

**New Home Express  
Limited Warranty  
& Maintenance Manual**

## ***FOREWORD***

S&S Homes of the Central Coast, Inc., the Primary Contractor, is pleased to welcome you into our family of homeowners. We strive to provide a harmonious experience during your home buying process. From the initial opportunity to view our model homes to your experience with our Customer Care department, we want you to enjoy every moment of your experience.

Our Sales Representatives are happy to assist you with any questions or requests you may have during the building process. After you move in, our Customer Care department will be available to answer any questions about the operation of your new home and your warranty program.

The following sections have been developed to inform you about all aspects of your new home. We cover topics concerning the products in your new home, as well as how to care and maintain all installed products. This Builder has provided a detailed Express Limited Warranty. We will discuss this at length during your New Home Introduction and answer any questions you might have about our warranty program.

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## **NEW NEIGHBORHOOD VISITATION**

If you, as the buyer, would like to visit your new home in addition to the “Pre-Drywall Orientation” and the “New Home Introduction” meetings, you must make an appointment with your Sales Representative. They will meet you at the Sales Office and guide you through the project safely. You will be asked to wear hard hats while maneuvering about in the construction areas. These precautions are set up to protect you, as a busy construction area is quite dangerous.

Please refer to the attached exhibits included as part of the contract you signed upon purchase of your new home. Rules and Regulations for visitation are strictly enforced.

### **EXHIBIT “F”**

## **COMPLETE RELEASE OF LIABILITY**

### **FOR ANY INJURY OR PROPERTY DAMAGE**

I/We, the undersigned, acknowledge and understand that I/we will be entering a construction area, which is closed to the public. Various conditions are present in this area that poses dangers and risks of injury and/or property damage.

I/We agree to voluntarily assume the risk of any and all injuries or damage that occur within or on any portion of these construction areas and herewith waive any and all claims of any kind and nature, against the S & S Homes of the Central Coast, Inc., its affiliates, any and all contractors or subcontractors, the property owner(s), and any of their employees or representatives. I/We further agree to fully and completely indemnify and hold harmless the S & S Homes of the Central Coast, Inc., its affiliates, any and all contractors or subcontractors, the property owner(s) and any of their employees or representatives, from any and all claims whatsoever as a result of any injury or damage to me/us.

I/We understand that S & S Homes of the Central Coast, Inc. does not allow children under the age of 10 years of age into the construction home site. In the event I/we elect to bring children, I/we agree to fully indemnify and hold harmless S & S Homes of the Central Coast, Inc., any and all contractors or subcontractors, the property owner(s), and any of their employees or representatives, from any and all claims or expenses whatsoever as a result of any injury to my children or other person under my supervision.

I/We have read and understand this entire release and further understand that by signing below I am/we are giving up any right to sue for or collect money damages for any injuries or property damage. I/We must follow the guidelines on the site visiting policy.

## EXHIBIT “E”

### SITE VISITATION POLICY

We know that you will want to visit your new home site during construction. To accommodate this we have prepared the following procedure to help insure your safety while you visit. The following safety standards must be adhered to at all times. We must insist on your full cooperation with the following safety standards to adhere to our insurance requirements and to avoid any accidents or injuries.

Your Builder Sales Representative must escort all visits. You will only be allowed to enter the home site that you are purchasing. We request that all visits take place prior to the last two weeks of your escrow period. During this period, your home will be limited to construction personnel only. If you need to take measurements for window coverings, mini blinds, etc., please do this prior to this period. Children under the age of 10 years of age are not allowed on the construction home site at any time.

### **Construction Site Visits are issued at the Sales Office during Sales Office business hours:**

**\*\*VISITS ARE NOT PERMITTED BEFORE OR AFTER OFFICE HOURS\*\***

#### **Procedure:**

1. Schedule an appointment with your Builder Sales Representative.
2. Go to Sales Office or Sales Representatives and sign the Visitor Register.
3. Sign the “Complete Release of Liability for any Injury or Property Damage” form. All visitors must sign release before entering the construction zone.
4. Hard Hats are **required** at all times and by **all** visitors in the construction zone.
5. If the hard hat does not fit your child, the child will not be allowed access to construction home site.
6. Follow your Builder Sales Representative to your home site.

## EMERGENCIES

In the case of an emergency please contact the Builder immediately. We will respond without delay upon receiving your phone call. Our company considers an emergency as “an occurrence within your home that causes a dangerous living situation for you and your family.” Please note below what comprises an emergency to this Builder:

- -Complete electrical failure in your home, not an outage in the community.
- -Heating or Air Conditioning system failure in your home during drastic weather.
- -Complete shutdown of your plumbing system during the period of warranty. (Not a toilet stoppage or sink clog.)
- -Water damage due to leaks from plumbing, roof, or exterior finishes.

Please take precautions to first protect your family in case of an emergency. It is critical that you know how to shut off your water and electrical system. You should also form a family plan in case of an emergency. Call the Builder’s emergency line as soon as you have taken steps to reduce the danger of the emergency situation.

Damage from water can be drastic. You can minimize the damage by taking steps to stop the water as soon as you discover it. Shutting off water to an appliance or fixture can stop the flow of water and hinder any further damage. You must hereby agree to call the Builder and report any water damage as soon as discovery is made. Builder considers a window leak, plumbing leak, fixture leak, roof leak as emergencies, but not limited to such. You must allow Builder complete access and authorization to assess conditions and repair as necessary. It is the Builder’s goal to correct the situation as soon as possible to allow you to return to your normal routine, without any difficulty. Builder will conduct testing as necessary to determine level of emergency and how to repair. During the applicable warranty periods Builder will remove and replace any product or material that has been damaged. We will replace it with a comparable product or material available at the time. If it is determined that the cause of the leak was the homeowner responsibility, and not the Builder, the homeowner will be responsible for all costs. If you fail to take action to avoid damage, you will be charged for the additional remediation necessary.

*Always report any problems to the Builder immediately. This will allow us to minimize the damage that might have occurred. Builder is not responsible for any damage to personal property.*

**In case of an emergency contact Builder emergency line, 800-785-0646.**

## ORIENTATIONS

We understand the desire to be involved in the development of your new home. Our company is pleased to help you become familiar with the inner workings of your new home. We do this by inviting you to two onsite meetings held with your sales representative and a Builder representative.

The first meeting is called the “Pre-Drywall Orientation”. This meeting allows you to preview your home before the drywall is installed. We will review the options that have been chosen to this point and answer any construction questions that you might have. Of course this meeting is only available if you purchase before this stage of construction. This meeting takes place during a very dangerous stage of construction and we ask that only the contractual buyers be present. Please do not bring children to this appointment. We recommend that you wear appropriate shoes for rough terrain for your comfort and safety. **This is not a mandatory meeting.**

The second meeting is your “New Home Introduction.” Builder requests that the contractual buyers attend this meeting at least four days before the close of escrow. At this meeting, you will be introduced to your new Customer Care Representative. She/he will orient you in the use of your new homes’ features and describe what is maintenance and what the “New Home Express Limited Warranty” covers. We recommend that you do not bring children to this meeting, as your full attention on this orientation information is necessary. **This is a mandatory meeting.**

If you have further questions between these meetings, please do not hesitate to contact your Sales Representative.

## CUSTOMER CARE

You will be introduced to a Customer Care Representative at the “New Home Introduction.” Our Customer Care Department is responsible for administering all conditions of the warranty plan and are trained to respond to your warranty claims promptly. Our Customer Care department works closely with all other aspects of our building environment to be able to help you determine the source and remedy for your warranty requests. We suggest that you carefully read the **Express Limited Warranty** in order to become completely familiar with its policies.

### *Builders Customer Care Policy*

Customer Care Representatives will respond to all claims as quickly as possible. Once we receive your claim for service, an investigation will follow to determine the source of your claim. To request service work, please make sure you do so with an official Service Request form. These forms will be given to you in the “New Home Express Limited Warranty and Maintenance Manual”. The original buyer must complete the form in its entirety and submit by personal delivery, fax, or US mail to Builder. Builder will not acknowledge Service Requests that are turned in by tenants, friends, relatives, sales personnel or other third parties.

As a homeowner you may find that you have an item needing repair. Prior to turning in a Service Request, please refer to your “New Home Express Limited Warranty ” to find out if your item is covered under the builders warranty, manufacturers warranty, or is homeowner maintenance. You may always call and discuss your item with a Customer Care Representative, but you may not request service by telephone. **IN CASE OF AN EMERGENCY**, contact the emergency telephone line at **800-785-0646**.

We will always inspect each item on each Service Request Form in order to ascertain the exact claim being presented. We comply with strict National and State Construction Standards. Customer Care Representatives cannot alter your **Express Limited Warranty** in any manner. All repairs must be authorized by the builder. We will not warranty or pay for any work that we do not initiate and contract for. Builder will not perform repairs that are considered out of the scope of warranty. Standard building industry materials will be used per the Builder’s discretion for repairs that must be completed under warranty. Our goal is to exceed all of your Customer Care expectations. It is the Builder’s intent that each home is built in compliance with all applicable building codes and ordinances and that they be of a quality that is consistent with good construction practices for a product of this type. Nevertheless, due to the complex nature of construction and the subjectivity involved in evaluating such quality, disputes may arise as to whether a defect in construction exists, as well as the Builder’s responsibility the. California has enacted the “Right to Repair Law” found at Civil Code Title 7, Part 2, Division 2, Section 895-945.5. This law in its entirety has been provided to you with your sales and purchase contract. Builder will comply with the substantive provisions under this law.

## EXPRESS LIMITED WARRANTY

The following section will contain material describing your warranty with the Builder. This information has also been included in your purchase agreement documents. The information included in your purchase agreement documents will always supersede all other paperwork in all business related discussions. This warranty is a backing for the quality of workmanship that went into your home. Please become very familiar with this warranty plan, as you will want to enjoy the benefits that it does provide to you.

### **Scope of Warranty**

This home warranty covers only the home that you have purchased from the Builder. The warranties are non-transferable and cannot be assigned to any other party other than by operation of law. The warranties will expire as set forth below.

### **What is Covered**

The California "Right to Repair" Law, as cited above, addresses warranty limitations. Copies of this law and Builder's possible alternative resolution were included in your purchase and sales agreement. The following are the limitations found in the "Right to Repair" law and are those the Builder complies with when ascertaining warranty coverage.

#### **Fit and Finish Warranty:**

*One year from close of escrow. Includes: Window Operation, Doors, Door trim and Fixture, Roofs, Plumbing Products, Plumbing Fixtures, Stucco and Masonry, Fireplaces, Electrical Fixtures, HVAC Units, Countertops, Cabinets, Paint, Flooring, Appliances, and all other completely offsite manufactured material as set forth in your New Home Express Limited Warranty.*

#### **Functionality Standard Warranty:**

*Operation of Irrigation and Drainage-1 year from close of escrow.*

*Landscaping-1 year of survival from close of escrow.*

*Dryer Ducts-2 years from close of escrow.*

*Decay of Untreated Wood Posts-2 years from close of escrow.*

*Unreasonable Corrosion of Untreated Steel Fence and Components-4 years from close of escrow.*

*Extraneous Cracks in Exterior Pathways, Driveways, Hardscape, Sidewalls, Sidewalk, Patios-4 years from close of escrow.*

*Operation of Plumbing or Sewer System-4 years from close of escrow.*

*Operation of Electrical or Electrical System-4 years from close of escrow.*

*Exterior Paint or Stain-5 years from close of escrow for damage due to such*

*Structural Integrity-10 years from close of escrow.*

*Water Intrusion-10 years from close of escrow.*

\*\*All above statutes of limitations for warranties begin to run on the close of the first escrow for the purchase of the new home.

**Notice-Builder's Express Warranty and those contained in Title 7 (commencing with Section 895) Part 2 of Division 2 of the Civil Code are void if:**

- 1. The loss, damage, or liability is caused by alterations to the structure, materials, or components of the home made by the owner or the owner's agent or an independent third party contractor, or by ordinary wear and tear, or by owners/agents/independent third party contractors misuse, abuse, neglect of the structure, materials or components for purposes not intended.**
- 2. The loss, damage, or liability is caused by an unforeseen act of nature that caused the structure, materials, or components of the home to fail to meet the standards set forth in this warranty.**
- 3. The loss, damage, or liability results from the owner's unreasonable failure to minimize or prevent the damages in a timely manner including a refusal to give the Builder timely access or failure to give timely notice.**
- 4. The loss, damage, or liability arises from the failure of the owner, the owner's agent, employees, subcontractor, independent contractor, or consultant to follow the Builder's or manufacturer's recommendations or commonly accepted owner maintenance obligations.**
- 5. The applicable statutes of limitations have run.**
- 6. The Builder's corrective work has resolved the problem and brought the building or component within the applicable standards.**

**DISCLAIMER OF WARRANTIES. SELLER EXPRESSLY DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED, OTHER THAN THE EXPRESS WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OR MERCHANTABILITY, HABITABILITY, QUALITY OF CONSTRUCTION, OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE PROPERTY AND THE PROJECT IN WHICH THE PROPERTY IS LOCATED. BUYER ACKNOWLEDGES THAT OTHER THAN THE EXPRESS WARRANTY, BUILDER IS MAKING NO OTHER REPRESENTATIONS, PROMISES, OR WARRANTIES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OR MERCHANTABILITY, HABITABILITY, QUALITY OF CONSTRUCTION, OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE PROPERTY OF PROJECT. SELLER AND ITS CONTRACTOR SHALL NOT BE LIABLE FOR ANY CLAIMS RELATING TO THE CONSTRUCTION OF THE DWELLING ON THE PROPERTY EXCEPT UNDER THE TERMS AND CONDITIONS OF THE WRITTEN EXPRESS WARRANTY TO BE GIVEN TO BUYER AT CLOSE OF ESCROW. BUYER HEREBY WAIVES ANY IMPLIED WARRANTY OR MERCHANTABILITY, HABITABILITY, QUALITY OF CONSTRUCTIONS, AND/OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY OTHER IMPLIED WARRANTIES.**

## EXCLUSIONS FROM COVERAGE

The Builders Fit and Finish Warranty, Manufacturer's Warranty and the "Right to Repair" Warranty pursuant to California law **will not** cover the following items or conditions:

- 1) Damage or loss by ordinary wear and tear, conditions made poorer by wear and tear.
- 2) Lack of maintenance as required by Builder, including all manufacturer's suggestions and Builders requirements.
- 3) Any loss covered by Homeowner insurance.
- 4) Damage or loss caused by an Act of God. "Act of God" includes, but not limited to, all damage and loss created by weather, such as rain, fire, flood, earthquake, or other numerous weather phenomena. Any item such as power surges, animal and/or insect infestation, falling trees or leaf build-up, and explosions. Any circumstance out of immediate control by Builder.
- 5) Neglect to home and property causing damage shall not be Builder responsibility. This includes, but not limited to, using the home site in any other manner except as intended, not abiding maintenance requirements, abusing yard area, or improper watering, flooring damages due to disregard of maintenance.
- 6) Damage or loss resulting from homeowner's failure to notify Builder of discovered damage to any area. Failure to notify Builder of a possible emergency can cause damage to worsen beyond necessity. Homeowner will be responsible for items deteriorated due to lack of homeowner responsibility in reacting swiftly to problems discovered at home site.
- 7) Damage or Loss caused by homeowner during move in.
- 8) Damage or loss caused by guest or tenant.
- 9) Damage to home site or adjacent property resulting from changed drainage pattern. Homeowner will be responsible for any and all damage or loss resulting from changes to home site, which alter the original grade for drainage. Includes additional drain lines installed to existing drain lines, or removal and replacement of drain lines.
- 10) Damage or loss resulting from any work performed by anyone other than Builder. Any modifications, alterations, or any additions that may adversely affect the integrity of the home or components of the home.
- 11) Natural variations in products such as carpet, tile, any natural stone, wood, grout, or concrete. There can be no guarantee as to the exact color or thickness of natural stone products. Every sample will have a different appearance, as in nature. Flooring and tile is subject to dye lots at manufacturer's location and out of control of Builder. Wood has its own grain and color from tree to tree and cannot be matched exactly, some wood will have acceptable natural voids. Concrete is subject to curing, weather and other elements dictate what color concrete will take on.
- 12) Any moisture that builds up between double pane windows, known as condensation, is warranted by manufacturer and not by Builder. High temperatures inside and low temperatures outside cause moisture on interior of windows: Builder does not warrant this item, or any damage caused by this occurrence.
- 13) Secondary or Incidental damages of any kind, including but not limited to, bodily injury, emotional disturbance or stress, loss of wages from household, arising from any situation whether item is warranted or not. Includes, but not limited to, lodging, meals, and transportation while an item may be under repair. Subject to discretion of Builder.

- 14) Special or consequential damages of any kind including, but not limited to, damages economical or bodily arising from the service of a third party provider. "Third-Party Provider" assists with service out of the scope of the Builder, as in Gas or Electric.
- 15) Claim barred by limitation of warranty time frame or by law.
- 16) Damage or loss of personal property of any kind.

### **Manufactured Items and Appliances**

Builder provides a one year Fit and Finish Warranty. All offsite-manufactured items include a manufacturers' warranty, which will prevail before coverage of Builder warranty. Refer to your "New Home Express Limited Warranty" for coverage periods and other product information. Information regarding manufacturer items is widely available using the World Wide Web.

## MAINTENANCE REQUIREMENTS

Your home has been built with the most modern materials available in this industry today. The Builder takes great pride in the quality of homes they build. You will see during your meetings that our company takes great satisfaction from building the safest home with value unparalleled.

Due to the magnificent environment we live in, you will want to start a maintenance routine as soon as you close escrow on your new home. All of the elements in this marine environment, wind, sun, fog and rain, can cause harm to a home over time. A preventative maintenance schedule is always recommended in order to maintain the original luster of your home. You will find that we have included a few schedules for you in this guide to help you in routine maintenance. The Builder requires that you adopt a maintenance routine; you may sign up for email notifications for this.

The following sections will give you basic information regarding product specifics and care and maintenance for the items incorporated into your new home. Please use these suggestions in your maintenance routine as they have been developed over time to assist you in keeping your home strikingly new in appearance and condition. As always, if you have any questions, the Builder may be able to help you.

### *Appliances*

The appliances in your home are covered under a warranty provided by the manufacturer of each appliance. In your “New Home Express Limited Warranty” you will find the information from the appliance manufacturer for care and maintenance as well as your information to return to the manufacturer for product registration. Builder does not carry any warranty coverage for appliances. Appliances are considered, but not limited to, Range, Oven, Microwave, Micro/Hood, Refrigerator, Garbage Disposal, Dishwasher, Trash Compactor, Washing Machine, and Clothing Dryer.

### *Cabinets*

In removing any splatters or water from the cabinetry, you will generally avoid any permanent staining. Using furniture or wood polish can help to protect the cabinetry against surface contaminants.

Cabinets are covered under warranty for one year after the close of escrow

The Builder cannot guarantee that the grain and color of wood shown in the model home will be the exact same in your home. Due to nature, an exact wood color or grain match is near impossible to come by. Some color variations on stained areas of the wood in your home is to be expected and is not warranted.

Wood is a product of nature and is subject to drying and or cracking. When drying occurs you may find sticky drawers or warped cabinets, which are covered during the Express Limited Warranty of one year. Scratches are common to cabinets, as they are located in high traffic areas. You may purchase a wood putty stick at a local home center to fill and color minor scratches. Cracking is normal with new wood and can be fixed by filler.

## ***Caulking and Grout***

Builder expects that, over time caulking will naturally dry and shrink. This is due to evaporation from moisture in the product. Caulking and grout are considered to be some of the most integral components in your home. This product allows the materials in your home to bind together and become resistant to weather and water. As a homeowner, you will need to routinely examine the areas of your home that have caulking or grout applied to them. The caulking at areas of high water usage should always be maintained. Water can pass through dry or shrunken caulking and cause damage to other parts of your home.

Builder will replace caulking in one area, one time, during the one-year fit and finish warranty.

Builder suggests a caulking gun and a tube of caulk made for the area you are applying it to. There are different brands of caulk made for various areas of your home. You may find direction from personnel at your local home center as to which application will work best for you. Grout may be mixed according to directions and applied with a small trowel, then wiped smooth with a damp sponge. Do not allow water to sit on new grout; wring out your sponge well before wiping up excess grout.

Both of these applications should be left completely alone, free of foot traffic and water, for at least 24 hours, or as long as the product directions dictate. If the applications do not have time to dry you will need to remove the product and re-apply.

## ***Ceiling and Wall Finish***

The walls in your home have been finished with a drywall application and paint. The walls have been designed to be low maintenance and take little care to maintain. The finish on your walls is either a hand texture finish or an orange peel finish. Round corners are very easy to dent but difficult to fix, use care when maneuvering around these areas. Drywall products for repairs can be purchased at your local home improvement store. Do not allow your drywall to become saturated with water, it can be difficult to dry the water from the walls, and other damage may occur.

Builder does not paint after close of escrow except in the event of a repair undertaken by Builder, Builder does not custom paint.

The paint on your walls is a scrubbable flat and semi-gloss finish. You will find semi-gloss paint in the rooms that have running water, and flat paint in the living areas. For example, your living room will be flat but the kitchen is semi-gloss. Builder suggests re-applying paint every three years to maintain the original luster of your new home. Cobwebs and dust should be routinely cleaned from walls and ceilings.

## ***Concrete***

Concrete does not need a lot of maintenance by the homeowner. All of the concrete in and around your home has been provided as a foundation for your home and as site perimeter access. There are a few items to bear in mind when conducting your routine maintenance examination on your home:

Water should never be allowed to pool around the foundation, or base, of your home. If this happens, the result could be cracks in your foundation and surrounding concrete. To avoid this check the flow of water while your irrigation is running, or during rain seasons. Make sure you maintain the natural course of water flow to drains, or “landscape swale”, that was provided by the Builder. The Builder warrants cracks in concrete over 3/16” for the period as stated in the warranty. This is limited to conditions existing at site of area in question including, but not limited to, change in grade.

### ***Countertops***

The countertops in your home have been constructed from three different quality products. You may have Ceramic Tile, Corian, or Granite in your home. In some cases you may have all three materials in your home. You will find extensive care and maintenance information in your “New Home Express Limited Warranty” Trade sections.

Manufacturer and Builder warrant countertops for one year. Items not warranted by Builder after close of escrow include, but are not limited to, broken tiles, surface cracked tiles, chipped tiles, inherent manufacturer tile defects considered cosmetic flaws, slight variances in floor height due to tile, slight variances in tile layout due to plan, cracks or chips in Corian, Corian staining due to a foreign substance, cuts or nicks in Corian, minor imperfections in Granite, exact color match with Granite. Do not place hot pans directly on countertop surface, fissures or burns can occur. Do not cut directly on countertop surface, cutting the countertop makes small slits in the topcoat. Do not allow citrus or acidic food to sit directly on countertop; some foods can wear away the surface. Builder suggests a sealer be applied to Granite at least once every year to maintain integrity; this product can be purchased at a natural stone store.

### ***Decks***

The coating applied to your deck is part of an integral system that should be carefully maintained in order to provide years of trouble-free use. Builder suggests re-applying the topcoat of your deck system every three to four years as normal foot traffic can wear down the surface over time. You may contact any informed and licensed decking contractor to help with this. They will be able to supply the appropriate topping and color.

Deck Systems are warranted by Builder according to the “California Right to Repair Law.”

### ***Decorative Gas Fireplaces***

Your new home may have a decorative gas fireplace. This addition has been made to your home to add a distinct element of beauty. These appliances are not intended as sources of heat. **Do not burn with doors open. Do not incinerate trash in these appliances. Do not burn any object or debris. Do not leave the fire burning unattended.** Read the use instructions located in your “New Home Express Limited Warranty” trade section before using this appliance. Have the appliance inspected annually for proper operation. The manufacturer warrants this appliance for a one year period.

## ***Doors and Door Trim***

Your interior and exterior doors are made of either wood or fiberglass with a foam core. The fiberglass doors are well insulated and do provide some sound barrier. Builder suggests care in maintaining your exterior doors: do not allow paint or other wet products to splash door, wipe off immediately in this case. Keep the doors clean. Do not scrub any doors. Wood front doors are not covered under warranty; these doors should be sealed annually.

Interior doors should be kept clean with a damp cloth. These doors are hollow and are not indestructible. The interior hollow core doors are only warranted against manufacturer defects. Closet doors should roll free; if they do not, lubricate the tracks for easier opening. Do not allow anything to disrupt the slide of doors, as in clothes or shoes. Hinges and locks will also require lubrication for smooth operation or to rid doors of squeaks.

## ***Drainage and Grading***

The drainage at your home has been graded according to the local governing agencies. You must maintain the grading at your home site to ensure proper drainage for water. If you discover that the grading has changed since you closed escrow; it is your responsibility to restore the site to its original condition. Adding or removing concrete is considered part of the landscape and drainage and can affect the flow of water from your property. Please consult a professional concrete contractor when adding or removing concrete. If you plan to change the landscaping at your home site, you should consult with a professional landscaper with concern to grading and drainage. Any damage that arises from changed grading, landscape, or unkempt grading is homeowner responsibility.

Landscape does affect the grading and drainage at your home. The Builder has placed all of the landscaping in specific areas in order to hinder erosion. When you remove plants, sod, trees, or other plant material you are risking a drainage crisis. If a homeowner significantly changes the landscaping, drainage, grading, or irrigation system, the Express Limited Warranty will be void.

In some cases the Builder installs yard drains placed throughout your yard area. These drains typically lead water away from your home site, as well as your neighbors, into a drainage basin or properly allocated area. If anyone removes or covers the yard drains all drainage and landscape warranties are void. Homeowner will be responsible for all resulting damage.

Drainage is warranted for one-year from close of escrow.

## ***Electrical***

The Builder's professional team has designed the electrical system installed in your home. This system complies with all state, local, and national building codes. This system is intended to withstand normal residential use and is not intended for any other use, such as, a business run from home. Do not tamper with any wiring or electrical devices in your home; this voids your Express Limited Warranty. Any changes made to your existing electrical system after close of escrow voids your Express Limited Warranty. Always call Builder first with any questions or troubles with your electrical system.

You will find product-specific instructions in your “New Home Express Limited Warranty” for the material used to install your electrical system. During your New Home Introduction, your Builder representative will advise you as to locations of outlets and other electrical information you will need. The Builder has provided some helpful information as shown below.

1. Circuit breakers will trip under excessive electrical load. If you lose power to one certain area of your home, first unplug all of the appliances and fixtures in that area. Check the circuit breaker located at the panel and reset it by switching it off and on again. If this does not resolve the problem, call a licensed electrician or your Builder if under warranty.
2. There is a master circuit breaker switch at the main panel. This could have tripped due to a surge or overload. Unplug all of your appliances and fixtures and try the main breaker switch. If this does not solve the problem, call a licensed electrician or the Builder if under warranty.
3. GFI's are outlets located near water, usually in the bathrooms, kitchens, and exterior of home. These circuit breaker outlets are designed to break the flow of electricity in the event of a short. If you lose power to one of these outlets, or an outlet connected to it, press the reset switch. If this does not work please attempt step 1. If these two steps do not resolve the problem, please contact a licensed electrician, or the Builder if under the Express Limited Warranty period.
4. Poking objects into outlets can seriously injure anyone. Please use childproof devices on your outlets if you have small children in your home. These devices may be purchased at any home store or supermarket.

### ***Exterior Finish***

The Builder uses a variety of finishes at the exterior of your home. The three main finishes used are stucco, masonry, and wood. These finishes will need constant upkeep and attention on the part of the homeowner to maintain a lasting luster. The exterior of your home is exposed to the elements day in and day out and you, the homebuyer, should prepare to spend a large portion of your maintenance time on the outside perimeters of your home.

Stucco- The stucco on your home has been applied according to Builders' specifications. The color is a part of the topcoat application of the stucco; it is not paint. Check with local governing agencies before changing the color of your home. Do not apply paint to stucco. Do not power spray the stucco on your home. Do not allow dirt or water to rise above the weep screed in the stucco located at ankle level of your home. The weep screed allows water to exit the exterior walls during rains and exposure to moisture. Do not ever puncture the stucco, as there is a waterproof system in place that must be maintained. You may find a white powdery substance on some of the exterior finishes of your home. This is called efflorescence, which is caused by the evaporation of salt-laden water. This will, in time, wear away and Builder cannot prevent this occurrence. You may find “hairline” cracks on the exterior surface of your home stemming from settling and movement in and around your home site. This is expected at every home by the Builder and is common; this item is not warranted. Builder does not warranty stucco cracks less than 1/8” wide for the period of warranty, one year.

Masonry- The masonry at the exterior of your home is Cultured Stone or Brick Veneer. The Builder uses different types of stone and brick throughout the neighborhood. Your “New Home Express Limited Warranty” will give you the specific manufacturer information for the stone or brick on your home. Masonry is applied with an exterior grouting compound that may crack after application. This is normal and to be expected. You will want to repair cracks in grouting

every three to six months in order to maintain a lasting impression. Material for this job can be purchased at any of your local home improvement centers.

Wood- The wood trim and siding on your home has been installed according to California Construction Standards and the Builders' specifications. All of the exterior finishes have been caulked and painted with two coats of paint. All appropriate measures have been taken as well as tests passed for quality installation. Due to the fact that your wood trim and siding is in constant exposure to the elements, Builder suggests a routine six-month examination and maintenance schedule. Homeowner will be responsible for applying caulk and/or paint as needed to protect product from the elements. Wood can split or crack due to its natural drying processes; this can be easily fixed by applying caulk or wood putty and touch up paint. Your Express Limited Warranty will warrant **excessive** gaps, warping, or bows in wood trim.

### ***Fencing***

Wood- The fencing around your home has been installed per City codes and regulations. The style and/or height of your fence may be different from that of the neighborhood model. If you choose to add fencing upon close of escrow, please check the city regulations as to height code and sight distance. A professional installer is highly suggested. Your fence has been installed rough and is not treated. Builder suggests that homeowner treat fence with product of choice to prevent rapid aging or damage. You may also consult a fencing contractor for this item. Always try to avoid sprinklers spraying directly on fencing and gates. The installer warrants this product for one year.

Wrought Iron- In some elevations the Builder may install wrought iron fencing or gates. These fences have been installed per city codes and regulations, and have passed the required safety inspections. To maintain the integrity of the product, make sure that your iron fences and gates are not exposed to direct weather exposure. This can be done by keeping a fresh coat of paint or sealant on your wrought iron at all times, or at regularly scheduled maintenance intervals. Always try to avoid sprinklers spraying directly on fencing and gates. The installer warrants this product for one year.

### ***Flooring***

Carpets- Builder requests homeowner to vacuum carpet completely at least every week to ensure long lasting life. Foot traffic and dirt can permanently soil carpet. Your new carpet will shed fibers; you should remove them with scissors at carpet height. Do not pull shedding fibers from carpet. Most carpet rolls are made in twelve-foot widths. This means that each room may have at least one carpet seam. Carpet seams are not warranted, installer will attempt to make seams as indistinguishable as possible with minimal waste. Dye lots in color may vary slightly; this is normal and not warranted. Your carpet has been inspected and found to be in sound acceptable condition. No claim for stains, seams, color, or other cosmetics will be accepted. Builder suggests using a stain proof product to protect carpet. Manufacturer warrants this product for one year.

Ceramic Tile- Ceramic Tile comes in many different shapes color and sizes. Some ceramic tile will be glazed and some will have a matte, or flat finish. Your ceramic tile should be swept daily in order to keep dirt and sand off of the floor; these particles can pit and dull the surface of your tile. Ceramic tile floors may be damp mopped. It is recommended that your ceramic tile floor not be submerged in water. Do not use any abrasive cleaners on your ceramic floor, vinegar and

water works best for cleaning ceramic tile floors. Do not place furniture without casters directly on your tile flooring as this will scratch and chip. Builders suggest doormats and rugs to help with sand control. The grout holding your tiles together may crack; Builder has left material for you to replace this as needed. Your grout has not been sealed but it is recommended you do so as this will help with maintenance.

*Hardwood-* The hardwood floors have been installed by professional flooring personnel. Do not use water, or cleansers containing water on your wood floors. Do not allow water to stand on wood floors. Cleaning should be done with a dry soft cloth or mop. Do not drag any object across the hardwood floors, as this will scratch the finish. Consult a professional floor cleaner to have the wood floor waxed or buffed. A professional flooring installer can remove burns or perform sanding as needed; Builder does not warrant this.

*Vinyl flooring-* Resilient vinyl flooring adds ease of use and beauty to areas of your home. It is very simple to care for your vinyl floor. Below are some tips to bear in mind. You will receive care and maintenance information in your “New Home Express Limited Warranty.”

1. Vinyl flooring can have a soft texture, even though most companies now apply a tough topcoat to help protect from scuffs and dents. Furniture, high-heeled shoes, and rough use can permanently damage vinyl flooring. This damage cannot be repaired; you must replace the flooring if this occurs.
2. Abrasive cleaners and scrubbers should absolutely not be used on your vinyl flooring. **Do not use bleach.** This can dull the surface and wear away the topcoat installed for protection. Use a soft washcloth or mop with warm water and a cleanser advertised appropriate for vinyl flooring.
3. Spills should be removed immediately with a damp sponge to avoid staining. The vinyl floor should always be dried completely when it is wet.
4. Do not use rubber-backed rugs on your vinyl flooring. The rubber will cause discoloration, which is permanent and is not warranted by Builder or Manufacturer.

All flooring is covered by a one-year manufacturer warranty.

### ***Garage Doors***

Tampering with the roll-up garage door or opener motor voids the Express Limited Warranty. This includes, but is not limited to, removing and replacing the springs or door. Do not ever try to repair or remove the coils on the garage door, as they can retract and cause grievous bodily injury. Builder recommends lubricating all moving parts every three months. This may also help with squeaking however; some squeaks cannot be resolved and are not warranted. It is suggested that the door should be shut when not in use because prolonged periods of the door being open can result in warping. Do not allow water to continually spray on door or in through door.

There is a button on the motor for the door, which can be depressed at the same time as the garage door opener remote in order to program the remote for access to your home. This can be done in order to “re-program” for continued use. This product is covered by a one-year warranty.

## ***Heating and Air Conditioning***

Your heating and air conditioning system has been installed according to local and state regulatory guidelines. The system installed in your home is of the best quality and will provide dependable service with proper maintenance and care. You will find instructions for care and maintenance in your “New Home Express Limited Warranty.” If you have any need for service on your heating or air conditioning system, please call a licensed heating professional, or contact the Customer Care department if within your one-year Express Limited Warranty. Builder has included a few suggestions for maintaining a healthy heating and air conditioning system:

1. Clean or change your filter every 60 days as needed. An electrostatic filter should be cleaned; a fiberglass filter should be replaced and can be purchased at your local home center. Fresh filters will prolong the life of your heating system.
2. Keep all vents free of dust, cobwebs, and debris.
3. Check the operation of your systems before peak operating seasons. If you need service contact the appropriate professional.
4. You can minimize expansion and contraction of the new materials in your home by keeping an even constant temperature.

## ***Lighting***

A Manufacturer Warranty covers the Lighting installed in your home. Should you have any trouble with your fixtures, the manufacturer will help you with your needs. The light fixtures have a sticker near the ring, which specifies what type of bulb wattage to use. Please do not stray from these requirements as this can burn up bulbs or cause damage to the wiring and fixtures.

## ***Plumbing***

The plumbing system installed in your home involves new materials and modern design. You will find information in your “New Home Express Limited Warranty” that informs you as to care and maintenance for the various plumbing systems in your home. You should spend some time getting to know your plumbing system in case you have an emergency or simple problem that can be solved in minutes.

There are numerous water shutoffs in your home. Most importantly, you and your family should become familiar with the main water shutoff to your home. This is the shutoff for water from the street to your home, located typically at the hose bib near the front of your home. You must shut this water source off in the event of a water emergency.

Your sprinkler system has a water shutoff located next to the irrigation control valves. If you have a landscape water emergency you may shut the water off to the sprinklers without losing water to your home. Each plumbing fixture also has a water shutoff. These can be located where the plumbing comes out from the wall, behind the toilet tank or under the sink. These shutoff knobs are oval shaped valves, which can be turned on or off; your family should become familiar with this operation.

Another water shutoff is located on your water heater, towards the top of the system. There is also an overflow device that can be used to empty the system if needed. Only an adult should operate the water heater. Please keep children away from the water heater, as it is a dangerous

appliance if played with. Your water heater has a manufacturer warranty; contact the Builder if under your Express Limited Warranty period and they will contact a licensed plumber for you. If you are not under warranty, contact a licensed plumber for service.

You will find U-shaped drainpipes under your sinks, which the Builder uses to keep sewer gas from coming into your home. These drain pipes can become clogged due to their design. It is homeowner responsibility to maintain clean running pipes throughout the home. If you do not use your sinks very often, it is possible that the water in the U-shaped pipes can evaporate allowing a smell of sewer gas into your home. To prevent this, try to regularly use the plumbing fixtures in your home.

Bathtub and Tub/showers- The bathtubs in your home are made of three different materials. They can be acrylic, fiberglass, or porcelain on cast iron. Jetted tubs are fiberglass set in a concrete base. Your bathtubs will need routine maintenance, as all other components in your home. Clean your tubs using a non-abrasive cleanser and always wash all cleansers completely from the surface of your fixtures. Your plumbing fixtures are covered under the manufacturer's warranty. Please become familiar with your warranty included in your "New Home Express Limited Warranty," Trades section. You are responsible for replacing the caulking at your bathtub as needed. Builder cannot be responsible for homeowner negligence concerning caulking.

Water Systems- Your new home may have a water filtration system installed at the kitchen sink. This is intended to reduce the amount of contaminants in your drinking water. Water from the system has been pre-piped to the refrigerator area for your refrigerator's icemaker. The Builder does not hook up the water to your refrigerator and assumes no liability in the case of a water leak due to hose connection. You will need to keep up a regular routine maintenance schedule for the filter on this appliance. Builder does not provide water system warranty or repair.

Your home may also have a soft water system installed to reduce the amount of minerals and sediment from your water. This will help keep your plumbing fixtures clean, as it reduces the amount of elements that cling to the surfaces of your home. You will need to become familiar with the cycles that your system goes through. Salt will need to be placed in your systems tank regularly. Do not let the tank empty completely of salt.

Fixtures- The Builder provides suitable plumbing fixtures in order to add beauty and durability to your home. Some materials are softer than others, Brass and Chromium in particular. For these fixtures, do not scrub or use abrasive cleaners. Keep them dry and clean with warm soapy water and a soft cloth. Polished brass and bright chromium are also used in new homes and are more durable than other materials. Use a standard non-abrasive cleanser and keep dry. These fixtures are less likely to corrode than other products.

Do not apply excessive force to any of your plumbing fixtures. You can break the seals and cause leaks that are sometimes undetected until much damage has been done. These seals will need to be regularly replaced which can be done by a licensed plumber, or if you opt to purchase parts yourself, this can be easily accomplished. There are aerators on the end of your faucets that will need to be cleaned. To do this wait until you notice that the water coming out of your faucet has decreased, unscrew the end cap, and rinse clean, then replace when clean.

Toilets- The toilets in your home are made of vitreous china. This product is resistant to staining but can break or chip easily. Due to this, Builder cannot warrant toilet or bathtub/shower after

close of escrow. These items are covered by a manufacturer warranty located in your “New Home Express Limited Warranty.”

Your Express Limited Warranty covers toilet stoppages that occur due to construction debris. The warranty does not cover stoppages that are not construction related. Make an attempt to clear the stoppage from your toilet before calling the Builder under the warranty. If the Builder responds to a homeowner maintenance item, you will be charged a standard service fee.

You have water saver toilets installed in your home. These toilets are designed to use the least amount of water and more pressure to force objects through your sewer system. If you find that your toilet is not completely clearing debris from the bowl, try to flush again after the tank has refilled.

## ***Roof Systems***

The roofing materials on your home are typically made of fiberglass shingles or concrete tile. In some cases you may have a barrel vault roof or flat gravel roof.

*Composition Shingles-* Composition roof systems are easy to care for. You will want to inspect the roof every season and remove all debris that may have fallen there or into the gutters. Check all roof penetrations to make sure they are sealed completely; this is in order to inhibit water from entering the home. You may walk carefully on this product, as it is quite durable and resilient. See your “New Home Express Limited Warranty” for specific product information.

*Ceramic Tile-* *Tile material is not indestructible and it is recommended that a licensed roofing contractor provide any work on the roof.* These tiles can be delicate if not walked on properly. Builder will not warrant broken tiles after close of escrow. Builder is not responsible for leaks caused by tie-ins or construction performed by anyone other than Builder. Builder is not responsible for damage caused by, but not limited to, toys, civil disobedience, animals, golf balls, walking on roof, storms, or Acts of God.

*Flat Gravel Roofs-* If your home has a flat gravel roof; you will need to keep a regular maintenance schedule due to the fact that your roof is susceptible to changes from the weather. You must routinely examine the seals and roof penetrations, preferably every six months. If you find there is a break in any of the seals, immediately call your licensed roofing contractor to fix the area before it becomes a water leak. Do not use your flat roof as a patio or balcony.

*Barrel Vault Dome Roofs-* Your home may have a barrel vault dome roof. This surface has been sealed with an elastomeric paint and has a maximum life of three years. At that time you should have a licensed roofing or painting contractor add a new seal to your dome roof, and every three years thereafter.

## ***Termites and Pest Infestation***

Builder cannot warrant your home against pest infestation. If you follow the tips below you will greatly diminish the occurrence of termites. You may want to have a pest control expert add a product to your home after the close of escrow that will help to eliminate these pests. Termites are native to this area and thrive on the moisture in the soil.

1. You must inspect your home on a regular basis. If you notice evidence of termites or other pests, call a licensed pest control expert.

2. Make sure that all exterior water is draining away from your home.
3. Keep any plastic landscaping products at least two feet from the foundation of your home.
4. Do not allow soil to touch any wooden parts of your home.

## ***Windows***

Taking a few moments to maintain your windows will allow you to get years of service from them. It is very important that you do not apply any window tinting or aluminum foil to your windows. This material helps moisture build up between your double pane windows, and voids any window warranty you have with the Builder or the manufacturer. You may notice moisture on the glass at the interior home portion of your windows from time to time. This is normal and usually due to the temperature difference between indoors and outdoors. Keep the condensation wiped away from the interior of your windows to avoid mildew.

*Vinyl Windows and Door Frames-* Your windows have vinyl frames. The Builder selected vinyl windows for your home because they are extremely durable and are very attractive. Vinyl windows are well insulated and resistant to fading for many years to come. The windows are double paned and should not allow moisture to build up inside the panes of glass. If you do find that moisture is collecting between the panes of glass, please call the manufacturer for warranty service. You will find manufacturer information in your “New Home Express Limited Warranty.”

To clean your windows, remove the moveable pane and wipe clean with warm soapy water and a soft cloth. **Do not use cleansers or any abrasive cleansers, this will scratch the vinyl surface.** Keep the tracks of your windows clean by vacuuming them. Do not allow debris to pile up as this can cause difficulty sliding the window open.

If your window appears to be stuck, move the window back and forth to dislodge any material that may be stuck, a piece of debris could be stuck somewhere in the track. It does take technique to open and close the vinyl windows in your home. Use a double-handed grip and pull straight back, these windows are designed to have a bit of resistance as a moisture barrier. Do not jerk the window open as you can warp the frame or break the seal. This will allow water to enter between the double panes of glass.

Weep holes are installed in all windows at the bottom of the exterior frame. This allows condensation that may get trapped inside the frame a way out of your home. Do not allow these holes to become plugged. You will need to regularly check these weep holes to make sure dirt or insects do not clog them. Sometimes you may feel air or dust coming through these holes, this is normal and cannot be warranted.

**Scratches, pits, cracks, or any other defect on any glass in your home is not warranted after close of escrow.**

*Aluminum Window and Door Frames-* Your home may have aluminum windows and doorframes. These windows can last for years and are quite durable as long as you bear in mind a few tips to prolong their use. Remember that the aluminum product is soft and can be dented by rough use. Take care when opening and closing windows or doors.

To clean debris from the tracks, use a broom or vacuum. After that you can wash out the tracks with warm soapy water and a sponge. If your windows are not sliding freely, use an oil-free

lubricant on the tracks. Oil attracts dust and debris and makes opening the window eventually more difficult. Weep holes are installed in aluminum windows as well as vinyl windows. Do not allow the weep holes to become clogged by dirt or debris. You should routinely check these weep holes to make sure water can escape through them. Typically dirt or insects clog the holes. No matter what height the window, you should always monitor these holes, as the Builder cannot be responsible for damage resulting from clogs. Sometimes you may feel air or dust coming through these holes; this is normal and cannot be warranted.

### ***Window Treatments***

All window treatments are covered by installer warranty. Builder does not warranty window treatments. If you need service provided on your window treatments, please contact the installer. Information for care and maintenance will be located in your “New Home Express Limited Warranty.”

## **Mold Notice**

Each Owner, by acceptance of a deed to a lot, acknowledges and understands that there is, and will always be, the presence of certain biological organisms within the dwelling, and on or about the lot. Most typically, this will include the common occurrence of mold and/or mildew. It is important to note that mold and mildew tend to proliferate in warm, wet areas. As such, it is each owner's responsibility to maintain his or her lot and dwelling so as to avoid the accumulation of moisture and/or mold and mildew on the lot and within the dwelling. Such mitigation matters should include, without limitation, the frequent ventilation of the Dwelling, removal of standing water on balcony, patio or deck areas, prompt repair of any leaks, which permit water intrusion into the dwelling, and prompt repair of plumbing leaks within the dwelling (irrespective of who may have caused any such leaks). Each owner also understands that the presence of indoor plants may also increase moisture and/or mold and mildew levels within the dwelling. Also, the propping of large pieces of furniture against wall surfaces may lead to mold or mildew accumulation. It is the responsibility of each owner to monitor and maintain his or her lot and dwelling so as to mitigate and avoid the conditions, which are likely to lead to the existence and/or growth of mold and/or mildew. In the event that mold does appear and/or grow within the dwelling, it is also the owner's responsibility to promptly and properly treat such mold to minimize the spreading thereof and/or unhealthy conditions likely to arise as a result thereof. Such measures frequently include, but are not limited to, cleaning mold-affected surfaces with chlorine bleach. Each owner is responsible to learn how to clean any affected improvements.