



COLORADO



*Congratulations on your new Oakwood home!*

# HOMEOWNER GUIDEBOOK

OAKWOOD  HOMES





OAKWOOD  
HOMES

Dear Oakwood Homes Customer:

Thank you for choosing Oakwood Homes to build your new home. We take this responsibility seriously and are honored to work with you.

The purpose of this handbook is to guide you through the process of buying and building your new home. It details the responsibilities of both Oakwood Homes and you—our customer—before, during and after you occupy your new home. You will also find valuable tips on the proper care and maintenance of your home.

Within this handbook is also a complete explanation of the warranty on your home, outlining what is and is not covered. Please review this section carefully and direct any questions you may have to your New Home Counselor.

If you have questions after you close on your home, you can address them with the Customer Care Team. As you will see, we have processes in place to ensure you receive a prompt, documented answer to any of your concerns.

Again, thank you for selecting Oakwood Homes. We will work hard to maintain your trust. We are here to serve you!

Sincerely,

Patrick H. Hamill, Chairman & CEO  
OAKWOOD HOMES, LLC

*Luxury at every level.*



# OUR CONTACT INFORMATION

## SUPPORT CENTER

Phone: 303-486-8500  
4908 Tower Rd  
Denver, CO 80249

## CUSTOMER CARE:

Phone: 303-486-8690  
Fax: 720-554-6566  
Email: [customercare@oakwoodhomesco.com](mailto:customercare@oakwoodhomesco.com)

## NEW HOME CENTER

303-486-8600  
18655 Green Valley Ranch Blvd  
Denver, CO 80249

## COLORADO SPRINGS SUPPORT & NEW HOME CENTER

719-380-5040  
1290 N Newport Rd  
Colorado Springs, CO 80916

## COLORADO SPRINGS CUSTOMER CARE

Phone: 719-380-5061  
Fax: 719-380-5089

If an emergency occurs during business hours, call **303-486-8690**.

During non-business hours, use the contact numbers on the Emergency Sticker under your kitchen sink.

### IMPORTANT INFORMATION ABOUT YOUR NEW HOME

Your Oakwood New Home Counselor is:

Telephone number is:

Name of your community:

Your address:

Your lot and block number:

### Paint brands and colors used in your Oakwood home:

Interior Paint:

Brand name:

Color:

Exterior Paint:

Brand name:

Body:



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A green rounded rectangle with a white brushstroke graphic that forms a large, stylized letter 'C' or a partial circle, framing the text.

# BUYING YOUR HOME





OAKWOOD  
HOMES

Dear Oakwood Homes Customer:

Sometimes during the home buying process we must tell you, "We regret that we're unable to grant your request." Let me explain why we may occasionally answer your request this way.

We strive to make Oakwood Homes one of the most buyer-driven builders in the area, and we work diligently to understand your point of view and respond to your needs.

How do we do it? Oakwood Homes took an in-depth look at every phase of the construction process and asked, 'Is this the best, most-efficient way of doing it?' To some of the questions we answered 'No,' so we figured out why and fixed it! By streamlining the construction process, we're able to save time, energy and resources, and those savings are passed directly on to you. Plus, we've become the builder of choice for our vendors. Together, our employees and trade partners work as a team, understanding what each must do in order to build a quality product.

We have also dedicated ourselves to giving you more available features and selections for your home. Oakwood offers an extensive list of available options so you can design your home exactly how you envision it for your lifestyle and budget. And throughout the process, we'll make it an enjoyable and stress-free experience for you.

Therefore, we're confident that we've arrived at a successful approach that gives you both the most outstanding home you can buy for your money and the opportunity to select the features you really want.

Oakwood's commitment to you carries over into our customer service. A New Home Sales Counselor will guide you through the different steps involved in building your home and will set expectations for what's to come during this exciting process. They are there to address any concerns you may have. In addition, our community team take your interests to heart during the building process, and after your new home is completed, you can count on Oakwood's Customer Care.

We pride ourselves in being fair and consistent regarding all of your concerns with your home. We always meet or exceed our warranty guidelines and standards of quality, and will work with you to build the home of your dreams.

Sincerely,

Patrick H. Hamill, Chairman & CEO  
OAKWOOD HOMES, LLC

*Luxury at every level.*



# **THE SALES AGREEMENT**

The Sales Agreement is the legal document that represents your decision to purchase a home. It includes a description of your home (both a legal description and the street address), financing information, homeowners association information (if applicable), and additional legal provisions.

**Important Note:** *Several standard forms are used when purchasing your new Oakwood home. The Sales Agreement is subject to management approval at Oakwood Homes. All parties must sign all forms and attachments before the Sales Agreement becomes binding.*

## **Sales Worksheet**

The Sales Choices sheet has the plan number and elevations (exterior design) of the home you have selected. This is followed by a list of the options you have chosen for your new home and the price of each option.

## **House Sale Contingency**

The House-Sale Contingency portion of the Sales Agreement tell us whether you have a home to sell in order to purchase your new home. This will also give you the time frames within which these conditions must be met.

## **Mortgage Financing**

The Mortgage Financing section of the Sales Agreement states that a full credit-approval letter must be sent to Oakwood Homes no more than forty-five (45) calendar days following the contract date (on the Sales Agreement). Full credit approval is subject only to final appraisal and inspection and the closing on your existing residence, if applicable. These timelines may vary in length, depending on the community or stage of the home.

Oakwood Homes recommends a network of preferred lenders. If you choose a lender other than one of our preferred lenders, there may be additional steps and requirements by you and/or your lender.

## **New Home Center Selection Policy and Change Order Policy**

These sections state that you will deal directly with Oakwood Home's New Home Center Design Consultant to customize your home selections. Shortly after your contract is written, you will be scheduled for your appointment with the New Home Center. This section also gives you a time frame to finalize your new home color selections. It is important to finalize these selections within the given time period. Once your selections are finalized at the New Home Center, no changes are permitted. Once you finalize your selections a deposit for a percentage of the total price will be required. Your New Home Center Design Consultant will review this with you at your initial appointment.

## **Appraisal Provision**

The Appraisal Provision section states that upgrades selected at Oakwood's New Home Center are solely at the option of the purchaser. The purchaser needs to be aware of the possibility that upgrades may not be considered part of the value of the home at the time of the appraisal. In this case, the purchaser may be required to pay any such amount for upgrades at closing.

## **Important Disclosures**

The Sales Agreement provides information regarding Oakwood's arbitration policy.

## **Homeowners Association/Metro District**

Purchaser acknowledges that a Homeowners Association may be established for the purpose of owning, operating and maintaining the common areas and facilities of the community. There is an assessment on the property according to the community.



# **MORTGAGE OVERVIEW**

The lender you select will supply you with a loan application package. You are responsible for applying for your loan (mortgage) within five (5) business days of your contract (Sales Agreement).

You are responsible for obtaining full loan approval within forty-five (45) days of completing your contract. If your loan is not fully approved within this period, the seller may cancel the contract. **You must agree to provide the information and forms requested within seventy-two (72) hours.**

Oakwood will provide the Certificates and other information concerning the construction of your home that are necessary to complete your application and finalize your loan.

## **Expenses of Your Loan**

You must pay for all the usual expenses incidental to applying for and finalizing your loan. This may include—but may not be limited to—appraisal fees, loan application fees, commitment fees, origination fees, appraisal and survey fees, and credit-report fees, as well as insurance premiums for mortgage-title insurance and mortgage-guaranty insurance. Oakwood Homes will not be obligated to pay any such expenses. Your lender can provide an estimate of these expenses.

## **Accuracy is Critical**

During the loan process you may be asked some questions regarding your current financial status. It is crucial that you understand how important this is. The ultimate goal is to find a mortgage that will satisfy your needs as well as the requirements of the mortgage company. In order to do this, your lender will request the most accurate information you have in order to expedite the process. During the process, your loan officer may ask you for additional paperwork. This is not unusual. Do not hesitate to ask questions as to why you need to provide certain information.

It is rare that a situation arises that your loan officer has not encountered in the past. Do not hesitate to discuss any concern that you have regarding your assets, income or credit. The lender's job is to understand completely your particular financial circumstances. It is best that you disclose all information accurately and completely. Overlooked items or inaccurate data can cause delays—or halt the loan-application process.

**Important Note:** *If at any time during the loan process you have questions OR POTENTIAL CHANGES TO YOUR FINANCIAL SITUATION, please contact your loan officer immediately.*

## **LOAN APPLICATION CHECKLIST**

All information on the application will be reviewed at your meeting with the loan officer. The amount of documentation and information required for a mortgage can seem overwhelming, but do not hesitate to ask questions.

The following checklist is a general guide prepared by Oakwood Homes to assist you with the loan application. (Some of the items listed may not apply to you):

### **A. Property Information**

- ☐ The Sales Agreement will include the legal description of the property and the price.

### **B. Personal Information**

- ☐ Social Security number.
- ☐ Home address(es) for the past two years.
- ☐ Work, mobile and home telephone numbers.



- Divorce decree and separation agreement(s).
- For bankruptcy, a copy of Discharge and Schedule of Creditors, as well as a written explanation of the circumstances.

#### C. Income

- Pay stub(s) for the past month, indicating year-to-date income.
- Documentation of any supplemental income: bonuses, commissions, etc.
- Names, addresses and telephone numbers of all employers for the past two years.
- W-2 forms for the past two years.
- If you are a commissioned sales professional, have rental properties, or file as a sole proprietorship, you may need to provide your last two years' completed federal tax returns with all schedules (1040s).
- You are considered self-employed if you own more than 20 percent of a corporation or partnership. You may need to provide the complete business returns with all schedules for the last two years, as well as your complete personal 1040's for the last two years.
- For S Corporation, Corporation or Partnership: tax returns with all schedules and year-to-date profit-and-loss statement.
- Documentation of any alimony or child support, if such income is to be considered for the loan. You will need to provide twelve months' proof of receipt.

#### D. Real Estate Owned

- Names, addresses, telephone numbers and account numbers of all mortgage lenders for the past two years.
- Copies of leases and two years of federal tax returns for any rental property.
- Market-value estimate.

#### E. Liquid Assets

- Names, addresses, telephone numbers and account numbers for all bank accounts (including credit union, 401K, and investment accounts). You will need to provide two months of statements.
- Copies of the last two months of consecutive bank statements for all checking, savings, investment and retirement accounts, and from any source of funds that will be used toward your down payment, for closing or to prove reserves. Any large deposits will need to be explained and documented.
- For any vested interest in retirement funds, IRAs, etc.: you will need to provide two months of statements.

#### F. Liabilities

- Name, address and telephone number of landlord for past two years.
- Approximate balance and monthly payment on auto and mortgage loan.
- Alimony or child-support payments.

**Important Note:** You may be asked to pay an Application Deposit at the time of your loan application for a credit report, credit-report supplements, appraisal, etc. This fee will be credited back to you at closing.



## **APPRAISALS**

Part of your home-buying experience is the appraisal process. The appraisal is not actually done until you are about thirty (30) to sixty (60) days from closing.

It is very important that you keep the following steps of the process in mind throughout your home-buying experience:

- When you decide on your structural options, please keep in mind the average dollar amount spent on comparable homes in your community. Your New Home Counselor will be very helpful in this selection process.
- Items such as appliances and home-theater equipment may not be included in your total home appraisal because they are not permanently attached to the home and could be removed at any time. These items may need to be purchased in addition to your deposit and down-payment amount.
- One of the many benefits of purchasing an Oakwood home is that you have an opportunity to go to Oakwood's New Home Center and choose from a variety of cabinetry, flooring and countertop selections. Again, it is imperative to keep in mind the average spent at your community as well as on the particular model which you have selected.

## **CONTINGENCIES**

Loan approvals sometimes specify conditions of approval. The sale of a previous home or proof of funds are typical examples of conditions of approval. Please be sure to discuss any concerns you may have about such conditions with your loan officer and obtain any requested documentation as soon as possible.

Once all contingencies are met, final loan approval can be obtained.

## **WHY USE OAKWOOD'S PREFERRED LENDER?**

- **Representation at the Closing:** A representative from the lender, not just the closer from the title company, will attend your closing to be available if you have any questions.
- **Accountability:** You may have heard horror stories of people showing up at their closing only to discover that their costs have suddenly increased. And at the closing table, it's too late to start over. By working with an Oakwood Homes preferred lender you can avoid many of the nightmares that can occur at closing.
- **Delivering Oakwood's Promise:** Oakwood Homes preferred lenders have been pre-screened and selected from a wide range of lenders because we believe they are capable of delivering a high-quality mortgage experience. They have access to our database and meet with us weekly to ensure you are receiving the best buying experience possible.
- **Bottom Line:** Using an Oakwood Homes preferred lender is a win-win for all parties involved. If you are considering another lender, get the facts. Compare the Good-Faith Estimate from a preferred lender with the Good-Faith Estimate from the non-preferred lender.

## **LOAN APPLICATION POINTS TO REMEMBER**

- Your lender will usually conduct a verbal verification of employment immediately prior to closing. If something changes in your employment situation, contact your loan officer right away.
- Your lender will usually pull another credit report immediately prior to closing. Keep paying all of your bills on time.



- Do not co-sign for anyone. This new debt will be considered in your qualifying ratios and could prevent you from qualifying for a loan.
- Do not loan anyone money that you will need for the closing. Documentation that these funds are re-payment of a promissory note is difficult, and may be viewed as a gift, which may or may not be allowed on your type of financing.
- Do not restructure your debt. If you open a new account and/or payoff and close others, you have eliminated your credit history. Opening a new account creates a new inquiry to your credit file. These actions can actually lower your credit score, even though your overall debt payments have been reduced.
- Don't change jobs without consulting with your loan officer. Changing jobs can sometimes change your loan-approval status.
- Don't enter into a 'no interest for six months' contract. This actually appears on your credit report as a new debt with payments from the date you signed the contract. This can have a negative impact on your credit score.
- Don't finance any new obligations, such as cars, credit cards, furniture, etc. The debt will be counted against you and may prevent you from qualifying for your home loan.

***When in doubt or if you have any questions contact your loan officer!***

## **OAKWOOD'S NEW HOME CENTER**

Oakwood's New Home Center is committed to providing you with the opportunity to personalize your home. Our facility is specially designed to offer you many choices throughout your home. Your own personal Design Consultant will assist you in making your home a place of comfort, elegance and function, tailored to meet the needs of your individual lifestyle.

### ***Your Design Appointment***

You are very excited about your New Oakwood Home and you wonder what you should do next. Your New Home Sales Counselor will set your appointment for your Buyer Orientation at the New Home Center.

Oakwood's New Home Center is pleased to offer you many diverse choices for the interior of your home. To assist you in preparing for your individual design appointment, we ask that you attend a Buyer Orientation so that you may become familiar with the features in your home.

During the Buyer Orientation you will be given a tour of the New Home Center. Then you are free to roam the New Home Center to make your selections. You will then schedule your Design Appointment and Finalization Appointment.

The Design Appointment will be conducted prior to the Finalization Appointment. This time is designed for you to meet one-on-one with a Design Consultant to review your selections and ask any questions you may have. As this appointment is very important for insuring you make the appropriate selections for your home, we ask that you try not to bring children or others to the appointment so that the focus can be dedicated to your appointment. At the time of your Finalization Appointment you are required to finalize all of your selections for your home. You may visit the New Home Center prior to your Finalization Appointment.

### ***Deposits***

We require a minimum ten (10) percent and up to twenty (20) percent deposit of the total dollar amount of your selec-



tions made at the New Home Center. Checks or Certified Funds are the forms of payment we accept, made payable to Oakwood Homes.

## ***Waivers***

We offer many options at the New Home Center that require special care and maintenance. We also have some options with inherent characteristics that limit their performance and suitability for certain applications. You may choose to select the option despite the possible care requirements or limitations. Due to the fact that we do not want to constrain you, we will ask that you sign a waiver stating that you have been informed about and understand the limitations or possible maintenance challenges with a given selection.

## ***MODEL HOME VARIATIONS AND DIFFERENCES***

Model homes may have a variety of features, materials, colors and products that will differ from the actual residential homes. As you look at the model homes, please keep in mind that the home you purchased will differ from the model. The following list of items and features in your new home may differ from the models:

- **Air Conditioners:** Sales traffic in model homes requires that the air conditioning units be more powerful than those in residential homes, so they are sometimes sized differently.
- **Exterior and Interior Dimensions:** Residential homes can have different dimensions than those of model homes. The differences result from variations in the elevations of lots, changes in design that are made after the models are completed, sales and construction offices located in the models, and a host of other variables. We build to the current and approved plans.
- **Features:** Models may have features such as window coverings, custom paint colors, security systems, additional lighting, music systems, plumbing, and others that are different from the residential homes.
- **Entrance Walkway Materials:** The materials in the entrance and walkways, sidewalks or patios may be different, resulting from topographical variations, grading plans or municipal code requirements.
- **Landscaping:** Model home landscaping may include more mature plantings, special plant selections, denser planting and unique landscape features that differ from the residential homes.
- **Advertising:** The representation of features, settings, finishes and other items used in advertising and sales materials may differ from those in production homes.
- **Paint Brands, Types and Colors:** The interior and exterior paint in the model homes can demonstrate a variety of finishes, colors and techniques designed for high-traffic use, whereas in the production homes, a standard paint is used.
- **Color Variations:** Variations in color occur in all manufactured products. Although every effort is made to provide consistent color, variances may be noticeable in paint, masonry, wood, stucco, tile, granite, carpet and other colored surfaces. Samples from the New Home Center can vary from what is installed and all products have an acceptable color variance range. While we keep our samples as updated as possible, changes from manufacturers may not be reflected immediately. Exposure to the elements will alter the color more rapidly. These variances may be especially noticeable where a repair has been made. We do not warrant an exact color match of materials during the initial construction of your home or during subsequent repairs.
- **Construction Methods:** Oakwood Homes builds high-quality, energy-efficient homes that meet or exceed building codes. Construction methods may vary from home to home.
- **Site Plans:** The plan and elevations on your lot may differ significantly from those of the model homes. These differences result from topographical variations and grading plans.



- **Substitutions of Materials:** If certain models of light fixtures, hardware, bathroom fixtures, thermostats, etc. are discontinued by the manufacturer, we will substitute with the closest match to the model, and our new selection becomes the new standard in production. On occasion, shortages of particular materials may develop. When this happens, we choose materials closest in appearance rather than stop production. Our homebuyers must accept such substitutes. Please note that you will not be notified of any substitutions.
- **Views:** Oakwood Homes makes no representation or warranty with respect to the presence or absence of views or scenery visible from your new home. Such views and scenery can be blocked or changed by future development, the growth of plants and other activities.
- **Surrounding Land Use:** Oakwood Homes makes neither representation nor warranty about the use of the land that surrounds the community in which your new home was constructed.
- **Windows:** The windows in your home may vary from those in the model homes and in other homes in the immediate area. These variances are due to energy conservation requirements, design elements and other factors. Due to manufacturing processes, a minimal amount of spotting can be seen between the parts of double-pane windows. This is normal and unavoidable. Keep in mind that if you have your windows professionally tinted, it will void your warranty on the windows.
- **Verbal Changes and Commitments:** The New Home Counselors, Builders, Design Center Consultants and Customer Care Liaisons are not authorized to offer changes in the Limited Warranty or in the features of the home. If you believe that someone has made such offers, please ask that the offer be put in writing and that a representative of Oakwood's management team approve the document.
- **Unauthorized Options:** Oakwood Homes does not permit the installation of any construction or materials by anyone other than authorized Trade Partners prior to the closing of the home. Unauthorized material will be removed at the installer's expense.
- **Options:** Oakwood Homes does not permit the installation of options by anyone other than authorized Trade Partners prior to the closing of the home.
- **Independent Contractors:** The use of independent contractors, other than those who are under contract to Oakwood Homes, will void any warranty, implied or written, with respect to any and all damage caused, directly or indirectly, as a result of the work. If you have any questions, contact your New Home Counselor or a representative of Oakwood's Customer Care before having work done.



A green rounded rectangle with a white brushstroke graphic that forms a large, stylized letter 'C' or a partial circle. The text "BUILDING YOUR HOME" is centered within this shape.

BUILDING YOUR HOME



## **LEVEL PRODUCTION**

Our process ensures a high-quality home at a great price, with more choices and an enjoyable buying experience.

### **Controlled Construction Volume**

We control the number of homes we build so we do not over-stretch our resources or sacrifice quality for the sake of volume.

Foundation starts: your foundation may be installed and sit for a period of time prior to any additional construction activity. Maintaining a backlog of finished foundations allows us to maintain a steady construction pace and mitigate delays from weather. If you see your foundation completed with no other activity, this does not mean we are behind schedule! Every house has target start dates for foundation and framing work, and if the foundation is completed well before the frame start the schedule does not move up; constantly pushing and pulling start dates creates a chaotic working environment for our Trade Partners, which causes inefficiency and increases the opportunity for mistakes to be made.

### **Centralized Scheduling**

All scheduling is handled through Oakwood's Production Department and Communication Post. This allows us to increase our efficiency and allows our Builders to concentrate on the quality of your home.

## **COMPLETION DATES**

We have streamlined our construction process, which allows us to provide you with your closing date at approximately the time of your Pre-Drywall Walk; **however, there are elements that we do not directly control, such as:**

- ☐ Weather and other 'Acts of God'
- ☐ Labor from our Trade Partners
- ☐ Material shortages

It is important that we have five (5) full business days from the time of your Home Demonstration to closing, so that we may address concerns listed on your Demonstration Walk, if any. It is also important that we do not rush the process. We hope you will be in your new home for many years, and having those five days will assist all of us in the process to deliver a complete home.

## **BUYER EXPECTATION MEETING**

You will learn about the process of building a home and what to expect during the process. This is a required meeting before the construction phase begins. If you have not yet been scheduled to attend this meeting, please contact your New Home Counselor to make an appointment.

## **PRE-CONSTRUCTION MEETING**

You will meet one-on-one with your Builder and your New Home Counselor to review the selections for your home. We will also discuss what you can expect during the construction process and answer any questions you may have. This meeting may take place before or after work starts on the foundation to help maintain the overall foundation schedules. Please note that this meeting is to review your chosen options and set expectations for the build process; it is not a time to make changes to the home.

## **OAKWOOD'S REQUIRED HOME REVIEW MEETINGS**

Oakwood performs Quality Checks at all major activities. At Oakwood you will be required to participate in the fol-



lowing Quality Checks.

1. Buyer Expectation Meeting
2. Pre-Construction Meeting with your Community Builder and New Home Counselor.
3. Pre-Drywall Walk with your Community Builder.
4. Customer Care Expectation Meeting
5. Home Demonstration with a member of your Community Team.
6. Verification Walk with a member of your Community Team.

The Buyer Expectation Meetings and Customer Care Expectation Meetings are scheduled on weekends; the remaining meetings are scheduled during normal business hours on weekdays.

### ***Buyer Action Forms***

During the construction process, you may see something that you do not understand. If there is anything that concerns you, please contact your New Home Counselor. The Counselor will document the concern in writing so that we have a record and, except on weekends, we will respond to you within forty-eight (48) hours of our receipt.

We fully recognize the need to address your concerns, and we have a process for responding to them. Per your sales contract, there are no verbal agreements. To initiate our buyer action form process, please do the following:

**Step 1:** See your Oakwood New Home Counselor and explain your question or concern.

**Step 2:** Your New Home Counselor will document your concern, so please be sure that your concern is in writing.

**Step 3:** Your New Home Counselor will give you an estimated time of when we will have a response back to you.

**Step 4:** If necessary, we will schedule a courtesy meeting with you at your new home for the purpose of completing the explanation.

Please remember that our Builders, and their personnel, have a detailed and time-consuming task in building your home. For this reason, we ask that you address your questions and concerns as outlined above to your New Home Counselor.

**Please allow your New Home Counselor and field personnel time to respond to your inquiries.**

For post-closing issues please see the Customer Care section of this guidebook.

## ***CONSTRUCTION PROCESS***

The following section explains the general stages of construction for building your home. Please note that there are many moving pieces (and people!) in building a home, so not every house will match these steps exactly. Changes in the schedule do happen on a day to day basis and the order you see below may not be the exact order in which your house is built.

### ***Preparation Phase***

How far will your home be set back from the street? Will you have a left-hand or right-hand garage? The exact position of your home on its site will be determined before the groundbreaking in the preparation phase. Oakwood will take a variety of factors into consideration such as terrain, drainage, local requirements and utility easements. **No**



**lot is perfectly flat, as water always needs to drain away from your house and ultimately into the storm-sewer system.** Your lot may drain completely to the front into the street or both to the front and back to a neighboring property (or another lot may drain through yours). Individual lots are designed as part of a community drainage plan, so customization of each lot is not allowed.

At our Support Center we will be creating schedules and purchase orders for the Trade Partners who will be building your house, drawing up the plans for your individual selections, and pulling all the necessary permits for construction of your house. Because of the timing involved to complete all of the pre-construction documents (including a month or more for permits, in some municipalities), **no changes are permitted in the Preparation Phase.**

## ***Construction Begins***

The civil engineer will produce a plot plan that locates the home on the lot and shows the garage handing (which side of the lot the garage will be on) and the location of the home in relation to the property lines and the setback requirements. Many times we get requests for a certain garage handing; the garage handing is determined by a number of factors including the location of the services into the lot (water and sewer laterals from the street to connect to the home), the slope of the lot, the relationship with other homes, streetlights and storm sewer inlets.

Due to the many factors involved in the garage handing, **we are unable to meet homebuyer requests for a specific garage handing.**

The first activity you will see on the lot will be the staking flags. The surveyor will stake the home on the lot using the plot plan to locate the corners of the home for the excavator, who digs the hole or builds the pad where the concrete will sit.

## ***The Foundation (Basement and Crawl Space)***

The excavator will then start digging the hole for your home. The elevation (height) of your Oakwood home is determined by several factors that include the slope of the street, the slope of the lot, drainage patterns, the type of house being built, and the slopes and elevations of the houses on each side of your house. Most importantly, Oakwood will set the elevation of your home to maintain the grade requirements that help protect the structure from water intrusion.

## ***Foundation with Walls***

Next, the foundation Trade Partner will install the foundation, starting by forming and pouring the footings. Once the footings have been installed, the foundation Trade Partner will set the foundation wall forms on top of them. Before pouring any concrete, a third-party engineer inspects the wall forms and rebar before the placement of concrete to ensure a quality foundation. Soon after the walls have been poured, the forms will be stripped off and the foundation will be damp proofed to help limit the amount of moisture passing through the concrete. Shortly after the damp proofing has been applied, the perimeter drain system will be installed (if applicable—the soils engineer determines the type of drain and the design). The drain may be either an interior or an exterior drain, depending on the soils condition of the lot and the community. If applicable, the drain system will be tied into the underground drain system for the community and have a backup system installed in the form of a sump pit for excess moisture. All of this is done to keep water away from the foundation. As with the foundation, the drain system is inspected by an independent third-party engineer to assess the quality of the installation and ensure it meets the guidelines of our engineer.

## ***Water and Sewer Laterals***

The process of bringing the water and sewer service in the street up to the home occurs at this time.



## ***Post Tension Slab on Grade and Raft Foundations***

The concrete slab on grade foundation of your new home is under tension from tight steel cables that run horizontally through the slab foundation. The tension from the cables strengthens the slab foundation and allows it to move as one unit.

**CAUTION:** *Never cut or penetrate into a post-tension slab. If the cables are cut they can cause extensive damage and severe injury.*

Raft foundations are monolithic pours (all concrete poured at the same time), but do not have steel cables in them. Different soils types dictate which foundation type will be poured, and the structural engineers will decide the best way to proceed.

## ***Back-Fill***

The excavators will back-fill the foundation by compacting dirt around the foundation and the garage walls. This step will not eliminate settling, but will reduce the amount and degree of settling. When removing and replacing any soil, some settling is expected and considered normal; please see the Homeowner Maintenance section of this guide-book for more information on your critical role in maintaining the grade around your home.

## ***Underground Plumbing***

The sewer pipes that connect the main sewer line to the house will be installed in the appropriate locations before the concrete for the slab or basement floor is poured. An inspector from the municipality will check the connections to make sure they are secure and pass code requirements. Once the underground plumbing is complete, the concrete will be poured and the foundation will be ready for framing.

**Important Note:** *There may be several days at a time in which no work is happening on the foundation, due to the concurrent coordination of many trades. The schedule can also be heavily affected by changes in the weather.*

*You may also see your completed foundation sitting with no activity well ahead of the target framing start day. This does not mean we are behind schedule. In order to maintain consistency and quality control for all of our Trade Partners—and to avoid last-minute weather delays when trying to pour concrete—we keep a steady backlog of completed foundations ready to go for the framers.*

## ***Framing, Carpentry, Plumbing, Heating and Electrical***

The framing Trade Partner will frame the home per the plans and building-code requirements. Once the framing is completed, the heating, plumbing, and electrical Trade Partners will go to work on the inside of the house installing the ‘rough-in’ portion of those systems. The furnace will be set, ducts will be run throughout the house, the plumber will install the water and interior sewer pipes, and the electrician will install electrical wiring behind the walls throughout the house. The location of the furnace and other mechanical systems, plumbing, and electrical lines and outlets may be different from what is shown in the model, due to different option combinations and code changes.

While the heating and plumbing systems are being installed, the home’s exterior siding, roofing, and windows will be installed. Once the plumbing, heating and electrical Trade Partners have completed their work, the framing Trade Partner will do the ‘back-out’ work. This includes the installation of any dropped ceilings, soffits, lower level and basement walls, and other framing corrections. Once this has been completed, your house is ready for the rough-in inspections as required by local building regulations.

## ***Insulation and Drywall***

Once the city or county has approved the rough-in inspections, insulation will be installed. Then the drywall Trade



Partner will arrive at the home to install the drywall and then tape and texture it.

## **High Performance Guarantee**

At Oakwood, our goal is to build Certified High-Performance Homes. What that means is that Oakwood guarantees that you will enjoy a more durable home, which offers healthier air and increased comfort. A variety of energy-efficient features are included in Oakwood homes, such as Low-E rated windows, high-efficiency furnaces, and many more items designed to provide energy savings. To stand behind this guarantee, Oakwood hires a third-party certified Energy Rater who tests every single home.

**Important Note:** Mechanical equipment such as the furnace and air conditioner (A/C) are sized based on the building techniques utilized in the construction, as well as the square footage of the home. Unfinished space is accounted for differently than finished space in regard to heating, ventilation and air conditioning (HVAC) systems. The systems sized and installed by Oakwood are designed to maintain normal temperature ranges in finished areas of the home; unfinished areas (such as a full, unfinished basement) may need additional equipment. Please consult with your New Home Counselor about your future needs in these areas.

## **Exterior Work**

Exterior work includes the installation of siding, brick, stone and stucco, as well as the overhead garage door. Exterior concrete steps, stoops and walkways will be installed. Once the concrete flatwork is complete, the yard will be rough graded. Installation of porch rails, if applicable, and exterior painting will be accomplished during this period.

Weather can be a factor! A variety of weather conditions can cause delays of exterior work. Please see Escrow Section of the Homeowners Guidebook.

## **Interior Work**

Interior work includes the installation of hard-surface flooring, interior doors and trim, cabinets, paint, countertops and tile. With the flooring in place, the plumbing, heating and electrical Trade Partners will return to your home to do their final portion of their work, called 'mechanical trims.' This is when your plumbing and light fixtures, appliances, thermostat and heat registers will be installed. The drywaller will return for a final walkthrough to repair any dings or dents that may occur during these final stages. All of the door handles and bath hardware will also be installed at this time.

## **Final Steps**

This phase includes the installation of the carpet, followed by doorstops and bypass door guides. Window screens will be installed. Windows and doors will be checked to make sure they are working properly. The home will then undergo a final cleaning and painting. Now the home is ready for final inspections by the Community Team.

## **Community Team Acceptance**

An Oakwood Community Team is cross-functional in nature, and consists of Builders, Assistant Builders and New Home Counselors. Together the Community Team makes decisions for the community and is the last set of eyes to examine the home and determine if it is ready to present to you. Every single Oakwood home is built to the highest of quality standards, and this team is committed to ensuring that.

## **CONSTRUCTION SITE VISITS**

### **Construction Sites Are Hazardous**

Always check with your New Home Counselor before you visit your home while it is under construction. You must



always wear a hard-hat if you wish to tour your home during construction. Monday through Friday, visits to homes under construction are only allowed after 4:00 p.m. Visiting your home during the week before 4:00 p.m. could cause construction delays and present safety issues; therefore, you will be asked to leave and return after 4:00 p.m.

***Important Note:*** *Watching your home being built is an exciting process, but it can also become unnecessarily stressful. We highly encourage you to visit your home no more than once a week on the weekends and not every day. Small issues that happen frequently during construction (e.g., a broken window or holes in drywall) may not be fixed immediately due to the scheduling of multiple Trade Partners across multiple homes; visiting every day can lead to you seeing the same issues for days or even weeks at a time, which can become unnecessarily frustrating during the process. We have quality-assurance processes to address repairs and corrections throughout the build to ensure we deliver a home you will love for years to come!*

Additionally, we do appreciate your desire to visit your home during construction, but our insurance does not cover non-employees who might be injured on the construction site. Please also be aware that customer-construction alterations (other than those performed by Oakwood employees or Trade Partners in accordance with your sales agreement) are not permitted in your new home until after closing. Any construction alterations made to the house by a buyer or a separate Trade Partner will be removed at your expense.

## **Construction Site Precautions**

After you move into your new Oakwood home, construction by Oakwood will often be an ongoing process and in close proximity to you. We encourage you to be aware of the many hazards that may affect children playing on, or around, construction areas. Children love to play around construction areas but they are not aware of the potential dangers. **We rely on parents to keep their children away from the construction areas.**

## **ADDITIONAL HOMEOWNER APPOINTMENTS**

### **Pre-Drywall Orientation**

Prior to drywall, your New Home Counselor will schedule a Pre-Drywall Orientation of your new home. You will be invited to meet with an Oakwood representative for an up-close look at your home.

This orientation will allow you to see key features and elements of your home that will be covered once the drywall and flooring are installed. If you have selected optional outlets, phones or cables, we find this is a good time to check for them while a member of our staff is with you. Overall, the purpose of the Pre-Drywall Orientation is to verify that all options you have requested have been installed and/or will be installed soon.

This is also the time to answer your questions and address any concerns you may have.

Your Oakwood Sales Counselor will call you in advance to notify you of the date and time of your Pre-Drywall Orientation. Please come dressed for the weather and site conditions. Definitely bring a camera to take pictures of the house in the rough stage before the drywall goes up! It is fun to see all the inner workings of your house, and once you move in those pictures can come in handy when placing furniture, hanging pictures, or doing any remodeling work. The orientation should take less than an hour and hard-hats will be required. This walk will take place on a weekday, normally with a week's notice.

### **New Home Demonstration**

Your Oakwood Closing Coordinator will notify you of the date and time of your scheduled New Home Demonstration. These are scheduled Monday through Friday during normal business hours. Please be on time, meet our representative in your new home to begin your review, and allow two (2) to three (3) hours for your demonstration. Be sure to dress in comfortable clothing and shoes. (If it is wet out don't forget your mud boots.) Also, be sure to bring this



Homeowners Guidebook with you.

We request that the parties listed on the contract to the home be present at this appointment to review the home. If you would like to have someone else inspect your new home, including a third-party inspector, it must be done prior to the Demonstration Walk. Please note that not all findings from a third-party inspector will necessarily be changed if they don't fall within Oakwood and industry practices and standards. Please contact your New Home Counselor for more information.

We have found that the demonstration is most beneficial when buyers are able to focus all of their attention on their new home and the information presented. Although we appreciate that friends and relatives are anxious to see your new home, we don't allow other people who do not appear on the contract to participate in the New Home Demonstration; it is best that they visit later. If you are using a realtor, he or she must be present at the New Home Demonstration with you.

The Builder will review the purpose and intent of our Buyer's New Home Acceptance form with you at this time. During this demonstration you will become familiar with the operation of all appliances, HVAC controls and normal homeowner maintenance procedures. These items will be helpful to you in obtaining the maximum performance from your home and the quality products utilized in its construction. At the conclusion of the New Home Demonstration, you will be asked to sign the Buyer's New Home Acceptance form, noting that any adjustments, repairs or items requiring replacement are documented on a separate form.

**Your New Home Demonstration consists of an explanation of the following items:**

- ☐ Drainage swales
- ☐ Main water shut-off to the house
- ☐ Sewer clean-out
- ☐ Main electrical panel with breakers
- ☐ Fireplace (if applicable), gas valve and key (some areas do not require keys)
- ☐ Adjustable door thresholds
- ☐ Smoke and carbon-monoxide detectors
- ☐ Garage door keys
- ☐ AFCI breaker location and explanation
- ☐ GFCI outlet locations and explanation (all baths, kitchen, garage, exterior)
- ☐ Thermostat operation procedures
- ☐ Furnace and air conditioner; filter size and procedure for changing
- ☐ Location of cable television wiring for future hookup
- ☐ Care and cleaning of: kitchen and bath counters, wood cabinets, bathtub and showers, fireplace glass, appliances, windows, and flooring
- ☐ Warranty booklets: appliances, furnace, water heater, etc.
- ☐ Sump pump maintenance provisions, if applicable
- ☐ Winterization procedures: sprinkler and exterior sill cocks
- ☐ Landscape and sprinkler warranty provisions, if applicable



**Important Note:** If you do not feel that all of the above items have been explained satisfactorily, do not hesitate to contact your New Home Counselor.

## ***Purchaser's Verification of Completion***

Your Builder will review this checklist with you during your demonstration. Please note that some items may be damaged during move-in, and these damages are not the responsibility of Oakwood Homes. Deficiencies or damages in the following areas should be noted during your New Home Demonstration:

- ☐ Broken, cracked or damaged window glass and mirrors
- ☐ Damaged or missing screens
- ☐ Missing, chipped or scratched finishes on countertops and cabinets
- ☐ Broken electrical fixtures
- ☐ Broken, scratched or chipped plumbing fixtures
- ☐ Scratched, gouged, stained or broken floor coverings
- ☐ Damaged driveway, walks and porches
- ☐ Damaged or missing doors and thresholds
- ☐ Damaged cabinets, doors and drawers
- ☐ Exterior damage to house finish
- ☐ Paint touch-up
- ☐ Operation of exterior sill cocks
- ☐ Sprinkler system operation, if applicable. (Do not allow vehicles on the lawn during move-in, as this may damage the sprinkler lines.)

## ***INDEPENDENT HOME INSPECTIONS***

If you elect, at your own expense, to have your new home inspected by an independent home-inspection company prior to closing, we will make every effort to accommodate this. Please schedule with your New Home Counselor before sending your inspector to the house. While independent inspections may minimize a purchaser's concerns, they sometimes create disputes as to construction methods or building-code adherence. Oakwood makes no representation that changes recommended by an independent inspector will be made if the items fall within our construction standards and code requirements.

Please keep in mind that all of our homes undergo a thorough quality-control process starting at excavation and ending with the Community Team Acceptance Walk. Your Builder, local building department officials, and third party inspectors inspect your home at various phases of construction. This ensures that your new home not only meets Oakwood's high quality standards but also meets or exceeds all local building-code requirements.

## ***HOMEOWNER'S INSURANCE***

Now that construction is complete, your financing has been approved, and you are ready to close on your new Oakwood home, please note that you must secure hazard insurance. This must be completed in advance of the closing on your new home. Contact your mortgage company for their requirements.

## ***TOWN AND COUNTRY***

Town and Country insurance is a full-service Independent Insurance Agency, owned by Oakwood Homes.



Independent agents are just that—independent. We are able to write policies from multiple insurance carriers, rather than being bound by the policies offered by a single carrier. Our process saves you time and money by doing the comparison shopping for you. We eliminate the hassle of entering your personal details into multiple sites to compare quotes—your agent will handle it for you, and then help you decide which option is best.

**Our Process:** An agent from Town & Country will reach out to you 60 days before your scheduled closing date. We will ask for additional details specific to you: personal information, pets in the household, and high value items that may need extra insurance. We will create a plan customized to you.

Our agents understand that you are busy, and we are flexible to accommodate everyone's schedule. We work with you through your preferred method of contact: in person, over the phone, via email or text message, or through our client portal. Please visit our website at [www.T-CInsurance.com](http://www.T-CInsurance.com) for more information or to initiate the quote process today.

Lastly, don't forget to ask your New Home Counselor for the Insurance Rate Card specific to your community. These are pre-determined, deeply discounted rates available exclusively to you through Town & Country Insurance.

Town & Country Insurance Services  
Colorado: 303-486-8866  
Utah: 801-270-6490  
Email: [Service@T-CInsurance.com](mailto:Service@T-CInsurance.com)

## **ESCROW**

Due to weather conditions during certain times of the year, there may be some exterior work that will not be completed the day you close on your new Oakwood Home. Examples of exterior work that may be placed in escrow are exterior concrete work, installation of landscaping (if applicable), and exterior paint, to name a few.

Should exterior work on your home be placed in escrow, we will complete the work in the spring, as weather and scheduling allow. There are several factors involved in scheduling escrow work to be completed. For example, the weather may be appropriate to pour exterior concrete but the ground may be muddy, or the sod farms are too wet to cut sod. These and other factors impact our ability to schedule and complete Escrow work.

**Important Note:** *Oakwood Homes will begin exterior work on homes in production before escrow work, and you may find that another home under production will receive landscaping prior to yours. Some municipalities require exterior work to be completed in order to allow homes to pass inspections and close; in order to keep a consistent schedule and production flow for all of our customers, those homes may be completed before yours. However, during those times (particularly in the spring), our Trade Partners will bring in additional resources to address the backlog of homes that need escrow work completed, in order to lessen the time needed to complete all homes.*

**Important Note:** *Oakwood Homes will plan to have all exterior escrow work for your home completed by the end of the following summer after your closing, but weather and the number of homes in backlog from the winter can impact the completion date.*

## **CLOSING DAY**

Oakwood Homes will notify you of the date and time of your closing at about the time of your pre-drywall walk. **Please do not make moving plans until the closing date has been firmly set, as you cannot move into your new home until the closing occurs and you have your keys.** Please note that due to insurance regulations we are unable to allow you to leave any of your personal property in your new home prior to the closing.



Your Closing Coordinator will be responsible for scheduling your designated closing date and time with you. On closing day, you should plan on the Verification Walk taking approximately one hour and the closing taking approximately one hour; it is imperative that you arrive on time.

Colorado law requires 'Good Funds' at closing. 'Good Funds' are either cashier's checks or bank-certified funds. **Funds in excess of \$25,000 cannot be accepted by check and must be wired.**

**You Need to Bring:**

- ☐ Your driver's license for photocopying
- ☐ Any additional documents your lender requests
- ☐ This Homeowners Guidebook

## ***THE FINAL NUMBERS***

The title company relies on your mortgage company to provide them with the final closing figures. Once the numbers are received, the closing company will put all the figures together and verify them with your lender. **Final figures need to be received from your lender at least seventy-two (72) hours prior to closing.**

Depending on which community your new home is located in; you can expect additional closing costs to include Home Owner Association (HOA) fees and/or Metro District fees. These fees are listed in your Purchase Agreement. Contact your New Home Counselor regarding additional fees for your specific community.

## ***TITLE COMPANY ROLE AT CLOSING***

### ***Town & Country Title, LLC Role at Closing***

Town & Country Title Services' role is to prepare necessary documents and protect the lender with a mortgage insurance policy. The title company is not authorized to negotiate or make representations on behalf of either party at the closing. Therefore, if you would like to review your closing documents prior to closing, contact your lender in advance so the necessary arrangements can be made. If a Power of Attorney is necessary for closing, contact the closing company for the proper document. They will be happy to prepare one for you. You will also need to provide a copy of the Power of Attorney to your lender for approval, prior to closing.

**Once closing is completed you will receive the keys and it's your home!**





# HOME INFORMATION



## ***ABOUT YOUR NEW HOME***

Oakwood Homes is dedicated to providing you accurate information about your new home. The following information about your new home and the materials used in its construction will provide you with a more accurate representation. Please review this section carefully.

## ***BOUNDARIES AND EASEMENTS***

A licensed professional engineer has completed a plot plan showing the boundaries and easements for your home's lot. At your closing, the title company should give you a copy of this plot plan. Homes closed from mid-October through March may not have boundaries set and final grading completed. Completion will be scheduled for the following spring after the ground thaws and dries.

Your plot plan shows lot size and the location of lot boundaries. It also reveals, via dotted and broken lines, whether there are any easements affecting your property. An easement grants certain rights to various utility companies, even though you own the property. In addition, side yard easements with specific fence-location requirements may be applicable in certain communities. Contact your New Home Counselor with any questions regarding easements shown on your plot plan. The most common type of easement is the utility easement, including clusters of mailboxes, usually located parallel to the rear or side lot lines. It is important that you never obstruct an easement in a way that prevents access. If you have any questions regarding your rights or responsibilities relating to an easement, please contact the title company.

## ***Locating Your Property Boundaries***

It is very important that you determine the exact location of your home site prior to constructing fences, installing landscaping or making any other improvements to your property.

## ***What to Look For***

The rear corners of your home site are generally marked by a steel bar or pin one (1) foot in diameter. This steel property pin should have a plastic cap indicating the registration number of the land surveyor supervising the placement of the pin. The top of the pin should be visible, or within approximately six (6) feet of the ground surface. The side property lines are indicated by a cross in the concrete or a one (1) foot brass disk at the front of your home site. These crosses and/or disks are usually in the curb line of the street.

## ***Where to Look***

You will find that a wooden stake bearing the lot numbers to which that particular pin applies marks rear property pins. A steel fence post further protects them. Both the stake and the fence post will usually be placed within approximately two (2) feet of the property pin. Crosses and/or disks marking the property sidelines will be found in the sidewalk, the curb or the gutter. Please be aware that these crosses and/or disks do not mark the actual front boundary of your home site. The actual front property boundary is generally located at a point behind the sidewalk in the front yard. The distance from the crosses and/or disks to the property corners varies with the street size and community. This distance can be found by measuring the dimensions of your home site from the rear pins, and then noting the distance remaining to the front cross and/or disk.

## ***Placement of Fence***

Once the correct pins, crosses and/or disks have been located on your property, a string line can be stretched between them to determine the proper alignment for a fence. It is a good idea to place your corner fence posts slightly inside your home site from the property lines. Also, please note that since the pins are also the property markers for your side neighbor's home site, you and/or your fence contractor should leave the pins undisturbed. This procedure may vary by community; therefore, you should refer to your Design Guidelines. You may also contact your New



Home Counselor should you have any questions.

**Important Note:** *Since the distance from the front crosses and/or disks to the property varies from street to street, and since various city and county regulations apply to the distance inside the property within which a fence may be built, you should contact your city and county zoning or building department for the necessary permits and information.*

## **Fence Installation – Community Specific**

So that we can complete fence installation in a timely and cost-effective manner, Oakwood Homes reserves the right to schedule installation of fences on a number of homes at a time that complies with our scheduling needs and requirements. If your home comes with corner fencing, it will be installed either before or after the closing, at Oakwood Homes' discretion. If not previously installed, the fence will be installed by Oakwood Homes as promptly after the closing as our scheduling permits, subject to weather and other causes beyond our control.

## **Installing Your Own Fence**

When installing your own perimeter fencing, be aware that it must be installed within your property line and must not encroach on the boundaries of an adjacent home site. However, there may be some community-specific exceptions to the placement of fences. All fencing must be approved by the Architectural Review Committee. Be sure to contact your utility and cable companies before digging.

**Important Note:** *No portion of a fence may be outside the limits of your property line. Under no circumstances may you make any arrangements with your potential neighbors to install fencing located on or encroaching upon the property you are purchasing from Oakwood Homes until after the closing of your home and the respective closing of your neighbors' homes. This is due to the strict requirements that must be adhered to in the transfer of title from owner to purchaser. A title cannot be transferred if an encroachment exists.*

**Important Note:** *If any encroachment occurs, the adjoining property owner has the right to have the fence removed at your expense. If you install a fence that encroaches onto Oakwood Homes' property, the fence will be removed by Oakwood Homes at your expense.*

## **Side Yard Easements**

Side Yard Easements, also referred to as 'Use Easements,' may exist in some communities, and may affect the placement of your fencing. Please refer to your Sales Agreement and plot plan for additional information.

## **Utility Boxes**

Your Easements (see above) may include the placement of utility (telephone, cable, and electric) boxes on your property lines. If you encounter any problems with these boxes, or see that they are sinking or damaged, contact the appropriate utility company as soon as possible. Please note that these boxes are installed by the utility companies and the locations are not determined by Oakwood Homes.

## **SOILS SUMMARY REPORT**

Virtually all soils along Colorado's Front Range contain some degree of expansive potential. The Special Bulletin No. 43 delivered with this manual—as well as references in this manual to foundations, basements and grading—are intended to inform you of some of the challenges confronting all homebuilders in this area and to provide you with home-maintenance recommendations.

In addressing soils with expansive potential, Oakwood Homes follows specific procedures for foundation design that are founded upon accepted industry standards, directions from geo-technical engineers whom we believe to be qualified, and our extensive experience. Our procedure begins with commissioning a geotechnical engineer to



complete a subsoil investigation for each Oakwood Homes community in which we build. Foundations are then designed by a structural engineer to support design loads and resist heaving forces of the soil types exposed in the subsoil investigation. Supported by the data from the subsoil investigation, a soils engineer will physically inspect the soils on each home site prior to home construction and recommend the proper foundation type for the home. A Soils Summary Report and Analysis, with respect to the community in which the property is located, will be supplied to you with your Purchase Agreement.

The type of foundation for your home will depend on the foundation recommendation made by the engineer upon their inspection of the specific home site you are purchasing. Oakwood will provide you with a copy of the engineer's foundation recommendation.

## ***Expansive Soils***

The subject of this section is Swelling Soils—also known as **Expansive Soils**. In certain areas of the country these soils may underlie a home. They can cause severe damage to the foundation and other parts of the structure. This section will describe in detail how Oakwood Homes has taken steps to eliminate these potential problems through proper engineering and construction techniques. Later, you will learn how you, the homeowner, can safeguard your investment for years to come by adhering to a few basic maintenance procedures. For now, please be aware that many of the precautionary systems incorporated into the design of your home can be defeated. Problems may arise from improper landscaping techniques, improper construction in the finishing of basement areas, and neglect in maintenance. Among the most frequently observed detrimental conditions within your control are:

- neglecting to maintain proper drainage through sufficient slopes away from the foundation.
- failing to keep gutters and downspouts unobstructed, or the removal of downspout extensions, which direct water away from backfill areas.
- inadvertently changing lot-drainage patterns through improper placement of fences, patios, retaining walls, gardens, sandboxes, or other obstructions that can cause water to pond.
- selecting the wrong species of trees, shrubs, and other vegetation for the location and climate.
- planting vegetation with high moisture requirements too close to the foundation.
- locating irrigation equipment too close to the foundation, and excessive watering of live material.
- failing to maintain exterior concrete walks, drives and patios. Minor cracks may develop in concrete, which can readily be sealed. Unattended, cracks in concrete provide access for water and accelerate the rate of deterioration to the surrounding concrete and saturation of sub-soils. These conditions can also occur due to the use of salt or de-icers.
- failing to install landscaping in a timely manner after closing, resulting in erosion and washout.
- employing improper construction techniques in the finishing of basement areas. Most common errors negate the intent of the 'floating' basement slab design and special partition provided in wall framing. These and other points will be examined more closely in the pages that follow. We hope that you read this carefully. The more you know about your home, the more you can help protect it through proper maintenance.

## ***What Are Swelling Soils?***

Simply put, swelling soils are those containing montmorillonite clay minerals that take on water and expand. Conversely, if water is taken away they shrink. A sample of pure montmorillonite provided sufficient water increases up to



fifteen (15) times its original volume. While most soils containing montmorillonite will not expand more than thirty-five (35) to fifty (50) percent in volume, it is this expansion in volume that causes the pressure and movement leading to foundation, slab, and other swelling-soil damage. The amount of volume change that can take place depends on several factors, including:

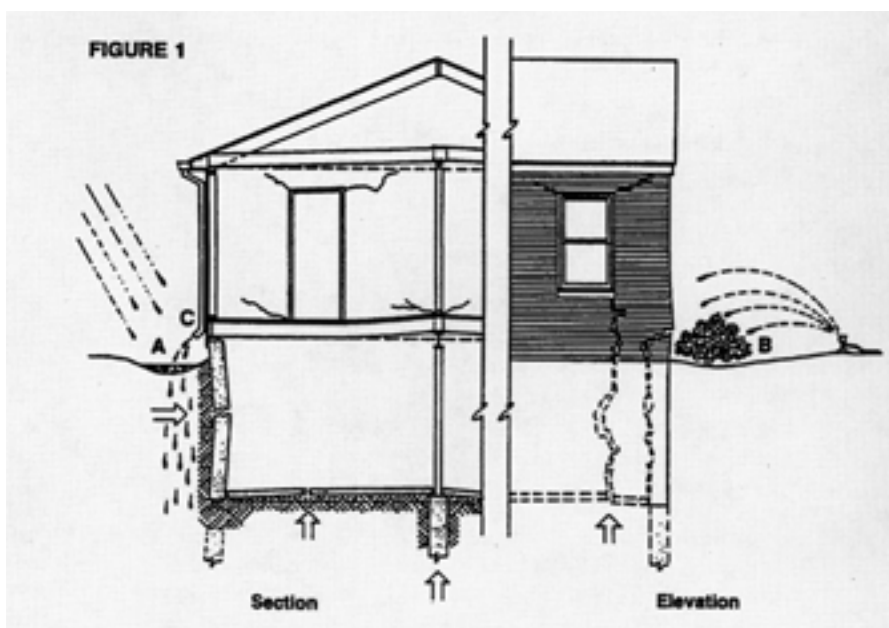
- the amount of expansive clay in the soil or shale.
- the type of minerals in the clay.
- soil density.
- water tables that rise due to 'Acts of God.'
- the amount of structural loading.
- the amount of moisture change.

For example, assume a home is built on expansive soil, which has sufficient moisture to be in an expanded state, and the optimal moisture content is maintained over the life of the home. Little movement or damage would occur. Such ideal conditions, however, are rarely achieved. Many factors, such as changes of grading, planting of trees, shrubs, and lawn, watering and climate patterns contribute to changes in the amount of moisture available to the soil.

### ***How Do You Know If Your Home Is Built On Expansive Soils?***

Soils samples have been taken and subjected to testing in a laboratory under controlled conditions. Recorded data obtained onsite during the soils sampling and the laboratory results have been evaluated by a licensed professional engineer to determine if swelling soils exist. If they do, they must determine the amount of swelling that can be anticipated. The engineer's conclusions and recommendations are the basis for the type of foundation placed beneath your home, as well as other precautionary construction details designed for movement.

If swelling soils exist beneath your home, Oakwood Homes has provided you with a copy of the soils report and a description of steps taken during the building of your home to minimize damage due to potential swelling. Let's look at an example of how a home can be seriously damaged by the action of expansive soils when several of these factors are involved (See Figure 1).





The home shown in Figure 1 is constructed on a typical form of foundation design used in moderately to highly expansive soils: Concrete walls (designed to act as beams) supported by and anchored to piers—drilled to a depth below the ground where seasonal moisture changes—will not affect the soils. A steel column supporting a beam or girder that supports the floor above and a concrete basement floor slab.

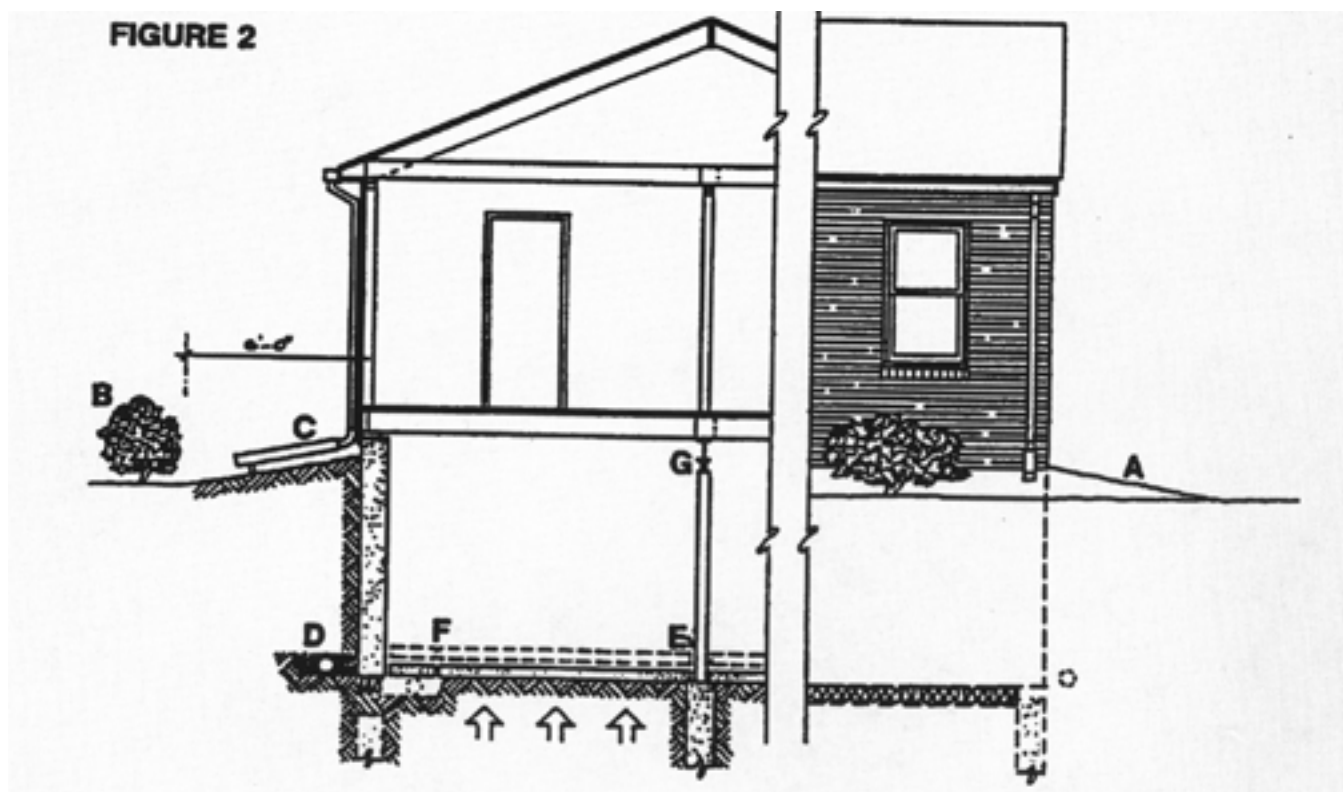
Let's look at the problems:

- A. Poor grading prevents the ground from sloping away from the foundation, which allows water to collect at the foundation wall.
- B. Foundation plantings being watered by a sprinkling system are too close to the foundation.
- C. A downspout is discharging at the foundation, rather than being diverted away by an extension and/or splash block. Extensions may have been provided, but were removed or left tipped up.
- D. Heavy rains or 'Acts of God' may further weaken the foundation.

Water soaking into the soil has caused the expansion of the soil exterior to the walls, as well as under the walls and basement slab—expanding and exerting pressure both horizontally and vertically. In the section shown, this expansion has buckled the wall inward. In the elevation, upward pressure has cracked the foundation vertically. Pressure from beneath the slab has caused it to rise and buckle and has caused uplift of the column, raising the center of the house and causing damage to the floor, walls, ceiling and roofing system.

### ***Can You Build Safely on These Soils?***

Yes. There are construction techniques that your builder has adopted to address the problem. The next illustration (Figure 2) is essentially the same house as the one above (Figure 1), but with some extremely important differences:



- A. The land slopes away from the foundation. Again, there are no flat lots!



- B. Shrubby requiring low moisture is located away from the house and is hand watered as needed.
- C. Downspouts have extensions above the ground, and are fixed in place to direct rainwater away from the house.

Several construction details have also been changed:

- D. A foundation drain is installed to remove any water that might reach the basement level.
- E. The concrete floor slab has been installed to 'float.' It is isolated from the walls and the interior column so that, theoretically, as it is raised by soils expanding (see dotted line), it does not bind for 'hand up' and damage the walls or lift the center column and damage the home.

Also shown are two additional precautions taken:

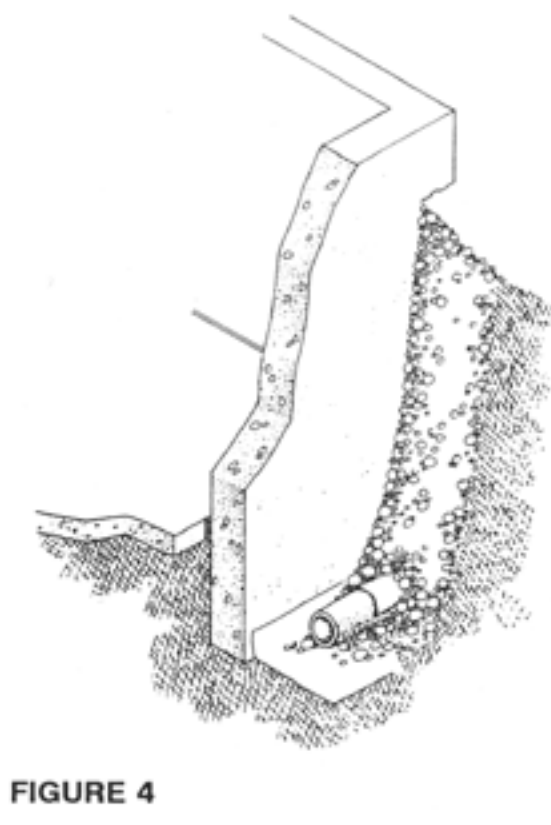
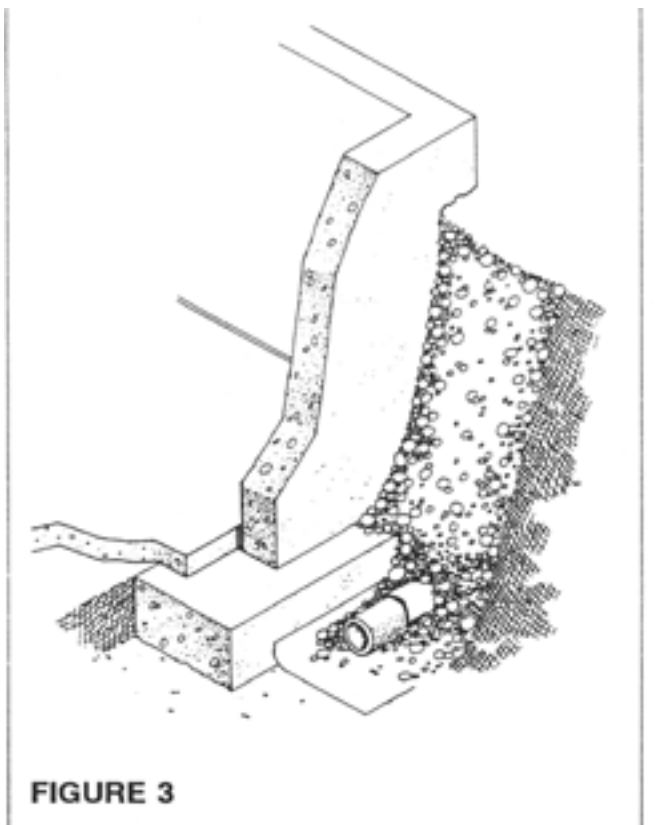
- F. Control joints in the slab will minimize damage to other parts of the home should severe swelling occur.
- G. The interior column has been fitted with an adjustable screw jack to allow for correction of any heave.

## ***Building on Expansive Soils***

There are some state-of-the-art foundation designs, construction methods and standard details that can be used to minimize the damage to your home, illustrated above. These and other ideas presented later are based on engineering and experience, and are typical of some designs currently utilized in your area. There may be other designs available—however, these are the most commonly used.

### Step One: Determination of Expansiveness and Foundation Design

Through onsite observations and laboratory test results of soils samples taken from the site, determinations can be made by an experienced soils engineer on the relative expansiveness of the soil, and recommendations can be made to the architect or engineer designing the foundation. In soils classified as, or determined to be, non-expansive or of extremely low swell potential, the most common design used is continuous spread footing (Figure 3).





Depending on current or predicted site conditions, a perimeter drain, as shown, is installed if applicable. For soils ranging from low to moderate swelling potentials, designs such as those pictured in Figures 4 and 5 are often used to concentrate the building loads to resist the swelling pressure of the soil. Figure 4 depicts an extended bearing wall. Unlike the spread footing of Figure 3, which distributes the weight over a wider area, the footing wall concentrates it.

Figure 5 shows a method of further concentration. The weight is carried entirely by the 'pads.' The bottom of the wall between the pads is kept above contact with the soil by a product known as a collapsible void (visualize a corrugated cardboard box). It is carefully installed to prevent collapse during construction. The void material will compress to allow expansion of the soil, should it occur, between the load (weight carrying) pads.

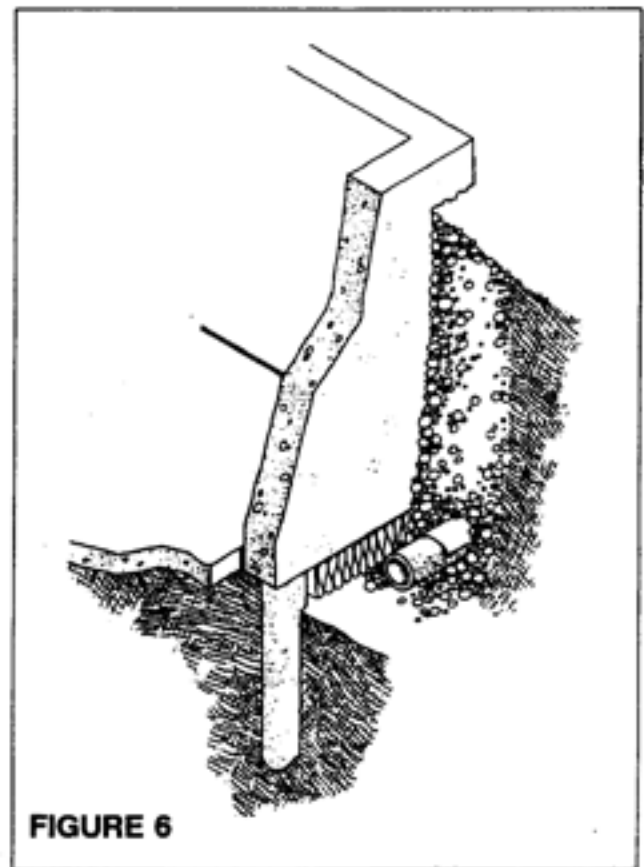
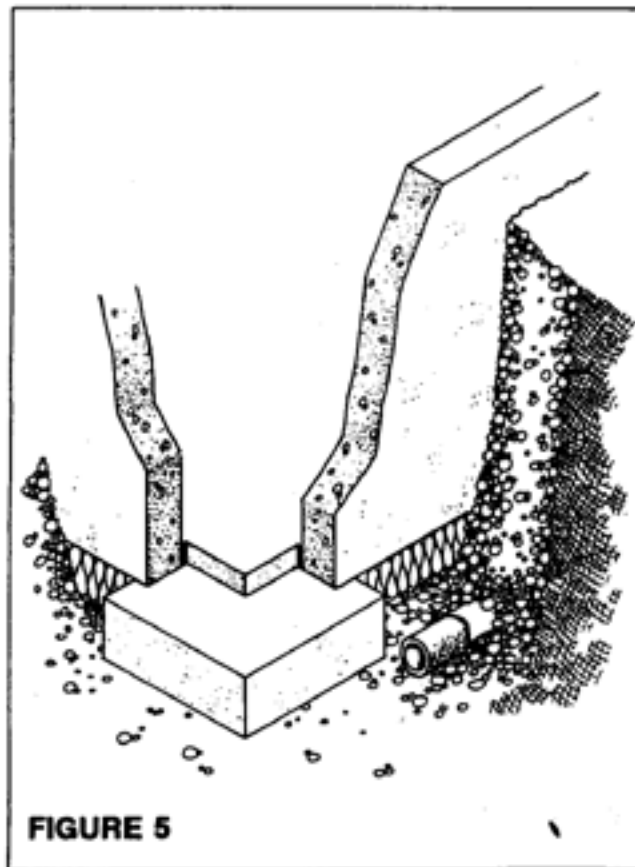


Figure 6 illustrates the most generally recommended foundation for soils classified as moderately to highly expansive. This is a drilled pier and grade beam design. Based on the engineer's calculations for size and spacing, holes are drilled deeply into the soil—into underlying rock or well below the zone of soil predicted to be affected by seasonal moisture changes. The holes are filled with concrete and reinforced with steel rods. The rods extend above the piers. On these piers, the basement walls or grade beams are built with steel-rod reinforcement. This provides anchorage between the piers and the walls, and provides the strength to resist horizontal and vertical pressures against the walls. As in Figure 5, void space is designed beneath the walls between the piers to concentrate the weight of the house on the piers and to isolate the bottom of the walls from the soil.

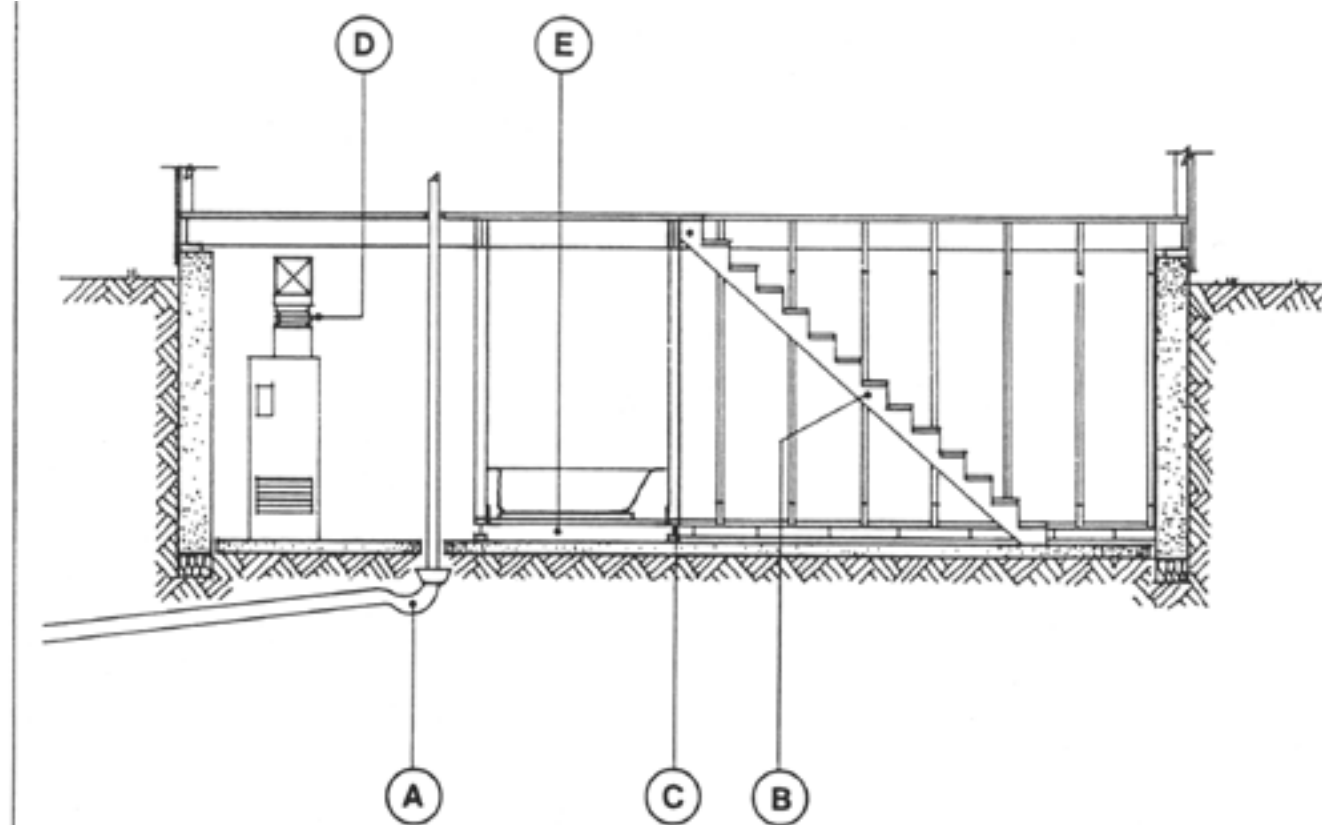
#### Step Two: Interior Design Details

Unlike the foundation, which is designed and built to resist pressure, other portions of your home have been constructed or installed to be flexible, in order to move with the soil as it expands or shrinks. The principal item in this category is the floating floor slab in the basement, garage, or other areas where slabs are resting on the soil. As described earlier—the slab is 'isolated'—kept from direct contact with the walls and other weight-carrying items such



as steel columns. While some cracking can be anticipated, the slab essentially can float—rising and falling—without causing damage to the structure.

It likewise follows that any other utilities passing through the floating slab must be isolated or otherwise flexible (Figure 7):



**FIGURE 7**

- A. Sewer lines, vent lines, and other utilities passing through the slab are isolated.
- B. Stairs to the first floor are floated by a hinged connection to the first floor joists and rest with no connection on the slab.
- C. Interior non-load-bearing walls forming rooms or enclosing the stairway are hung from the framing above, leaving a void space between the wall and floor.
- D. Flexible connections are used between the furnace and ductwork and all service lines.
- E. The basement tub or shower is hung from the bottom-voided framing.

#### An Alternative Design Detail

Whereas the home in Figure 7 employs a floating slab, a more recent development in expansive soil construction technology has been the introduction of the structural wood floor system. Your home may be constructed utilizing this system, which can readily be identified by the difference in materials. The floating floor system is a concrete floor, and the 'structural' is a wood floor. There can be exceptions. There are floating wood floor systems and structural



concrete floor systems, but these are not generally seen. Oakwood Homes may decide to employ the structural wood floor system, depending on recommendations from the engineer pursuant to site and soil conditions.

The structural wood floor is by definition a structural element. Therefore, it is not designed to either rise or fall, as is the case with the floating slab. The floor is suspended from the concrete foundation wall and supported by a system of beams and floor joists. The floor achieves isolation from the normal movement of soil material underneath by means of a voided area directly underneath. If you have such a floor, you may have an access cover that enables you to inspect the area underneath the floor. You will find a minimum clearance between the floor and soil, as established by local codes in your area for crawl-space configurations. In fact, that is exactly what the structural wood floor is: a crawl-space design at a below-grade level. Since your builder has exercised a great deal of care in the design, engineering and construction of the basement areas of the home, either the floating or structural system will perform well. Problems resulting from improper maintenance as discussed in this section could impact either system. Generally, site conditions determine which design is appropriate. The structural wood floor does have certain advantages if you later proceed to finish off this space. Conventional framing techniques can be utilized and the final result will feel more akin to the upper sub-floor levels by virtue of it being the same type of wood construction.

## ***BASEMENT FLOORS AND FINISHED BASEMENTS***

The type of basement floor in your new Oakwood home is based on the recommendation of Oakwood's geo-technical engineer, and their recommendation is based in part on the type of soil at your home site. The qualities of the soil—including its expansiveness—are thoroughly tested, and a qualified geo-technical engineer gives a recommendation as to the type of floor. When site conditions permit, concrete floors are installed in basements. Wooden structural floors are installed when the soil conditions do not permit concrete floors. Concrete basement floors rest on the soil and are approximately four (4) inches thick. The floors are poured independently of the foundation walls and are separated from the foundation by a felt expansion joint, allowing for floor movement. Since the basement slab is allowed to move, equipment such as the furnace and water heater have flexible connections to prevent damage. A slip joint also isolates plumbing pipes running through the slab. Control joints are finished into the floor to control surface cracking. Slight vertical movement of the slab can be expected, and a small amount of surface cracking or movement is to be expected. The most common causes of movement are settling and/or heaving of the sub-surface soil. Maintaining proper surface drainage away from the foundation can minimize both. Perimeter foundation drains and sump pits (as well as sump pumps, if needed) are installed in some, but not all, Oakwood homes to help control ground water that could affect the structure.

***When finishing your basement on a concrete slab***, all framing should have a void at the bottom of the wall to allow for movement. This is commonly called a floating wall because it is fastened at the ceiling. Its purpose is to prevent damage to the structure above. You should obtain a building permit from your local building department prior to finishing your basement, and have all aspects of the construction inspected to ensure that any movement of the floor will not cause a problem. Structural floors are installed in basements of Oakwood homes when recommended by a qualified geo-technical engineer. The foundation depth on homes with structural floors is an additional two (2) feet to accommodate the framework that is attached to the foundation wall. The design of your basement floor is very similar to the floors in the upper levels of your home but may contain steel joists and sheathing. The steel joists would be approximately eighteen (18) inches above the ground, creating a crawlspace below. We use both steel and wood floor joists.

***Finishing of structural floor basements*** does not require floating-wall framing like the concrete slab floors do. However, as with any remodel or addition to your home, a building permit should be obtained and all construction inspected.



**Important Note:** Please pay careful attention to water supply lines when finishing your basement. They should be well insulated from the exterior wall to prevent them from freezing during unusually cold temperatures. If these precautions are not taken, damage to waterlines and finished areas will be your responsibility. Install a grill at the top or bottom of any box for water lines so that warm air is allowed to circulate. As with any addition or improvement to your property, proper construction practices should be utilized. Structural problems resulting from work on your home by persons other than Oakwood contractors will not be covered under your home warranty (see the Home Warranty Section in this manual).

## **Ground Fault Circuit Interrupters (GFCI Electrical Outlets)**

The 1987 National Electric Code requires that all 120-volt, single-phase, 15- and 20-ampere receptacle outlets that are installed outdoors—and in bathrooms, kitchens and garages—have a (GFCI) to protect a person from ground-fault currents. You will be shown their location during your New Home Demonstration. These are special circuit breakers that are designed to break the flow of electricity in the event of a short circuit, preventing dangerous electrical shock. When this occurs, the GFCI outlets must be reset according to the manufacturer's instructions (see the Home Maintenance Section of this manual).

**Important Note:** Do not plug appliances that need continuous power—such as air conditioners, freezers, landscape timers and refrigerators—into GFCI outlets. Any losses due to power outage will be the homeowner's responsibility.

## **Arc Fault Circuit Interrupters (AFCI)**

The 'AFCI' is an electrical device designed to protect against fires caused by arcing faults in the home electrical wiring. Presently, AFCIs are designed into conventional circuit breakers, combining traditional overload and short-circuit protection with arc-fault protection. They are on all bedroom circuits installed by Oakwood Homes. The AFCI serves a dual purpose. Not only will it shut off electricity in the event of an 'arcing fault,' but it will also trip when a short circuit or an overload occurs. It provides protection for the branch circuit wiring and limited protection for power cords and extension cords. AFCIs have a test button and look similar to ground fault circuit interrupter (GFCI) circuit breakers. They should be tested once a month to ensure they are working properly and providing protection from fires initiated by arcing faults. The test button is located on the front of the device in the main electrical panel. If the device does not trip when tested, the AFCI is defective and should be replaced.

## **THE IMPORTANCE OF GRADING**

Prior to the construction of your home, the elevation—the height of the finished first floor above the immediate surrounding land—was established. This height was established to make certain that the slope of the land was adequate to drain water away from the foundation. Obtaining and maintaining this slope is critical. It is recommended that this slope be a minimum drop of six (6) inches from contact at the foundation wall to a point five (5) feet away from it. Water must not be permitted to flow against or puddle adjacent to the walls. Oakwood Homes will have established this initial grading from the home (documented on the Final Grading Certificate) to direct surface water to streets, storm sewers or areas of disposal. Other possible grading features on the property are swales, draining channels or depressed grading. **Once established, these must be properly maintained by you.**

## **Retaining Walls**

Retaining walls are installed on a lot-by-lot basis when required by the grade and civil engineer. Oakwood Homes will install a retaining wall when the slope of the grade is thirty-three (33) percent or more.

## **Before You Plant or Install Irrigation**

If your home is built on potentially expansive soils, you and Oakwood Homes may have invested thousands of dollars in additional costs for precautions to prevent and minimize potential problems. All of this could be destroyed by:

- changing the established slope that directs surface water away from your foundation.



- improperly selecting and placing plantings in relation to the home.
- poorly installing sprinkler system.
- installing retaining walls and burying downspouts.

## ***What Can You Do?***

First, check to ensure that the soil slopes away from the foundation. If it does not, please contact Oakwood Homes. It is the builder's responsibility initially to establish the grading and to fill settled areas. This will happen one time only during the first year of the limited warranty period. You will generally be required to remove landscaping affected by the placement of additional fill. Thereafter, it becomes your responsibility to maintain it.

You should continue to check the slope frequently during the first few years. Further settlement may occur due to the consolidation of earth that was placed against the foundation after its construction. Fill any depressions that occur. Watch for settlement that reverses the drainage away from foundation, as well as telltale signs such as puddling after rains. Before planting, consider the impact to the land adjacent to the foundation. If one is not initially installed by Oakwood Homes, consider a sloped bed of decorative rock, gravel or bark mulch, about three (3) inches in depth, installed over geotextile fabric or plastic sheets, and extending out a minimum distance of six (6) feet from the foundation line. This increases surface runoff at the most critical areas immediately adjacent to your foundation. You may utilize a geotextile fabric or equivalent breathable membrane, such as Mirafi 140S. It is important that a high-quality non-woven material be used that is not subject to rapid deterioration if exposed to ultraviolet radiation. This type of membrane will control weeds and retard water infiltration, while still allowing the soil underneath to dry normally through evaporation.

The use of plastic sheeting is more common, but is less preferable because it tends to trap moisture and prevent evaporation. Nonetheless, if plastic is to be used, it is important that there be no holes or gaps in the sheets. The material should be overlapped at least one (1) foot and should be glued to the foundation wall just above grade with a waterproof adhesive such as PL 400. This will prevent water from finding its way around the plastic and soaking the soil adjacent to the foundation. Gluing and lapping the material would also be advisable with the geotextile fabrics. Watch also for weeds or vegetation that might penetrate the material. This could indicate either tearing or deterioration of the fabric, eventually requiring replacement.

If plastic or metal edging materials are used to define the rock, gravel, or mulch bed and lawn boundary, ensure that they do not block the flow of surface drainage. It is not uncommon to witness a dam effect at this lawn and dry-landscaped border. Where possible, it is desirable to eliminate the edging entirely. At a minimum, gaps should be left in the edges or holes drilled for drainage. Ensure that gaps or holes are at a level where drainage will occur, and that there are no protruding sharp edges that may be a hazard for people or pets. At this time also check to make sure your downspout extensions still run beyond the edging into lawn areas or drainage swales. Where this is not the case, additional extension material, which is readily available at hardware stores, is recommended. Under no circumstances should you ever remove the roof drainage downspout extensions to water flowerbeds, shrubs, or other vegetation. **During torrential rains, a single downspout can discharge at a rate upwards of 500 gallons per hour.** Failure to properly direct this water away from your foundation is a recipe for disaster.

## ***Recommended Rules For Planting***

Do not plant any shrub, groundcover, perennial or bedding plant closer than five (5) feet from the foundation to the center of the plant. Moderation in the number of plantings and use of only those requiring minimum moisture is advised. Where rock or decorative gravel covering has been used, plantings must be tolerant to heat and sun-scald



from reflected sunlight. Suggestions include, but are not limited to: yarrow, sedums, potentilla, mountain common juniper, and creeping juniper. Determine the mature height and spread of trees that you intend to plant, and plant them at a distance equivalent to at least half of their mature spread away from your home. Even small ornamental trees should be located at least ten (10) feet away from the foundation. Keep lawn and turf grass areas at least five (5) feet away from the home.

## ***Lawns***

The effective use of sprinkler systems is the key to maintaining lawns on an expansive soils base. Underground automatic sprinkler systems are required and are effective for watering. Learn about your lawn. Your soil composition and grass type determine the proper water delivery system. In our zeal for that lush green lawn, many lawns are over-watered. Follow the recommended watering guidelines established by the city and county in which you live. Shut off sprinkler systems when precipitation makes them unnecessary. Keep an eye on the condition of the turf. A rotting (and subsequent weakening) of the root system can result from over-watering. Too, this will often lead to a dependence on excessive watering levels. During the heat of the summer months, this will manifest in the lawn's inability to survive without continued excessive volume and frequency of watering. Examples have been found that indicate over two-hundred (200) inches of watering when correlated with water-meter readings. This is five (5) times the amount of watering that the thirstiest of turfs should require.

## ***Guidelines for Irrigation***

Do not install spray heads, rotors (low-pressure spray heads), bubblers or similar sprinklers within five (5) feet of your foundation. Watch to ensure that no sprinkler, regardless of location, is installed in such a way that the water spray pattern falls within five (5) feet of the foundation.

Keep all piping for your sprinkler system running parallel to your building line, a minimum of ten (10) feet from the foundation. Sprinkler heads located between five (5) and ten (10) feet from the foundation should be supplied by laterals from the main line perpendicular to the building line.

## ***Plantings***

All plant material located within five (5) feet of your foundation should be hand watered or drip irrigated (Drip irrigation does not include bubblers or low-pressure spray systems of any kind). If you are hand watering, it is advised not to use a hose, as this generally results in too much water running against the foundation. Again, if you have followed the recommendations of only minimal planting with low-moisture requirements, little or no water will be needed. By following the recommended use of planting types, vegetation should have developed sufficient root systems after the initial growing season to discontinue supplemental watering. Your choice of plantings, the type of turf grass for your lawn areas, your soil preparation, and irrigation methods all have significant effects on water usage. Mistakes can be costly and detract from the value of your home. We recommend that you seek the assistance of a qualified landscape architect familiar with landscaping criteria in your area. If you wish to design your own landscaping, please refer to your Design Guidelines for approved plant materials. You can also get help from your County Extension Agent in choosing the most appropriate installation methods. Check your local phone listings.

## ***Care and Maintenance***

With any home, there are numerous homeowner maintenance and care requirements. Some are routine, some are seasonal and some are required only as problems arise. With homes built on expansive soils, even some of the routine maintenance items are critical in avoiding costly damage to your home. We have illustrated some of the precautions taken during the construction of a home in expansive soil. Methods may vary.

Some of these are covered by later construction stages, or not immediately evident. These include:



- floating slabs
- floated stairs
- voiding material under foundation walls and void space under any wood frame partitions resting on floating slabs
- isolation of utility piping passing through the basement floor
- foundation drainage systems, if applicable

These items, with the exception of the foundation drain and wood frame partition voiding, normally do not require maintenance on your part. The partition voiding was illustrated in Figure 7, diagram C, which refers to the distance between the bottom plates of a non-bearing wall in a floating slab basement area. With the exception of an occasional examination, it really does not require any maintenance. If soil movement causes the two plates to draw closer together to the point at which the gap is eliminated, the void is said to have collapsed. It is important that the void then be re-established, which is readily accomplished through a simple framing modification. The wall studs will have to be shortened to allow for a minimum plate gap; contact Oakwood Homes for information on this procedure.

Where applicable, all drain systems have a sump pump pit, as either the primary discharge mechanism or to bypass or support a gravity out-fall system. Check periodically to see if water is standing in the pit to the bottom level of the inlet drain. To minimize any potential damage that may occur, check the pump operation periodically. If the system discharges to daylight (an outlet somewhere on your property), keep the pipe end unobstructed. You are encouraged to purchase and install an alarm system for the pump in case of pump failure. These can be purchased at any home-improvement store.

***Important Note:*** If your home originally has an unfinished basement and you later choose to enclose the stairs, build dividing walls or even add finishes such as paneling or drywall to the existing walls, be certain to allow void space beneath the framing or furring.

## **Maintenance Requirements**

The axiom is to keep water away from your foundation. To do this:

- Check the ground around the foundation during rains. Fill in low spots with dirt so that water drains away from your home.
- Keep downspout extensions and/or splash blocks in place.
- Keep your house gutters and downspouts clean and in good repair. Overflows can be dangerous to the health of your home.
- Do not change the grade of the soil away from your foundation by guiding planters, raised beds or retaining walls.
- Be certain that all paving or patio slabs abutting your home slope away from the foundation. Check seasonally that they remain that way.
- Be cautious in your planting of trees, shrubs, and plants (see guidelines in this section).
- Do not water your foundation. Sprinkle properly.
- Avoid over-watering.



## LANDSCAPING, DRAINAGE AND GRADING

Oakwood Homes establishes the proper grades and swales for drainage of your home site. **Maintenance of the grading will be your responsibility after closing.** Grading certificates, which indicate the approval of a qualified engineer, are provided to you to guarantee that the grading has met the requirements.

Standing water for extended periods of time is not unusual in low-lying areas. This may be due to over-watering of sod or excessive discharge of sump pumps, where applicable. Conditions such as these are beyond Oakwood's control. You will provide any additional drainage improvement installed on the site to control problem areas at your discretion. It is extremely important not to change the drainage patterns around your home when you install a fence or maintain the landscaping. **The homeowner is responsible for maintaining drainage.**

If you contract with a landscaper or other agent to work in your yard, please explain to your contractor that Oakwood Homes will not be responsible for damage caused by changes of the grade or drainage pattern of the home site; for example, retaining walls and back fill areas around the foundation. Improper drainage can cause serious damage to your home, including the concrete foundation, driveway, walkways, fencing, nearby properties and common areas. **You will be responsible for such damage to your home, your neighbors' homes and nearby properties if such changes are made to the drainage and grading of your home site.** The homeowner is responsible for maintaining grade, swales and landscaping features on unfinished areas after closing. It is important to install your finished landscaping, per Design Guidelines, **as soon as possible** after the final grading has been approved to minimize erosion of the soil which can alter the drainage patterns that were provided by Oakwood Homes.

### Sump Pumps

Sump pumps and sump pits are installed in some Oakwood homes as needed. The pit is connected to the perimeter foundation drain. Ground water is collected in the perimeter drainpipe and is carried to the sump pit. As the water level rises in the pit, a float activates the pump (if installed) and water is discharged to the exterior of the house and away from the foundation at the sump-pump discharge pipe. Please make sure that the discharge pipe is always connected and is taking water away from the house. **Never slope the pipe toward the house or block the end of the pipe with dirt or other landscape material.** Ground water varies from site to site, and the amount of surface water due to watering of sod and precipitation will affect the amount of water collected by your perimeter drain system. Some pumps will discharge often and some not at all. There is no normal water level in your sump pit or normal rate at which the pump discharges.

**Important Note:** *It is important to keep the drains in the window wells clear and unobstructed. During heavy rains, ice storms, and heavy snowfall, make sure the drains are clear of mud and ice to prevent water from building up in the window well and seeping through the window tracks. For sump-pump maintenance, see the Home Maintenance Section of this manual.*

## IN CONCLUSION

We have attempted to make you aware of the potential problems that can arise with homes built on expansive soils. Although we have taken all of the prudent precautions (including those detailed herein, as well as other methods of construction), it is your continuing upkeep and care that can keep your home trouble-free.





HOME WARRANTY



## **PURCHASER'S NOTIFICATION FOR WARRANTY EXCLUSIONS**

When you sign the contract for the purchase of your new Oakwood home, Oakwood will provide you with a sample copy of its Home Builder's Limited Warranty. Shortly after closing you will receive in the mail the Home Builder's Limited Warranty (PWC Form No. 117) and the Limited Warranty Coverage Validation Form from Professional Warranty Service Corporation (PWSC), the program administrator. Read these warranties and warranty exclusions in the Home Warranty Section of this guidebook carefully, as they describe what is included, and what is not included, in the Oakwood Limited Warranty.

## **HOME BUILDER'S LIMITED WARRANTY**

Your new home is a product of excellent architecture combined with skilled workmanship and quality materials. We are proud of your new home and feel our emphasis on quality will provide you a Property of increasing value and enjoyment through the years.

In addition to our Home Builder's Limited Warranty, Oakwood Homes provides each homeowner with Oakwood's Customer Care during the one (1) year period from date of closing. Our One-Year Oakwood Customer Care Program provides customer service on behalf of Oakwood Homes. Inclusions and exclusions to services performed are outlined later in this section.

**Special Note:** *Some appliances, equipment and other components in your home are not warranted by Oakwood but are covered by separate warranties provided by the supplier or manufacturer. In the event that you made a claim under one of these warranties without response, Oakwood Homes would assist you in attempting to resolve the problem with the manufacturer or supplier (see "Manufacturers' Warranties" later in this section).*

## **OUR WARRANTY COMMITMENT TO YOU**

Our warranty commitment to you is easy to understand and is based on common sense. It begins with our understanding of your point of view as a new homeowner. You should expect:

- a clean home that is complete and free of Construction Defects in workmanship and materials at the time of closing,
- a home that functions properly, and
- a builder who arranges for Construction Defects to be repaired in a timely manner.

**Special Note:** *Oakwood Homes is not liable for any problems resulting from actions by occupants of the home or other visitors, or from ordinary wear and tear.*

## **THE IMPORTANCE OF HOME MAINTENANCE**

The materials used in the construction of your home are of high quality, but no building material lasts forever. However, most will give you years of service if they are properly maintained. For this reason, your new home deserves preventative maintenance on your part.

We want to help you understand how to prolong the life of your home through regular home owner maintenance. This includes, but is not limited to:

- Maintaining your yard drainage to divert water (as when watering flowers and shrubs) away from the edge of your foundation and other concrete surfaces. It is critical that bearing soils are not eroded away, which can cause structural damage to the foundation. Also, never bury any downspouts from your roof



gutter. Make sure they drain onto the lawn at least five (5) feet from the home.

- Keeping concrete surfaces free of salts (as used in de-icing), fertilizers and excessive weight, such as a moving van.
- Caulking control joints and any visible cracks in your driveway. Cracks are common in control joints and should be sealed in a timely manner to stop water intrusion under the slab.
- Inspecting the sealing caulk around doors and windows on an annual basis, and keeping lawn-watering devices away from your home's structure.
- Ensuring that you properly use the mechanical systems (heating, cooling, plumbing, electrical, waste disposal) in your home. Avoid plugging too many electrical devices into one circuit, clogging drains, placing undue weight on pipes or showerheads, etc.
- Properly maintaining all the components in your home, including appliances and finished flooring.
- Properly maintaining your entire home's finished surfaces. Wood surfaces require cleaning and sealing on a periodic basis based on manufacturer recommendations. Painted surfaces need to be cleaned and refinished. See the section on hardwood floors in the Home Maintenance Section for specifics.
- Making sure to use professionals who understand the load-bearing requirements of a change, and will make sure all structural alterations meet local building. Permits are required for building alterations.

## **PERFORMANCE STANDARDS AND GUIDELINES**

Please refer to the One-Year Oakwood Customer Care Program document for explanation of specific responsibility and coverage. The document refers to performance standards and guidelines that include our building standards. The Performance Standards section describes the tolerance of workmanship and materials within which your new home will perform. These standards are designed to help you, Oakwood Homes and, where necessary, an arbitrator assigned to rule on the presence of a Construction Defect to determine the validity of any request for warranty performance made under the One-Year Oakwood Customer Care Program. Please note that some of these standards specifically relate only to the first year of Oakwood's Customer Care program, not the entire coverage period for the Limited Warranty.

It is not possible to list every component of your home in these Performance Standards, so only the most common areas of concern are addressed. **During the first year**, if we do not enumerate a Performance Standard for a given item and if the Residential Performance Guidelines (published by the National Association of Home Builders) contain a Performance Guideline applicable to the item in question, we will utilize that performance guideline to determine our responsibility. To the extent that neither document contains a Performance Standard or Guideline for a given item in your home, Section III (Our Coverage Obligation) of the One-Year Oakwood Customer Care Program describes other factors that will be considered in determining our obligation.

**Special Note:** *The One-Year Oakwood Customer Care Program is transferable with the sale of your home. In addition, certain manufacturer's warranties will also continue to be in effect. Please review all warranties and warranty registration forms provided by the manufacturers to determine mailing requirements and warranty length.*

## **ADDITIONAL INFORMATION ABOUT THE WARRANTY**

To reiterate, Oakwood's warranty commitment is based upon the general expectation that your home is complete and free of Construction Defects. The home should function properly. If there are problems because of any Construction Defects in materials and/or workmanship, as described in additional detail in the One-Year Oakwood Customer



Care Program, our Customer Care will repair the construction defects with quality-ensured workmanship.

***Important Note:*** *Oakwood's Customer Care will not make repairs based on the opinions derived from independent inspections of your home, unless those items are specifically covered under the One-Year Oakwood Customer Care Program.*

The specific details, limitations and conditions of the One-Year Oakwood Customer Care Program are provided for you in the sample document inserted at the end of this section. If the Limited Warranty booklet is ever misplaced, a replacement can be obtained from:

Professional Warranty Service Corporation (PWSC)  
P.O. Box 800  
Annandale, VA 22003-0800  
Phone: 703-803-8230

## **APPEARANCE ITEMS**

Oakwood Homes warrants the following appearance items to be free from cosmetic deficiencies at the time of closing. Because these items can be easily damaged during your move in, you should make a thorough inspection to determine their condition at the time of your New Home Demonstration as they will not be covered after closing.

***Those items are:***

- Bathtub and sink finishes
- Cultured marble
- Tile
- All floor coverings
- All countertops
- All handle sets
- Lighting fixtures
- Luminous lighting panels
- Mirrors and medicine cabinets
- Plumbing fixture finishes
- Smudges or defects in painted surfaces
- Window/Sliding glass door screens, frames and glass
- Doors—interior and exterior
- Fireplaces
- Cabinets and drawers
- Doorknobs
- Bathroom fixtures
- Bathroom finishes including those on appliances, towel bars and rings, and toilet-paper dispensers.



**Special Note:** *A cosmetic deficiency is a material deficiency that is readily visible and substantial enough to affect the overall appearance of an item. An obscured or very minor deficiency is considered to be within building-industry standards. These items do not constitute a Construction Defect.*

## **MANUFACTURERS' WARRANTIES**

**Defects in appliances and other manufactured products installed in your new Oakwood home are covered by a separate manufacturer's warranty.** These items and others that may be included in your new home are considered to be Consumer Products, and are therefore not covered by the One-Year Oakwood Customer Care Program. We have assigned these manufacturers' warranties to you; please follow their procedures for warranty claims.

A warranty registration card for each appliance purchased with your new home is left in the home. As the homeowner, it is your responsibility to fill out the registration cards and mail them per the individual instructions in order to register your warranty.

If you find a defect in a manufactured product, contact the manufacturer directly. If you need help in resolving a complaint with a manufacturer, please contact Oakwood's Customer Care in writing for assistance and a Customer Care Associate will help you.

***These manufactured items may include, but are not limited to:***

- Air conditioner unit
- Appliances
- Vacuum systems
- Garbage disposal
- Furnace
- Smoke detectors
- Thermostat
- Intercom
- Garage-door opener
- Asphalt shingles
- Windows and sliding-glass doors
- Siding

## **OAKWOOD'S CUSTOMER CARE**

Oakwood Homes is proud of the home we built for you, and we look forward to working with you to ensure that you enjoy your new home now and in the future. Oakwood Homes has earned a solid reputation for being customer-oriented and building high-quality, energy-efficient homes.

If you have a question or concern, begin by reviewing this homeowner's manual. The Home Information, Home Warranty and Home Maintenance sections will answer many of the day-to-day questions you may have. Additionally, please review the One-Year Oakwood Customer Care Program for further information, and please do not hesitate to



call Oakwood's Customer Care if you need additional help or have any questions.

## **OAKWOOD'S CUSTOMER CARE HOURS**

Monday through Friday, 8:00 a.m. to 4:00 p.m. (closed on all federal holidays)

Our Trade Partners will make normal service calls to your home Monday through Friday, between the hours of 8:00 a.m. and 4:00 p.m. **Service calls may not be scheduled after normal business hours or on weekends.**

**All service requests must be made in writing. If you need to report an emergency in your home, please refer to the Emergency Contact Sticker located on the cabinet door under your kitchen sink.**

All other inquiries including those listed below should be emailed to Customer Care at [customercare@oakwoodhomesco.com](mailto:customercare@oakwoodhomesco.com):

- Questions that are not addressed in this book or the service manuals
- Questions regarding work for which a service request has already been made
- Questions regarding warranty coverage

## **THE "BREAK-IN" PERIOD**

Any new home—regardless of its price, quality or builder—will go through a break-in period of approximately one (1) year. Oakwood builds quality homes, but please do not be upset if, for example, a door sticks, or if you discover a minor crack. These are normal occurrences in new-home construction.

## **HOW TO DETERMINE IF A CONSTRUCTION DEFECT IS COVERED UNDER THE ONE-YEAR OAKWOOD CUSTOMER CARE PROGRAM**

Oakwood Homes provides you with the One-Year Oakwood Customer Care Program covering Construction Defects. In an effort to make things as clear as possible, and consistent with all of our homeowners, please refer to your copy of the One-Year Oakwood Customer Care Program section located at the end of this section. Additionally, specific Performance Standards clearly outline the area of concern, what action is required, or if the area of concern is considered typical homeowner maintenance. Please review these Performance Standards prior to making any requests for service.

## **HOW TO OBTAIN WARRANTY SERVICE**

Prior to closing, you will meet with an Oakwood Homes Customer Care Representative and they will give you a brief explanation of how Oakwood's Customer Care program works. Please review the One-Year Oakwood Customer Care Program booklet and our Performance Standards prior to completing your Requests for Service, as many items are considered general homeowner maintenance. We have found that this process eliminates repeat trips for minor items and allows our trades to support you more efficiently. It also reduces the amount of time you need to spend with service calls. Please remember that all requests for service must be in writing. This helps us keep track of your request through the process and protects you in the future by eliminating any uncertainty about what was done in the past.

Oakwood Homes requests that all requests for service be submitted by the owner or family of the owner of the home; renters should contact the owner before submitting to our Customer Care department except in the case of an emergency.



## ***30-Day Customer Care Introduction***

Before you close on your new home, Oakwood will schedule a meeting with a Customer Care Liaison at your home approximately thirty (30) days after you close. This meeting will be to review the process for submitting claims to Customer Care, as well as to explain in more detail about Homeowner Maintenance. If after you close (and before this meeting) you should find any non-emergency issues that need to be addressed, please write them down, and the Customer Care Liaison will review them with you and schedule a workday at the meeting.

For requests after the 30 Day Customer Care Introduction: once your request for service has been received, it will be logged and you will be notified when Oakwood's Customer Care department has received your request. Within forty-eight (48) hours of receipt, your request will be reviewed and a Customer Care Representative will contact you to arrange a time to inspect or repair the items listed on your request form. If any of the items on the form are not warrantable, you will be notified at that time. Often an inspection is necessary with an Oakwood Customer Care Representative or Trade Partner to determine if an item is warrantable. If after an inspection the items are deemed warrantable, Oakwood's Customer Care will schedule the appropriate Trade Partners to complete the necessary work. Upon notification, the Trade Partners have three (3) weeks during which to confirm the date and time of the follow-up workday. Our goal is to achieve one-hundred (100) percent completion of all open service requests at the follow-up workday.

## ***Service Order***

After your In-Home Review or inspection has been completed and all specific vendors have been selected, an Oakwood's Customer Care Representative will issue a Service Order to the specific Trade Partners. This will authorize them to perform the warranty service work. Once these Service Orders have been issued, all contractors are requested to appear on the scheduled date.

## ***Completing the Service Request Process***

Once the item has been satisfactorily completed, you will be asked to sign the Service Order so that the Trade Partner can return it to Oakwood's Customer Care Department for confirmation of completed work. This allows us to properly track each item. Please note that a particular item on your list may require more than one Trade Partner to complete the work. If, for example, an item requires three (3) Trade Partners, each of those contractors will have their own Service Order to complete and have you sign. You must be present during all work performed at your home, and someone eighteen (18) years of age or older must be present for the Trade Partners to enter the home.

For your protection, **do not rely on verbal agreements**. Always get them in writing. Do not assume that Trade Partners will communicate your needs to Oakwood's Customer Care in a timely manner.

## ***Property Damage***

With the amount of activity present during the construction phases of a new community, there are common problems that can arise. Therefore, we want to explain to you when Oakwood's Customer Care is, and is not, responsible for damages to any property.

Oakwood's Customer Care is responsible for damages that occur when a Trade Partner, or an Oakwood Customer Care Associate, is on your property at the direction of Oakwood's Customer Care. If this happens, notify Oakwood's Customer Care immediately. They will need the following information:

- Date of occurrence
- Name of trade contractor or Oakwood's Customer Care Associate



- Names of people involved, if possible
- Repair or work being performed at the time of the incident
- Brief description of the damage and/or event

**Oakwood's Customer Care is not responsible when the damages are a result of:**

- Unknown origin
- Utility or cable companies
- Delivery or service organizations
- Personnel, not directly working for Oakwood Homes or Oakwood's Customer Care, or their vehicles on the property

If your property is damaged by anyone other than a Trade Partner or an Oakwood Customer Care Associate who has been authorized by Oakwood's Customer Care to be on your property on the date of the occurrence, you should contact that party directly—and possibly contact your homeowner's insurance agent.

## ***No Verbal Agreements***

For your protection, and according to the terms of the One-Year Oakwood Customer Care Program, **all service requests must be in writing**. Of course, we do realize that emergencies need to be handled by telephone. However, on those occasions we ask that you send a follow-up letter of explanation to ensure that your file is accurately maintained.

## ***Emergency Service***

**Simply put, a homeowner emergency is more than an inconvenience. It is an event or situation that creates the imminent threat of damage to the home, or results in an unsafe living condition due to a Construction Defect.**

The following are examples of emergencies requiring immediate attention:

- Within the first week after closing, you experience a total stoppage of the plumbing sewer system after you've tried plunging it with a common rubber plunger.
- You discover a water leak that requires the water service to be shut off at the meter to avoid serious damage to your home and its furnishings.
- During the first year after closing, you experience a complete loss of heat in the cold winter months (after checking the electrical switch and breaker, thermostat, fuse, gas meter and gas valve, etc.)

***Important Note:*** *It will be considered an emergency if the winter temperatures are below fifty (50) degrees Fahrenheit.*

## ***Procedures for Requesting Emergency Service***

For emergency warranty service during non-business hours, please refer to the list of contractors and their phone numbers as identified on the sticker applied to the inside surface of the kitchen cabinet located under your sink.



Please have the following information available:

- Your **name, street address** and **phone number**
- Your **Oakwood community**
- A **brief description** of the emergency
- The **date of your closing**

## ***Emergency Bills***

In the event that the installing contractor is not available, and another contractor performs the emergency service, please pay the contractor at the completion of the repair. If the work is determined to be warrantable as an emergency repair, Oakwood's Customer Care will reimburse you for the repairs. Please call Oakwood's Customer Care the next workday to advise them of the problem, and submit a copy of the bill, a copy of the check and a letter explaining the circumstances to the address provided in the front of your Home Buyer's Guidebook.

***Important Note:*** *You must contact Oakwood's Customer Care within three (3) business days of the emergency occurrence for which you are requesting reimbursement. Otherwise, Oakwood's Customer Care will not be liable.*

## ***ARBITRATION***

Upon conveyance of your home to you by Oakwood Homes, any disputes between you and Oakwood Homes, or parties acting on our behalf, related to or arising from the One-Year Oakwood Customer Care Program, the construction of the home, or the sale of the home will be resolved by binding arbitration. Binding arbitration shall be the sole remedy for resolving disputes between you and Oakwood Homes or our representatives. The binding-arbitration process is described in Section VIII of the Home Builder's Limited Warranty sample located in the Home Warranty section.





# WARRANTY & CLAIM INSTRUCTIONS



## ***Each house has the following:***

1. Homeowner Guide Book is located on the Oakwood Homes website [www.oakwoodhomesco.com](http://www.oakwoodhomesco.com).
  - *Covers Homeowner Maintenance versus the Oakwood Customer Care Program*
  - *Provides invaluable information on caring for your new Oakwood home*
2. 1-Year Oakwood Customer Care Program
  - *This portion of your warranty covers Workmanship Standards*
  - *Excludes Cosmetic Items (These should be brought up at your Demonstration Walk-Thru and addressed prior to closing)*
  - *Excludes Landscaping per Oakwood Homes LLC Addendum A Section 3.3*
3. 8-Year Home Builder's Limited Warranty (This includes foundation, roof trusses, and all load-bearing walls and components in the home). It does not include driveways and slab-on-grade flatwork. For flatwork coverage, please reference your Homeowners Guidebook.
  - *Contact Professional Warranty Service Corporation (PWSC) 1-800-850-2799*
4. Appliance Warranty
  - *GE 1-800-GE CARES*
  - *Whirlpool: 1-800-952-2537 option 2*
5. Roof Warranty
  - *Transferrable*
  - *Tamko 1-800-641-4691 or [www.tamko.com](http://www.tamko.com)*
  - *Boral 1-800-669-8453 or [www.boralna.com](http://www.boralna.com)*

## ***Emergency:***

In the event of an emergency there is an **Emergency Contact Sticker** located under your kitchen sink on the cabinet door.

1. If an emergency should occur immediately contact the appropriate vendor directly, then follow up with Oakwood Customer Care by email after the call to the vendor at [customercare@oakwoodhomesco.com](mailto:customercare@oakwoodhomesco.com) so we can follow up the next day.
2. An emergency consists of: total loss of heat, electricity or water, or a water intrusion event that prevents you from staying in your home. In case of a water leak, shut off main water supply first! If your neighbor's electricity is also out, it is more than likely due to an outage in the area and would not be an emergency call.
3. If you do not receive a call from the appropriate Oakwood emergency vendor within 4 hours, contact a qualified contractor to do the necessary repair and Oakwood will reimburse the cost if it qualifies as a warrantable condition.

## ***Non-Emergency Claim:***


If a non-emergency warranty issue occurs please submit via email to [customercare@oakwoodhomesco.com](mailto:customercare@oakwoodhomesco.com). You will be contacted within 48 hours by a Customer Care Coordinator followed by your Customer Care Liaison to schedule an appointment to review your concern. If possible please keep a list of all non-emergency concerns and we will address at your 30-day or 11-month walk-thru.

- *Our office hours are Monday through Friday 8:00 AM to 4:00 PM, and closed on major holidays.*

## ***Sprinklers:***

Oakwood recommends that you blow out your sprinklers when you start to see freezing conditions overnight or by October 1st. Please make sure you use a reputable company to winterize your system. We recommend keeping receipts as proof of proper winterization. In addition please disconnect all hoses from exterior spigots or hose bibs.





# PERFORMANCE STANDARDS & GUIDELINES



Thank you for selecting Oakwood Homes LLC as the builder of your new home. We strive to provide you with the best customer service experience possible. Our representatives are building professionals who are ready to respond to your needs in a prompt and reliable manner. Realizing that a new home contains several thousand components and is constructed by numerous individual trade partners, there is the possibility that there will be conditions in your home that will require correction. Our commitment to you is to expeditiously and professionally correct “Construction Defects” in accordance with the terms and conditions of the HOME BUILDER’S LIMITED WARRANTY (“Limited Warranty”), a copy of which has been provided to you. Additionally, during the first year following closing, under our One-Year Oakwood Customer Care Program, we will evaluate and, if appropriate, remedy minor problems in your home that might not rise to the level of a Construction Defect under the Limited Warranty.

### **ONE-YEAR OAKWOOD CUSTOMER CARE PROGRAM**

Throughout the first year all new homes go through a period of settlement and movement as the home reaches equilibrium. During this period, the home may experience some minor material shrinkage, cracking and other events, which are unavoidable and considered normal. While some conditions will be your responsibility as maintenance items, we will evaluate items outside of the scope of coverage for Construction Defects under the Limited Warranty, and during the first year remedy conditions considered a Deficiency that is our responsibility in accordance with the Performance Standards found in Section A of this booklet. These Performance Standards set forth the acceptable tolerances and guidelines for different areas of concern. The standards and guidelines are designed to help you determine whether or not a condition should be reported to us. Keep in mind that you are responsible for proper home maintenance and that exclusions as noted under specific items in this booklet, as well as, those contained in the Limited Warranty apply.

It is not possible to list every component of a home in these standards so only the most frequent items concerning new homes are addressed here. To the extent a standard has not been enumerated here, we will determine whether or not that condition is a Construction Defect covered under the Limited Warranty.

### **HOME BUILDER’S LIMITED WARRANTY**

The Performance Guidelines, contained in Sections B & C of this chapter, are provided to assist in the determination of whether a condition might constitute a Construction Defect covered under the Limited Warranty. Where a performance guideline is not enumerated for the condition, we will use the other factors identified in the Limited Warranty document to determine if a Construction Defect is present, including whether the magnitude of the flaw or imperfection materially affects the structural integrity of the home; or, has an obvious and material negative impact on the appearance of the home; or, jeopardizes the life or safety of the occupants; or, results in the inability of the home to provide the functions that can reasonably be expected in a home.



# SECTION A - PERFORMANCE STANDARDS

## 1. SITE WORK

### 1.1 Grading:

- a. Possible Deficiency: Settling of ground around foundation, utility trenches or other areas on the property where excavation and back fill have taken place that affect drainage away from the home.

Performance Standard: Settling of ground around foundation walls, utility trenches or other filled areas which exceeds a maximum of six inches from finished grade established by us.

Our responsibility: If we have provided final grading, we will fill settled areas affecting proper drainage, one time only, during the first year. We are responsible for removal and replacement of shrubs and other landscaping installed by us affected by the placement of fill.

### 1.2 Drainage:

- a. Possible Deficiency: Improper grades and swales which cause standing water and affect the drainage in the immediate area surrounding the home.

Performance Standard: Necessary grades and swales shall be established to provide proper drainage away from the home. Site drainage is limited to those immediate grades and swales surrounding the home. Standing or ponding water within the immediate surrounding area of the home shall not remain for a period of longer than 24 hours after a rain. Where swales are draining from adjoining properties or where a sump pump discharges, an extended period of 48 hours is allowable for water to dissipate. The possibility of standing water after an unusually heavy rainfall should be anticipated and is not considered a Deficiency. No grading determination will be made while there is frost or snow or when the ground is saturated. Water shall not stand or pond in crawl spaces for extended periods of time.

Other: Standing or ponding water on the property which does not directly affect the immediate area surrounding the foundation of the home, caused by unusual grade conditions, retaining of treed areas or sodding done by the homeowner is not considered a Deficiency.

Our responsibility: We are responsible for initially establishing the proper grades, swales and drainage away from the home.

Your responsibility: You are responsible for maintaining grades and swales once properly established by us. Soil erosion and runoff caused by your failure to maintain the properly established grades, drainage structures and swales, stabilized soil, sodded, seeded and landscaped areas are excluded from coverage.

## 2. DRIVEWAYS AND EXTERIOR SURFACES

### 2.1 Asphalt Driveway:

- a. Possible Deficiency: Excessive cracking of surface or retention of water in a depression.

Performance Standard: Cracks exceeding ¼ inch width as a result of defective materials or our workmanship are Deficiencies. A depression which retains water in excess of 1 inch in depth caused by settlement is a Deficiency.

Our responsibility: We will correct as required.

Other: Extreme heat will cause indentations and surface deterioration if vehicles are parked for long periods of time in the same location. Such indentations are not covered by us.

### 2.2 Masonry (brick) Driveway:

- a. Possible Deficiency: Excessive settlement of masonry driveway.

Performance Standard: Settlement or shifting greater than ¼ inch is a Deficiency.

Our responsibility: We will repair settlement or shifting greater than ¼ inch by resetting pavers

- b. Possible Deficiency: Cracks or chips in masonry driveway.

Performance Standard: Cracks or chips are considered to be normal result of use. Unless such conditions



are noted on the final walkthrough, these conditions are not Deficiencies and are excluded from coverage.  
Our responsibility: If cracks or chips are noted on the final walkthrough, we will remedy such conditions.  
Your responsibility: Inspect the masonry driveway at the final walkthrough for any cracks or chips. Use caution during move in to ensure that heavy vehicles are not allowed to park on masonry driveway.

## 2.3 Exterior Concrete:

- a. Possible Deficiency: Surface scaling, pitting or spalling.  
Performance Standard: Concrete surfaces that disintegrate to the extent that aggregate is exposed and loosened under normal conditions of use are Deficiencies.  
Our responsibility: We will take corrective action to remedy excessive disintegration of surface where the condition is not the result of salt and/or chemicals used to treat roads or your use of such products.  
Your responsibility: Do not use products that can result in damage to the concrete surfaces.
- b. Possible Deficiency: Walkways, patios or garage floors settle or heave in relationship to the structure.  
Performance standard: Exterior concrete surfaces that settle or heave in excess of 1 inch resulting in damage to the concrete surfaces are Deficiencies.  
Our responsibility: We will repair damaged portions of the concrete surfaces that settle or heave more than 1 inch from the home resulting in damage to the concrete surface.  
Other: Movement at expansion and contraction joints is per design and is not a Deficiency.
- c. Possible Deficiency: Excessive cracking of concrete.  
Performance Standard: Cracks in driveways, patios or sidewalks exceeding ¼ inch in width or vertical displacement is a Deficiency.  
Other: Driveways, patios and sidewalks are exposed to the elements and are subject to wear and tear from weather. Additionally, minor cracks are to be expected as a result of normal curing, expansion and contraction of the concrete. Community sidewalks are the maintenance responsibility of the local community.  
Our responsibility: We will repair surfaces where cracks exceed ¼ inch in width or vertical displacement by filling, patching or grinding.  
Your responsibility: Do not allow moving or delivery vehicles to park on these surfaces.
- d. Possible Deficiency: Ponding of water on surfaces.  
Performance Standard: Water ponding should not exist on exterior concrete surfaces more than 24 hours after rain has ceased.  
Our responsibility: We will take corrective action where water ponds on exterior surfaces for more than 24 hours after rain has ceased.

## 3. CONCRETE

### 3.1 Cast-in Place Concrete:

- a. Possible Deficiency: Basement or foundation wall cracks, other than expansion or control joints.  
Performance Standard: Non-structural cracks are not unusual in concrete foundation walls. Cracks 1/8 inch in width or greater are considered excessive.  
Our responsibility: Repair non-structural cracks in excess of 1/8 inch by surface patching.  
Other: These types of conditions should be reported near the end of the first year to permit normal stabilizing of the home. Separation or movement at expansion and control joints is designed and is not a Deficiency.
- b. Possible Deficiency: Cracking of basement floor.  
Performance Standard: Minor cracks in concrete basement floors are common. Cracks exceeding ¼ inch



width or in vertical displacement are Deficiencies.

Our responsibility: Repair cracks exceeding Performance Standard by surface patching or other methods, as required.

- c. Possible Deficiency: Cracking or settling of garage floor slab.

Performance Standard: Cracks in garage floor slabs in excess of ¼ inch in width or ¼ inch in vertical displacement are Deficiencies. Settling, heaving or separation in excess of 1 inch from the structure is a Deficiency.

Our responsibility: Repair cracks in excess of Performance Standard by chipping out and surface patching or other methods, as required. We will take whatever corrective action to bring settling, heaving or separating floors within the Performance Standard.

- d. Possible Deficiency: Cracks in concrete slab-on grade floors, with finish flooring.

Performance Standard: Cracks which rupture or significantly impair the appearance or performance of the finish flooring material are Deficiencies.

Our responsibility: Determine the cause for the cracking and correct as required so as not to be apparent when the finish flooring material is in place.

- e. Possible Deficiency: Uneven concrete floor slabs.

Performance Standard: Except for basement floors where a floor or portion of floor has been designed for specific drainage purposes, concrete floors in rooms designed for habitability shall not have pits, depressions or area of unevenness exceeding ¼ inch in 32 inches, or slopes in excess of 1/240 of room width or length (example, 10.0 wide room not to exceed ½ inch out of level).

Our responsibility: Determine cause and remedy to meet the Performance Standard. Where applicable, surface patching is an accepted method of repair.

- f. Possible Deficiency: Pitting, scaling or spalling of concrete surfaces.

Performance Standard: Concrete surfaces shall not disintegrate to the extent that the aggregate is exposed and loosened under normal conditions of weathering and use.

Our responsibility: Take corrective action as necessary to repair or replace concrete surfaces.

Other: Deterioration caused by salt, chemicals, implements used and other factors beyond our control is not a Deficiency and is not covered by us.

- g. Possible Deficiency: Excessive powdering or chalking of concrete surfaces.

Performance Standard: Excessive powdering or chalking of concrete surfaces is a Deficiency, but should not be confused with normal surface dust that may accumulate for a short period after the home is occupied.

Our responsibility: Take corrective action as necessary to treat, repair or resurface defective areas.

- h. Possible Deficiency: Separation of brick or masonry edging from concrete slab and step.

Performance Standard: It is common for the joint to crack between concrete and masonry due to the dissimilarity of the materials. Cracks in excess of ¼ inch are Deficiencies.

Our responsibility: Grout crack fully and reset loose masonry where required. If required, replacement of masonry material shall match the existing material as close as possible; however, an exact match is not possible.

## **4. MASONRY**

### **4.1 Unit Masonry (brick/block/stone):**



- a. Possible Deficiency: Cracks in non-bearing or non-supporting walls.

Performance Standard: Small shrinkage cracks are not unusual through masonry and mortar joints. Cracks in excess of 1/8 inch in width are Deficiencies.

Our responsibility: Repair non-structural shrinkage cracks in excess of 1/8 inch in width by pointing or patching.

Other: These types of conditions should be reported near the end of the first year to permit normal stabilizing of the home.

- b. Possible Deficiency: Cracks in bearing or supporting masonry walls.

Performance Standard: Vertical or diagonal cracks which do not impact the structural ability of masonry bearing walls are not unusual. Cracks in excess of 1/8 inch in width are Deficiencies.

Our responsibility: Repair shrinkage cracks in excess of 1/8 inch in width by pointing or patching. Where the structural integrity of the wall is impacted, suitable repair or replacement shall be a part of remedy to eliminate the condition.

- c. Possible Deficiency: Horizontal cracks in basement or foundation walls.

Performance Standard: Horizontal cracks in the joints of masonry walls are not common but may occur. Cracks 1/8 inch or more in width are Deficiencies.

Our responsibility: We will repair cracks between 1/8 and 3/16 inch in width by pointing and patching. Cracks exceeding 3/16 inch shall be investigated by us to determine the cause. We will take the necessary steps to remedy the cause and make repairs by pointing and patching, reinforcement or replacement of the defective courses.

- d. Possible Deficiency: Cracks in masonry walls or veneer above grade.

Performance Standard: Small cracks are common in mortar joints of masonry construction. Cracks 1/8 inch or greater in width are Deficiencies.

Our responsibility: Repair cracks and voids in excess of 1/8 inch in width by surface pointing. These types of conditions should be reported near the end of the first year to permit normal stabilizing of the home. We will attempt to match materials as closely as possible, however there will be color variations between existing and new mortar.

- e. Possible Deficiency: Cracking, settling or heaving of stoops and steps.

Performance Standard: Stoops and steps should not settle or heave in excess of 1 inch in relation to the home structure. Where the stoop or steps abut the home or where an expansion strip has been installed, separation of up to 1/2 inch is acceptable. Cracks in concreted stoops in excess of 1/8 inch are Deficiencies.

Our responsibility: Take corrective action to remedy conditions in excess of Performance Standard. Where repair is made to a concrete surface, the repair will match adjoining surfaces as close as possible, however, there will slight color variations between new and existing materials.

- f. Possible Deficiency: Standing water on stoops, steps and porches.

Performance Standard: Standing water is a Deficiency if it creates a hazard to individuals or causes damage to the home.

Our responsibility: We will take action to remedy water that stands on stoops, steps and porches.

#### 4.2 Stucco and cement plaster

- a. Possible Deficiency: Cracking or spalling of stucco and cement plaster.

Performance Standard: Hairline cracks in stucco or cement plaster are common especially where applied



directly to masonry back-up. Cracks greater than 1/8 inch in width or spalling of the finish surface are Deficiencies.

Our responsibility: Scrape out cracks and spalled areas and fill with cement plaster or stucco to match finish and color as close as possible.

## 5. CARPENTRY

### 5.1 Rough carpentry:

- a. Possible Deficiency: Floors squeak due to improper installation of loose subfloors.

Performance Standard: A squeak proof floor cannot be achieved and an isolated floor squeak is not a Deficiency. Excessive squeaking due to a loose subfloor are Deficiencies.

Our responsibility: We will refasten any loose subfloor or take other corrective action to eliminate excessive squeaking to the extent possible within repair capability without removing floor and ceiling finishes.

Other: Nails may be expelled from the wood during drying. In some instances gluing the subfloor is an acceptable method of reducing deflection. Renailing floor joists with ring shank nails can also provide a significant reduction in floor squeaks. Nailing of loose subflooring with casing nails into the carpet surface and countersinking the head is an acceptable practice of a remedy for reducing floor squeaks.

- b. Possible Deficiency: Uneven wood framed floors.

Performance Standard: Floors which are more than 1/4 inch out of level within any 32 inch measurement are Deficiencies. Floor slope within any room which exceeds 1/240 of the room width or length is a Deficiency (for example a 10.0 wide room should not exceed 1/2 inch out of level).

Our responsibility: Correct or repair to meet the allowances in the above standard.

- c. Possible Deficiency: Bowed stud walls or ceilings.

Performance Standard: All interior and exterior frame walls or ceilings have slight variations on the finish surfaces. Bowing should not be visible so as to detract from the finished surface. Walls or ceilings which are bowed more than 1/4 inch within a 32 inch horizontal or vertical measurement are Deficiencies.

Our responsibility: Exterior and interior frame walls or ceilings bowed in excess of the Performance Standard shall be corrected to meet the allowances of the Performance Standard.

- d. Possible Deficiency: Wood frame walls out of plumb.

Performance Standard: Wood frame walls which are out of plumb more than 3/4 inch in 8 foot vertical measurement are Deficiencies.

Our responsibility: Make repairs necessary to meet the allowable tolerance.

- e. Possible Deficiency: Warping, checking or splitting of wood framing.

Performance Standard: Minor warping, checking or splitting is common as the wood dries and is not considered a Deficiency. A condition that impacts the integrity of the member or any applied surface material is a Deficiency.

Our responsibility: Make necessary repairs to ensure such conditions are remedied to meet the above standard.

- f. Possible Deficiency: Exterior sheathing and subflooring delaminates or swells.

Performance Standard: Sheathing and subflooring which delaminates on the side on which a finish material has been applied is a Deficiency.

Our responsibility: Repair or replace as required and where finish material is replaced, match as close as possible.



## 5.2 Finish carpentry:

- a. Possible Deficiency: Unsatisfactory quality of finished exterior trim and workmanship.  
Performance Standard: Joints between exterior trim elements and siding or masonry which are in excess of 3/8 inch are Deficiencies. Trim abutting masonry and siding shall be capable of excluding the elements.  
Our responsibility: Repair open joints and touch up finish coating. Caulk open joints between dissimilar materials.  
Your responsibility: Maintain caulk applied between joints.
- b. Possible Deficiency: Unsatisfactory quality of finished interior trim and workmanship.  
Performance Standard: Joints between moldings and adjacent surfaces which exceed 1/8 inch in width is a Deficiency.  
Our responsibility: Repair joints which exceed Performance Standard.
- c. Possible Deficiency: Surface defects in finished woodwork and millwork including checks, splits or hammer marks.  
Performance Standard: Finished woodwork and millwork should be smooth and without surface marks.  
Our responsibility: Correct repairable defects by sanding, filling or puttying to return the surface to its original condition. If material is not repairable, replace and refinish to match surrounding area as close as possible.
- d. Possible Deficiency: Exposed nail heads in woodwork.  
Performance Standard: Material used to fill nail holes has a tendency to shrink as it dries and such conditions are not Deficiencies. Nail holes which have not been filled on finished painted woodwork so that they are readily visible from a distance of 6 feet under normal lighting conditions is a Deficiency.  
Our responsibility: Fill nail holes where required and if necessary apply touch up paint to match as close as possible.  
Other: Puttying of nail holes in base and trim molding installed in unfinished rooms or areas not exposed to view (for example a closet) is not required. Some products are also designed in such a way as to exclude the filling in of nail holes.

## 6. THERMAL AND MOISTURE PROTECTION

### 6.1 Insulation

- a. Possible Deficiency: Insufficient insulation.  
Performance Standard: Insulation not installed around habitable areas in accordance with established code requirements is a Deficiency.  
Our responsibility: Install insulation of sufficient thickness or characteristics to meet code requirements or according to R-Values designated in the contract documents. In the case of dispute, cost for investigating the sufficiency of insulation and restoring areas prior to condition will be borne by you if it is found that the standard had been met by us.

### 6.2 Louver and Vents

- a. Possible Deficiency: Inadequate attic or crawl space ventilation.  
Performance Standard: Attic and crawl space ventilation is generally set by the applicable building code.  
Our responsibility: We will provide for adequate ventilation. We are not responsible for damage which results from actions taken by you that interfere with the ventilation system.
- b. Possible Deficiency: Leaks due to snow or driven rain through louvers and vents.  
Performance Standard: Improperly installed louvers and vents that permit penetration of the elements under



normal weather conditions are Deficiencies.

Our responsibility: Take necessary steps to eliminate penetration of rain or snow under normal weather conditions where it is determined that the installation was improper.

Other: Properly installed louvers or vents will at times allow penetration of rain or snow under strong wind conditions.

### 6.3 Exterior Siding:

- a. Possible Deficiency: Delaminating, splitting, joint separation or deterioration of exterior siding.

Performance Standard: Exterior siding with joint separations exceeding 3/16 inch, or which delaminates, splits or has excessive deterioration is a Deficiency. Splits wider than 1/8 inch are Deficiencies.

Our responsibility: We will caulk or repair siding to fill joints exceeding 3/16 inch. Siding which delaminates or where panels on the same wall deteriorate (fade) at a different rate will be repaired, but may not be a precise match to the original siding. Splits will be filled with permanent filler.

Other: Any color siding will fade when exposed to the ultra-violet rays of the sun. This condition cannot be prevented by us.

- b. Possible Deficiency: Damaged siding or broken shingles.

Performance Standard: Damaged siding or broken shingles are Deficiencies only when noted on a pre-closing walk through inspection report.

Our responsibility: We will correct damaged siding or broken shingles only if these conditions were reported to us during a pre-closing walk through inspection report.

- c. Possible Deficiency: Siding is bowed or wavy.

Performance Standard: Some waviness in lap siding is to be expected due to bows in studs. Thermal expansion waves or distortions that exceed 1/4 inch in 16 inches are Deficiencies.

Our responsibility: We will correct thermal expansion waves or distortions to comply with the Performance Standard by reinstalling or replacing siding as necessary.

- d. Possible Deficiency: Loose or fallen siding.

Performance Standard: Trim shall not separate more than 1/4 inch from the home. Siding trim accessories will not separate from caulking at windows or other wall openings.

Our responsibility: We will reinstall trim or caulk separations as necessary and secure and siding which has fallen.

### 6.4 Roofing:

- a. Possible Deficiency: Lifted, curled or torn roof shingles.

Performance Standard: Shingle edges or corners need not be perfectly flat. Roof shingles which lift or curl or tear loose during normal weather conditions, or that buckle higher than 1/4 inch are Deficiencies.

Our responsibility: Repair or replace shingles which lift, curl or are torn where the cause is not the result of acts of nature such as windstorm, hail, or ice and snow accumulation.

- b. Possible Deficiency: Sheathing nails loosened from roof sheathing raising asphalt shingles from surface or roofing nails exposed at ridge of roof.

Performance Standard: We will repair areas to meet standard.

### 6.5 Sealants:

- a. Possible Deficiency: Water or air leaks in exterior walls due to inadequate caulking.



Performance Standard: Joints and cracks in exterior wall surfaces and around openings are to be properly caulked to prevent entry of water or excessive drafts.

Our responsibility: Repair and/or caulk joints or cracks in exterior wall surfaces as required ONE TIME ONLY.

Your responsibility: After we have adequately caulked joints and cracks in exterior wall surfaces, you must maintain caulking.

## 6.6 Gutter and Downspouts:

- a. Possible Deficiency: Gutters and downspouts leak.

Performance Standard: Gutters and downspouts which leak are a Deficiency. Standing water in gutters shall not exceed 1 inch in depth.

Our responsibility: We will repair gutters and downspouts to prevent leaks. Provided a gutter is not obstructed by debris, we will install gutter with sufficient pitch to prevent water standing in excess of the standard.

## 7. DOORS AND WINDOWS

### 7.1 Interior and exterior doors:

- a. Possible Deficiency: Warping of interior or exterior doors.

Performance Standard: Exterior doors that warp so as to prevent normal closing are Deficiencies. The maximum allowable warpage of a door is ¼ inch when measured from top to bottom vertically or diagonally.

Our responsibility: We will adjust or replace the door as required to meet the standard.

- b. Possible Deficiency: Door binds against jamb or head of door frame. Door does not lock.

Performance Standard: Passage doors that do not open and close freely without binding against the door frame are Deficiencies. Lock bolt is to fit the keeper to maintain closed position.

Our responsibility: Adjust door and keeper to operate freely.

- c. Possible Deficiency: Door panels shrink and expose bare wood.

Performance Standard: Door panels will shrink due to the nature of the material, exposing bare wood at the edges and such conditions are not Deficiencies.

Our responsibility: None

- d. Possible Deficiency: Door panel split.

Performance Standard: Door panels that split to allow light to be visible through the door are Deficiencies.

Our responsibility: If light is visible, fill crack and finish panel to match as close as possible with surrounding surface. Such correction will be made one time only and thereafter corrections will be your maintenance responsibility.

- e. Possible Deficiency: Bottom of interior door drags or rubs on carpet surface.

Performance Standard: Where the carpet was provided as an original part of the home, we will undercut the doors as required. If you added carpet after move-in, we are not responsible for adjustments to doors.

- f. Possible Deficiency: Door swings open or closed by the force of gravity. Interior pre-hung doors are hinge bound. Exterior door sticks.

Performance Standard: Doors shall not swing open or closed by the force of gravity. Doors shall move smoothly with limited resistance.

Our responsibility: Adjust door to prevent it from swinging open or closed by the force of gravity, or to allow smooth operation. Exterior doors may stick during occasional periods of high humidity and in such conditions we are not responsible for this condition.



- g. Possible Deficiency: Sliding door or screen will not stay on track or does not roll smoothly.  
Performance Standard: Sliding doors and screens shall slide properly at the time of the pre-closing walk through inspection.  
Our responsibility: Correct sliding doors or screens not working properly at the time of the pre-closing walk through will be repaired. Torn screens not noted at walk through inspection are not covered.  
Your responsibility: Clean and maintain to preserve proper operation.
- h. Possible Deficiency: Garage door fails to operate or fit properly.  
Performance Standard: Garage doors that do not operate and fit the door opening within manufacturer's installation tolerances are a Deficiency.  
Our responsibility: Make necessary adjustments to meet the manufacturer's installation tolerances. No adjustment is required by us when the cause is determined to be the result of your installation of an electric door opener.  
Other: Some entrance of the elements can be expected under extreme weather conditions and is not a deficiency. You may elect to install weather-stripping to prevent such conditions.

## 7.2 Windows

- a. Possible Deficiency: Window is difficult to open and close.  
Performance Standard: Windows should operate in conformance with the manufacturer's specifications.  
Our responsibility: We will correct or repair as required to meet manufacturer performance guidelines.
- b. Possible Deficiency: Double-hung windows do not stay in place when open.  
Performance Standard: Double-hung windows will move within a 2 inch tolerance, up or down, when put in an open position.  
Our responsibility: Adjust sash balances one time only and where possible, instruct you on the method of performing future adjustments.
- c. Possible Deficiency: Condensation or frost on window frames and glass.  
Performance Standard: Windows and window frames will collect condensation on interior surfaces when humidity and temperature differences are present. Condensation is usually the result of such temperature/humidity conditions particularly in kitchen, bath and laundry areas. Such conditions are beyond our control.
- d. Possible Deficiency: Hardware does not lock or cannot perform properly.  
Performance Standard: Hardware which does not operate properly is a Deficiency when not the result of your action.  
Our responsibility: We will adjust, repair or replace hardware which does not operate or lock properly.

## 7.3 Weather-stripping and seals

- a. Possible Deficiency: Drafts around doors and windows.  
Performance Standard: Some infiltration is normally noticeable around doors and windows, especially during high winds. No daylight shall be visible around the frame when door or window is closed.  
Our responsibility: If infiltration exists AND daylight is visible around frame we will correct by adjusting frames or installing weather-stripping or other sealants where daylight is visible. Drafts cannot be eliminated and you may choose to install storm windows and/or doors to minimize such drafts.

## 7.4 Glass and glazing

- a. Possible Deficiency: Broken or scratched glass reported during pre-closing walk through inspection.



Performance Standard: Broken and/or scratched glass or glazing is a Deficiency only if reported to us on a pre-closing walk through inspection report.

Our responsibility: We will replace broken or scratched glass/glazing that is reported to us on a pre-closing walk through inspection report.

## **8. FINISHES**

### **8.1 Lath and plaster:**

- a. Possible Deficiency: Cracks in plaster wall and ceiling surfaces.

Performance Standard: Cracks in plaster wall and ceiling surfaces that are in excess of 1/8 inch in width are Deficiencies.

Our responsibility: We will repair cracks that exceed the Performance Standard and touch-up paint to match as close as possible. These types of conditions should be reported near the end of the first year to allow for normal stabilizing of the home.

### **8.2 Gypsum wallboard:**

- a. Possible Deficiency: Nail pop, blister, cracks or other blemishes such as cracked corner bead, excess joint compound or trowel marks on finished wall or ceiling.

Performance Standard: Blisters in tape, cracked corner bead, and excess joint compound or trowel marks that are readily visible from a distance of 6 feet under normal lighting conditions are Deficiencies, as are cracks in excess of 1/8 inch in width, and nail pops where there are signs of spackle compound cracking or falling away.

Our responsibility: We will correct such Deficiencies to the acceptable tolerance level and touch up paint in the repaired area to match as close as possible. Such conditions should be reported near the end of the first year to allow for normal settlement of the home.

### **8.3 Hard surface flooring (flagstone, marble, tile, slate, etc.):**

- a. Possible Deficiency: Surface flooring cracks or becomes loose.

Performance Standard: Surface flooring which cracks or comes loose as a result of installation is a Deficiency.

Our responsibility: We will determine and correct the cause for the cracking or loosening of the finish material. We are not responsible for slight color and pattern variations or discontinued patterns.

Other: Defects caused by your actions or negligence are not covered.

- b. Possible Deficiency: Cracks appear in grouting of ceramic tile joints or at junctions with other material such as a bathtub or shower.

Performance Standard: Cracks in grouting or ceramic tile joints are Deficiencies.

Our responsibility: We will repair grouting a necessary one time only during the first year.

Your responsibility: Maintenance for regrouting of these joints throughout the life of the home.

### **8.4 Resilient flooring:**

- a. Possible Deficiency: Nail pops appear on the surface of resilient flooring. Performance Standard: Readily apparent nail pops are a Deficiency.

Our responsibility: We will correct nail pops that have caused damage to the floor material and repair or replace damaged floor covering in the affected area.

Other: Any defect caused to a finished surface material or any work supplied by anyone other than us or our employees, agents or subcontractors where the third-party installer accepted our surface to apply the finish material is not covered.



- b. Possible Deficiency: Depressions or ridges appear in the resilient flooring due to subfloor irregularities.  
Performance Standard: Readily apparent depressions or ridges exceeding 1/8 inch are Deficiencies. The ridge or depression measurement is taken at the gap created at one end of a six-inch straight edge placed over the depression or ridge with three inches on one side of the defect held tightly to the floor.  
Our responsibility: We will take required corrective action to bring the defect within acceptable tolerances so that the depression or ridge is not readily visible and not more than 1/8 inch.  
Other: Any defect caused to a finished surface material or any work supplied by anyone other than us or our employees, agents or subcontractors where the third-party installer accepted our surface to apply the finish material is not covered.
- c. Possible Deficiency: Resilient flooring loses adhesion.  
Performance Standard: Resilient flooring that lifts, bubbles or detaches from the base is a Deficiency.  
Our responsibility: We will repair or replace the resilient flooring as required. We are not responsible for discontinued patterns or color variation.  
Other: Any defect caused to a finished surface material or any work supplied by anyone other than us or our employees, agents or subcontractors where the third-party installer accepted our surface to apply the finish material is not covered.
- d. Possible Deficiency: Seams or shrinkage gaps show at resilient flooring joints.  
Performance Standard: Gaps in excess of 1/8 inch in width in resilient floor covering joints or where dissimilar materials abut, a gap in excess of 3/16 inch, are Deficiencies.  
Our responsibility: We will take the required action to correct the Deficiency so that it meets the Performance Standard. We are not responsible for discontinued patterns or color variations of floor covering.

#### 8.5 Plywood wall covering:

- a. Possible Deficiency: Variation in paneling color; scratches or checks on the finished surface.  
Performance Standard: Plywood paneling pattern and color will often vary and is not a Deficiency. Scratches on the paneling surface reported on a pre-closing walk through inspection report are Deficiencies.  
Our responsibility: We will repair or replace damaged paneling when the Deficiency has been reported to us on the pre-closing walk through inspection report.

#### 8.6 Finished wood flooring:

- a. Possible Deficiency: Dents, chips, open joints, cupping or cracks in wood flooring.  
Performance Standard: Dents and chips are Deficiencies only if reported to us on a pre-closing walk through inspection report. Gaps between strip hardwood floor boards shall not exceed 1/8 inch in width. Cups in strip hardwood floor boards shall not exceed 1/16 inch in height in a 3 inch maximum span measured perpendicular to the long axis of the board. Crowning of strip flooring shall not exceed 1/16 inch in depth in a 3 inch maximum span when measured perpendicular to the long axis of the board.  
Our responsibility: We will correct cracks, chips or dents reported on the walk through inspection report by filling and refinishing the affected area to match the remaining flooring as close as possible. We will repair gaps, cups and crowning to meet the Performance Standard.

#### 8.7 Painting:

- a. Possible Deficiency: Knot and wood stains appear through paint on exterior.  
Performance Standard: Excessive knot and wood stains which bleed through the paint are Deficiencies.  
Our responsibility: We will seal affected areas where excessive bleeding of knots and stains appear and



touch-up paint to match as close as possible.

- b. Possible Deficiency: Exterior paint or stain peels, deteriorates or fades.

Performance Standard: Exterior paints or stains that peel or develop blisters or “alligator” patterns are Deficiencies. Fading is not a Deficiency as this is a normal condition dependent of climatic conditions.

Our responsibility: We will properly prepare and refinish the affected areas, matching color as close as possible. The warranty period for these newly repainted surfaces will not extend beyond the first year.

- c. Possible Deficiency: Mildew or fungus forms on exterior painted or factory finished surfaces.

Performance Standard: Mildew or fungus that forms on a painted or factory finished surfaces when the structure is subject to various exposures, particularly ocean, lake, riverfront, or heavily wooded areas, is common and is not a Deficiency.

Our responsibility: We will remove visible mildew or fungus before completion of the home.

Your responsibility: Periodically clean painted or factory surfaces to prevent or remove mildew or fungus.

- d. Possible Deficiency: Deterioration of varnish or lacquer finishes.

Performance Standard: Natural finishes on interior woodwork which deteriorate is a Deficiency. Such finishes on exterior surfaces may deteriorate rapidly and are not covered.

Our responsibility: Refinish affected areas of natural finished interior woodwork matching as close as possible.

- e. Possible Deficiency: Inadequate paint applied on interior surfaces.

Performance Standard: Interior paint that is not applied in a manner sufficient to visually cover wall, ceiling and trim surfaces when viewed under normal lighting conditions from a distance of 6 feet is a Deficiency

Our responsibility: Touch-up affected areas where inadequate paint has been applied.

#### 8.8 Wall covering:

- a. Possible Deficiency: Peeling of wall covering installed by us.

Performance Standard: Peeling of wall covering, not due to abuse or negligence, is a Deficiency.

Our responsibility: Correct peeling of wall covering.

Other: Any defect caused to a finished surface material or any work supplied by anyone other than us or our employees, agents or subcontractors where the third-party installer accepted our surface to apply the finish material is not covered. This would include lumps and ridges and nail pops which occur after you have arranged to apply wall covering from someone other than us. High humidity will also impact wallpaper and you may need to apply glue to corner areas from time to time.

- b. Possible Deficiency: Mismatching in wall covering pattern.

Performance Standard: Mismatched wall coverings at edges that severely detract from the appearance are a Deficiency. This does not include pattern irregularities from the manufacturer.

Our responsibility: Remove mismatched wall covering and replace to match as close as possible.

#### 8.9 Carpeting:

- a. Possible Deficiency: Carpet does not meet (gaps) at seams.

Performance Standard: It is not unusual for carpet seams to show; however seams that separate and show visible gaps due to improper installation are a Deficiency.

Our responsibility: Eliminate visible gaps at carpet seams.



- b. Possible Deficiency: Carpeting loosens or excessive stretching occurs.

Performance Standard: Wall-to-wall carpeting shall not come up, loosen, or separate from the attachment points.

Our responsibility: Restretch and resecure loose carpeting as necessary.

- c. Possible Deficiency: Dead spots apparent in padding areas below carpet surface.

Performance Standard: Carpeted areas shall have full coverage of pad consistent throughout the area.

Our responsibility: Correct any areas where dead spots are apparent in padding area.

- d. Possible Deficiency: Spots or fading of carpet.

Performance Standard: Any spots or stains on carpet must be noted on the pre-closing walk through inspection report. Fading is normal and is not a Deficiency.

Our responsibility: Spots or stains reported to us on a pre-closing walk through inspection report will be removed. If such spots and stains cannot be removed so that they are not visible under normal lighting and viewing conditions, then we will replace the affected area.

## 9. MISCELLANEOUS AND SPECIALITIES

### 9.1 Fireplace and Wood Stove:

- a. Possible Deficiency: Chimney separation from the structure.

Performance Standard: Newly built fireplaces will often incur slight amounts of separation. Separation exceeding ½ inch from the main structure in any 10 foot vertical measurement is a Deficiency.

Our responsibility: We will determine the cause of separation and correct. Caulking or grouting of the affected area is an acceptable repair method except where the separation is determined to be the result of failure in the foundation of chimney. Where the cause of separation is determined to be a failure in the foundation of the chimney, we will take action to correct the foundation before repairing the gaps between the chimney and structure.

- b. Possible Deficiency: Fireplace or chimney does not consistently draw properly allowing smoke to enter the home.

Performance Standard: A properly designed and constructed fireplace and chimney is to function as intended. It is normal to expect that high winds can cause temporary negative draft conditions. Similarly, negative draft conditions can also be caused by obstructions such as large branches of trees too close to the chimney. Additionally, the geographic location of the fireplace or its relationship to adjoining walls and roof, hill-sides, and neighboring homes can cause negative draft conditions. In some cases, stringent energy criteria applied to the construction of the home will impact the draft and as a result it may be necessary to open a nearby window slightly to create an effective draft. Since negative draft conditions are generally temporary, it is necessary that you substantiate the problem to us by constructing a fire so the condition can be observed.

Our responsibility: Where it is determined that the malfunction is based upon improper design or construction of the fireplace we will take the necessary steps to correct the problem. Where it is determined that the fireplace is properly designed and constructed, but still malfunctions due to natural causes beyond our control, we are not responsible for the condition.

- c. Possible Deficiency: Damage by fire to firebox paint or cracking of firebrick, mortar joint or firebrick panel.

Our responsibility: None. Heat and flames may cause discoloration of firebox paint and cracking of the firebrick, mortar joint or simulated firebrick panel. Such conditions are normal.

### 9.2 Wood Decks:



- a. Possible Deficiency: Wood deck is springy or shaky.

Performance Standard: Structural members in a wood deck shall be sized and fasteners spaced in accordance with appropriate building codes, National Forest and Paper Association span tables, or any higher guideline agreed upon by contract.

Our responsibility: If the wood deck is springy or shaky and not constructed to the Performance Standard, we will reinforce or modify, as necessary, any wood deck to meet the standard.

Other: Deflection may be indicative of insufficient stiffness in the lumber or be a reflection of an aesthetic consideration independent of the strength and safety requirements of the lumber. Joists and rafters are required to meet standards for both stiffness and strength. Span tables allow, under full design loading, a maximum deflection equal to 1/360 of the span for floor and ceiling joists (3/8 inch in 12 feet), 1/240 for rafters up to 3/12 in pitch (5/8 inch in 12 feet), and 1/180 for rafters over 3/12 in pitch (3/4 inch in 12 feet).

- b. Possible Deficiency: Railings on wood decking contain slivers in exposed areas.

Performance Standard: Railings on wood decks shall not contain slivers longer than 1/8 inch in exposed areas at the time of the pre-closing walk through inspection. Slivers can develop from weathering of unprotected wood.

Our responsibility: We will repair slivers reported to us on the pre-closing walk through inspection report which exceed the standard; thereafter it is your responsibility to maintain the surfaces. Similarly, any wood deck boards that are split, warped or cupped must be reported to us on a pre-closing walk through inspection report or such conditions are considered to be your maintenance responsibility.

- c. Possible Deficiency: Wood deck is out of level.

Performance Standard: No point on the deck surface will be more than 1/2 inch higher or lower than any other deck surface point within 10 feet on a line parallel to the home, or proportional multiples of the preceding dimensions.

Our responsibility: We will repair the deck as necessary to meet the Performance Standard.

Other: A slope of approximately 1/8 inch per foot is desirable in the perpendicular direction to shed water and prevent the build-up of ice.

- d. Possible Deficiency: Nails on wood deck are “bleeding” or decking board has nail head protruding.

Performance Standard: Nail stains extending more than 1/2 inch from the nail and readily visible from a distance of more than 3 feet are Deficiencies. Nail heads are to be driven flush when the deck is installed, but may pop over time as the wood shrinks and expands.

Our responsibility: We will eliminate nail stains to meet the Performance Standard and will refasten nails with heads protruding from the floor of the deck that are reported to us within 30 days following closing of the home.

- e. Possible Deficiency: Wood deck lacks rigidity.

Performance Standard: Wood deck railings shall be attached to structural members according to applicable codes.

Our responsibility: We will correct as necessary to comply with applicable codes.

## 10. CABINETS AND COUNTER TOPS

### 10.1 Cabinets and Vanities:

- a. Possible Deficiency: Doors or drawers bind.

Performance Standard: Cabinet doors and drawers shall open and close with reasonable ease. Our responsibility: We will adjust or replace doors and drawers to meet the standard.



- b. Possible Deficiency: Cabinet door will not stay closed.  
Performance Standard: Catches and closing mechanisms shall be adequate to hold the door in a closed position.  
Our responsibility: We will ensure that catches and closing mechanisms are adequate to meet the standard and make adjustments one time only. Thereafter you must adjust these items.
- c. Possible Deficiency: Warping of doors and drawer fronts.  
Performance Standard: Warping that exceeds ¼ inch measured from the face of the cabinet frame to the further most point of warpage on the drawer front in a closed position is a Deficiency.  
Our responsibility: We will correct or replace doors and drawer fronts as necessary to meet the standard.
- d. Possible Deficiency: Gaps between cabinets and ceiling or walls.  
Performance Standard: Gaps in excess of ¼ inch between wall and ceiling surfaces are Deficiencies.  
Our responsibility: We will make necessary adjustments of cabinets and top where necessary or close gap by means of molding suitable to match the cabinet finish, or by caulk or putty.
- e. Possible Deficiency: Cabinets do not line up with each other.  
Performance Standard: Cabinet faces more than 1/8 inch out of line, and cabinet corners more than 3/16 inch out of line, are Deficiencies.  
Our responsibility: We will make the necessary adjustments to meet the standard.

#### 10.2 Countertops:

- a. Possible Deficiency: Surface cracks, scratches, delamination and chips in high pressure laminates.  
Performance Standard: If reported on a pre-closing walk through inspection report, high pressure laminates with scratches, chips or surface cracks or joints between sheets exceeding 1/16 inch are Deficiencies.  
Our responsibility: We will correct such conditions if reported on a pre-closing inspection report.
- b. Possible Deficiency: Countertop not level.  
Performance Standard: Countertops shall be no more than 3/8 inch in 10 feet out of parallel with the floor.  
Our responsibility: We will make the necessary adjustments to meet the standard.

### 11. MECHANICAL/PLUMBING/ELECTRICAL

#### 11.1 Plumbing:

- a. Possible Deficiency: Plumbing pipes freeze and pipe bursts.  
Performance Standard: Drain, waste, vent and water pipes are to be adequately protected to prevent freezing as required by the applicable plumbing code for normally anticipated cold weather.  
Our responsibility: Correction of situations not meeting applicable code and repair of any piping damaged as a result.  
Your responsibility: Maintaining suitable temperatures in the home to prevent pipes from freezing. Draining or otherwise protecting pipes and exterior faucets exposed to freezing temperatures. Where there will be no occupancy of the home for an extended period of time, the home should be properly winterized or periodically checked to ensure a reasonable temperature is maintained.
- b. Possible Deficiency: Defects in plumbing fixture, appliance or trim fitting.  
Performance Standard: Fixtures, appliances or trim fittings are to be judged according to the manufacturer's standards as to use and operation.  
Our responsibility: Repair or replace those items which do not operate within manufacturer's standards



Other: Chips, cracks or other finish damage are not covered unless reported to us on a pre-closing walk through inspection report.

- c. Possible Deficiency: Staining of plumbing fixtures due to high iron content of water.

Performance Standard: High iron content in the water supply will cause staining of plumbing fixtures.

Our responsibility: None

#### 11.2 Heating and air conditioning:

- a. Possible Deficiency: Inadequate heat.

Performance Standard: A heating system shall be capable of producing an inside temperature of 70 degrees Fahrenheit, as measured in the center of each room at a height of 5 feet above the floor under local, outdoor winter design conditions as specified in the ASHRAE Handbook: Fundamentals. National, state, or local energy codes supersede this performance standard where such codes have been locally adopted. There may be times when the outdoor temperature falls below the design temperature, thereby lowering the temperature in the home. Location of rooms will also provide a temperature differential, especially when the heating system is controlled by a single thermostat for one or more floor levels.

Our responsibility: We will correct the heating system to provide the required temperature in accordance with the performance standard or applicable code specifications in effect at the time the home was constructed.

Your responsibility: You are responsible for the seasonal balance of dampers and registers and making other minor adjustments.

- b. Possible Deficiency: Inadequate cooling.

Performance Standard: Where air conditioning is provided, the cooling system shall be capable of maintaining a temperature of 78 degrees Fahrenheit, as measured in the center of each room at a height of 5 feet above the floor under local outdoor summer design conditions as specified in the ASHRAE Handbook: Fundamentals. In the case of outside temperatures exceeding 95 degrees Fahrenheit, the system shall keep the inside temperature 15 degrees Fahrenheit cooler than the outside temperature. National, state, or local codes supersede this standard where such codes have been locally adopted. There may be times when the outdoor temperature rises above the design temperature, thereby raising the temperature in the home. Location of rooms will also provide a temperature differential, especially when the cooling system is controlled by a single thermostat for one or more floor levels.

Our responsibility: We will correct the heating system to provide the required temperature in accordance with the performance standard or applicable code specifications in effect at the time the home was constructed.

Your responsibility: You are responsible for the seasonal balance of dampers and registers and making other minor adjustments.

- c. Possible Deficiency: Ductwork and heating piping not insulated in uninsulated area.

Performance Standard: Ductwork and heating pipes that are run in uninsulated crawlspaces, garages, or attics are to be insulated. Basements are not "uninsulated area" and no separate insulation is required.

Our responsibility: We will install the required installation.

- d. Possible Deficiency: Condensate lines clog up.

Performance Standard: Condensate lines will not clog under normal conditions.

Our responsibility: We will provide clean and unobstructed lines as of the date of closing.

Your responsibility: Continued operation of the drain line is your maintenance responsibility.

- e. Possible Deficiency: Improper mechanical operation of evaporative cooling system.



Performance Standard: Equipment that does not function properly at temperature standard set is a Deficiency.

Our responsibility: We will correct and adjust so that blower and water system operate as designed.

- f. Possible Deficiency: Ductwork noisy.

Performance Standard: Noise in ductwork may occur for a brief period when the heating or cooling begins to function and is not considered a Deficiency. Continued noise in the ductwork during its normal operation is a Deficiency.

Our responsibility: We will take the necessary steps to eliminate noise in the ductwork.

### 11.3 Electrical:

- a. Possible Deficiency: Fuses blow or circuit breakers kick out.

Performance Standard: Fuses and circuit breakers which deactivate under normal usage, when reset or replaced, are Deficiencies.

Our responsibility: We will check wiring and replace wiring or breaker if it does not perform adequately or is defective.

- b. Possible Deficiency: Draft comes through electrical outlets.

Performance Standard: The electrical junction box on exterior walls may allow cold air to flow through or around an outlet into a room. This condition is normal and may be impossible to completely eliminate.

Our responsibility: None. This is not a Deficiency.

Other: You may install foam insulation pads under switch and outlet plates to aid in decreasing drafts.

- c. Possible Deficiency: Malfunction of electrical outlets, switches or fixtures.

Performance Standard: All switches, fixtures and outlets which do not operate as intended are considered Deficiencies.

Our responsibility: We will repair or replace defective switches, fixtures and outlets.

- d. Possible Deficiency: Ground fault interrupter trips frequently.

Performance Standard: Ground fault interrupters are sensitive safety devices installed into the electrical system to provide protection against electrical shock. These devices are sensitive and can be tripped very easily. Tripping of ground fault interrupters due to defective installation or a device that is defective is a Deficiency.

Our responsibility: We will replace the device if defective.

- e. Possible Deficiency: Receptacle/switch too far off wall.

Performance Standard: Receptacle/switch should not be more than 1/8 inch from the adjoining wall surface.

Our responsibility: We will repair to meet performance standard.

- f. Possible Deficiency: Ceiling fan vibrates excessively and is noisy.

Performance Standard: Fans shall be installed according to the manufacturer's specifications including blade balances.

Our responsibility: If the fan vibrates excessively we will repair installation in accordance with manufacturer's specification.

## 12. SYSTEMS

### 12.1 Plumbing, Water Supply and Septic tank systems:



- a. Possible Deficiency: Septic system fails to operate properly.

Performance Standard: Septic system is to be capable of properly handling normal flow of household effluent. It is possible that due to freezing, soil saturation, changes in the ground water table or excessive use of plumbing or appliances, an overflow can occur.

Our responsibility: We will take corrective action as required where it is determined that the malfunction is due to improper design or construction or Our failure to establish proper surface drainage of the septic field. We are not responsible for malfunctions or limitations in the operation of the system attributable to design restrictions imposed by a governing agency.

Your responsibility: Periodic pumping of the septic tank is your maintenance responsibility and a normal need for pumping is not a Deficiency. The following are considered your negligence or abuse as an exclusion impacting any warranty coverage: a.) excessive use of water such as overuse of washing machine and dishwasher, including their simultaneous use; b.) connection of sump pump, roof drains or backwash from water conditioner to the system; c.) placing of non-biodegradable items in the system; d.) addition of any harsh chemicals, greases or cleaning agents, and excessive amounts of bleaches or drain cleaners; e.) use of a food waste disposer not supplied by us; f.) placement of impervious surfaces over the disposal area; g.) allowing vehicles to drive or park over the disposal area; h.) failure to periodically pump out the septic tank as required.

- b. Possible Deficiency: Water supply system fails to deliver water or pressure is low.

Performance Standard: All service connections to municipal water main or private water supply are our responsibility when installed by us. Low water pressure is defined as use of the cold water supply at any one single fixture drastically reduces the cold water supply at any one other single fixture.

Our responsibility: We will repair as required if failure to supply water is the result of a Deficiency in workmanship or material. Where conditions exist which disrupt or eliminate the sources of water supply that are beyond our control, then we are not responsible for meeting the standard.

- c. Possible Deficiency: Noisy water pipes.

Performance Standard: Some noise can be expected from the water pipe system due to the flow of water. "Water hammer" in the supply system is a Deficiency. Noise due to water flow and pipe expansion is not considered a Deficiency.

Our responsibility: We will correct to eliminate the pounding noise referred to as "water hammer."

- d. Possible Deficiency: Faucet or valve leak.

Performance Standard: A valve or faucet leak due to material or workmanship is a Deficiency. Leakage caused by worn or defective washers or seals are your maintenance responsibility. You must drain exterior faucets during periods of cold weather.

Our responsibility: We will repair or replace a valve or faucet that leaks due to faulty material or workmanship.

- e. Possible Deficiency: Stopped up sanitary sewers, fixtures and sanitary drains.

Performance Standard: Sanitary sewers, fixtures, and sanitary drains which do not operate and drain properly are Deficiencies when the result of workmanship or material.

Our responsibility: When defective material or construction is determined to be the cause, we will make the necessary repairs. NOTE: Our responsibility for sewer lines extends to the property lines on which the home is constructed.

Your responsibility: You assume costs for any repairs for sewers, fixtures and drains which are clogged through your negligence.



## 12.2 Heating and air conditioning:

- a. Possible Deficiency: Refrigerant lines leak.

Performance Standard: Refrigerant lines that develop leaks during normal operation are Deficiencies.

Our responsibility: Repair the leaking lines and recharge unit as required.

- b. Possible Deficiency: Ductwork separates or becomes unattached.

Performance Standard: Ductwork that is not intact or securely fastened is a Deficiency if not the result of your actions. Do not stack items on top of ductwork.

Our responsibility: We will reattach and resecure separated or unattached ductwork.

## 12.3 Electrical conductors

- a. Possible Deficiency: Failure of wiring to carry its designed circuit load to switches and receptacles.

Performance Standard: Wiring that is not capable of carrying the designed load, for normal residential use, to switches, receptacles and equipment is a Deficiency.

Our responsibility: We will check wiring and replace wiring if it fails to carry the design load.

# SECTION B - PERFORMANCE GUIDELINES

The following performance guidelines are to assist in determining whether a condition constitutes a construction defect, subject to the terms and conditions of the Home Builder's Limited Warranty. Such conditions should be reported to the builder. Coverage provided in this section is through year 8 (eight) of the warranty period.

## 13. SPECIFIC WATER INTRUSION & INTERIOR LEAKS

### 13.1 Waterproofing:

- a. Condition: Leaks in basement or in foundation/crawlspace.

Performance Guideline: Leaks resulting in actual trickling of water through the walls or seeping through the floor may be a construction defect. Dampness in basement or foundation walls or in concrete basement and crawl space floors is often common to new construction.

Our responsibility: Take such action as is necessary to correct basement and crawlspace leaks resulting from a flaw in the materials or workmanship used in constructing the home that is determined to represent a construction defect. Where a sump pit has been installed by us, no action is required until a properly sized pump is installed by you in an attempt to correct the condition. Should the condition continue to exist, then we will take the necessary action to correct a condition determined to be a construction defect covered under the Limited Warranty.

Other: Leaks caused by landscaping improperly installed by you, or failure by you to maintain proper grades, are excluded from warranty coverage.

### 13.2 Roofs:

- a. Condition: Roof or flashing leaks.

Performance Guideline: Roof or flashing leaks that occur under normal weather conditions may be a construction defect. If the leak is determined to have resulted from severe weather conditions such as ice or snow build-up, high winds and driven rains, such leaks are not construction defects.

Our responsibility: Correct roof or flashing leaks resulting from a flaw in the materials or workmanship used in constructing the home that is determined to represent a construction defect covered under the Limited Warranty.

- b. Condition: Standing water on low-sloped roof area.

Performance Guideline: Water ponding on a low-sloped roof area should not exceed ¼ inch in depth for



more than 24 hours after rain ceases. Ponding for longer periods that results in leaks due to a flaw in the materials or workmanship used in constructing the home may be a construction defect.

*Our responsibility:* Take corrective action to correct ponded areas resulting from a flaw in the materials or workmanship that is determined to be a construction defect covered under the Limited Warranty by adding additional roofing materials.

*Your responsibility:* Keep debris from accumulating in these areas.

### 13.3 Windows and skylights:

- a. *Condition:* Window or skylight leaks.

*Performance Guideline:* Water leaking through or around a window or skylight under normal weather conditions may be a construction defect.

*Our responsibility:* We will correct water leaks resulting from our improper installation of a window or skylight.

### 13.4 Piping:

- a. *Condition:* Leaks in any waste, vent, and water piping. Condensation on piping does not constitute leakage and is not a construction defect except where pipe insulation is required but was not installed.

*Performance Standard:* Leaks resulting from a flaw in the materials or workmanship used in constructing the home may be a construction defect.

*Our responsibility:* Take such action as necessary to correct a leak in waste, vent or water piping resulting from a flaw in the materials or workmanship used in the construction of the home that is determined to be a construction defect covered under the Limited Warranty.

## **SECTION C - DEFINED STRUCTURAL ELEMENT PERFORMANCE GUIDELINES**

In the event one or more of the structural elements identified below contains a flaw of such a magnitude that the Tolerance is exceeded, that condition may constitute a construction defect, subject to the terms and conditions of the Home Builder's Limited Warranty, and should be reported to the builder for evaluation. Defined Structural Failure(s) will be covered through year 8 (eight) per our Performance Guidelines.

Defined Structural Element	Tolerance
A. Arches	
1. Masonry	Crack of ¼ inch in width in arch, or settlement in span of arch of ½ inch.
B. Floor Systems	
1. Structural Concrete	Crack of ¼ inch in width and ¼ inch vertical displacement.
2. Joists	<b>DEFLECTION</b> of 1 inch in 15 feet.
3. Trusses	<b>DEFLECTION</b> of 1 inch in 10 feet.
C. Foundation	
1. Concrete Beams	Crack of 1/8 inch in width, <b>or DEFLECTION</b> of ¼ inch in 30 inches.
2. Wood Beams: Built-up, Laminated or Solid	<b>DEFLECTION</b> of 1 inch in 10 feet.
3. Steel Beams	<b>DEFLECTION</b> of ½ inch in 8 feet.
4. Footings	Crack of ½ inch in width.
5. Concrete Walls	Crack of ¼ inch in width and ¼ inch vertical displacement, or out-of-plumb ¼ inch in 12 inches measured from base of wall.
6. Masonry Walls	Crack of 3/8 inch in width, or out-of-plumb ¼ inch in 12 inches measured



- from base of wall.
7. Concrete Columns Bow of ½ inch in 8 feet, or out-of-plumb ¼ inch in 12 inches measured from base of column.
  8. Masonry Columns Out-of-plumb 1/8 inch in 12 inches measured from base of column.
  9. Steel Columns Bow of 1 inch in 8 feet, or out-of-plumb ¼ inch in 12 inches measured from base of column.
  10. Wood Columns Bow of 1 inch in 8 feet, or out-of-plumb ¼ inch in 12 inches measured from base of column.
- D. Lintels and Headers
1. Concrete, Masonry, Steel, or Wood **DEFLECTION** of 1/4 inch in 4 feet.
- E. Roof Framing
1. Ridge Beam **DEFLECTION** of 1 inch in 10 feet.
  2. Rafters **DEFLECTION** or bow of 1 inch in 10 feet.  
Common, Jack, or Valley/Hip
  3. Ceiling Joists **DEFLECTION** of ¾ inch in 10 feet.
  4. Trusses **DEFLECTION** of 1 inch in 10 feet.
- F. Structural Beams and Girders
1. Steel **DEFLECTION** of ½ inch in 8 feet.
  2. Wood **DEFLECTION** of 1 inch in 10 feet.  
Solid, Built-up, or Laminated
- G. Structural Columns
1. Concrete Bow of ½ inch in 8 feet, **or** out-of-plumb ¼ inch in 12 inches measured from base of column.
  2. Masonry Out-of-plumb 1/8 inch in 12 inches measured from base of column.
  3. Steel Bow of 1 inch in 8 feet, **or** out-of-plumb ¼ inch in 12 inches measured from base of column.
  4. Wood Bow of 1 inch in 8 feet, **or** out-of-plumb ¼ inch in 12 inches measured from base of column.
- H. Load Bearing Walls and Partitions
1. Studs Bow or cup of 1 inch in 8 feet.



A green rounded rectangle with a white brushstroke graphic. The brushstroke is a thick, irregular line that starts from the left side, curves upwards and then downwards, forming a partial circle or loop around the text.

# HOME MAINTENANCE



# HOME MAINTENANCE GUIDE AND HELPFUL TIPS

Your Oakwood home has been built with modern materials and craftsmanship, and designed with your family's comfort in mind. It will require regular preventive maintenance on your part to preserve its beauty and value, and to prevent costly repairs and replacements later. This preventive maintenance should begin the day you move into your new Oakwood home.

Oakwood Homes has prepared this helpful Home Maintenance Guide to help you maintain your home. In addition to valuable product information, you'll find Helpful Tips that will guide you in performing preventive maintenance.

**Important Note:** *It is possible that not all of the features and items discussed in this maintenance guide are present in your home. And your home may have features and items that are not covered in this guide. Please consult Oakwood's Customer Care department with questions relating to items not included in this guide.*

## Helpful Tools

You will need a few basic tools and supplies to keep your home like new. At a minimum, we suggest you keep the following on hand:

- ☐ Medium-size adjustable wrench
- ☐ Standard pliers
- ☐ Screwdrivers—small, medium and large, flathead and Phillips head
- ☐ Claw hammer
- ☐ Hand saw
- ☐ Assorted brads, nails and screws
- ☐ Sturdy penknife
- ☐ Quality interior and exterior caulk
- ☐ Caulking gun
- ☐ Matching interior and exterior paint and different-size paint brushes
- ☐ Sandpaper (medium and fine grit)
- ☐ Silicone lubricant spray

**Important Note:** *Should a problem occur during your warranty period (see Home Warranty Section) that cannot be solved by the maintenance information contained in this guide, contact Oakwood's Customer Care. Other courses of action may affect your coverage under the warranty agreement.*

## Appliances – Kitchen

The instruction manuals and other papers that were given to you during your New Home Demonstration accompany your new electrical or gas kitchen appliances. Look through them carefully, fill them out and mail any return post-cards necessary to record warranties.

Should you require service on any of your new GE appliances, please contact GE directly to arrange for an appointment:

- GE Answer Center® 1-800-626-2000
- GE Consumer Service 1-800-GE-CARES

**Helpful Tip:** *Before calling for service, always check the electrical breakers and GFCI switches. For gas*



*appliances, be sure the gas is turned on at the valve.*

## **Cabinets and Vanities**

Your kitchen cabinets and bathroom vanities are factory finished and should be cared for much like fine wood furniture. Never clean with harsh abrasive products that are water based. You can enhance and preserve the rich wood grain finish by a periodic application of paste wax.

Scratches, which may result from normal use, can usually be touched up with Watco Danish Oil Finish, which can be purchased at most hardware stores. Cabinet and vanity hardware may loosen with repeated use; periodically tighten the hardware as needed.

## **Carpet**

The floors in the primary living areas of your Oakwood home have been covered with professionally installed carpeting, if selected. All carpet comes from the mill in standard twelve (12) foot widths. Every effort has been made to limit the number of seams and locate them as unobtrusively as possible. However, seaming is unavoidable. Some grades, brands or colors of carpeting may show seams more readily than others, but this is not necessarily a reflection of the quality of carpet you have chosen.

After the initial installation of the new carpet, you will notice that excess yarn may appear on the carpet surface; this is normal. Please do not be concerned, as this will dissipate after repeated vacuuming.

### **Helpful Tips:**

- *Vacuum the traffic lanes frequently. For maximum soil removal use short and slow movements, about two (2) or three (3) strokes in each spot.*
- *Vacuum your entire carpet once a week. Failure to vacuum regularly causes significantly greater wear and tear on your carpets.*
- *Remove spots quickly so they do not become permanent stains. Refer to the manufacturer's recommendations for stain removal. If a non-recommended stain-removal process is used, the warranty on your carpet may be invalidated. Always test a stain remover on a piece of leftover carpet, or in a corner of a closet, prior to use elsewhere in a room.*
- *Consult with the carpet manufacturer if you intend to shampoo using water. Some manufacturers will advise against this procedure. For further information on stain removal, you may contact the yarn manufacturers directly:*

### **Manufacturer's Telephone Numbers:**

<i>Stainmaster</i>	<i>1-800-4DUPONT</i>
<i>Mohawk</i>	<i>1-800-2MOHAWK</i>
<i>Shaw</i>	<i>1-800-441-7429</i>

- *Shampoo as soon as soil that cannot be removed by vacuuming is evident. Vacuum as soon as carpet is dry to remove soil loosened by shampooing.*
- *Do not rely on foam cleaning products as they cannot remove deeply imbedded soil. Some foam products leave a residue in the carpet that attracts and holds soil. To avoid this, conduct the following test:*
  - *Dispense a small amount of foam in a shallow dish and allow drying. If the residue is hard and sticky, the product will act the same when spread on the surface of the carpet. If the residue powders easily, the product is generally safe to use as a surface brightener.*
- *Place wipe-off rugs on hard-surface floors adjacent to carpeted floors. Clean frequently.*

**Substances which may cause permanent damage to your carpet include the following:**



- Acids such as, toilet bowl cleaners and tile grout cleaners
- Acne medications containing Benzyl Peroxide
- Chlorine bleaches
- Oxygen bleaches
- Insecticides
- Plant foods
- Drain cleaners
- Oven cleaners
- Urine
- Vomit
- Blood

### ***Caulk – Exterior and Interior***

Depending on siding type, caulk has been applied to your home around doors, windows, exterior vents, air conditioning line, gas piping and brick or wood abutments. Interior caulk has been applied around tubs, sinks, countertops, stair stringers, baseboards, windows and door casing, thresholds, etc. Even properly installed caulking will shrink and show surface cracks due to settlement, expansion and contraction.

Check the interior and exterior caulking around the house once a year and re-caulk as necessary. Select a high quality brand. Generally, the silicone caulks are superior and last longer. Some caulks can be painted, while others cannot.

### ***Ceramic & Porcelain Tile***

The ceramic and porcelain tile used in various rooms of your new home provides a durable and decorative covering for floors and walls. **Cracks in grouting of tile joints are common, resulting from normal shrinkage conditions.** Shade and/or color variation exist in most fired-clay products and grout. Manufactured tiles also have a size tolerance and are not perfectly square.

Tile floors are generally easy to maintain. To keep them looking like new, wipe with a wet cloth and wet mop from time to time. Abrasive cleaners should not be used to clean tile surfaces because they can cause surface scratching. The grout used between tiles can be cleaned using a brush and mild cleanser. (See Grout in this section.)

Care should be taken to avoid causing damage to the tiles by securing shower rods too tightly on bath walls and/or dropping heavy objects on floor surfaces. Such occurrences can result in cracked and broken tiles. Stiletto or spike heels can damage ceramic, porcelain, slate and hardwood floors. Avoid this damage by removing shoes.

### ***Cleaning Tile – Floors and Walls***

- If you have soft water, use an all-purpose cleaner (See list of recommendations).
- If you have hard water, use a commercial tile cleaner. You may also use a solution of equal parts water and vinegar. Be sure first to test this solution in a small area to be sure it won't etch your tile or erode



the grout. Vinegar can damage some crystalline tile glazes.

- Dry shower walls after each use.
- A light coat of lemon oil will help keep water from spotting. (Do not use with colored grout.)
- For heavily trafficked floors, a concentrated solution of Spic and Span or Oaklite is recommended. Be sure to rinse well and follow the manufacturer's instructions.

## **Concrete: Foundations, Exterior and Interior Concrete**

Concrete, by the very nature of the material, has a propensity to crack. To date, no known prevention has been found for this. The major reason for concrete cracking is settlement. Also, the expansion and contraction of concrete surfaces, due to temperature changes during the year, can cause cracking. Oakwood does provide control and expansion joints in the concrete in an effort to minimize and control cracks. However, we have no control over such factors as severe frost, settlement and aggravation from the use of salt and/or other de-icing chemicals. Even though you may not use these chemicals yourself, they can be tracked in from the public streets, causing surface problems on concrete.

### **Helpful Tips:**

- *As you see minor cracks appearing, apply a thin coat of latex crack sealer to arrest this problem. Purchase this crack sealing material from your local home-care or hardware store. This is a normal part of homeowner maintenance; failure to seal cracks in a timely manner may lead to additional movement of concrete flatwork, which may not be covered under warranty.*
- *Avoid the use of any salt or de-icing chemicals in the winter months. Use only plain sand for de-icing. For further protection against the effects of these chemicals, apply a quality seal coat material to exterior concrete surfaces on an annual basis.*
- *In the event a foundation crack allows the entry of water to the inside of your home, please notify Oakwood's Customer Care immediately. We will notify you of the type of action to be taken to correct this situation.*
- *If you decide to pour a patio or service walk at your home (with H.O.A. approval), make sure to keep the grade at the top of the patio or walk at least six (6) inches below the bottom course of the siding and window wells. This will help ensure that drainage water will not infiltrate the basement over the foundation or through the basement window wells. The concrete slab should not be tied into the foundation, or damage to one or both could occur.*
- *Water seepage into your basement is sometimes possible as snow melts or during prolonged periods of rain. To prevent damage, we suggest the following:*
  - *Do not leave valuable items on the floor of your basement.*
  - *If applicable, make sure to check your sump pump and sump pit regularly to ensure that the pump is operating properly and that the pit is clean and free of bacteria. Add two (2) ounces of Clorox Bleach periodically.*
  - *Remove snow and debris from all basement window wells.*
  - *Make sure escape windows and all window drains are unobstructed.*
  - *At all times ensure that all downspouts are directed away from the foundation and tip outs are extended.*

It may take some time for concrete basement floors to fully cure (dry out). During this period, it is not unusual to see dark spots appear in the concrete surface, especially during very humid weather.

A concrete sealer, available at any home-care store, will make an unpainted concrete floor easier to keep clean. Follow the manufacturer's directions for cleaning after the sealer has been applied.



## ***Care and Maintenance of Exterior Concrete***

- Minor spalling or pitting is normal. However, avoid using de-icing chemicals, as these products can cause significant damage to the concrete; many contain ammonium sulfate or ammonium nitrate, which will rapidly disintegrate concrete. Plain sand works best to keep the concrete surface slip-resistant. Also, please remember to avoid the spread of inorganic fertilizer on your concrete as it can also cause concrete deterioration and/or staining.
- Remove snow and ice from driveways and patios as soon as possible. It is recommended that a surface sealer be applied annually in the fall. Check with a concrete contractor about sealers. These can be painted or sprayed onto the concrete.
- Apply a weather resistant caulk (e.g., Vulkem 116) to control joints within the driveway to prevent water accessing the soil below. Failure to do this can result in deterioration of the concrete, which may not be covered under warranty.
- Changes or alterations to concrete flatwork made after closing (including additional pours, staining, and adding structures with significant weight) may damage the concrete and are not covered under warranty.
- If repairs to concrete are necessary, Oakwood cannot guarantee an exact color match. As concrete cures and ages it will change color, and in most cases separate pours will turn to similar shades.

## ***Countertops – Solid Surface***

Solid Surface provides for a lifetime of easy care. Just follow the simple guidelines listed here to keep your solid surfaces looking as fresh as the day they were installed.

**Routine Care:** Soapy water or ammonia-based cleaners will remove most dirt and stains. However, slightly different techniques must be used to remove difficult stains.

- **Cleaning:** For most dirt and stains, use soapy water or an ammonia-based cleaner.
- **Water marks:** Wipe with a damp cloth, towel dry.
- **Difficult stains:** Use an abrasive cleaner and a green Scotch-Brite pad.
- **Disinfecting:** Occasionally wipe surface with diluted household bleach; one (1) part water and one (1) part bleach.

**Preventing heat damage:** Solid Surface withstands heat better than ordinary surface materials. However, hot pans—as well as some heat-generating appliances such as frying pans or crock-pots—can damage the surface. To prevent heat damage, always use a hot pad or trivet with rubber feet to protect your countertop.

**Preventing other damage:** In most cases, Solid Surface can be repaired if accidentally damaged. However, be sure to follow the guidelines here to prevent any permanent damage to the countertop:

- Avoid exposing your solid surface to strong chemicals, such as paint removers, oven cleaners, etc. If contact occurs, quickly flush the surface with water.
- Do not cut directly on your countertops.



- Run cold water when pouring boiling water into sinks.

## ***Countertops – Laminate:***

The laminated countertops used in your Oakwood home are made of top-quality plastic laminate materials. Because these counters consist of a sheet of very hard plastic laminated to a wooden base, you must be careful not to disturb the bond between the wood and the plastic. For this reason, always be sure to use a hot pad or trivets. Anything coming directly off a burner or out of the oven will be much too hot to place directly on the plastic surface. Also, please remember that laminate tops are not scratch-proof.

Here are some maintenance procedures for maintaining the beauty and prolonging the life of your laminate countertops:

- Most spots, glass rings, etc. will usually wipe clean with a damp cloth and mild soap. For more stubborn stains, use an all-purpose or bathroom cleaner following the instructions. Rinse and dry. Be careful of the inks used in marking grocery products, especially meat and produce. They are often indelible and can be extremely difficult to remove. Newspaper ink can also produce an indelible stain. When you clean your countertops, do not use any kind of abrasive cleaners.
- For very stubborn spots, rub a soft brush with mild lava soap to create lather. Gently rub the spot in a circular motion pressing lightly. Rinse and dry.
- Never cut items directly on the countertop. They will scratch, and knife marks can become unsightly hiding places for dirt.
- Countertops are not constructed for sitting. Excessive weight can cause the countertop to warp, drawers to malfunction, and the top to pull away from the wall.
- In order to prevent leaks, be certain to monitor the condition of all caulking at countertops, and redo if separation or shrinkage occurs.
- Keep your countertops (especially the seams) clear of excessive or standing water which can cause warping and delamination. This is when the surface edge becomes separated from the support material to which it is glued. It is critical to keep the seams dry or they will likely warp and/or delaminate. This is not covered under warranty.
- If laminate is in an area where only dusting is needed for maintenance, a non-oily furniture spray such as Pledge may be used. Be sure to clean the spray off several times per year to avoid buildup. This may be done with ammoniated cleaners such as Windex.
- Substances that may be removed with solvents by the same manufacturer or recommended by the manufacturer include:
  1. Hobby glue
  2. Nail polish
  3. Lacquers or oil-based paint
  4. Varnishes

These solvents must be applied carefully and removed quickly, as they may adhere to the glue lines and cause delamination.



**Precautions:** Even though laminated surfaces are among the easiest to care for (and one of the most durable), there are some precautions to be taken:

Abrasive tools and cleaners may scratch the surface, marring both the beauty and the stain resistance.

To re-glue after delamination, use a knife to scrape away dried glue from the support surface and the back of the laminate. Apply a contact adhesive evenly to both surfaces and allow to dry until shiny. Press laminate firmly and evenly down at all points. Allow drying for twenty-four (24) hours before exposing to water.

Substances that can permanently stain or damage laminate include:

1. Drain cleaners
2. Toilet-bowl cleaners
3. Dyes for hair, textiles and food
4. Oven cleaners
5. Rust removers
6. Varnish with stain

The leading cause of surface damage is failure to rinse after cleaning. Even a small amount of cleaning solution on a countertop will be reactivated chemically when a damp dish is set on it. The chemicals act on the surface far longer than they should. The result could be a permanent scar.

Prolonged exposure to direct sunlight could cause fading or yellowing.

Water should not be allowed to stand on the surface for a prolonged period, or it could attack the glue lines and cause the support material to swell.

## ***Decks***

Your new Oakwood home may feature decks. They require care and are designed to last for many years. Sealing is an essential part of maintaining your deck and is considered the homeowner's responsibility. Do not install heavy equipment or nail anything to your deck. The hole caused by the installation could allow water to enter your home and cause damage. Any damage would be your responsibility.

## ***Doors***

Most door problems can be handled with minimum maintenance procedures:

- Sticking caused by shrinkage and swelling, especially during summer humidity, is the most common problem with doors. It is also a common characteristic in new homes.
- Interior doors, bi-pass and bi-folds, often stick or warp due to various weather conditions. Interior panel doors may show raw wood if panels shrink more than the frame. Exterior doors will warp to some degree due to a temperature differential between indoor and outdoor surfaces. Winter conditions may change the moisture content of wood doors, causing temporary warping. These conditions are normal.



**Helpful Tips:**

- **Sticking:** If swelling in damp weather causes the sticking, fold sandpaper around a wood block and sand the edge that binds.
- **Uneven alignment:** If uneven alignment is the cause, check to see that hinge screws are tight and holding the door in place properly. If the door is still out of alignment, sand or plane the edge that binds. Always paint or varnish areas you have sanded or planed to protect the wood from moisture and prevent further problems.
- **Weather-stripping:** To maintain a proper seal, you will periodically need to adjust the weather stripping on your exterior doors. You can do this easily by running a flathead screwdriver firmly up and down the groove in the weather stripping and/or adjusting the bottom threshold height to be snug with the bottom of the door.

A well-sealed door should be somewhat hard to open and close. A slight air crack is normal. Sometimes a hard wind may cause howling. Adjusting as mentioned above will solve the problem, unless the winds are very strong.

- **Painting:** Whenever you paint your house or trim, also paint the wood or steel exterior doors. Natural-finished doors require more frequent recoating.
- **Adjustable thresholds:** Many exterior doors are equipped with adjustable thresholds. These are easily adjusted with a large screwdriver as the seasons and humidity change.
- **Bi-fold or sliding doors that stick:** Keep tracks free of dirt and grit. Occasional application of silicone lubricating spray will enable doors to slide easily and prolong their life. Be sure to protect surrounding floor surfaces.

## **Drains**

Each plumbing fixture in your home has a J-shaped pipe (called a P-trap) designed to provide a water barrier between your home and the odor of sewer gas. The trap holds water, which keeps airborne bacteria and the odor of sewer gas from entering your home. Unused drains—such as those in mechanical rooms—can dry out, and will need to be flushed periodically by adding water.

If you seldom use a fixture, turn it on at regular intervals to replace evaporating water and keep the barrier intact. Because of their shape, traps are the point at which drains are most likely to become clogged.

- **Bathtub, sink and shower drains:** If a drain in these fixtures becomes clogged, first use a plunger. Be sure the rubber cup covers the drain opening and that the water comes up well over the cup edge. Working the plunger up and down rhythmically ten (10) or twenty (20) times in succession will build up pressure in the pipe and be more effective than sporadic, separated plunges. Be sure to plug the overflow outlet, if there is one, with a piece of old cloth, and close the other drain when working on a double sink. If the plunger does not solve the problem, use a plumber's snake. These can be rented or purchased at a rental yard, hardware or homecare store. Always turn the handle of the snake in the same direction when removing it as you did when inserting it. This will prevent matter attached to the snake from coming loose before the snake is removed.

**Helpful Tips:**

*If a plunger or snake can partially open a drain, often hot water (no hotter than 140 degrees for plastic pipe) will finish the job. If not, open the P-trap, putting a bucket or pot under it to catch the water. A piece of wire may help dislodge the blockage. The snake can also be run in at this point.*

*Although it is sold commercially as a drain cleaner, never use caustic soda to open a drain. It will combine with the grease from soap or food waste to form an insoluble compound.*

*In order to avoid stopped-up drains, never pour grease into a drain or toilet. Ordinary washing soda, not*



*baking soda, added to a drain on a regular basis will help keep it clear of grease from soap and cooking utensils. Run hot water through the drain, turn off the water, add three (3) tablespoons of washing soda and follow it with just enough hot water to wash it down the drain opening. Let it sit for fifteen (15) minutes and run more hot water.*

**Caution:** *When flushing your drains with potash lye or caustic potash (which are highly corrosive), always pour them slowly into the drain to keep them from spattering. Never pour water into the chemicals. Wear old clothes, rubber gloves and goggles or safety glasses. Never use a plunger after chemicals have been added to a drain, as the water may splash and cause injury or damage nearby surfaces. Follow label directions.*

**Washer Drain:** *The wall-mounted overflow drain in the washer area is intended to handle minor leaks and overflows, and may not handle water flooding caused by broken hoses, major overflows or leaks from a washing machine. Oakwood Homes is not responsible for damages that are caused by a washing machine.*

## **Drywall – Walls and Ceilings**

The interior walls of your home have been constructed of gypsum wallboard (drywall). Slight imperfections such as shrinkage, settlement cracks, minor lifting of baseboards, nail pops and/or seam lines do appear during the drying and settling process of your home. This is a normal condition of drywall construction.

Also, please note: ‘Critical lighting,’ which is artificial or natural lighting that strikes the glossy drywall surface at an oblique angle, will also accentuate even the slightest surface variations. Typically, additional patching, painting or other applications cannot improve this condition.

No attempt should be made to repair these occurrences in the drywall until your home has gone through the drying and setting period. This is usually around twelve (12) months.

### **Helpful Tips:**

- *After you have passed your one-year period, and the house is sufficiently dried, use a product called Spackle to fill in any slight imperfections. Spackle can be obtained in any hardware or home care store, in either powder or paste form. Follow the instructions on the container and follow up with the use of touch-up paint, which was provided to you at your New Home Demonstration.*
- *For nail/screw pops: putting a piece of cardboard, such as a matchbook cover, over the nail and then gently tapping with a hammer can reset a nail pop. When redecorating, knock the loose paint and plaster off the top of the nail pop and fill and repaint that area. In the case of a screw pop, a Philips head screwdriver can be used to reset the screw.*
- *Hairline cracks should be left until redecorating, at which time they may be repainted or filled with patching material and repainted.*

Drywall patches will have variations in texture. Oakwood will return once during the first year of warranty to repair only cracks exceeding one-eighth (1/8th) inch in width (not in length). Oakwood will re-paint only those repairs to the original color. We cannot guarantee color match. It is to your benefit to wait until your eleventh (11th) month and send in a service request to Oakwood’s Customer Care.

## **Electrical**

The wiring of your new Oakwood home meets the code requirements and safety standards for the normal use of electrical appliances. Ordinarily, small appliances—which require your presence for their operation—may be plugged into any electrical receptacle without fear of overloading a circuit. However, the use of larger appliances, or the use of too many appliances on the same circuit, may cause an overload of the circuit and trip a circuit breaker, which protects the wiring and equipment in your home. They are the safety valves of your home’s electrical system. The circuit breaker panel may be located on an outside wall of your home near the electric meter, or in the garage.



- Master circuit breaker: Your home has a master circuit breaker. The compressor, range and other 220-volt circuits are also located in this box. When the master circuit breaker is tripped, the electricity to the entire house is shut off.
- Electrical outlets: Three-holed grounded receptacles are standard in your home, and will accept standard two-prong plugs. Please note that wall switches control some outlets.
- Arc Fault Circuit Interrupters (AFCI): The 'AFCI' is an electrical device designed to protect against fires caused by arcing faults in the home electrical wiring.
  - *Presently, AFCIs are designed into conventional circuit breakers combining traditional overload and short-circuit protection with arc fault protection. They are on all bedroom circuits installed by Oakwood Homes.*
  - *The AFCI serves a dual purpose. Not only will it shut off electricity in the event of an 'arcing fault,' but it will also trip when a short circuit or overload occurs. It provides protection for the branch circuit wiring and limited protection for power cords and extension cords.*
  - *AFCI's have a test button and look similar to ground fault circuit interrupter (GFCI) circuit breakers. They should be tested once a month to ensure they are working properly in order to provide protection from fires initiated by arcing faults. The test button is located on the front of the device in the main electrical panel. If the device does not trip when tested, the AFCI is defective and should be replaced.*
- Ground fault circuit interrupter (GFCI) electrical outlets: These are special circuit breakers that are designed to break the flow of electricity, in the event of a short circuit, and prevent dangerous electrical shock. These electrical safety devices are installed in bathrooms and other selected areas. They may be tripped by an electrical short, as well as moisture, and should be checked during an electrical failure. Do not plug refrigerators or freezers into GFCI outlets or circuits.
- GFCI troubleshooting: If any receptacle on a GFCI circuit collects any moisture, as sometimes occurs during a period of high humidity or after a rainstorm, the receptacle may trip and automatically shut off all power. If this happens, the power will remain off until the receptacle dries and is reset by you. The receptacle cannot be reset until it dries. Opening any outside covers may reduce the drying time by letting the air and sun dry the receptacle.

**Helpful Tip:**

*One GFCI may control several electrical outlets. Garage outlets are often required to be on GFCI's, in which case it is advisable to install a separate circuit should you wish to keep a freezer or refrigerator in your garage. Appliances that need continuous power (such as air conditioners, freezers, landscape timers and refrigerators) should not be plugged into GFCI outlets.*

- **Circuit breakers:** *Circuit breakers may be reset by first switching the breaker to Full Off and then back to Full On.*
- **Power failures:** *In the event of a loss of electrical power in your home, follow these steps:*

**Step #1:** *If the power loss is confined to one area of your home, chances are that an individual circuit breaker has turned off. Unplug any appliances in the area that are without power and turn other appliances off as well. Check the circuit breaker and, if necessary, reset it. Plug your appliances back in. If the circuit breaker fails repeatedly, you have either a short circuit in one of your appliances or a short circuit in the electrical system in your home. Do not attempt further repair. Call a licensed electrician or Oakwood's Customer Care if your home is still covered under our limited warranty.*

**Step #2:** *If electrical power is lost throughout your home, first check to see if your neighbors are without power. If the outage is neighborhood wide, contact your local electrical service provider. If just your home's power is out, check the master circuit breaker. If the master circuit breaker has tripped, reset it. To reset, turn all breakers off, turn the master breaker on, and then turn the other breakers on one-by-one.*



**Step #3:** *If the master circuit breaker trips repeatedly, refer the problem to a licensed electrician.*

- **Electrical Troubleshooting:** *If electrical outlets won't work, make certain the circuit breaker has not been tripped. If it has, reset it. If not, make sure a wall switch that is in the OFF position does not control the outlet.*
- ✓ If individual ceiling lights or lamps don't turn on, check the bulb in another fixture. If the bulb is good, check the circuit breaker to see if it is tripped, and reset if necessary. Also, check for wall switches that may be turned off.
- ✓ If an outlet sparks when plugged into, be certain the appliance is turned off before plugging it in. If it still sparks, try another outlet. If you get sparks from a second outlet, the problem may be in the appliance cord. If you do not get sparks, have the receptacle inspected. Please note that sparks from wall switches should be checked by an electrician.
- ✓ If a wall switch or receptacle is hot to the touch, immediately trip the circuit breaker serving that fixture and contact an electrician.

**Important Note:** *Oakwood highly recommends that you consult a licensed electrician to make any changes or additions to your electrical system. A permit may be required.*

**Caution:** *Respect your electrical system. Do not insert metal objects into wall outlets. Use child safety covers, available at grocery and home-care stores, for outlets that are accessible to small children.*

## **Exterior Lights**

The exterior lights on your Oakwood home may have a variety of finishes.

### **Helpful Tips:**

- *Replace the light bulbs with the same wattage bulbs as those that were originally installed in the fixture.*
- *Protect the finish with a wax or protectant product to avoid corrosion and discoloration.*
- *Replacement bulbs can be purchased at home centers, lighting and hardware stores.*
- *Make sure to purchase interior- or exterior-rated bulbs, depending on location.*

## **Fencing**

If you elect to add a fence to your property, employ a professional fencing contractor. In this regard, it is your responsibility to locate the property lines and have your fencing installed according to local building codes and the Conditions, Covenants & Restrictions of your Homeowners Association (HOA). Before you install fencing, refer any questions to your HOA for approval of new fencing. Check with your HOA before changing the paint color of your fencing. Always call for locates (811 on your phone) before digging, and verify the location of any sprinkler lines near the property lines and sides of the house.

## **Fiberglass Tubs and Shower Bases**

If fiberglass tubs and shower bases are installed in your Oakwood home, here are some Helpful Tips that will keep them looking like new:

- Avoid using abrasive cleaners that will scratch the surface.
- For normal cleaning, use warm water and liquid detergent, such as Dow, Lysol or Mr. Clean bathroom cleaners, with sponge, nylon, polyethylene or saran cleaning pads. Do not use abrasive cleaners, scour-



ing pads, steel wool or scrapers.

- For an extra sparkle against mild grime, smear entire surface area with a water paste using baking soda, such as Arm & Hammer. Allow to effervesce for a few hours and rinse with warm water.
- For stubborn stains, use a nonabrasive cleaner, such as Spic and Span. Sponge the area with the cleaner, allow to stand for an hour and rinse with warm water.
- For extra-tough stains, use hydrogen peroxide bleach that you can purchase from your local drug store. Soak it onto white cotton rags and apply it to the deep dark stains throughout.

**Note:** *Wear rubber gloves and avoid contact with eyes, skin, clothing, rugs and furnishings.*

- For hard-water deposits, use regular pool acid such as muriatic acid (use with extreme caution). Dilute it one (1) part muriatic acid with ten (10) parts cold water and apply with sponge until scale disappears.

**Note:** *Wear rubber gloves and avoid contact with eyes, skin, clothing, rugs and furnishings.*

- Avoid dropping objects on fiberglass surfaces, or striking the surfaces with sharp objects; chipping or cracking could result.
- For heavy soap deposits, use regular bathroom cleaning solution from your local drug store, and apply with sponge until soap disappears. Afterward, rinse thoroughly with warm water.
- For scratches and dull areas, rub vigorously with automotive rubbing compound, such as DuPont, and a white cotton rag. Then buff vigorously with a carnauba-based wax. If done twice a year, this will maintain a lustrous finish after cleaning as above.
- Monitor caulking at joints and edge and replace as necessary, including at the floor.

## **Fireplaces**

Your Oakwood home maybe equipped with a prefabricated direct-vent gas fireplace. With direct ventilation, no combustion air is drawn from the living environment, ensuring that all products of combustion are exhausted to the exterior.

### **Helpful Tips:**

- *Never place combustible materials in your gas fireplace.*
- *Clean the glass front twice annually or as heavy usage requires. Apply a glass cleaner or vinegar with crumpled newspaper. Do not use razor blades on glass. Do not use glass cleaners that include ammonia or Windex.*

Your gas fireplace is equipped with a push-button electric gas starter. Refer to your owner's manual for information. Also, reference your owner's manual for cleaning instructions.

When lighted for the first time, the fireplace will emit a slight odor for approximately one to three hours (longer if it is cold outside). Occasionally a haze may be seen in the air in the room at the same time. This is due to the curing of the logs and 'burn in' of internal parts and lubricants used in the manufacturing process. Open doors and windows to ventilate the room(s) sufficiently while burning your fireplace the first few times.

**Important:** Clean inside of the glass door whenever you see dirt buildup on glass. Operation of the fireplace while glass is dirty will increase the difficulty of cleaning.

- **Glass-Door Removal:**



- ✓ See owner's manual

#### ■ **Maintenance Instructions:**

- ✓ **Important:** Turn off the gas and electrical power before servicing your fireplace. This fireplace and venting system should be inspected before use—and at a minimum annually thereafter—by a qualified service person. The fireplace area must be kept clear and free from combustible materials, gasoline, nail polish, lighter fluids, aerosol sprays and any other flammable vapors and liquids. The front of the combustion and ventilation area must not be obstructed.
- ✓ In order to properly clean the burner and pilot assembly, remove the logs to expose the burner and pilot assembly.
- ✓ Keep control compartment, logs, burner and surrounding area clean by vacuuming or brushing at least once a year.
- ✓ Check to see that all burner ports are burning. Clean out any of the ports that may not be burning properly.
- ✓ Check to see that the pilot flame is large enough to cover the thermocouple on one (1) leg and reach the burner on the other leg.
- ✓ Replace cleaned logs.
- ✓ Check to see that the main burner ignites on all ports when the switch is turned on. A five (5) to ten (10) second total light-up period is satisfactory. If ignition takes longer, consult your fireplace dealer.

**Important Note:** Purge all gas lines with the glass doors of the fireplace removed. Ensure a continuous gas flow at the burner before installing the door. Under extreme vent configurations, allow ten (10) to fifteen (15) minutes for the flame to stabilize after ignition.

*If a fireplace is not used for an extended period of time, the gas in the line will dissipate. It is common to turn the unit on and off multiple times before the gas will purge the line, thus allowing it to fire.*

## **Engineered Floors**

Engineered wood floors require the same care and maintenance as nailed-down wood floors. However, they are pre-finished in the factory with their own sub-floor. Pre-finished floors are attached around the baseboards of the room and float over the subfloor below. The plank size of the wood ranges in width from five (5) inches to eight (8) inches.

## **Hardwood Floors**

You may have selected a pre-finished or job-site-finished plank hardwood floor. Some characteristics of these products are:

- Streaks, spots and color variations
- An occasional unfilled hole
- Knots inherent to the wood

With all hardwood flooring, there may be shade variations from piece to piece, as each piece will accept stain differently. The graining of wood will differ from piece to piece, and filled knots or wormholes may appear. These are characteristics that are prevalent in natural wood.

### **What Not to Expect From your Hardwood Floors:**



- A tabletop finish: Each piece of wood flooring sands differently depending on its grain type (plain or quartered), making a completely flat surface virtually impossible.
- A dust-free finish: Since your floor is being finished in-home, some dust will fall onto the freshly applied top finish. This will diminish with wear.
- A monotone floor: As a natural, non-fabricated product, the look and feel of wood will vary from plank to plank. It is milled from a tree and will have grain and color variances consistent with grade and species.
- A floor that will not indent: Despite the term 'hardwood,' oak and other wood flooring may indent under high-heel traffic, especially if those heels are in disrepair.
  - ✓ Measured in pounds per square inch (psi), a typical car has a load of 28 to 30 psi, and an elephant has 50 to 100 psi. A 125-pound person, with a pair of quarter-inch high-heel shoes on, has 2,000 psi. That's a problem for any floor—metal, wood, ceramic, carpet, terrazzo or resilient.
  - ✓ Damage will usually occur not from the heels themselves but from protruding nail heads. An exposed nail head can exert a force of 8,000 psi. That's high enough to crush hardened concrete. It's difficult for any flooring material to resist that level of force. Oakwood Homes will not accept claims for damage caused by high-heel traffic.
- A floor without cracks between the boards: Although your new floor will start tight together, as a natural product it will continue to absorb and expel moisture. This natural process will cause the flooring to expand and contract from season to season, which may result in cracks between some floorboards. Some stain colors, such as white, will reveal this process more than others. Home humidifier systems will help to maintain a constant humidity level in your home and help alleviate the breathing—or expansion and contraction—of all the wood in your home.
- Since the effects of climate and natural wear and tear cannot be prevented, Oakwood will not warrant problems that occur due to these conditions.

#### **Helpful Tips:**

- *Clean your hardwood floors frequently. Sweep the floors and mop with a soft, dry mop or cloth. Do not use water or water-based cleaners.*
- *When your floor becomes soiled, damp-wipe with a mixture of one (1) cup of vinegar to one (1) gallon of warm water. When damp-wiping, be sure to remove all excess water from the mop. Never wash or wet-mop wood floors. Excess moisture can penetrate the finish, causing discoloration and warping.*
- *Flooding your hardwood floors with water may cause stains, warping and general destruction. Do not permit water or other liquids to stand on hardwood flooring. Wipe up spills immediately. Do not use water-based detergents, bleach or one-step floor cleaners on hardwood floors.*
- *Dragging heavy appliances or furniture across hardwood flooring may result in permanent scratches in the finish.*
- *Polyurethane and water-based urethane finishes do not require waxing. You may screen and coat the floor when the finish is worn. This process could frequently be necessary if the floor is in a high-traffic area. Preventative maintenance for all finishes is as follows:*
  - ✓ *Place throw rugs in entries, in front of the kitchen sink, and in other high-traffic areas to avoid the accumulation of dirt. Areas with rugs may wear differently according to traffic and UV lighting.*
  - ✓ *Do not use rubber-backed mats, as they may cause discoloration.*
  - ✓ *Vacuum or dust-mop on a daily basis, as loose dirt will scratch your floor and dull the appearance.*
  - ✓ *Protector pads placed under furniture legs will help prevent scratches.*



- ✓ *Wipe up spills as soon as possible to prevent spotting and staining.*
- ✓ *Oakwood does not recommend the use of cleaning products containing wax or oils, including Murphy Oil Soap. If these products are utilized, additional finish coats may not adhere properly and the wood may need to be re-sanded to achieve a new look.*
- Waxing and buffing hardwood floors should be done according to the manufacturer's instructions for materials and procedures. Consider having this done by a professional.
- When traffic patterns begin to show, your finish is worn and should be professionally reapplied. This is a process called screen-and-coat. The old finish is roughed up with a fine screen and finish is reapplied. This is a one-day process. The necessary screen-and-coat frequency will depend on the amount of traffic your floor receives.
- If the floor is too worn for the screen-and-coat to repair, it will be necessary to re-sand and refinish. It is important to have the screen coat process done in a timely manner to avoid the necessity of re-sanding.
- Damages to your floor may require either process depending on the damage. You should request an estimator to assess your problem and its remedy. You could do further damage by attempting to correct the problem yourself.

## **Quarry Tile**

- Mop with a household cleaner or a vinegar-and-water solution.
- Easy maintenance and a natural shine can be acquired by following these steps:
  1. Thoroughly clean floor.
  2. Apply a thin film of soap-less, oil-based cleaner such as Lestoil, Pinesol, or Janitor-in-a-Drum, undiluted to the floor with a soft, clean cloth. Avoid using a mop, which spreads an uneven film of oil over the floor.
  3. If the floor is sticky, try mopping with one-half (½) cup of Lestoil mixed with eight (8) cups of warm water to remove excess oil from the surface of the floor.
- Continue routine maintenance using a normal solution of cleaner and water. You may expect a uniform darkening of the grout.

## **Vinyl Flooring**

The resilient floor covering used in your new Oakwood home is no-wax flooring. With the proper care and maintenance your vinyl flooring should provide beauty and resilience for many years to come.

### **Helpful Tips:**

- *Asphalt compounds tracked in from the street can permanently stain resilient flooring. Utilize mats at doors to help minimize this.*

**Important Note:** *Do not use rubber-backed mats as they can cause floors to discolor in time.*

- *Care for your floors daily by removing loose dirt with a broom, dust mop or vacuum. Wipe up spills immediately. If a spot dries, use a damp sponge, cloth or mop. Occasionally damp-mop the floors between cleanings. When floors are dull and cannot be refurbished by mopping, clean them thoroughly with a good detergent.*
- *Use floor protectors on legs of furniture to minimize scratches and indentations.*
- *High heels (especially stilettos) may damage all resilient, sheet vinyl, and hardwood floors. Avoid this damage by removing shoes.*



- *Vinyl floors are particularly subject to damage resulting from the installation and removal of appliances. It is recommended that you employ professionals when you encounter such tasks. If you choose to move appliances yourself, consider purchasing a one-eighth (1/8th) inch by four (4) foot by eight (8) foot sheet of Masonite and utilize it as a moving aid.*
- *Avoid leaving water on any seam for extended periods of time. Seams are sealed, but prolonged exposure can lead to edge lifting and bubbling. Check the caulking at bathtubs regularly for cracks, and replace as needed.*

## **Floors and Walls - Unglazed Mosaic Tiles**

- Use a household scouring powder on a wet sponge or an all-purpose cleaner with a nylon scrubber.
- For heavy-duty floor cleaning, mix scouring powder with hot water to a paste-like consistency and mop over floors. Allow paste to stand for about five (5) minutes. Scrub with a brush and rinse well.

## **Garbage Disposal**

The garbage disposal in your new Oakwood home will be one (1) of two (2) types: continuous-feed or batch-feed with locking cover.

The instructions on the side of the unit will give precise directions for its operation.

Though the garbage disposal is capable of grinding up most food, the unit is not capable of eliminating grease and other substances one would not otherwise pour down a drain.

### **Helpful Tips:**

- *When grinding greasy substances, use plenty of cold water. Always use cold water when the disposal is on. Should the drain become clogged, do not pour chemicals down the disposal.*
- *Avoid putting fibrous material, such as banana peels, celery, cornhusks, etc., down your disposal.*

**Reset Buttons:** *Most disposals have a reset button that works in much the same way as a circuit breaker. Should the disposal become overloaded with a substance it cannot grind, it will turn itself off. If this happens, turn the switch off, remove the substance obstructing the disposal's operation, wait about three (3) minutes, push the reset button (see your instruction booklet for its location), and turn the switch back on.*

If the disposal still does not start, turn it off again and check to see if you have tripped a circuit breaker. If the circuit breaker has not interrupted the flow of current, trip the circuit breaker. Disposals come equipped with a special wrench that can be inserted in a hole in the bottom of the disposal, which is under the sink. Others have a two-pronged wrench that fits in the top of the circulating plate. Turning the wrench a couple of times will usually loosen the material enough so that the disposal will turn. Restore the current, push the reset button again, and turn the disposal on.

**Caution:** *Be absolutely sure that the circuit breaker is off before inserting your hand to remove material when the disposal is stalled. Also, be absolutely sure it is off before using the wrench.*

## **Granite**

While stone is a porous material, granite is the least-porous stone. A sealer is also applied to the stone when it is installed to further protect it from staining.

Water left on a granite countertop will show evidence of moisture if left on for a long period of time. However, the water will evaporate and the spot will disappear. Oil left on a granite surface will slowly be absorbed into the stone. It is recommended that any spills be wiped up immediately. If the spill is not caught in time and a stain does develop,



a poultice may be applied to draw the oil back out of the stone. Over time the oil will naturally redistribute itself in the stone until the stain becomes virtually undetectable.

The manufacturer recommends using a sealer once every six (6) to twelve (12) months. It is a simple wipe-on, wipe-off procedure that takes about the same amount of time as general cleaning. Carefully follow the product directions for best results. The tops will be initially installed with a sealer applied.

With normal daily use, even cutting directly upon granite will not mar its finish. Unlike other surfaces, granite will not lose its shine.

Soap and water can be used to clean granite. Do not use glass cleaners as they may contain ammonia and can cause spotting.

It is also important to note that color variation in natural stone can be quite pronounced, even when derived from the same quarry. The samples shown at the New Home Center will be similar to what is installed in the house but no two slabs are exactly alike. This includes granite tile as well.

## **Grout**

Grout is the porous material you will find between all tiles in your Oakwood home (see *Ceramic Floor and Wall Tile* in this section).

The grout should be inspected periodically for cracks and holes. If either is present, the area should be re-grouted. If it is not re-grouted, water could cause the tiles to loosen. The pH balance of water can also effect the color of the grout over time.

Minor separation and looseness of ceramic tile grout where it is joined with other materials is inevitable. This is caused by the normal expansion and contraction of materials. Repairs are a function of normal home maintenance. Routine scrubbing of the grout with warm soapy water will keep it clean and fresh. Avoid strong cleaners such as Lysol as they can stain the grout.

Consider sealing the grout once a year after the first year in your house. This will help prevent stubborn stains from penetrating the grout and becoming unsightly. However, do not seal the grout until it has completely cured, which is about 45 days after installation. Sealers can be purchased at your home-care or hardware store. Please be aware that some sealing products can darken grout.

### ***Stain Removal Agents (Not for Colored Grout):***

- **Blood:** Rub with hydrogen peroxide or household bleach, rinse and dry.
- **Nail Polish:** Dissolve with polish remover. If necessary, apply liquid household bleach. Rinse and dry.
- **Grease and Fats:** Use salt, soda water, Spic and Span or Oaklite with warm water. If stubborn, apply thick paste of household cleaner and hot water, let stand overnight and scrub vigorously. Rinse and dry, or place an electric iron on several paper towels directly over stain on tiles. Turn iron to hottest setting that will not char paper towels. Let stand five (5) minutes on paper towels and blot.
- **Inks and Dyes:** Apply household bleach and let stand until bleach disappears, keeping surface wet continuously. Rinse and dry.
- **Iodine:** Scrub with ammonia, rinse and dry.



- **Mercurochrome:** Scrub with household bleach, rinse and dry.
- **Mildew:** Use a mildew stain remover for tile and grout or scrub tile with ammonia and scrub grout with scouring powder. Wash with bleach, rinse and dry.

***Recommended Cleaners:***

- Soap-less Detergents:
  - ✓ Spic and Span
  - ✓ Oaklite
- All-Purpose Cleaners:
  - ✓ Soft Scrub
  - ✓ Mr. Clean
  - ✓ Top Job
  - ✓ Fantastic
  - ✓ Ajax Liquid
  - ✓ Lestoil
- Mildew Cleaners:
  - ✓ Tilex
  - ✓ X-14 – Instant Mildew Stain Remover
- Soap Scum, Rust Stain or Water Deposits:
  - ✓ Lime Away
- Commercial Tile Cleaner:
  - ✓ TC-SO
  - ✓ Hilly
  - ✓ Hillyard CSP
- Scouring Powders:
  - ✓ Comet
  - ✓ Ajax

## ***Gutter and Downspout System***

The gutter and downspout system on your new home is made of aluminum or galvanized steel, which will be painted per your exterior color scheme.

Gutters and downspouts should be kept free of tree limbs, leaves, balls and other obstructions that will stop the system from functioning properly and which may, in time, cause leaks.



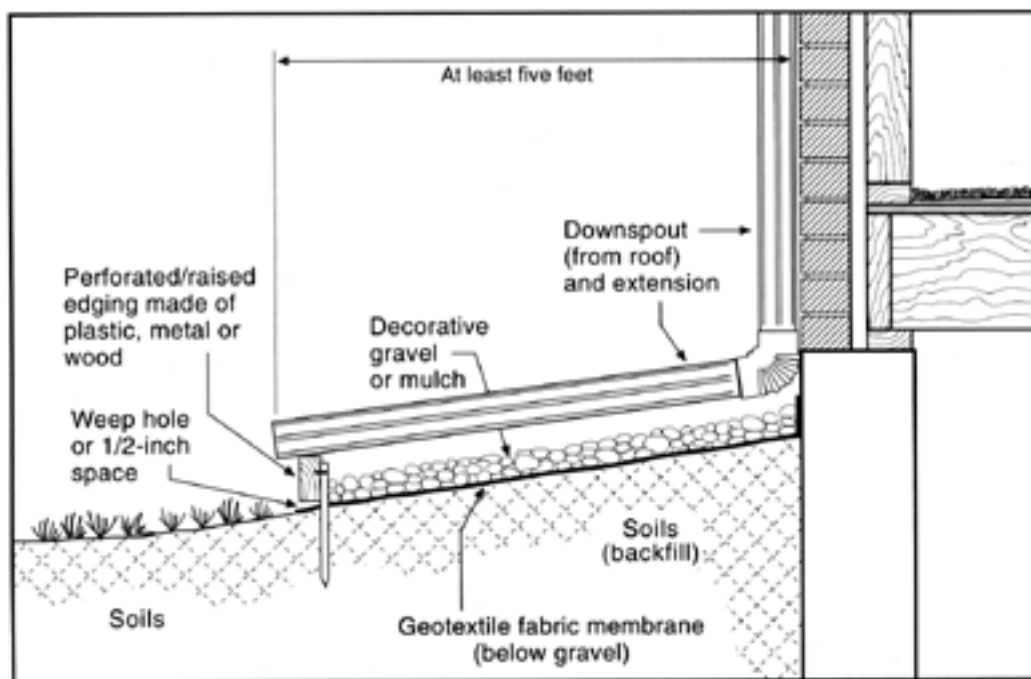
You should make sure that all downspouts are directed away from the building to eliminate pooling at the foundation, which may cause a foundation leak. Do not leave the tip-out portion of the downspout in the upright position because you may inadvertently cause water to accumulate next to your foundation.

Also, it is not recommended that downspouts be connected to underground drains. Blockage or breakage may occur, causing water to be discharged in the area of the foundation.

**Important Note:** Should you have drainage pipes connected to your downspouts, be sure the pipes are unobstructed and can carry water into existing swales. Any damage to your concrete flatwork or foundation as a result of buried drainage pipes is not covered under your warranty.

### **Exterior Grading Guidelines:**

Provide a minimum slope of six (6) inches in the first five (5) feet out from the house.



**Figure 28. Properly designed runoff slope next to a house foundation. Note that roof drainage is carried by a downspout extension to a point beyond the slope. (From Holtz and Hart, 1978.)**

Roof gutter downspout and extension should extend beyond the membrane and any edging.

There should be a metal or wood edge with weep holes, or a half-inch space, at the bottom to allow the release of water.

When adding walk paths or sidewalks, changing the grade, or impeding the drainage with walk areas, it is required to add collection drains and/or extensions to aide in the flow of water. Premature settling will occur if provisions for water flow are impeded by homeowner improvements.

## **Hardware**

Quality hardware has been used throughout your home. Do not use ammonia-based products for cleaning.

### **Helpful Tips:**

- Initial care requires periodic cleaning with mild non-abrasive soap and light buffing with a soft cloth.



- If peeling, spotting or discoloration occurs, you can restore the beauty by completely removing the remaining coating and hand polishing with a suitable brass polish.
- Normal usage may loosen screws secured to the door; periodic checking and tightening is a part of home maintenance.

## Heating

Your Oakwood home's heating system should give you many years of comfort with a minimum of attention. It is best not to over-heat a home during the first few months of occupancy, because this may cause excessive shrinking of framing lumber and other materials. Begin with as little heat as possible and increase it gradually.

**Important Note:** The temperature in your new home can vary by approximately five (5) to ten (10) degrees from room to room. This variation is normal. It is due to differences in your home's orientation to the sun, shade from neighboring homes, trees, landscaping and other factors. Oakwood Homes and our Trade Partners will make every effort to balance your system to achieve overall efficiency and comfort.

To keep your system operating efficiently, have a yearly service checkup by a licensed heating contractor. If you experience heating problems, here are basic steps to take before calling your heating contractor for service:

- Read the instruction manual for your unit.
- Set the thermostat above room temperature and set the thermostat selection to HEAT.
- Make sure the main electric switch is set to ON and that the furnace doors are securely seated into the furnace frame.
- Check to see that the circuit breakers are not tripped to OFF.
- Make sure filters are not clogged. Change furnace filters every thirty (30) days.
- Make sure the fuel line to the burner is turned on.
- Your furnace requires a yearly service checkup by a licensed contractor. Neglect or lack of maintenance may affect the manufacturers' warranty.
- If the system still will not work, phone your heating and air-conditioning contractor for service.
- Check your thermostat to see if the batteries need to be changed.

**Note:** Your furnace does not have a standing pilot, as there is no pilot light to be lit. It does have an automatic pilot.

### Controls:

Your heating and/or cooling system controls are engineered for many years of carefree service. However, sometimes they need adjustment or calibration. If this is the case, call a trained professional.

### Registers:

The registers throughout your home help to regulate the flow of air and maintain the desired temperature. By opening and closing the registers, you can determine the amount of air that enters a room. Once adjusted, the registers and the thermostat will maintain the temperature of your home. Registers should be balanced seasonally to adjust for changes in temperature.

In addition to air outlets, your home has air-intake grills. Some homes have more than one. Be sure to keep all reg-



isters unobstructed by furniture, drapes and other objects.

## ***Air Conditioning***

Your Oakwood home's air conditioning system is easy to use and maintain. Just select a temperature on your thermostat, set it and forget it!

Make sure the fan switch is set in the **ON** position, since constant air circulation keeps the temperature even. Do not cycle the system on and off. Leave the system on through the entire summer/cooling season. There is an exception, however, when outside temperatures increase through the hottest part of the summer. You may wish to increase the thermostat setting to provide a more reasonable difference between inside and outside temperatures. This avoids overworking the cooling system. The system cannot be expected to reduce and maintain an interior temperature more than thirty (30) degrees lower than the outside temperature.

To increase the system's efficiency and conserve fuel, close windows and doors tightly. Turn off unused lights and heat-producing appliances. Cover windows in direct sunlight with shades, blinds, draperies or awnings.

If your air conditioning system fails to operate properly, follow this checklist before calling for service:

- Check the thermostat setting and the thermostat thermometer. The thermostat setting should be ***below*** the temperature on the thermometer to operate.
- Check the thermostat selector. It should be set on **COOL**.
- Check the main electrical switch. It should be set to the **ON** position. Work the switch several times to remove any dirt from the contacts.
- Check all circuit breakers in the main switch box. They should be set to the **ON** position. Remember to work them several times.
- If the A/C condenser is not wired directly to the electrical panel, verify that the disconnect is set to the **ON** position (this can be found where the electrical wires for the condenser go into a small electrical box on the side of the house).
- Inspect filters to make sure they are not clogged.
- If your unit is not operating properly after checking all of the above, call the service number provided in your move-in package and on the furnace.
- Humidifiers: The humidistat and humidity levels in the house should be monitored closely when turned on each season. Depending on atmospheric conditions, condensation may build on glass windows. This is not uncommon, but excess condensation can cause damage to wood materials (especially sills) around the glass. Adjust the humidistat as needed.

### ***Air Conditioning Filter:***

Your furnace system has an air filter to help keep the air in your home clean. You were shown its location during your New Home Demonstration. For maximum efficiency, this filter should be replaced roughly every thirty (30) days. Be sure to buy the right-size filter. The size is usually printed along the frame edge.

***Helpful Tip:*** Check your furnace and/or air conditioning air filters weekly for the first twelve (12) months after move-in because your filters may clog more frequently from accumulated construction dust.



## Keys and Locks

No key used during the construction of your Oakwood Home will operate the locks after you have taken possession. The first time you use the keys you receive at closing, the tumblers inside the lock will change to fit only your key.

Most exterior hardware comes finished with a sealant. Sometimes this sealant can wear and tarnishing will occur. To minimize this condition, a regular cleaning and clear lacquer application will prolong the look of the hardware.

Passage-door hardware in any home can work loose through use. Keep a careful watch to avoid excessive play in the doorknob escutcheon plate. In the event that a doorknob or privacy lock becomes inoperable, it is usually because looseness has allowed the interior mechanism to slip out of place. Removal and re-installation of the fixture, a simple process, will usually correct the problem. Doors with key-type hardware are more complicated and usually require the services of a locksmith.

**Helpful Tip:** Periodic application of powdered graphite or silicone spray to keyholes and lock mechanisms can help to keep them operating smoothly.

## Landscaping

Your new Oakwood Home was provided with front and back yard sod.

- **Parkway trees:** If applicable, trees are planted through the build process unless prevented by inclement weather. In winter months, the tree will be escrowed and will be completed in the spring as weather permits.
- **Seasonal planting considerations:** For homeowners who may not have had the sod or landscaping completed at the time of move-in due to the season, all exterior work will be completed in the following planting when weather and soil conditions permit. Establishing a sodded lawn is a delicate process that requires special care and daily maintenance for the first four (4) to five (5) weeks after application.
- **Planting:** Observe the flow of irrigation water after each planting. If you notice pooling water or excessive flows in one area, construct drainage features to direct the flow of water. It is a good idea to consult with a landscape contractor before such drainage features are started. And always keep drains free of debris, leaves and lawn clippings.
- **Adding Soil:** If your landscaping projects require that additional soil be added to your lot, be careful that the drainage is not altered significantly. Keep the surface of the soil at least six (6) inches below the level of stucco screed or siding materials. This will aid in preventing wood rot. A civil engineer can verify that any proposed grading changes will meet drainage requirements.
- **Flowerbeds:** Flowerbeds can significantly change drainage patterns. We suggest that you consult a professional landscape contractor before you dig flowerbeds. In any case, keep plantings of flowerbeds a minimum of five (5) feet away from the foundation.
- **Maintaining your yard:** The grading on your property was designed to promote proper drainage. Before you undertake a project that will alter the drainage grading on your property, consider consulting with a professional contractor or landscape architect.
- **New plantings:** When your landscaping is installed, the plant material is guaranteed to be alive. However, when transplanting live material such as shrubs and trees, they may become stressed and go into shock (dropping leaves and stopping new growth immediately). This can also be caused by heat and other weather conditions. Your landscaping is covered during the first growing season for a one-time replacement; if trees and shrubs do not survive the winter following planting after they go into hibernation



and there is no chance of recovery they will be replaced. However, Oakwood Homes cannot be responsible for extreme weather conditions considered 'Acts of God' including hail, extreme wind, extreme temperatures, and insect and rodent infestations. The replacement type and size of planting cannot be guaranteed to match exactly what was installed originally.

**Helpful Tips:**

- *Do not let water stand (pond) near your home. If you notice ponding after watering or beyond twenty four (24) hours after a rain, correct the problem as soon as possible.*
- *Take steps to prevent water runoff to neighboring properties. You could be liable for damage.*
- *Clear surface drains of debris after each rainfall and whenever necessary during the rest of the year.*
- **Watering:** *During the first few months, your yard will require frequent watering. A sprinkler system is recommended to best manage the necessary volume of water for your new sod. This will enable the root system to develop. In normal conditions, your lawn requires watering about twice a week. In hot weather, a withered or limp appearance is a sign of a lack of water. Water in the pre-dawn hours for maximum effect and to prevent evaporation. Check your local watering restrictions.*

**Caution:** *Do not leave garden hoses connected to exterior faucets during cold weather. The water in the connection will freeze and cause a leak that could damage your home. Such damage is not covered by your warranty.*

- **Weeding:** *In some communities weeds are a definite problem. To combat this you should purchase a reputable weed-control product and apply it to your lawn per the manufacturer's specifications. Additional hand weeding will also be required to aid in weed control. Installing a weed mat under rock and mulch areas will prevent weeds from growing through the soil; however, wind- and rain-driven sand and silt can collect on top of the weed mat and provide enough soil for weeds to grow. This is more common in areas near active construction sites or open fields, and is part of home owner maintenance to keep clear.*
- **Fertilizing:** *Fertilizer will greatly help to establish your lawn. A good organic or inorganic fertilizer should be spread at a rate of one (1) pound of available nitrogen for each one thousand (1,000) square feet of lawn area. The first application should be made approximately at the same time the new grass is ready for its first cutting. Another application should be made in approximately thirty (30) days. Once the lawn is established, continued applications of fertilizer should be made three (3) to four (4) times a year. Follow the manufacturer instructions to avoid over-fertilizing, which can also damage the sod.*

**Caution:** *Inorganic fertilizers are often much stronger than organic types and are more difficult to apply in the proper amounts. Improper application may result in damage to the new lawn and surrounding concrete.*

- **Lawn Diseases:** *Most lawn diseases result from over-watering and under-fertilizing. Adjust your watering and fertilizing schedule when rust and other diseases appear. If diseased spots persist, discuss the problem with a lawn-care professional.*
- **Insects:** *Grasses are resistant to most insect infestations. Corrective measures should be taken only when large numbers of insects are present and damage is evident. At the first sign of damage to your lawn, take a specimen of the insect to the local extension service for advice.*
- **Pests:** *It is not uncommon in new communities to encounter pests on your property, especially during phases of nearby construction. Your unwanted visitors may include snakes, ants, birds, bees, and such burrowing animals as field mice, prairie dogs, and gophers. Unfortunately, some of these animals can negatively affect slopes by creating tunnels or burrows that lead to soil erosion. If burrowing animals become a problem, contact a pest-control expert. Oakwood Homes is not responsible for the removal of pests from your property.*
- **Mowing:** *Maintain your grass at a height of two (2) to three (3) inches. Never cut more than one-third (1/3rd) the length of the blades of grass. Make sure your mower's blades are sharpened to prevent damage to your grass. Failure to mow regularly can block sprinkler heads and lead to dead spots, which are not covered under warranty.*
- **Seeding:** *If you notice bare spots in your lawn, visit a nursery for advice on seeding. Grass seed is wide-*



ly available at nursery and home-care centers.

- **Trees and Shrubs:** During the first year, your trees and shrubs will require more frequent watering. A good rule of thumb is to wait until the surface soil is dry between watering. After the first year, watering once or twice a week is normal.
  - Signs of under-watered plants include yellowed or browned leaf tips.
  - Trees and shrubs may be pruned as needed.
  - If trees or shrubs begin to show signs of insect damage or disease, consult an arborist, extension service or nursery.

Please keep in mind that it is the homeowner's responsibility, through proper care and maintenance, to establish a lawn. You may find it helpful to contact a nursery, landscape or garden-supply store to obtain literature on various lawn products.

**Helpful Tip:** When you plant additional landscaping shrubbery, please remember to maintain the slope of earth away from the house and plant shrubbery five (5) feet from the foundation. This allows room for the root system and future plant growth. Homeowners should also pay careful attention to the placement of trees, shrubs, fences, sandboxes, swing sets, etc., in the rear and side yards. This could interfere with the drainage swales and affect the proper flow of water off the property. Failure to do so could allow water to swell the soil and cause foundation damage, as well as mildew under the sod.

## **Landscape Maintenance Tips**

- Whether your landscaping is a do-it-yourself project or one installed by a professional landscaper, it should be completed in a manner that ensures proper drainage so that your property, as well as your neighbor's, is protected from surface waters.
- Maintain the drainage pattern from the rear yard through the side yard and/or to the street, utilize drainage pipes, rock, ground covers or grasses to prevent erosion along the side yard and in swales (low points in the grade around the house meant to direct water off the lot).
- Swales that have been graded around your home or on the lot pad should not be blocked. If you have any questions regarding drainage patterns, refer to your lot plan. These shallow ditches have been placed there for the purpose of quickly removing water toward the driveway, street or other positive outlet.
- Do not let water gather against your foundation by the use of retaining walls. These walls are built to withstand the ordinary moisture in the ground. If water is permitted to pond against them, it may cause structural damage due to erosion or expansion.
- Do not create depressed planter boxes, areas, or install retaining walls next to foundations so that irrigation or rainwater collects in them.
- Avoid planting shrubbery too close to your foundation; five (5) feet is an appropriate minimum distance. When preparing flowerbeds or planting areas adjacent to foundations, make sure that the ground surface slopes away from the foundation.
- Never water toward the foundation of your house or water more than is necessary for the growth and maintenance of lawns, flowers, shrubs or trees. Remember, too little water is preferable to too much.

Sometimes it is desirable to install concrete patios at the rear, sides or front of the house. In order that such installations do not have a detrimental effect on your house, the following rules should be observed:

- Patio slabs should be poured up to house foundations wherever possible, and a planting strip between the patio slab and foundation should not be left unless proper under-slab drainage (away from the foun-



dation) is provided.

- Since patio slabs are usually much larger than sidewalks, there is more of a chance that drainage patterns will be obstructed, particularly at the rear of the house. It is therefore emphasized that positive drainage is restored around the perimeter of the slab by constructing drainage swales or by other means. It is extremely important that this be done in the event that patio slabs are covered.
- Patio slabs should slope slightly away from the foundation to avoid pooling water in heavy rain.

By observing the above rules, patio slabs can be constructed as desired while preserving the integrity of the drainage pattern of your lot.

## ***Lighting Fixtures***

The lighting fixtures in your new Oakwood home are designed for standard-wattage bulbs. To avoid excessive heat and potential damage, you should not exceed sixty (60) watt bulbs in most enclosed fixtures. Always follow the manufacturer's wattage rating inside the fixture.

## ***Masonry***

If selected, a high-quality masonry product was installed per your color selection. We've selected a product for your home based upon appearance and ease of maintenance.

Little maintenance is required, except for routine cleaning with water.

## ***Overhead Garage Doors***

The overhead garage door on your new Oakwood home is mounted with rollers and tension springs for easy operation. Garage doors do not seal against the elements in the same manner as your other exterior doors, and may show some light at the edges. It is not uncommon for water, snow and even small field mice to enter at the edges. This is not considered a defective installation.

The door hardware does require periodic maintenance. You should oil the locking mechanism, pulley and rollers at least twice per year with a light oil or silicon spray (follow recommendations in the manual). Due to regular use of garage doors, it is not uncommon for hardware to loosen over time. It is our recommendation that a periodic check and tightening of garage door hardware will greatly help to lengthen the life of your garage door.

### ***Helpful Tips:***

- *When locking the door, you should step down on the lock plate to line up the locking mechanism in order to avoid damage to the lock.*
- *You may want to add a weather strip to seal the edges tighter against the elements. Most hardware stores carry this product.*
- *If you add a garage door opener, make the proper adjustment for tension and pressure. You might consider having it installed by the same contractor who installed your garage door. If you select another contractor, it will affect your garage door's warranty.*

## ***Painting Interior***

Your walls have been painted with a quality interior paint.

Touchup paint for your interior walls was provided to you at the time of your New Home Demonstration. This paint should be used on only those surfaces. Refrain from using on woodwork or doors unless otherwise noted.



If you elect to wallpaper after your first year, you must prepare all painted surfaces for wallpapering with an appropriate sizing material. This product can be purchased at any wallpaper, paint or hardware store. Follow the instructions on the container.

**Important Note:** *Failure to prepare your walls could result in the wallpaper not adhering to the surface or pulling the paint or drywall surface material off the wall.*

## **Exterior**

High-quality paint has been used on the exterior surfaces and doors of your Oakwood home.

Depending on climate exposure, some paints, particularly those with dark colors, will fade more readily than others.

**Helpful Tip:** *Cleaning painted areas routinely will preserve the appearance of your home.*

- **Oil-Based Paint:** Should you ever choose an oil-based paint for your home, please be aware that all oil-based paints are subject to yellowing. The action of the sun usually minimizes yellowing on exterior surfaces. However, yellowing can be noticeable on interior surfaces. The natural drying and aging of the paint can cause yellowing by exposure to certain chemicals, such as ammonia fumes and others that are found in some household cleaners. White painted surfaces and light colors are more subject to yellowing than the darker colors are.

**Important Note:** *Yellowing of oil-based paints is unavoidable in some areas. Because yellowing tends to take place over time and relatively evenly on given surfaces, it may not be noticeable until you use touch-up paint. Your paint store can assist you in selecting a touch-up paint that will be a close match for yellowed paint.*

## **Plumbing System and Fixtures**

A licensed plumbing contractor has installed the plumbing system and fixtures in your Oakwood home. Each phase of construction has been inspected by Oakwood and the local building department and has met all applicable requirements and plumbing standards in your area. This includes the requirement for the water-saver features on all residential plumbing fixtures.

Your plumbing should serve you well for many years if properly cared for. To avoid costly major repairs, promptly address minor problems as soon as they occur.

- **Faucets/Fixtures:** The plumbing fixtures in your new Oakwood home are plated with a variety of finishes. The finishes are not covered by the One-Year Oakwood Customer Care Program, but may be covered by the manufacturer's warranty. These surfaces are resistant to water corrosion. However, the brass and chromium plating materials are relatively soft, which means abrasive cleaners, scouring pads and tools, and ammonia-based products can damage them.

### **Helpful Tips:**

- *Clean your plumbing fixtures with warm soapy water and a soft cloth or sponge. Rinse with clear water and wipe dry to prevent spotting and soap buildup.*
- *If water is permitted to accumulate and stand at the base of your fixtures, corrosion and tarnishing can result. Always wipe the area dry.*
- *Avoid excessive force when you turn your faucets on and off. The seals in the faucets can be damaged in a short time. Because they have moving parts, faucets are more likely than plumbing with no moving parts to require repair from time to time.*



- **Aerators:** To maintain your faucets, clean the aerators by soaking them in undiluted vinegar every three (3) to four (4) months. This attachment to the faucets adds air to the water to reduce splashing and water usage.
- **Faucet Leaks:** If a faucet leaks, usually you can fix it by replacing the washers. Instead of washers, some new single-control faucets for hot and cold water have cartridges that last longer, but still must be changed. Be sure to turn off the water at the shut-off valve before repairing a faucet.
- **Exterior Faucets:** Be sure to remove any garden hoses from the exterior sillcocks and turn the faucet off prior to temperatures falling below thirty-two (32) degrees, the temperature at which water freezes. Failure to do so will cause damage to the frost-proof sillcock, as the frozen water in the hose will be forced back into the faucet as it expands. By state law, these frost-proof sillcocks have a back flow prevention method to avoid foreign matter from entering the fresh water supply.
- **Leaking Pipes:** The copper and CPVC pipes installed in your new Oakwood home should last the lifetime of the home. If your washing machine, dishwasher or other water-using appliances seem to be leaking, check the trap to see that the drain is not clogged.

**Preventing frozen water pipes:** These procedures are especially important should you be away from the home during cold weather:

- Never turn the thermostat below 60 degrees.
- Ask a neighbor or friend to check your home every day to make certain the furnace is working properly. If a problem should arise, a heating contractor should be contacted as soon as possible.
- Never leave your garage door open for extended periods of time in cold weather. On some homes, the water line above the garage might freeze.

#### **Draining the water lines:**

**Step 1:** Shut off the main water valve.

**Step 2:** Turn sink, vanity faucets and showerheads on to about half flow, both hot and cold water.

**Step 3:** Leave all faucets on so that the lines are relieved of pressure, then flush all toilets.

#### **Turning the water back on:**

**Step 1:** Turn water on at the main water valve. Allow water to run through faucets and shower heads for a few minutes to get air out of the lines. Shut off all faucets. Toilets should fill up.

**Step 2:** If a toilet, faucet or shower head is lacking water flow, you could have a frozen line. A plumber should be called as soon as possible. If left unattended, broken pipes could result.

**Important Note:** During sub-freezing temperatures, when you feel the pipes may freeze, turn the faucets on and let the water run slowly overnight. Open the cabinet doors for sinks on exterior walls, as this will allow warm air to circulate near the pipes at the back of the cabinet.

## **Roofs**

The roof of your new Oakwood home consists of architectural asphalt shingles or concrete tile and should last you for many years with little maintenance.

#### **Helpful Tips:**

- Annually inspect the flashing where your roof meets walls and dormers, and where two (2) roof slopes meet.
- Refrain from walking on the roof to avoid damage to the concrete tiles or the granules in your shingles.
- During heavy winds it is not uncommon for shingles to blow off the roof. Should this occur, replace them



*immediately to prevent damage. Depending on the extent of the blow-off you may want to contact your insurance company.*

- *Keep your gutters free and clear of debris.*

## **Shower Enclosures**

For cleaning shower enclosures, liquid Comet will do a good job. It is also recommended that a squeegee be used on the glass after every shower. For deposits of hard water minerals, use a commercial glass cleaner containing ammonia or one (1) tablespoon of household ammonia dissolved in one (1) quart of water.

**Caution:** *Be sure to read the warning label before using ammonia. Never use steel wool or scouring pads on the metal portion of shower enclosures. It will remove the protective finish applied by the manufacturer and will cause unsightly scratches and rust.*

## **Vinyl Siding**

- **Cleaning:** Use a long-handled, soft-bristled carwash brush fastened to the end of your garden hose. It lets you wash your siding just like you wash your car. In order to wash your entire house, start at the bottom and work up to prevent streaking.
- **Tough dirt:** Wipe down siding with a solution made of the following: one-third (1/3) cup powder detergent (Tide, Fab or equivalent powder detergent), two-thirds (2/3) cup household cleaner (Soilax, Spic and Span or equivalent), and one (1) gallon of water.
- **Mold/mildew:** Use the above solution, but substitute one (1) quart liquid bleach for one (1) quart water.
- **Never use paint removers or Goof Off on vinyl siding, as it will damage the material.**
- **Call 1-800-HEART-01 for more information.**

## **Smoke & Carbon Monoxide Detectors**

Your Oakwood home has a combination smoke and carbon-monoxide detector on each floor and throughout your home. Your smoke detectors are all interconnected, so if one detector's alarm sounds, all of the detector alarms will sound. Smoke from kitchen cooking, as well as water vapor from bathroom showers, can set off the smoke detectors. This is normal even if you are a good cook.

Your smoke detectors are all wired into the home's electrical system. In addition, your smoke detectors are equipped with a battery back-up system, ensuring that if the electrical power fails for any reason, your smoke detectors will still operate properly.

### **Important Notes:**

- *The batteries in your smoke detectors should be replaced twice a year. Choose replacement intervals that are easy to remember, such as daylight saving time.*
- *Testing Smoke Detectors: It is recommended that you test your smoke detectors once a month to ensure they are operating properly. The test function will be explained during your New Home Demonstration. If you ever find that your smoke detectors are not working properly, take steps to remedy this immediately. Please call Oakwood Customer Care if you have any questions about your smoke detectors.*
- *Smoke detectors do need to be replaced eventually; check the manufacturers website to verify the life expectancy of the unit.*

## **Sprinkler/Irrigation System:**

Check your irrigation system regularly. Look for clogged, cracked or broken heads, as well as leaks. If a line is bro-



ken, consult with a sprinkler-system professional. Avoid digging or trenching around the location of your irrigation lines and avoid directing the spray at the home. Winterization should be done in early October or when the average overnight temperatures drop to 38 degrees Fahrenheit.

### **Winterization Procedures:**

**Step 1:** Turn off main valve in basement, open inside bleeder valve.

**Step 2:** Proceed outside to pressure vacuum breaker (brass unit just outside house), open-air cocks 1/4 turn, close ball valves to forty-five (45) degree angle, open outside bleeder valve.

**Step 3:** Turn off controller.

For sprinkler system activation, reverse the above procedures. But remember to turn the main valve on slowly to avoid surge pressure damage.

**Important Note:** *By following the above procedures, you will have drained the main line and minimized the potential damages associated with winter freezes. However, this procedure does not evacuate all water from sprinkler lines. In order to assure full evacuation of water from the sprinkler system and to extend the life of the system, it would be advised to blow out the system with compressed air. Your local sprinkler service company would be happy to provide this service for you at a nominal fee. Check your sprinkler controller box for the phone number of your service company.*

*Any freeze damage to your system resulting from improper winterization will be the responsibility of the homeowner and/or the servicing sprinkler service company.*

## **Stucco**

You might have selected an Oakwood home with stucco as an exterior finish. Stucco is a brittle cement product that is subject to expansion and contraction, given this area's environment. Minor hairline cracks will develop in the outer layer of stucco. This is normal and does not reduce the function of the stucco. Oakwood Homes will not be responsible for hairline cracks in stucco.

The white, powdery substance that sometimes accumulates on stucco surfaces is called efflorescence; this is a natural phenomenon and cannot be prevented. In some cases, it can be removed by scrubbing with a stiff brush and strong vinegar. Consult your homecare center or hardware store for commercial products to remove efflorescence.

### **Helpful Tips:**

- *Avoid spraying water from irrigation or water systems on stucco or siding surfaces. Check the spray from your lawn and plant irrigation system frequently to ensure that water is not spraying or accumulating on stucco or siding surfaces.*
- *Keep dirt a minimum of six (6) inches from the stucco or siding screed (the bottom of the stucco), or the bottom of siding materials.*
- *Never pour concrete or masonry over the stucco, the siding screed, the metal at the bottom of the stucco (weep holes), or siding.*

## **Sump Pits**

When necessary, sump pits and sump pumps are installed in Oakwood homes. The pit is connected to the perimeter foundation drain that is located just outside and/or inside the foundation perimeter. Ground water is collected in the perimeter drainpipe and is carried to the sump pit. As the water level rises in the pit, a float activates the pump and water is discharged to the exterior of the house and away from the foundation at the sump pump discharge pipe.



**Important Note:** Make sure that the discharge pipe is always connected and is taking water away from the house. Never slope the pipe toward the house or block the end of the pipe with dirt or other landscape material.

- **Sump Pump Maintenance:** Sump pits and pumps are not maintenance free. The water that is carried to the pit carries with it sand and silt. This can build up over time in the bottom of the pit and clog the pump. If the pump is clogged, the motor will eventually burn out. In extreme cases, there could be flooding of the basement if the pump is not draining the pit. To prevent this from occurring, the pit should be inspected at least once a month and cleaned if necessary. Always keep the pump plugged in. Test the pump once a month by pouring water into the pit to ensure that the pump is being activated properly. An alarm system to monitor pump failure is recommended. Oakwood is not responsible for sump pits that overflow.
- **Ground Water:** Ground-water levels can change over time and may cause the pump to run very frequently or not at all. Many factors determine how much water reaches the perimeter drain including weather, drainage around the house, irrigation systems, etc. Oakwood is not responsible for changes in ground water levels. Regardless of how often the pump activates, it should be checked regularly.

## **Wiring Telephone**

An electrical professional installs telephone lines throughout your home. If you encounter static on your telephone lines, the line provided by the local telephone company in the exterior underground utility easement may be the cause.

If you encounter difficulties, proceed as follows:

**Step 1:** Call your phone company and request troubleshooting assistance. They will either remedy the problem or indicate that your interior installation may be the cause of the difficulty.

**Step 2:** If there is an indication that the trouble is of interior origin, call Oakwood's Customer Care for assistance.

## **Television Cable – Cable TV**

The utility provider supplies your cable television. Please contact them directly if your service is faulty or requires repair.

## **Toilets**

Water-saver toilets are required by local and national plumbing codes. These toilets do not have the same flushing capacity that you may be accustomed to, as they are designed to use less water. Never flush hair, grease, lint, diapers, cotton swabs, paper towels, trash, etc. down the toilet drain. These wastes will clog drains and sewer lines.

- **Toilet cleaning:** Many commercial products are available for toilet cleaning. Use them as directed, but do not mix them or use them with household bleach or other cleaning products. Never use toilet-cleaning products to clean anything but your toilets. Do not use cleaning tabs in the upper tank, as they
- **Toilet leaks:** If the water chamber appears to be leaking, this may be resulting from condensation on the outside of the toilet tank. If this is a problem, you may wish to use a cloth tank cover. If water leaks into the bowl through the overflow pipe, try adjusting the rod that holds the float so that it is closer to the bottom of the tank. Flush the toilet; if it still leaks, you may need to have the inlet valve washer



replaced.

- ✓ If the water trickles into the bowl but is not coming through the overflow pipe, it is coming through the flush-ball valve. The rods between the ball valve and the flushing handle may need aligning so that the ball drops straight down after the handle has been pushed. Water will leak through into the bowl if the ball valve is worn or if there is dirt or rust on the ball or ball seat. If the latter, remove dirt and rust. If the ball is worn, turn off the water, unscrew the ball and replace it with a new one.
- **Stopped-Up Toilet:** Use a coil-spring steel auger, which you can rent or purchase at a home-care store or rental yard. Insert the auger so that the point goes up into the trap. Turning the auger's handle will break up the blockage or catch it so it can be removed.

**Important Note:** *Oakwood Homes and its plumbing Trade Partner will not be responsible for stopped-up toilets.*

## **Tubs and Surrounds**

Please use the following products for regular (weekly) cleaning of your fixtures as recommended by the manufacturer:

- Spic and Span Powder
- Top Job
- Fantastic
- Mr. Clean soft abrasive cleanser
- Safer For Surfaces Comet

**Warning:** *The use of abrasive cleaning agents can result in surface scratches, dullness, or discoloration of the finish. Do not use cleaning agents, which have an acid base. Follow manufacturer's directions when using cleaning agents. Caulking around the tub must be maintained regularly.*

## **Jetted Tub Cleaning**

Follow manufacturer recommendations for cleaning.

### **Helpful Tips:**

- *Never operate the pump without sufficient water.*
- *Consult a physician before using your whirlpool tub if you are pregnant, suffer from heart disease, have high blood pressure or diabetes.*
- *Excessive long hair may catch in the water returns.*
- *Avoid use of bath oils and bubble bath powders and liquids as they can make your whirlpool tub difficult to clean and maintain.*
- *Draw your bath at least one (1) inch above the jets and do not exceed one-hundred-four (104) degrees Fahrenheit.*
- *Clean and disinfect the system every one (1) to two (2) months, depending on usage. Fill tub to operating level with lukewarm water, add one (1) cup of liquid chlorine bleach. Turn the system on for ten (10) to fifteen (15) minutes, drain and wipe dry.*

**Important Note:** *Never use abrasive cleaners on your tub; use auto wax to help seal and preserve the tub surface.*



## **Water Heater**

Your water heater is covered by a warranty from its manufacturer. Please read the operating instructions that the manufacturer provides. In the event of a leak in your water heater, close the shut-off valve on the top of the water heater and turn off the unit. Call the manufacturer listed on the front of the water heater to request service. All water heaters, whether gas or electric, have a control mechanism to govern water temperature. For electric heaters, the dial setting should be set at about one-hundred-forty-five (145) degrees. Set gas heaters on **NORMAL** or 'A.' Do not store anything near the heater that may block airflow and create a fire hazard.

**Caution:** Excessively hot water can be dangerous. Monitor the temperature of the hot water in your home and make adjustments if necessary. The water temperature can be adjusted on the control panel of your water heater. Adjust the temperature so that comfortably warm water is delivered. This will avoid scalding and reduce energy costs.

While some water heaters do not require additional insulation, we suggest that you consider an inexpensive water-heater blanket (as appropriate and when permitted by local building codes). This will save significantly on the cost of operating the water heater. These products are available at home care centers and hardware stores. Check local building codes and refer to the operating manual that came with your water heater before you add an insulating blanket.

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 has a long life.

## **Windows and Sliding Glass Doors**

The vinyl windows and the sliding-glass doors used by Oakwood are selected in accordance with our high-efficiency energy standards.

Windows are naturally a source of heat loss and you may feel cold emanating even from a properly installed and functioning window. In periods of significant differences between interior and exterior air temperatures you may experience what feels like a slight draft or air leak around the window; this is caused by thermal movements and is usually not a problem with the window.

Due to the fact that you live in a modern, energy-efficient home, you may experience ice buildup on windows when you have a combination of cold weather and high humidity. This is a common occurrence, and does not necessarily indicate a defect in the window or its installation. If you are experiencing an severe ice buildup on your windows, investigate the humidity level in your home. Water damage due to over-humidification is expressly excluded from your One-Year Oakwood Customer Care Program.

### **Helpful Tips:**

- *Keep all windowsill channels and sliding-glass door tracks free of dirt and particles for proper seal and operation. Use your vacuum's crevice attachment to remove any dirt in your sills. In the event you feel a draft from your sliding glass door or windows, make sure to check the track for buildup of dirt before requesting warranty service.*
- *To ensure proper drainage, periodically check the weep holes in windows and doors to see that they are free of dirt.*
- *Use a silicone spray to lubricate the tracks. Do not use WD-40, as it can damage the window.*

**Caution:** *You may damage the finish or sealed-glass unit if you use solvents, petroleum products or caustic chemicals, such as acetone or paint thinner, to clean window or door frames. This damage is not covered by your warranty.*



If you find that you have an actual draft from a window or door, please contact Oakwood's Customer Care. They will investigate the problem and take corrective action, if required. Please note that some drafts are inevitable and some fine dust may get through and into the track. This is normal, especially in high winds.

### ***Wood Trim – Interior***

Like other organic materials, wood is affected by heat, cold and humidity. Therefore, it may contract or expand with weather changes. As a result, minor shrinkage and swelling is unavoidable.

The primary areas that may be affected include doors, baseboards, wood floors, handrails, fireplace mantles, paneling and shelving. Slight cracks around doorways, arches, windows, joints in door casings, and nail pops around baseboards may appear.

When cleaning any wood trim, make sure to use only a clean, dry dust cloth. Use of water or chemical cleaners may affect some finishes.

### ***Quartz Surfaces***

Quartz surfaces are very easy to maintain. Quartz is a durable, nonporous, chemical-resistant surface. Quartz is also heat and scratch resistant, but not heat and scratch proof. Therefore, the use of a cutting board is recommended when using a knife. Quartz keeps its lustrous gloss and ultra-smooth surface without polishing. Because it is nonporous, quartz does not require sealants or waxes.

For routine cleaning, use a damp cloth or paper towel and, if necessary, a small amount of non-bleach, nonabrasive cleanser. Even though quartz resists permanent staining when exposed to liquids (such as wine, vinegar, tea, lemon juice and soda) or fruits and vegetables, wipe up food and liquid spills as soon as possible.

For stubborn or dried spills, use a nonabrasive cleaning pad such as a white 3M Scotch-Brite scrub pad along with Formula 409 Glass and Surface Cleaner or a comparable cleaning product. Avoid using cleansers that contain bleach.


Quartz can withstand exposure to normal cooking temperatures from pots, pans and dishes without being damaged. To maintain the beauty of quartz, do not place hot skillets or roasting pans directly onto the surface. It is recommended to use a trivet and/or hot pad.

Remove materials that have hardened and dried onto the surface (such as gum, food, grease, nail polish or paint) by gently scraping away the excess with a plastic putty knife.

Permanent markers and inks may adhere to the surface and should be avoided. If the permanent marker or ink stain cannot be removed with routine care, moisten a cloth with Saniten 313 Greased Lightning or a comparable product and rub it onto the stain. Let the cleaning agent sit for fifteen (15) minutes and wipe the surface clean with a cotton cloth. Rinse thoroughly to remove any cleaner residue.

Avoid exposing quartz surfaces to strong chemicals and solvents, especially paint removers or furniture strippers containing trichlorethane or methylene chloride. Keep nail-polish remover, bleach, bluing, permanent markers, inks, and oil soaps away from the surface. While casual exposure to alkaline materials may not damage quartz, highly alkaline cleaners are not recommended for cleaning. If any of the substances listed above come into contact with the surface, rinse the exposed surface immediately and thoroughly with water.





# MAINTENANCE SCHEDULE



# YEARLY MAINTENANCE SCHEDULE OVERVIEW

## WEEKLY:

- **Carpets:** Vacuum carpets in high traffic areas daily. The buildup of dust and dirt in the carpet can dramatically reduce the life of your carpet. Daily to weekly vacuuming of the carpet will keep your carpet looking better and make it last longer.

## MONTHLY:

- **Furnace & Air Conditioner:** For furnace safety and efficiency, inspect filter for dirt and debris monthly. Clean and/or replace filters monthly. Furnace filters are available at grocery and home care stores.

Your Filter Size Is:

- **Wood Cabinets:** Apply a lemon oil based protection product to help prevent cabinets from drying out and developing cracks.
- **Plumbing:** Check under kitchen and bathroom cabinets for leaks. Check the area around the hot water heater for leaks. Keep sinks sealed to countertops.
- **Kitchen Exhaust:** Remove and clean the filter. Clean accumulated grease deposits from the fan housing.
- **Fences:** Inspect iron fencing for rust spots and standing water around fence posts. Sand and touch-up rust spots promptly. Fill in spots where water may be standing around fence posts.
- **Caulking:** Inspect caulking around sinks, tubs and showers. Give special attention to the area where the tub meets vinyl or tile flooring. Inspect around windows and doors, along baseboards, and all staircases. Re-caulk as necessary.
- **Sump Pit/Pump:** Inspect the pit for signs of water and verify the pump works by pouring in enough water to submerge the pump. If the pump does not turn on and clear the pit, it needs to be serviced or replaced.

## EVERY THREE MONTHS:

- **Exterior Doors:** Oil hinges and locks if required. Inspect finish for cracks and peeling. Use touch-up paint where required.
- **Interior Doors:** Lubricate hinges.
- **Garage Door:** Lubricate hardware. Inspect mechanism to ensure free travel. Adjust if necessary.
- **Kitchen Tile Grout:** Inspect for loose or missing grout. Re-grout if necessary. Re-caulk at the edge of the back splash if necessary.
- **Tiled Areas:** Inspect caulked areas for missing or damaged caulking. Re-caulk if necessary.
- **Faucet Aerators:** Check for proper flow of water. If the flow is reduced, clean the aerator screens. During the first two (2) months, the faucet aerators could require more frequent cleaning.
- **Shower Doors:** Inspect for proper fit. Adjust if necessary. Inspect caulking and re-caulk if necessary.
- **Tub Enclosures:** Inspect for proper fit. Adjust if necessary. Inspect caulking and re-caulk if necessary.



- **Front Doors:** Repaint if necessary. As always, call your HOA before you change any exterior color.

## **EVERY SIX MONTHS:**

- **Exterior Paint:** Inspect the exterior of your home for cracked or peeling paint. Repair and repaint if necessary. Your HOA may have regulations regarding exterior colors. Please call your HOA before you change the exterior paint colors. Southern and western exposures are more susceptible to cracking and peeling. Repair and paint before water and ice can get into the wood and cause more extensive damage.
- **Roof:** Inspect for damaged shingles and/or tiles after storms and high winds. An annual inspection by a roofing professional is recommended.
- **Gutters:** Clean debris from gutters every six (6) months and after storms.
- **Smoke Detectors:** Replace the batteries every six (6) months, even if the unit tests okay. The unit will test okay even when the batteries have only a few days or weeks of charge remaining.. This could save your life!

## **YEARLY:**

- **Furnace:** Contact a heating professional to inspect your furnace.
- **Doors:** French doors and wood doors should be repainted annually or biannually, depending on paint quality and the amount of use.
- **Outside Faucets:** Disconnect hoses before temperatures drop below freezing.
- **Sprinkler System:** Don't forget to winterize before freezing temperatures arrive in the fall.
- **Water Heater:** Check the water heater for signs of rust or corrosion at all connections. Flush the water heater to remove sediment and mineral build up in the bottom of the tank.





# GLOSSARY OF MAINTENANCE TERMS



**Aerator**

Located at the end of the kitchen and bathroom faucets, the aerator is a device that mixes air with water to provide a smooth, splash-free flow of water. It also helps save water. Debris may collect in the aerator and restrict the flow of water. If this happens, unscrew the aerator and remove the debris.

**AFCI**

Arc fault circuit interrupter. These are special circuit breakers that are designed to provide protection when a short circuit or overload occurs. AFCIs are on all bedroom circuits installed by Oakwood Homes. They can be found in the main electrical panel.

**Attic Access**

Also known as a scuttle hole, the attic access is the opening in the ceiling that allows access to the attic space.

**Base/Baseboard**

The strip of molding or trim at the bottom of the home's walls, the baseboard adds an attractive finish and protects the wall from scuffs and damage from furniture, vacuum cleaners, etc.

**Berm**

A small ridge of soil that directs the flow of rain and irrigation water toward drains or sewers. A berm can be important in maintaining a lot's proper drainage.

**Builder**

The person who oversees the construction of homes in a specific community. The Builder is responsible for assuring that the Trade Partners perform work on time and to high standards.

**Caulking**

A sealant used around sinks, tubs and showers. Other applications for caulking include sealing window and door-frames and baseboards, and along stair stringers. The maintenance of the caulking in your home is your responsibility. Purchase caulking compounds and tools at hardware or builder-supply stores.

**Caustic**

A term describing chemicals such as potash, potash lye and caustic soda, which are sometimes used for the purpose of clearing drains. These chemicals can be hazardous to your skin, and release potentially dangerous fumes. Use them only with caution, after first reading the directions on the label.

**Circuit**

The electrical system in your Oakwood home is separated into individual units called circuits. Depending on the layout of your home and the applicable electrical codes, each circuit may be designed for a room, an area of the home, or a single appliance. All locations in each home will not always be exactly the same as the model.

**Circuit Breakers**

Circuit breakers prevent an electrical overload or shorting. The circuit breaker opens the circuit when an overload or shortage occurs and breaks the flow of electricity. It can be reset manually by moving the circuit breaker lever to the OFF position and then back to the ON position once the source of the overload has been identified and corrected. See the 'Electrical' Section in the Home Maintenance Section of this manual for additional information.



**CC&R**

A real-estate-law term for Covenants, Conditions and Restrictions. CC&Rs are the various conditions that are stated on each deed to the property. HOA rules and regulations are included in CC&Rs.

**Common Areas**

Most neighborhoods have areas that are common property and are owned by a Homeowners Association or Sanitary Improvement District. This may include parking areas, streets, walkways, slopes and recreational areas. The Homeowners Association or Sanitary Improvement District governs the use of common areas. The Homeowners Association or Metro District also maintains them.

**Condenser**

A condenser is the unit of an air-conditioning system located outside of the house.

**Critical Light**

Natural or artificial light that strikes drywall at an oblique angle and accentuates even the slightest variations in surface texture.

**Customer Care Department**

The Oakwood Homes department dedicated to helping you obtain service and repairs that are covered by the One-Year Oakwood Customer Care Program is referred to as the Customer Care Department. Personnel in this department are responsible for reviewing warranty claims.

**Dehumidifier**

A unit that removes moisture from the air. Used most often during the summer months.

**Drywall**

This material, also referred to as gypsum board, can be textured and painted. The interior walls of your home are usually constructed of drywall.

**Efflorescence**

The white, powdery substance that sometimes accumulates on stucco, masonry and brick. Excessive efflorescence can be removed by scrubbing with a strong vinegar solution or a commercial product. This is a normal discharge from masonry products.

**Emergencies**

Situations in which it is no longer safe for you to occupy your home. Such situations include electrical problems that present a danger of shock or fire, leaking water and complete stoppage of all drains so that water can back up and flow into the home, major gas leaks, and total loss of heat in the winter. Please review 'Procedures for Emergency Services' included in the Customer Care Section of this manual.

**Erosion**

Loss of soil due to the flow of water from rain or an irrigation system. This can erode landscaping and change the drainage of your yard. Maintaining the original grading of the yard can prevent most erosion.

**Galvanized**

Steel that is covered with a zinc coating to prevent rust.



**GFCI**

Ground fault circuit interrupter. These special electrical circuit breakers are designed to break the flow of electricity in the event of a short circuit, preventing a dangerous electrical shock. GFCIs can normally be found near bathroom sinks and tubs, in garages, and in kitchen areas, per local building codes.

**Grout**

The visible porous, cement-like material between units of wall and floor tile.

**Gypsum Board**

See Drywall in this Section.

**Hardware**

Hinges, handles, locks and other metal attachments to doors, cabinets and drawers.

**Header**

A heavy wooden beam that spans open spaces such as doors and window frames, providing structural support.

**HOA**

Homeowners Association

**Hollow-Core Door**

Interior doors in today's homes are often constructed of thin plywood or Masonite sheets that are bonded to a frame. The inside, or core, of the door is hollow. This reduces weight while providing insulation.

**Homeowner Maintenance**

Ongoing maintenance that is the responsibility of the homeowner. Many of these maintenance procedures are outlined in the Home Maintenance Section of this manual. If you maintain it properly, your new Oakwood home will last a lifetime.

**Hose Bibs**

The faucets, generally on the exterior of the home, where a hose can be connected for watering. Also called sillcocks.

**Humidifier**

This appliance restores moisture to the air during the dry winter months.

**Incandescent**

Lighting fixtures in your home that use traditional light bulbs are called incandescent fixtures. Incandescent lighting is used for lamps, spot lighting and exterior lighting.

**Joists**

Joists are the solid wood or steel structural components of the floor and/or the ceiling of your home.

**Manufacturer's Warranty**

The appliances and certain other components of your new home are covered by warranties that are supplied by the original manufacturers. They include components of the plumbing and electrical systems, heating and air conditioning systems, the water heater, and other manufactured items. These warranties are passed on to you by Oakwood Homes.



**Masonry**

The brick, stone or stucco areas of your home, which can include exteriors, chimneys and fireplaces.

**Nail Pops**

The natural expansion and contraction of wood can cause the nails, which hold the wall surfaces in place, to move or pop out of place. The nails can be reset and, if necessary, touch-up drywall and paint may be applied.

**Porcelain Enamel**

Your tubs and sinks may be constructed of porcelain enamel. Made of a silicate paint that is fired onto steel at high temperatures, it forms a durable, smooth, shiny and glass-like surface. Although a porcelain enamel surface is durable, it can chip if something is dropped onto it.

**Resilient Flooring**

The attractive flooring used in kitchens and other high-traffic areas of the home is called resilient flooring because of its cushion-like texture. It may also be referred to as vinyl flooring. It is similar to the linoleum floors of years past, but is easier to care for and maintains its appearance for a longer period of time.

**Return Air Vent**

Because today's homes feature almost airtight seals, the heating and air conditioning systems require return-air vents to draw air back to the heating and cooling systems.

**Ridging**

Visible joints in drywall resulting from the natural contraction and expansion of materials.

**Screed**

The bottom edge of stucco and other siding is referred to as screed. Assure that your sprinklers are directed well away from the screed areas of your siding.

**Sealant**

Commercial products that seal porous materials such as concrete, grout and mortar, and protect them from penetration by moisture.

**Settling**

For years after a new home is built, some settling (or shrinkage) may occur as the new building materials and underlying soil gain and lose moisture. Minor settling is normal, particularly in the first few months after a new home is built.

**Sheathing**

The plywood installed as a base for flooring, shingles or roof tiles.

**Silicone**

A substance used as a lubricant for applications in which oil or other materials can be damaging.

**Sillcocks**

The faucets, generally on the exterior of the home, where a hose can be connected for watering. Also called hose bibs.



**Spackle**

The putty-like material used to fill surface irregularities in drywall, whose most common use is to fill nail holes in walls before repainting.

**Solid Surface**

Solid Surface is a man-made product that blends natural minerals, pigments and pure acrylic. Because it is a non-porous surface material and because liquids can't penetrate it and stains can't set, Solid Surface is easy to clean. It provides beauty, durability and versatility. Typically used for countertops in kitchens and bathrooms, Solid Surface eliminates grout lines and replaces them with unobtrusive, hygienic joints for a seamless appearance.

**Stucco**

The mortar-like material that covers the exteriors of many homes, providing durability, insulation and beauty. Stucco is relatively brittle, so you should avoid sharp blows to the walls. Assure that your sprinklers are directed away from stucco to prevent water stains.

**Studs**

The vertical wood structural materials used in both the interior and exterior walls of a home.

**Sump Pump**

A pump located in the basement or lower level of your home, designed to remove accumulated water from wet soil surrounding concrete walls. Oakwood installs sump pits in all homes that include a basement or crawl space. The sump pump is located in the sump pit (a plastic basin where water collects from the perimeter drain).

**Swale**

Similar in purpose to a berm, a swale is a depression in the ground designed to channel rain and irrigation water away from the structure and toward sewers and drains.

**Tack Strips**

The devices between flooring and carpeting that are used to hold wall-to-wall carpeting in place.

**Thermostat**

The wall-mounted device that controls the heating and air conditioning units. By cycling the heating or air conditioning units on and off, it will maintain the desired temperature in your home.

**Toe Kick**

The finish-trim piece at the base of cabinets.

**Trade Partners**

Specialized tradespeople who contract with builders or developers to perform their area of specialization. This allows the builder to select those tradespeople with the highest standards and the best reputation. Healthy competition ensures that the builder is getting the best Trade Partner for the job. Examples of Trade Partners are electricians, plumbers and roofers.

**Vitreous China**

The kiln-fired pottery material that is used in most toilet bowls and tanks. It is durable and impervious to water, but can be broken by sharp blows from hard objects.



**Weep Holes**

Small holes in door and window frames that allow water to drain. Weep holes also allow dust into window and door tracks and should be kept free of dirt and debris.





# APPENDIX: HOME BUILDER'S LIMITED WARRANTY



# HOME BUILDER'S LIMITED WARRANTY

Administered by Professional Warranty Service Corporation ("PWC")

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Binding Arbitration Request  
Form

Subsequent Home Buyer  
Acknowledgment and Transfer form

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**THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION, WHICH MAY  
BE ENFORCED BY EITHER PARTY**



Throughout this **HOME BUILDER'S LIMITED WARRANTY**, referred to hereinafter as the "**LIMITED WARRANTY**", the words "**YOU**" and "**YOUR**" refer to the **HOMEOWNER**, including any subsequent owners, and, where applicable, a **HOMEOWNERS ASSOCIATION**. The words "**WE**", "**US**" and "**OUR**" refer to the **BUILDER**. The other words and phrases which appear in boldface uppercase type also have special meaning. Refer to the **Section IX. Definitions**, so that **YOU** will understand the terminology applicable to this **LIMITED WARRANTY**.

This **LIMITED WARRANTY** establishes an agreed method for determining when a **CONSTRUCTION DEFECT** exists and a clear understanding of **OUR** responsibilities for remedying any such **CONSTRUCTION DEFECT**. This **LIMITED WARRANTY** also helps distinguish a **CONSTRUCTION DEFECT** that is **OUR** responsibility from those minor imperfections that can reasonably be expected in a **HOME** or the **COMMON ELEMENTS**, or that result from normal wear and tear or the neglect of routine **HOMEOWNER** or **HOMEOWNERS ASSOCIATION** maintenance responsibilities.

This **LIMITED WARRANTY** contains the procedures **YOU** must use to notify **US** of a condition in **YOUR HOME** or the **COMMON ELEMENTS** which **YOU** believe may constitute a **CONSTRUCTION DEFECT**. In the event a condition occurs in the **HOME** or the **COMMON ELEMENTS** that **YOU** believe may constitute a **CONSTRUCTION DEFECT**, **YOU** agree to submit any request for warranty performance in accordance with the procedure described in this **LIMITED WARRANTY**. Based on the information **YOU** provide and, where **WE** deem it necessary, information obtained from **OUR** onsite investigation, inspection and/or testing of the **HOME** or the **COMMON ELEMENTS**, **WE** will determine whether **WE** agree with **YOU** that the condition constitutes a **CONSTRUCTION DEFECT**. If **WE** determine that the condition reported by **YOU** is a **CONSTRUCTION DEFECT**, **WE** will remedy the condition in accordance with the remedies prescribed in this **LIMITED WARRANTY**. **WE** will make this determination in accordance with **Section II, OUR Warranty Obligations**, contained in this **LIMITED WARRANTY**.

THIS **LIMITED WARRANTY** PROVIDES THAT ANY AND ALL CLAIMS AND DISPUTES BETWEEN **YOU** AND **US** WHICH **YOU** AND **WE** ARE UNABLE TO RESOLVE BY MUTUAL AGREEMENT, SHALL BE RESOLVED SOLELY AND EXCLUSIVELY THROUGH FINAL AND BINDING ARBITRATION IN ACCORDANCE WITH THE TERMS AND PROCESS DESCRIBED WITHIN THIS DOCUMENT. BY THIS AGREEMENT, BOTH **YOU** AND **WE** ARE WAIVING THE RIGHT TO LITIGATE DISPUTES IN COURT.

To the extent permitted by law, all express or implied warranties other than this **LIMITED WARRANTY**, including any oral or written statement or representation made by **US** or any other person, and any implied warranty of habitability, merchantability or fitness for a particular purpose, are hereby disclaimed by **US** and are waived by **YOU**. **YOUR** only remedy in the event of a **CONSTRUCTION DEFECT** in or to the **HOME** or the **COMMON ELEMENTS** or to the real property on which the **HOME** or the **COMMON ELEMENTS** is situated is that provided to **YOU** under this **LIMITED WARRANTY**.

Enclosed with this **LIMITED WARRANTY** is a Limited Warranty Validation Form. The Limited Warranty Validation Form is a part of the **LIMITED WARRANTY** and provides the dates on which the warranty coverage period begins and expires. It is important that this form be retained with the **LIMITED WARRANTY**.

**WE** have contracted with **PWC** for certain administrative services relative to this **LIMITED WARRANTY**. **PWC's** sole responsibility is to provide administrative services as set forth herein. Under no circumstances or conditions is **PWC** responsible for fulfilling **OUR** obligations under this **LIMITED WARRANTY**.

There may be instances where an additional **PWC** administered Builder's Limited Warranty is issued together with this **LIMITED WARRANTY**. If both of these warranties are issued to **YOU**, **YOU** agree to request warranty performance under either warranty relative to warrantable issues on the **HOME** or the **COMMON ELEMENTS**. **YOU** may not collect twice relative to the same issue.

If any provision of this **LIMITED WARRANTY** is determined to be unenforceable, such a determination will not affect the remaining provisions. If this **LIMITED WARRANTY** or any provision herein is determined to be



unenforceable as to a **HOMEOWNERS ASSOCIATION** or a specific **HOMEOWNER**, such a determination will not affect the enforceability of this **LIMITED WARRANTY** or such provision as to any other **HOMEOWNERS ASSOCIATION** or any other **HOMEOWNER**. Any dispute as to the enforceability of any provision of this **LIMITED WARRANTY**, including any dispute as to the scope or enforceability of the arbitration provision contained herein, shall be determined by binding arbitration as provided for in this **LIMITED WARRANTY**.

## I. Warranty Coverage

Coverage under this **LIMITED WARRANTY** is expressly limited to **CONSTRUCTION DEFECTS** which occur during the **WARRANTY PERIOD** indicated on the Limited Warranty Validation Form and which are reported by **YOU** in accordance with the notification requirements of **Section VI. Procedure to Request US To Perform Under This LIMITED WARRANTY**. **OUR** obligations under this **LIMITED WARRANTY** apply to workmanship actually performed and materials actually installed in the **HOME** or the **COMMON ELEMENTS**. Any failure by **US** to complete construction of the **HOME** or **COMMON ELEMENTS**, where such failure is apparent and obvious, is not covered by this **LIMITED WARRANTY** and is not a **CONSTRUCTION DEFECT**.

During the **WARRANTY PERIOD** indicated on the Limited Warranty Validation Form, **WE** warrant that the **HOME** and the **COMMON ELEMENTS** will be free of **CONSTRUCTION DEFECTS**. **OUR** obligation to perform under this **LIMITED WARRANTY** requires that **WE** must receive written notice from **YOU** of the alleged **CONSTRUCTION DEFECT** as soon as reasonably possible after **YOU** become aware of a **CONSTRUCTION DEFECT** but not later than thirty (30) days after the expiration of the coverage. Telephonic or face-to-face discussion is not a substitute for required written notice and will not protect **YOUR** rights under this **LIMITED WARRANTY** (see **Section VI. Procedure to Request US To Perform Under This LIMITED WARRANTY**).

## II. OUR Warranty Obligations

Upon **OUR** timely receipt of written notice from **YOU** alleging a **CONSTRUCTION DEFECT** during the **WARRANTY PERIOD**, **WE**, or parties acting on **OUR** behalf, will, where **WE** deem it necessary, inspect, investigate and/or test (including destructive testing) the condition alleged to be a **CONSTRUCTION DEFECT**. If **WE** determine that a **CONSTRUCTION DEFECT** exists, **WE**, or parties acting on **OUR** behalf, will (1) repair or replace the **CONSTRUCTION DEFECT**, (2) pay to **YOU** the actual amount it would cost **US** to repair or replace the **CONSTRUCTION DEFECT**, or (3) pay to **YOU** an amount equal to the diminution in fair market value caused by the uncorrected **CONSTRUCTION DEFECT**. Subject to the limitations described in **Section IV. Coverage Limitations**, if the **HOME** is rendered temporarily uninhabitable by a **CONSTRUCTION DEFECT** or by work necessary to repair a **CONSTRUCTION DEFECT**, **WE** shall pay the reasonable cost for **YOUR** alternate shelter until the **HOME** is restored to a habitable condition. Additionally, in connection with **OUR** remedy of a **CONSTRUCTION DEFECT**, and subject to the limitations described in **Section IV. Coverage Limitations**, **WE** shall repair, replace or pay the reasonable cost for:

- Those surfaces, finishes and coverings that are part of the **HOME** and that are damaged directly by a **CONSTRUCTION DEFECT** or that are damaged in the course of **OUR** repair of a **CONSTRUCTION DEFECT**.
- Home furnishings, carpet or personal property damaged directly by the **CONSTRUCTION DEFECT**.

The decision to repair, replace, or to make payment in lieu of repair or replacement is at **OUR** or **OUR** authorized representative's sole discretion. These remedies are **OUR** only obligations under this **LIMITED WARRANTY**.



**A. Standards By Which the Existence of a CONSTRUCTION DEFECT Will Be Determined:**

The following factors will be considered in determining whether a condition constitutes a **CONSTRUCTION DEFECT**. If **WE** dispute the existence of a **CONSTRUCTION DEFECT** and that dispute is submitted to binding arbitration, the parties agree these same factors will be considered by the arbitrator:

1. Any performance standards, tolerances or guidelines contained in documents provided to **YOU** by **US** at or prior to closing on the **HOME** or, in the case of a **HOMEOWNERS ASSOCIATION**, prior to transferring title or control to all the **COMMON ELEMENTS**. In the absence of a specific standard, tolerance or guideline in the documents for a condition occurring during the first year of the **WARRANTY PERIOD**, the Residential Construction Performance Guidelines published by the National Association of Home Builders, in effect at the time of construction of the **HOME** or, in the case of the **HOMEOWNERS ASSOCIATION**, at the time of construction of the **COMMON ELEMENTS**, shall apply. If no specific standard, tolerance or guideline is contained in any of the documents identified above, generally accepted local building practices and standards shall apply;
2. Consideration as to whether the condition:
  - materially affects the structural integrity of the **HOME** or **COMMON ELEMENTS**; or
  - has an obvious and material negative impact on the appearance of the **HOME** or **COMMON ELEMENTS**; or
  - jeopardizes the life or safety of the occupants of the **HOME** or the users of the **COMMON ELEMENTS**; or
  - results in the inability of the **HOME** or a **COMMON ELEMENT** to provide the functions that can reasonably be expected in such a **HOME** or **COMMON ELEMENT**.
3. Consideration as to whether a condition is the result of normal wear and tear. Conditions that are normal wear and tear, or that are caused by normal wear and tear are not **CONSTRUCTION DEFECTS**;
4. Consideration as to whether the condition was caused by, or in any way resulted from, the failure of the **HOMEOWNER** or **HOMEOWNERS ASSOCIATION** to perform normal or routine maintenance. Any condition that is determined to be a **HOMEOWNER** or **HOMEOWNERS ASSOCIATION** maintenance issue, or any condition that results from improper or inadequate **HOMEOWNER** or **HOMEOWNERS ASSOCIATION** maintenance, is not a **CONSTRUCTION DEFECT**;
5. Consideration as to whether the condition was caused by persons or entities other than **US** or someone acting on **OUR** behalf. Damage caused by persons or entities other than **US** or someone acting on **OUR** behalf is not a **CONSTRUCTION DEFECT**. For example, a large, visible scratch on marble tile in the entry foyer that was not noted in the pre-closing walk through inspection, but was reported after furniture was moved into the **HOME**, will not be considered a **CONSTRUCTION DEFECT**;
6. Recognition that any condition resulting directly or indirectly from or worsened by changes, additions, alterations or other actions or omissions by persons or entities other than **US** or someone acting on **OUR** behalf, will not be considered a **CONSTRUCTION DEFECT** (this includes, for example, changes to the topography, drainage or grade of the property);
7. Any **Exclusions** contained in this **LIMITED WARRANTY**.



### III. Homeowner Maintenance Obligations

Maintenance of the **HOME** and the **COMMON ELEMENTS** is **YOUR** responsibility. All homes and common elements require periodic maintenance to prevent premature deterioration, water intrusion, and to ensure adequate performance of the **SYSTEMS**. **WE** will make a "Homeowner Maintenance Manual" or similar publication available to **YOU** upon request. Whether from this document or others that are readily available to **YOU**, **YOU** must understand and perform the maintenance that the **HOME** and **COMMON ELEMENTS** require. **WE** are not responsible for **HOME** or **COMMON ELEMENTS** maintenance issues or for damage that results from **YOUR** failure to maintain the **HOME** or the **COMMON ELEMENTS**.

### IV. Coverage Limitations

Surfaces, finishes and coverings in the **HOME** which require repair due to damage caused by a **CONSTRUCTION DEFECT**, or such damage caused in the course of **OUR** repair of a **CONSTRUCTION DEFECT**, shall be repaired and restored to approximately the same condition as existed prior to the **CONSTRUCTION DEFECT**, but not necessarily to a like new condition. When repairing or replacing surfaces, finishes and coverings, the repair or replacement will attempt to achieve as close a match with the original surrounding areas as is reasonably possible, but an exact match cannot be guaranteed due to such factors as fading, aging and unavailability of the same materials.

Home furnishings, carpet or personal property damaged by a **CONSTRUCTION DEFECT** shall be repaired or replaced at market value of the item at the time of damage. "Market value" shall mean the amount it would cost to repair or replace the damaged item with material of like kind and quality, less allowance for physical deterioration and depreciation, including obsolescence.

Alternate shelter during such time as the **HOME** is uninhabitable due to a **CONSTRUCTION DEFECT** or uninhabitable during work to repair a **CONSTRUCTION DEFECT**, shall be limited to those shelter costs expressly pre-approved by **US** or **OUR** designated representative.

### V. Exclusions

A. This **LIMITED WARRANTY** does not cover:

1. Any loss or damage resulting, either directly or indirectly, from the following causes, or occurring in the following situations:
  - a. Fire (unless caused by a **CONSTRUCTION DEFECT**);
  - b. Lightning;
  - c. Explosion (unless caused by a **CONSTRUCTION DEFECT**);
  - d. Riot and Civil Commotion;
  - e. Smoke (unless resulting from a **CONSTRUCTION DEFECT**);
  - f. Hail;
  - g. Aircraft;
  - h. Falling Objects;
  - i. Vehicles;
  - j. Floods;
  - k. Earthquake;
  - l. Landslide or mudslide originating on property other than the site of the **HOME** or the **COMMON ELEMENTS** or other property developed by the **BUILDER**;
  - m. Mine subsidence or sinkholes;
  - n. Changes in the underground water table not reasonably foreseeable by the **BUILDER**;



- o. Volcanic eruption; explosion or effusion;
  - p. Wind including:
    - (i). Gale force winds;
    - (ii). Hurricanes;
    - (iii). Tropical storms;
    - (iv). Tornadoes;
    - (v). Rain or water intrusion or moisture within the **HOME** resulting from any wind forces described in p. (i) – (iv) above.
  - q. Insects, animals or vermin;
  - r. Changes to the grading of the ground, or the installation or alteration of improvements such as drain or gutter outlets by anyone other than **US** or **OUR** agents, or subcontractors which results in surface drainage towards the **HOME**, or other improper drainage that permits water to pond or become trapped in localized areas or against the foundation;
  - s. Changes, additions, or alterations made to the **HOME** or the **COMMON ELEMENTS** by anyone after the **WARRANTY PERIOD** begins, except those made or authorized by **US**;
  - t. Any defect in material or workmanship supplied by anyone other than **US** or **OUR** agents, or subcontractors, including any loss or damage to the **HOME** or the **COMMON ELEMENTS** resulting from material or workmanship supplied by anyone other than **US** or **OUR** agents, or subcontractors;
  - u. Improper maintenance, negligence or improper use of the **HOME** or the **COMMON ELEMENTS** by **YOU** or anyone other than **US** that results in rot, dry rot, moisture, rust, mildew or any other damage;
  - v. Dampness or condensation due to **YOUR** failure to maintain adequate ventilation;
  - w. Damage resulting from the weight and/or performance of any type of waterbed or other furnishings which exceeds the load-bearing design of the **HOME** or the **COMMON ELEMENTS**;
  - x. Normal wear and tear or normal deterioration of materials;
  - y. Economic damages due to the **HOME'S** or the **COMMON ELEMENTS'** failure to meet expectations of the **HOMEOWNER** or **HOMEOWNERS ASSOCIATION**.
2. Any loss or damage resulting from the actual, alleged or threatened discharge, dispersal, release or escape of **POLLUTANTS**. **WE** will not cover costs or expenses arising from the uninhabitability of the **HOME** or the **COMMON ELEMENTS** or health risk due to the proximity of **POLLUTANTS**. **WE** will not cover costs, or expenses resulting from the direction of any governmental entity to test, clean-up, remove, treat, contain or monitor **POLLUTANTS**;
  3. Any loss or damage resulting from the effects of electromagnetic fields (EMF's) or radiation;
  4. Any damage to personal property that does not result from a **CONSTRUCTION DEFECT**;
  5. Any **CONSEQUENTIAL OR INCIDENTAL DAMAGES**;
  6. Any **CONSUMER PRODUCTS**;
  7. Any **CONSTRUCTION DEFECT** as to which **YOU** have not taken timely and reasonable steps to protect and minimize damage after **WE** or **OUR** authorized representative have provided **YOU** with authorization to prevent further damage;
  8. Any damage to the extent it is incurred after or as a result of **YOUR** failure to notify **US** in the manner and time required under this **LIMITED WARRANTY**;
  9. Any costs or obligations paid or incurred by **YOU** in violation of **Section VI. C.** below;
  10. Any non-conformity with local building codes, regulations or requirements where the condition does not meet the definition of a **CONSTRUCTION DEFECT**. While **WE** acknowledge **OUR** responsibility



to build in accordance with applicable building codes, this **LIMITED WARRANTY** does not cover building code violations in the absence of a **CONSTRUCTION DEFECT**;

11. Any deviation from plans and specifications where the condition does not meet the definition of a **CONSTRUCTION DEFECT**.
- B. **OUR LIMITED WARRANTY** does not cover any **CONSTRUCTION DEFECT** which would not have occurred in the absence of one or more of the excluded events or conditions listed in the Exclusions above, regardless of:
  1. The cause of the excluded event or condition;
  2. Other causes of the loss or damage; or
  3. Whether other causes acted concurrently or in any sequence with the excluded event or condition to produce the loss or damage.

## **VI. Procedure to Request US To Perform Under This LIMITED WARRANTY**

If **YOU** become aware of a condition that **YOU** believe is a **CONSTRUCTION DEFECT** under this **LIMITED WARRANTY**, **YOU** have the following responsibilities:

### **A. Notification**

**YOU** must notify **US** in writing as soon as reasonably possible after **YOU** become aware of a condition that **YOU** believe may constitute a **CONSTRUCTION DEFECT**, but in no event may **YOUR** written notice of a **CONSTRUCTION DEFECT** or **YOUR** written request for warranty performance be received by **US** later than thirty (30) days after this **LIMITED WARRANTY** has expired. This extended period for providing notice of a **CONSTRUCTION DEFECT** shall not operate to extend the **WARRANTY PERIOD**.

If the written notice is received by **US** more than thirty (30) days after the expiration of this **LIMITED WARRANTY**, **WE** shall have no obligation to remedy the **CONSTRUCTION DEFECT**. Because of the importance of this written notice requirement, **WE** recommend that notice always be sent by Certified Mail, return receipt requested, in order to establish a record.

### **B. Cooperate With US**

**YOU** must give **US** and any third parties acting on **OUR** behalf reasonable help in inspecting, investigating, testing (including destructive testing), monitoring, repairing, replacing or otherwise correcting an alleged **CONSTRUCTION DEFECT**. Help includes, but is not limited to, granting reasonable access to the **HOME** or **COMMON ELEMENTS** for the forgoing purposes. If **YOU** fail to cooperate or provide **US** reasonable access to the **HOME** or **COMMON ELEMENTS**, **WE** will have no further obligation under this **LIMITED WARRANTY**.

### **C. Do Not Make Voluntary Payments**

**YOU** agree not to make any voluntary payments or assume any obligations or incur any expenses for the remedy of a condition **YOU** believe is a **CONSTRUCTION DEFECT** without prior written approval from **US**, or other parties authorized to act on **OUR** behalf. **WE** will not reimburse **YOU** for costs incurred where **YOU** did not obtain prior written approval.

However, **YOU** may incur reasonable expenses in making repairs in an **EMERGENCY CONDITION** without prior written approval, provided the repairs are solely for the protection of the **HOME** or **COMMON**



**ELEMENTS** from further damage or to prevent an unsafe living condition and provided **YOU** notify **US** as soon as is reasonably possible. To obtain reimbursement for repairs made during an **EMERGENCY CONDITION**, **YOU** must provide **US** with an accurate written record of the repair costs.

#### **D. Sign A Release**

When **WE** or a third party acting on **OUR** behalf have completed repairing, replacing or paying **YOU** as to any **CONSTRUCTION DEFECTS** and related damage covered by this **LIMITED WARRANTY**, **YOU** may be requested to sign a full release of **OUR** obligation for the **CONSTRUCTION DEFECTS**. The release shall be applicable to the **CONSTRUCTION DEFECTS** and shall not prevent **YOU** from notifying **US** should **YOU** become aware of a subsequent **CONSTRUCTION DEFECT**.

#### **E. If YOU Disagree With US**

If **YOU** believe **WE** have not satisfactorily responded to **YOUR** request for warranty performance or satisfactorily worked with **YOU** to resolve any other claim or dispute between **YOU** and **US**, **YOU** should provide written notice to **PWC** requesting Mediation. Upon **PWC's** receipt of written notice from **YOU**, **PWC** may review and mediate **YOUR** request. **PWC** may communicate with **YOU**, **US**, and any other individuals or entities that **PWC** believes may possess relevant information. If after forty-five (45) days, **PWC** is unable to successfully mediate **YOUR** claim or dispute, or at any earlier time when **PWC** determines that **YOU** and **WE** are at an impasse, **PWC** will notify **YOU** that **YOUR** request remains unresolved and that **YOU** may elect to initiate binding arbitration. Binding arbitration as described in the following section is the sole remedy for the resolution of disputes between **YOU** and **US**.

## **VII. Binding Arbitration Procedure**

Following commencement of the **WARRANTY PERIOD**, any claim, controversy or dispute (hereafter collectively referred to as "dispute") between **YOU** and **US**, or parties acting on **YOUR** or **OUR** behalf, including **PWC**, and any successor, or assign of either **YOU** or **US**, which relates to or arises from this **LIMITED WARRANTY**, or the design or construction of the **HOME** or the **COMMON ELEMENTS**, or the sale of the **HOME** or transfer of title to the **COMMON ELEMENTS**, will be resolved solely by binding arbitration and not through litigation in court before a judge or jury. This agreement to arbitrate is intended to inure to the benefit of, and be enforceable by, **OUR** contractor, subcontractors, agents, vendors, suppliers, design professionals, materialmen, and any of **OUR** direct or indirect subsidiaries or related entities alleged to be responsible for any **CONSTRUCTION DEFECT**. Disputes subject to binding arbitration include, but are not limited to:

- A. Any disagreement that a condition in the **HOME** or the **COMMON ELEMENTS** is a **CONSTRUCTION DEFECT**;
- B. Any disagreement as to the method or scope of repair required to correct a **CONSTRUCTION DEFECT** or whether a **CONSTRUCTION DEFECT** has been corrected in compliance with this **LIMITED WARRANTY**;
- C. Any alleged breach of this **LIMITED WARRANTY**;
- D. Any alleged violation of consumer protection, unfair trade practice, or any other statute;
- E. Any allegation of negligence, strict liability, fraud, and/or breach of duty of good faith, and any other claims arising in equity or from common law;
- F. Any dispute concerning the interpretation of this arbitration provision or the arbitrability of any issue;



- G. Any dispute concerning the timeliness of **OUR** performance and/or **YOUR** notifications under this **LIMITED WARRANTY**;
- H. Any dispute as to the payment or reimbursement of the arbitration filing fee;
- I. Any dispute as to whether this **LIMITED WARRANTY**, or any provision hereof, including, but not limited to, this arbitration clause and any waiver hereunder, is enforceable;
- J. Any other claim arising out of or relating to the sale, design or construction of **YOUR HOME** or the **COMMON ELEMENTS**, including, but not limited to any claim arising out of, relating to or based on any implied warranty or claim for negligence or strict liability not effectively waived by this **LIMITED WARRANTY**.

The arbitration shall be conducted by DeMars and Associates, Ltd. ([www.demarsassociates.com](http://www.demarsassociates.com)) pursuant to its Construction Arbitration Program ("CAP"), or by such other neutral, independent arbitration service that **PWC** shall appoint. If **YOU** object to the arbitration service appointed by **PWC**, **YOU** must so inform **PWC**, in writing, within ten (10) days of **YOUR** receipt of **PWC's** written notice informing **YOU** of the appointed arbitration service. **PWC** will then appoint an alternative neutral arbitration service provider. If **YOU** object to this alternative provider and if **YOU** and **WE** are unable to agree on another alternative, then either party may, pursuant to the applicable provisions of the Federal Arbitration Act (9 U.S.C. § 1, et seq.), apply to a court of competent jurisdiction to designate an arbitration service provider, which designation shall be binding upon the parties. Selection of the arbitrator shall be the responsibility of the appointed arbitration service. The rules and procedures of the arbitration service, including its rules and procedures pertaining to its selection of the arbitrator who will conduct the arbitration, that are in effect at the time the request for arbitration is submitted will be followed unless the parties expressly agree otherwise. **PWC** will obtain and provide to **YOU** and **US**, upon request, the rules and procedures of the arbitration organization appointed to administer the arbitration. The arbitration service finally appointed or designated as aforesaid shall administer the arbitration of any and all disputes required to be joined under the law.

This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by and interpreted under the Federal Arbitration Act now in effect and as it may be hereafter amended (the "FAA") to the exclusion of any inconsistent state law, regulation or judicial decision. The award of the arbitrator shall be final and binding and may be entered as a judgment in any court of competent jurisdiction.

Each party shall bear its own attorney's fees and costs (including expert's costs) for the arbitration. If **YOU** initiate the arbitration request, the arbitration filing fee and other fees charged by the arbitration service shall be divided and paid equally by **YOU** and **US**, unless **YOU** and **WE** have otherwise agreed in writing to a different allocation. If **WE** initiate the request for arbitration, **WE** shall pay the entire arbitration filing fee as well as all other fees charged by the arbitration service.

As part of any arbitration award, the arbitrator may, at his/her discretion, direct that **WE** reimburse **YOU** some or all of the arbitration filing fee and other arbitration fees **YOU** paid to the arbitration service, but under no circumstances shall **YOU** be required to reimburse **US** any portion of the arbitration filing fee and other arbitration fees **WE** paid.

Arbitration filing fees and other arbitration fees vary among arbitration service providers. Before submitting a Binding Arbitration Request Form, **YOU** may contact **PWC** to obtain information on the fees charged by the appointed arbitration service provider. The arbitration service's filing fee and other arbitration fees in effect at the time arbitration is requested shall apply.

The process for initiating arbitration is described below.



**Step 1** The Initiating Party Completes A Binding Arbitration Request Form And Mails It To **PWC** Along With Their Share Of The Arbitration Filing Fee. A Binding Arbitration Request Form is attached to this **LIMITED WARRANTY**. **YOUR** Binding Arbitration Request Form must be received by **PWC** no later than ninety (90) days after the **WARRANTY PERIOD** expires. Please Note that while **YOU** have ninety (90) days after the **WARRANTY PERIOD** expires to file for arbitration, this time period does not extend the **WARRANTY PERIOD** for **CONSTRUCTION DEFECTS**. Additionally, no investigation, inspection, testing, repair, replacement, or payment, nor any promise of same by **US** under this **LIMITED WARRANTY**, nor any dispute resolution efforts, shall extend the term of this **LIMITED WARRANTY** or extend or toll any statutes of limitations or any of **YOUR** rights or remedies.

**Step 2** The Arbitration Service Will Arrange For The Arbitration. The arbitrator or arbitration organization will notify **YOU** and **US** of the time, date and location of the arbitration hearing. If the dispute involves the allegation of a **CONSTRUCTION DEFECT** or **OUR** performance under this **LIMITED WARRANTY**, most often the hearing will be conducted at the **HOME** or, if applicable, the location of the **COMMON ELEMENTS**. Other disputes between **YOU** and **US** that are subject to arbitration, but which do not include a **CONSTRUCTION DEFECT** claim, may be scheduled for hearing at the **HOME** or another location within the county where the **HOME** is located. In scheduling the hearing the arbitrator will set a time and date that is reasonably convenient to all the parties.

**Step 3** The Arbitration Hearing. The parties at the arbitration hearing will include the arbitrator, **YOU**, **US** and/or a third party designated by **YOU** or **US** or acting on **YOUR** or **OUR** behalf. Any party to the proceeding may be represented at the hearing. All persons who are parties to the arbitration, as well as representatives and witnesses, are entitled to attend hearings.

After evidence is presented by **YOU**, **US** or **YOUR** or **OUR** representatives, a decision will be rendered by the arbitrator. The decision is final and binding on **YOU** and **US**. The arbitrator may grant any remedy, including statutory remedies, and other relief that the arbitrator deems just and equitable and within the scope of this **LIMITED WARRANTY** or other applicable agreements.

The arbitrator will decide any dispute between the parties, as described above. Where a **CONSTRUCTION DEFECT** is alleged, the arbitrator will determine whether the alleged **CONSTRUCTION DEFECT** exists and whether it is **OUR** responsibility. If the arbitrator finds **US** responsible for a **CONSTRUCTION DEFECT**, **WE** shall be obligated to perform in accordance with **OUR Warranty Obligations** as described in **Section II** above.

In connection with a **CONSTRUCTION DEFECT** dispute, the arbitrator retains jurisdiction and authority to decide any dispute as to the required scope of repair and the cost to repair the **CONSTRUCTION DEFECT**. In deciding such disputes, the arbitrator considers the terms of this **LIMITED WARRANTY**, any third-party evaluations, binding bids for repair work supplied by either of the parties, any estimates of diminished fair market value, and such other information submitted by the parties and deemed relevant by the arbitrator. Except where otherwise directed by the arbitrator's award, the decision to repair, replace, or to make payment to **YOU** in lieu of repair or replacement is at **OUR** or **OUR** authorized representative's sole option. The arbitrator will also render a decision as to any other claims, disputed matters or issues stated in the Binding Arbitration Request Form.

**Step 4** **OUR** Arbitration Performance Obligations. If an arbitrator concludes that **WE** are responsible for a **CONSTRUCTION DEFECT**, **WE** will perform in accordance with the arbitrator's decision within sixty (60) days from the date of the award or such greater time as may be allowed by the arbitrator's decision. Delays caused by circumstances beyond **OUR** or **OUR** representative's control shall be excused.

**Step 5** Disputes As To Compliance With The Award. If there is any dispute as to **OUR** compliance with an arbitrator's award, either party shall so inform **PWC** in writing at its mailing address specified in this **LIMITED WARRANTY**. **PWC** will mediate this dispute and if it cannot be resolved, either party may request a compliance inspection arbitration to decide the question of compliance with the arbitration award. If it is determined that **WE** have not properly performed, **WE** will be obligated to immediately



comply. As with the original arbitration award, any such subsequent arbitration rulings shall be enforceable by any court of competent jurisdiction.

## VIII. General Conditions

### A. Separation of This LIMITED WARRANTY From The Contract Of Sale

This **LIMITED WARRANTY** is separate and independent of the contract between **YOU** and **US** for the construction and/or sale of the **HOME** or transfer of the **COMMON ELEMENTS**. Except as otherwise expressly provided herein, the provisions of this **LIMITED WARRANTY** shall in no way be restricted or expanded by anything contained in the construction and/or sales contract or other documents between **YOU** and **US**.

### B. Transfer to Subsequent HOMEOWNERS

This **LIMITED WARRANTY**, subject to all of its terms and conditions, including, but not limited to, its mandatory binding arbitration provision, will transfer to new owners of the **HOME** for the remainder of the **WARRANTY PERIOD**. **YOU** agree to provide this **LIMITED WARRANTY** to any subsequent purchaser of the **HOME** as a part of the contract of sale of the **HOME**. Please see the form "SUBSEQUENT HOME BUYER ACKNOWLEDGEMENT AND TRANSFER" contained at the end of this document.

### C. Transfer of Manufacturer's Warranties

**WE** assign to **YOU** all the manufacturer's warranties on all appliances, fixtures and items of equipment that **WE** installed in the **HOME**. Should an appliance or item of equipment malfunction **YOU** must follow the procedures set forth in that manufacturer's warranty to correct the problem. **OUR** obligation under this **LIMITED WARRANTY** is limited to the workmanlike installation of such appliances and equipment. **WE** have no obligation for appliances and equipment defined as **CONSUMER PRODUCTS**.

### D. Recovery Rights

If **WE** or a third party designated by **US** or acting on **OUR** behalf repairs, replaces or pays the cost to repair or replace **CONSTRUCTION DEFECT**, or other related damage to the **HOME** or the **COMMON ELEMENTS** covered by this **LIMITED WARRANTY**, or if **WE** elect to pay the diminished market value of the **HOME** in lieu of repair or replacement of a **CONSTRUCTION DEFECT**, **WE** are then entitled, to the extent of **OUR** cost or payment, to take over **YOUR** related rights of recovery from other people and entities, including but not limited to, other warranties and insurance. **YOU** have an obligation not to make it harder for **US** to enforce these rights. **YOU** agree to sign any papers, deliver them to **US**, and do anything else that is necessary to help **US** exercise **OUR** rights.

### E. General Provisions

1. If any provision of this **LIMITED WARRANTY** is determined to be unenforceable, such a determination will not affect the remaining provisions. If this **LIMITED WARRANTY** or any provision herein is determined to be unenforceable as to a **HOMEOWNERS ASSOCIATION** or a specific **HOMEOWNER**, such a determination will not affect the enforceability of this **LIMITED WARRANTY** or such provision as to any other **HOMEOWNERS ASSOCIATION** or any other **HOMEOWNER**. The issue of enforceability, as well as all other issues, will be determined by Binding Arbitration as provided for in this **LIMITED WARRANTY**.
2. This **LIMITED WARRANTY** and the binding arbitration process are binding on **YOU** and **US**. It is also binding on **YOUR** and **OUR** heirs, executors, administrators, successors, and assigns.
3. As may be appropriate, the use of the plural in this **LIMITED WARRANTY** includes the singular, and the use of one gender includes all genders.



## IX. Definitions

**BUILDER** means the individual, partnership, corporation or other entity which participates in the Warranty Program administered by the Professional Warranty Service Corporation and provides **YOU** with this **LIMITED WARRANTY**. Throughout this document the **BUILDER** is also referred to as "**WE**", "**US**" and "**OUR**".

**COMMON ELEMENTS** means the property as specified in the recorded Covenants, Conditions and Restrictions as common area and any other property as to which the **HOMEOWNERS ASSOCIATION** has standing under the law to make a claim. This may include, but is not limited to, streets, slopes, the structure or components of enclosure or other parts of the **HOME**, corridors, lobbies, vertical transportation elements, rooms, balconies, clubhouses or other spaces that are for the common use of the residents of the development in which the **HOME** is located. **SYSTEMS** serving two or more **HOMES**, and the outbuildings that contain parts of such **SYSTEMS** are also included in this definition.

**CONSEQUENTIAL OR INCIDENTAL DAMAGES** means any loss or injury **other than**:

- A. **OUR** cost to correct a **CONSTRUCTION DEFECT** including the correction of those surfaces, finishes and coverings damaged by the **CONSTRUCTION DEFECT**;
- B. **OUR** cost to repair or replace, at market value, furniture, carpet or personal property damaged by the **CONSTRUCTION DEFECT**;
- C. **OUR** cost to repair damage to the **HOME** which occurs in the course of **OUR** repair or replacement of a **CONSTRUCTION DEFECT**;
- D. The reasonable cost of the **HOMEOWNER'S** alternative shelter when the **HOME** is temporarily uninhabitable due to a **CONSTRUCTION DEFECT** and while the **HOME** is rendered uninhabitable by the work necessary to repair a **CONSTRUCTION DEFECT**.

Time **YOU** take off from work and/or **YOUR** inability to work from the **HOME** as a result of a **CONSTRUCTION DEFECT** or the repair/replacement of a **CONSTRUCTION DEFECT**, are among those damages considered "**CONSEQUENTIAL OR INCIDENTAL DAMAGE**" and are excluded under this **LIMITED WARRANTY**. Diminished fair market value of the **HOME** is also among those damages considered "**CONSEQUENTIAL OR INCIDENTAL DAMAGE**" and is excluded under this **LIMITED WARRANTY** notwithstanding that **WE** reserve the right to elect to pay **YOU** diminished fair market value in lieu of **OUR** repair, replacement or payment for the cost to repair or replace a **CONSTRUCTION DEFECT**.

**CONSTRUCTION DEFECT(S)** means a condition in the materials or workmanship used in constructing the **HOME** and/or the **COMMON ELEMENTS** that:

- materially affects the structural integrity of the **HOME** or the **COMMON ELEMENTS**; or
- has an obvious and material negative impact on the appearance of the **HOME** or the **COMMON ELEMENTS**; or
- jeopardizes the life or safety of the occupants of the **HOME** or the users of the **COMMON ELEMENTS**; or
- results in the inability of the **HOME** or the applicable **COMMON ELEMENTS** to provide the functions that can reasonably be expected in such a **HOME** or **COMMON ELEMENT**.

**CONSUMER PRODUCT** means any piece of equipment, appliance or other item that is a **CONSUMER PRODUCT** for purposes of the Magnuson-Moss Warranty Act (15 U.S.C. § 2301, *et seq.*) installed or included in the **HOME**. Examples of Consumer Products include, but are not limited to, dishwasher, garbage disposal, gas or electric cook-top, range, range hood, refrigerator or refrigerator/freezer combination, gas oven, electric oven, microwave oven, trash compactor, automatic garage door opener, clothes washer and dryer, hot water heater, solar water heater, solar water heating panels, furnace, boiler, heat pump, air conditioning unit, humidifier, thermostat, and security alarm system.

**EMERGENCY CONDITION** means an event or situation that creates the imminent threat of damage to the **HOME** or **COMMON ELEMENTS**, or results in an unsafe living condition due to a **CONSTRUCTION DEFECT** that **YOU** (or as applicable, the **HOMEOWNERS ASSOCIATION**) become aware of at a point in time other than **OUR** normal business hours and **YOU** were unable to obtain **OUR** or **OUR** authorized representative's



prior written approval to initiate repairs to stabilize the condition or prevent further damage.

**HOME** means a single family residence either attached or detached covered by this **LIMITED WARRANTY** and the land on which it sits, or a condominium or cooperative unit in a multi-unit residential structure/building covered by this **LIMITED WARRANTY**, and the land on which it sits, except to the extent such unit, structure/building or land is part of the **COMMON ELEMENTS**.

**HOME BUILDER'S LIMITED WARRANTY** means only this express warranty document provided to **YOU** by **US**.

**HOMEOWNER** means the first person(s) to whom a **HOME** (or a unit in a multi-unit residential structure/building) is sold, or for whom such **HOME** is constructed, for occupancy by such person or such person's family, and such person's(s') successors in title to the **HOME**, or mortgagees in possession and any representative of such person(s) who has standing to make a claim on that person(s) behalf, including any class representative or **HOMEOWNERS ASSOCIATION** making a claim in a representative capacity.

**HOMEOWNERS ASSOCIATION** means a profit or nonprofit corporation, unincorporated association, organization, partnership, assessment district, limited liability company, limited liability partnership or other entity of any kind that owns, manages, maintains, repairs, administers, or is otherwise responsible for and has standing to make a claim as to any part of the **COMMON ELEMENTS**.

**POLLUTANTS** means all solid, liquid, or gaseous irritants or contaminants. The term includes, but is not limited to, petroleum products, smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, radon gas, and waste materials, including materials to be recycled.

**PWC** means Professional Warranty Service Corporation which administers the warranty program in which **WE** participate. As such, **PWC** assumes no other liabilities in connection with this **LIMITED WARRANTY**. The **PWC** mailing address is: **Professional Warranty Service Corporation**  
**P.O. Box 800      Annandale, VA 22003-0800**

**SYSTEMS** means the following:

- (a) Plumbing system - gas supply lines and fittings; water supply, waste and vent pipes and their fittings; septic tanks and their drain fields; and water, gas and sewer services piping and their extensions to the tie-in of a public utility connection or on-site well and sewage disposal system.
- (b) Electrical system - all wiring, electrical boxes, switches, outlets, and connections up to the public utility connection.
- (c) Heating, Cooling, and Ventilation system - all duct-work; steam, water and refrigerant lines; and registers, connectors, radiation elements and dampers.

**WARRANTY PERIOD** shall commence on the date the title to the **HOME** is transferred to the first **HOMEOWNER**. Notwithstanding anything to the contrary set forth in this **LIMITED WARRANTY**, the **WARRANTY PERIOD** for the **COMMON ELEMENTS** of an individual structure/building commences on the date the title for the first **HOME** in the structure/building is transferred to the first **HOMEOWNER** or, as concerns clubhouses or outbuildings or other **COMMON ELEMENTS** not part of the **HOME**, the earlier of the date of substantial completion or the date title to these structures is transferred to the **HOMEOWNERS ASSOCIATION**. The dates the **WARRANTY PERIOD** begins and ends are indicated on the Limited Warranty Validation Form which is attached to and made part of this **LIMITED WARRANTY**.

**WE, US, OUR** means the **BUILDER**.

**YOU, YOUR** means the **HOMEOWNER** and the **HOMEOWNERS ASSOCIATION**.



## BINDING ARBITRATION REQUEST FORM

Prior to requesting binding arbitration under the terms of the HOME BUILDER'S LIMITED WARRANTY, the initiating party should have sent the other party a clear and specific written request outlining the claim(s) or dispute(s) that are being submitted for decision through binding arbitration. If you have taken this step and believe the other party has not satisfactorily responded in accordance with the HOME BUILDER'S LIMITED WARRANTY, fill out this form and send it to PWC along with the arbitration filing fee. Be sure to attach a copy of all pertinent correspondence between you and the other party relative to the issue.

The information you need to fill out this form can be found on the Limited Warranty Validation Form. However, if you do not know the answers to any questions, write "Don't Know." Please do not leave any item blank.

Homeowner name(s): \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
CITY STATE ZIP

Home Phone : (\_\_\_\_\_) \_\_\_\_\_ Business Phone: (\_\_\_\_\_) \_\_\_\_\_

LIMITED WARRANTY #: \_\_\_\_\_ Date Warranty Period begins: \_\_\_\_\_

Builder's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Business Phone: (\_\_\_\_\_) \_\_\_\_\_

**Describe the dispute that you wish to submit to binding arbitration under the terms of the HOME BUILDER'S LIMITED WARRANTY. If the dispute is relative to a construction defect please include information on when the construction defect(s) first occurred or when you first noticed the construction defect. (Attach additional sheets, if necessary).**

**I/we are hereby requesting PWC to initiate a binding arbitration to resolve the dispute described herein above.**

\_\_\_\_\_  
Signature Date Signature Date

INSTRUCTIONS: Photo-copy this form and complete the fields.

Obtain the required arbitration filing fee by contacting PWC at 1-800/850-2799.

Send this Binding Arbitration Request Form and the arbitration filing fee to:

**PROFESSIONAL WARRANTY SERVICE CORPORATION  
P. O. BOX 800  
ANNANDALE, VIRGINIA 22003-0800**



## SUBSEQUENT HOME BUYER ACKNOWLEDGMENT AND TRANSFER

Any coverage remaining under the **HOME BUILDER'S LIMITED WARRANTY** applicable to the home specified on the Limited Warranty Validation Form is transferred to the subsequent homeowner.

The undersigned home buyer(s) hereby acknowledge and agree:

I/we acknowledge that I/we have reviewed, understand and agree to all the terms of the **HOME BUILDER'S LIMITED WARRANTY** document (PWC Form No. 117).

I/we understand and acknowledge that Professional Warranty Service Corporation ("PWC") is not the warrantor of the **HOME BUILDER'S LIMITED WARRANTY**.

I/we understand that I/we am/are responsible for the maintenance of the home including maintenance of the grade of the land surrounding the home, and that the Builder shall not be responsible for any defect or damage to the home which is the result of my/our failure to maintain the home.

I/we acknowledge and agree to the Binding Arbitration Procedure contained in the **HOME BUILDER'S LIMITED WARRANTY**.

Signature(s) of Subsequent Home Buyer(s): \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_ Date: \_\_\_\_\_

Print above name(s): \_\_\_\_\_

Re-issuance of the Limited Warranty Validation Form with the name(s) of the new Home Buyer(s) is not necessary for you to receive the coverage remaining under the **HOME BUILDER'S LIMITED WARRANTY**. Upon receipt of this signed form, PWC will update its records to reflect the name(s) of the new homeowner(s). If you want PWC to issue another Limited Warranty Validation Form with your name(s) on the form, please check the box below and send a check in the amount of \$20.00 made payable to "PWC" with your submission of this form.

YES, re-issue the Limited Warranty Validation Form in the above name(s) ☐ (check box) Initial \_\_\_\_\_

Address of Home: \_\_\_\_\_

Limited Warranty No.: \_\_\_\_\_

INSTRUCTIONS: Photo-copy this form. Provide information requested, sign, fill in Limited Warranty # in the space provided (this number is provided on the Limited Warranty Validation Form), and provide a telephone number where you can be reached (\_\_\_\_\_) \_\_\_\_\_. If you want the Limited Warranty Validation Form reissued in your name, enclose your check to PWC in the amount of \$20.00 (check box above and initial). To reach PWC by phone, call: 1-800/850-2799.

Mail this form and a photocopy of applicable settlement/closing documents indicating transfer of title, to:

PROFESSIONAL WARRANTY SERVICE CORPORATION P.O. BOX 800 ANNANDALE, VA 22003-0800





OAKWOOD  

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HOMES