder or the Administrator, as applicable, a full and unconditional release, in recordable form, of all legal obligations with respect to the warranted Defects and any conditions arising from the warranted items.
8. Upon completion of repair or replacement of a warranted Defect, you must sign and deliver to the Builder or the Administrator, as applicable, a full and unconditional release, in recordable form, of all legal obligations with respect to the Defect and any conditions arising from the situation. The repaired or replaced warranted item will continue to be warranted by this Limited Warranty for the remainder of the applicable period of coverage.
9. If the Warrantor repairs, replaces or pays you the reasonable cost to repair or replace a warranted item, the Warrantor shall be subrogated to all your rights of recovery against any person or entity. You must execute and deliver any and all instruments and papers and take any and all other actions necessary to secure such rights, including, but not limited to, assignment of proceeds of any insurance or other warranties to the Warrantor. You shall do nothing to prejudice these rights of subrogation.
10. Any Warrantor obligation is conditioned upon your proper maintenance of the Home and grounds to prevent damage due to neglect, abnormal use or improper maintenance.



SECTION IV.

ACTIVE SOIL GUIDELINES



SECTION V.

A. Introduction

1. Many areas have soils which are referred to as expansive or active. This type of soil generally contains clay minerals which expand and contract depending on their moisture content. Areas with extended dry or wet periods require special homeowner maintenance and precautions. Improper homeowner maintenance can adversely affect the performance and structural integrity of the foundation constructed on active soils and may void the Limited Warranty on your Home.

To minimize damage caused by shrinking and swelling of expansive soils, you should:

- a. maintain an even moisture content in the soil around the foundation;
 - b. maintain the grading about the foundation;
 - c. maintain the landscaping.
2. **This section lists Homeowner maintenance requirements for Homes constructed on active soils. Your failure to properly maintain your lot can void the Limited Warranty on your Home.***

B. Maintenance

1. Trees and Shrubbery

- a. Trees and shrubbery may absorb large amounts of water daily, reducing the moisture in the soil and causing shrinkage. Soil shrinkage near the foundation causes settlement in that area. Soil in areas around trees and shrubbery must be adequately watered to prevent settlement and shrinkage. In extreme drought, areas around trees and shrubbery will need more water.
- b. Trees especially can damage the structural integrity of the foundation. Root systems of trees can penetrate the foundation, reduce moisture and cause additional damage to the foundation. Precautionary measures may be needed to prevent trees from adversely affecting the foundation. Homeowner maintenance may include the placement of root shields which reduce the absorption of moisture from the soil between the shield and the foundation.
- c. Prior to planting trees and shrubbery, and if existing tree branches extend over your roof or the root system extends into the foundation, you should contact your Builder or those who are experienced in planting trees and shrubbery to discuss proper maintenance options, including the costs involved. Your county Agricultural Extension Office will be able to suggest appropriate plant life and proper

maintenance procedures. Limited Warranty Coverage is conditioned upon proper Homeowner Maintenance.

2. Final Grade

- a. When a Final Grade Certificate is obtained, you should receive a copy from your Builder confirming that the grading (the slope of the ground) around the foundation has been established to cause water to flow away from the Home. It is your responsibility to maintain the grades. Make sure water does not collect or become trapped in localized areas near the foundation. These conditions can cause changes in moisture content that can damage the foundation.
- b. Builders often direct surface water to disposal areas (such as streets, storm sewers, etc.) by way of drainage channels called swales. Swales must be maintained and not left to erode or fill.
- c. Fences installed over drainage swales must be kept off the ground so water can drain properly. Obstructions in the drainage swale can interrupt proper drainage of water from the lot.

3. Landscaping and Yard Maintenance

- a. Maintaining adequate ground cover such as grass is essential to maintaining uniform moisture content in the soil. The presence of ground cover minimizes evaporation of moisture. When watering grass, shrubbery and other plantings, you should use a systematic, uniform manner of watering so soil on all sides of the foundation is kept moist, NOT SATURATED. Just as too little moisture causes soil shrinkage, too much moisture causes swelling. Both conditions can damage a foundation. Areas of soil that do not have ground cover may require additional watering as they are more susceptible to evaporation, causing an imbalance in soil moisture.
- b. Position sprinkler heads so water is directed away from the foundation. Shrubs planted close to the foundation may have to be watered by hand.
- c. When landscaping, be sure that flower beds do not trap water next to the foundation. Planters and curbs often hold water, causing increased moisture in localized areas. This can cause damage to the foundation. If curbs and planters are installed, drainage holes must be provided to maintain balanced soil moisture around the foundation.

4. Gutters and Downspouts

If the Home is equipped with a roof drainage system such as gutters and downspouts, water discharged from the downspouts should be directed to flow a minimum of 5 ft. away from the foundation. When downspout extensions are removed for mowing or other maintenance, they must be returned for proper surface drainage. Rainwater should not be rerouted to flower beds or other areas near the foundation. This can cause localized saturation and uneven moisture which may damage the foundation. Such negligence can void the Limited Warranty on your Home. Placement of gutters and downspouts is a homeowner responsibility if not installed by the Builder.

5. General Information

- a. When very hot and dry conditions exist and soil begins to pull away from the foundation, you should act immediately to correct the situation. If you will be away from Home during these conditions, you should plan to have someone maintain your lot.
- b. Uneven moisture content of the soil surrounding the foundation can cause movement in the foundation. If moisture content in one area is substantially different from another, differential movement can occur which can cause the foundation to bend. Although this may not damage the foundation, it may cause signs of distress such as wall and ceiling cracks, tape separations, doors which swing open or closed on their own, window frames out-of-square, and cracks in brick veneer and mortar joints. You should check the soil conditions around the foundation and correct any problems. Homeowner maintenance is a prerequisite to the Limited Warranty on your Home.



HUD ADDENDUM (Applicable to VA/FHA Financed Homes Only)

SECTION VI.

1. **Section I.B.** — The following definition is added: Emergency Condition is an event or situation that presents an imminent threat of damage to the Home and results in an unsafe living condition due to Defects or Major Structural Defect failures that manifest themselves outside of the Warrantor's normal business hours and precludes you from obtaining prior written approval to initiate repairs to stabilize the condition and prevent further damage.
2. **Section I.B.9. Effective Date Of Warranty** — The following language is substituted: The Effective Date Of Warranty will be the date on which closing or settlement occurs in connection with the initial sale of the Home. In no event will the Effective Date Of Warranty be later than the date of FHA endorsement of your Mortgage on the Home.
3. **Section I.B.15. Major Structural Defects** — The following language is substituted for a.-c.: A Major Structural Defect is actual physical damage to the designated load-bearing portions of a Home caused by failure of such load-bearing functions to the extent that the Home becomes unsafe, unsanitary, or otherwise unlivable. The following language is added: Delamination or rupture of roof sheathing shall be deemed a Major Structural Defect in need of warranty performance.
4. **Sections II.A.5. and II.A.6.** — Foreclosure does not void the Limited Warranty for VA/FHA Financed Homes only.
5. **Section II.C.1. One Year Coverage** — The following language is added: Notwithstanding anything to the contrary contained in this Limited Warranty, during the first year of coverage, your Builder will repair or restore the reliable function of Appliances and Equipment damaged during installation or improperly installed by your Builder. In addition, your Builder will correct Construction Deficiencies in workmanship and materials resulting from the failure of the Home to comply with standards of quality as measured by acceptable trade practices. Construction Deficiencies are Defects (not of a structural nature) in the Home that are attributable to poor workmanship or to the use of inferior materials which result in the impaired functioning of the Home or some part of the Home. Defects resulting from your abuse or from normal wear and tear are not considered Construction Deficiencies.
6. **Section II.D.** — The following statement is added: This agreement is non-cancelable by the Warrantor.
7. **Section II. D.9.** is deleted.
8. **Section II.D.10.** — The following language is added: Repairs to the Home may be made without the prior written authorization of the Warrantor only in the event an Emergency Condition arises that necessitates repairs be made for the sole purpose of protecting the Home from further damage. You must notify the Warrantor as soon as possible, but in no event, later than five (5) days after the repairs have been made in order to qualify for reimbursement. An accurate, written record of the repair costs must accompany your notification.
9. **Section II.E.1.d.** — The following language is substituted: Loss or damage which is covered by any other insurance or for which compensation is granted by state legislation.
10. **Section II.E.1.e.** — The following language is substituted: resulting directly or indirectly from flood, waves, tidal water, overflow of a body of water, or spray from any of these (whether or not driven by wind), water which backs up from sewers or drains, changes in the water table which were not reasonably foreseeable, wetlands, springs or aquifers. Surface water and underground water which cause an unforeseeable hydrostatic condition with resultant damage to the structure are covered.
11. **Section II.E.2.d.** is deleted.
12. **Section II.E.2.m.** — The following language is substituted: Any portion of a public Water Supply System, including volume and pressure of water flow.
13. **Section II.E.2.o.** — The following language is substituted: Any portion of a public Sewage Disposal System, including design.
14. **Section II.E.2.p.** is deleted.
15. **Section II.E.5.** — The following language is substituted: Consequential Damages to personal property are excluded. Consequential Damages to real property as a result of a Defect or repair of a Defect are covered.
16. **Section II.E.9.** — The following language is added: Warranted Defects repaired as a result of emergency property protection measures as described and defined in this addendum are covered.
17. **Section III.A.**
 - a. **SITE WORK**— The following language is substituted:
 - (1) **3.18 (Action Required)** If final grading was performed by the Builder, he will replace fill in excessively settled areas.
 - b. **FLOOR COVERING** — The following language is added:
 - (1) **4.26 (Observation)** Gaps or cracks between finished floor boards. **(Action Required)** Builder will correct gaps or cracks which exceed 1/8 in. in width. **(Comments)** Finished wood floors expand and contract due to humidity changes in your Home. Cracks and gaps which shrink and disappear in non-heating seasons are considered normal.
 - (2) **4.27 (Observation)** Cupping, crowning or loose finished floor boards. **(Action Required)** Builder will correct only if caused by a Defect in installation. **(Comments)** Finished wood flooring cups from gaining or losing moisture on one side faster than the other. Some cupping and crowning should be considered normal due to growth rings in the tree and the part of the tree used. The Builder is not responsible for natural properties of the product, or for climatic conditions and personal living habits which can affect moisture content of floor boards. Cupping or crowning action may have loosened nails or adhesive. Owner is responsible if condition is caused by conditions beyond Builder's control.
 - (3) **4.28 (Observation)** Ceramic tile cracks or loosens. **(Action Required)** Builder will correct only if documented prior to occupancy. **(Comments)** Owner is responsible for establishing a pre-closing walk-through inspection list.
18. **Section III.B.6.** — The following language is added: **(Observation)** Septic system fails. **(Action Required)** Builder will correct if damage is due to poor workmanship or materials, which are not in conformance with Sewage Enforcement Officer's instructions as per design and installation only. **(Comments)** Builder is required to abide by state or local requirements for the installation of on-site sewage disposal system. Any deficiency or failure which occurs or is caused by a condition other than faulty workmanship or materials, such as design, is not covered by this Limited Warranty. Owner is responsible for routine maintenance of system, which may include, but not be limited to: pumping the septic tank; adding chlorine to a chlorinator; and refraining from driving or parking vehicles or equipment on the system. Damages caused by freezing, soil saturation, underground springs, water run-off, excessive use and an increase in level of water table are among causes not covered by this Limited Warranty.
19. **Section IV.E. Arbitration** — The following language is added: The judicial resolution of disputes is not precluded by this warranty and may be pursued by the homeowner at any time during the dispute resolution process.
20. **Section IV.E. Arbitration** — Because HUD does not require mandatory arbitration, the following is deleted: Since this Limited Warranty provides for mandatory binding arbitration of Unresolved Warranty Issues, if any party commences litigation in violation of this Limited Warranty, such party shall reimburse the other parties to the litigation for their costs and expenses, including attorney fees, incurred in seeking dismissal of such litigation.
21. **Section IV.F.3. and F.4.** — The following language is substituted: In the first two (2) years, if your Builder does not fulfill its obligations under this Limited Warranty, the Insurer will be responsible for your Builder's obligations, subject to a one-time warranty service fee of \$250. The Insurer's liability in Years 3 through 10 under this Limited Warranty is subject to a warranty service fee of \$250 per request for warranty performance. In each instance, you must pay the fee prior to the Insurer's repair or replacement. In the event of payment, the fee will be subtracted from the cash payment.
22. **Section IV.F.6.** — The following language is added: Where a warranted Defect is determined to exist and where the Warrantor elects to pay the reasonable cost of repair or replacement in lieu of performing such repair or replacement, the cash offer must be in writing. You will be given two (2) weeks to respond. Cash offers over \$5,000 are subject to an on-site review by a HUD-approved fee inspector (inspection costs will be paid by the Warrantor) unless:
 - a. the cash offer is made pursuant to a binding bid by an independent third party contractor, which will accept an award of a contract from you pursuant to such bid;
 - b. payment is being made in settlement of legal action;
 - c. you are represented by legal counsel.
23. **Section V.A.2.** is deleted.