



Homeowner's Guide & Maintenance Manual

Includes Warranty Information

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FOREWORD

S&S Homes of the Central Coast, Inc., the Builder, 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 entitled “Site Visitation Policy” and “Complete Release of Liability” which are included as part of the contract you signed upon purchase of your new home. Rules and Regulations for visitation are strictly enforced.

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 extreme 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 otherwise occur.

In case of an emergency contact the Builder Emergency telephone line, 800-785-0646.

ORIENTATIONS

We encourage you 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 a designated a “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 maintenance is required along with what the “New Home Express Limited Warranty” covers. We recommend that you do not bring children to this meeting, as your full attention during this orientation 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, service requests and is trained to respond to your claims promptly. The Customer Care group works closely with all other aspects of our building team to be able to help you determine the source and remedy for your service requests. We suggest that you carefully read the Express Limited Warranty and Performance Standards in order to become completely familiar with its policies.

Builders Customer Care Policy

Customer Care Representatives will respond to all service requests as quickly as possible. Once we receive your request for service, an investigation will follow to determine the source of your problem. To request service work, please make sure you do so with an official Service Request form. These forms are available at our sales office and are available on line at www.sshomes.net. The homeowner must complete the form in its entirety and submit by personal delivery, fax, or US mail to Builder or by submitting on line at www.sshomes.net. 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 “Express Limited Warranty” to find out if your item is covered under the builder’s 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 problem or service 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 warrant or pay for any work that we do not initiate and order. 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 are 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. 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.

LIMITED WARRANTY INFORMATION and PERFORMANCE STANDARDS

The following sections will contain material describing your Express Limited Warranties and Performance Standards with the Builder. This information has also been included in your purchase agreement documents.

Limited Home Warranty Introduction

Scope of Warranty

This home warranty covers only the home that has been constructed by the Builder. The warranty is non-transferable and cannot be assigned to any other party other than by operation of law. The Limited Warranty contains three parts, the Orientation Warranty, The Fit and Finish Warranty and the Construction Warranty.

What is Covered

The specific coverages provided by these parts is described below. The coverages provided by Builder is subject to the following provisions: all claims must be submitted during the warranty periods specified herein pursuant to the terms of the Customer Service Procedures, the warranty period begins upon the filing of a notice of completion or closing of title of the original purchaser, whichever occurs first, or within such shorter period as may be specified.

This warranty shall in no event extend to any customer products included in the property that may be included in this transaction. The manufacturers of some products used in the house may provide a manufacturer's warranty. Builder has no obligation or responsibility for the manufacturer's performance, and homebuilder does not warranty the fitness, use, workmanship, or quality of such items.

Orientation Warranty

Prior to your closing the Builder provides you with a Walk Through Orientation during which time you are provided the opportunity to identify any conditions that may have been overlooked during the construction process. Since some minor damage may occur during the move in process there are certain items that can be warranted up through the orientation process. Following are items that must be noted at the time of your Orientation Inspection otherwise they will not be covered.

Defects, scratches, dents, marring, gouges, chips or cracks in appliances finishes, doors, light fixtures, plumbing fixtures, screens, sinks, glass, tile, tubs, showers, toilets or loose screws, nuts, bolts or any missing items.

Fit and Finish Warranty:

Except as limited herein, Builder warrants that the following items shall be free of "Fit" and "Finish" deficiencies in original materials or workmanship for one year: Cabinets, Mirrors, Flooring, Interior and Exterior walls, Countertops, Paint Finishes, and Trim.

Finish deficiencies include visible scuffed, scratched, smudged, chipped, stained surfaces or finishes, but does not include minor imperfections of finishes that do not materially detract from the appearance of the finish as a whole. Fit deficiencies include defects in materials, or workmanship that are recognized under generally accepted standards of the building industry in California.

Construction Warranty

Except as limited herein, Builder warrants that the following items shall be free of “deficiencies in original materials or workmanship for one year: Air Conditioning & Heating, Concrete, Fireplaces, Gutters, Garage Doors, Insulation, Windows and Doors.

Builder’s Express Warranties are void if;

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.

- 1. 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.**
- 2. 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.**
- 3. 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.**
- 4. The applicable statutes of limitations have run.**
- 5. 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 OF 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 WAIVES ANY IMPLIED WARRANTY OF MERCHANTABILITY, HABITABILITY, QUALITY OF CONSTRUCTIONS, AND/OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY OTHER IMPLIED WARRANTIES.

PERFORMANCE STANDARDS

The construction of your home by Builder has been completed with reference to standards established by California law. These legal standards may be found in Chapter 2 of Title 7 of the California Civil Code. These Performance Standards are not a warranty and shall not be deemed or considered to create an express or implied warranty. Builder and Homeowner and their successors in interest will be bound by the Performance Standards in addition to the statute of limitations period to bring an action for violation of these standards.

All Performance Standards statute of limitations begin to run on the close of escrow for the first purchase or the filing of a Notice of Completion whichever is earlier.

Performance Standards and Statute of Limitations California Civil Code section 896:

Operation of Irrigation and Drainage-1 year.

Landscaping-1 year.

Dryer Ducts-2 years.

Decay of Untreated Wood Posts-2 years.

Unreasonable Corrosion of Untreated Steel Fence and Components-4 years.

Significant or Excessive Extraneous Cracks in Exterior Pathways, Driveways, Hardscape, Sidewalk, Patios-4 years from close of escrow.

Operation of Plumbing or Sewer System-4 years.

Operation of Electrical or Electrical System-4 years.

Exterior Paint or Stain-Paint or Stain Manufacturer stated warranty period, if any. However no action can be brought more than 5 years from close of escrow.

Manufactured Products including windows, doors, roof material (excludes broken tiles after closing), plumbing products, and fixtures, fireplaces, electrical, fixtures, HVAC units, countertops, cabinets, paint, appliances, and any other product that is completely manufactured offsite.-1year unless manufacturer specifies a greater period.

Structural Integrity and Water Intrusion-Up to 10 years from close of escrow depending upon cause.

EXCLUSIONS FROM COVERAGE

The Builder's Warranties, Manufacturer's Warranties and the Performance Standards 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, misuse, abuse or neglect or using the structure for something other than its intended use.
- 2) Lack of Homeowner maintenance, including all manufacturers' suggestions and Builder's 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 damage caused as power surges, animal and/or insect infestation, falling trees or leaf build-up, and explosions.
- 5) Neglect to home and property causing damage shall not be the Builder's 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 and any other damage caused by homeowner neglect.
- 6) Damage from water penetration caused by sprinklers, water hose, wind driven rain.
- 7) Damages from the alteration or interference of grades or swales.
- 8) Damage from standing or ponding water.
- 9) 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. Homeowner will be responsible for items deteriorated due to lack of homeowner responsibility in reacting swiftly to problems discovered at home site.
- 10) Damage or Loss caused by homeowner during move in.
- 11) Damage or loss caused by guest or tenant.
- 12) 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.
- 13) 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.
- 14) Concrete cracks in foundations, slabs, driveways, walks of less than ¼ inch in width or vertical displacement.
- 15) Cracks less than 1/8 inch in width in stucco.
- 16) 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 are 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.
- 17) 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.

- 18) 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.
- 19) 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.
- 20) Claim barred by statute of limitations or by law.
- 21) 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 manufacturer's 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 Internet.

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 it build. You will see during your meetings that our company is completely committed to building a safe home with value unparalleled.

Due to the dynamic 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 the environment; wind, sun, fog subgrade water flow 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 with routine maintenance. The Builder recommends that you adopt a maintenance routine.

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.

Attics

Attics are not suitable for storage because the bottom member of a typical truss is not designed to support a storage load. The truss will support its own weight, the dry wall ceiling below, insulation and light fixtures. It is not designed to support the weight of stored objects. Additionally, storing objects in the attic will affect your insulation and air circulation.

Appliances

The appliances in your home are covered under a warranty provided by the manufacturer of each appliance. In your new home and at the manufacturer's website you will find the information from the appliance manufacturer for care and maintenance as well as your information to return to the manufacturer the product registration, this must be done as soon as you move into your new home. **Builder does not carry any warranty coverage for appliances.** Appliances may include, but are not limited to, Range, Oven, Microwave, Micro/Hood, Refrigerator, Garbage Disposal, Dishwasher, Trash Compactor, Washing Machine, and Clothing Dryer.

Cabinets

Immediately removing any splatters or water from the cabinetry, will generally avert any permanent staining. Using furniture or wood polish can help to protect the cabinetry against surface contaminants. Please do not slam, bend, or pull on cabinet doors as they can warp or hinges may bend.

Cabinets are covered under warranty for one year after the close of escrow, depending on care.

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

Over time caulking and grout will naturally dry and shrink. This is due to evaporation from moisture in the product. Also, some settling of the home will occur, which may cause some minor cracks in grout joints, particularly where the tile or hard surface meets a bath tub. 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 an area, one time, during the one-year Fit and Finish Warranty.

Builder suggests that you buy 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.

Your grout has not been sealed. Some manufactures recommend that you do so as this will help with maintenance and prevent moisture and stain penetration. However, sealing your grout will cause an alteration in grout color and will make matching touchups difficult. Sealing your grout will void your warranty. Consult a professional before sealing or treating your grout.

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 do custom paint.

The paint on your walls is water-based with a 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 and drainage. 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 or displacement in your foundation and surrounding concrete. To avoid this check the flow and direction 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 swales,” that was provided by the Builder. Concrete used for foundations, porches, steps, and walks, expands with the summer heat and contracts with winter cold. Because of this, and the natural shrinkage that occurs when concrete reaches its final set, minor cracks may appear. These do not affect the structural strength of the concrete.

Countertops

The countertops in your home have been constructed from a variety of different products. You may have Ceramic Tile, Corian, Stone or other hard surface material in your home. In some cases you may have all of these materials in your home.

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, staining due to a foreign substance, cuts or nicks, minor imperfections in stone, or exact color match. 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 stone 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. Decks should be kept free of debris to avoid trapping moisture. 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.** 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 water (irrigation) to splash door, wipe off immediately in this case. Keep the doors clean. Do not scrub any doors. Wood front doors are covered under the one-year 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, Grading and Landscaping; Expansive Soils

The drainage at your home has been graded according to the local governing agencies and licensed engineers. You must maintain the grading at your home site to ensure proper drainage for water and to prevent foundation and site damage. 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 with site drainage expertise when adding or removing concrete. If you plan to change the landscaping at your home site, you should consult with a professional landscaper concerning grading, slope backflow prevention, 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 changes the landscaping, drainage, grading, or irrigation system, the Express Limited Warranty will be void.

In some cases, the Builder may have installed yard drains 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 the close of escrow.

The following will help maintain the lot grade and foundation.

1. Maintain positive drainage through swales and drain pipes by removing debris or obstructions. Never allow water to pond.
2. Do not let water gather against foundations and retaining walls. These walls are built to withstand the ordinary moisture in the ground. If water is allowed to pond against them it may cause damage from erosion or expansion.
3. Replace and compact any loose fill, cracks or burrows on slopes. Do not over irrigate slopes.
4. Shrubs, trees and heavy ground covers, other than varieties specifically recommended by a qualified landscape architect, should not be used.
5. Maintain and adjust sprinkler heads to prevent blockage, ponding and damage.
6. Consult with a professional landscape architect or civil engineer to insure that proper lot drainage is maintained.
7. Do not disturb the grading when doing improvements such as patios, decks, pools, landscaping and other improvements, which could direct water runoff into or under the home or block drainage.

Expansive Soils: The soils in California can be expansive in nature. The soils on your home site have been analyzed by a soils engineer who has recommended the type and design of the foundation of your home. If your home is built on Expansive Soil (see your supplemental disclosure) you must understand its nature and behavior, how it can affect your home and other improvements, proper maintenance practices and reasonable performance expectations for home improvements. The builder has taken a number of measures during the site design and grading to reduce the impacts of expansive soil as required by building codes. Proper maintenance is a key to reducing expansive soil related problems, such as watering your yard in moderation and consistency, repairing water leaks and breaks in irrigation systems and plumbing promptly, verifying properties adjacent to your lot are properly maintained and irrigated, preventing water flow from foundations, driveways and walkways, maintaining proper drainage and don't let water flow to collect or pond in places, pay attention to slopes and perimeter walls. Any changes to the foundation, the grading, and the landscaping of your home site can result in severe damage to your property and to neighboring properties. Consult a professional before any changes are made. For more specific information about your lot and expansive soils see your Builder's representative.

Remember you will be responsible for water damage to your home or you neighbor's home due to modification of the grading and/or drainage and due to overwatering. Maintaining your home, lot, drainage and slopes will insure an attractive community and enhance the value of your investment.

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 home for the materials used in your electrical system. During your New Home Introduction, your Builder representative will advise you of the 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 or in the event of a short. If you lose power to one particular 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 the 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 try again. If this does not resolve the problem, please contact a licensed electrician or the Builder if under warranty.
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 many home stores or supermarkets.

Exterior Finish

The Builder uses a variety of finishes on the exterior of your home. The three main finishes used are stucco, masonry, and wood. These finishes will need regular upkeep and attention by the homeowner to maintain a lasting appearance. The exterior of your home is exposed to the elements day in and day out and you, the homebuyer, should be prepared 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 Builder's 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 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, Builder warrants stucco for one year.

Masonry- The masonry on 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 its integrity. 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 Builder’s 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. Builder warrants **excessive** gaps, warping, or bows in wood trim for one-year.

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 after 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 many manufactures recommend that you do so as this will help with maintenance and prevent moisture and stain penetration. Sealing your grout will cause an alteration in grout color and will make matching touchups difficult.

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. 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 and humidity level.

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. It is recommended that homeowners not use Chinese manufactured bulbs and not use CFL bulbs in recessed lighting.

Plumbing

The plumbing system installed in your home consists of new materials and modern design. 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 emergency overflow device. There is a hose bib to drain tank after cooling. 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 can be 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. 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. 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.

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.

Water Heater- Your water heater is covered by a warranty from the manufacturer. Please read the operating instructions that the manufacturer provides. In the event of a leak in your water heater, close off the shutoff valve on the top of the water heater and turn off the breaker.

Your water heater should be drained and flushed according to the manufacturer's suggestions. This simple procedure will remove accumulated silt and debris so that the water heater is efficient and durable.

Tankless Water Heater – Your tankless water heater is covered by a warranty from the manufacturer. A Homeowner should follow the manufacturer's recommendations when operating and caring for your tankless water heater. All care and cleaning to and around the water heater should only be performed with the water heater turned off and the electrical supply disconnected. Establish and follow a manufacturer recommended routine preventative maintenance program of checking and cleaning the water filter. A periodic inspection of the water heater burner, relief valve, air intake filter, water filter, and venting system should be made by a qualified service technician. Failure to perform the recommended maintenance can prevent the water heater from operating properly and may cause carbon monoxide dangers, excessive water temperatures, and other potentially hazardous conditions.

Roof Systems

The roofing materials on your home are typically made of fiberglass or asphalt shingles or concrete tile.

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.

Ceramic or Concrete 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, solar panel installation 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. You should have a licensed roofing contractor inspect the roof every year.

Flashings, Valleys, and Gutters- It is the Homeowner's responsibility to keep such areas free of leaves and debris that could cause overflow.

Solar Panel Installation- If a homeowner installs solar panels on the roof after the close of escrow the Builder does not warrant the roof in the area of the solar panel installation or leaks from mount penetrations in the roof. Prior to purchasing solar panels the Homeowners should be assured that the solar panel company and installer are licensed, insured and bonded for such work.

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 - 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.

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). 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.