# WELCOME HOME







New Home Orientation Guide

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Dear New Homeowner:

Congratulations on your decision to purchase a new home from Woodside Homes. We share your excitement about your new residence and look forward to having you work with us to have your home built.

The *Woodside Homes Homeowner Guide* has been designed to assist you during and after the purchase of your home. The information presented here will answer many questions and prepare you for each step of the new home experience, making this exciting time easier. In addition to guiding you through the process of purchasing and building, this guide provides you with maintenance guidelines and a description of our limited warranty program, component by component.

Please take time to review this material thoroughly. We suggest that you bring this guide to all meetings. As we progress, you will add items to it. When complete, your guide will provide a useful record of information about your new home.

If you need clarification or additional details about any topic discussed, please give us a call. We are delighted to welcome you as part of the Woodside Homes family and are always ready to serve you.

Sincerely,

Scott A. Hoisington Regional President Woodside Homes of Northern California, Inc.

# What Happens Next

# AN OVERVIEW OF YOUR NEW HOME EXPERIENCE

Purchasing a new home is an exciting experience. The process is also complex, with many details to be decided and arranged. While Woodside Homes is building your new home, you participate by taking care of several important aspects of your purchase. The chronological list that follows outlines the events that typically take place in the purchase of a new home. Where time frames are specified, you need to observe them in order for us to deliver your home on schedule.

#### **Purchasing Your Home**

The purchase and sales agreement and various addenda constitute the legal understanding regarding the purchase of your new home. Please read the purchase agreement and all attachments carefully. As with any legal agreement, you may wish to have your attorney review it.

#### **Applying for Your Loan**

Once you have signed the purchase agreement, finalizing the details for financing is next. To assist you, we suggest using First Mortgage or Provident Bank, our preferred lenders, or another lender appropriate for your specific financial situation. The section, Applying for Your Loan, contains hints and information on the loan process. Within 5 business days, loan application must be made with First Mortgage, Provident Bank or your other lender.

#### **Your New Home Selections**

The New Home Selections section of this guide will assist you in the exciting process of personalizing your new home with your selections.

#### **Construction of Your Home**

We invite you to tour your new home with us at several points during construction. We also expect and welcome your casual visits to the site. Please read the section, Construction of Your Home, for guidelines on safety, security, and work in progress. Please bring this guide to all our meetings.

#### **Homeowner Orientation**

The homeowner orientation has two purposes. The first is to demonstrate the features of your home and discuss maintenance and our limited warranty program. Equally important, we want to confirm that we have delivered your new home at the quality level shown in our model homes and with all your selections correctly installed. For detailed information, please review the section titled, Homeowner Orientation.

#### **Closing on Your Home**

The section, Closing on Your Home, describes the documents you will sign and other important details about the closing process. We have included guidelines to assist you in preparing for closing and move-in.

#### Your Feedback and Suggestions

Our desire to maintain open communication with you extends through the buying process and after your move-in. In an effort to improve the product and service we provide, we welcome your comments on how we've performed. We survey our customers several times after move-in. Our goal is to build the best home and the best customer relationship possible. Your feedback helps us reach that goal.

As time passes, if your housing needs change, we are ready at any time to build you another home. We also appreciate your referrals. Our office is always happy to provide you with information about where we are currently building and the products we offer.

# Who's Who

# SOME NAMES YOU SHOULD KNOW

Two-way communication is vital to a mutually satisfactory relationship. Understanding what is happening and knowing who to contact can smooth the home-buying process. We believe it is our responsibility to establish and maintain clear lines of communication. The professionals listed below are glad to assist you or find the answers to your questions.

Sales Professional Superintendent Lender Interior Designer Title and Escrow Company Warranty Office Real Estate Agent

# **Applying for Your Loan**

If you haven't already chosen Pacific Sunbelt Mortgage or Caliber Home Loans as your lender, the first item you'll need to take care of is the selection of a lender and completion of a mortgage application. Plan to accomplish this within five business days of signing your purchase agreement. Take the completed purchase agreement with you when you first visit your lender.

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

# LOAN APPLICATION CHECKLIST

The amount of documentation and information required for a mortgage can seem overwhelming. You can facilitate the application process by collecting as much of the needed information as you can before your appointment. The checklist that follows is a general guide to assist you with the loan application. Some of the items listed may not apply to you and your lender will probably request some items that we have not mentioned, but this list will get you off to a good start.

#### **Property Information**

\_\_\_\_The purchase agreement will include the legal description of the property and the price.

#### **Personal Information**

\_Social Security number and driver's license for each borrower.

\_\_\_\_Home Address for the last two years.

- \_\_\_\_Divorce decree and separation agreements, if applicable.
  - \_\_\_\_Trust agreement, if applicable.

#### Income

\_\_\_\_Most recent pay stubs.

- \_\_\_\_Documentation on any supplemental income such as bonuses or commissions.
- \_\_\_\_Names, addresses, and phone numbers of all employers for the last two years.
- \_\_\_\_\_W-2s for the last two years.
- \_\_\_\_\_If you are self-employed or earn income from commissioned sales, copies of last two

years of tax returns with all schedules and year-to-date profit and loss for current year, signed by an Accountant.

\_\_\_\_\_Documentation of alimony or child support, if this income is considered for the loan.

#### **Real Estate Owned**

\_\_\_Names, addresses, phone numbers, and account numbers of all morgage lenders for the last seven years.

\_Copies of leases and two years of tax returns for any rental property.

\_\_\_\_Market Value estimate.

#### **Liquid Assets**

Complete names, addresses, phone numbers, and account numbers for all bank, credit union, 401K, and investment accounts.

\_\_\_\_Copies of the last three months statements for all bank accounts.

\_\_\_\_Copies of any notes receivable.

\_\_\_\_\_Value of other assest such as auto, household goods, and collectibles.

\_\_\_\_Cash value of life insurance policies.

\_\_\_\_Vested interest in restirement funds or IRAs.

#### Liabilities

- \_\_\_\_Names, account numbers, balances, and current monthly payment amounts for all revolving charge cards.
- \_\_\_\_Names, addresss, phone numbers, and account number for all installment debt and approximate balances and monthly payments for such items as auto loans and mortgages.

\_\_\_\_Alimony or child support payments.

\_\_\_\_Names, addresses, phone numbers, and account numbers of accounts recently paid off, if used to establish credit.

Please note that you will be asked to pay for a credit report and an appraisal upon signing the application.

# LOAN PROCESSING

Once you have given all preliminary information to your loan officer, your lender sends verification forms to your employers, banks, and current mortgage company or landlord and also orders a credit report and appraisal. You sign a release to authorize these steps. Your lender will provide you with a Good Faith Estimate and a Truth-in-Lending Disclosure.

The Good Faith Estimate lists the costs you will incur at closing. Some of the numbers listed on this form are prorations, subject to change based on the actual date of the closing. Others are set fees that should remain the same.

The Truth-in-Lending Disclosure shows the total cost to you, over the term of the loan, for your specific financing. The calculation is based on the assumption that you own the home and make regular payments throughout the term of the loan.

The lender sends Verification of Employment (VOE) forms to all employers for the last two years. The employers complete, sign, and return the forms to the lender. The forms show the dates of employment, the amount of money you earned last year, and how much you have earned so far this year. The VOE documents bonuses and overtime you earned.

Verification of Deposit (VOD) forms go to each banking institution listed on your application. The institutions indicate the date you opened each account, average balances for the last three months, and the amount of money you have in each account on the day they complete the form. Any loans or overdraft accounts you have with the bank will also be shown.

Mortgage companies and landlords complete Verification of Mortgage (VOM) forms. These show the lender how much you owe, the amount of your monthly payment, and whether you make your payments by the due date.

Your credit report shows the amounts of money you owe to each of your creditors, minimum monthly payments, your payment history and credit score. The appraisal confirms the value of the home you are purchasing for you and your lender.

Typically, a few weeks pass as these reports and forms are returned to the lender. If any delays are encountered, the loan officer may contact you for assistance. The credit reporting agency may call you to verify that the information they have gathered is correct.

Once the loan processor has collected this standard documentation, you may be asked to write letters describing your assets, income, or credit. Few loans are finalized without requests for additional information just before the package is submitted to the underwriter for final approval. At this point you may become frustrated with the loan process. Please remember that your lender requests these letters to assist you in obtaining your financing. Do not hesitate to discuss your concerns with your loan officer. Perhaps he or she can provide some additional insight on what may seem to be redundant requests.

Before the processor submits your file to the underwriters for final approval, he or she will verify the final sales price. Make sure that copies of all addenda, such as construction orders signed after the original purchase agreement was completed, have been sent to the lender. This assists the lender in determining the exact loan amount. If new construction orders affect the total price after this point, you may have to resubmit your loan application for the higher amount or the lender may ask you to pay for the additional items in cash.

#### Loan Approval

During your first meeting, you and your lender determined that you were pre-qualified to purchase a home with Woodside Homes. This allows you to enter into a Purchase and Sales Agreement and us to start the home even though final approval is still pending. You will discuss additional items that you may need to obtain final loan approval. Within four weeks after your first meeting with the lender, you should receive loan approval. If any of the documents requested have not been returned to the lender in a timely manner, approval may take longer and this could jeopardize your ability to complete the purchase of the home.

#### Contingencies

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

### Loan Lock

The only thing anyone knows for certain about interest rates is that they will change. Do not rely on anyone's predictions regarding rates. Locking your rate prematurely can result in extra expense if your new home is not complete in time to close within the lock period. We are happy to update you throughout the process of construction on the expected delivery date. Until we reach a point in construction where factors outside our control can no longer affect the delivery date, the decision to lock your loan is at best a gamble.

### What You May Expect Following the Loan Application

Within a few days of your mortgage application your lender will be able to give you a preliminary evaluation and possibly a preliminary approval based on the information you have provided. Please understand every lender is required to do some "digging." Don't be troubled by the credit checks, confirmation of earnings, assets, etc. It is just a required part of the lending business for all applicants.

Your lender will often need additional information or clarification from you or others. Your cooperation is extremely important, as the lender cannot proceed without the additional information or documentation. If you have questions regarding your loan approval status or other details, please do not hesitate to call your loan officer and/or your sales professional.

When the lender has received verification on all required elements, it will submit your completed file for final approval.

Mortgage approval occurs after the lender's underwriters have approved your application for a mortgage and must be within 30 days of you signing the Purchase and Sale Agreement. You will then be notified. This time frame is approximate and may vary significantly based on your particular situation. You will be required to provide a copy of your final loan approval/ commitment letter to Woodside as soon as you receive it.

Your lender will provide Truth-in-Lending and estimated closing cost statements. These are only estimates of the possible charges. Your costs at closing may be somewhat different, but these estimates will give you a guide for planning the dollar amount you will need at closing.

Lending Institution:		
Location:		
Address:		
Date:	Time:	AM/PM:
Meeting With:		
Directions:		

# **New Home Selections**

Part of the fun of buying a new home is selecting finish materials and colors. You will make some of these choices at the sales office and others at our suppliers' showrooms.

# **SELECTION HINTS**

Woodside Homes provides you with a list of option selections that you need to make at time of contract. Schedule a time to visit our suppliers' Design Center to make your flooring and other color selections as soon as possible. A Design Center appointment needs to be scheduled within 5 days and finalized within 15 days of signing your purchase agreement. Your prompt completion of these selections helps prevent the delays caused by backorders.

Please be thorough. Our options selection sheets are very detailed. Review them with your sales professional completely. Costly errors arise from assumptions and incomplete selections. Options and decorating choices that raise the price of the home, such as those for floor coverings, countertops, or structural options, etc., will require additional deposits. Although such amounts can be credited to you at closing and subsequently added to your mortgage, they are required at the time you select your options.

You are welcome to bring cushions or swatches to showrooms to coordinate colors. View color samples in both natural and artificial light to get an accurate impression of the color. Variations between samples and actual material installed can occur. This is due to the manufacturer's coloring process (dye lots) and to the fact that over time, sunlight and other environmental factors affect the samples.

For exterior colors, the city, homeowners association and/or selections your future neighbors have already made may limit some of your choices for exterior finish materials. The sooner you can make your selections, the greater the number of choices you have. Driving through the area to view existing homes is one way to select exterior colors. Selections often look different on a full-size home.

We reserve the right to place a hold on your selections until your lender has approved your loan and all contingencies are released. If suppliers have discontinued any of your selections, we will contact you and ask you to make an alternate selection within five days. Occasionally, a home is already under construction and Woodside Homes has made some or all of these choices.

# **Construction of Your Home**

The construction of a new home differs from other manufacturing processes in several ways. By keeping these differences in mind, you can enjoy participating in the construction process and assist us in building your new home:

- As a consumer, you rarely have the opportunity to watch as the products you purchase are created. Your new home is created in front of you.
- You have more opportunity for input into the selection of options and finish details of a new home than for most other products. Our success in personalizing your home depends on effective communication.
- Because of the time required for construction, you have many opportunities to view your home as it is built, ask questions, and discuss details.

You have the opportunity to meet with us at several points in this process. The first of these is a preconstruction conference with your sales professional at the point of sale, where we review your home plans, selections, and the changes you have requested. At that time, we provide an overview of the construction process and answer your questions.

We also invite you to schedule a review at the frame completion stage. At this meeting, you will have our undivided attention. You will meet with your sales professional and superintendent. We discuss questions you have, review the target delivery date, and confirm that we have correctly installed your selections. Please bring this guide to all scheduled meetings. If you are unable to meet, be assured that your sales professional and superintendent will complete the meeting in your absence.

We understand that you will want to visit your new home between these construction reviews. Whether you are on site for a routine meeting or a casual visit, we ask that you keep the following points in mind.

# SAFETY

A new home construction site is exciting, but it can also be dangerous. Your safety is of prime importance to us. Therefore, we must require that you contact Woodside Homes before visiting your site. We reserve the right to require that you wear a hard hat and that a member of our staff accompany you during your visit. Please observe commonsense safety procedures at all times when visiting:

• Keep older children within view and younger children within reach, or make arrangements to leave them elsewhere when visiting the site.

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

# PLANS AND SPECIFICATIONS

The building department of the city or county where your home is to be located must review and approve the plans and specifications for your home. We construct each home to comply with the plans and specifications approved by the applicable building department. Your specifications become part of our agreements with trade contractors and suppliers. Only written instructions from Woodside Homes can change these contracts.

#### **Regulatory Changes**

From time to time, city or county agencies adopt new codes or regulations that can affect your home. Such changes are usually adopted in the interest of safety and are legal requirements with which Woodside Homes must comply. The codes and requirements in effect for each area can vary. Therefore, builders may construct the same floor plan slightly differently in two different jurisdictions or at two different times within the same jurisdiction.

#### **Individual Foundation Changes**

Another area where variations among homes can appear is in the foundation system. The foundation design is specific to each subdivision and possibly each lot. Based on the results of a soil test, an engineer determines which foundation system to use. Because of variations in soil conditions among lots, your foundation may differ from your neighbors' foundation or that of the same home in another neighborhood.

#### **Changes In Materials, Products, and Methods**

The new-home industry, building trades, and product manufacturers are continually working to improve methods and products. In addition, manufacturers sometimes make model changes that can impact the final product. As a result, we may use methods or materials in your home that differ from those in our model or other homes.

In all instances, any substitution of method or product will have equal or better quality than that shown in our models or other homes. Since such substitutions or changes may

become necessary due to matters outside our control, we reserve the right to make them without notification.

#### **Natural Variations**

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

# QUALITY

Our company will build your new home to the quality standards demonstrated in our model homes. Each new home is a handcrafted product-combining art, science, and raw labor. The efforts of many people with varying degrees of knowledge, experience, and skill come together. We coordinate and supervise these contributions to produce your new home.

From time to time during a process that takes several months and involves dozens of people, an error or omission may occur. We have systems and procedures for inspecting our homes to ensure that the level of quality meets our requirements. We inspect every step of construction and are responsible for quality control. In addition, the county, city, or an engineer conducts a number of inspections at different stages of construction. Your home must pass each inspection before construction continues.

We also respect your interest and appreciate your attachment to the new home. Therefore, your

input into our system is welcome. However, to avoid duplication of efforts, confusion,

misunderstandings, or compounding errors, we ask that you do one of two things:

- Bring your concern up at one of the scheduled construction reviews.
- Between those meetings, complete the Our Customer Wants to Know form included at the end of this section. Simply send or fax the completed form to our sales office. We will note the date and time it was received and will call you within a few business days with a response.

During the construction process, every home being built experiences some days when it is not at its best. Homes under construction endure wind, rain, snow, foot traffic, and activities that generate noise, dust, and trash. Material scraps are a by-product of the process. Although your new home is cleaned by each trade upon completion of their portion of the work, during your visits you will encounter some messy moments. Keep in mind that the completed homes you toured also once endured these "ugly duckling" stages.

# **TRADE CONTRACTORS**

Your home is built through the combined efforts of specialists in many trades-from excavation and foundation, through framing, mechanicals, and insulation, to drywall, trim, and finish work. In order to ensure you the highest possible standard of construction, only authorized suppliers, trade contractors, and Woodside Homes employees are permitted to perform work in your home.

Woodside Homes' suppliers and trade contractors have no authority to enter into outside agreements when building a Woodside Home. For your protection and theirs, the terms of our trade contractor agreements prohibit alterations without written authorization from Woodside Homes. Their failure to comply with this procedure can result in termination of their contract.

### SCHEDULES

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

#### **Delivery Date Updates**

We will update you on the estimated delivery date at each of our construction meetings. You are also welcome to check with us for the most current target date. As completion nears, more factors come under our control and we can be more precise about that date. Expect a firm closing date no earlier than 30 days before delivery.

We suggest that, until you receive this commitment, you avoid finalizing arrangements for your move. Until then, flexibility is the key to comfort, sanity, and convenience. We want you to enjoy this process and avoid unnecessary stress caused by uncertainty that cannot be avoided.

#### "Nothing's Happening"

Expect several days during construction of your home when it appears that nothing is happening. This can occur for a number of reasons. Each trade is scheduled days or weeks in advance of the actual work. This period is referred to as "lead time." Time is allotted for completion of each trade's work on your home. Sometimes, one trade completes its work a bit ahead of schedule. The next trade already has an assigned time slot, which usually cannot be changed on short notice.

Progress pauses while the home awaits building department inspections. This is also part of the normal sequence of the construction schedule and occurs at several points in every home. If you have questions about the pace of work, please contact our office.

# **Our Customer Wants to Know**

Date:

Home Buyer:

Phone:

Address:

Response

By: Date:

# **Homeowner Orientation**

Congratulations! Your homeowner orientation day is finally here! **Today there are six important points that we want to cover with you as part of this process.** Our goal is to set clear expectations for you as you go through the new home buying experience.

#### Today we will...

- Walk through your home and complete your Orientation Checklist.
- 2. Visit your online account.
- 3. Discuss who is responsible for the various needs of your home.
- 4. Explain how you can get the service you deserve.
- 5. Prepare you for emergency situations, should they arise.
- 6. Review forms and our customer survey.

### What to Expect...

#### **Orientation Checklist**

- Applies to quality of workmanship
- Physically mark items needing attention

#### You Should Know

- Your Orientation takes about 2 hours
- Finishing touches are typically the last items to be completed
- Limited warranty excludes damage caused by moving in

#### Did You Check?

- Do the breakers work?
- Hot and cold water?
- Where are the gas meter & shutoffs located?
- Did you tour your online website?

### YOUR NEW HOME ORIENTATION

The new home orientation is an introduction to your new home and its many features a meeting that goes beyond the traditional walk-through to include a detailed demonstration of your home and review of information on its maintenance. The orientation occurs in two meetings. The first is to review the quality of construction and to orient you to your new home. The second walk-through is to make sure most if not all the deficiencies found on the first walk are complete and to answer any questions you may have about the Warranty and the guide. The two walks are scheduled five business days apart.

The orientation is the first look at your newly completed Woodside home. Prior to the close of escrow on your new home, the Woodside representative will conduct the orientation and demonstrate the features of your new home. The orientation is your opportunity to inspect and review the features of your new home. If any discrepancies or problems are found during your inspection, they should be documented on the orientation form that will be completed by you and the Woodside representative. It is your responsibility as the homeowner to review the orientation form to ensure that all items that you request to be addressed have been documented on the form.

Take time during the orientation to discuss the features of your new home with the Woodside representative. This is a good time to make sure that you know how the various features operate and that you know the locations of the utility controls and shutoffs.

At the conclusion of your orientation, the Woodside representative will ask that you sign the orientation form to indicate that you accept your new home and that all items for which you request corrective action are recorded on the orientation form. All items that need attention must be recorded on the orientation form. All items noted on the form are subject to approval by Woodside Homes management, and certain items may not be approved for corrective action if Woodside Homes management determines that such items have been built in a manner consistent with the purchase agreement for the home and any addenda thereto, performance guidelines, standards in the construction industry, building codes, or applicable state law. Only items which do not meet such standards will be corrected.

Pay careful attention to cosmetic details such as chips, scratches, dents, stains and spots because if they are not brought to our attention during the walk-through, we must assume that the damage occurred after your move-in, and no corrective action will be taken.

We will attempt to complete prior to move-in those items that are noted on your orientation form and accepted by Woodside Homes. We allow five business days from completion of the new home orientation to complete the documented corrective items.

In some cases it will not be possible to complete all of the items noted on the orientation form prior to close of escrow. It may be necessary to order parts or supplies which have lead times longer than the five-day period. In the event there are items which are not complete prior to move in, it will be necessary for you to provide us access to your home after you move in during regular weekday business hours.

We will attempt to schedule the repairs at your convenience during regular business hours. Service work may be delayed if you have special scheduling requirements. Service calls are scheduled between the hours of 8 a.m. and 4 p.m. Monday through Friday. We do not offer weekend appointments. An adult homeowner must be present for all appointments or the service work will not be conducted.

#### **60-Day Courtesy Notice**

Congratulations!!

We hope you are enjoying your new Woodside Home. Now that you have had some time to move into your new home, we would like to reach out and offer to review any concerns that are covered by the One-Year Plan or Limited Warranty. We can also review with you some preventative maintenance procedures that you can perform to help maintain your home. You will need to submit a Request for Service for this appointment. After closing your home you may notice certain items that may require corrective action. If these items are not emergencies, please make a note of them and address them with our staff. Please send all Request For Service to the email or address below.

Remember, cosmetic items such as chips, scratches, dents, stains, spots or other damages caused by the owner that are not documented on the original orientation form are the homeowner's responsibility.

#### **10-Month Courtesy Inspection**

#### Happy Anniversary!!

As you approach your 1- year anniversary with your Woodside Home, we would like to reach out to you to discuss any comments, questions or concerns about your home prior to your 1 year anniversary. Please submit any warrantable comments, questions or concerns with the Request for Service form found in your New Home Orientation Guide (we have included one for your convenience) and submit it via email or mailing it to the address below.

Remember, cosmetic items such as chips, scratches, dents, stains, spots or other damages caused by the owner that are not documented on the original orientation form are the homeowner's responsibility.

#### **Requests for Service**

Requests for Service may be submitted at any time during your one-year warranty period. Attached to the Back of your New Home Orientation Guide you will find a Request for Service form. Please Mail or e-mail to the following: NorCalService@woodsidehomes.com.

### SCHEDULING

We schedule the orientation with you as your home nears completion. Appointments are scheduled Monday through Friday during normal business hours. We meet at your new home. The first orientation occurs five business days before closing. The second orientation usually happens on the day before or same day you close and receive the keys to your new home. Expect your orientation to take approximately two to three hours.

# **ORIENTATION FORMS**

We will provide copies of the forms we use at the orientation. In addition, the suggestions that follow will help you derive the greatest benefit from your orientation.

# PREPARATION

Allow enough time. We expect the orientation to take two to three hours. By arranging your schedule so you can use the full amount of time allotted, you will derive maximum benefit from the orientation. If you have questions about home maintenance or the limited warranty coverage, make note of them to bring up at the orientation. If you have not already done so, please read the Maintaining Your Home section of this guide before the orientation.

Past experience has shown that the orientation is most beneficial when buyers are able to focus all their attention on their new home and the information we present. Although we appreciate that friends and relatives are eager to see your new home, it would be best if they visit at another time. Similarly, we suggest that, if possible, children and pets not accompany you at this time.

If a real estate agent has helped you with your purchase, he or she is not required to attend. If you would like to have a friend or real estate agent view the home with you, we encourage you to do this before our scheduled orientation.

# ACCEPTANCE

In addition to introducing you to your new home, the orientation is also an opportunity for you and Woodside Homes to confirm that the home meets the quality standards shown in our model homes and that we have completed all selections and changes. We note details that need attention on the orientation forms.

Cosmetic surface damage caused during construction is readily noticeable during the orientation. Such damage can also occur during the move-in process or through daily activities. Therefore, *after we correct any items noted during the orientation, repair of cosmetic surface damage is your responsibility. This includes paint touch-up. Our limited warranty excludes cosmetic damage to items such as.* 

- Sinks, tubs, and plumbing fixtures
- Countertops and cabinet doors
- Light fixtures, mirrors, and glass
- Windows and screens
- Tile, carpet, hardwood, and resilient flooring
- Doors, trim, and hardware
- Paint and drywall
- Finish on appliances

# **COMPLETION OF ITEMS**

Woodside Homes takes responsibility for resolving any warranted items noted. We will complete most items before your move-in. If work needs to be performed in your new home after your move-in, construction personnel are available for appointments Monday through Friday 8 a.m. to 4 p.m. Under normal circumstances, you can expect us to resolve all items within a few weeks. We will inform you of any delays caused by back-ordered materials. Please note that we will correct only those items listed. No verbal commitments of any kind will be honored by Woodside Homes.

# **FUTURE SERVICE**

Woodside Homes responds to warranty items according to the terms and conditions of the Woodside Homes Limited Warranty. For more details, review the Limited Warranty.

### WHAT HAPPENS DURING MY ORIENTATION?

Your homeowner orientation is an introduction to your new home and your chance to make sure that your expectations are set and met. The Orientation Checklist that is provided on the following pages will help you ensure that you check each area of your new home.

During your homeowner orientation we will:

- Follow a set route to ensure we cover everything.
- Go through your orientation checklist (located on the next page).
- **Demonstrate** your new home's features.
- Review the key points of maintenance and your warranties.
- **Confirm** that we installed selections and options as you ordered them.

At your homeowner orientation, you will receive:

- A list of emergency phone numbers for critical trade contractors, such as heating and plumbing, who might be needed after hours or on weekends.
- The manufacturer's literature for the furnace, water heater, and other consumer products.
- Copies of completed orientation forms. We suggest you keep them with this guide.

#### How to Use the Orientation Checklist

Cosmetic surfaces should be in acceptable condition. Use this list as you walk through your home and mark off each component that you inspect and accept. If a component is not applicable to your home, check the N/A box. There is a place for additional notes on the next page.

#### TAKE IT STEP BY STEP

Follow the prepared route. It covers both interior and exterior of the home.

- Follow the prepare route. It covers both interior and exterior of the home.
- 2. Look for details not in acceptable condition.
- 3. Punch list items that need attention. Write down all these items on your checklist.
- 4. Learn about the amenities of the home.
- 5. Review your online account for maintenance and warranty information.



- 6. Ask questions!
- 7. Follow up on items that required attention during the orientation.
- 8. Pick up your keys!

### YOUR ORIENTATION CHECKLIST

$\checkmark$	N/A	Component	Notes
Outside			
		Yard: Drainage (grading/swales)	
		Yard: Landscaping	
		Yard: Irrigation system/sprinklers	
		Yard: Hardscape/Patio (concrete surfaces)	
		Yard: Perimeter Walls/Fencing	
		Yard: Mailbox	
		House: Stucco, Siding, Stone	
		House: Roofing	
		House: Deck	
		House: Trim/Accents	
Garage			
		Garage Door and Opener	
		Fire Alarm/Sprinkler System	
Kitchen			
		Appliances	
		Sink and Faucet	
		Cabinets	
		Countertops/Backsplash	
		Hardware (knobs, etc.)	
Bathroon	ns & Laui	ndry	
		Cabinets	
		Countertops/Backsplash	

$\checkmark$	N/A	Component	Notes
		Exhaust Fans	
		Faucets	
		Hardware (towel racks, knobs, etc.)	
		Mirrors and Medicine Cabinets	
		Sinks/Toilets	
		Showers/Tubs/Surrounds	
		Tile/Stone Walls	
		Washer/Dryer	
Flooring	& Walls		·
		Caulking	
		Drywall/Paint/Trim	
		Flooring: Carpet	
		Flooring: Wood	
		Flooring: Stone/Tile	
		Flooring: Vinyl	
Doors &	Windows		
		Interior Doors	
		Exterior Doors	
		Door/Window Hardware	
		Windows/Screens	
General			
		Climate Control (heater/air conditioner)	
		Electrical Fixtures (GFCI, breaker panel)	

N/A	Component	Notes
	Fireplace(s) (doors, flue, etc.)	
	Lighting Fixtures	
	Security System	
	Smoke Detectors	
	Water Heater	

NOTES:

# **Closing Your Home**

Woodside Homes recognizes that timing is vitally important in planning your move and locking in your loan. We can specify an exact delivery date when construction reaches a point at which weather and other factors are unlikely to affect completion of your home. This occurs no earlier than 30 days before closing. Until then, many factors can influence the schedule:

- Weather can delay getting the foundation in and can affect framing, roofing, and exterior finish.
- Material shortages and labor strikes may also affect the construction schedule.
- If you are delayed in responding to a request from your lender, this can affect work progress.
- Construction orders signed after the original purchase agreement has been completed can add to the schedule.

# DATE OF CLOSING

The closing on your new home takes place when the deed to the property is recorded with the county in which the home is being constructed. Approximately five business days before the deed is to record, the title company will contact you to sign all your closing documents. Once complete, your lender will receive their documents and fund the loan for closing. We typically try to have you sign the closing documents on the first orientation and record the deed for closing on or just after your second orientation.

# LOCATION OF CLOSING

The closing on your new home takes place at the title company. We will confirm the location with you when we set the appointment.

# **CLOSING DOCUMENTS**

At closing, the documents necessary to convey your new home to you and to close the loan from the mortgage company will be executed and delivered. In addition to these standard items, the lender, the title company, and Woodside Homes may require other documents to be signed. The principal documents typically include the following:

• **General Warranty Deed** — The general warranty deed conveys the home and lot to you, subject only to permitted exceptions.

- Title Commitment At or before closing, the Title company will deliver to you a standard form for an Affiliated Land Title Association (ALTA) owner's title insurance commitment to insure salable title of your home to you in the amount of the purchase price, subject to the permitted title exceptions that may be described in the purchase agreement. Review the title commitment carefully. Discuss any questions with your title company. Within 60 days after the closing, the title company mails a standard ALTA owner's title insurance policy, insuring you the title to your home in accordance with the commitment you received at closing. Keep the title insurance policy with your other valuable papers.
- Woodside Homes Limited Warranty We provide a copy of the Limited Warranty in this guide for your review. Please read it thoroughly.
- **Promissory Note** The promissory note is from you, payable to the lender in the principal amount of the loan, plus interest. One-twelfth of your annual taxes and homeowner's insurance will be added to the principal and interest payment to determine your total monthly payment.
- **Deed of Trust** This encumbers your home as security for repayment of the promissory note.

# **CLOSING EXPENSES**

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

### "THE FINAL NUMBER"

The final cost figure is available near the actual closing. Although a reasonably close estimate may be determined before the date of closing, the proration of several items included is affected by the closing date and cannot be calculated until that date is known.

# PREPARATION

Plan to bring a cashier's check made out to the title company to your signing appointment. In your planning, be sure to allow time to arrange for and obtain these funds. In addition, please keep the following items in mind:

• **Documents** — The Real Estate Settlement Procedures Act (RESPA) provides you with many protections. Under this law, you can review the settlement page that lists costs you are paying at closing one day before the signing appointment. Although these

documents are not negotiable and thousands of home buyers have signed them, you should read them.

- **Insurance** You need to provide proof of a homeowner's policy from your insurance company. Your insurance agent should know exactly what is needed. We suggest you arrange for this at least three weeks before the expected closing date.
- Woodside Homes or Lender Issues The title company is not authorized to negotiate or make representations on behalf of any of the parties involved in the closing. Therefore, please discuss any questions, agreements, or other details directly with us or your lender in advance of the closing.
- Utilities Woodside Homes will have utility service removed from its name three days after closing. You will need to notify all applicable utility companies of your move so that service is provided in your name. We suggest that you contact these companies well ahead of time to avoid any interruption in service. Utility company phone numbers are provided in this book to assist you in making these arrangements.

## **PART THREE**

# One-Year Plan Performance Guidelines

These guidelines are provided to describe normal characteristics and occasional problems that occur in a home and its yard areas and what the Homeowner should expect as to the performance of items during the One-Year Plan Period. These guidelines also provide the criteria by which the items listed would or would not be addressed by the One-Year Plan and what action will be taken by the Seller on the addressed items.

Where specific performance guidelines are not listed, the applicable performance guideline for the item under the One-Year Plan will be the Residential Construction Performance Guidelines published by the National Association of Home Builders in effect at the time of closing on the home shall apply, and if not addressed by such guidelines, then the performance guideline shall be the practice for workmanship and materials accepted in the residential home building industry for the geographic area in which the home was built at the time of the home's original close of escrow.

The performance guidelines and corrective action described herein apply only to the term of the One-Year Plan, and are not applicable to the "Home Builder's Limited Warranty." Seller is not responsible for repairs by anyone not directly employed or contracted by the Seller or the costs associated with them.

The term "Seller's Representative" in this document may include an employee of the home's builder / general contractor, which has agreed to provide service work for the home. "Seller's Representative" shall not include any subcontractor or employee of a subcontractor.

Dne-Year Plan Performance Guidelines
 Part Three

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#### CABINETS

This section refers to all of the cabinetry installed in the home. It describes the attributes and occasional problems associated with cabinets and the One-Year Plan Performance Guidelines that apply to them. (Also see "Manufactured Products" section.)

ONE-YEAR PLAN PERFORMANCE GUIDELINE	OBSERVATION DURING THE ONE- YEAR PLAN PERIODCORRECTIVE ACTION WILL BE TAKEN WHEN:	SELLER'S ACTION WITHIN ONE-YEAR PLAN PERIOD
	Misalignment of outer edges of	Adjust as needed, on a one-time basis.
0		
	Cabinet face frames or boxes exceed 1/8" horizontally or vertically out of alignment where they meet.	Adjust as needed, on a one-time basis.
China Course Southhas		

#### Chips, Gouges, Scratches

Chips, gouges, and/or scratches on the exterior surfaces of cabinets or shelving can occur during the construction process, the Homeowner move-in, or during the Plan period after move-in. Seller is not responsible for chips, gouges or scratches occurring after the new home Damage orientation. that is documented with the Seller at the new home orientation will be repaired.

#### Color or Grain Variation

When cabinets are made with wood, a natural product, color and grain patterns (even wood from the same tree), can vary noticeably. Colors will also change over time depending on varying exposures to natural sunlight. Other variations can be due to the way the stains and sealing finishes are accepted. These variations are normal and acceptable.

#### **Cracks in Door or Drawer Panels**

Cracking should not occur in doors, drawer panels, or face frames unless caused by excessive drying due to lack of periodic oiling.

**One-Year Plan Performance Guidelines** Part Three

... Not applicable. Damage should be identified at time of the new home orientation. Exceptions apply if damage is obviously due to improper installation or defective materials used.

... Not applicable. Such variations are a No action will be taken. normal characteristic of cabinetry.

No action will be taken unless exceptions apply for which Seller will repair or replace the specific affected cabinet component, i.e., door, drawer, skin, box, molding, etc. Reasonable efforts will be made to match the original surface texture and finish color as closely as practical and possible, but Seller does not guarantee an exact match. Proper and acceptable completion of the repair finish will be Seller determined by the representative's inspection.

Cracking occurs in a door, drawer panel, or face frame that is not the result of excessive drying caused by the lack of periodic oiling.

Replace cracked panel. Reasonable efforts will be made to match the original surface texture and finish color as closely as practical and possible, but Seller does not guarantee an exact Proper and acceptable match. completion of the repair finish will be determined by the Seller representative's inspection.

#### **Finish Wearing Off**

The cabinet finishes are not waterproof and if exposed to moisture repeatedly will be damaged. This is especially true with cabinets in wet areas (by sinks, tubs, etc.). Homeowners should dry cabinets whenever they get wet. The use of solvents or other harmful chemical agents should be avoided as they will damage cabinet finishes. The use of contact paper applied to shelving or drawer bottoms may also cause finish problems or delamination. Homeowner may elect to refinish areas or replace parts subject to moisture and wear. It is recommended to contact original cabinet Manufacturer. These are routine Homeowner maintenance costs and the responsibility of the Homeowner. Note: If Homeowners elect to refinish a portion of the cabinet surfaces, care should be taken to match the finish sheen, i.e., a high-gloss lacquer will look different than semi-gloss, etc. Seller is not responsible for cabinet finish problems caused by Homeowner lack of or improper maintenance or alterations to original finish or finish surfaces.

#### Installation

anchored to solid backing.

#### Joints Separating or Displaced

Cabinet corners, attached moldings, or other joints should have minimal separation or displacement. Seller is not responsible for separation or displacement of joints due to Homeowner's lack of, or improper, maintenance.

#### Knots

Small surface knots are a normal No action will be taken. characteristic of wood cabinetry and moldings.

#### OBSERVATION DURING THE ONE-YEAR PLAN PERIOD -- CORRECTIVE ACTION WILL BE TAKEN WHEN:

... Not applicable. Homeowner can minimize damage to finish with regular and proper cabinet maintenance.

#### ACTION BY SELLER WITHIN **ONE-YEAR PLAN PERIOD**

No action will be taken unless an exception applies. Exceptions apply if the problem is due to defective materials, or an incorrect method of installation.

Cabinets are properly secured and/or ... Cabinets pull loose or become unstable.

Reinstall as necessary to meet guideline.

... Cabinet corners, attached moldings, or other joints exceed 1/16" (.06") separation or displacement.

Adjust as needed or fill with matching filler material.

т)<sup>н</sup>

CABINETS (Continued) ONE-YEAR PLAN <u>PERFORMANCE GUIDELINE</u>	OBSERVATION DURING THE ONE- YEAR PLAN PERIODCORRECTIVE <u>ACTION WILL BE TAKEN WHEN:</u>	ACTION BY SELLER WITHIN ONE-YEAR PLAN PERIOD
<b>Malfunctioning</b> All operating parts of the cabinetry shall function properly, such as drawer guides, hinges, etc. Seller is not responsible for misuse by Homeowner such as overloading drawers, hanging or leaning on doors.	Any operating part does not properly function as a result of improper design, defective materials, or an incorrect method of installation.	Repair or replace operating parts as required.
<u><b>Manufacturer's Defects</b></u> Please see "Manufactured Products" section.	Please see "Manufactured Products" section.	Please see "Manufactured Products" section.
<b>Nail Holes Visible</b> All exterior nails will be set and filled flush with putty. Putty should resemble the cabinet color but will still be visible. Seller does not guarantee an exact match. Interior nails and/or screws will be set but will not be filled or puttied.	Exterior nails are not set or have not been puttied flush with surrounding material.	Set nails and/or install putty as required. Putty should resemble the cabinet color but will still be visible. Seller does not guarantee an exact match.
<b>Shelves Inadequately Supported</b> Adjustable shelves must be adequately supported by proper fit and supporting hardware.	Length of shelf is not within ¼" of the inside dimension of the cabinet.	Replace shelf or shelves with those that meet guideline. Action will not be taken for shelves that have been overloaded.
<b>Visible Gaps</b> Minor gaps between cabinet components and between cabinets and ceilings/walls will occur due to sight variations of those surfaces, or movement, i.e., caused by shrinkage of the wall, but should not be excessive. Gaps between doors should be uniform and parallel with only minor variation.	1 0	Reposition, reinstall, or repair as needed to close or make gap less visible to meet guideline. This includes filling with matching filler, adjusting, or adding scribe moldings.
Warpage Slight warpage of cabinet doors and drawer faces can be expected due to the expansion or contraction of the cabinet wood from moisture variation. It should not be excessive. Seller is not responsible for warpage caused by Homeowner misuse or lack of regular maintenance.	Warpage exceeds 1/4" over any size door as measured from the face of the frame of the point or furthermost warpage, with the door or drawer in the closed position.	Correct or replace door or drawer face. Reasonable efforts will be made to match the original surface texture and finish color as closely as practical and possible, but Seller does not guarantee an exact match. Proper and acceptable completion of the repair finish will be determined by the Seller representative's inspection.

#### CARPETING

This section addresses typical characteristics and problems that might arise with the carpeting in the home and the corresponding One-Year Plan Performance Guidelines that apply. (Also see "Manufactured Products" section.)

ONE-YEAR PLAN PERFORMANCE GUIDELINE	YI	EAR P	ATION DU LAN PERIO N WILL BE	DCOF	RECTI	VE			N BY SELLER W YEAR PLAN PEF	
<u>Color Fading</u> All carpets will slowly lose some color		Not	applicable	unless	cause	is	Please	see	"Manufactured	Products"

All carpets will slowly lose some color due to natural and artificial forces in the environment.

#### Color Variation

The color of the actual carpet installed may not exactly match the sample used to select the carpet of the same selection. This is due to normal dye lot variations that occur between each mill run of carpet in the manufacturing process.

#### Fibers Detaching at Junctions with Other Types of Flooring

Carpet edging should be sealed and securely fastened by transition strips or tack strips where it meets other types of flooring to prevent fibers from coming loose from normal use. It is normal for lose fibers throughout the carpeting to be found or vacuumed up during the first few months or use after a new installation. Note: Type and finish of transition strips will be determined by Seller and may vary from house to house.

#### Loose or Buckling Carpet

Wall-to-wall carpeting when stretched at installation and secured properly should not come up, become loose, or buckle excessively between its points of attachment. It is normal for carpet to loosen slightly as a result of use and moisture changes in the atmosphere. ... Not applicable unless cause is determined to be due to Manufacturer's defect (see section below).

section.

... Not applicable unless it is determined by Manufacturer's representative that carpet installed is a different selection than what was selected.

... fibers at carpet edge junctions with other types of flooring come up such that the backing becomes visible or becomes detached due to lack of sealant or secure fastening. Repair as needed to meet performance guideline.

No action unless determined that the

wrong selection was installed, in which

case replacement will be warranted.

... Carpeting becomes loose to the point it no longer returns to its original position when pulled up vertically or if buckles or humps become visible. Seller is not responsible for Homeowner misuse or neglect, such as excessive shampooing or improper steam cleaning.

Re-stretch and secure carpeting as needed. After one-year Plan period, Manufacturer's or Installer's warranty may apply.

#### Manufacturer's Defects

Please see "Manufactured Products" section. Issues related to the section performance of the carpeting, such as premature or excessive wear. ineffective or insufficient stain protection (if applicable), backing delamination, etc., are the responsibility of the Manufacturer. Please see "Manufactured Products" Whether or not a section. Manufacturer's defect exists will be determined by the respective carpet mill representative or, if applicable, by an independent certified carpeting inspector.

#### <u>Protruding Nails or Tack Strip</u> Tacks

All nails and tack strip tacks should be ... Nails or completely set. They should not protruding. protrude in any way that would allow them to be felt through the carpet fibers in normal use.

#### **Roll Crush Marks**

Occasionally crush marks from storage of the carpet in its roll will show as visible parallel lines extending the full width of the carpet. This in no way represents a defective condition or affects the integrity of the carpet.

#### Seams - Number and Location

The carpet installer determines exact number and location of seams at the time of installation. Layouts may vary from model home or like floor plans. Seller will determine appropriateness of number and locations of seams.

#### OBSERVATION DURING THE ONE-YEAR PLAN PERIOD -- CORRECTIVE ACTION WILL BE TAKEN WHEN:

... Please see "Manufactured Products" section

#### ACTION BY SELLER WITHIN ONE-YEAR PLAN PERIOD

Please see "Manufactured Products" section

All nails and tack strip tacks should be ... Nails or tack strip tacks are found Reset or remove as needed. completely set. They should not protruding.

... Roll crush marks are visibly apparent.

Seller will have the affected areas professionally steamed to reduce the visibility of crush marks.

... Location and/or number of seams does not meet approval of Seller.

Affected areas and/or rooms will be relaid at Seller's direction. If carpet cannot be relaid, it will be replaced. In case of replacement, Seller cannot guarantee color match due to regular manufacturer dye lot changes. For this reason, replacement will be extended to the nearest door opening or other suitable termination point, at Seller's discretion.

#### **CARPETING** (Continued)

#### ONE-YEAR PLAN PERFORMANCE GUIDELINE

#### Seam Visibility or Separation

All properly installed carpet seams are visible to some degree depending on the type, color, location, light exposure and installation of the carpet. Seams that have gaps or excessive separation do not meet the performance guideline

#### Shading from Contrasting Grain Directions

Carpet may appear slightly shaded as a result of the grain directions of two pieces of carpet being installed perpendicular to each other. This is not acceptable unless the seam occurs at a doorway and not within a single room

#### OBSERVATION DURING THE ONE-YEAR PLAN PERIOD--CORRECTIVE ACTION WILL BE TAKEN WHEN:

... There are readily visible gaps between the two edges of the carpet backing forming the seam, the spacing between the first row of fibers on either side of the seam is wider than the normal spacing of the carpet's fiber rows, or the backing of one side of the seam overlaps the other. ACTION BY SELLER WITHIN ONE-YEAR PLAN PERIOD

Repair as necessary to correct condition to meet performance guideline. May include re-doing seam or trimming (manicuring) seam.

... Directions of two carpet grains are installed perpendicular to each other in other than door openings.

Re-lay carpet to bring the grains parallel or replace if amount of material not adequate. In case of is replacement, Seller cannot guarantee color match due to regular manufacturer dye lot changes. For this reason. replacement will be extended to the nearest door opening or other suitable termination point, at Seller's discretion.

#### Shading at seams

Carpet may appear slightly shaded at a seam due to irregular application of dye throughout a roll of carpet.

#### Spots on Carpet (paint, dirt, etc.)

All carpeting should be spot-free at the new home orientation. Seller is not responsible for spots in carpets occurring after the new home orientation. Spots that are documented with the Seller no later than the new home orientation will be cleaned. Shading of seam occurs as determined by independent inspection by manufacturer's representative.

... Not applicable. Spots must be documented at time of new home orientation.

Dye blend seam per manufacturer's specifications.

No action will be taken unless documented on the new home orientation.

#### CONCRETE - EXTERIOR

This section addresses the exterior concrete areas of the home. These areas are the driveway, patios, porches, steps, stoops and walks. (For interior concrete areas of the home and garage, see "Concrete-Foundation" section.) It describes the One-Year Plan Performance Guidelines for typical characteristics and occasional problems associated with these concrete areas.

ONE-YEAR PLAN PERFORMANCE GUIDELINE OBSERVATION DURING THE ONE-YEAR PLAN PERIOD--CORRECTIVE ACTION WILL BE TAKEN WHEN:

#### ACTION BY SELLER WITHIN ONE-YEAR PLAN PERIOD

#### Color Variation

This occurs naturally in concrete; and when concrete is repaired, the new concrete will vary somewhat from the originally installed concrete. In most cases, color variations will blend in or fade out, but it may take anywhere from one to five years to do so. Color variation is normal and within the performance guideline. Additionally, curing compounds and compounds applied for frost protection may also discolor concrete.

#### **Corners Chipped or Broken**

Any exterior concrete slab corners that are chipped or broken should be properly patched or replaced at Seller's discretion prior to the new home orientation or documented if found at the time of new home orientation for correction by the Seller. Seller is not responsible for damage caused during installation of landscaping, swimming pool or other Homeowner improvements.

#### Community Improvements

Some items related to each lot, such as public sidewalks, curb and gutter, and driveway approaches will be inspected and may require repair by the city, county, or the applicable homeowners association.

... Not applicable.

No action will be taken. Seller is not responsible for color variation, which is a normal characteristic for both originally installed and repaired concrete.

... Not applicable.

No action will be taken. A chipped or broken corner should be documented at the new home orientation and properly repaired or replaced at the Seller's discretion. Methods may include using American Concrete Institute-approved concrete repair methods and materials.

... Corrective action will be taken in the manner and time required by the applicable accepting organization. ... Corrective action will be taken in the manner and time required by the applicable accepting organization.

#### <u>Cracks</u>

Cracking is a normal characteristic of concrete and is typically caused by shrinkage during curing (drying), temperature changes (expansion from heat and contraction from cold), normal moisture variations in the surrounding soils or atmosphere, or normal movement due to settlement. Homeowner should exercise proper care and use to avoid overwatering of surrounding soils, use of heavy equipment such as concrete trucks, large recreational vehicles, or moving vans on the concrete (it is not designed for such heavy loads), etc., as they are not covered by this performance guideline.

#### OBSERVATION DURING THE ONE-YEAR PLAN PERIOD--CORRECTIVE ACTION WILL BE TAKEN WHEN:

... Cracks in porches, stoops, or steps exceed 1/4" in average width or perpendicular displacement.

... Cracks in patios or stemwalls exceed 1/4" in average width or perpendicular displacement.

... Cracks in driveways or walks exceed 1/4" in average width or perpendicular displacement unless caused by excessive heavy equipment loading in which case cracking is not covered by this guideline.

... Minor cracks in concrete basement floors are common. Cracks exceeding  $\frac{1}{4}$  in width or  $\frac{1}{4}$  in vertical displacement are actionable.

#### ACTION BY SELLER WITHIN ONE-YEAR PLAN PERIOD

Repair or replacement as determined by Seller. Methods may include using American Concrete Institute-approved concrete repair methods and materials.

Repair or replacement as determined by Seller. Methods may include using American Concrete Institute-approved concrete repair methods and materials.

Repair or replace immediate section involved, as determined by Seller. Methods may include using American Concrete Institute- approved concrete repair methods and materials.

Repair cracks exceeding maximum tolerance by surface patching or other methods, at Seller's option. Methods may include using American Concrete Institute-approved concrete repair methods and materials.

#### Control Joints, Saw Cuts

Control joints are placed in sidewalks, driveways and some larger porches and patios in order to "control" the randomness of concrete cracking. Joints are usually spaced 4 feet-8 feet apart but may be as much as 20 feet apart. ... Cracks within the control joint exceed 1/4" in average width or perpendicular displacement unless caused by Homeowner's excessive heavy equipment loading or over watering in which case cracking is not covered by this guideline.

Repair, which may include using American Concrete Institute-approved concrete repair methods and materials or replace necessary section(s) involved as determined by inspecting Seller's representative.

#### CONCRETE-EXTERIOR (Continued)

**ONE-YEAR PLAN** PERFORMANCE GUIDELINE

#### Efflorescence

Occasionally, a white, powdery, crystalline buildup called efflorescence will appear on concrete that is caused by salts in the soil being carried by moisture passing through the porosity of concrete. This is most prevalent in areas where soils have high salt content. Depending on the soils in the area, the occurrence of efflorescence can be minimized, not avoided, with regular cleaning by Homeowner. Seller is not responsible for efflorescence since it is caused by naturally occurring elements in the soils and moisture from natural or Homeowner sources.

#### **Exterior Surfaces Too Smooth**

Exterior concrete surfaces should be finished with a "broomed" or non-skid finish in order to roughen the surface and reduce slipping where the surface is wet.

#### Mildew, Mold, Fungus, Etc.

These types of growth may cause discoloration if not regularly and properly cleaned and/or treated by Homeowner when they appear. They occur naturally due to environmental conditions which are beyond the control of the Seller.

#### Out of Plumb

The vertical surfaces and edges of ... Variance to plumb exceeds 3/8" in concrete walls, columns, and piers can vary slightly from plumb (vertical straightness). Those variations should be minimal.

#### **Overspill**

Overspill of concrete footings, stem- ... When it visibly protrudes from the walls, or slabs will occur due to the various methods of forming before placement, but should be controlled to minimize excess.

**OBSERVATION DURING THE ONE-**YEAR PLAN PERIOD -- CORRECTIVE **ACTION WILL BE TAKEN WHEN:** 

... Not applicable

#### ACTION BY SELLER WITHIN **ONE-YEAR PLAN PERIOD**

No action will be taken.

... Concrete surfaces are left in smooth or trowel finished state. This only applies when there is no evidence of "broomed" or non-skid surface finishing. The degree of broomed finish applied may vary from light to heavy.

... Not applicable

Resurface using American Concrete Institute-approved concrete repair methods and materials.

No action will be taken.

any 10-foot measurement or 1-1/2" over the total height of the structure.

Repair using American Concrete Institute-approved concrete repair methods and materials.

correct finish grade level or exceeds the design dimensions by more than 3". Remove the excess overspill and restore the finish grade and items affected by the removal to their original condition

#### CONCRETE-EXTERIOR (Continued)

#### ONE-YEAR PLAN PERFORMANCE GUIDELINE

#### **Protruding Objects**

Fastening and reinforcing components, such as nails, rebar, and wire mesh, are interior components of concrete and should not protrude from any exposed surface of the concrete.

#### Salt or Other External Agent Reactions

Homeowners should protect exterior concrete areas from salts (such as alkali in soils), chemicals (from cleaners), water from sprinkler systems, or any other external agents that can react and deteriorate concrete which can result in spalling, chalking, pitting, etc. These causes are beyond the control of the Seller and not covered by these One-Year Plan Performance Guidelines. (Also see "Efflorescence" in this section.)

#### Separation at Joints

This occurs at joints; between two separate concrete slabs (expansion joints) or where joints have been installed in slabs to control cracking (control joints). These joints are designed to allow separation and movement as will often occur with seasonal changes. The performance guideline is that minor separation and/or perpendicular displacement should occur at these joints.

#### Separation of Stoops and Steps

**One-Year Plan Performance Guidelines** 

Part Three

Some minor movement of the stoops or steps from the house structure may occur over time. Stoops or steps should not settle, heave, or separate in excess of 1" from the house structure.

OBSERVATION DURING THE ONE-YEAR PLAN PERIOD -- CORRECTIVE ACTION WILL BE TAKEN WHEN:

... Interior component protrudes from exposed surface of concrete or interferes with proper installation of other materials adjacent to the concrete. This does not include framing hardware that is designed to be embedded in the concrete and protrude to fasten to the framing.

... Not applicable

ACTION BY SELLER WITHIN ONE-YEAR PLAN PERIOD

Remove protrusion and repair using American Concrete Institute-approved concrete repair methods and materials.

No action will be taken.

... An expansion joint or a control joint settles, heaves, or separates more than 1/4" not including the installed spacer or expansion joint if applicable.

Concrete Repair using American Institute-approved concrete repair methods and materials or replace immediate section involved as determined inspecting Seller by representative.

... Stoop or step settles, heaves, or Repair or replacement of stoop or step separates from the house structure in at Seller discretion excess of I".

#### CONCRETE-EXTERIOR (Continued)

#### ONE-YEAR PLAN PERFORMANCE GUIDELINE

#### Slopes of Walkways, Stoops, or Landings

Walkways, stoops; or landings should have a slope (or a drain or grate on a negative slope) that carries water away from the building and prevents ponding of water on the surface. ... Slope of surface (or grate or drain on a negative slope driveway) does not carry water away from the building, allows ponding to occur on the walkway, is less than 1/4" per 1 foot in slope.

**OBSERVATION DURING THE ONE-**

YEAR PLAN PERIOD--CORRECTIVE ACTION WILL BE TAKEN WHEN: ACTION BY SELLER WITHIN ONE-YEAR PLAN PERIOD

Remove and replace section(s) of walkway (or grate or drain) necessary as determined by Seller's representative in order to meet guideline. Seller is not responsible for color variation which is a normal characteristic for both originally installed and repaired concrete.

Stairs will be brought into compliance

with applicable building code using

American Concrete Institute-approved

concrete repair methods and materials

#### Stair Dimensions and Steepness

Stair dimensions (i.e., tread widths, riser heights, landing sizes, stairway widths, etc.) and/or steepness will meet the applicable building code requirements in effect at the time the building permit was issued for construction of the home in question.

#### Uneven Concrete Slabs

Except where the slab or portion of the slab has been designed for specific drainage purposes, concrete slabs shall not have excessive pits, depressions, or areas of unevenness. ... Stairs dimension and/or steepness do not comply with the applicable building code.

... Areas of unevenness exceed 3/8" in any direction below a 32-inch long straight edge.

Repair or replace as determined by Seller. Methods may include using American Concrete Institute-approved concrete repair methods and materials.

#### **CONCRETE – FOUNDATION**

This section addresses the foundation of the home and describes the One-Year Plan Performance Guidelines for typical characteristics and occasional problems associated with the foundation concrete. If the foundation has wooden components, those portions are covered in the "Framing" section. Depending on community location and applicable conditions, the foundation is one of three types: conventional slab-on-grade (typically with rebar and wire mesh type reinforcement), post tension slab-on-grade (utilizing tensioning cables for reinforcement), or raised floor (concrete stem walls supporting elevated flooring).

... A crack in the floor is visible

through the flooring material. This

only applies to guideline non-carpet

... Crack exceeds 1/4" in average

width or perpendicular displacement in

... Crack exceeds 1/4" in average

width or perpendicular displacement in

... Variance to plumb exceeds 3/8" in

any 10-foot measurement or 1-1/2"

... Condition indicates a structural

problem, or the home becomes unsafe

over the total height of the structure.

guideline carpet flooring areas.

ONE-YEAR PLAN	<b>OBSERVATION DURING THE ONE-</b>	ACTION BY SELLER WITHIN
PERFORMANCE GUIDELINE	YEAR PLAN PERIOD CORRECTIVE	ONE-YEAR PLAN PERIOD
	ACTION WILL BE TAKEN WHEN:	

flooring areas.

garage floor.

or uninhabitable.

#### FOR ALL FOUNDATION TYPES:

#### **Cracks**

Cracking is a normal characteristic of concrete and is typically caused by shrinkage during curing (drying), temperature changes (expansion from heat and contraction from cold), or normal movement due to settlement. Minor cracks are considered normal unless they are the result of a structural problem (see "Structural integrity" this section). Cracks should not, however, telegraph through the flooring in guideline non-carpet areas.

### Out of Plumb (applies to basement foundation walls only)

The vertical surfaces and edges of concrete walls, columns, and piers can vary slightly from plumb (vertical straightness). Those variations should be minimal.

#### Structural Integrity

Any components that support a structure must maintain the integrity of the use it was designed and constructed for.

#### FOR SLAB-ON-GRADE FOUNDATIONS:

#### Uneven Living Area Floor Slabs

Except where a floor or portion of floor has been designed for specific drainage purposes, concrete floor slabs shall not have excessive pits, depressions or areas of unevenness.

... Areas of unevenness exceed 3/8" in any direction below a 32-inch long straight edge.

Repair or replace, at Seller's discretion, using American concrete Instituteapproved concrete repair methods and materials.

Repair using American concrete Institute-approved concrete repair methods and materials.

Perform necessary repairs or replacement to structural elements and related damage per recommendations of a structural engineer.

Repair using American concrete Institute-approved concrete repair methods and materials.

#### CONCRETE - FOUNDATION (Continued)

ONE-YEAR PLAN PERFORMANCE GUIDELINE

#### OBSERVATION DURING THE ONE-YEAR PLAN PERIOD--CORRECTIVE ACTION WILL BE TAKEN WHEN:

#### ACTION BY SELLER WITHIN ONE-YEAR PLAN PERIOD

#### FOR RAISED FLOOR FOUNDATIONS:

#### Moisture Under Foundation

Some accumulation of moisture or dampness under raised floor areas is normal, especially during the winter and spring seasons. Homeowner should open crawl space vents in the summer and close them in the winter. The Plan performance guideline does not cover improper use of crawl space vents, standing water caused by improper landscaping and/or irrigation installed by the Homeowner, failure of Homeowner neighboring or Homeowners to preserve the drainage pattern of the yard grading, or any other Homeowner originated causes.

#### Uneven Garage Floor Slabs

Concrete floor slabs, such as in the garage, shall not have excessive pits, depressions, or areas of unevenness.

... Excessive standing water is detected under raised floor areas that is directly attributable to improper design, defective materials, or an incorrect method of installation.

Perform necessary corrective action. Seller will not take action if cause is determined to be the result of Homeowner's actions. If wood components of the foundation have been moistened, open all vents to allow to dry. Replacement is not required unless there is evidence of rotting.

... Areas of unevenness exceed 3/8" in 3 feet as measured from center of hump or depression.

Grind or fill with American Concrete Institute-approved concrete repair compounds.

#### **COUNTERTOPS**

This section addresses the various countertops of the home, including granite, Corian, Formica, cultured marble, and ceramic tile. It describes the One-Year Plan Performance Guidelines as they relate to the typical characteristics and occasional problems associated with all countertop types or specifically with laminate and ceramic tile countertops.

ONE-YEAR PLAN PERFORMANCE GUIDELINE OBSERVATION DURING THE ONE-YEAR PLAN PERIOD--CORRECTIVE ACTION WILL BE TAKEN WHEN:

#### ACTION BY SELLER WITHIN ONE-YEAR PLAN PERIOD

#### FOR ALL COUNTERTOP TYPES:

#### Countertop or Backsplash is Loose

Countertop and backsplash should be properly secured and adhered to cabinets and/or walls. ... A countertop or backsplash becomes loose or loses adherence due to improper design, defective materials, or an incorrect method of installation.

Resecure as necessary.

#### Joint Separation

Level

Joints between the countertop surface and the backsplash and/or sidesplash surface and between backsplash panels will be visible, and some minor separation may occur due to normal shrinkage conditions. ... Joints separate or displace enough to crack or break joint filler material or grout filling joint, <u>and</u> the separation is in excess of 1/8".

... Tops are out of level more than 1/4"

in any 5-foot measurement.

Recaulk, regrout, or repair one time during the one-year plan period. In the case of tile countertops, Seller is not responsible for color variations in replacement tile and grout. Reasonable efforts will be made to match the tile and grout colors as closely as practical, but because of dye lot differences, Seller does not guarantee an exact In the event the tile match. selection/pattern is discontinued. Homeowner will need to make a new tile selection. In this case, Seller will determine replacement area. Seller does not endorse or apply any This is grout sealer. the Homeowner's responsibility, even if the grout was previously sealed by Homeowner before repair.

Repair and/or replace to meet guideline. In the case of tile countertops, Seller is not responsible for color variations in replacement tile and grout. Reasonable efforts will be made to match the tile and grout colors as closely as practical, but because of dye lot differences, Seller does not guarantee an exact match. In the event the tile selection/pattern is discontinued. Homeowner will need to make a new tile selection. In this case, Seller will determine replacement area. Seller does not endorse or apply any grout sealer. This is the Homeowners responsibility, even if grout was previously sealed by Homeowner before repair.

Countertops should be basically level.

ONE-YEAR PLAN PERFORMANCE GUIDELINE

#### Surface or Edge Damage

Chips, scratches, and/or gouges in countertop surfaces may occur during construction, during Homeowner move-in, or from use after move-in. They should be documented at time of Homeowner new home orientation. Seller is not responsible for surface damage occurring after the new home orientation. Chips, scratches or other damages that are documented with the Seller no later than the new home orientation will be repaired or replaced.

#### FOR LAMINATE COUNTERTOPS

#### **Delamination of Laminate Surfaces**

Delamination is the separation of the finish surface veneer from the substrate material (in the case of laminates such as formica, the substrate is usually highdensity particle board). Delamination should not occur. Seller, however, is not responsible for Homeowner misuse or damage.

#### Seam Separation

separation may occur over time.

**OBSERVATION DURING THE ONE-**YEAR PLAN PERIOD -- CORRECTIVE ACTION WILL BE TAKEN WHEN DURING THE PLAN PERIOD:

#### ACTION BY SELLER WITHIN ONE-YEAR PLAN PERIOD

... Not applicable after Homeowner No action will be taken. new home orientation.

... Laminate surface separates from the Reglue or replace as necessary. substrate due to improper design, defective materials, or an incorrect method of installation.

Seams will be visible, and some minor ... Seams separate or displace more than 1/16"

Repair as necessary; in the case of separation, filling seam with appropriate seam filler.

ONE-YEAR PLAN PERFORMANCE GUIDELINE

#### **OBSERVATION DURING THE ONE-**YEAR PLAN PERIOD -- CORRECTIVE ACTION WILL BE TAKEN WHEN DURING THE PLAN PERIOD:

#### ACTION BY SELLER WITHIN ONE-YEAR PLAN PERIOD

#### FOR TILE COUNTERTOPS

#### Broken or Loose Tile

Tile should not crack or loosen. Care should be taken not to drop large heavy objects on the tile that can break or dislodge tile pieces. Performance guideline does not cover damage caused by Homeowners' actions or neglect.

... A tile is found cracked or loosened and is not the result of Homeowner damage or neglect.

Resecure or replace each piece of tile affected. Seller is not responsible for color variations in replacement tile and grout. Reasonable efforts will be made to match the tile and grout colors as closely as practical, but because of dye lot differences. Seller does not guarantee an exact match. In the event the tile selection/pattern is discontinued, Homeowner will need to make a new tile selection. In this case, Seller will determine replacement area. Seller does not endorse or apply any grout sealer. This is the Homeowner's responsibility, even if grout was previously sealed by Homeowner before repair.

#### Chips on Edge Cuts

The use of proper blades to cut tile ... Chips extend beyond 1/16" from minimize the tile's tendency to chip. Small chips acceptable to the performance guideline may still be noticeable upon close inspection of any edges that have been cut.

the edge of the tile.

Replace as necessary. Seller is not responsible for color variations in replacement tile and grout. Reasonable efforts will be made to match the tile and grout colors as closely as practical, but because of dye lot differences, Seller does not guarantee an exact match. In the event the tile selection/pattern is discontinued. Homeowner will need to make a new tile selection. In this case, Seller will determine replacement area. Seller does not endorse or apply any grout This is the Homeowner's sealer. responsibility, even if grout was previously sealed by Homeowner before repair

#### ONE-YEAR PLAN PERFORMANCE GUIDELINE

#### **Cracking or Deteriorating Grout**

Grout is the cementitious or expandable filler between the tile joints or at junctions with other materials such as bathtubs, shower pans, baseboards, or thresholds. Cracking is a normal characteristic that will occur periodically throughout the life of the home as a result of drying, shrinkage, movement, or everyday use. This is a Homeowner regular maintenance responsibility. This applies unless the cracking or deterioration is caused by a detectable problem with the product or subsurface it is adhered to known as the "substrate."

#### Layout of Tile and Grout Lines

Exact tile layouts and grout joint widths are determined by the tile setter at the time of installation and are governed by the actual size and shape of the tile and the exact dimensions of the countertop and backsplash areas to be covered. Layouts, therefore, may vary from model or like floorplan installations.

#### Shade Changes or Discoloration in Grout

Grout shade variations or discolorations may occur due to exposure soaps, detergents, to everyday grime and dirt, and many other commonly occurring substances. In some areas, common tap water may contain sufficient concentrations of various particulates that will affect grout shading and coloration. Additionally, shading will vary depending on moisture content which changes based on frequency of water use in the tile area and the subsequent drying conditions of the room.

#### OBSERVATION DURING THE ONE-YEAR PLAN PERIOD--CORRECTIVE ACTION WILL BE TAKEN WHEN:

... Not applicable. Unless caused by defective materials or a detectable problem with the substrate, cracks in grout area common characteristic of the material and is a regular Homeowner maintenance responsibility.

#### ACTION BY SELLER WITHIN ONE-YEAR PLAN PERIOD

Seller will repair one time during the one-year Plan period to demonstrate regular maintenance procedures for the Homeowner. If the cracking is due to a problem with defective materials or the substrate, Seller will repair as needed. Seller is not responsible for color variations in replacement grout. Reasonable efforts will be made to match the grout color as closely as practical, but Seller does not guarantee Seller does not an exact match. endorse or apply any grout sealer. This is the Homeowner's responsibility, even if grout was previously sealed by Homeowner before repair.

... Not applicable.

... Not applicable. Significant shade variations or discoloration should be documented at time of new home orientation. Exceptions apply if it is determined that a problem is caused by improper mixing or installation of the grout or by defective grout material. No action will be taken.

No action will be taken. Significant shade variations or discoloration should be documented at time of new home orientation. If exception applies, the grout will be replaced in the affected areas only. Seller is not responsible for color variations in replacement grout. Reasonable efforts will be made to match the grout color as closely as practical, but Seller does not guarantee an exact match. Seller does not endorse or apply any grout This is the Homeowner's sealer. responsibility, even if grout was previously sealed by Homeowner before repair

#### ONE-YEAR PLAN PERFORMANCE GUIDELINE

#### Surface Imperfections

Surface imperfections, such as carbon spots (blue dots), dimples, or inconsistencies in the surface glazing of tile, occasionally occur. These imperfections do not affect the integrity or intended performance of the tile and are strictly cosmetic in nature. OBSERVATION DURING THE ONE-YEAR PLAN PERIOD -- CORRECTIVE ACTION WILL BE TAKEN WHEN:

... Normal imperfections per industry guidelines are not actionable.

#### ACTION BY SELLER WITHIN ONE-YEAR PLAN PERIOD

Seller will replace tiles as necessary to meet guideline. Seller is not responsible for color variations in replacement tile and grout. Reasonable efforts will be made to match the tile and grout colors as closely as practical, but because of dye lot differences, Seller does not guarantee an exact In the event the tile match. selection/pattern is discontinued, Homeowner will need to make a new tile selection. In this case, Seller will determine replacement area. Seller does not endorse or apply any grout This is the Homeowner's sealer. responsibility, even if grout was previously sealed by Homeowner before repair.

#### DOORS & WINDOWS

This section refers to all exterior doors, interior doors, and the windows of the home. It describes their normal characteristics, occasional problems that occur, and the One-Year Plan Performance Guidelines that apply to each. (Also see "Manufactured Products" section.)

ONE-YEAR PLAN PERFORMANCE GUIDELINE

#### Air, Dust, or Moisture Infiltration

Most doors and windows are designed to be operable (i.e., open, close, and have moving parts) and weep moisture condensation or minor (allow penetration by the elements to drain outside). Accordingly, some infiltration of air, dust, or moisture will occur, especially in high wind conditions. This is normal. Homeowners should keep weepholes free of dirt buildup and debris, thereby allowing water to properly drain. Periodic adjustment of components, such as weather-stripping and thresholds, may be required and is normal Homeowner maintenance.

#### Condensation Between Panes or Other Product Defects

Condensation between panes occurs when the window seal fails. Other product defects, such as debris or silicone between panes or flawed operating parts, are not acceptable. **Note:** Tinted window films or coatings (including, but not limited to, aluminum or tin foils) applied by the Homeowner may void our obligation under the Plan. **Seller is not responsible for problems caused by Homeowner additions, misuse, or neglect**.

#### Condensation or Frost Build-up

Condensation or frost on interior window surfaces normally occurs when there are gross differences in temperature from inside the home to outside and/or there are high levels of humidity inside the home. While these occurrences cannot be avoided, Homeowners can minimize them by operating fan vents, opening windows, or using dehumidifiers when humidity levels are highest. Note: Regular maintenance is required when condensation occurs prevent to damage to walls and sills surrounding windows.

One-Year Plan Performance Guidelines Part Three OBSERVATION DURING THE ONE-YEAR PLAN PERIOD--CORRECTIVE ACTION WILL BE TAKEN WHEN: ACTION BY SELLER WITHIN ONE-YEAR PLAN PERIOD

... Infiltration of air, dust, or moisture is due to a component(s) of the door or window not functioning properly. Correct as needed by adjusting, repairing, or replacing component(s) causing problem. Seller is not responsible for normal Homeowner maintenance.

... Condensation is detected between panes or other product defects are noted.

Repair or replace as needed to correct condition within the one-year Plan period. After the Plan period, the Manufacturer's warranty, if available, may apply.

... Not applicable. This is a naturally No action will be taken. occurring condition beyond the control of the Seller.

#### **DOORS & WINDOWS** (Continued)

ONE-YEAR PLAN PERFORMANCE GUIDELINE

#### **Delamination of Door Parts**

Delamination occurs when an applied surface or other laminated component separates or loses adhesion. Seller is not responsible for problems caused by Homeowner misuse or neglect.

#### **Dents in Metal Doors**

Dents are a result of impacts to the door surface occurring during the construction process, move in or from use after move in. Seller is not responsible for dents occurring after the new home orientation. Dents that are documented with the Seller no later than the new home orientation will be repaired. (Doors that cannot be properly repaired will be replaced at the sole discretion of the Seller.)

#### **Door Hinge Residue**

Door hinges need to be lubricated periodically, using a silicone spray or petroleum jelly. The lack of lubrication will cause friction and wear which can be visually identified by a black residue (mostly iron metal fragments) that will accumulate at the friction points and possibly fall to the floor. It is the responsibility of the Homeowner to maintain the door hinges.

#### **Glass Breakage**

Breakage occurs from impact to the glass. Seller is not responsible for breakage occurring after move-in unless it is attributable to improper installation or a product defect.

#### Loose or Rattling Fit at Latches

Doors and windows should latch tightly and not be loose or rattle. Seller is not responsible for Homeowner misuse or damage.

#### **OBSERVATION DURING THE ONE-**YEAR PLAN PERIOD --- CORRECTIVE ACTION WILL BE TAKEN WHEN:

... Delamination is detected, unless caused by Homeowner lack of maintenance or misuse.

ACTION BY SELLER WITHIN

ONE-YEAR PLAN PERIOD

Repair or replace as needed. After the Plan period, the Manufacturer's warranty, if applicable, may apply.

... Not applicable, any door dents should be documented at the time of the new home orientation.

No action will be taken.

... Not applicable. Door hinge residue No action will be taken. is the result of friction caused by lack of lubrication which is a maintenance responsibility of the Homeowner.

Reglaze broken window if documented

at new home orientation; otherwise no

action will be taken unless it is

attributable to improper installation or

... Not applicable. Any glass breakage should be documented at the new home orientation. Breakage is not warranted after the new home orientation unless it is attributable to improper installation or a product defect.

a product defect.

... Latches are loose or rattle.

Adjust as needed.

#### **DOORS & WINDOWS** (Continued)

#### ONE-YEAR PLAN PERFORMANCE GUIDELINE

#### **Malfunctioning Doors or Windows**

Doors and windows should open and close with reasonable pressure. Homeowners should keep door and window tracks clean, lubricated and free of dust, dirt and debris for proper maintenance in the problem area. operation.

#### **Operation of Rollers, Hinges, Other Moving Parts**

Operating and moving parts of doors and windows should function and operate freely and smoothly as intended, with no excessive binding, catching, slippage, etc. Regular maintenance is required by Homeowner to keep parts operating correctly. Seller is not responsible Homeowner misuse for or neglect.

#### "Popping" of Acrylic Block Windows

Acrylic block may make a "popping" sound when they heat up in the This is a natural summer sun. expansion of materials and not of itself a cause for concern.

#### Raw Wood or Metal Exposed

Occasionally, unpainted or unstained surfaces will become exposed at the edges of inset panels on exterior doors. This is due to expansion and contraction caused by temperature and moisture changes, which is a normal characteristic of doors. Depending on the type of material the door is made of, frequency of Homeowner maintenance will vary but will be needed. Seller is not responsible for problems due to Homeowner neglect.

#### Scratched Window Glass

Minor scratches are common in window glass occurring from the manufacturing, shipping, or construction process as well as from normal Homeowner cleaning and maintenance activity.

**One-Year Plan Performance Guidelines** Part Three

#### **OBSERVATION DURING THE ONE-**YEAR PLAN PERIOD -- CORRECTIVE ACTION WILL BE TAKEN WHEN:

... Doors or windows do not function or require unreasonable pressure to open and close, unless caused by Homeowner's lack of adequate

... Operating or moving parts of doors or windows do not function as designed and intended.

#### ACTION BY SELLER WITHIN **ONE-YEAR PLAN PERIOD**

Adjust as necessary to meet guideline.

Parts will be adjusted or replaced as necessary in order to function as designed and intended.

... Not applicable.

... Not applicable. This is a normal occurring condition, unless it is determined that the door was not painted or stained in accordance with the Manufacturer's recommendations. No action will be taken.

No action will be taken.

... Scratches in window glass can be seen from further than 8 feet away in natural light, as documented at time of new home orientation.

Replace with glass that meets the performance guideline.

#### DOORS & WINDOWS (Continued)

#### ONE-YEAR PLAN PERFORMANCE GUIDELINE

#### Screens Not Fitting, Torn, or Damaged

Screen panels should fit their designated properly. openings Homeowners should use caution when removing, cleaning, and reinstalling screens as they easily tear, especially with pets and small children. Seller is not responsible for tears or other damage to screens occurring after the new home orientation. Tears or other damaged items that are documented with the Seller no later than the new home orientation will be corrected.

#### Separation Between Weather Stripping and Door

Even with properly installed weather stripping, some movement of the door, when closed, may be expected. Homeowner maintenance is required for minor alterations to adjustable thresholds and other parts of the door.

#### <u>Sliding Patio Door or Screen Will</u> Not Stay on Track

Sliding patio doors and screens should slide properly on their tracks at the time of new home orientation. The cleaning and maintenance necessary to preserve proper operation are a homeowner responsibility.

#### Spacing Between Door Bottoms and Flooring

Adequate spacing is required to allow for unobstructed flow of air between rooms when a door is in the closed position. The resulting spacing between the door bottom and any flooring type, however, should not be excessive. This does not include garage service doors.

**One-Year Plan Performance Guidelines** 

Part Three

#### OBSERVATION DURING THE ONE-YEAR PLAN PERIOD--CORRECTIVE ACTION WILL BE TAKEN WHEN:

... Screens have gaps exceeding <sup>1</sup>/4" or do not fit as intended by the Manufacturer. No action will be taken on tears or other damage not documented at the new home orientation.

...Daylight is visible or if entrance of elements occurs under normal conditions.

Correct as needed.

... Sliding door or screen does not stay on track and cause is due to product or installation problems.

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Adjust as necessary, if cause is due to product or installation problems; otherwise no action.

... Door bottom to flooring spacing Make correction as necessary to meet exceeds 13/4". guideline.

ACTION BY SELLER WITHIN ONE-YEAR PLAN PERIOD

Repair or replace as needed.

#### Split in Door Panel (wooden doors)

Some splitting is normal and should be expected. Splits in panels should not allow light to be visible through the door however. Certain types of doors require periodic Homeowner maintenance. Seller is not responsible for splits caused by Homeowners lack of maintenance or neglect.

#### Swelling

For doors exposed to weather, swelling can occur. This is caused by the normal absorption and release of moisture of the wood components of a The resulting expansion and door. contraction may cause noticeable variations in the fit and operation of the door. This is a normal characteristic of doors with wooden components. Doors, however, should be installed with adequate reveals to allow for these variations, so that the operation of the door is not impaired from normal use.

#### Warpage of Doors

Minor warping, cupping, bowing, or twisting of doors, especially exterior doors, will occur due to temperature differentials on inside vs. outside surfaces. Doors should not warp to the extent that they become inoperable or cease to function properly. OBSERVATION DURING THE ONE-YEAR PLAN PERIOD--CORRECTIVE ACTION WILL BE TAKEN WHEN:

... Split in door panel is allowing visible light through the door. Other Manufacturer's warranties may apply.

#### ACTION BY SELLER WITHIN ONE-YEAR PLAN PERIOD

Fill the split and match paint or stain finish as closely as is practical and possible. An exact match is not guaranteed. The door panel may be replaced at the sole discretion of the Seller's representative.

... Door swells to the point it binds or may be damaged by continued use.

Correct by making adjustments as needed to meet guideline.

 $\dots$  Door becomes inoperable, ceases to be weather resistant, or exceeds  $\frac{1}{4}$ " measured vertically, horizontally, or diagonally from corner to corner. Correct or replace and refinish to match existing doors as near and as close as practical. An exact match is not guaranteed.

#### DRYWALL

This section addresses all of the drywall areas of the home. Drywall is also known as **sheetrock** and **gypsum board**. This section describes the One-Year Plan Performance Guidelines for typical characteristics and occasional problems associated with drywall.

ONE-YEAR PLAN PERFORMANCE GUIDELINE

#### Bowed, Uneven, or Wavy Surfaces

All drywall surfaces have slight variations due to the drywall's flexibility, the material it is fastened to, other components installed in the wall behind the drywall, such as plumbing pipes or framing hardware, or the type and amount of joint compounds and tapes used. Humps and/or dips can be visible from different angles or in various types of light but are considered normal if not greater than the tolerance specified.

#### Cracking

Cracks in drywall are a common characteristic and are typically caused by normal shrinkage of lumber to drywall which the is attached. settlement of the home or temperature variations from the changes of the seasons or the home's heating and cooling system. They will typically occur at framing or drywall joints, corner bead locations, or other areas prone to movement. Minor cracking is to be expected and is considered to be normal Homeowner maintenance.

#### Crowning or Shadowing

Crowning is when a drywall joint is excessively higher than the plane of the drywall board on each side. All joints should be finished in such a manner that the center of the joint is only slightly higher than the plane of the drywall board surface using the proper amount of joint compound and finished with a wide flat edge. (Also see "Bowed, uneven, or wavy surfaces" in this section.)

OBSERVATION DURING THE ONE-YEAR PLAN PERIOD--CORRECTIVE ACTION WILL BE TAKEN WHEN:

... Areas of unevenness exceed  $\frac{1}{2}$ " within any 36-inch horizontal measurement (determined by centering a 6-foot straight edge at the center of the bow), or  $\frac{1}{2}$ " within any 8-foot vertical measurement.

ACTION BY SELLER WITHIN ONE-YEAR PLAN PERIOD

Repair as needed to bring the variance to within the guideline. Reasonable efforts will be made to match the original surface texture and finish color as closely as practical and possible, but **Seller does not guarantee an exact match.** Proper and acceptable completion of the repair finish will be determined by the Seller's representative's inspection.

... Cracks exceed 1/8" in separation, unless caused by Homeowner damage or neglect.

Crack will be filled and surface patched using industry guideline methods. Only the affected area will be repainted. Reasonable efforts will be made to match the original surface texture and finish color as closely as practical and possible, but **Seller does not guarantee an exact match**. Proper and acceptable completion of the repair finish will be determined by the Seller representative's inspection.

... Crowning of joint exceeds 1/8" as measured with a 12" broad knife placed over the center of the joint.

Repair as necessary to comply with guideline. Reasonable efforts will be made to match the original surface texture and finish color as closely as practical and possible, but **Seller does not guarantee an exact match**. Proper and acceptable completion of the repair finish will be determined by the Seller representative's inspection.

#### Nail Pop

This occurs when the head of a nail or screw pops through the drywall's finished surface due to the contraction and expansion of the lumber the drywall is nailed to. It is a normal characteristic of drywall and the Homeowners responsibility to repair as needed. Numerous nail or screw pops in close proximity are not acceptable and require repair by the Seller.

#### OBSERVATION DURING THE ONE-YEAR PLAN PERIOD--CORRECTIVE ACTION WILL BE TAKEN WHEN:

... Four (4) or more nail or screw pops occur in close proximity. For nail or screw pops that are within the guideline, a one-time only courtesy repair (during the Plan period) will be performed to demonstrate the repair method for future Homeowner maintenance.

#### ACTION BY SELLER WITHIN ONE-YEAR PLAN PERIOD

Repair as needed. Reasonable efforts will be made to match the original surface texture and finish color as closely as practical and possible, but Seller does not guarantee an exact match. Proper and acceptable completion of the repair finish will be the Seller determined by inspection. lf representative's Homeowner has repainted with custom color or added wallpaper, responsible Homeowner is for repainting and/or rewallpapering.

#### Out of Level, Plumb, or Square

Wall surface edges at openings, corners, sills, shelves, etc., will be found to vary slightly from level (horizontal), plumb (vertical), or square (perpendicular or at a 90° angle). These variations should be minimal.

... Variance to level, plumb, or square exceeds  $\frac{1}{4}$  in any 6-foot measurement.

Repair as needed to bring the variance within the guideline. Reasonable efforts will be made to match the original surface texture and finish color as closely as practical and possible, but **Seller does not guarantee an exact match**. Proper and acceptable completion of the repair finish will be determined by the Seller representative's inspection.

#### **Ridging or Beading**

"Ridges" that are visible along drywall joints should not occur. Drywall, as with other building materials, grows or shrinks in response to changes in temperature and humidity. Since drywall panels in a partition or ceiling are confined to a specific space, they are put under stress, by either compression or tension depending on the temperature or humidity conditions. These stresses are relieved when the panel bends outward in the region of the joint. Once this bending takes place, it becomes progressively worse with change each of temperature or humidity until the system takes a "set" and never returns to normal. This progressive deformation appears as a uniform continuous ridge, approximately 2" wide along the length of the joint. Note: Ridging should not be mistaken for typical uneven or wavy surfaces that under certain lighting conditions can be detected but are within the performance guideline (see "Bowed, uneven, or wavy surfaces" in this section).

#### OBSERVATION DURING THE ONE-YEAR PLAN PERIOD--CORRECTIVE ACTION WILL BE TAKEN WHEN:

... Determine from inspection by Seller's representative concludes that "ridging" has developed.

#### ACTION BY SELLER WITHIN ONE-YEAR PLAN PERIOD

Repair as required to eliminate ridging. Adequate "set" time to allow a ridging condition to develop fully before undertaking repairs is one full annual cycle of the four seasons, it is, therefore, at the sole discretion of the Seller's representative to determine the proper time for the repair. Repairs will be timed for warm and dry weather conditions. Reasonable efforts will be made to match the original surface texture and finish color as closely as practical and possible, but Seller does not guarantee an exact match. Proper and acceptable completion of the repair finish will be the Seller determined by representative's inspection.

#### Surface Imperfections

In addition to the drywall itself, nails, corner bead, drywall compound, tape, and texture also make up the materials that comprise what is visible as "finished" drywall. Slight imperfections, such as, but not limited to, nail head dimples, blisters in tape, seam lines, trowel marks, and variations in texture as a result do occur and are considered acceptable variations.

#### OBSERVATION DURING THE ONE-YEAR PLAN PERIOD--CORRECTIVE ACTION WILL BE TAKEN WHEN:

... Imperfections can be readily observed by visual inspection from no less than 3 feet away without resorting to artificial light placement.

... Seams are not taped and covered by one coat of drywall compound or nail heads are visible in areas, such as garages, that are drywalled but not "room finished."

#### ACTION BY SELLER WITHIN ONE-YEAR PLAN PERIOD

Repair/patch problem as needed. Reasonable efforts will be made to match the original surface texture and finish color as closely as practical and possible, but **Seller does not guarantee an exact match**. Proper and acceptable completion of the repair finish will be determined by the Seller representative's inspection.

Repair/patch problem as needed. Reasonable efforts will be made to match the original surface texture and finish color as closely as practical and possible, but **Seller does not guarantee an exact match**. Proper and acceptable completion of the repair finish will be determined by the Seller representative's inspection.

#### **ELECTRICAL SYSTEMS & FIXTURES**

This section refers to the electrical system and the light fixtures of the home. Normal characteristics, occasional problems, and One-Year Plan Performance Guidelines that apply to them are listed and defined. (Also see "Manufactured Products" section.)

ONE-YEAR PLAN	<b>OBSERVATION DURING THE ONE-</b>	ACTION BY SELLER WITHIN
PERFORMANCE GUIDELINE	YEAR PLAN PERIOD CORRECTIVE	ONE-YEAR PLAN PERIOD
	ACTION WILL BE TAKEN WHEN:	

#### Air Infiltration Around Electrical Ou<u>tlets</u>

Electrical outlet boxes are backed by the exterior wall of the home, which may allow some air infiltration to occur. This is normal and not considered to be a defect.

#### **Bulbs Burned Out**

Seller cannot guarantee the life of light ... Not applicable. Exceptions apply if bulbs. The home should be furnished with functioning light bulbs at the time of new home orientation. Seller is not responsible for burned out light bulbs after the new home orientation. Those light bulbs provided by the Seller that are documented as burned out no later than the new home orientation will be replaced.

#### **Circuit Breakers Tripping, Fuses** Blowing

Circuit breakers and fuses are designed to trip ("pop" or "kick off") or blow to protect the home from power surges, overloading of the circuits, shorts, etc. They should not activate under normal usage. Repeated occurrences may indicate a malfunction or other problem. Homeowners should use caution not to improperly use or overload circuits.

#### Ground Fault Interrupter (GFI) Trips

GFI's are sensitive safety circuit breakers designed to protect against electrical shock. This is why they are typically installed in the areas of the home that are exposed to water during normal use and are very easy to trip. Freezers, refrigerators, or other appliances requiring constant electrical flow should not be plugged into GFI circuits.

**One-Year Plan Performance Guidelines** Part Three

... Not applicable.

fixture is found to be defective.

No action will be taken. If exception applies, repair or replace fixture as needed and provide new bulbs.

None.

... Breakers kick off excessively or fuses blow as a result of improper workmanship and/or materials used, and not due to homeowner-caused circuit overload. Criteria is based on the applicable local, state and approved National Fire Protection Association's electrical codes, or problem is directly attributable to improper design, defective materials, or an incorrect method of installation.

... GFI breaker does not meet applicable local, state and approved National Fire Protection Association's electrical codes, or problem is directly attributable to improper design, defective materials, or an incorrect method of installation. Please see information in Homeowner Handbook.

Correct as needed to meet code requirements.

Correct as needed to meet code requirements

#### **ELECTRICAL SYSTEM & FIXTURES** (Continued)

#### ONE-YEAR PLAN PERFORMANCE GUIDELINE

#### Installation

All fixtures, electrical boxes and trim plates will be installed securely, plumb and level and reasonably tight to wall Any items not or ceiling surface. meeting the guideline should be documented at the time of new home orientation. Homeowner should exercise proper care and use. Examples are avoiding improper tugging or hanging on fixtures, and retightening plate screws as they may become loose with normal use.

#### **Lights Dimming**

Occasionally, a momentary dimming of lights or other signs of power drains on an electrical circuit can be detected. These occur typically when an appliance is turned on, an air conditioning unit starts up, or some other instantaneous draw of electrical current is required. This is a normal characteristic of the electrical circuits and does not indicate a defective condition. Attention and caution should be used by Homeowners not to overload circuits beyond their capacity.

#### **Lights Flickering**

Lights should not flicker with normal Homeowner should exercise use. proper care and use to avoid overloading circuits and fixtures. For example, this usually occurs when more appliances than the design circuit load are plugged into a circuit, or oversized light bulbs are used.

#### Manufacturer's Defects

Please see "Manufactured Products" section.

#### **Noisy Exhaust Fans**

Fans should operate as intended, without excessive vibration or rattling. On occasion, wind may cause a slight vibration of vent flaps which is a normal occurrence.

**One-Year Plan Performance Guidelines** Part Three

#### OBSERVATION DURING THE ONE-YEAR PLAN PERIOD -- CORRECTIVE ACTION WILL BE TAKEN WHEN:

... No action will be taken unless the Level or secure as necessary to meet problem is directly attributable to improper design, defective materials, or an incorrect method of installation.

#### ACTION BY SELLER WITHIN **ONE-YEAR PLAN PERIOD**

guideline, if applicable.

... Not applicable. Dimming lights or other noticeable momentary power drains are normal and characteristic when appliances or other equipment on the circuit start up. Circuitry should meet the applicable local, state, and approved National Fire Protection Association's electrical codes for installation and material requirements. Seller will only be responsible for problems directly attributable to improper design, defective materials, or an incorrect method of installation.

... Flickering occurs due to a problem Correct as needed. directly attributable to defective materials or an incorrect method of installation.

Correct as needed to meet code requirements.

... Please see "Manufactured Products" section.

... Fan blade hits the casing, is impeded by obstructions that cause unintended noise or vibration, or is directly attributable to improper design, defective materials, or an incorrect method of installation.

Please see "Manufactured Products" section.

Repair or replace as needed.

### **ELECTRICAL SYSTEM & FIXTURES** (Continued)

ONE-YEAR PLAN PERFORMANCE GUIDELINE	OBSERVATION DURING THE ONE- YEAR PLAN PERIODCORRECTIVE <u>ACTION WILL BE TAKEN WHEN:</u>	ACTION BY SELLER WITHIN ONE-YEAR PLAN PERIOD
Outlets, Switches, Doorbell, or Fixtures Malfunction Each serve the function they were designed for.	Malfunction occurs of outlet, switch, doorbell or fixture.	Repair as needed.
Scratched\Damaged Fixtures or Coverplates Seller is not responsible for scratches or other damage to fixtures occurring after the new home orientation. Scratched or damaged fixtures that are documented with the Seller no later than the new home orientation will be repaired or replaced.	Not applicable. Any scratches or damaged fixtures should be documented at the new home orientation.	No action will be taken.
Smoke Detectors Smoke detectors should not fail. Seller warrants against problems related to improper installation or defective parts. Smoke detectors do, however, require regular Homeowner maintenance such as replacing batteries and cleaning regularly in order to function properly. If not properly and routinely maintained, smoke detectors may intermittently "beep," fail to operate, or false alarms may occur that are not the result of faulty components. Seller is not responsible for Homeowner lack of maintenance or neglect.	Problem is attributable to improper installation or defective parts per the manufacturer's limited warranty.	Replace defective unit.
Tarnished Fixtures (exterior) All exterior fixtures are exposed to the sun and weather conditions that not within the Seller's control.	Not applicable.	Not applicable.
Tarnished Fixtures (interior) Finish of fixtures may tarnish with normal use. Some cleansers may cause fixture finish to tarnish more rapidly than with normal use. Seller is not responsible for Homeowners improper cleaning or neglect.	Tarnishing is determined to be caused by defective surface or subsurface finish by Seller's representative.	Replace if determined to be defective finish. No action will be taken if problem is related to Homeowner's improper cleaning or neglect.
Television and Cable TV See "Utility Hook-Ups" section.	See "Utility Hook-Ups" section.	See "Utility Hook-Ups" section.

#### **ELECTRICAL SYSTEM & FIXTURES** (Continued)

ONE-YEAR PLAN	<b>OBSERVATION DURING THE ONE-</b>	ACTION BY SELLER WITHIN
PERFORMANCE GUIDELINE	YEAR PLAN PERIOD CORRECTIVE	ONE-YEAR PLAN PERIOD
	ACTION WILL BE TAKEN WHEN:	

#### Wiring Not Carrying Designated Load

All wiring in the home is rated to carry a design load specified by the Manufacturer. It should perform to this guideline under normal residential use. ... Wiring does not carry design load as determined by applicable local, state, and approved National Fire Protection Association's electrical codes, or problem is directly attributable to improper design, defective materials, or an incorrect method of installation.

Correct as needed to meet code requirements.

#### **FENCING & WALLS**

This section refers to the fencing and wall structures installed by the Seller within the Homeowner's property boundaries. This section describes the attributes and occasional problems associated with fencing and walls and the One-Year Plan Performance Guidelines that apply to them. This section covers two types of fences and/or walls: wooden and masonry.

ONE-YEAR PLAN PERFORMANCE GUIDELINE

**OBSERVATION DURING THE ONE-**YEAR PLAN PERIOD -- CORRECTIVE ACTION WILL BE TAKEN WHEN:

#### ACTION BY SELLER WITHIN **ONE-YEAR PLAN PERIOD**

#### FOR ALL FENCING TYPES:

#### **Excessive Rusting or Deteriorating Metal Parts**

should not exhibit rust or other deterioration during the Plan period. protective finish on the metal or Seller is not responsible for problem is directly attributable to Homeowner misuse or neglect, i.e., sprinkler water directed at or an incorrect method of installation. metal, chipping or scratching of the protective finish, etc.

#### Location of Stepdowns

Grade elevation variations between lots may necessitate fencing level stepdowns. Seller attempts to accomplish stepdowns in a gradual, aesthetically pleasing manner, but cannot guarantee locations will fall at property lines, or as otherwise that may be desired aesthetically.

#### Mildew, Mold, Fungus, Etc.

These types of growth may cause discoloration if not regularly and properly cleaned and/or treated by Homeowner when they appear. They occur naturally due to environmental conditions that are beyond the control of the Seller.

Metal parts exposed to the elements ... Excessive rust occurs during the Plan period due to failure of the improper design, defective materials,

Repair as necessary.

... Not applicable

No action will be taken.

... Not applicable

No action will be taken.

ONE-YEAR PLAN PERFORMANCE GUIDELINE

#### FOR WOODEN FENCING:

#### Damage, Breakage to Fencing

Fences should be installed per the Seller's specifications, the community approved plans, and/or the approved building permit plans, whichever are applicable. Fences are not designed or engineered to meet any guideline regarding forces of nature, such as wind, rain, snow, seismic, etc., nor to withstand Homeowner misuse or neglect, such as improper landscape loading, climbing, or erosion around posts and/or footings. Seller is not responsible for damage or breakage to fencing unless directly attributable to improper installation or defective materials defined by the Seller's as specifications, the community approved and\or plans, the approved building permit plans, whichever are applicable.

#### **Heights of Fencing**

Fences should be installed per the Seller's specifications, the community approved plans, and\or the approved building permit plans, whichever are applicable. Due to varying finish grade levels next to fencing, fence heights from finish grade levels may vary from the actual height of the fence members. Fencing may not meet requirements for property with a swimming pool. Fencing height requirements for a swimming pool are not Seller's responsibility. OBSERVATION DURING THE ONE-YEAR PLAN PERIOD--CORRECTIVE ACTION WILL BE TAKEN WHEN:

#### ACTION BY SELLER WITHIN ONE-YEAR PLAN PERIOD

... Not applicable. Exceptions apply if fencing is not installed per the Seller's specifications, the community approved plans, and\or the approved building permit plans, whichever are applicable. No action will be taken unless exceptions apply; then repair or replace as needed.

... Not applicable. Exceptions apply if fencing is not installed per the Seller's specifications, the community approved plans, and/or the approved building permit plans, whichever are applicable. No action will be taken unless exceptions apply; then repair or replace as needed.

ONE-YEAR PLAN PERFORMANCE GUIDELINE

#### FOR MASONRY FENCING:

#### Broken or Loose Blocks or Loose Walls

Concrete Masonry Unit (CMU) blocks should not be broken or be loose. Block walls should be examined at time of new home orientation for looseness of damage. Seller is not responsible for damage or settlement caused by Homeowner misuse, such as improper loading of landscape fills, overwatering, children playing on walls, impact by landscaping machinery, etc.

#### Cracked Mortar or Cracked Blocks (CMU)

Mortar and concrete masonry units (CMU) are cementitious products and subject to cracking from causes such as wall movement or expansion and contraction. Seller is not responsible for cracking or settlement caused by Homeowner misuse, such as improper loading of landscape fills, overwatering, children playing on walls, impact by landscaping machinery, etc.

#### **Decorative Wall Finishes**

Stucco finishes on block wall surfaces ... Stucco cracks exceed an average will crack as a result of wall movement width of 1/8". and/or settlement.

OBSERVATION DURING THE ONE-YEAR PLAN PERIOD -- CORRECTIVE ACTION WILL BE TAKEN WHEN:

... No action will be taken after new

apply if problem is directly attributable

to improper design, defective materials,

or an incorrect method of installation.

Exceptions may

home orientation.

#### ACTION BY SELLER WITHIN ONE-YEAR PLAN PERIOD

Repair or replace as necessary.

... Mortar deteriorates or falls out of Cracks will be pointed with mortar. joint(s) or cracks exceed an average Note: new mortar may be different in width of 1/8". Cracks in individual color from existing mortar. concrete masonry units exceed an average width of 1/16".

Repair as necessary using approved materials for stucco repair. Reasonable efforts will be made to match the original surface texture and finish color as closely as practical. However, Seller does not guarantee an exact match.

**ONE-YEAR PLAN** PERFORMANCE GUIDELINE

#### Efflorescence

Occasionally a white, powdery, crystalline buildup called efflorescence will appear on fences or masonry walls that is caused by salts in the soil being carried by moisture passing through the porosity of concrete. Retaining walls are especially susceptible because of their contact with the soil. This is most prevalent in areas where soils have high salt content. Depending on the soils in occurrence the area. the of efflorescence can be minimized, not avoided, with regular cleaning by Homeowner. Seller is not responsible for efflorescence since it is caused by naturally occurring elements in the soils and moisture from natural or Homeowner sources.

#### **Footing Overspill**

width of wall blocks and therefore will minimum of 3" of final grade material. extend beyond the wall surface. The footing should be covered with a minimum of 3" of final grade material.

#### Heights of Wall

Walls should be installed per requirements of the Seller's specifications, the community approved plans and/or the approved building permit plans, whichever are applicable. Due to varying finish grade levels next to walls, wall heights from finish grade levels may vary from actual height of wall courses.

#### Mildew, Mold, Fungus, Etc.

These types of growth may cause ... Not applicable. discoloration if not regularly and properly cleaned and/or treated by Homeowner when they appear. They occur naturally due to environmental conditions, which are beyond the control of the Seller.

One-Year Plan Performance Guidelines

Part Three

#### **OBSERVATION DURING THE ONE-**YEAR PLAN PERIOD -- CORRECTIVE ACTION WILL BE TAKEN WHEN:

... Not applicable.

#### ACTION BY SELLER WITHIN ONE-YEAR PLAN PERIOD

No action will be taken.

Block wall footings are wider than the ... Footing is not covered with a

... Wall heights are not per the Seller's specifications, the community approved plans, and/or the approved building permit plans, whichever are applicable.

Install necessary final grade material to meet guideline.

Repair as needed.

No action will be taken.

#### ONE-YEAR PLAN PERFORMANCE GUIDELINE

#### Moisture Seeping Through Walls

Moisture seepage is caused by rain, irrigation water, offsite drainage, or underground sources percolating through the soils and passing through the porosity of the masonry block and Seepage is a normal grout. characteristic of masonry walls and cannot be completely prevented. Soil exposed sides of retaining walls should be properly treated with an approved water-resistant (not waterproof) coating. Where retaining walls are installed, weepholes should be placed in the lowest course to allow seepage to pass through and thereby prevent water from building up behind the wall. Homeowner should avoid blocking weepholes which prevents them from functioning properly. Seller is not responsible for seepage.

#### Shading Variations

There will be some shade variations with Concrete Masonry Unit (CMU) blocks due to varying mixtures and curing conditions. Shading variations should not substantially detract from the aesthetic appearance of the wall.

#### Size Variation of CMU

CMU blocks will vary in size (height, width and depth) to a small degree. Sunlight shining across the plane of the wall will accentuate the block size variances at certain times of day.

#### OBSERVATION DURING THE ONE-YEAR PLAN PERIOD--CORRECTIVE ACTION WILL BE TAKEN WHEN:

... Not applicable. Exceptions apply if problem is directly attributable to improper design, defective materials, or an incorrect method of installation. ACTION BY SELLER WITHIN ONE-YEAR PLAN PERIOD

No action will be taken unless exception applies which will be corrected as needed.

... Seller's representative determines Replace blocks as necessary. shade variation does not meet appearance guideline.

... Variance between any abutting Replace blocks as necessary. blocks exceeds  $\frac{1}{4}$ .

#### FIREPLACES & DECORATIVE GAS APPLIANCES

This section refers to any fireplaces or decorative gas appliances (DGAs) that may be installed in the home. To differentiate, a fireplace will be defined as any unit designed and equipped to burn combustibles (wood, paper, etc.) in addition to gas. A decorative gas appliance (DGA) will be defined as those units that aesthetically resemble fireplaces but are designed exclusively to burn gas only. This section describes the attributes and the One-Year Plan Performance Guidelines that apply to them. (Also see "Manufactured Products" section.)

ONE-YEAR PLAN PERFORMANCE GUIDELINE	OBSERVATION DURING THE ONE- YEAR PLAN PERIODCORRECTIVE ACTION WILL BE TAKEN WHEN:	ACTION BY SELLER WITHIN ONE-YEAR PLAN PERIOD
<b>Cracks in Refractory Panels</b> Panels should not crack or separate with normal use of product. Homeowner should exercise proper care and use by avoiding the use of synthetic logs or other materials not approved by the Manufacturer that will cause excessive heat and refractory panel cracking.	Does not meet Manufacturer's warranty guidelines. Please refer to "Manufactured Products" section.	Please refer to "Manufactured Products" section.
Fireplace Door(s) Operation Fireplace doors should operate freely and smoothly without binding. Doors should meet evenly and align with each other. Seller is not responsible for Homeowner misuse.	Doors stick or bind excessively or doors are misaligned more than 1/8" in any direction.	Repair or replace as necessary.
Gas Leaks Gas leaks should not occur. Homeowner should shut off appliance and/or gas source, open windows, and contact local gas utility immediately.	Gas leak is detected.	Repair or replace as necessary.
<b>Gas Log Positioning</b> In sealed units the logs are preplaced by the Manufacturer and should not be repositioned. On unsealed units the logs should be placed in a manner that allow the flame to flow through the logs. The position should be checked at the time of the new home orientation.	Does not meet Manufacturer's warranty guidelines. Please refer to "Manufactured Products" section.	Please refer to "Manufactured Products" section.
Malfunction of Decorative Gas Appliances Decorative gas appliances should function as represented and intended by the Manufacturer. Homeowner should exercise proper care and use to avoid making any alterations that deviate from the Manufacturer's recommendations.	Does not meet Manufacturer's warranty guidelines. Please refer to "Manufactured Products" section.	
<u><b>Manufacturer's Defects</b></u> Please refer to "Manufactured Products" section. One-Year Plan Performance Guidelines Part Three	Please refer to "Manufactured Products" section.	Please refer to "Manufactured Products" section.

#### FRAMING

This section addresses the framing or rough carpentry components of the home. These predominantly include materials made of rough lumber products like beams, joists, posts, rafters, studs, and trusses and do not include interior finish wood products like castings or trim. It covers the typical characteristics and problems that arise from time to time and the One-Year Plan Performance Guidelines that apply to them.

ONE-YEAR PLAN <u>PERFORMANCE GUIDELINE</u>	OBSERVATION DURING THE ONE- YEAR PLAN PERIODCORRECTIVE ACTION WILL BE TAKEN WHEN:	ACTION BY SELLER WITHIN ONE-YEAR PLAN PERIOD
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#### Bowed, Uneven or Wavy Surfaces

All interior and exterior framing surfaces have slight variations. These can be caused by variations in the natural materials used, methods of installation, or components inside the wall, such as plumbing, piping, or framing hardware. Minor bows, uneven or wavy surfaces are normal and to be expected if not greater than the tolerance specified.

#### Checking and Warping

All wood beams and posts (interior and exterior) are subject to checking (splitting) and warping (twisting, bowing, or cupping) as they dry out. As the wood increases in thickness, the tendency to check or warp also increases. These characteristics are normal within the performance guideline tolerance unless they affect the structural integrity of the framing member or interfere with the purpose for which it was installed (see "Structural integrity" in this section.)

#### Floor Squeaks/Subfloor Loose

All wooden floors produce slight noises like faint creaking or squeaking. This is understandable given the large number of separate elements that are fit and fastened together and the amount of movement (flexing) the structure is designed to accommodate. Seasonal changes in temperate and/or humidity can also cause creaking or squeaking. No floor is squeak proof. Slight floor noises are considered normal and not covered by the guideline.

... Areas of unevenness exceed  $\frac{1}{2}$ " within any 36-inch horizontal measurement (determined by centering a 6-foot straight edge at the center of the bow), or  $\frac{1}{2}$ " within any 8-foot vertical measurement.

Repair as needed to bring the variance to within the guideline.

... Cracks affect structural integrity.

Repair and/or replace as needed.

... Squeaking sound is directly attributable to loose subflooring, defective materials, or an incorrect method of installation.

On a one-time basis during the One-Year Plan Period, refasten any loose subflooring or repair as needed to minimize or eliminate the noise to the extent possible within reasonable repair capability. NOTE: Carpeting may have to be cut at a seam in order to effect subfloor repairs. Cut seams will be redone to original installation specification.

One-Year Plan Performance Guidelines Part Three

#### FRAMING (Continued)

ONE-YEAR PLAN PERFORMANCE GUIDELINE

#### Out of Level or Plumb

Walls and surface edges at openings, corners, sills, shelves, etc. can vary slightly from level (horizontal) or plumb (vertical). These variations should be minimal. OBSERVATION DURING THE ONE-YEAR PLAN PERIOD--CORRECTIVE ACTION WILL BE TAKEN WHEN:

... Variance to level or plumb exceeds 3/4" in any 8-foot measurement. Wall out of square is not actionable.

#### ACTION BY SELLER WITHIN ONE-YEAR PLAN PERIOD

Repair as needed to bring the variance within the guideline. Reasonable efforts will be made to match the original surface texture and color as closely as practical and possible, but Seller does not guarantee an exact match. Proper and acceptable completion of the repair finish will be determined by the Seller representative's inspection.

Stairs will be brought into compliance

with applicable building code.

#### Stair Dimensions and Steepness

Stair dimensions and/or steepness will meet the applicable building code requirements in effect at the time the building permit was issued for construction of the home.

#### Structural Integrity

Any structural framing members, those that directly or indirectly support the frame structure, must maintain the integrity of the use it was designed and constructed for. The specifications of the structural lumber used in the home designate sizes and lengths necessary to carry the loads for which they were intended.

#### Uneven Ceiling

Variation in ceiling joists and trusses.

#### Uneven or Unlevel Wood Floors/ Subfloors

Wooden flooring areas shall not have excessive humps, ridges, depressions.

... Stairs dimension and/or steepness do not comply with the applicable building code in effect at the time the building permit was issued for construction of the home.

... Condition indicates a current or potential problem that may compromise the structural integrity of the home.

Perform necessary repairs or replacement to structural elements and related damage.

... Due to design and loading of the roof structure, some variances will occur. Excessive if over  $\frac{1}{4}$  in 32".

Repair by shimming, planing or floating affected area.

... Floor slopes  $\frac{1}{2}$  in 10 feet in any direction, or within any room exceeds 0.4% of the room width.

Repair by using floor leveling compound, planing or shimming, or by replacing the immediate section of affected flooring as needed to bring variance to within guideline.

#### GARAGE DOORS

This section refers to the garage doors in the drive-through openings of the garage. (See "Doors & Windows" section for other regular doors.) It describes the normal characteristics, occasional problems that occur, and the One-Year Plan Performance Guidelines that apply to each. (Also see "Manufactured Products" section.)

**OBSERVATION DURING THE ONE-ONE-YEAR PLAN** PERFORMANCE GUIDELINE YEAR PLAN PERIOD -- CORRECTIVE ACTION WILL BE TAKEN WHEN:

#### ACTION BY SELLER WITHIN **ONE-YEAR PLAN PERIOD**

#### **Dents in Metal Doors**

door surface occurring during the should be documented at the time of construction process, move in, or from the new home orientation. use after move in. Seller is not responsible for dents occurring after the new home orientation. Dents that are documented with the Seller no later than the new home orientation will be repaired. Doors that cannot be properly repaired will be replaced at the sole discretion of the Seller.

#### Garage Door Opener Adjustments

Garage door openers (if installed by Seller) will be demonstrated at the new home orientation. lt is the responsibility Homeowner's to maintain tracks, rollers, chains, sensors, etc. to insure smooth operation. Seller is not responsible for adjustments occurring after the new home orientation. Needed adjustments that are documented with the Seller no later than the new home orientation will be made.

#### Garage Door or Garage Door **Opener Malfunctions**

Garage doors and garage openers should operate as intended with normal use. If Seller installs garage door opener, Manufacturer warranties apply. Note: new obstruction sensor devices (if applicable) should not be blocked or bumped. Seller cannot be responsible for Homeowner misuse or problems caused by garage door openers or other devices installed by Homeowner. Read Manufacturer's warranty. Homeowner's installation of certain devices (i.e., openers) may void Manufacturer's warranty.

Dents are a result of impacts to the ... Not applicable, any door dents

No action will be taken.

... Not applicable. Seller will not adjust No action, unless exceptions apply; garage door opener after the new orientation demonstration. home Exceptions apply if problem is attributable to improper installation or defective parts used.

then adjust or replace as necessary.

... Garage door fails to operate Adjust or repair as needed. correctly unless problem is caused by a garage door opener, or other device installed by Homeowner, misuse, or other actions by Homeowner.

# GARAGE DOORS (Continued)

GARAGE DOORS (Continued)		
ONE-YEAR PLAN PERFORMANCE GUIDELINE	OBSERVATION DURING THE ONE- YEAR PLAN PERIODCORRECTIVE ACTION WILL BE TAKEN WHEN:	ACTION BY SELLER WITHIN ONE-YEAR PLAN PERIOD
Leakage at Garage Door A garage door that is properly installed per Manufacturer's specification will provide weather protection but not weather proofing. Minor leakage of rain, snow, dust, or wind is common and to be expected, especially under unusual or significant weather condition.	Gaps around garage door exceed $\frac{3}{4}$ , or it is determined that the door does not meet the Manufacturer Installation recommendations. Seller is not responsible for Homeowner misuse or problems caused by garage door openers or other devices installed by Homeowner.	Repair as needed.
<u>Manufacturer's Defects</u> Please refer to "Manufactured Products" section.	Please refer to "Manufactured Products" section.	Please refer to "Manufactured Products" section.
Springs of Garage Door Not Operating Properly Garage door springs should not lose tension, break prematurely or be undersized. Seller is not responsible for Homeowner misuse or neglect.	Springs loose tension, break, and cause is determined not to be due to Homeowner misuse or neglect.	Replace as necessary.
Dents in Metal Doors If garage doors become damaged due to high winds, damage is warranted only to the extent of the manufacturer's warranty.	Determination is made that damage is covered by the Manufacturer's warranty.	Repair or replace as necessary.
<u>Finish of Wood Garage Doors</u> The wood of garage doors must be regularly maintained by the homeowner. Painting and treating on a	Determination is made that finish is not per the manufacturer's specifications.	Repair as needed.

One-Year Plan Performance Guidelines Part Three

yearly or more frequent basis may be required to protect the door from

weather conditions.

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#### HARDWARE

This section refers to all hardware items in the home such as doorknobs, latches, hinges, locks, door bumpers, etc. It addresses typical characteristics and occasional problems associated with hardware and the One-Year Plan Performance Guidelines that apply to them. (Also see "Manufactured Products" section.)

ONE-YEAR PLAN PERFORMANCE GUIDELINE	OBSERVATION DURING THE ONE- YEAR PLAN PERIODCORRECTIVE ACTION WILL BE TAKEN WHEN:	ACTION BY SELLER WITHIN ONE-YEAR PLAN PERIOD
<b>Door Hinge Residue</b> Door hinges need to be lubricated periodically. The lack of lubrication (liquid lubrication should be used) will cause friction and wear, which can be visually identified by a black residue (mostly iron metal fragments) that will accumulate at the friction points and possibly fall to the floor. It is the responsibility of the Homeowner to maintain the door hinges.	Not applicable. Door hinge residue is the result of friction caused by lack of lubrication, which is a maintenance responsibility of the Homeowner.	No action will be taken.
Finish Deterioration Finish should not deteriorate during Plan period. Some cleaning chemicals may cause damage to the finish of doors, handles, faceplates and other items. Seller not responsible for deterioration caused by chemicals used by Homeowner in cleaning.	Finish deteriorates due to material defect(s).	Replace as necessary.
<u>Manufacturer's Defects</u> Please refer to "Manufactured Products" section.	Please refer to "Manufactured Products" section.	Please refer to "Manufactured Products" section.
<b>Operation of Door Knobs/Locks/</b> <b>Catches</b> All hardware will perform smoothly, easily and as intended, without catching, binding or requiring excessive force to operate.	Hardware does not function as intended.	Repair or replace as necessary.
<b>Scratches, Dings</b> Scratches or dings may occur during the construction period, move-in, or after move in from Homeowner use. Seller is not responsible for scratches, dings, or other damage occurring after the new home orientation. Damage that is documented with the Seller no later than the new home orientation will be corrected by repairing or replacing affected item(s).	Not applicable.	No action.

#### **HEATING & COOLING**

This section addresses the heating and cooling systems(s) of the home, as applicable. (Some areas do not have cooling systems installed as guideline.) This system(s) is also known as the air conditioning or HVAC (heating, ventilation, and air conditioning) system. (Also see "Manufactured Products" section.)

ONE-YEAR PLAN	<b>OBSERVATION DURING THE ONE-</b>	ACTION BY SELLER WITHIN
PERFORMANCE GUIDELINE	YEAR PLAN PERIOD CORRECTIVE	ONE-YEAR PLAN PERIOD
	ACTION WILL BE TAKEN WHEN:	

#### Appliance Venting (kitchen hood, dryer)

Vents should provide for unobstructed release of air. No screens or attachment screws should impede air flow or catch debris (lint, grease). Back draft dampers should be installed and function as intended. Vents should meet Manufacturer's and UBC code requirements on size, diameter, length, elbows, etc., whichever apply. If both apply, the Manufacturer's requirements take priority.

#### Compressor Failure

Compressor should not fail within the One-Year Plan Period. Compressor failure beyond the One-Year Plan Period may be covered by the warranty from the Manufacturer. Please read the warranty information provided by the Seller for exact conditions and terms of this extended warranty.

#### Condensation Lines Clogged Up

The cooling system produces condensation and must be drained off through condensation drain lines. On occasion, over the life of the home, debris from the attic (where unit is installed in the attic) or from the system itself may clog the condensation lines. Condensate line blockages not caused by construction debris are the responsibly of the Homeowner.

Venting does not meet Repair as necessary to meet ... Manufacturer's or code requirements. requirements.

... Compressor fails during one-year Repair/replace as necessary. Plan period.

to construction debris or other original condensation flow. construction-related cause.

... Condensation line blockage is due Clear line to re-establish unobstructed

# **HEATING & COOLING** (Continued)

Part Three

ONE-YEAR PLAN PERFORMANCE GUIDELINE	OBSERVATION DURING THE ONE- YEAR PLAN PERIODCORRECTIVE <u>ACTION WILL BE TAKEN WHEN:</u>	ACTION BY SELLER WITHIN ONE-YEAR PLAN PERIOD
<b>Cooling is Inadequate</b> The cooling system should maintain a comfortable temperature in the home but, in cases of grossly different heat, can only maintain a constant differential from the outside temperatures, which can be higher than the optimum inside temperature desired by the Homeowner. Some minor adjustments and maintenance, such as balancing dampers and registers and replacing filters, are the responsibility of the Homeowner.	The cooling system cannot maintain a temperature of $78^{\circ}$ F. as measured 5 feet above the center of the floor of any room. When outdoor temperatures exceed $95^{\circ}$ F., a difference of 17 degrees cannot be maintained. Slight variations in temperature from this guideline of up to $4^{\circ}$ F difference are acceptable between rooms.	Correct the system as needed to meet the Plan performance guideline.
<b>Equipment Laterally Secured</b> Equipment will be secured per Manufacturer's recommendations and instructions.	Equipment is improperly secured per Manufacturer's recommendations and instructions.	Resecure as necessary to meet Manufacturer's recommendations.
Heating is Inadequate The heating system should maintain a comfortable temperature in the home. Some minor adjustments and maintenance, such as balancing dampers and registers and replacing filters, are the responsibility of the Homeowner.	The heating system cannot maintain a temperature of $70^{\circ}$ as measured 3 feet above the center of the floor of any room. Slight variations in temperature from this guideline of up to $4^{\circ}$ F difference are acceptable between rooms.	Correct the system as needed to meet the Plan performance guideline. Repair as necessary to meet requirements.
Leak in Refrigerant Lines One of the key elements that enables the cooling system of the home to cool is refrigerant. It should be completely contained within the system and not leak. From time to time, refrigerant will require refilling even though no leak has occurred.	System loses ability to cool as a result of loss of refrigerant, and cause of leak is not due to Homeowner misuse or neglect.	Repair cause of leakage, restore refrigerant to required levels, and restart cooling system to insure proper operation.
<u>Manufacturer's Defects</u> Please refer to "Manufactured Products" section.	Please refer to "Manufactured Products" section.	Please refer to "Manufactured Products" section.
Noises from Ductwork Noises occur in the heating and cooling system due to the flow of air, its velocity, and from the heating and cooling of the ductwork. This often can be heard as a "ticking" or "cracking" sound and is a normal characteristic of the system, and may not be completely eliminated.	A loud popping noise (also known as "oil canning") occurs.	Repair as needed to minimize or eliminate noise.
One-Year Plan Performance Guidelines Part Three		

#### **HEATING & COOLING** (Continued)

ONE-YEAR PLAN PERFORMANCE GUIDELINE	OBSERVATION DURING THE ONE- YEAR PLAN PERIODCORRECTIVE ACTION WILL BE TAKEN WHEN:	ACTION BY SELLER WITHIN ONE-YEAR PLAN PERIOD
Protection of Exterior Refrigerant Lines Exterior refrigerant lines will be securely insulated per Manufacturer's recommendations and/or local codes.	Insulation does not fully encase refrigerant line. Note: Warrantable only if lack of insulation is not due to Homeowner neglect or misuse.	Repair as necessary.
Settling of Exterior Compressor Unit (yard installations only) The exterior compressor unit for the home's cooling system should be set on	Settlement occurs in excess of 1" out of level.	Correct as needed to level.

a stable foundation pad that supports the unit in as close to a level position as possible. Normal settlement may occur and should be checked periodically for adjustment by the Homeowner. Seller will correct on a one-time basis during the one-year Plan period.

# Thermostat Calibration Off

Depending on the make and model of the thermostat, slight temperature variations (actual temperature compared to temperature indicated on thermostat readout) are common and acceptable if not excessive.

# Vents, Grills, and Registers

# **Operation**

operate easily and smoothly without require requiring excessive pressure when accomplish adjustments. adjusting.

... Temperature differential between Repair or replace as necessary to meet performance guideline. thermostat and actual room temperatures exceeds 4°F.

Vents, grills, and registers should ... Adjustment levers are stiff and Lubricate, repair, replace as necessary. excessive pressure to

#### **INSECTS & OTHER PEST CONTROL**

This section addresses issues related to insects and other pests such as rodents or pigeons.

ONE-YEAR PLAN PERFORMANCE GUIDELINE

#### Insects, Rodents, or Vermin

Seller does not spray or treat the home or site for prevention or eradication of any insects. Exceptions may apply where treatment is provided for subterranean termites in certain communities (see "Termites" this rodents section), vermin. or Homeowner should have the appropriate pest control measure applied to control ants, silverfish, wasps, mice, rats, etc., as necessary. The presence of insects, rodents, or vermin or any disease, contamination, other or consequential conditions related to them is not the responsibility of the Seller.

#### **Pigeons or Other Birds**

In certain areas, pigeons or other birds will often seek refuge under eave overhangs and, if access is possible, into attics. Seller takes precautionary steps to prevent or deter pigeon and other bird habitation, but does not guarantee it. Homeowner should periodically inspect perimeter of home and attic to determine if infestation has occurred and take the appropriate corrective measures.

#### **Termites**

The foundation subgrade may be chemically treated to prevent subterranean termite infestation. The chemical(s) used in the treatment, its concentration, rate, method and location should comply in every respect with the current guidelines of the Department of Housing and Urban Development (HUD) as they pertain to single-family housing.

**OBSERVATION DURING THE ONE-**YEAR PLAN PERIOD -- CORRECTIVE ACTION WILL BE TAKEN WHEN:

... Not applicable. Exceptions apply if it is determined that cause of the insect or rodent infestation was directly attributable to improper design, defective materials, or an incorrect method of installation.

ACTION BY SELLER WITHIN **ONE-YEAR PLAN PERIOD** 

No action will be taken unless exception applies to which Seller will professional have pest control measures applied.

... Seller is not responsible for pigeons Correct condition as needed. or other birds roosting at the home unless access to occupied areas is directly attributable to improper design, defective materials, or an incorrect method of installation. Examples would be where "bird stops" are not installed in eave returns and truss blocks or roof vents have openings or voids that allow entry.

... Subterranean termite infestation occurs within five years of treatment, and infestation was not the result of additions or alterations made by the Homeowner which effect the structure or the soil near the structure and create new termite hazards, or interfere with the existing chemical protective barrier (including water near the structure of the home) applied by the original treatment subcontractor.

The Seller will retreat the soil using either the guidelines of HUD in effect at the time of original treatment or at the Seller's option the guidelines in effect at the time of retreatment.

#### INSULATION

This section refers to all exterior wall and ceiling insulation as well as any insulation installed within interior wall cavities for the purpose of sound attenuation.

ONE-YEAR PLAN OBSERVATION DURING THE ONE- ACTIVE PERFORMANCE GUIDELINE YEAR PLAN PERIOD--CORRECTIVE ON ACTION WILL BE TAKEN WHEN:

#### ACTION BY SELLER WITHIN ONE-YEAR PLAN PERIOD

#### Installation Coverage

Insulation will be installed in accordance with approved building plans, specifications and in accordance with all applicable energy and/or building codes. If the Homeowner suspects inadequate insulation and inspection shows this is not the case, the cost of the inspection and any consequential repairs will be the homeowner's responsibility. Plumbing drain lines on two-story homes will be insulated, not plumbing walls.

... Insulation coverages do not meet requirements or conditions of approved building plans, specifications, and applicable energy and/or building codes. Install insulation as required to meet guidelines. Make all necessary consequential repairs to drywall and paint.

#### **IRONWORK**

This section covers all exterior ironwork, including iron gates, decorative elevation ironwork, balcony/porch railings, and fencing iron.

ONE-YEAR PLAN	OBSERVATION
PERFORMANCE GUIDELINE	YEAR PLAN P

DBSERVATION DURING THE ONE-(EAR PLAN PERIOD--CORRECTIVE ACTION WILL BE TAKEN WHEN: ACTION BY SELLER WITHIN ONE-YEAR PLAN PERIOD

#### Exterior Ironwork Rusts

Ironwork exposed to the elements should not exhibit rust or other deterioration during the Plan period. Seller is not responsible for Homeowner misuse or neglect, i.e., sprinkler water directed at iron, chipping or scratching of the protective finish, etc.

... Excessive rust occurs during the Plan period due to failure of the protective finish on the iron, or problem is directly attributable to defective materials or an incorrect method of installation. Repair as necessary.

#### **IRRIGATION & LANDSCAPING**

This section refers to the irrigations systems and landscaping of the home, if installed by the Seller. It addresses the typical characteristics and occasional problems associated with them, as well as the applicable One-Year Plan Performance Guidelines. Unless expressly noted below, Homeowner is responsible for all matters regarding irrigation and landscaping after the Close of Escrow.

**ONE-YEAR PLAN** PERFORMANCE GUIDELINE

#### Broken, Clogged or Malfunctioning Sprinkler Heads

Heads should spray cleanly and evenly in intended pattern (i.e., 90°, 180°, 360°, etc.). Homeowners should regularly check, maintain, and repair irrigation system components. Seller is not responsible for broken, clogged, malfunctioning or sprinkler heads after close of Problems attributable to escrow. installation that are documented at the new home orientation will be corrected.

#### **Coverage of Sprinklers**

Coverage should be complete and thorough, supplying full coverage of intended area without encroaching on neighboring property. Homeowners should regularly check, maintain, and repair irrigation system components. Seller is not responsible for problems with sprinkler coverage occurring after the new home orientation.

#### Dead Trees or Plants

After the new home orientation, the ... Not applicable, unless Seller growth and stability of trees and plants is beyond the Seller's control. Seller will not warrant landscaping Homeowner in an unhealthy or beyond close of escrow or movein, whichever occurs first.

#### Depth / Coverage of Landscape Rocks

rocks should be documented at the time of the new home orientation. Coverage should be complete and full to a depth of 2". Over time, due to exposure to wind and rain, landscape rocks will settle into the soil. Homeowner will have to add rocks to maintain appearance of landscaping.

One-Year Plan Performance Guidelines Part Three

**OBSERVATION DURING THE ONE-**YEAR PLAN PERIOD -- CORRECTIVE ACTION WILL BE TAKEN WHEN:

#### ACTION BY SELLER WITHIN **ONE-YEAR PLAN PERIOD**

the problem is directly attributable to improper installation or defective parts used.

... Not applicable. Exceptions apply if No action will be taken unless exception applies to which problem will be repaired or replaced.

... Not applicable. Exceptions apply if the problem is directly attributable to improper installation or defective parts used.

No action will be taken unless exception applies to which problem will be repaired or replaced.

representative determines plants and/or trees have been delivered to diseased condition.

No action will be taken unless Seller representative determines replacement is justified

Depth and coverage of landscaping ... No action after the new home Not applicable. orientation.

IRRIGATION & LANDSCAPING (C	ontinued)	
ONE-YEAR PLAN PERFORMANCE GUIDELINE	OBSERVATION DURING THE ONE- YEAR PLAN PERIODCORRECTIVE <u>ACTION WILL BE TAKEN WHEN:</u>	ACTION BY SELLER WITHIN ONE-YEAR PLAN PERIOD
Freeze Damage Homeowner is responsible to take precautionary measures to prevent freeze damage. Seller is not responsible for damage due to freezing.	Not applicable.	No action will be taken.
Leaks in the System Seller does not warrant sprinkler system after the close of escrow, unless defective materials or parts are determined to have caused the leak.	Not applicable. Exceptions apply if the problem is directly attributable to improper installation or defective parts used.	No action will be taken unless exception applies to which problem will be repaired or replaced.
clocks/controller(s) will be checked for	Clocks/controller(s) does not function as intended or represented by the Manufacturer.	Repair or replace clock/controller(s) as required to meet guideline. Homeowner should closely monitor conditions of sod, plants and trees to avoid the unnecessary replacement of dead or dying material(s) due to clock/controller(s) failure. Seller is not responsible for dead landscaping material(s) that is the result of clock/controller(s) failure.
Plant and Tree Spacing Because of various landscape area sizes and configurations, as well as directional orientations of the homes on the lots, plant and tree spacing will substantially vary. Seller cannot guarantee uniform or consistent spacing. Seller will install per landscape prints and, if applicable, the master-planned community guidelines.	Not applicable.	No action will be taken.
<b>Rock Efflorescence or Deterioration</b> Landscape rock is a natural substance and subject to deterioration. Some rock types break down faster than others. The rate of deterioration can be affected by the mineral content of the soil and water. Soils that have high	Not applicable.	No action will be taken.

salt (alkali) content can further accelerate the deterioration of the rock. As such, Seller does not warrant

One-Year Plan Performance Guidelines

efflorescence or

effects of

deterioration.

Part Three

#### **IRRIGATION & LANDSCAPING** (Continued)

# ONE-YEAR PLAN PERFORMANCE GUIDELINE

#### Selection of Plants and Materials

Seller attempts to vary the type of ... Not applicable. plants and trees planted in the community. The selection is often time based on what is available. Seller attempts to select and group plants that are compatible in appearance and water usage, but no guarantee is given as to specific type or species to be installed.

#### **Trees Snapping or Uprooting**

uprooted if properly planted and improper planting or staking. staked. Seller is not responsible for extreme weather conditions such as high winds.

#### OBSERVATION DURING THE ONE-YEAR PLAN PERIOD -- CORRECTIVE ACTION WILL BE TAKEN WHEN:

#### ACTION BY SELLER WITHIN ONE-YEAR PLAN PERIOD

No action will be taken.

Trees should not snap or become ... Trees snap or uproot due to Replant or replace as required.

#### MANUFACTURED PRODUCTS

This section refers to the manufactured product in the home that have applicable Manufacturer's warranties and/or Manufacturer's specifications for installation, maintenance, use, and performance that provide the basis for interpretation of Seller's warrantability and action to be taken. Accordingly, warranty service may be provided directly by the Manufacturer, Manufacturer's representative, the Seller, or the Seller's Installer depending on the product, the type of problem, and when the problem is addressed.

#### **ONE-YEAR PLAN** PERFORMANCE GUIDELINE

#### **OBSERVATION DURING THE ONE-YEAR PLAN PERIOD--**CORRECTIVE **ACTION WILL BE TAKEN** WHEN:

#### ... Does not meet Manufacturer's warranty guidelines.

... Manufacturer or representative provide competent service.

Action will be taken by Manufacturer

or Manufacturer's representative. No

action will be taken by the Seller.

ACTION BY SELLER WITHIN

**ONE-YEAR PLAN PERIOD** 

#### Defects

Manufacturer-related defects attributable to the materials used, the manufacturing process, or failure to perform as defined by the Manufacturer's warranty are the responsibility of the Manufacturer. Specific coverage is determined by the Manufacturer's warranty. Seller does not warrant in any manner those items covered by their respective Manufacturer's warranty.

#### Lack of Response or Service

Manufacturer or Manufacturer's representative should respond in a does not respond reasonably or reasonable amount of time and provide competent service.

Manufacturer defects are the responsibility of the Manufacturer and not the Seller. Certain Manufacturer's warranties apply after the one-year Plan period to which the Homeowner is entitled. Careful review of these warranties for terms and periods of coverage is advised. Seller will assist Homeowner and act as

liaison to expedite warrantable service requests. Any action by Seller to assist Homeowner is done strictly as a courtesy. Seller does not warrant in any manner or assume any responsibility assisting by Homeowner for those items covered by their respective manufacturer's warranty.

#### MASONRY

This section refers to all nonstructural block walls, also known as Concrete Masonry Unit (CMU), walls, exterior masonry veneer such as brick, stone, or other materials set with mortar or similar concrete adhesive mixtures. (Also see "Fencing & Walls" section.)

ONE-YEAR PLAN
PERFORMANCE GUIDELINE

#### Broken or Loose Blocks, Bricks, or Other Masonry Units

Concrete Masonry Unit (CMU) blocks, bricks, or other masonry units should not be broken or be loose. Block walls should be examined at time of the new home orientation for looseness or damage. Seller is not responsible for damage reported after the new home orientation.

#### Color, Shading, Size and Shape Variation

slight variations in color, size and representative, block or brick size, shape. Some materials vary more than shape or color variations detract from others. Certain variations are often the intended finish appearance of the intentional to add to the character of wall or veneer. the material.

#### **Efflorescence**

Occasionally, a white, powdery, crystalline buildup called efflorescence will appear on fences or masonry walls that is caused by water-soluble salts in the soil being carried by moisture passing through the porosity of concrete. Retaining walls are especially susceptible because of their contact with the soil. This is most prevalent in areas where soils have high salt content. Depending on the soils in the area, the occurrence of efflorescence can be minimized, not avoided, with regular cleaning by Homeowner. Seller is not responsible for efflorescence since it is caused by naturally occurring elements in the soils and moisture from natural or Homeowner sources.

**OBSERVATION DURING THE ONE-**YEAR PLAN PERIOD -- CORRECTIVE ACTION WILL BE TAKEN WHEN:

#### ACTION BY SELLER WITHIN ONE-YEAR PLAN PERIOD

... No action will be taken after the new home orientation. Exceptions apply if problem is directly attributable to improper design, defective materials, or an incorrect method of installation.

Repair or replace as necessary.

Masonry blocks and bricks will have ... In the determination of the Seller's Repair as needed.

... Not applicable

No action will be taken.

**ONE-YEAR PLAN** PERFORMANCE GUIDELINE

#### **Moisture Penetration**

Moisture seepage is caused by rain, irrigation water, offsite drainage, or underground sources percolating through the soils and passing through the porosity of the masonry bock and grout. Seepage is a normal characteristic of masonry walls and cannot be completely prevented. Soil exposed sides of retaining walls should be properly treated with an approved water resistant (not water proof) Where retaining walls are coating. installed, weepholes should be placed in the lowest course to allow seepage to pass through and thereby prevent water from building up behind the wall. Homeowner should avoid blocking weepholes which prevents them from functioning properly. Seller is not responsible for seepage.

#### Moisture Seeping Through Walls

Moisture seepage is caused by rain, irrigation water, offsite drainage, or underground sources percolating through the soils and passing through the porosity of the masonry bock and grout. Seepage is a normal characteristic of masonry walls and cannot be completely prevented. Soil exposed sides of retaining walls should be properly treated with an approved water resistant (not water proof) coating. Where retaining walls are installed, weepholes should be placed in the lowest course to allow seepage to pass through and thereby prevent water from building up behind the wall. Homeowner should avoid blocking weepholes, which prevents them from functioning properly. Seller is not responsible for seepage.

#### Size Variation of CMU

CMU blocks will vary in size (height, width and depth) to a small degree. Sunlight shining across the plane of the wall will accentuate the block size variances at certain times of day.

One-Year Plan Performance Guidelines Part Three

#### **OBSERVATION DURING THE ONE-**YEAR PLAN PERIOD -- CORRECTIVE ACTION WILL BE TAKEN WHEN:

... Not applicable. Exceptions apply if No action will be taken unless Seller representative determines that exception applies which will be wall was improperly installed or defective materials were used.

#### ACTION BY SELLER WITHIN ONE-YEAR PLAN PERIOD

corrected as needed.

problem is directly attributable to improper design, defective materials, or an incorrect method of installation.

... Not applicable. Exceptions apply if No action will be taken unless exception applies which will be corrected as needed.

... Variance between any abutting Replace blocks as necessary. blocks exceeds 3/16".

#### MASONRY (Continued)

#### ONE-YEAR PLAN PERFORMANCE GUIDELINE

#### Walls Out of Plumb or Tilting

Walls should not tilt or be out of plumb (vertically straight). Seller is not responsible for walls damaged by Homeowner or contractors hired by a Homeowner.

#### OBSERVATION DURING THE ONE-YEAR PLAN PERIOD--CORRECTIVE ACTION WILL BE TAKEN WHEN:

#### ACTION BY SELLER WITHIN ONE-YEAR PLAN PERIOD

... Wall tilts or is out of plumb more f than 5/8" in 6 feet.

Repair or replace affected area as needed.

### **MIRRORS & SHOWER DOORS**

This section refers to all wall mirrors, shower doors, and tub enclosures in the home. Care and use issues as well as occasional problems are described along with their applicable One-Year Plan Performance Guidelines.

ONE-YEAR PLAN PERFORMANCE GUIDELINE	OBSERVATION DURING THE ONE- YEAR PLAN PERIODCORRECTIVE <u>ACTION WILL BE TAKEN WHEN:</u>	ACTION BY SELLER WITHIN ONE-YEAR PLAN PERIOD
<u>Installation</u> Mirrors should not become loose or lose adherence to the wall surface. Clips should not fail or become loose. Shower door components (towel bars, door handles) should be secure.	Problem is directly attributable to improper design, defective materials, or an incorrect method of installation such as mirrors lose adherence to the wall or clips become loose.	Repair as needed.
Scratches, Chips or Other Damage Scratches, chips or other damage may occur during the manufacturing, shipping, installation or construction process. Seller is not responsible for scratches, chips, or other damage occurring after the new home orientation. Damage that is documented with the Seller no later than the new home orientation will be repaired or glass and/or parts replaced.	Not applicable.	No action will be taken.
Shower Door Leaks Shower doors should be installed and sealed so as not to leak. Homeowner is responsible to maintain the door as required.	Shower door leaks.	Repair or replace as needed.

#### **PAINTING & STAINS**

This section covers all of the interior and exterior paint, stain, and caulking of the home. Normal characteristics, maintenance issues, and occasional problems are described along with their applicable One-Year Plan Performance Guidelines. (Also see "Manufactured Products" section.)

ONE-YEAR PLAN **OBSERVATION DURING THE ONE-**PERFORMANCE GUIDELINE YEAR PLAN PERIOD--CORRECTIVE

#### Caulking Deterioration or Cracking

Caulking is commonly used throughout the interior and exterior of the home as a sealant or cosmetic filler. The Seller has a responsibility to provide properly installed caulking where it is required and customary for these purposes. Even properly installed caulking will deteriorate, shrink, and crack with normal exposure, wear, aging, or from the movement of the materials it is adhered to. It therefore, must be maintained as needed by the Homeowner over the life of the home.

#### Color, Shading, and Sheen Variations

In the event that touch up painting is needed, the sheen (luster) of the finish may vary from the sheen of the other areas of the walls. This is normal during the time that the touch up coat is curing to its final sheen. Homeowner should exercise proper care and use to avoid using incorrect paint or improperly storing or applying touch-up paint.

#### Color Variations in Stained Wood Work

With natural wood products, color and grain patterns can vary noticeably. Colors will also change over time depending on varying exposures to sunlight. Other variations can be due to the way the stains and sealing finishes are accepted. These variations are normal and acceptable.

#### <u>Coverage</u>

Paint should cover the underlying surface.

ACTION WILL BE TAKEN WHEN:

ACTION BY SELLER WITHIN **ONE-YEAR PLAN PERIOD** 

... Not applicable unless caulking was originally installed or applied improperly. Caulking must be regularly maintained by the Homeowner since it deteriorates and cracks with normal exposure, wear, and aging.

No action will be taken unless caulking was originally installed or applied improperly.

product was defective or installed improperly Manufacturer's (per guidelines.)

... Paint manufacturer determines paint Repaint affected area, to include squaring up wall from corner to corner.

... Not applicable. Such variations are No action will be taken. a normal characteristic of natural wood.

The surface being painted shall not show through new paint when viewed from a distance of six feet under normal lighting conditions.

Reapply paint as necessary to meet the guideline and match surrounding areas as closely as practical.

#### PAINTING & STAINS (Continued)

#### **ONE-YEAR PLAN** PERFORMANCE GUIDELINE

#### **Deterioration of Exterior Paint**

The exterior wood areas (fascia, casings, trim) have been finished with an exterior paint or stain. Due to environmental factors, such as cold, heat. moisture, wind, and sun exposure, painted or stained materials expand., contract, weather, and age at varying rates. This may cause these surfaces to fade, peel, or crack. This is a normal occurrence and requires periodic Homeowner's maintenance. unless it can be determined that the problem is related to the preparation of the surfaces, method of application, or the materials used.

#### Flaking, Scaling, Peeling

intended and represented by the result Manufacturer. Flaking, scaling, or peeling should not occur with proper installation of paint products during the Plan period.

#### Manufacturer's Defects

Please refer to "Manufactured Please refer to "Manufactured ... Please refer to "Manufactured Products" section. Products" section. Products" section.

#### Paint Overspray

Paint overspray should not be on any surfaces for which it was not intended such as adjacent walls, window glass, cabinets, flooring, tubs, etc.

#### Washability, Scrubability

Paint products should perform as intended and represented by the Manufacturer. Washability and scrubability will vary among paint Flat paints are typically products. applied at non-wet areas and enamel paints typically at high impact areas or areas prone to wetness.

**OBSERVATION DURING THE ONE-**YEAR PLAN PERIOD -- CORRECTIVE ACTION WILL BE TAKEN WHEN:

... Problem is related to preparation, application or material used and not to normal aging.

ACTION BY SELLER WITHIN **ONE-YEAR PLAN PERIOD** 

Prep and reapply as needed to correct.

of original application or materials used.

Paint products should perform as ... Problem is determined to be a Determine if cause is due to improper preparation, installation of product failure and correct as needed.

> ... Paint overspray was the result of Paint over or clean as necessary. Seller application.

... Paint products do not perform as represented by the intended or Manufacturer.

Paint will be reapplied as necessary to meet Manufacturer's specifications for washability and/or scrubability.

#### **PLUMBING**

This section refers to the plumbing system of the home including piping, fittings, valves, and fixtures. Typical characteristics and occasional problems are described along with the One-Year Plan Performance Guidelines that apply to each. (Also see "Manufactured Products" section.)

ONE-YEAR PLAN PERFORMANCE GUIDELINE

#### Chips, Cracks, or Scratches of Fixture Surfaces

These will occur when surfaces are impacted by sharp or heavy objects. Care should be taken to protect these surfaces and use caution when doing anything over them. Chips, cracks or scratches are not covered under any performance guideline unless condition indicates a manufacturing defect and documented at the New Home Orientation (see "Manufacturer's defects" in this section).

#### Clogged or Stopped Up Sewers, Drains, or Fixtures

Occasionally, the drainage of toilets, lavatories, garbage disposals, sinks washing machine drains, bathtubs, or showers will get clogged or stopped up. This can occur when the plumbing system is new due to debris that gets into the lines during construction of the home. Homeowners can cause stoppages by overloading the drainage capacity or by putting improper objects or materials in the lines.

#### **Clogged Toilets**

Clogged toilets may be the result of 1) too much toilet paper and/or solid waste being flushed concurrently, 2) unflushable items (Q-tips, napkins, toys, etc.) being introduced to the toilet, or 3) construction related debris. Homeowner should use a plunger whenever stoppage occurs.

#### Continuously Running Toilets

Toilets should not run continuously.

Corrosion of Fixture Fasteners

Corrosion should not occur with normal use.

One-Year Plan Performance Guidelines Part Three OBSERVATION DURING THE ONE-YEAR PLAN PERIOD--CORRECTIVE ACTION WILL BE TAKEN WHEN:

... Not applicable. Any Seller responsibility damage should have been detected and documented on or before the new home orientation. In these cases, patches are acceptable. ACTION BY SELLER WITHIN ONE-YEAR PLAN PERIOD

No action will be taken unless condition indicates a manufacturing defect. Any Seller responsibility damage should have been documented during the new home orientation. Repairs/refinishing in accordance with industry and/or Manufacture guidelines are acceptable in these cases.

... Stoppage occurs within the first 30 days from move-in or close of escrow whichever occurred first, and is directly attributable to defective materials or an incorrect method of installation. (30 days allows ample time for any stoppages to occur that are caused by installation or construction debris in the line.)

Repair as needed.

... Stoppage occurs within the first 30 Repair as needed. days from move-in or close of escrow whichever occurred first, and is directly attributable to defective materials or an incorrect method of installation. (30 days allows ample time for any stoppages to occur that are caused by installation or construction debris in the line.)

... Problem is directly attributable to Adjust as necessary improper design, defective materials, or an incorrect method of installation.

... Problem is directly attributable to Replace if applicable. defective materials or an incorrect method of installation.

#### **PLUMBING** (Continued)

#### ONE-YEAR PLAN PERFORMANCE GUIDELINE

#### Cracking Tubs or Shower Pans

Tubs and shower pans should not crack with normal use and care by the Homeowner. Cracks that are the result of move-in damage or Homeowner misuse are not part of this Plan. In order to avoid water damage, a cracked tub or shower pan should not be used until properly repaired or replaced.

#### Corrosion of Fixture Fasteners

Corrosion should not occur with normal use.

#### **Dripping Faucets**

This problem can be caused by debris in the water lines that prevent washers and other types of seals in the faucets to work properly allowing minor seepage. It will also occur from regular use over time as the seals wear out. Homeowners will periodically have to replace worn out washers and seals as required as regular and expected maintenance.

#### Flow Restriction or Hot Water Delays

Flow restriction or delays in the amount of time it takes for hot water to arrive at a fixture are a function of the existing water pressure of the system, the water conserving flow restricting features at the outlets, and how far away the water heater is. Mandated flow restrictors at shower heads and aerators, for example, now cause hot water to take longer than it did before water conservation measures were required be law.

#### **Freezing Pipes**

Seller makes reasonable efforts to protect water pipes from freezing. Homeowner is responsible to take prudent precautions to avoid freezing of pipes in extended periods of below freezing temperatures. In such conditions, hoses should be removed from hose bibs.

One-Year Plan Performance Guidelines Part Three

#### **OBSERVATION DURING THE ONE-**YEAR PLAN PERIOD -- CORRECTIVE ACTION WILL BE TAKEN WHEN:

... Crack is identified and determined to be the result of a defect in material or installation. Determination may require a Manufacturer representative's inspection.

#### ACTION BY SELLER WITHIN **ONE-YEAR PLAN PERIOD**

Repair or replace tub/shower pan at discretion of Seller's representative. If it is necessary to replace tile, Seller will make reasonable efforts to match tile and grout colors as closely as practical, but because of dye lot differences, Seller does not guarantee an exact match.

... Problem is directly attributable to improper design, defective materials, or an incorrect method of installation.

... Drips occur within the first 30 days from move-in or close of escrow, whichever occurred first. This allows ample time for any drips to occur that are caused by debris in the lines from construction.

Replace if applicable.

Clean or replace washer or seal as needed.

... Not applicable unless the delay is caused by a problem with the installation method or materials used.

No action will be taken, as this is a normal characteristic of the system as described unless the delay is caused by a problem with the installation method or materials used.

... Freezing pipes are attributed to Repair as necessary. product malfunction or incorrect installation and protection methods.

#### ONE-YEAR PLAN PERFORMANCE GUIDELINE

#### Leaks

The components of the plumbing system should completely contain and/or transport water, waste and gases as designed without leaking.

#### Low or High Water Pressure

Water pressure at the home will meet the minimum pounds of pressure and not exceed the maximum pounds of pressure mandated by the local water district or authority. Seller is not responsible for temporary pressure surges beyond the control of Seller. Seller is also not responsible for the effect of any change in water pressure due to adjusting of pressure regulators by others.

#### Manufacturer's Defects

Please refer to "Manufactured Products" section.

#### Noisy Water Pipes and/or Waste Pipes

Due to the velocity of the flow of water, its weight, waste debris it may be carrying, and its varying temperatures that cause pipes to expand and contract, the water and waste pipe systems will emit audible Loud clunking or banging noises. noises known as "water hammer should not occur with normal use of the system. A "ticking" sound in drain line pipes is common due to expansion or contraction of the pipe as warmer or cooler water is run through it.

#### Sewer Gas Smell Inside House

Should not occur with normal use of the plumbing system. With prolonged nonuse of the plumbing system, for example, if the home is not lived in for part of the year, it is possible for water in the plumbing drain line traps to evaporate, possibly allowing sewer gas to pass up the line to an open fixture. Seller is not responsible for Homeowner neglect.

**One-Year Plan Performance Guidelines** Part Three

#### **OBSERVATION DURING THE ONE-**YEAR PLAN PERIOD -- CORRECTIVE ACTION WILL BE TAKEN WHEN:

... Leak is detected and not caused by Homeowner misuse or neglect. Leaks must be reported in a timely manner, or additional damage may occur. Seller is not responsible for consequential damage

... Water pressure at the house does not meet the minimum or exceeds the maximum pounds of pressure mandated by the local water district or authority.

#### ACTION BY SELLER WITHIN **ONE-YEAR PLAN PERIOD**

Repair as needed.

Adjust pressure to acceptable range.

... Please refer to "Manufactured Please Products" section. Products" section.

... Normal use of the plumbing system produces a sharp, clearly audible clunk, or bang, known as "water hammer." Seller is not responsible for sounds caused by Homeowner's installation of new fixtures, sprinkler systems, or other plumbing system devices.

Correct as needed. Correction may adjustment of pressure include regulator or the use of arrestor devices.

to

"Manufactured

refer

... Sewer gas is detected and cause is Repair as necessary. not due to Homeowner neglect.

#### ONE-YEAR PLAN PERFORMANCE GUIDELINE

#### Soft Water Pre-plumbing

Soft water systems will be pre-plumbed only if included as a guideline amenity or available and purchased as an option. Predetermined locations will be plumbed to receive soft water once a system is installed. Soft water will not be plumbed to any drinking fixture.

#### Squeaking Tubs or Shower Pans

Tubs and shower pans should be sufficiently supported to prevent excess deflection and movement. Minor deflection and/or movement is normal but should not result in continuous, repetitive squeaking.

#### Tarnished or Blemished Finishes

Plumbing fixture finishes can be of solid or coated brass, chrome, or specialty colors (i.e., painted or nickel finishes) and are typically protected by a light surface coating such as lacquer. In each case the Manufacturer provides recommendations for the cleaning, care and use of these finishes which are provided to the Homeowner. Many elements that are beyond the Manufacturer's or the Seller's control such as use of abrasive pads or cleaners, harsh chemicals in cleaners, alcohol or other organic solvents, urine, etc., can rapidly deteriorate the fixture finishes and cause discoloration and/or tarnishing.

#### Temperature Balance

Seller cannot guarantee that fluctuations between hot and cold water will not occur. Homeowner is responsible to maintain correct water heater temperature.

**One-Year Plan Performance Guidelines** 

Part Three

#### **OBSERVATION DURING THE ONE-**YEAR PLAN PERIOD -- CORRECTIVE ACTION WILL BE TAKEN WHEN:

... Locations are incorrectly preplumbed or a problem occurs that is directly attributable to improper design, defective materials, or an incorrect method of installation. For example, Seller is not responsible for leaks that are a result of Homeowner installation of soft water equipment.

... Normal use of tub or shower causes movement or deflection that results in continuous, repetitive squeaking or excessive grout/caulk separation.

... Not applicable. lt is the Homeowner's responsibility to properly care for fixture finishes as recommended by the Manufacturers, and is beyond the Seller's control.

No action will be taken.

or excessive cracking.

... Imbalance is due to a problem that is directly attributable to improper design, defective materials, or method of installation.

Repair a necessary.

practical, but because of dye lot does differences, Seller guarantee an exact match.

Repair or replace as necessary at

Seller's discretion to eliminate squeak

necessary to replace tile, Seller will

make reasonable efforts to match tile and grout colors as closely as

If it is

not

Repair as necessary.

ACTION BY SELLER WITHIN ONE-YEAR PLAN PERIOD

#### PLUMBING (Continued)

ONE-YEAR PLAN PERFORMANCE GUIDELINE	OBSERVATION DURING THE ONE- YEAR PLAN PERIODCORRECTIVE ACTION WILL BE TAKEN WHEN:	ACTION BY SELLER WITHIN ONE-YEAR PLAN PERIOD
Unsecured Tub or Shower Valves, Shower Heads, and Tub Spouts Valves and showerheads should be properly secured. Some movement of the showerhead is normal. Homeowner should exercise proper care and use to avoid excessive pulling or tugging on the showerhead, tub spout, or valve.	Showerhead or valves are determined to be loose due to improper design, defective materials, or method of installation.	Repair as necessary.
Vent Operation Vents should operate as intended.	Vents fail to operate as intended.	Repair, replace as necessary.
<u>Water Heaters Laterally Secured</u> Water heaters will be installed per Manufacturer's recommendations and instructions.	Not installed or secured per Manufacturer's recommendations	Resecure as necessary to meet requirements of Manufacturer.

#### PREWIRES - INTERCOM / SECURITY SYSTEMS

This section refers to the installation of wiring for intercom systems, security systems, and surround stereo systems. It describes occasional problems associated with prewires and the One-Year Plan Performance Guidelines that apply to them.

ONE-YEAR PLAN PERFORMANCE GUIDELINE OBSERVATION DURING THE ONE-YEAR PLAN PERIOD--CORRECTIVE ACTION WILL BE TAKEN WHEN: ACTION BY SELLER WITHIN ONE-YEAR PLAN PERIOD

#### System Prewire

The contractor-specified type and size of wiring will be run to all areas and/or locations specified by Seller. Wiring will not be exposed; it will be run in wall cavities and be covered by drywall. ... Type and size of wiring is incorrect or wiring is not run to specified areas/locations or wiring is damaged by original installation process. Seller will make reasonable attempts to correct prewire installation problems. If reasonable efforts do not allow the system to operate as intended, Seller will refund the cost of the prewire installation to the Homeowner.

# ROOFING

This section refers to the components that make up the home's roofing system including shingles or tiles, fasteners, underlayment membranes, flashing, attic vents, gutters and downspouts, etc. Normal characteristics and occasional problems are described along with the One-Year Plan Performance Guidelines that apply to each. (Also see "Manufactured Products" section.)

ONE-YEAR PLAN PERFORMANCE GUIDELINE	OBSERVATION DURING THE ONE- YEAR PLAN PERIODCORRECTIVE ACTION WILL BE TAKEN WHEN:	ACTION BY SELLER WITHIN ONE-YEAR PLAN PERIOD
<u>Color or Shading Pattern Variations</u> Variations in color or shading patterns of shingles or tile roofing are normal characteristics of roofing materials.	Not applicable since color and shading variations are normal for roofing materials.	No action will be taken.
<u>Crack/Chipped Roof Tile</u> Cracked or chipped roof tile should be documented at the time of the new home orientation. Seller does not warrant damaged tile caused after move-in by walking on the tile while cleaning windows, servicing equipment, mounting antennas, installing solar heaters, etc.	Not applicable after new home orientation.	No action.
<u>Cracked or Curling Shingles</u> Shingles should not crack or curl during the Plan period.	Shingles crack, curl or in anyway fail to perform as intended.	Replace as necessary. Repair any condition-causing problem. Beyond the one-year Plan period, shingles are warranted by Manufacturer. See Homeowner Manual for length and terms of Manufacturer's warranty.
Flashing is Missing, Protruding or		
Too Short Flashing will be installed to prevent the intrusion of water into the building. Some concern will be given to the aesthetic appearance of flashing if it extends beyond the building roofline.	Flashing does not run far enough to fully prevent water penetration, or flashing extends more than 3" beyond the building roof line.	Repair or replace flashing to meet guideline.
Leakage Through Vents Leakage through properly installed attic gable vents, attic louvers, ridge and soffit vents, or other installed attic openings may occur during wind driven rain and snow conditions and does not constitute a defective or improper condition. Leaks caused by improper installation or materials will be corrected.	original installation or materials used	

One-Year Plan Performance Guidelines Part Three

#### ONE-YEAR PLAN PERFORMANCE GUIDELINE

#### Leaking Gutters or Downspouts

Gutters and downspouts should not leak nor retain excessive standing water if properly maintained. During heavy rains, however, overflow may occur and is normal. Homeowner is responsible for keeping all gutters and downspouts open and free from debris or other obstruction. Seller is not responsible for leaks due to ice damming.

#### Leaks

The roof system should not incur any roof or flashing leaks under normal weather conditions. Hurricanes. tornadoes. or other such gross differences in weather are not considered normal and therefore not covered by this One-Year Plan Performance Guideline. Leaks due to build-up of debris, such as leaves, bird nests, or bird droppings are not the responsibility of the Seller. Periodic maintenance by Homeowner is required if these conditions exist. Leaks that are caused by the buildup of snow and ice are not covered. Prevention of snow and ice buildup is the Homeowner's responsibility. Homeowner actions that caused or contributed to the leak problem are also not covered by this One-Year Plan Performance Guideline.

#### Manufacturer's Defects

Please refer to "Manufactured Products" section.

#### Shingles or Tiles Blow Off Roof

Shingles should not blow off in winds than the manufacturer's less guidelines/specifications.

**OBSERVATION DURING THE ONE-**YEAR PLAN PERIOD -- CORRECTIVE ACTION WILL BE TAKEN WHEN:

... Leak is detected or gutters do not properly drain, unless caused by overflow from heavy rains or debris in guttering caused by Homeowner's lack of maintenance. Standing water up to I" in an unobstructed gutter is allowable.

#### ACTION BY SELLER WITHIN **ONE-YEAR PLAN PERIOD**

Repair as needed.

... Leak is detected unless caused by a gross difference in weather or Homeowner actions that are both beyond the control of the Seller. Determinations regarding normal versus gross differences in weather conditions will be based on the Manufacturer's recommendations.

Repair as needed to prevent leak from reoccurring. No action will be taken if the cause of the leak was beyond the Seller's control such as gross differences in weather, lack of maintenance or other actions on the part of the Homeowner.

... Please refer to "Manufactured Products" section.

"Manufactured Please refer to Products" section.

... Shingles or tiles blow off roof, unless If not caused by excessive wind caused by excessive wind velocities in manufacturer's of the excess guidelines/specifications.

velocities, repair or replace as needed in Seller's discretion.

#### ONE-YEAR PLAN PERFORMANCE GUIDELINE

#### **Skylights**

Skylights will be installed and perform as recommended and intended by the by the Manufacturer, i.e., leakage, Manufacturer. Skylights may make a excessive noise, etc. "popping" sound when they heat up in the summer sun. This is a natural expansion of materials and of itself is not a cause for concern.

#### **OBSERVATION DURING THE ONE-**YEAR PLAN PERIOD -- CORRECTIVE ACTION WILL BE TAKEN WHEN:

# ... Skylights fail to perform as intended Repair or replace as necessary.

#### ACTION BY SELLER WITHIN ONE-YEAR PLAN PERIOD

#### <u>STUCCO</u>

This section reviews the stuccoed exterior areas of the home, if installed, also known as lath and plaster. It describes those issues that are characteristic for stucco veneer, the occasional problems associated with it, and what the applicable One-Year Plan Performance Guidelines are that address these items.

ONE-YEAR PLAN PERFORMANCE GUIDELINE

#### Bowed, Uneven, or Wavy Surfaces

All stucco surfaces have slight variations due to the surface textures, the substrates they are applied to, or other components installed in the wall, such as plumbing pipes, plywood sheer panels, or framing hardware. Humps and/or dips can be visible from different angles or in various types of light.

#### **Cracking**

As with all cementitious products, stucco undergoes a curing process which subjects it to shrinkage cracking as it dries and, once cured, is strong but brittle, which subjects it to minor cracking due to movement in the framing structure to which it is fastened. Hairline cracking within the performance guideline tolerance is normal and to be expected. Cracking caused by Homeowner additions or devices attached to the stucco surface are not covered by this guideline (i.e., patio covers, awnings, hose racks, etc.)

#### Deterioration

Excessive contact with water will cause stucco to deteriorate rapidly. For example, care should be taken to divert sprinklers from spraying onto stucco surfaces. The One-Year Plan Performance Guideline does not cover deterioration caused by Homeowner neglect. Deterioration should not occur as a result of improper mixture ratios or method of batching and/or application OBSERVATION DURING THE ONE-YEAR PLAN PERIOD--CORRECTIVE ACTION WILL BE TAKEN WHEN:

... Areas of unevenness exceed an average, given surface texture variations, of 3/8" in any direction under a 6-foot long straight edge.

Repair to meet guideline. Seller does not guarantee paint color match. Proper and acceptable completion of the repair finish will be determined by the Seller representative's inspection.

ACTION BY SELLER WITHIN

**ONE-YEAR PLAN PERIOD** 

... Cracking exceeds 1/8" in width or is directly attributable to improper design, defective materials, or an incorrect method of installation. Repair as needed using approved materials for stucco repair. Reasonable efforts will be made to match the original surface texture and finish color as closely as practical and possible, but **Seller does not guarantee an exact match**. Proper and acceptable completion of the repair finish will be determined by the Seller representative's inspection.

... Deterioration is diagnosed as the result of improper mixture ratios or method of batching and/or application. This does not include deterioration caused by Homeowner neglect. Remove loosened stucco at areas of deterioration and patch with approved stucco repair compounds. Reasonable efforts will be made to match the original surface texture and finish color as closely as practical and possible, but **Seller does not guarantee an exact match.** Proper and acceptable completion of the repair finish will be determined by the Seller representative's inspection.

#### STUCCO (Continued)

#### ONE-YEAR PLAN PERFORMANCE GUIDELINE

#### Dirt, Stains, or Debris on Stucco

Stucco should be free of dirt, stains, or debris and inspected at the new home orientation. Seller is not responsible for dirt, stains, or debris on stucco occurring after the new home orientation. Items that are documented with the Seller no later than the new home orientation will be corrected.

#### Exposed Lathe

Lathe is the fastening and reinforcing wire the stucco is applied to that protruding through the stucco surface. fastens it to the wall and reinforces its strength. (It resembles what is known as "chicken wire.") No lathe should be exposed or void of stucco material on any finish surface.

#### Gaps

Gaps will occur where stucco or the ... Gaps exceed 1/4" in width or stucco system components meet other materials such as where fascia meets stucco or the stucco screed meets the sill plate. These gaps cannot be prevented and are considered normal Homeowner maintenance.

# Homeowner Additions or

#### Improvements

Additions or other improvements added on to the home, such as attached overhangs, patio covers, or trellis the stucco due to Homeowner structures, may compromise the additions. Additions may also void the integrity of the stucco where they are attached. Homeowner should retain only qualified licensed professional for such additions or improvements. Seller is not responsible for problems caused by such Homeowner changes to the original stucco construction.

**OBSERVATION DURING THE ONE-**YEAR PLAN PERIOD -- CORRECTIVE ACTION WILL BE TAKEN WHEN:

... Not applicable.

#### ACTION BY SELLER WITHIN **ONE-YEAR PLAN PERIOD**

No action will be taken.

Lathe is visibly exposed or ...

interfere with the intended function and purpose of the materials creating the gap.

Patch as necessary with appropriate compounds. Reasonable efforts will be made to match the original surface texture and color as closely as practical and possible, but Seller does not guarantee and exact match. Proper and acceptable completion of the repair finish will be determined by the Seller representative's inspection.

Correct as necessary to comply with Where applicable the guideline. caulking and/or stucco patch materials are acceptable repair materials.

... Not applicable. responsible for damage or failures of One-Year Plan stucco obligation in the areas installed.

Seller is not No action will be taken.

#### ONE-YEAR PLAN PERFORMANCE GUIDELINE

#### Leaks at Stucco Areas

installation and/or materials used to the waterproofing system installation waterproof the home beneath the stucco surfaces should not occur. Stucco itself, however, is not waterproof, but porous, and, given adequate saturation, will allow water penetration. Seller is not responsible for leaks caused by Homeowner additions that penetrate and breach the waterproofing membranes beneath stucco surfaces.

#### Mildew, Mold, Fungus, Etc.

These types of growth may cause discoloration if not regularly and properly cleaned and/or treated by Homeowner when they appear. They occur naturally due to environmental conditions that are beyond the control of the Seller.

#### **Obstruction of Openings**

Applications of stucco should not be ... Obstruction is detected excessive to the point that it obstructs functional openings such as but not limited to, vents, weepholes, or plumbing cleanouts.

**OBSERVATION DURING THE ONE-**YEAR PLAN PERIOD -- CORRECTIVE ACTION WILL BE TAKEN WHEN:

Leaks caused by problems with the ... Leak is detected that is related to and/or materials beneath the stucco areas.

#### ACTION BY SELLER WITHIN ONE-YEAR PLAN PERIOD

Repair as needed at Seller's sole discretion (i.e., patching, use of elastomeric, individual wall or all walls, etc.) Reasonable efforts will be made to match the original surface texture and color as closely as practical and possible, but Seller does not guarantee an exact match. Proper and acceptable completion of the repair finish will be determined by the Seller representative's inspection.

No action will be taken.

... Not applicable.

Remove obstruction and reestablish functional operation of opening. Perform patch repairs as needed. Reasonable efforts will be made to match the original surface texture and color as closely as practical and possible, but Seller does not guarantee an exact match. Proper and acceptable completion of the repair finish will be determined by the Seller representative's inspection.

#### Out of Level, Plumb, or Square

Wall and surface edges at openings, ... Variance to level, plumb, or square corners, sills, shelves, etc., will be exceeds an average, given surface found to vary slightly from level texture variations, of 3/8" in any 6-foot (horizontal), plumb (vertical), or square measurement.  $(90^{\circ} \text{ or perpendicular}).$ These variations should be minimal and not exceed the stated performance guideline.

Repair as needed to bring the variance to within the guideline. Reasonable efforts will be made to match the original surface texture and color as closely as practical and possible, but Seller does not guarantee an exact match. Proper and acceptable completion of the repair finish will be Seller determined bу the representative's inspection.

#### STUCCO (Continued)

#### ONE-YEAR PLAN PERFORMANCE GUIDELINE

#### Screed Clearance Over Grade of Landings

Stucco screeds (the metal strip that terminates the stucco surface bottom) should maintain adequate clearance above grades or landings to allow for proper drainage of screeds.

#### Stucco Peeling Off Foundation

Stucco "scrub" or texture coat should not peel off the foundation during the Plan period. Seller is not responsible for peeling of stucco resulting from lack of Homeowner maintenance such as sprinkler water hitting the building, or Homeowner design changes or additions such as grade changes, concrete additions, etc.

#### Surface Inconsistencies or Imperfections

Because of the various rough texture finished of stucco. texture inconsistencies are normal, but should not disrupt the overall visual uniformity of the finished texture pattern. Minor surface imperfections such as, but not limited to, chipping, flaking, irregular graininess, or air bubble are characteristic of the product, but should not be excessive or indicate a problem with the mixture ratio or method of application. Problems caused by Homeowner damage or neglect are not covered by this performance guideline.

#### Voids at Joints, Beams, or Columns

There should not be voids or absence ... Void is detected of material unless by design at joints, beams, or columns.

#### One-Year Plan Performance Guidelines Part Three

#### OBSERVATION DURING THE ONE-YEAR PLAN PERIOD--CORRECTIVE ACTION WILL BE TAKEN WHEN:

... Screeds are less than 4" above any soil or landscaped surface and a minimum of 2" above any concreted area.

... Stucco peeling off foundation is detected and is directly attributable to improper design, defective materials, or an incorrect method of installation.

... Surface imperfections are due to a problem directly attributable to improper design, defective materials, or an incorrect method of installation.

Repair as needed with approved stucco patching compounds. Reasonable efforts will be made to match the original surface texture and color as closely as practical and possible, but **Seller does not guarantee an exact match**. Proper and acceptable completion of the repair finish will be determined by the Seller representative's inspection.

Fill with approved stucco-patching compounds. Reasonable efforts will be made to match the original surface texture and color as closely as practical and possible, but **Seller does not guarantee an exact match**. Proper and acceptable completion of the repair finish will be determined by the Seller representative's inspection.

#### ACTION BY SELLER WITHIN ONE-YEAR PLAN PERIOD

Repair as necessary, unless caused by a change made by Homeowner.

Repair as necessary.

#### TILE & MARBLE

This section refers to all tile and marble flooring, shower and tub enclosures, and windowsills, where applicable. (For ceramic tile countertops, please see "Countertops" section.) It addresses typical characteristics and occasional problems associated with ceramic tile and marble and the One-Year Plan Performance Guidelines that apply to them.

ONE-YEAR PLAN PERFORMANCE GUIDELINE OBSERVATION DURING THE ONE-YEAR PLAN PERIOD--CORRECTIVE ACTION WILL BE TAKEN WHEN: ACTION BY SELLER WITHIN ONE-YEAR PLAN PERIOD

#### Broken or Loose Tile

Tile should not crack or loosen. Care should be taken not to drop large heavy objects on the tile that can break or dislodge tile pieces. Seller is not responsible for damage caused by Homeowner's actions or neglect. ... A tile is found cracked or loosened and is not the result of Homeowner damage or neglect. Resecure or replace each piece of tile affected. Seller is not responsible for color variations in replacement tile and grout. Reasonable efforts will be made to match the tile and grout colors as closely as practical, but because of dye lot differences, Seller does not guarantee an exact match. In the event the tile selection/pattern is discontinued, Homeowner will need to make a new tile selection. In this case, Seller will determine replacement area. Seller does not endorse or apply any grout sealer. This is the Homeowner's responsibility, even if grout was previously sealed by Homeowner before repair.

#### Chips on Edge Cuts

Small chips acceptable to the performance guideline may still be noticeable upon close inspection of any edges that have been cut.

... Chips extend beyond 1/16" from the edge of the tile.

Replace as necessary. Seller is not responsible for color variations in replacement tile and grout. Reasonable efforts will be made to match the tile and grout colors as closely as practical, but because of dye lot differences, Seller does not guarantee an exact match. In the event the tile discontinued. selection/pattern is Homeowner will need to make a new tile selection. In this case, Seller will determine replacement area. Seller does not endorse or apply any grout sealer. This the is Homeowner's responsibility, even if grout was previously sealed by Homeowner before repair.

One-Year Plan Performance Guidelines Part Three

#### TILE & MARBLE (Continued)

#### ONE-YEAR PLAN PERFORMANCE GUIDELINE

#### <u>Color Variations Between Trim</u> and Field Tile

Because "field" tile (all tiles within the perimeter of a tile application) and trim tile (the perimeter tile) are often made at different times and different manufacturing facilities, their colors may vary slightly.

#### OBSERVATION DURING THE ONE-YEAR PLAN PERIOD--CORRECTIVE ACTION WILL BE TAKEN WHEN:

... Not applicable. Seller does not guarantee an exact match of trim and field tile.

#### ACTION BY SELLER WITHIN ONE-YEAR PLAN PERIOD

No action will be taken unless Seller's representative determines that severity of color mismatch is grossly different, in which case Seller will replace affected trim tiles. Seller is not responsible for color variations in replacement tile and grout. Reasonable efforts will be made to match the tile and grout colors as closely as practical, but because of dye lot differences, Seller does not guarantee an exact match. In the event the tile selection/pattern is discontinued, Homeowner will need to make a new tile selection. In this case, Seller will determine replacement area. Seller does not endorse or apply any grout sealer. This is the Homeowner's responsibility, even if grout was previously sealed by Homeowner before repair.

#### Cracking or Deteriorating Grout

Grout is the filler between the tile joints or at junctions with other materials such as bathtubs, shower pans, baseboards, or thresholds. Cracking is a normal characteristic that will occur periodically throughout the life of the home as a result of shrinkage, movement, or everyday use. This is a regular Homeowner maintenance responsibility. This applies unless the cracking is caused by a detectable problem with the surface it is adhered to (also known as the "substrate"). ... Not applicable. Unless caused by a detectable problem with the substrate, cracks in grout are a common characteristic of the material and is a regular Homeowner maintenance responsibility.

Seller will repair one time during the one-year Plan period to demonstrate regular maintenance procedures for the Homeowner. If the cracking is due to a problem with the substrate, Seller will repair as needed. Seller is not responsible for color variations in replacement tile and grout. Reasonable efforts will be made to match the tile and grout colors, as closely as practical, but because of dye lot differences, Seller does not guarantee an exact match. In the event the tile selection/pattern is discontinued, Homeowner will need to make a new tile selection. In this case, Seller will determine replacement area. Seller does not endorse or apply any grout sealer. This is the Homeowner's responsibility, even if grout was previously sealed by Homeowner before repair.

#### TILE & MARBLE (Continued)

ONE-YEAR PLAN PERFORMANCE GUIDELINE

#### Leaks in Shower or Other Tile/Marble Surface Areas

Showers and other tile/marble areas should not leak. Leaks due to lack of Homeowner maintenance are not the responsibility of the Seller. Homeowner is responsible to maintain caulking at joints, tile to pan intersections and other areas where voids and/or cracks will occur and should be regularly maintained by Homeowner.

#### OBSERVATION DURING THE ONE-YEAR PLAN PERIOD--CORRECTIVE ACTION WILL BE TAKEN WHEN:

... Leak occurs that is due to incorrect installation or materials used and is not attributable to the lack of Homeowner's maintenance.

#### ACTION BY SELLER WITHIN ONE-YEAR PLAN PERIOD

Repair as necessary. Seller is not responsible for color variations in replacement tile and grout. Reasonable efforts will be made to match the tile and grout colors as closely as practical, but because of dye lot differences, Seller does not guarantee an exact match. In the event the tile selection/pattern is discontinued, Homeowner will need to make a new tile selection. In this case, Seller will determine replacement area. Seller does not endorse or apply any grout sealer. This is the Homeowner's responsibility, even if grout was previously sealed by Homeowner before repair.

# Shade Changes or Discoloration in Grout

Grout shade variations or discolorations may occur due to exposure to soaps and detergents, In some areas liquids, and foods. common tap water may contain sufficient concentrations of various particulates that will affect grout shading and coloration. Additionally, shading will vary depending on moisture content, which changes based on frequency of water use in the area and the subsequent drying conditions of the room.

... Not applicable. Significant shade variations or discoloration should be documented at time of the new home orientation. Exceptions apply if it is determined that a problem is caused by improper mixing or installation of the grout or by defective grout material.

No action will be taken. Significant variations or discoloration shade should be documented at time of the new home orientation. If exception applies, the grout will be replaced in the affected areas only. Seller is not responsible for color variations in replacement tile and grout. Reasonable efforts will be made to match the tile and grout colors as closely as practical, but because of dye lot differences, Seller does not guarantee an exact match. In the event the tile selection/pattern is discontinued, Homeowner will need to make a new tile selection. In this case, Seller will determine replacement area. Seller does not endorse or apply This is the any grout sealer. Homeowner's responsibility, even if grout was previously sealed by Homeowner before repair.

#### TILE & MARBLE (Continued)

#### ONE-YEAR PLAN PERFORMANCE GUIDELINE

#### Size Variation Between Tiles or Marble Pieces

Normal variation in thickness or dimensions of pieces of tile and/or marble will occur in the manufacturing process.

#### OBSERVATION DURING THE ONE-YEAR PLAN PERIOD--CORRECTIVE ACTION WILL BE TAKEN WHEN:

... Variation between any two adjacent tiles or marble pieces exceeds 1/8" in thickness or dimension. This also applies to perpendicular displacement exceeding 1/8" from the surface of any piece.

### ACTION BY SELLER WITHIN ONE-YEAR PLAN PERIOD

Seller will replace necessary number of tiles to eliminate surface variation between adjoining tiles. Reasonable efforts will be made to match the tile and grout colors as closely as practical, but **Seller does not guarantee an exact match**.

Seller will replace tiles as necessary to meet guideline. Seller is not responsible for color variations in replacement tile and grout. Reasonable efforts will be made to match the tile and grout colors as closely as practical, but because of dye lot differences, Seller does not guarantee an exact match. In the event the tile selection/pattern is discontinued, Homeowner will need to make a new tile selection. In this case, Seller will determine replacement area. Seller does not endorse or apply any grout sealer. This is the Homeowner's responsibility, even if grout was previously sealed by Homeowner before repair.

#### Surface Imperfections

Surface imperfections, such as carbon spots (blue dots), dimples, or inconsistencies in the surface glazing of tile, occasionally occur. These imperfections do not affect the integrity or intended performance of the tile and are strictly cosmetic in nature. ... Imperfection(s) in surface(s) of floor tile is visible from 3 feet above surface in natural lighting. Imperfection(s) in non-floor tile surface(s) is visible from 2 feet away in any lighting.

## Unfinished Edges of Tile

Edges of floor tiles and fireplace facings will often have unfinished or partially finished glazing. This is a normal characteristic of tile.

... No action will be taken.

No action will be taken.

### TRIM - EXTERIOR

This section addresses all of the exterior finish carpentry materials on the home. It describes the typical characteristics and occasional problems associated with exterior trim carpentry and how they are addressed by the One-Year Plan Performance Guidelines.

ONE-YEAR PLAN PERFORMANCE GUIDELINE	OBSERVATION DURING THE ONE- YEAR PLAN PERIODCORRECTIVE <u>ACTION WILL BE TAKEN WHEN:</u>	ACTION BY SELLER WITHIN ONE-YEAR PLAN PERIOD
Alignment of Siding All siding should be installed at equal spacing, parallel and in proper alignment	Any piece of horizontal siding exceeds 1/2" off parallel with the bottom course or 1/4" off parallel with adjacent courses.	Reinstall and/or replace as necessary to meet the Plan performance guideline.
<b>Gaps or Bows in Siding</b> Movement of the material that the siding is nailed to from shrinkage and temperature change is normal. This can cause slight gaps to develop at the siding end joints and cause minor waviness or bowing of the siding. Additionally, structural hardware under the siding can cause some bowing. Gaps and bows in siding should be minimal as defined in the performance guideline tolerance.	Siding end joints gaps exceed 1/8" wide and/or bowing exceeds 1/4" out of line in 2 feet measured in the direction the siding is run.	Repair or replace as needed to bring the variance to within the guideline. For end gaps that exceed the performance guideline, joint covers or caulking will be used for repair. Reasonable efforts will be made to match the paint color, but an exact match is not guaranteed, and Seller will not paint the entire wall to achieve color matching.
<u>Knots</u> Knots are a common characteristic of exterior wood trim material.	Knots are loose, fall out or penetrate the entire thickness of the member.	Repair or replace as necessary. Note: Filling and sanding the knot area smooth is an acceptable repair.
Mildew, Mold, Fungus, Etc. These types of growth may cause discoloration if not regularly and properly cleaned and/or treated by Homeowner when they appear. They occur naturally due to environmental conditions, which are beyond the control of the Seller.	Not applicable.	No action will be taken.
<b>Protruding Nails</b> Nails that missed the intended nailer and are left exposed or that completely penetrate finished surfaces and are exposed on the other side (known as "shiners" at soffit areas) should be removed. This does not include roofing nails that are required to penetrate roof-sheathing material.	Nails are left exposed because they missed or penetrated material of lesser thickness than the length of the nail.	Remove.

#### TRIM - EXTERIOR (Continued)

#### ONE-YEAR PLAN PERFORMANCE GUIDELINE

#### Separation at Joints

Minor separation or cracking of trim joints or at joints between trim and adjacent surfaces will occur due to movement from shrinkage, temperature changes, and the normal settling of the home. The performance guideline tolerance allows only minor normal separation. In all cases, the materials must perform the function for which they were installed such as providing protection from elements.

#### Warping, Cupping, Cracking, and Splitting of Exterior Trim or Eave Blocks

Exterior trim is a natural product and, as such, is susceptible to warping, cupping cracking and splitting as it is continuously exposed to the environment. OBSERVATION DURING THE ONE-YEAR PLAN PERIOD--CORRECTIVE ACTION WILL BE TAKEN WHEN:

... Separation exceeds 1/4" in width.

#### ACTION BY SELLER WITHIN ONE-YEAR PLAN PERIOD

Repair and/or replace as needed to meet the Plan performance guideline. Caulking and/or the use of metal fasteners are acceptable at the Seller's discretion.

... Exterior wood is not properly prepared with primer and top coat of paint; or if properly prepared, warping exceeds  $\frac{1}{2}$ " in 8 feet, cupping exceeds  $\frac{1}{4}$ " in 6 feet, and/or cracks or splits exceed an average of  $\frac{1}{4}$ " width. Repair or replace as necessary to eliminate condition. Note: Caulking of cracks and splits is an acceptable repair.

#### **TRIM - INTERIOR**

This section refers to interior trim work in the home. It covers items such as, but not limited to: aprons, baseboards, casings around openings, closet shelving and rods, interior doors, moldings, partition wall caps, window sills, etc. It describes how the typical characteristics and occasional problems for interior trim work are addressed by the Plan performance guideline.

**ONE-YEAR PLAN** PERFORMANCE GUIDELINE **OBSERVATION DURING THE ONE-**YEAR PLAN PERIOD -- CORRECTIVE ACTION WILL BE TAKEN WHEN:

#### ACTION BY SELLER WITHIN **ONE-YEAR PLAN PERIOD**

#### Closet Shelving/Poles (dowel rods)

Should be properly supported and function as intended. Rods should be cut within 1/8" of the distance between the end supporters (rosettes) and shall be supported by stud-mounted metal brackets not more than 4' apart. Excessive loading of heavy clothing can cause the pole and/or rosettes to fail. Seller is not responsible if failure is due to overloading by Homeowner. Closet shelving (wire) should be properly supported and function as intended. Shelves should be cut  $\frac{1}{2}$  to a maximum 1-3/8" shorter than actual wall measurements and be supported by support brackets placed a maximum of 36" apart.

#### **Door Reveals**

Door reveals should be uniform. consistent, and even on all sides.

#### Nails Set and Filled

Trim nails should be set just below the finish surface to allow enough of a cavity to hold filler before painting. They should blend with the finish and not be readily visible or apparent.

#### **Operation of Doors**

Doors should operate as intended, easily and smoothly opening and closing. Although during periods of heavy moisture or humidity, doors may swell enough to bind slightly, as moisture diminishes operation should return to normal. Doors should not "ghost" (slowly close when left opened).

... Poles, shelving, and/or rosettes are Repair as needed. not installed to guideline.

... Clearance between door and either Adjust as necessary. side of header of jamb exceeds 1/4" or variation between sides and/or header exceeds 1/8".

... Nail sets or filler is readily visible from distance of 6 feet away under normal lighting conditions.

Repair as needed to meet the performance guideline.

... Doors bind (not attributable to Adjust, repair or replace as necessary. temporary swelling) or "ghost."

#### **TRIM - INTERIOR** (Continued)

#### ONE-YEAR PLAN PERFORMANCE GUIDELINE

#### Separation at Joints

Minor separation or cracking of trim joints or at joints between trim and adjacent surfaces will occur due to movement from shrinkage, temperature changes, and the normal settling of the home. The performance guideline tolerance allows only minor normal separation. Homeowner maintenance periodically should be performed.

#### Stair Railings-Installation

Stair railings should be secure and meet all requirements of height, handrail width and length, and spacing between spindles of the UBC enforced at the time of installation.

#### Surface Damage

Surface damage, such as scratches, chips, dents, gouges, etc., should be documented at time of the new home orientation. Seller cannot be responsible for damage occurring during or after move in. OBSERVATION DURING THE ONE-YEAR PLAN PERIOD--CORRECTIVE ACTION WILL BE TAKEN WHEN:

... Separation exceeds 1/8" in width.

#### ACTION BY SELLER WITHIN ONE-YEAR PLAN PERIOD

Repair as needed. Caulking is an acceptable repair method.

... Seller's representative determines Repair as needed. stair railings exhibit excessive movement or fail to meet applicable UBC requirements.

... Not applicable.

No action.

#### **UTILITY HOOK-UPS**

This section covers all utility hook-ups to the home. It describes both common characteristics and problems that can occur and how the One-Year Plan Performance Guidelines address each one.

**ONE-YEAR PLAN** PERFORMANCE GUIDELINE **OBSERVATION DURING THE ONE-**YEAR PLAN PERIOD -- CORRECTIVE ACTION WILL BE TAKEN WHEN:

ACTION BY SELLER WITHIN **ONE-YEAR PLAN PERIOD** 

#### Seller vs. Utility Provider **Responsibilities**

Seller warrants all utility conveyances (electric wiring, gas piping, cable TV, telephone wiring, etc.) installed inside the home or beyond any metering device will function as intended. Problems with utility conveyances up to the house or meters are the responsibility of the affected utility.

#### Location of Utilities

Transformers, gas and water meters, cable TV, sewer cleanouts, street lights, mailboxes, etc. are located per local utility company requirements, code requirements, approved building plans, and/or improvement plans. Locations are also typically inspected and accepted by local utilities and agencies.

or on the house side of the meter do not function as intended.

... Utility conveyances inside the home Repair or replace conveyances or section of conveyance as necessary to restore service.

applicable, Not unless not ... acceptable to local utility company.

Relocate, only if required by local utility or agency.

#### VINYL FLOORING

This section covers all vinyl flooring areas of the home (also known as "resilient flooring"). It describes both common characteristics and problems that can occur and how the One-Year Plan Performance Guidelines address each one. (Also see "Manufactured Products" section.)

ONE-YEAR PLAN PERFORMANCE GUIDELINE	OBSERVATION DURING THE ONE- YEAR PLAN PERIODCORRECTIVE <u>ACTION WILL BE TAKEN WHEN:</u>	ACTION BY SELLER WITHIN ONE-YEAR PLAN PERIOD
Alignment of Patterns Vinyl with lined patterns should be installed square to the most visible wall area.		Repair or replace as necessary.
<b>Bubbling, Loss of Adhesion</b> Vinyl flooring should adhere uniformly to the subsurface. It should not lift, bubble, or become detached in any way.	Loss of adhesion is detected.	Re-affix as needed to meet performance guideline. Adhesive can be injected and flooring reapplied without lifting at the edges.
Depressions or Ridges in Vinyl Depressions, ridges, or other variations	Variations exceed 1/4" below a 5-	Repair as needed to meet performance

Depressions, ridges, or other variations ... Variations exceed should not be readily visible in vinyl foot long straight edge. flooring.

#### Discoloration

Discoloration is usually caused by moisture under the vinyl as a result of plumbing leaks or bad toilet seals and should not occur. Moisture under vinyl due to water spillage from baths and/or showers, or other factors caused by Homeowner misuse or lack of maintenance is beyond the control of the Seller and not covered. Other Homeowner-related causes, such as rubber backing on floor mats, are not the responsibility of the Seller. (Also see "Manufacturer's defects" this section.)

#### Gouges, Cuts or Tears

These may occur during the installation of the flooring or after installation during construction. All gouges, cuts, and/or tears should be repaired prior to the new home orientation. Careful inspection at the new home orientation subsequently insures detection and correction prior to the commencement of the Plan period. Accordingly, there is no One-Year Plan performance guideline.

#### Manufacturer's Defects

Please refer to "Manufactured Products" section. One-Year Plan Performance Guidelines Part Three ... Source of moisture causing discoloration is due to plumbing system leak or other original construction defect or failure. Discoloration due to Manufacturer's defect is the responsibility of the Manufacturer (see "Manufacturer's defects" this section). Repair as needed to correct condition.

guideline. Area may be patched or

replaced at Seller's discretion.

... Not applicable. Gouges, cuts, or tears in vinyl flooring should be documented and repaired as part of the new home orientation procedure. Seller is not responsible for damage from Homeowner use or error. No action will be taken. If action is taken on an item documented during the new home orientation, gouges, cuts, or tears can be repaired by patching and carry the same One-Year Plan as the rest of the floor. Decision to repair or replace is at the sole discretion of the Seller.

... Please refer to "Manufactured Products" section.

Please refer to "Manufactured Products" section.

## VINYL FLOORING (Continued)

. ,		
ONE-YEAR PLAN PERFORMANCE GUIDELINE	OBSERVATION DURING THE ONE- YEAR PLAN PERIODCORRECTIVE ACTION WILL BE TAKEN WHEN:	ACTION BY SELLER WITHIN ONE-YEAR PLAN PERIOD
Particles, Debris or Nail Pops <u>Visible</u>		
The flooring surface should be properly prepared before vinyl flooring installation to prevent particles, debris, subfloor seams, or nail/screw heads from visibly showing through the finished surface.	Particles, debris, subfloor seams, or nail/screw heads can be visibly detected through the surface of the vinyl.	Repair as needed. Area may be patched or replaced at Seller's discretion.
<b>Ruptures from Subflooring</b> No condition in the subfloor should cause a rupture of the vinyl flooring.	Rupture through surface of vinyl flooring is detected.	Repair as needed. Area may be patched or replaced at Seller's discretion.
<b>Seams Separating</b> Depending on the dimensions of the room and the vinyl chosen, each room will typically have one or more vinyl seams. Seams should not separate.	Separation of a seam is detected.	Repair as needed to reseal seam.
Seams Visible Vinyl seams are sealed with a Manufacturer's-recommended product. Seams, even though tight and without separation, may be visible in low level lighting.	Not applicable, in no separation.	No action.
Vinyl on Concrete Slab Cracks in concrete may be visible in vinyl. Cracks may occur due to change of temperature and moisture content	No action required unless crack is displaced more than 1/4" vertically.	Repair concrete if needed. Vinyl may be patched or replaced at Seller's discretion.

of the concrete slab.

#### YARD GRADING

Final Grade Soil

This section addresses all of the exterior areas of the property surrounding the home. It describes the typical characteristics and occasional problems associated with yard grading and the applicable One-Year Plan Performance Guidelines.

... Final grade soils are less than 3

inches in depth, or problem is directly

defective materials, or an incorrect

method of installation. This does not apply to cases where final grade is

without

design.

or

removal

attributable to improper

replacement of native soils.

established

ONE-YEAR PLAN	OBSERVATION DURING THE ONE-
PERFORMANCE GUIDELINE	YEAR PLAN PERIOD CORRECTIVE
	ACTION WILL BE TAKEN WHEN:

#### ACTION BY SELLER WITHIN ONE-YEAR PLAN PERIOD

Correct as needed to establish final grade to depth of 3 inches.

#### native soil from the site, or imported soils. Homeowner should exercise care to avoid altering the depth of the final grade.

The final grade soils will be either

Improper Drainage

The drainage design of the yard areas is approved by the local jurisdictional agency. It is the Seller's responsibility to grade the yard areas so that it meets this criteria at the time of your new home orientation. After the close of escrow or move-in, whichever occurs first, it is the responsibility of the Homeowner to preserve the drainage design pattern and protect the grading contours from erosion, blockage, over saturation, or any other changes that adversely affect the intent of the drainage design. Accordingly, because Homeowner responsibilities these begin as the Plan period commences, there is no One-Year Plan performance guideline covering this item. The Seller is only responsible to provide finish yard grading that meets the drainage design criteria at the time of the new home orientation.

#### Settling or Sink Holes

Certain components of your home are installed below the finish grade level of your yard areas such as footings, utility lines, and piping. After installation the area excavated to install them should be backfilled with enough compaction (density) to prevent any settling or sinking in the future. Minor settling is acceptable. ... Not applicable since there is no One-Year Plan performance guideline. It is the sole responsibility of the Homeowner to preserve, maintain, and protect the drainage design criteria after the new home orientation. This applies unless it is determined that the design, installation, and/or materials used were defective. NOTE: After heavy rains, some water may remain for up to 24 hours (or even 48 hours in drainage swales). This is typical and not considered a grading defect. No action will be taken. Deliberate attention should be given by the Homeowners to prevent erosion, maintain the grading contours, avoid blocking the drainage patterns, and incorporate the original drainage design pattern and contours (slopes and swales) into any improvements the Homeowner may add to the yard areas.

... Settling or sinking around underground installations or other filled areas interferes with the drainage design patterns of the lot or exceeds a vertical depth of 2".

around Fill affected area as necessary and other contour to meet applicable drainage drainage design pattern. This will be done one ceeds a time only during the Plan period.

# Welcome Home!

Ensuring that your home is properly cared for, properly maintained and properly warranted lengthens the time you can enjoy your home, and adds value to your considerable investment.

This guide covers four very important areas:

- Your online account, where you will access all of your important homeowner documents, including the maintenance and warranty information for your home.
- 2. Your orientation inspection procedure and checklist.
- 3. Your access to manufacturers' and Woodside Homes' customer service.
- 4. Your own responsibilities as a homeowner.



We hope this guide will set proper expectations and give you the tools to make the most of your new home.

Welcome home!

## In Your Orientation Guide:

- What is your online account?
- What happens at the Homeowner Orientation?
- Who is responsible for my home's maintenance and repairs?
- What warranties does my home come with?
- How do I get warranty service?

# **ONLINE ACCOUNT OVERVIEW**

The following provides a quick overview of what you will find online at your account. You can find instructions and troubleshooting information in the Online Account section in this guide.



Log in today at https://login.dwellinglive.com

# WHO IS RESPONSIBLE FOR MY HOME?

Following is a quick overview of who is responsible for caring for your home. You can find more information on your responsibilities and warranties in this guide.

## If Something in my New Home Needs Service, Who is Responsible?



## You, the Homeowner:

You are responsible to maintain the home and its components as directed in the maintenance and warranty information provided to you. If a component fails due to misuse or neglected maintenance, you are responsible for the repairs.



## The Manufacturer:

If a problem stems from an installed component (such as appliances, HVAC equipment, etc.), the manufacturer is responsible under the provisions of their limited warranty.

## Woodside Homes:

Some repairs are covered under our One-Year Fit and Finish Warranty. Other repairs may be covered under SB800 requirements. These items may include: cabinets, mirrors, flooring, countertops, paint, walls and trim, landscaping, plumbing system.

## Who to Contact:

A service provider of your choice, as this is your financial responsibility.

## Who to Contact:

Contact the manufacturer directly for a warranty claim.

## Who to Contact:

Visit your online account at: https://login.dwellinglive.com

# **Online Account**

Your home comes with a website to help you manage your home, your warranties, and your customer service needs. Your online account is a COMPREHENSIVE website about your home and community. Your personal account includes:

- Your Homeowner Maintenance Guide
- Product warranties and operation manuals for your installed products
- Organized maintenance tasks and home care tips
- A monthly maintenance reminder via email
- A convenient connection to your manufacturers' and Woodside Homes customer service departments
- Your builder's New home warranties
- Other documents and information important to your home, community, and HOA



# About Your Account

## **Monthly Emails**

• Monthly emails contain specific maintenance to-dos

## You Should Know...

- You are given a secure, personal account
- All the functionality is available at your fingertips

## Why Online?

- You get faster access to important documents
- It saves your information
- You get easier, more convenient communication with your builder

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# **ONLINE ACCOUNT FEATURES**

 24/7 personalized access from any computer, tablet or smartphone- you receive your own username and password. You control your own account profile.



2. **Search** makes finding the right document for the right job fast, efficient and 100% correct.

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3. Your <u>Homeowner Maintenance</u> <u>Guide</u> is available electronically on your account. It provides guidelines and maintenance logs for maintaining your home. In addition, you will find customer service info, new home warranties, and other information that we consider important for you as a new homeowner.



4. All of the manufacturer warranties, website links and phone information for the products installed in your home are included online. Use the drop-down menu to select the product category and locate your Home Items.

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 Customer service contact info, CC&Rs, HOA and other important documentation, community info, and more are also available online.

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Local Information				A	ta Compa
Company	Туре	Address	Phone / Fax	Email / Web Site	
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ACE Transit	Transportation		(600) 411-RAL		View
Bay Area Rapid Transit (BART)	Transportation		(510) 464-7134		Ven
Republic Services	Refuse & Recycling		(510) 657-3500		Ville
	Hómeowner Association	4000 Executive Parkway Suite 100	(800) 443-5745	- cuitore nervice (Dressing ton	Ver

Woodside Homes

To login to your account, go to <u>https://login.dwellinglive.com</u>.

HOW TO ACCESS YOUR ONLINE ACCOUNT

### Update Your Account Settings

- 1. Select "My Account" located at the top right of the screen.
- 2. The account profile page will appear.
- 3. To update your name or phone number, type in the new information and click on the Save button.
- 4. To add a user, follow the same steps above and click "Add User" to enter in the information for a new user.

### Change Your Password

- 1. Login to dwellingLIVE.
- Go to "My Account" on the top right. Click "Edit" on the right hand side of your screen.
- 3. Type your new password in the "New Password" and "Confirm Password" fields.
- 4. Scroll to the bottom and click "Save."

NOTE: Passwords must be at least 6 characters.

## **Technical Support**

If you are experiencing issues with the site or have question, click "Tech Support" at the top right of the screen and fill out a request or email: <u>dlhelp@frontsteps.com</u>.

## **USING YOUR ONLINE ACCOUNT**

Hundreds of researched and proven home care tips and advice are available in this compendium of best practices. Refreshed daily, these tips are relevant, climate-accurate and seasonal. We encourage you to visit your account regularly to stay on top of your home maintenance responsibilities for each month and season.

## Adobe Acrobat Reader – Free Download

Many of the documents on this website are intended for viewing in the free Adobe Acrobat Reader. It is always best to have the latest version of Adobe Reader. You can get this free download at www.adobe.com.



## Quick Response Code Reader for Smartphones

To download a free QR code scanner app for your mobile smartphone, follow these simple steps:

1. Open your mobile app store (i.e. App Store, Google Play, Windows Marketplace, etc.).



- 2. Search for QR code reader or scanner.
- 3. Download the QR code reader to your phone and open the application.
- 4. Test by holding your phone over the QR code so that it is clearly visibly within your smartphone's screen. The phone may automatically scan the QR code or if necessary press a button to snap a picture.
- 5. Once complete, the device will read the code and navigate to the intended destination.

# **Maintaining Your Home**

You are responsible for maintaining your home. Preventive maintenance saves you time, money, and extends the beauty and livability of your home. In order to implement a successful home maintenance plan, you

should:

- Make maintenance a priority: The keys to cost-effective maintenance are attending to immediate maintenance needs and following the preventive maintenance program.
- **Perform regular inspections:** Inspect your home regularly and adjust your maintenance plan accordingly.



- Use professionals: When the maintenance tasks are outside of your expertise or ability, use professionals.
- Follow manufacturers' recommendations: Failure to do so may result in voiding parts or all of your warranties.
- Be smart: Know your part and save money.

## Your Maintenance Tasks

How Often?

Routine tasks have cycles:

- Monthly
- Quarterly
- Seasonally
- Annually
- As Needed

## You Should Know...

- Property values rise with proper maintenance and records
- Recommendations were written by industry experts
- State law requires you to properly maintain your home if you wish to make a claim on your warranties

## **Guidelines are Easy to Follow**

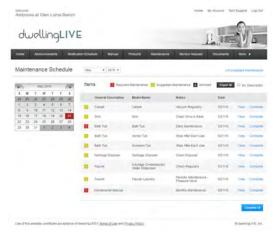
- Your Homeowner Operation & Maintenance Manual was written with you in mind
- The web portal makes it easy to locate what you need

# MANAGE YOUR HOME'S MAINTENANCE ONLINE

Know what to do, and when and how to do it: Easy-to-follow maintenance schedules for every part of the home.

The **personalized preventive maintenance schedule** and home care tips give you knowledge to sustain or improve the value of your property, extend the lifespan of the products and amenities within your home and lengthen the home's life expectancy.

The expert advice and preventive maintenance recommendations included in your Homeowner Operation & Maintenance Manual will assist you in monitoring the condition and needs of your home. They will also allow maintenance practices to be adjusted to obtain the best results that can be reasonably expected, given the conditions which exist in your home and community.



Maintenance of Your Home

In from regime regime regime measurements in other to preven its travely and value. Failure to profere is melanetence metanes the other Eartes LLL for own violations in any otherwent here to ears or give a starsped component of your home. An underlanding of how to use for each behave is your new home not completing the regime of preventive maintenance routines will prevent contry regions and registorments later. They you prefer may maintenance, please consult with your Association and means your Geneming Documents is all means that the work that you perform meets the regulations and gladelines that have been established by our community.

The second is defined and there may be additional components in taking. Our section will be additional component in this Manual, and there may be additional components in the methode in this Manual. We have resulted an insurance of the fact the total may be here be in the total section are formed and the methode are an are the

for each. Please set the section called "operation Checklats" for a discription of row often these components reed to be inspected. See the Manufacturer/Installation Contractor maintenance requirements found in the

# **KNOW YOUR RIGHTS AND RESPONSIBILITIES**

## Warranties

Most product warranties begin at time of closing—and so do your maintenance responsibilities. Warranties last from 1 year to 10 years.

## SB800

This California law, passed in September 2002, is clear on the matter of providing manufactured documentation.

(c) a builder shall provide to the home...all manufactured products maintenance, preventative maintenance and limited warranty information in conjunction with the initial sale of the residence.

## California Civil Code §907

Another state-based law concerning the provision of warranty information is Civil Code § 907.

A homeowner is obligated to follow all reasonable maintenance obligations and schedules communicated in writing to the homeowner by the builder and the product manufacturers, as well as commonly accepted maintenance practices.

This provision emphasizes the importance of not only maintenance recommendations from the builder, but also manufacturer's maintenance recommendations. The builder as an agent for the manufacturer must provide this information.

# YOUR MAINTENANCE TASK LIST

Your online account contains specific preventive maintenance and inspection guidelines that are recommended to keep your home in great shape and help keep your warranties intact. Some of the tasks are more critical than others. We strongly recommend that you login to your online account to view your complete maintenance manual and Operation Checklist Summary for all of your maintenance responsibilities.

# **Understanding Your Warranties**

Your home comes with two types of warranties: the manufacturer warranties for installed products such as appliances, cabinets, doors, fixtures, etc., and your builder's warranty, which covers workmanship.





## Woodside Homes Warranty:

Some repairs are covered under our One-Year Fit and Finish Warranty. Other repairs may be covered under SB800 requirements. These items may include: cabinets, mirrors, flooring, countertops, paint, walls and trim, landscaping, plumbing system.

## Manufacturer Warranties:

If a problem stems from an installed component (such as appliances, HVAC equipment, etc.), the manufacturer is responsible under the provisions of their limited warranty.

# **How Warranties Work**

## Coverages

- Manufacturer's coverage is separate from Woodside Homes.
- Woodside Homes warranty coverage excludes damage sustained after move-in, lack of proper maintenance, acts of God and elective changes to the property or structure.

## You Should Know...

- Manufacturers, not your builder, are responsible for the manufactured product warranties.
- Most appliance warranties cover 1-2 years. Others, like roofing, cover 10 years.
- Right of repair laws allow builders to effect repairs before legal action can proceed.

## Your Online Account has...

- Copies of all your warranties
- Manufacturer contact info
- Builder warranty request process
- Log in at <a href="https://login.dwellinglive.com">https://login.dwellinglive.com</a>

# **TWO TYPES OF WARRANTIES**

## Woodside Home Limited Warranty (Home Builder)

Woodside Homes has a warranty that is separate from the manufacturer. **Every home comes with a limited warranty.** 

- 1. **FIT AND FINISH:** This is a one year warranty coverage in which builders are responsible for the quality of specific materials and workmanship used to construct your home. Your Fit and Finish Warranty includes items such as:
  - Cabinets
  - Mirrors
  - Flooring
  - Countertops
  - Paint
  - Interior and exterior walls and trim

**10 YEAR STRUCTURAL:** This warranty guarantees your home will be free of construction defects for the term of the agreement. Please refer to your express written warranty to understand the definitions of a construction defect, the



builder's obligations and your maintenance obligations. Woodside Homes has a warranty that is separate from the manufacturer.

A copy of Woodside Homes' Limited Warranty can be found on your online account.

## Manufacturer Warranties

The warranties that cover the many products installed in your new home are guaranteed by different manufacturers (these items are often referred to as "manufactured products" as they are manufactured off-site — please see "What are Manufactured Products" on the next page).

If a problem stems from an installed component the manufacturer of the product is responsible under the provisions of their limited warranty. However, you are required to use and maintain the products in accordance with the manufacturer's recommendations, as detailed in the documentation that is provided on your online account. Contact the manufacturer directly for this type of warranty claim and service.

# WHAT ARE MANUFACTURED PRODUCTS?

Manufactured products are the products that are manufactured off-site and installed in your home, and are warranted by the manufacturer. **Your online account includes your manufactured product warranties,** which include the following, as they apply to your home:

## Appliances

- Dishwasher
- Range Hood
- Oven
- Cooktop
- Microwave Oven
- Washer/Dryer

## Wardrobe and Doors

- Entry Doors
- Interior Doors
- Door Hardware
- Bath Enclosures
- Mirrored and Wardrobe Doors

## **Cabinets and Surfaces**

- Cabinets
- Countertops
- Flooring
- Paint

## Electrical

- Light Fixtures
- Smoke Alarm
- Security
- Exhaust Fans
- Door Chimes
- Panel and Breakers

## **Climate Control**

- Heating and Cooling
- Thermostat
- Fireplace
- Furnace

## Plumbing

- Plumbing Fixtures (sinks, faucets, tubs)
- Toilet
- Garbage Disposal
- Water Filtration
- Water Heater
- Fire Sprinklers

## Exterior

- Windows
- Garage/Overhead doors
- Garage Door Opener
- Roofing
- Irrigation Controllers and Valves
- Sprinkler Heads
- Decking
- Fencing



# **Woodside Homes Home Care**

For items that are our responsibility, you are a priority and we want to do everything we can to provide you with the best ownership experience possible!

Our customer service pledge to you is to be there when you need us. You can feel secure that we remain committed to you and your home.

## **Exceeding Your Expectations**

We are committed to responding to your request for service as quickly as possible and working hard to ensure your complete satisfaction.



## Three Types of Issues

## Emergencies

Examples of emergency issues:

- Loss of heat/air conditioning
- Loss of power
- Water leaks

## **Non-Emergencies**

Examples of issues that do not require immediate attention:

- Appliance rendered unusable
- Leaky faucet
- Faulty electrical outlet or switch

## **Scheduled Warranty Repairs**

Examples of issues to be addressed as part of the scheduled warranty repair:

- Adjust cabinet hinge
- Slider door adjustment
- Flooring problem

# **MAKING A SERVICE REQUEST**

All service requests should be in writing. This benefits you because you will have a written record of your request and it adds clarity for the Woodside team. At some point, you will have direct contact to your service team and it will be tempting to email them, call them, or text them. Doing this increases the probability of the request being forgotten or not added to a schedule. We want to help you, but please understand that when we ask you to submit your service request in writing via website or email, it is for the good of all.

## Email

We also offer an easy to remember email address you may use to submit a service request to us. NorCalService@woodsidehomes.com.

## Woodside Homes Website

Save the Woodside Homes website to your favorites bar for quick and easy access to our homeowner's link. This link is located at the bottom of the page and will take you to our self-service portal where you can submit a service request. This method for requesting service guides you through all the important information needed to accelerate your request directly to us. Here is the URL: <u>http://www.woodsidehomes.com/service-request</u>.

# AFTER BUSINESS HOURS CALL (EMERGENCY ONLY)

## 916-608-9600 (Remain on the line and select option 6)

## Water Leaks:

Stop the water source. Close valves at angle stops, main, or sprinkler system. If the leak is stopped, the owner must take steps to contain the spread of water until help arrives. This may include an overnight period. The owner must make all possible efforts to manage and mitigate a leak. If the leak is a slow drip, or appearing as a stain, it is urgent, but not considered an after-hours emergency.

## Loss of Heating and Cooling:

If temperatures exceed the range of 60 to 85 degrees Fahrenheit, it is likely to take up to 24 hours to get a technician to troubleshoot the problem. Owners are responsible for their own comfort and well-being.

## Loss of Power:

Owners must take first steps in assessing the situation and go through the process of setting breakers and GFCI's. If a power outage impacts refrigeration, the owner must take steps to preserve refrigerated contents until the outage is addressed. Most power outages are considered urgent, but not actionable after hours unless it poses a safety issue. Customers are responsible for their own well-being. It may take up to 12 hours to address a power outage.

Notes			


#### ACCESS AGREEMENT AND REVOCABLE LICENSE TO ENTER

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and										<u> </u>		•	_	. a
		_				("Con	tractor"), wi	th reference t	o the follo	owing fac	ts and matt	ers of agree	ment.	
							REC	ITALS						
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								(the "Work	").					
В.	Contractor	is lice	nsed by										erates under L	license
	Number		-	and ha	s contra	acted with H	Iomeowner	to perform the	e Work or	n Homeo	wner's Prop	perty.		
C.	Licensor	is	the	owner	of	real	property	adjacent	to		owner's	Property	described	as
								_				("Licensor":	s Property").	
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D. Homeowner desires to acquire a license to cross over Licensor's Property for ingress to and egress from Homeowner's Property for the purposes of performing the Work on Homeowner's Property, and Licensor is willing to grant such license upon the following conditions.

#### AGREEMENT

- Homeowner shall pay to Licensor, concurrently with the execution of this Agreement, the sum of \_\_\_\_\_\_ Dollars
   (\$\_\_\_\_\_\_), which sum shall be held as a security deposit ("Security Deposit") for damages to Licensor's Property which may arise
   directly or indirectly out of this Agreement, including but not limited to damages to building pads, sidewalks, pavement, fences, walls, utilities,
   or other structures, or the failure of Homeowner or Contractor to clean up Licensor's Property or otherwise to return Licensor's Property to its
   condition prior to Licensee's entry upon it.

- 4. Homeowner and Contractor agree to protect, defend, indemnify, and hold harmless Licensor and its partners, employees, agents, and affiliated companies, including, but not limited to Woodside Homes of California, from any damages, liabilities, costs, expenses, claims, actions, or causes of action arising directly or indirectly out of this Agreement.
- 5. Contractor declares that it is a contractor currently licensed by the State of California, and that it is insured for comprehensive general liability in an amount not less that \$1,000,000 aggregate, or \$500,000 per occurrence. Contractor, as a condition of the license granted herein to Homeowner, shall provide Licensor with a certificate evidencing such insurance as well as an endorscment naming Licensor as an additional insured on its comprehensive general liability policy for the full duration of this Agreement and indicating that Contractor's insurance shall be primary coverage and Licensor's shall be excess and non-contributory.
- 6. In the event of any action or proceeding, including and arbitration or a reference pursuant to Section 638, et seq., of the Code of Civil Procedure brought by either party against the other under this Agreement, the prevailing party shall be entitled to recover all costs and expenses including the actual fees of it's attorneys incurred for prosecution, defense, consultation or advice in such action or proceeding.

"Homeowner"	"Licensor"
x Name	a California corporation
xName:Phone:	By:Authorized Agent
"Contractor"	
a	(type of entity)
By: Name: Title:	
Address:	

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## **WOODSIDE HOMES**

### **Request For Service**

HOMEOWNER	HOME PHONE
SUBDIVISION	LOT NUMBER
ADDRESS	DAYTIME PHONE
CITY/ZIP	NIGHTTIME PHONE

Since moving into our home we have noticed the following items we feel need attention. If these items are covered under warranty, we would like your warranty department to notify the appropriate people to correct them as soon as possible. WE UNDERSTAND THAT NORMAL WORKING HOURS ARE FROM 8:00 A.M. TO 4:00 P.M., MONDAY-FRIDAY, AND WILL ARRANGE TO HAVE SOMEONE AT HOME DURING ANY AND ALL SCHEDULED WARRANTY APPOINTMENTS.

ROOM

**POSSIBLE DEFICIENCY** 

**HOMEOWNER'S SIGNATURE** 

Fax or Mail Request to: Woodside Homes of Northern California, LP 111 Woodmere Drive, Suite 190 Folsom, CA 95630

> (916) 608-9600 phone (916) 608-9940 fax

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# WOODSIDE HOMES

## **10-Month Request For Service**

HOMEOWNER	HOME PHONE
SUBDIVISION	LOT NUMBER
ADDRESS	DAYTIME PHONE
CITY/ZIP	NIGHTTIME PHONE

Since moving into our home we have noticed the following items we feel need attention. If these items are covered under warranty, we would like your warranty department to notify the appropriate people to correct them as soon as possible. WE UNDERSTAND THAT NORMAL WORKING HOURS ARE FROM 8:00 A.M. TO 4:00 P.M., MONDAY-FRIDAY, AND WILL ARRANGE TO HAVE SOMEONE AT HOME DURING ANY AND ALL SCHEDULED WARRANTY APPOINTMENTS.

ROOM

**POSSIBLE DEFICIENCY** 

**HOMEOWNER'S SIGNATURE** 

Fax or Mail Request to: Woodside Homes of Northern California, LP 111 Woodmere Drive, Suite 190 Folsom, CA 95630

> (916) 608-9600 phone (916) 608-9940 fax

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