

**FLAGSHIP HOMES, LTD. D/B/A  
PRESTIGE HOMES**

**COPY**

**4079 De Zavala Road  
San Antonio, Texas 78249**

**Limited Warranty**

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**FLAGSHIP HOMES, LTD. d/b/a PRESTIGE HOMES  
LIMITED WARRANTY**

**A. DEFINED TERMS**

Throughout this Limited Warranty, various italicized terms will be used. Some italicized terms are defined in the text of the Limited Warranty. The following italicized terms are used throughout the Limited Warranty and will have the meanings set forth below:

- “Contractor”** FLAGSHIP HOMES, LTD. d/b/a PRESTIGE HOMES, and all subsidiaries, affiliates, officers, directors, and employees of FLAGSHIP HOMES, LTD. d/b/a PRESTIGE HOMES, whether present or past, and whether in their individual or their corporate capacities.
- “Homeowner”** Whether one or more means the person(s) listed on the Limited Warranty Enrollment Form and their successors in title.
- “Parties”** The parties to this Agreement (that is, *Contractor and Homeowner*).
- “Home”** The new *Home* constructed by *Contractor* which is referenced on the Limited Warranty Enrollment Form.
- “Purchase Price”** The purchase price of the *Home* as set forth in the Limited Enrollment Form.
- “Effective Date”** The date of closing or date of first occupancy as shown on the Limited Warranty Enrollment Form.
- “Appliances, Fixtures and Items of Equipment”** Includes but is not limited to: furnaces and fittings, air handling equipment, exhaust fans, air conditioning equipment, water heaters, pumps, stoves, ovens, microwave ovens, ceiling fans, ice machines, security alarms, garbage disposals, trash compactors, dishwashers, automatic door openers, bathtubs, whirlpool tubs, sinks, toilets, faucets and fittings, central vacuum systems, lighting fixtures, speakers, and circuit breakers.
- “Performance Guidelines”** The International Residential Code (“IRC”) and National Electrical Code (“NEC”) for One- and Two-Family Dwellings as modified locally (collectively referred to as the “Codes”) in effect at the time construction of the *Home* began, the *Building and Performance Standards* promulgated by the Texas Residential Construction Commission and to the extent that a specific standard does not exist for a claimed defect, the *Residential Construction Performance Guidelines* published by the National Association of Home Builders, the Supplemental Residential Performance Guidelines (set forth herein), and to the extent that specific standards do not exist in any of the foregoing publications for a claimed defect, then the locally accepted building practices. The Codes and *Building and Performance Standards* shall control over any conflicting provisions of the *Residential Construction Performance Guidelines* or Supplemental Guidelines. Any conflict between the *Building and Performance Standards* and Codes shall be resolved in favor of the most restrictive standard.

## B. LIMITED WARRANTY COVERAGE

*Contractor* warrants that the *Home* and the lot will be constructed consistent with the *Performance Guidelines*. During the first and second year following the *Effective Date*, *Contractor* will provide warranty coverage for conditions, which vary from the *Performance Guidelines* as set forth in section B.3. For a period of ten years from the *Effective Date*, *Contractor* will provide warranty coverage for *Major Structural Components* as set forth in section B.1. *Contractor's* sole obligation shall be to repair the condition or alternatively, it may, in its sole discretion, pay *Homeowner* the reasonable cost of repair. This is not an insurance policy. It is a Limited Warranty from *Contractor* to *Homeowner*. The coverage afforded by *Contractor* in this Limited Warranty is not insured. Where a claimed defect is filed that cannot be observed or determined under normal conditions, it is *Homeowner's* responsibility to substantiate that the condition does exist. Any investigative cost shall be paid by *Homeowner*.

**These warranties are expressly limited by the contents of the "Exclusions" (Section D) and may not be modified, revised, extended or supplemented except in writing signed by *Homeowner* and an authorized representative of *Contractor*.** The warranties are as follows:

### 1. STRUCTURAL INTEGRITY COVERED FOR TEN YEARS

*Contractor* warrants the Major Structural Components of the *Home* will substantially comply with the *Performance Standards for Foundations and Major Structural Components of a Home*, promulgated by the Texas Residential Construction Commission (10 Texas Administrative Code, § 304.100), for a period of ten (10) years beginning on the *Effective Date*. Other types of damage or defects in the *Home* not specifically mentioned in this Section B.1. may be covered by the warranties provided in Sections B.2. or B.3.

#### **"Major Structural Components"**

The load-bearing portions of the following elements of the *Home*:

1. Footings and Foundation;
2. Beams;
3. Headers;
4. Girders;
5. Lintels;
6. Columns (other than a column that is designed to be cosmetic);
7. Load-bearing portions of walls and partitions;
8. Roof framing systems, to include ceiling framing;
9. Floor systems; and
10. Masonry arches

Damage to the following non-load bearing portions of the *Home* may be covered during the first year of this Limited Warranty, but is not covered under this section:

1. Roofing materials and sheathing
2. Drywall and plaster
3. Exterior siding
4. Brick, stone or stucco veneer
5. Floor covering material
6. Wall tile and other wall coverings
7. Non-load bearing walls and partitions

8. Concrete floors in attached garages and basements that are built separately from foundation walls or other structural elements of the *Home*.
9. Electrical, plumbing, heating, cooling and ventilation systems
10. Appliances, fixtures and items of equipment
11. Paint
12. Doors and windows
13. Trim
14. Cabinet
15. Hardware
16. Insulation

*Contractor's* obligation with respect to *Major Structural Components* is limited to the repair or payment of the reasonable cost of repair, as is necessary to restore the structural integrity to or performance of the *Major Structural Component* of the *Home*, which has failed to perform in accordance with the *Performance Standards for Foundations and Major Structural Components of a Home*, subject to the Exclusions in Section D.

## 2. APPLIANCES

*Contractor* assigns to *Homeowner*, without recourse, all warranties for *Appliances, Fixtures and Items of Equipment*, which are furnished by the manufacturers to *Contractor*. *Contractor* provides no warranty on those items. If it is necessary to request warranty service in such a case, *Homeowner* must make a request directly to the manufacturer or its representative. In the unlikely event that the manufacturer is not responsive to the request, *Contractor* may assist *Homeowner* in attempting to obtain the necessary repairs or replacements from the manufacturer if the appliance or equipment is still in warranty. In the event that *Contractor* provides necessary repairs or replacement of any *Appliances, Fixtures and Items of Equipment*, it shall be subrogated to *Homeowner's* rights against the manufacturer.

## 3. COVERAGE FOR VARIANCE FROM PERFORMANCE GUIDELINES

**First Year Coverage:** *Contractor* warrants the *Home* and all components of the *Home*, not otherwise expressly limited in this warranty, to be in substantial compliance with the *Performance Guidelines*, for a period of one year after the *Effective Date*.

**First Two Years Coverage:** *Contractor* warrants that all components of the plumbing, electrical, heating, ventilation and air-conditioning delivery systems of the *Home*, not otherwise expressly limited in this warranty, to be in substantial compliance with the *Performance Guidelines*, for a period of two years after the *Effective Date*.

"*Appearance items*" are those characteristics in the *Home*, which can be seen, but have no functional, mechanical or structural value. Visual perception of these items vary from person to person. For example, variations in the wall texture may look appealing to one person and unappealing to another. Prior to taking ownership of the *Home*, you will be required to attend a "walk-through" of the *Home* with a representative of *Contractor*. If an *appearance item* looks unappealing to you, address it at the time of your walk-through. The *Contractor* representative will advise you if action will be taken to modify the appearance, and it will be noted on the walk-through checklist. ***Appearance items not noted on the walk-through checklist are not warranted.***

"*Cosmetic damage*" includes but is not limited to chipped tubs, scratched countertops or windows, smudged paint, chips or dents in vinyl flooring, dents in walls, etc. *Cosmetic damage* caused by *Homeowner* or *Homeowner's* invitees is not covered by this Limited Warranty. **Unless the *Homeowner* notifies *Contractor* of a particular item of cosmetic damage at the time of the walk-through inspection, such cosmetic damage will be deemed to be an item of *Homeowner* damage, and will not be covered by *Contractor*.**

## Supplemental Residential Performance Guidelines (applicable during year One)

The following Guidelines supplement the provisions of the IRC, NEC, *Building and Performance Standards* and *Residential Construction Performance Guidelines*, establishing additional standards by which it will be determined whether the concern you have with some component of your *Home* is covered by this Limited Warranty and is the obligation of *Contractor* to repair during the first year. To the extent of any conflict between these Supplemental Performance Guidelines and the IRC, NEC, *Building and Performance Standards* or *Residential Construction Performance Guidelines*, the latter shall control. Where specific standards and actions are not shown in the locally applicable building codes (in effect at the time the *Home* is permitted), the *Building and Performance Standards*, the *Residential Construction Performance Guidelines* or these Supplemental Guidelines, the standard shall be the locally accepted practice for workmanship and materials.

<u>COMPONENT</u>	<u>OBSERVATION</u>	<u>PERFORMANCE GUIDELINE</u>	<u>CORRECTIVE MEASURE</u>
<b>Water on Stoops</b>	Standing water on stoops.	Water should drain away from the <i>Home</i> on outdoor stoops and steps. The possibility of minor water standing on stoops for a short period after rain can be anticipated.	Contractor shall take corrective action on surface to assure drainage of steps and stoops away from the <i>Home</i> .
<b>Standing seam metal roofs</b>	Standing seam metal roof rusts.	Galvanized metal roofs should not rust during the first year. Paint grip roofs may develop small patches of rust.	Rusted galvanized panels will be repaired or replaced. Excessive rusting on paint grip will be repaired.
<b>Interior textured walls</b>	Wall texture has imperfections, irregularities.	Minor imperfections and differences in texture are to be expected.	None.
<b>Columns</b>	Wood column is out of plumb.	“Out of plumb” not to exceed ¾ inches in 8 feet.	Contractor will plumb within standard.
	Masonry column is out of plumb.	“Out of plumb” not to exceed ¾ inches in 8 feet.	Contractor will plumb within standard.
<b>Kitchen Cabinets and Vanities</b>	Color differences are apparent in stained wood cabinets.	The actual wood color and porosity differences in the wood create magnified color differences in stained wood surfaces. This is expected and is not a deficiency.	None.
	Door panels shrink.	Cabinet door panels will shrink exposing bare wood or undercoatings at the edges.	Contractor shall touch up exposed bare wood or undercoating to match the door finish as near as possible, where doors have shrunk in excess of 1/8 <sup>th</sup> inches.

<u>COMPONENT</u>	<u>OBSERVATION</u>	<u>PERFORMANCE GUIDELINE</u>	<u>CORRECTIVE MEASURE</u>
<b>Septic Tank Systems</b>	Septic system fails to operate properly.	Contractor is responsible to insure that the septic system is capable of properly handling normal flow of household effluent. It is, however, possible that due to freezing, soil saturation, changes in ground water table or excessive use of plumbing or appliances, an overflow can occur. Periodic pumping of the septic tank is considered <i>Homeowner</i> maintenance, and a normal need for pumping is not a deficiency.	<i>Contractor</i> shall take corrective action as required, if it is determined that malfunction is due to improper design or construction. <i>Contractor</i> is not responsible for malfunctions which occur through <i>Homeowner</i> negligence or abuse. <i>Contractor</i> is also not responsible for malfunctions which occur due to acts of nature such as freezing and changes in ground water table.
<b>Water Supply</b>	Staining of plumbing fixtures due to high iron content in water.	High iron in the water supply system will cause staining of plumbing fixtures. Maintenance and treatment of the water is the <i>Homeowner's</i> responsibility.	None.
	Reduction of water pressure.	Contractor is not in control of pressure (supplied by others). Pressure and volume at "point A" will be temporarily reduced when water is demanded at "point B".	None.
<b>HVAC Systems</b>	Ductwork and heating piping not insulated in uninsulated area.	Ductwork and heating pipes that run in uninsulated crawlspaces, garages or attics are to be insulated.	Contractor shall install required insulation.
	Refrigerant line leaks.	Contractor installed refrigerant lines that develop leaks during normal operation are deficiencies.	Contractor shall repair leaking lines and recharge unit as required.

## C. MAKING A CLAIM

**1. CLAIM FORM.** If the *Homeowner* has identified a defect believed to be covered by this Limited Warranty, a claim must be given to *Contractor* in writing. Claims may not be made by telephone alone. Claims must be made no more than thirty (30) days after the *Homeowner* discovers a particular defect. Claims should be made by performing the following steps:

- (a) Step One: Determine the year of coverage for the *Home*. How old is the *Home*? If less than one year has passed since the *Effective date* then consult the applicable section of the *Performance Guidelines* to determine whether or not there appears to be coverage for the claim.
- (b) Step Two: Complete a copy of the request for inspection form at the back of this Limited Warranty and specifically reference the section of the *Residential Construction Performance Guidelines* or *Supplemental Performance Guidelines* which provides coverage for the claimed defect (refer to the specific warranty guideline that is in issue). *Homeowner* should be sure to fill out the form completely, including the address of the *Home*, *Homeowner's* telephone numbers, and the section of the warranty which provides coverage for the claimed defect. *Contractor* will furnish *Homeowner* with a copy of this form, upon request. Mail or deliver the completed form to *Contractor* at the address shown on the cover page of this Limited Warranty or at such other address as *Contractor* furnishes to *Homeowner*, in writing.
- (c) Step Three: *Homeowner* shall cooperate with *Contractor* to arrange an onsite inspection of the claimed defect so that *Contractor* can determine whether the defect is covered under the limited warranty and the nature of repairs that will be required. Depending upon the nature of the defect, more than one inspection may be required before *Contractor* can determine what repairs are necessary.
- (d) Step Four: In the event of a dispute with *Contractor* please proceed to Dispute Settlement procedures set forth below.

The benefits included in this Limited Warranty are only available when service is requested according to the procedures established by *Contractor*, which are set forth above. In addition, **HOMEOWNER'S FAILURE TO REASONABLY PROVIDE ACCESS TO THE HOME DURING NORMAL WORKING HOURS FOR INSPECTIONS OR MAKING REPAIRS WILL RELIEVE CONTRACTOR FROM ITS OBLIGATIONS UNDER THIS LIMITED WARRANTY.**

**2. EMERGENCY CLAIMS.** Loss of heat during the winter, stoppage in all commodes (if it occurs less than 14 days after the *Effective date*); failure of an outside door lock; major interior water leaks; or any other safety related defect in your *Home*, constitutes an emergency claim. In the event of an emergency claim only, contact may be made by telephone to a representative of the *Contractor*, Monday through Friday between the hours of 8:00am and 5:00pm. On the weekends and evenings, if a warranted emergency occurs, call the contractor listed on your Emergency contact List. If the Emergency Contact is unavailable, and an emergency occurs for which you believe *Contractor* has responsibility, and action is necessary before the next morning, please call your own plumber, a/c heat service, etc. Then call *Contractor* the next morning. Reimbursement of expenses will be made if *Contractor* determines that a warrantable emergency existed that required nighttime response.

**3. RESPONSE TO COVERED CLAIM.** Upon receipt of a claim, *Contractor* will arrange for a representative to determine whether or not the claim is covered by the Limited Warranty. *Homeowner* recognizes that if the claim is covered, *Contractor* has the choice of repairing the defect, replacing the defective item or paying *Homeowner* the reasonable cost of repairing or replacing the defective item. The decision to replace or repair an item or to reimburse *Homeowner* will be made solely by *Contractor*. *Homeowner* shall execute a release in favor of *Contractor*, prior to any cash payment by *Contractor* to *Homeowner*.

(a) **Repair Materials/Subcontractors.** *Contractor* reserves the right to use its judgment in determining the most appropriate method of repairing warranty defects. All repairs will be made with materials or components of an equal or better grade or quality than the materials or components used in the original construction of the *Home*. **However, Contractor cannot guarantee, nor does it warrant, exact color matches in situations where materials are repaired or replaced, or where areas are repainted, or where original materials are discontinued.** *Contractor* has the right to choose the subcontractors used for repair or replacement work in its sole discretion.

(b) **No obligation for Reimbursement.** *Contractor* has no obligation to reimburse the *Homeowner* for work done by *Homeowner* or for amounts paid by *Homeowner* to a repairman or subcontractor which have not been pre-approved, in writing, by *Contractor*. However, in the event of an emergency caused by a defect covered by this Limited Warranty, in which the *Homeowner* can reasonably demonstrate that *Contractor* could not be contacted by the *Homeowner* despite *Homeowner's* diligent efforts, *Contractor* will reimburse *Homeowner* for the reasonable and actual costs of repairing or replacing the applicable defect.

(c) **Time for Corrective Work.** *Contractor* intends to fulfill its obligations for a particular warranty claim for defects covered by this Limited Warranty within thirty (30) days of its receipt of a completed Limited Warranty Claim Form so long as *Contractor* is given reasonable cooperation by *Homeowner*. However, *Homeowner* recognizes that the thirty (30) day period for certain covered repairs or replacements may be required to be extended for circumstances beyond the reasonable control of *Contractor* such as the unavailability of parts, strikes, labor material shortages, adverse weather condition, lack of cooperation by *Homeowner* or the magnitude of the repair required.

(d) **Limit on Repair Obligations.** *Homeowner* also understands that *Contractor* shall not be obligated to incur aggregate costs for the repair or replacement of defects in the *Home* in excess of the *Purchase Price*.

**4. CLAIMS NOT COVERED BY LIMITED WARRANTY.** If *Contractor* takes the position that a particular claim is not covered by this Limited Warranty, *Contractor* will provide *Homeowner* with a written notification describing why the *Homeowner's* claim is not covered. If *Homeowner* is not satisfied by *Contractor's* decision, *Homeowner* may take the steps described in Section E.

#### D. EXCLUSIONS

Notwithstanding other provisions of this Limited Warranty, certain defects or damages are explicitly excluded from the coverage of the Limited Warranty.

1. The Contractor is not responsible for repair, loss or damage to a component or that part of a component of a *Home* caused by or made worse by any of the following:
  - (a) Work performed or material supplied incident to construction, modification or repair to the *Home* performed by anyone other than the Contractor or persons providing work or material at the direction of the Contractor.
  - (b) The negligence, improper maintenance, misuse, abuse, failure to follow manufacturer's recommendation, failure to take reasonable action to mitigate damage, failure to take reasonable action to maintain the *Home* or other action or inaction of anyone other than the Contractor or persons providing work or material at the direction of the Contractor.
  - (c) Failure of the homeowner to:
    - i. Maintain the *Home* including without limitation failure to follow the *New Home Maintenance Schedule* appended to this limited Warranty;
    - ii. Maintain the lot surrounding the *Home* including without limitation, maintaining positive drainage away from the *Home*, maintaining drainage patterns around and within ten feet of the *Home* and keeping moisture levels around the *Home* relatively uniform;

- iii. Follow instructions and specifications of manufactured products in the *Home* or failure to clean, care for, and maintain manufactured products and other components of the *Home*;
  - iv. Prevent excessive moisture accumulation in the *Home* by failure to properly use ventilation equipment, failure to prevent excessive temperature fluctuation, or failure to take any other action reasonably necessary to avoid excessive moisture, dampness or humidity in the *Home*;
  - v. Prevent landscaping materials or plants from contacting the exterior surface of the *Home*;
  - vi. Comply with any requirements of the International Residential Code or National Electrical Code; or
  - vii. Take reasonable action to mitigate or prevent damage to the *Home*.
- (d) Alterations to the grade of the soil that are not in compliance with the Code or applicable governmental regulations.
  - (e) Normal wear and tear or normal deterioration to any component of the *Home*.
  - (f) Extreme weather conditions.
  - (g) Riot, civil commotion, war, terrorism, vandalism, aircraft, vehicle or boat.
  - (h) Fire, smoke, or water damage unless such loss or damage is a direct result of a construction defect.
  - (i) Change in the underground water table that exerts pressure on, seeps, or leaks under the *Home*, sidewalk, driveway, foundation or other structure or causes subsidence or sinkholes.
  - (j) Erosion or accretion of soils unless such loss or damage is a direct result of a construction defect.
  - (k) Insects, birds, rodents, vermin or other wild or domestic animals unless such loss or damage is a direct result of a construction defect.
  - (l) The quality and potability of water unless caused by a construction defect.
  - (m) While the *Home* is being used primarily for non-residential purposes.
  - (n) Use for which the *Home* or the component of the *Home* was not designed.
  - (o) Use that exceeds the normal design loads prescribed by the Code or the engineer of record.
  - (p) *Homeowner* delay in reporting a known construction defect or failing to take reasonable action necessary to prevent further damage to the home.
  - (q) For remodeling projects, improvements, alterations or additions to an existing *Home* where the *Performance Guidelines* cannot be achieved due to an existing condition.
  - (r) Abuse or misuse of a *Home* component or manufactured product by anyone other than the Contractor or persons providing work or material at the direction of the Contractor.
2. No Actual Physical Damage. The Contractor shall not be responsible for any condition that does not result in actual physical damage to the *Home*, including, but not limited to the presence of radon gas, formaldehyde or other pollutants or contaminants, or the presence or effect of mold, mildew, toxic material, or volatile organic compound, unless such condition is a direct result of a construction defect.
  3. Bodily injury, mental anguish or damage to personal property caused in whole or in part by a defect.
  4. Loss or damage caused by or resulting from abnormal loading of structural elements by *Homeowner* which exceeds design loads as mandated by the Codes.

From time to time, *Contractor* may perform a maintenance task for the benefit of *Homeowner* at no charge; however, performing a task on one occasion does not imply or require that *Contractor* will perform a similar task at a later date, nor shall such performance be deemed to extend the Limited Warranty time periods described herein.

## E. LIMITED WARRANTY COVERAGE DISPUTES

### 1. INTENT OF PARTIES

*Homeowner* recognizes that the procedures described in this Limited Warranty are the only methods by which *Homeowner* may demand that *Contractor* correct alleged defects in the *Home*. *Contractor* and *Homeowner* agree that all disputes in any way related to the coverage of this Limited Warranty (the “Disputes”) shall be resolved according to the “Negotiation” and “Arbitration of Disputes” provisions of Sections 2 and 3 of this Section E.

***Homeowner* must make a written claim and give *Contractor* an adequate opportunity to inspect any alleged defect and to fix such defect or pay the reasonable cost to repair such defect prior to initiating these dispute resolution procedures.**

In the event that *Homeowner* is not satisfied with *Contractor*’s rejection or handling of a Limited Warranty claim, *Homeowner* understands and agrees that this Limited Warranty requires *Homeowner* to go through the entire process described in this Section E.

### 2. NEGOTIATION

(a) The *Parties* each agree to participate in a period of good faith negotiations (the “Negotiation”), as described in this Section 2 as the first step to resolving any Dispute.

(b) *Homeowner* recognizes that the Negotiation process described in this Section 2 must be completed before *Homeowner* can begin the Arbitration process described in Section 3 of the following page.

(c) If *Homeowner* disputes or is unsatisfied with *Contractor*’s handling or rejection of one or more Limited Warranty claims, *Homeowner* must first give written notice to *Contractor* of such Disputes. The notice must contain the following information:

- i. A description of the nature of the Dispute and a description of what the *Homeowner* believes *Contractor* is obligated to do under the Limited Warranty to resolve the Disputes.
- ii. A description of the facts upon which the *Homeowner* bases its belief that *Contractor* is obligated to provide Limited Warranty service.
- iii. At least two proposed dates and times for a *Conference*, which dates must fall on a business day between ten (10) and sixty (60) days after the date *Homeowner* sends the notice to *Contractor* (the “*Conference*”). The *Conference* shall be held at the *Home*, unless otherwise agreed.
- iv. The notice shall be addressed to *Contractor* at the address set forth in this Limited Warranty. The notice and all other notices described in this Limited Warranty must be sent either by (i) personal delivery, (ii) nationally-recognized overnight courier, prepaid with instruction for next business day delivery, or (iii) prepaid certified or registered mail, return receipt requested.

(d) Within (10) days of *Homeowner* sending the *Conference* notice, *Contractor* shall provide a follow-up notice to *Homeowner* confirming the date and time of the *Conference* and stating the name and title of *Contractor*’s representative who will attend the *Conference*.

(e) Prior to the *Conference*, *Contractor* and *Homeowner* agree that they will, in good faith, discuss and consider possible resolutions of the dispute. At the *Conference*, the *Parties*’ representatives shall confer together to resolve the dispute for a maximum period of two hours, although the parties may extend or adjourn the meeting by mutual agreement.

(f) If, after such *Conference*, the entire dispute has not been resolved then *Homeowner* may, proceed to Arbitration as described in Section 3 below. If, as a result of the *Conference*, certain issues in the Dispute have been resolved, the *Parties*, shall jointly state in writing the issues that have been resolved and the issues which remain unresolved and may require Arbitration. Although Arbitration is the next formal step in the procedures, the *Parties* shall have every right to continue to negotiate informally, or through mediation to resolve the Dispute following the mediation and prior to Arbitration.

(g) In order to increase the likelihood that the Dispute can be informally resolved and to promote the free flow of candid discussion between the *Parties*, the *Parties* agree that any offers of compromise or settlement shall be deemed to be in the interest of resolving the Dispute and therefore such offers of compromise or settlement are not admissible as evidence in the Arbitration.

### 3. ARBITRATION OF DISPUTES

(a) **BY INITIATING A CLAIM UNDER THIS LIMITED WARRANTY, HOMEOWNER WAIVES THE RIGHT TO A JURY TRIAL FOR ANY DISPUTE ARISING UNDER THIS LIMITED WARRANTY.** This Limited Warranty is subject to arbitration under the Federal Arbitration Act. All unresolved claims, demands, disputes, controversies and differences that may arise between the parties to this Limited Warranty of whatever nature or kind, including, without limitation, disputes: (1) as to events, representations, or omissions, which predate this Limited Warranty; (2) arising out of this Limited Warranty; (3) relative to the construction contemplated by this Limited Warranty; and/or (4) repairs or warranty claims arising after the construction is completed, shall upon the demand of either party, be submitted to binding arbitration which shall be governed by the provisions of the American Arbitration Association (AAA) Construction Industry Arbitration Rules (in effect at the time demand for arbitration is made, except as set forth herein) and the Federal Arbitration Act, 9 U.S.C., §1, et seq., or, if it is not applicable, the Texas Arbitration Act. "Arbitration" is a forum for the resolution of disputes in which each party and counsel for the party, if any, present the position of the party before an impartial third party (the "Arbitrator") who renders a specific award. The parties shall attempt to agree to the selection of an Arbitrator; however, in the event the parties are unable to reach an agreement, the dispute shall be referred to the AAA. The cost of the arbitration will be shared equally by the parties; however, the Arbitrator may reallocate those costs as part of the award. In the event that *Homeowner* is unable to pay the cost of the arbitration, *Homeowner* will be afforded the opportunity to present evidence to the Arbitrator of *Homeowner's* inability to pay. If the Arbitrator agrees with *Homeowner*, then Contractor will pay the full cost of arbitration, subject to the Arbitrator's allocation of costs in the award. The arbitration shall take place in the county where the *Home* is located. Either party may, within one year after an arbitration award, apply to any Court of competent jurisdiction to confirm the award. The Arbitrator is bound to follow Texas law. In addition to the grounds set forth in the Texas and federal arbitration statutes, the award may be set aside upon a showing of a manifest disregard of Texas law. For purposes of this agreement to arbitrate, "parties" includes the officers, agents, and employees of each party. The forwarding of a written demand for arbitration shall toll the running of any applicable statute of limitations for the matter to be arbitrated. If this agreement to arbitrate should become unenforceable as a result of any decision of the courts or enactment of any state or federal law, the parties agree that all disputes will be tried to a court, having jurisdiction, without a jury.

(b) *Homeowner* and Contractor agree that in addition to the Construction Industry Arbitration Rules, the following additional rules shall govern the Arbitration (i) the Arbitrator shall not be any present or past owner, officer, director, employee, consultant, agent, attorney, or other representative of Contractor or any real estate agent, or affiliate of Contractor, (ii) the location for the Arbitration shall be at the *Home* or at such other place as is mutually agreed in the county of the residence; (iii) the party initiating the Arbitration shall post the initial fee for such Arbitration although the Arbitrator shall have the discretion to require reimbursement of the fee in connection with any award; (iv) the Arbitration award shall state findings of fact and conclusions of law.

### 4. STATUTE OF LIMITATIONS

A demand for Arbitration must be filed under the Construction Industry Arbitration Rules within the time periods prescribed by the applicable Texas statutes of limitations. The notice described in Section E-2 (c) shall not stop the running of any statute of limitations.

## NEW HOME MAINTENANCE SCHEDULE

**This schedule is provided as a guideline and should not be considered as exhaustive.  
Follow Manufacturer's recommendations for maintenance of all manufactured products in the home.**

ITEM	FREQUENCY*				COMMENTS
	M	Q	S	A	
Clean and test smoke alarms	√				
Test and reset all GFI plugs	√				
Clean and change furnace filter	√				or as directed by manufacturer's literature
Operate air conditioning system 24 hours per day					daily to control humidity
Inspect heat system				√	early in the fall
Inspect cooling system (coils, overflow pan, condensate line)				√	early in the spring
Inspect site drainage to ensure water drains away from home			√		water should not pond near the foundation, soil should slope away a minimum 6 feet
Seal exterior concrete cracks			√		or as needed
Inspect exterior paint, stain and other finished surfaces				√	
Inspect caulk around windows, doors, thresholds, roof penetrations		√			touch up as needed
Inspect grout			√		touch up as needed
Lube garage overhead door and tighten bolts			√		
Drain some water from bottom of water heater				√	or as directed by manufacturer's literature
Clean gutters			√		or as needed
Operate pressure relief valve on water heater				√	
Clean window weep holes			√		
Clean masonry weep holes			√		
Inspect roof and chimney flashings			√		
Inspect behind and under refrigerator/icemaker for leakage	√				
Use exhaust fans in bath					each time you bathe or shower
Use exhaust fans in utility room					each time you wash or dry clothes
Clean lint filter					each load of clothes you dry
Inspect hoses for washing machine		√			
Inspect wall behind washing machine for moisture	√				
Inspect under dishwasher for leakage	√				
Inspect hot water heater pan		√			
Examine ceiling and lower walls for discoloration/water marks	√				or following periods of rain
Ventilate home by opening several windows 3-4 inches					30-60 minutes weekly
Allow daylight to enter the home as much as possible					daily
Chimney cleaning				√	or as needed
Test for air quality/mold					after major water leak, if air smells musty or you see mold or mildew

\*Monthly/Quarterly/Semi Annual/Annual

## MAINTAINING YOUR HOME

With proper maintenance, your home should last for many years. While the following information is general in nature, your failure to follow proper maintenance procedures may void coverage under your warranty. In the event there is a discrepancy between the information herein and the manufacturers' warranties and use-and-care manuals, the manufacturers' information shall govern.

This section highlights many of the features of your new home and includes some tips for the day-to-day maintenance of these features. All homes may not have all features.

COPY

## EXTERIOR

### GRADING, LANDSCAPE AND DRAINAGE

#### Grading and Drainage

Your lot has been inspected to ensure that it has been properly graded so that water will run away from the house in all directions, and off the lot through drainage swales, or ditches.

As a result, your home should be free of water problems. Problems result from an interference of the flow of surface water, so caution is urged when you are landscaping. Builder is not responsible if the lot's grade is changed.

**Caution:** Do not change the grading contours of your yard without competent, professional advice.

Some maintenance of your lot is required. This recommendation should help maintain proper drainage.

1. It is important to maintain drainage away from the house into the drainage easement at the rear of your home or the street in front of your home. If you are not certain how your yard drains, contact the builder, and he will explain how your yard is to drain.
2. Maintain planted slopes, and repair any superficial erosion immediately. A good grass lawn should be sprinkled freely, but gently. The surface of the ground should be kept damp at all times until the grass is established. Keep an eye on hoses and sprinklers. Over-saturation of the ground is both unnecessary and expensive, and can cause sub-surface damage.
3. When a landscaper works on your lawn, make sure adequate drainage is maintained.
4. Swales that have been graded around your home or the lot should not be blocked. These shallow swales drain water toward the property lines. You are responsible for maintaining the drainage from your lot. **Damage caused by altering drainage or erosion (silting) of soil from above the swale is not covered under warranty.**
5. Prevent water from collecting against foundations or retaining walls. If water is permitted to collect, it may lead to structural damage from erosion or expansion. Do not build depressed planter boxes or areas next to foundations where water from rain or irrigation can collect.
6. If you are digging holes for fence posts, do not fill the swale with the leftover dirt. This can block proper drainage and permit erosion to begin.
7. Do not plant trees within ten feet (10') of your foundation. As the trees grow, the root system can extend under the foundation and absorb all the moisture in the soil in that vicinity. This can result in unbalanced moisture content in the soils around your foundation and can cause settlement.

#### Grass

New lawns, whether Bermuda, Zoysia or St. Augustine, require watering twice a week for two to three weeks or until they are established. Thereafter, apply one to one and one-half inches of water every seven to ten days. If it has not been planted by the builder, you should plant grass at the top of any retaining walls, to reduce the potential for erosion behind the wall, which could result in its collapse. Grass should also be planted in sloped areas to prevent erosion into swales provided by Builder.

#### Caring for a Newly Planted Tree

Whether your new tree is balled and burlap wrapped, machine moved or container grown, it will need care if it is to grow. Watering is crucial when establishing a newly planted tree. During the hot, dry summer months water every second day with a slow trickle from a garden hose until the root ball area is thoroughly wet. After the tree has been in the ground for a few months or as the weather becomes cooler, water thoroughly two to three times per week. It is also very important to continue deep root watering two or three times weekly the first and second summers after the tree is planted or during periods of low rainfall. Do not rely on a sprinkler system unless it contains a drip system for trees.

Do not put fertilizer around the base of a new tree, especially lawn fertilizer. Avoid the use of weed killer nearby. Begin fertilizing your tree during its second year. Do not pile mulch or soil against the trunk of a tree. If you notice signs of disease, contact your local nursery immediately. Often they will be able to identify a problem and offer solutions in the early stages of a disease.

#### FOUNDATION

The soils in Texas have a propensity to expand and contract depending upon whether or not they are wet or dry. If the moisture conditions under one side of your foundation are different than the conditions on the other side, it may cause your foundation to bend. If the bending is not excessive, it will not damage the foundation, but the walls of brick and sheetrock will not bend with the foundation. This can result in unsightly cracks in the sheetrock and brick.

These guidelines for the routine maintenance of your home's foundation are designed to help control the different rates of settlement in the load-bearing soil under the perimeter foundation of your home. This is accomplished by keeping the moisture content of the soil as constant as practical. Absolute control of the moisture content may not be possible, but your goal should be to decrease the rate of change in moisture content, which will decrease soil movement caused by seasonal moisture variation.

Drainage around the perimeter foundation should be designed so that water runs away from the foundation and away from the house. Flower beds that will collect and hold water should not be constructed next to the foundation.

The yard around the foundation, for a width of 5 to 6 feet, should remain at a relatively constant moisture level throughout the year. This area should receive a minimum of 3 inches of rain every month of the year. If it does not rain, you should sprinkle the area regularly and not permit the area to go more than 30 days without moisture. You should not, however, sprinkle more than 2 inches of water in a 7 to 10 day period. This sprinkling, which will supplement below average natural rainfall, can aid in maintaining a more uniform ground moisture level.

## **CONCRETE DRIVEWAYS, PATIOS, SIDEWALKS AND GARAGE DOORS**

Concrete is a material that regularly expands and contracts as it settles and is affected by temperature and humidity. Joints are installed in abutting concrete surfaces to allow for the changes. Small cracks in garage floors, driveways and other concrete surfaces are normal. Such minor cracking is not a sign of a defect.

Special cleaners that remove grease spots on floors can be obtained at a hardware store.

## **MASONRY**

### **Expansion Joints**

We have provided masonry expansion joints. These expansion joints are inserted in various walls to help prevent brick mortar cracks, but does not guarantee the brick will not crack.

Mortar cracks are normal in new homes. Builder will repair all mortar cracks over 3/8 inch in width one time during your one-year warranty except as maintained in the performance standards.

### **Stucco**

Metal expansion joints are provided in order to reduce hairline cracks in the stucco surface. However, hairline cracks are normal and not covered by warranty except as mentioned in the performance standards.

## **SIDING**

The siding on the exterior of your home is a fiber-cement product. It has been specially formulated to provide you with years of worry-free protection if properly maintained. The following are suggestions for maintenance.

### **When to Refinish**

Exterior wall finishes weather most rapidly on the parts of your home that receive the most exposure to sun and moisture. These areas usually will need refinishing sooner than other areas - every three years or sooner. You can determine if you need to repaint by checking the degree of wear or erosion of the old paint. If the surface is discolored and blotchy, you need to refinish the siding. The same is true if the coating is checked, cracking, scaling or chalking to a point where it no longer protects or covers the surface.

## **How to Prepare the Surface:**

1. Remove loose paint material by sanding and carefully scraping. It is usually not necessary or desirable to cut through the primer into the siding.
2. To make sure the paint sticks on certain glossy-type finishes or unweathered areas, it may be necessary to scuff-sand such surfaces before repainting.
3. Clean dust and dirt off the surface by washing with a detergent solution and a pressure spray device or a suitable scrub brush, followed by a clean water rinse. If there is mildew present, remove it by following the guidelines below on mildew.
4. Check for loose or cracked caulking. If loose caulking is found, remove it and replace with a good quality caulk-one that is flexible and paintable.
5. Fill dents or gouges in the hardboard with an exterior wood base putty and allow it to dry. Then sand and prime with a quality 100% acrylic exterior paint.

### **Mildew**

Sometimes paint will have a dirty, streaked appearance typical of mold growth, or mildew. Mildew is a fungus growth that results from spores in the air becoming attached to the surface. Mildew growth is black. Sometimes it is confused with dirt. An easy way to test it is by using common household bleach. Apply a drop to the stain. If it bleaches out in one or two minutes, it is probably mildew. Dirt stains usually will not bleach.

Paint and other organic surfaces may deteriorate and become permanently stained if mildew is allowed to continue growing. It must be treated before repainting. If paint is applied over the mildew, the growth will not be controlled. The mildew will continue to grow under and through the new paint.

Several commercial mildew washes have been specially formulated to kill and remove mildew. You can ask your local paint dealer to recommend one. Follow the label instructions and pay attention to any warnings.

**Caution:** It is advisable to wear rubber gloves and eye protection when applying the solution. Scrub with a fairly soft brush, and then rinse thoroughly with fresh water. Avoid splashing the solution on shrubbery or grass.

If conditions are right for a new set of mold spores to start growing you may see another infestation on your house in a few days or weeks. Soon after the siding has been cleaned and dried, a paint that has been recommended by the manufacturer as mildew-resistant should be applied. You can buy additional mildewcide at most paint stores and mix it into the paint for additional control.

Mildew is a fungus growth and is not covered by warranty.

## ROOF

The roof is an important moisture barrier for the protection of the home. It is recommended that the metal flashings and vent pipes be inspected for caulk separation and shrinkage in order to maintain the integrity of the moisture barrier and prevent leaks on a yearly basis or after a high-wind storm.

## WINDOWS

Your aluminum windows have been designed to accommodate moderate rain. The weep holes placed in the bottom of the track to accommodate water are not large enough to carry away large volumes of water. Therefore, you should wash your windows by hand.

You should keep all of the aluminum sill channels free from dirt. The weep holes should also be kept clean to assure proper drainage.

If the sliding windows stick, use a graphite lubricant on the track.

## DOORS

### Wooden Doors

Do not slam doors in your home. Slamming can cause doors to stick, sag and jam. If children hang on the doorknob and swing on the door, it can cause the door to sag and the hardware to break or bend.

During dry periods, cracks may appear around door joints. A quick application of touch-up paint can easily cover such cracks. Never use oil on door locks – it can gum up the lock mechanism. Instead, use powdered graphite.

### Steel Doors

The painted steel doors in your home can be cleaned by wiping with a damp cloth. If needed, you can use a mild soap solution. Do not use abrasive cleaners - they can damage the finish.

Exterior doors that face directly into the sun and extreme weather conditions will tend to deteriorate more rapidly than a door protected from the elements. We suggest that a fresh coat of paint or varnish, depending on the door's finish, be applied whenever you notice the surface starting to weather.

## INTERIOR

### FLOORING

Your new home has a variety of floor coverings, which may include carpet, wood, tile and marble. Each surface requires its own kind of care.

Floor coverings will discolor when overexposed to intense sunlight. During peak periods of strong sunlight, draw the shades to protect the floor against surface discoloration and sunburn.

### Carpet

Residential carpets usually do not wear out. They tend to "ugly out" from normal day-to-day use and improper cleaning methods. If you follow these simple suggestions, you can improve the appearance of your carpet and increase its life.

1. Vacuum regularly. You cannot vacuum too often. Vacuum at least twice a week. Use a vacuum with a beater-bar that will raise the pile while it removes soil.
2. When special cleaning becomes necessary, carpet manufacturers recommend professional hot water extraction, often called steam cleaning.
3. Immediate attention to spills and spots will make removal easier. Follow your carpet manufacturer's instructions for stain removal. Always blot the area being cleaned - never rub, scrub or brush.
4. Beware of color destroying substances. The chemical ingredients contained in the substances can cause your nylon carpet to become permanently discolored. These items are not covered in your warranty. Some of the typical ones are:
  - a. Acne medications and skin creams
  - b. Bathroom cleaners
  - c. Bleaches - all types
  - d. Drain cleaners
  - e. Furniture polish
  - f. Insecticides
  - g. Oven cleaners
  - h. Plant foods and fertilizers
  - i. Toilet bowl cleaners
  - j. Tub and tile cleaners
  - k. Urine and vomit
5. Move furniture at least an inch or two from its original position when you vacuum to avoid prolonged and concentrated crushing of the carpet pile. Plastic or rubber coasters under furniture legs also help reduce crushing.
6. Rearrange your furniture periodically to change the traffic pattern and allow the carpet to wear more evenly.
7. Place a rug outside doorways, especially during rainy weather, so that the dirt is left on the rug rather than tracked over your carpet.
8. New carpet will often shed for several months. This is normal and happens because loose fibers become curled into the carpet pile and do not surface until the carpet is vacuumed.
9. If long yarns rise above the surface of the carpet, cut them off at the pile level. Do not attempt to pull them out.

10. Carpet dyes never have been better, but colors can still fade in sunlight. Draw shades or draperies where the sun beats in to reduce the chances of fading.
11. In wall-to-wall carpeting, high humidity may cause rippling or buckling. This usually disappears with dry weather.
12. No seam will be completely invisible. In fact, today's styles are predominantly closely sheared cut-pile saxony, and seams will be more apparent than in previous years' longer pile and shag carpets.

#### Hardwood Floors

All prefinished hardwood floors offer the convenience of a no-wax finish with the quality not previously available in no-wax floors. If maintained properly, these floors will have many years of service while retaining their natural beauty.

Hardwood floors require the following care:

1. **Immediately:** Blot spills with a soft, damp cloth then wipe dry with a soft, dry cloth.
2. **Routinely:** Sweep, vacuum or dust mop regularly. NEVER use a damp mop. Dirt and grit can scratch or dull the finish wood so it is important to keep these floors clean.
3. **Preventive:**  
Place door mats or throw rugs in front of all exterior doors to prevent moisture or dirt from being tracked in. Take care to avoid tracking rocks and gravel on the bottom of your shoes, as this can cause severe scratching.

Replace existing metal or plastic domes on the bottom of furniture. Use wide, load-bearing floor protectors.

Do not wear pointed heel shoes (stiletto type) on wood floors! Indentations from these shoes are not warranted by any floor manufacturer.

Do not flood hardwood floors or permit water or other liquids to stand on the flooring. This will result in swelling, warping and ruined flooring.

#### 4. Accidents and Remedies

- Problem:** Food stains, fruit juices  
**Solution:** Wipe with manufacturer's approved cleaner or dry cloth.
- Problem:** Tar, asphalt, heel marks, gummy substances, ink, lipstick, typewriter ribbon, carbon  
**Solution:** Wipe with manufacturer's approved cleaner. If any remains, wipe with mineral spirits.

#### Laminate Floors

Laminate flooring is one of the most durable products in the market today, and with proper maintenance, should provide years of worry-free use.

Laminate floors require the following care:

1. **Immediately:** Blot spills with a soft, damp cloth then wipe dry with a soft, dry cloth
2. **Never:** Wet mop your laminate flooring or use abrasive cleaners. Most home centers or supermarkets carry a suitable cleaning product. Most involve spraying the solution on to a suitable soft cloth or dry mop, which is then used to wipe the laminate surface clean.

#### 3. Preventive:

Place door mats or throw rugs in front of all exterior doors to prevent moisture or dirt from being tracked in. Take care to avoid tracking rocks and gravel on the bottom of your shoes, as this can cause severe scratching.

Replace existing metal or plastic domes on the bottom of furniture. Use wide, load-bearing floor protectors.

Do not wear pointed heel shoes (stiletto type) on laminate floors. Indentations from these shoes are not warranted by any floor manufacturer.

Do not flood laminate floors or permit water or other liquids to stand on the flooring. This will result in swelling, warping and ruined flooring.

#### Tile

Due to expansion and contraction throughout your home (foundation, framing, etc.), it is normal to see cracks in groutlines, or separations between tile and grout. You can minimize this contraction and expansion by making sure there is adequate ventilation when the room is in use, either from a vent fan or a window.

The best cleaner is a soapless detergent. Scouring powder may be used for removing heavy stains.

Waxes are not recommended; they can make cleaning harder. You can clean the grout and restore it to its original beauty by scrubbing it with a powdered cleanser and a stiff brush. An old toothbrush works well for cleaning grout.

Tile may be cracked or chipped by a sharp blow or by placing a heavy weight on it.

#### WALL & WALL COVERINGS

##### Expansion and Contraction of Materials

The building material in houses regularly expands and contracts due to changes in temperature and weather, causing small cracks in drywall. These cracks are normal. Cracking can be decreased by controlling the moisture in your home, as well as the moisture of the soil around your home.

You might notice occasional nail pops on walls made of drywall. This is normal in a new home and does not constitute a defect. Reset the nails and add a small dab of drywall compound to cover the nail hole. Apply touch up paint when the compound is dry.

### **Ceramic Tile**

Due to expansion and contraction throughout your home (foundation, framing, etc.), it is normal to see cracks in groutlines, or separations between tile and grout. You can minimize this contraction and expansion by making sure there is adequate ventilation when the room is in use, either from a vent fan or a window. The tile in your bath has a surface like china. This type of finish rarely requires special cleaning, except to remove the film that can be caused by soap and the calcium from hard water. The best cleaner is a soapless detergent. Scouring powder may be used for removing heavy stains.

Waxes are not recommended; they can make cleaning harder. You can clean the grout and restore it to its original beauty by scrubbing it with a powdered cleanser and a stiff brush. An old toothbrush works well for cleaning grout.

Ceramic tile may be cracked or chipped by a sharp blow or by placing a heavy weight on it. Never set cooking utensils directly from the oven on the counters.

### **Mirrors**

Any good household glass cleaner may be used to clean your mirrors. It is important not to let water get behind any mirrors. Water can cause the silver metallic coating on the back of the mirror to deteriorate.

### **Moisture**

As has been noted, variations in moisture can cause the materials in your home to expand and contract. Excessive moisture can cause woodwork to warp. During a shower or bath, a great deal of moisture can build up in your bathroom and lead to damage on woodwork. Your bathrooms are equipped with either a ventilating fan or an operable window. The use of these can carry much of the moisture out of the room.

### **CABINETS**

The stained or painted wood finish of the cabinets in your home is best cared for in a manner similar to fine furniture. Washing the cabinets with water can damage the finish, so you should use appropriate furniture care products.

### **COUNTERTOPS**

#### **Laminate**

Laminated plastic countertops will stay clean and bright simply from being washed with soap and water. Use of scouring powder and abrasive cleaners can scratch the counter, make the finish dull and make the tops more stain-prone. Stain can be removed with a non-abrasive detergent or alcohol. The countertops are resistant to moderate heat, but they can be

burned. Never set cooking utensils directly from the oven on the counters. Do not use countertops as a cutting board.

#### **Cultured Marble**

These countertops have the appearance of marble but are softer and easier to form and trim for use in homes. They may be cleaned with mild detergent or foaming non-abrasive cleaners. Never use abrasive cleaners, as they will scratch the finish. Small scratches or dullness may be removed by using a rubbing compound and paste wax.

#### **Granite**

Granite is a natural product and will provide years of beauty and function if maintenance tips are followed.

We recommend using mild dish soap and water, rinsing with clean water and toweling dry for every day use. Clean up spills as quickly as you can. Do not rub the spill, only blot it. Abrasive cleaners should not be used.

Because granite is porous; more often, if water sets for a period of time, you will notice a darkening of the granite. This is merely water that has been absorbed and will dry reasonably quickly.

Never set hot pots directly on the granite surface. The heat can melt the sealer that is applied at the factory and permanently discolor the granite.

### **FIREPLACES**

Your new fireplace needs time to completely dry and cure. This can take several months. At first, build small fires to avoid cracking of the clay liner. You can increase the size of the fires over a 60-day period. Use only hard woods. Pine and other soft woods or "chemical log" products burn very hot and can damage the clay liner. Prefabricated fireplaces are equipped with grates for burning logs and a well-fitting screen to protect the floor from sparks.

**Caution:** Smoke from an improperly vented fireplace can quickly overcome the occupants of a house. It is important that your fireplace vent properly.

Before using your fireplace, make sure the damper is open. This will draw the smoke out properly. To check the draw, light a piece of newspaper to make sure the smoke is being drawn up the chimney. The damper is located just inside the chimney. Check on its location and operation before you build a fire.

If your fireplace has a gas starter, make sure you light the match before turning on the gas. This will prevent gas build-up, which can cause large, out-of-control flames. The fireplace starter was designed for natural gas. Never connect a gas fireplace starter to propane or butane.

The chimney should be cleaned periodically. The frequency of cleaning will depend upon the wood you burn and the number of fires you build. Call a professional to inspect and clean it.

**Caution:** Never leave a fire unattended. The fire should be put out before you go to bed.

## HEATING/AIR CONDITIONING

Your new home has a forced air heating system and an air conditioning unit. Here are some helpful maintenance tips.

Your primary maintenance responsibility is keeping the filter clean. A dirty filter can lead to overloading the fan motor and the cooling compressor. **Replace the filter once a month.** Damage to the system due to a dirty filter is not covered under warranty.

Be sure to read the manufacturer's booklet to familiarize yourself with the operating guidelines.

**Caution:** Forced air units may blow dust or smoke when they are first turned on.

Have your system service before the seasonal demand is high. During peak demand periods in the summer, it might take several days to get a service person to your home.

To minimize the expansion and contraction of materials in your home, maintain a steady interior temperature. In two-story homes, leaving the blower turned on can help prevent having a cold first floor and a hot upstairs.

There are several adjustments throughout the duct system to help you control the temperature. Remember, hot air rises and cooler air falls. Airflow can be easily changed by opening and closing the vents in each room.

**Caution:** Rely on professionals for service and maintenance on your heating and cooling system. Your warranty will be voided by unauthorized service, maintenance and repairs.

## PLUMBING

All the drain lines in your home have been cleaned, tested and inspected. Even though all your plumbing lines have been flushed to remove all dirt and debris, you might notice pipe sealant coming from your faucets for the first few days. This is normal and will correct itself quickly.

Common plumbing problems and repairs:

### Faucets

The finish on the faucets, handles, showerheads, etc. throughout your home can be maintained by cleaning them with mild detergent such as liquid dish detergent or a mild solution of white vinegar and water. Scouring pads, abrasive cleaners and any harsh ammonia based product should never be used.

### Aerator Blockage

If the flow of water from one of your faucets seems restricted, chances are the problem is caused by a blocked aerator. Unscrew the screen from the faucet and rinse away any gritty sediment that may be causing the blockage, soak in vinegar and then replace the aerator screen. The aerator has several parts. When you remove and dismantle the aerator, observe the position of each part so you can reassemble it properly.

### Leaking Faucet

Do not neglect a leaking faucet. Any leak, no matter how small, should be brought to the attention of Builder immediately during the warranty period.

### Slow Drainage

Sink drains can become clogged by several items such as grease, hair, lint or soap. **NEVER** pour grease into a drain; the grease will harden and block the drain. Always run cold water down the kitchen sink for a minute after the garbage disposal is used.

### Leaking Commodes

Commodes that are constantly running are usually caused by poorly adjusted float valves. If the toilet is running, make sure the float is being lifted high enough to shut off the commode valve. Bend the float rod to get the valve to shut off. Be sure the float is working freely and not touching the sides of the tank. To stop water from leaking into the bowl, check the flapper ball at the bottom of the tank and replace it if worn.

**WARNING: Chlorine bleach and "tablets" in commode tanks can destroy rubber items in the tank.**

Sometimes leaks result from corrosion around the metal outlet at the base of the tank. Try removing the corrosion by polishing the metal with steel wool. If the water continues to run, call the plumber.

A coil or a plumber's snake can be used to clear a clogged commode. Follow the instructions for use that are on the package.

If you should accidentally chip the porcelain, a bottle of liquid porcelain from your local hardware store can be a simple remedy. Make sure the surface is completely dry before applying (a hair dryer can help get the chipped area dry) and let the repaired area dry for at least 24 hours.

### Freezing Pipes (Prevention)

Even though your home has been properly insulated, when the outside temperature drops below 32°F, it is possible that some of the water pipes in your residence may freeze, causing them to burst. When the pipes thaw, they will flood your home.

To prevent your pipes from freezing, take the following precautions:

1. Wrap any exterior exposed pipes and hose bibs with an insulating material.
2. Keep the heat on in the inside of your home, at least to 65°F.
3. Keep the hot and cold water faucets in your residence dripping at a slow pace.

It is possible if the temperature drops below 20°F that your pipes may freeze even if you take the foregoing precautions. If you anticipate being away from your home for an extended period of time during a cold spell:

1. Keep the heat on in your home.
2. Shut your water supply off at the water meter.
3. Drain your pipes by opening all the faucets and flushing the toilets.

#### **Water Cut Off**

The residence is equipped with a water cutoff at the underground meter in your yard. In the event of an emergency involving a leak, or if you need to change a cartridge in a shower faucet, turn the knob so that the arrow is perpendicular to your water service line to shut the water off.

#### **Whirlpool bath**

Body oils can become clogged in the jets of your whirlpool bath. The jets can be cleaned by using a small amount of powdered dishwasher detergent.

When cleaning the surface of the whirlpool, be sure to use a non-abrasive cleaner to avoid scratching or dulling the finish.

Based on manufacturer's recommendations, the whirlpool system should be purged on a monthly basis, as follows:

1. Fill the tub with lukewarm water.
2. Add 1-1/2 cups of a good quality non-foaming detergent.
3. Turn the system on and allow to run for 15 minutes.
4. Empty water from tub.
5. Refill with lukewarm water and run for 15 minutes.
6. Drain system.

A professional whirlpool cleaning company can supply you with specialized cleaning products. It is also recommended that the system be professionally cleaned once a year. It is important that a sanitary whirlpool system be maintained.

#### **Shower Surround**

The clear glass and the metal in your shower can be cleaned with a solution of vinegar and water or dishwashing detergent. Do not use abrasive cleaners on the glass doors or metal.

#### **Water heater**

The water heater is generally located in the attic space of your home or in the utility or garage areas. You can add many years to its life by draining and flushing the water heater once a year. Read and follow the manufacturer's instructions that are on the front of your water heater.

There is a safety release valve on top of the water heater. Do not tamper with this valve. It is to be used only by a plumber in the event of a problem.

If the heater has a thermostat indicator, set it between 120° to 140°. After a few days in your new home, you can adjust the thermostat for the setting that is the most comfortable for your family. A very high setting speeds the build-up of mineral deposits that can shorten the heater's life.

**Caution:** Do not attempt repairs or adjustments on your water heater. Call a plumber for repairs.

### **ELECTRICAL SYSTEM**

#### **Circuit Breaker**

If the electrical system in your home goes out, the most likely cause is an overload in the system. When an overload occurs, the circuit breakers will shut off the flow of electricity and protect the wiring. To reset the breaker, follow the instructions on the main panel.

Problems with your electrical system during the warranty period should be brought to the attention of Builder, or the vendor listed in your manual in case of emergency.

*Before removing any outlet cover plate or replacing any electrical fixture, be sure to shut off the power to that line at the breaker panel.*

#### **Ground Fault Interrupt Device (GFI)**

These devices are installed in various areas of your home to protect against extreme shock in case of ground fault conditions or electrical overload. Do not plug large appliances into GFI outlet. Small surges of electrical current caused by these appliances can cause the GFI to interrupt the circuit.

#### **Intercom System**

If your home has an intercom system, refer to the instructions provided by the manufacturer for details on the operation of the system.

#### **Smoke Detectors**

Smoke detectors have been installed in your home to warn you of smoke and/or fire at the earliest possible moment. The detectors have been designed to sense smoke during the early stages of a fire, before the concentration of smoke becomes dangerous. The main function of a smoke alarm is to wake you and your family during sleeping hours. It is important that you test your smoke alarm every six months by placing a lighted match near the detector, blow the match out and let the smoke

enter the detector. If the alarm is not tested regularly, you cannot be sure that it will function in an emergency.

Though your smoke detectors are wired into your electrical system, they do have a back-up battery. This battery should be changed every 6 months.

An automatic pulsing alarm will sound as a trouble call to indicate a dead battery or that a new lamp may be needed. You can find replacement lamps at local hardware stores and home centers.

Occasionally, dust can trigger a smoke alarm. If this happens, remove the detectors' cover and fan away the dust, then replace the cover.

**Caution:** If your smoke detector sounds, consider that you and your family could be in immediate danger. Evacuate the house at once. Call the fire department at the slightest suspicion of fire.

## APPLIANCES

Each of your new appliances has a detailed booklet of instructions. Pay particular attention to the sections in the booklets on safety. Your new appliances are not designed for homeowner repair. Any changes or modifications to the appliances can be dangerous and will void the appliance warranty.

### Cooktop, Self-Cleaning Oven and Microwave

Proper care of these appliances is important if they are to give years of good service. Always use a mild soap or an appropriate liquid cleaner on the surfaces of these appliances. While the surfaces are very durable, they can be chipped, scratched or cracked by heavy blows from hard or sharp objects. Never use commercial oven cleaners (i.e. Easy-Off) on self-clean ovens. Always use the self-clean feature. Remember that chrome-plated surfaces will be discolored if left in the oven during the self-cleaning process. You should remember to remove the broiler pan and the oven racks during self-cleaning.

**Caution:** The elements in your electric oven and cooktop can retain heat long after they have been turned off. Use caution in cleaning these elements. Do not put metal items or items with metal trim in your microwave oven. Damage to the items and to the oven can result.

### Dishwasher

Before you use your new dishwasher, read the manufacturer's instruction manual. While most dishwashers are similar in operation, there could be features on your new dishwasher that differ from others that you may have owned.

Some kinds of dishes may not be safe to clean in the dishwasher due to the high water temperature and detergent. Do not wash antique or hand painted china in the dishwasher. Some glazed china can be discolored by dishwashers.

**Caution:** The garbage disposal must be empty before you use the dishwasher. Both appliances use the same drain, so if the disposal is not emptied before the dishwasher is turned on, the common drain can become clogged and flooding can result.

To get the best results from your dishwasher, it must be loaded properly. Place the dishes in the rack so the water circulates freely and reaches all parts of every dish. Dishes should not touch. The bottom rack should be used for more heavily soiled dishes. Improved results if sink faucet runs hot water before turning dishwasher on.

It is also important that you use detergents specifically manufactured for automatic dishwashers. Sudsing products or cleaners intended for commercial dishwashers can damage your machine. Water conditions vary from one place to another, so you might try several different brands of detergent until you find the one that cleans best.

### Garbage Disposal

Items placed in the disposal will be thoroughly pulverized when you use a steady stream of cold water and allow the unit to run long enough to do the job. Cold water causes grease to harden and flow through the drain system. Hot water softens grease and permits it to reharden in the drain system. This is a major cause of clogged drains.

One of the most important things to remember is what not to put in the disposal. Materials with fiber, such as cornhusks, celery and artichoke leaves, should never be put in a disposal. Never allow metal, glass or crockery to get into the disposal, and never use lye or drain-cleaning chemicals. Large pieces of food waste, like melon rinds, will be disposed of more quickly and easily if they are cut into small pieces before being put into the disposal.

**Caution:** Do not put your hands into the garbage disposal. If the disposal stops running, refer to the instructions that were provided by the manufacturer.

### Vent Hood Fan

For the best ventilation, use the rear burner when doing exceptionally heavy frying. Avoid cooking when there are cross-drafts from open windows. Always turn the fan to HIGH at first, and then select the desired speed. Use the vent hood whenever the cooktop is in use. This will remove steam, smoke and cooking odors and it will reduce the temperature in the kitchen.

The hood's filter must be kept clean for peak performance of the ventilation system. When you clean the filters, use mild soap in very hot water. Never use abrasive cleaners or detergents. You may wash the filters in your automatic dishwasher. The filters must be dry before they are reinstalled.