

OAKWOOD  HOMES

# HOMEOWNER GUIDEBOOK

*A Reference Guide on Caring for Your New Home*



## **Oakwood Homes Homeowner Guidebook**

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*Dear Oakwood Homeowner,*

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 guidebook is to take you through the process of buying and building your new home. It details our responsibility to 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.

This guidebook also contains 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.

Regardless if you are buying your first home, or your second or third home, our associates will work you through the process from contract, to selecting your interior finishes through your frame walk and to closing day. Every home purchase journey is unique and special because your home is personalized by only you.

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

Again, thank you for selecting Oakwood Homes. As a leading builder in Colorado, Utah, and Arizona, we will work hard to maintain your trust. We are here to serve you!

Sincerely,

A stylized, handwritten signature in dark blue ink, consisting of a large, sweeping 'P' followed by a horizontal line.

**Patrick H. Hamill, President & Chairman**  
**Oakwood Homes, LLC**

## INFORMATION ABOUT YOUR NEW OAKWOOD HOME

We ask that you carefully review this Homeowner's Guidebook as it provides proper expectations from the home buying experience through home warranty and home maintenance. It will give you a better understanding of our role as a builder and set expectations for the areas we do and do not assist regarding your new Oakwood home.

### YOUR SATISFACTION IS OAKWOOD'S TOP PRIORITY.

Your Oakwood New Home Counselor: \_\_\_\_\_

Telephone number: \_\_\_\_\_

Name of your community: \_\_\_\_\_

Your new address: \_\_\_\_\_

Your lot and block number: \_\_\_\_\_

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If an emergency during business hours, call the above Customer Care number.



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# THE HOMEBUYING PROCESS

Purchasing a new Oakwood home should be an enjoyable and exciting experience. At times, however, the process can be complex with many details to be decided and arranged. We are committed to guide you through every important aspect of your purchase and will be available to answer questions at each step of the way.

Building a new home is an investment in Oakwood Homes of your money, emotions and valuable time. We emphasize time as many of the tasks to complete your home will **require your attendance during regular business hours** (Monday through Friday, usually between 8:00 am and 4:00 pm). To help us keep your home delivery on schedule, we ask for your cooperation in keeping all appointments.



## THE NEXT STEPS OF THE CONSTRUCTION PROCESS

As we begin the construction of your new home, you are required to attend several important meetings with our community team. Below is an overview of the upcoming meetings. We will provide more detail in the following sections.

### 1 BUYER EXPECTATION MEETING

First, you learn about the Oakwood process of building your home and what to expect during the process.

### 2 PRE-CONSTRUCTION MEETING

Next, you meet one on one with your builder to review the selections for your home.

### 3 PRE-DRYWALL MEETING

Prior to the drywall installation, you will have a meeting with your builder to see the key components of your home that will be covered once the drywall and flooring are installed.

### 4 DEMONSTRATION WALK

During the Demonstration Walk you will become familiar with the operation of all the appliances and features of your new home along with the required maintenance. You will have the opportunity to note any items on your checklist that need to be addressed before closing.

**i Important Note:** *If you purchase a home under construction we will modify the meetings based off the specific situation.*

► **See "Section 2, Construction of Your Home," for more detail.**

### 5 VERIFICATION WALK

Your builder and a customer care associate will review the checklist with you during your verification.

► **See "Section 2, Our Construction Process," for more detail.**

# AGREEMENTS AND POLICIES

## 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), homeowners association information (if applicable), and additional legal provisions.

**i 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 tells 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 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. If you choose a lender other than NEST Home Lending, there may be additional steps and requirements by you and/or your lender.

### 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.

APPRAISALS

Part of your homebuying experience is the appraisal process. The appraisal is not actually done until you are about thirty to sixty days from closing.

It is very important that you keep the following steps of the process in mind throughout your homebuying 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.

OUR WARRANTY COMMITMENT TO YOU

Your Oakwood home is a product of excellent architecture combined with skilled workmanship and quality materials. We are proud of your new home and our emphasis on quality will provide you with enjoyment through the years. The materials used in the construction of your home are of high-quality, but no building lasts forever, especially without proper preventative maintenance on your part. This preventive maintenance begins the day you close on your new Oakwood home.

*Please review **Section 4, Home Maintenance** to become familiar with your home maintenance responsibilities and our customer care warranty service commitment to you.*



# CONSTRUCTION OF YOUR HOME

## CONSTRUCTION OVERVIEW

### 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 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.



### 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.

### CONSTRUCTION PROCESS AND THE COMPLETION DATE OF YOUR HOME

We have streamlined our construction process, which allows us to provide you with your closing date shortly after your Pre-Drywall Meeting. The construction of a new home is unique and is quite different from other manufactured products. As a consumer, you don't get to view the development and creation of the products you purchase. As Oakwood builds your new home, you can watch as your home is constructed. Our success at centralized scheduling depends on the effective and timely communication. There may be items that come up during the construction process and we will address all issues in a timely fashion; ***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***

We will do our best to keep the construction of your home on schedule and we will communicate any delays to you as soon as possible.

## OUR 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 while building a home, so not every house will match these steps exactly. Since your home is built by human hands on your home site, each home is unique. We will build your home to meet or exceed the standards of the industry as represented by the quality of construction in our model homes. Changes in the building schedule do happen on a day to day basis and the order listed below may not be the exact order in which your home is built. Construction of a new home differs from other manufactured products and goods in several ways. As a consumer, you typically don't have the opportunity to watch as the products you purchase are developed and finished. Our success in personalizing your home, however, depends on effective and timely communication of your choices.

During the construction of your home, there are independent third-party inspectors and local municipality building inspectors that will inspect the components of your home to make sure they are built to code and to the plan specifications.

*We have internal procedures for inspecting our homes to ensure that the level of quality meets our requirements. In addition, the county, city or an engineer conducts several inspections at different stages of construction. Your home must pass each inspection before construction continues.*

### QUESTIONS DURING THE CONSTRUCTION PROCESS

*Because of the time required for construction, you will have scheduled meetings and opportunities to view your home as it's built. It is common to have questions during the process. Please direct your questions through your New Home Counselor and Community Builders.*

*We understand and appreciate your interest and attachment to the new home we are building for you, and your input is welcome. However, to avoid misunderstandings, or compounding errors, we ask that you first check your sales contract to review the specifications for construction of your home. If you still believe there is an error, please remember:*

- ▶ *Especially during the early stages, items can look wrong to you but meet the specifications when finished.*
- ▶ *Construction processes are designed to have specific and identified steps. Some steps take longer to complete than others and often it may appear that work is not being done but it is. In the early stages, inclement weather can also affect the construction process and some stages may take longer to complete.*
- ▶ *Construction methods and materials vary from different areas of the country.*

### PREPARATION PHASE - LOCATION, LOCATION

Where will my home be on my home site? Can I change the location of my home on the home site? Will my garage be on the left side or the right side?

These are great questions. The exact position of your home on its site will be determined before the groundbreaking in the preparation phase and is determined by many factors such as terrain, drainage, local requirements and utility easements, along with setback requirements of the local municipality. **NO lot is perfectly flat, and water MUST drain away from your home and ultimately into the storm water system.**

Your lot may drain completely to the front into the street or both to the front and back and through neighboring property, or water may drain through your yard. Your home is in a master planned community and the drainage was designed for the entire community and not just your home site. Therefore, customized drainage plans and home location on a lot are not allowed for individual home sites.

Many times, we get requests for a certain garage handing; the garage handing is determined by several factors including the location of the services into the lot (water and sewer laterals from the street) that connect to the home, the slope of the lot, the relationship with other homes, streetlights and

storm water inlets. Therefore, due to many factors involved in the garage handing, **we are unable to honor a homebuyer's request for a specific garage handing.**

### CAN CHANGES BE MADE AT THIS STAGE?

There is so much that happens behind the scenes at this phase. We are developing the building schedule, drawing the plans for your individual selections and pulling the construction permits with the local municipal building departments. Because of the time required to complete this phase, **NO changes are permitted during this stage.**

### CONSTRUCTION BEGINS!

The first activity you will see on your home site will be the layout. The surveyor will stake your home on the lot using the plot plan to locate the corners of 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 foundation is poured. 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. This does not mean we are behind schedule. To maintain consistency and quality control for all our trade partners we try to stay ahead for last minute weather delays when pouring the foundation of your home.*

### FOUNDATION SYSTEMS

The elevation or height of your home is determined by several factors that include the slope of the street, the slope of the lot, drainage patterns, the home plan and the elevations of the homes on each side of your home. Most importantly, Oakwood will set the elevation of your home to maintain the grade requirements that help protect the structure from water intrusion.



### FOUNDATION-POST TENSION SLAB ON GRADE AND RAFT (MONOLITHIC SLAB) FOUNDATIONS

#### POST TENSION SLABS

- 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 A POST-TENSION SLAB. IF THE CABLES ARE CUT THEY CAN CAUSE EXTENSIVE DAMAGE AND SEVERE INJURY.**

### FRAMING, CARPENTRY, PLUMBING, HVAC 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 HVAC and plumbing systems are being installed, the home's exterior lath and stucco, 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, and other framing corrections. Once this has been completed, your house is ready for the rough-in

inspections as required by local building regulations and Community Builders.

## INSULATION AND DRYWALL

- ▶ Once the city or county has approved the rough-in inspections, insulation will be installed. Following inspection, the drywall trade partner will arrive at the home to install the drywall and then tape and texture it.

**i 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 regarding 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.

## EXTERIOR WORK

- ▶ Exterior work includes the installation of vapor barrier, lath, and stucco, as well as the overhead garage door. Once the concrete flatwork is complete, the yard will be rough graded.
- ▶ **Weather can be a factor! A variety of weather conditions can cause delays of exterior work.**

## 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 the 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 the door handles and bath hardware will also be installed at this stage.

## 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, New Home Counselors and other Associates. 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 a New Home Counselor before you visit your home while it is under construction. We understand that you will want to visit your new home at times during construction. A new home construction site is exciting, but it can also be dangerous. **Monday through Friday, visits to homes under construction are allowed by appointment only.** 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. **Open toed shoes are not permitted, and you must wear a hard hat during your visit. A member of our team will accompany you to ensure your safety and to provide you with answers to any questions you may have.**

Please observe common sense safety procedures always when visiting:

- ▶ Children under the age of 12 are not permitted on the construction site. Children over 12 must be accompanied by an adult.
- ▶ Pay attention to where you are walking. Look in the direction you are moving always.
- ▶ Watch for any building materials, boards, cords, tools or fasteners that might cause tripping, cuts or any other injury.
- ▶ Do not enter any level of a home that is not equipped with stairs and rails.
- ▶ Stay a minimum of six feet from all excavations.
- ▶ Watch out for grading equipment and delivery vehicles and be sure to give them plenty of room. These vehicles are loud and big, and you need to assume that the driver can neither see nor hear you.

In addition to safety considerations, be aware that mud, paint, drywall compound, adhesives and other materials are in use and can get on you or your clothing.

**i 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 or 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! Let us do the worrying for you!*

Additionally, we do appreciate your desire to visit your home during construction, but our insurance does not cover non-associates who might be injured on the construction site. Please also be aware that customer construction alterations (other than those performed by Oakwood associates 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 MOVING IN

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.

## HOMEOWNER SCHEDULED APPOINTMENTS

There are several scheduled appointments a new buyer will attend before the closing of your new home. Below is an overview of these meetings.

### BUYER EXPECTATION MEETING

The purpose of the Buyer Expectation Meeting is to learn about the process of building a home and what to expect during the process. We will also review our warranty program and general homeowner maintenance items. This is a required meeting for all Oakwood buyers. If you are a first-time buyer or even if you've own homes before this is a valuable meeting for everyone. Please contact your New Home Counselor to make an appointment. This is the only meeting that will occur outside of normal business hours.



### PRE-DRYWALL MEETING

Many buyers welcome the chance to tour their home just after the rough mechanical stage, before insulation. The home has started to take shape, but the beginning stages of construction are just underway.

- ▶ Prior to drywall, your construction team will schedule a Pre-Drywall Meeting of your new home. You will be invited to meet with an Oakwood associate for an up-close look at your home.
- ▶ This meeting 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 Meeting 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. We will discuss what you should expect during the construction of your home and during the construction of your home and proper communication involving our trade partners.
- ▶ Your construction team will call you in advance to notify you of the date and time of your Pre-Drywall Meeting.
- ▶ The meeting should take less than an hour and hard-hats will be required. This walk will take place on a weekday, normally with about one week's notice. Please come dressed for the weather and site conditions.



Don't forget to bring your Homeowner Guidebook with You! Bring a camera to take pictures of the house in the rough stage before the drywall goes up!

# DEMONSTRATION WALK

## NEW HOME DEMONSTRATION

### WHEN IS THE NEW HOME DEMONSTRATION WALK?

- ▶ Your Oakwood Closing Coordinator will notify you of the date and time of your scheduled New Home Demonstration. This meeting is takes place Monday through Friday during normal business hours approximately one week before closing. Please be on time, meet our associate in your new home to begin your review, and allow two to three hours for your demonstration. Be sure to dress in comfortable clothing and shoes.
- ▶ It is important that we have five full business days from the time of your New 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.

### WHO ATTENDS THE NEW HOME DEMONSTRATION WALK?

- ▶ 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 New Home 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 can focus all 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.



### WHAT IS THE NEW HOME DEMONSTRATION WALK?

- ▶ The builder will review the purpose and intent of our Buyer's New Home Acceptance form with you now. 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.
- ▶ If you visit the home a day or two prior to your meeting, you may notice details that need attention. During the last couple of days, many trades people and Oakwood Homes associates will be making minor adjustments and fine-tuning your home. These finishing touches are normal and cannot be performed until all the parts and pieces have been installed and tested. What seems like a rush of construction activity is a normal part of the construction process.

## DURING THE NEW HOME DEMONSTRATION WALK WE WILL COVER:

- ▶ 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 and garage door remotes
- ▶ AFCI breaker location and explanation
- ▶ GFCI outlet locations and explanation (all baths, kitchen, garage, and 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.
- ▶ Landscape and sprinkler warranty provisions, if applicable

## 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.)



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

## PURCHASER'S VERIFICATION OF COMPLETION WALK

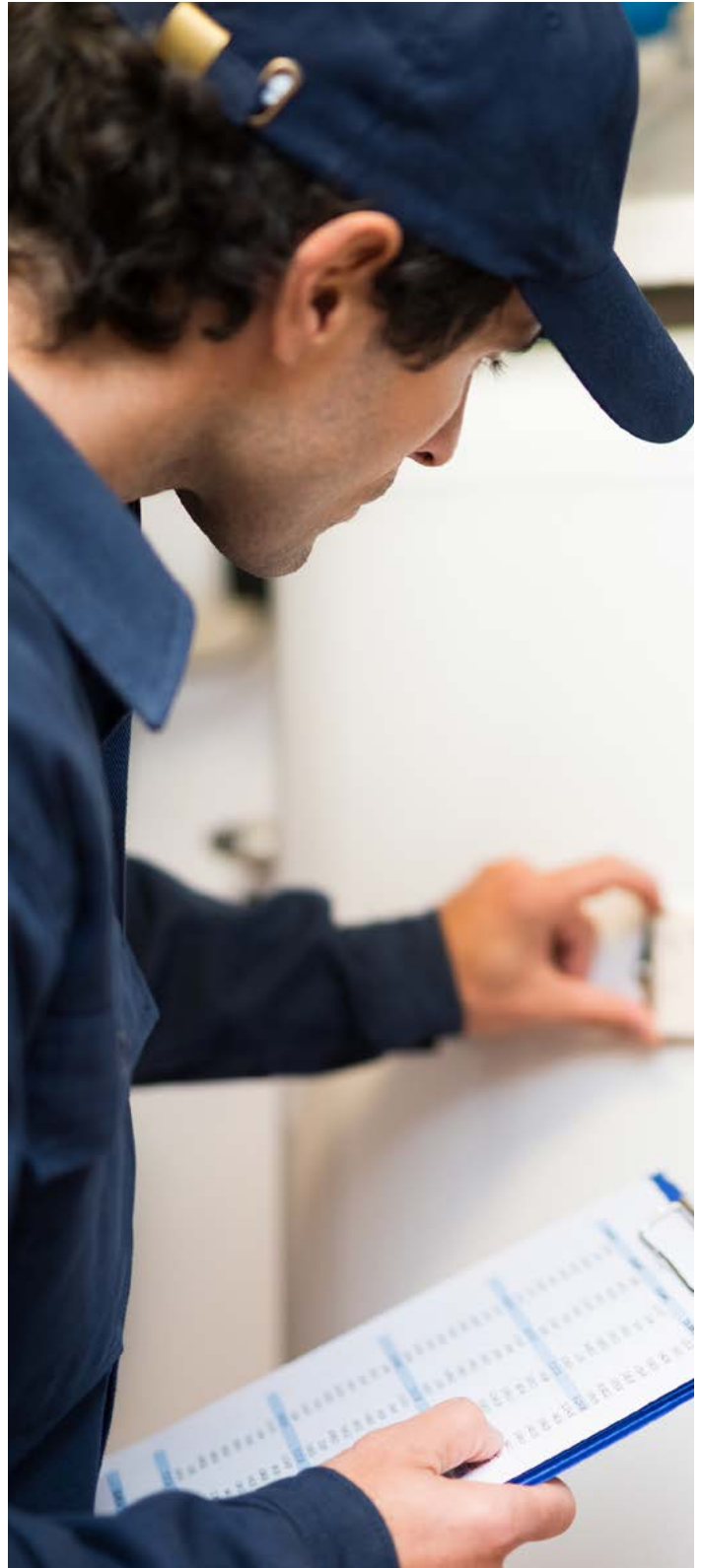
- Typically, the same day or the day before your closing, your builder will review the Buyer's New Home Acceptance form and verify the completion of any items on this form. Please note that some items may become damaged during move-in, and these damages are not the responsibility of Oakwood Homes.

**i Important Note:** Due to our insurance restriction and regulations of the local building municipalities your personal belongings cannot be stored in your home or garage until you close on your home.

## INDEPENDENT HOME INSPECTORS

- 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 our homes undergo a thorough quality-control process starting at excavation and ending with a community team acceptance. 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.

**i Important Note:** Because your home is built on site, there are slight finish sizes that can vary. You should measure for each window covering in your home rather than in any model or other home with a similar plan.





## PRE-CLOSING INFORMATION

### 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 property hazard insurance. **This must be completed in advance of the closing on your new home.** Contact your mortgage company for their requirements.

### CLOSING DAY

Oakwood Homes will notify you of the date and time of your closing shortly after the time of your Pre-Drywall Meeting. If the Buyer is not able to close on the designated Closing Date, then the Seller may extend the Closing Date and the Buyer will pay a fee for extending the Closing Date equal to \$250 for each day the Closing Date is extended. **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 thirty minutes and the closing taking approximately one hour; it is imperative that you arrive on time.

### 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 hours prior to closing.



## TITLE COMPANY ROLE AT CLOSING

The title company's 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 title 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.

## SCHEDULING DELIVERY OF YOUR NEW HOME

The delivery date for your new home begins as an estimate.

We will update you on the estimated delivery date at each of our construction meetings. You are also welcome to check with your New Home Counselor for the most current target date. As completion nears, more factors come under our control and we can be more precise about that date.



### On closing day you need to bring:

- ▶ Your valid driver's license for photocopying
- ▶ Any additional documents your lender requests

▶ This Homeowner Guidebook

# YOUR HOME WARRANTY

**Welcome to the Customer Care Program.** We strive to provide you with the best customer service experience possible. Our associates 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 items that require attention under our warranty. We have two pre-set Customer Care Warranty touch points during your first year of home ownership:

## ► 20 Day Post Close Check-in

## ► 10 Month Post Close Visit

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,
- a home builder who arranges for construction defects to be repaired in a timely manner

**i Important 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.*

*We will not make repairs based on the opinions from third party home inspection reports unless those items are qualifying construction defects or do not meet the applicable one year performance standards.*



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 Maintenance section of this manual 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.

## WARRANTY REQUESTS

### HOW DO I MAKE A WARRANTY SERVICE REQUEST?

When you have a warranty request, please go to our website [OakwoodHomesCo.com](http://OakwoodHomesCo.com) and complete an online warranty service request form. Oakwood Homes asks that all requests for service be submitted by the owner of the home; renters should contact the owner before submitting to us.

You can also reach us:

Email: [CustomerCare@OakwoodHomesCo.com](mailto:CustomerCare@OakwoodHomesCo.com)

Phone: 303-486-8690

Website: [OakwoodHomesCo.com](http://OakwoodHomesCo.com)

**i Important Note:** *We prefer to have all requests for warranty service in writing, however we will accept emergency requests via phone. Please keep a copy of your request and add to your complete home records.*

When we receive a warranty service request, we will contact you for an inspection appointment. (Occasionally the inspection step is unnecessary. In that case, we issue the needed work orders and notify you of our progress.) Warranty inspection appointments are available Monday through Friday, 8:00 am to 4:00 pm. We inspect the items listed in your written request to confirm warranty coverage and determine appropriate action.

#### 20 Day Post Close Check-In

Your Customer Care Liaison will call you around 20 days after closing to check to see if you have any questions or concerns. If you need us to address any warranty items then we will make an appointment with you.

#### 10 Month Post Close Customer Care Visit

- ▶ We will review any concerns you might have regarding your home and review seasonal items. We will also review the warranty coverage available after the first year.

### Warranty Service

If after you close and you find items that are not an emergency, but require service, please submit a Warranty Service Request via our website or email us at [CustomerCare@OakwoodHomesCo.com](mailto:CustomerCare@OakwoodHomesCo.com) and our Customer Care Coordinators will schedule an appointment with your Customer Care Liaison, who will review your concerns with you to determine appropriate action.

In general, we have found that items reported to our Customer Care department will be one of the following:

#### ▶ Warrantable Item

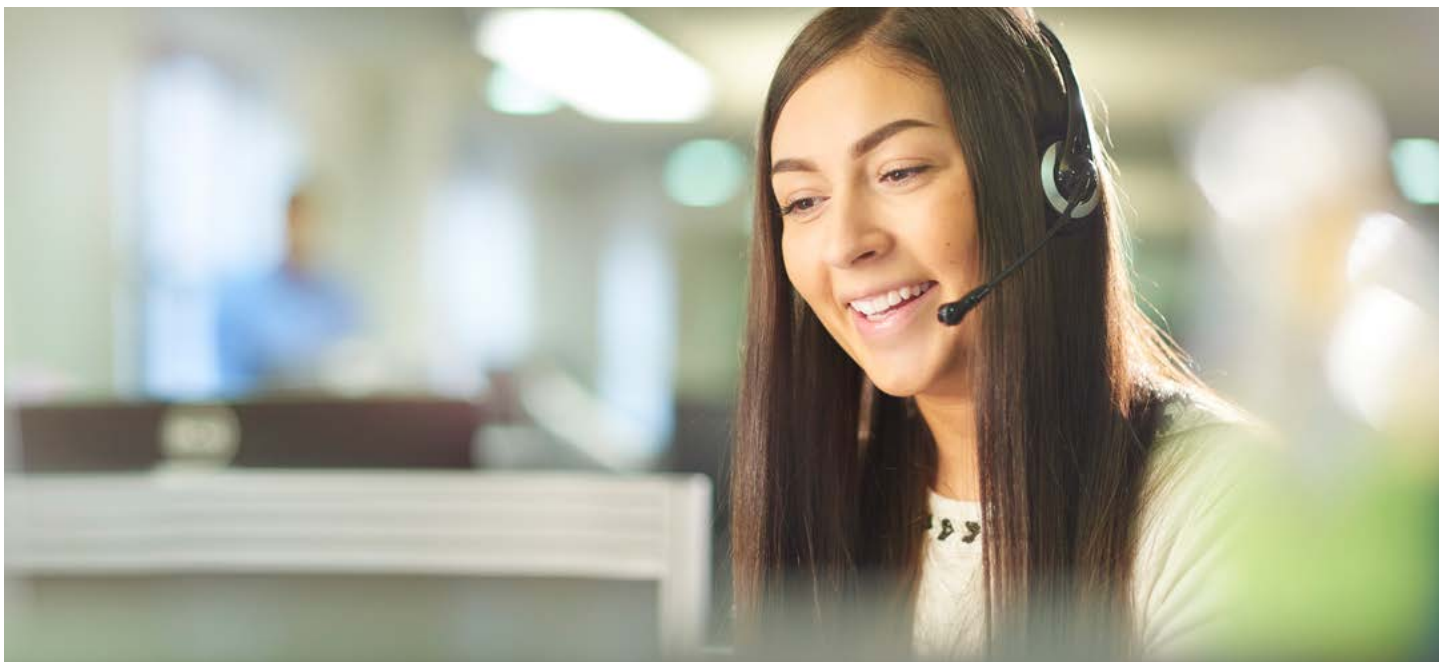
Oakwood Homes provides you with a one-year Customer Care Program covering workmanship and materials defects. To be consistent with everyone, we utilize the typically construction standards of the industry as recognized by the National Association of Home Builders (NAHB). We will meet or exceed those standards. If an item is covered under our warranty, we will perform repairs. We also provide a Construction Defect Warranty that meets the applicable state statutes.

#### ▶ Home Maintenance Item

If the item is not a warrantable item but is considered to be home maintenance, we will provide you tips and offer as much assistance to guide you towards steps to the make the proper repairs.

#### ▶ Storm Damage or Other Disaster

We are not responsible for 'Acts of God,' natural disasters, storm damage or other damage caused by factors outside of our control. In these events, you will need to contact your homeowner's insurance company immediately. Try to limit the damage as much as possible without endangering yourself. It is a good idea to photograph or video the damage.



## CUSTOMER CARE AND WARRANTY REPAIRS

### OAKWOOD'S CUSTOMER CARE HOURS

- ▶ Our Customer Care Support Center operates Monday through Friday, 8:00 a.m. to 5:00 p.m. (closed on most major holidays).
- ▶ Our Customer Care Liaisons are available Monday through Friday, 8:00 a.m. to 4:00 p.m. except on most major 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. We understand that in this world of 24 hour/7-day a week customer service availability, our time frame for service might appear restrictive. However, there are many instances where daylight is required for proper assessment and repairs. Also, many of our trade partners are smaller businesses and not large corporations and do not have the staff to work extended time frames.

### DOES MY REQUEST NEED TO BE IN WRITING?

Yes, for your protection and per the terms of the warranty program, all service requests must be in writing (except for emergency situations). The quickest and most efficient method would be to submit an email request via our website at [OakwoodHomesCo.com](http://OakwoodHomesCo.com) or to email us at [customercare@OakwoodHomesCo.com](mailto:customercare@OakwoodHomesCo.com).

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. **Please follow up with an email during the next business day to notify us of the emergency.** Please refer to the following section regarding "What is considered an emergency?"

**All other warranty service 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

## NEXT STEPS

Once your request for service has been received, you will be sent an email with a confirmation reference number. Within 24 hours of receipt, your request will be reviewed and a Customer Care Liaison 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 Liaison 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 on an agreed date with you. Once we have a scheduled date, our goal is to complete common repairs in 14 business days and to achieve 100% completion of all open service requests at this workday. There could be repairs that take longer to complete and we request your understanding and patience if this occurs. If a repair does take longer to complete we will provide you with an explanation of the process and the timeline.

### Service Order

After your in-home review or inspection has been completed and all trade partners have been selected, an Oakwood Customer Care Liaison will issue a service order(s) 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. The service order authorizes the repair and includes an explanation of the scope of repairs.

## DO I HAVE TO BE AT MY HOME DURING REPAIRS?

Oakwood Homes requires the homeowner or a designated adult (18 or older) to be present when our associates or trade partners are working in your home. This person must have the authority to accept the repairs.

**Oakwood Homes and our trade partners will NOT accept keys or access codes to your home.**

We prefer that you or your representative are present for repairs to the exterior of your home but this is optional. Please make sure we have access to any locked gates and pets are secured if someone is not present during this appointment.

## 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 an item on your list may require more than one trade partner to complete the work. If, for example, an item requires three trade partners, each of those contractors will have their own service order to complete and have you sign it. You must be present during all work performed at your home, and someone eighteen 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.

***\*Signing a service order acknowledges that work was performed in your home on the date shown and about the items listed. It does not negate any of your rights under the warranty nor does it release us from any confirmed warranty obligation. If you prefer not to sign the service order, the technician will note that, sign the service order and return it to us for our records.***

## ACTIVITY WITHIN A COMMUNITY & POSSIBLE PROPERTY DAMAGE

With the amount of activity present during the construction phases of a new community, there can be work performed by contractors not working for Oakwood, utility companies and even moving and furniture delivery trucks which may, unfortunately, cause property damage. Damage caused by these parties are outside our control and not the responsibility of Oakwood. If your property is damaged by anyone other than our trade partner or an Oakwood associate you should contact that party directly. If your property is damaged by our trade partner or an Oakwood associate, please contact us.

## FAMILY PETS

Oakwood Homes understands that pets are part of your family. Their safety is a priority to us. To prevent the possibility of an animal getting injured, scared by unfamiliar people or loud noises in their home, we ask that you move your animals to a place where they will feel safe during any repairs. This policy is also for the protection of our associates and trade partners.

## WE WILL PROTECT THE WORK AREA

During our warranty repairs we will try to minimize the amount of dust by using drop cloths when necessary to protect the work area. We require all persons performing work in your home to clean up each day after the repair is completed.

Before we start work, we will document the current condition to the work areas. We will review this documentation with you before we start work to ensure there are no misunderstandings.

## YOUR PERSONAL BELONGINGS

Even though we will do our best to protect the work area in your home when warranty repairs are required, we request that you remove any delicate, electronic, or sentimental items from the work area. We don't want to take a chance that these items could accidentally be damaged.



## EMERGENCY SERVICE

**IF YOU ARE FACED WITH A FIRE OR LIFE-THREATENING EMERGENCY, CALL 911 IMMEDIATELY!**



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. It is critical that you act quickly during an emergency. Some situations might be urgent for your household but might not require emergency warranty service from Oakwood. The following situations are considered an emergency by Oakwood and our trade partners. Please contact Oakwood immediately for these emergency situations.

*Oakwood Homes also provides an emergency answering service for our homeowners after normal business hours. Please call the Oakwood Homes Customer Care line at 303-486-8690 so we can assist you with any further questions and document the problem. **Remember, call 911 for fire or life-threatening emergencies.***

**Our trade partners provide emergency responses to the following conditions:**

- ▶ Total loss of heat in the cold winter months where the temperature is below 50 degrees Fahrenheit.
- ▶ Total loss of electricity of your home.
- ▶ Total loss of water of your home or a water leak that requires the water service to be shut off at the meter to avoid serious damage to your home and personal property.
- ▶ Sewer backup in main drain lines.

**If a utility service such as electricity, gas or water is out in your community area, please contact the appropriate utility company.**

## EXTERIOR LEAK

A leak from a window, door or roof is an urgent situation. However, we can't safely or necessarily perform a repair while it is raining. Please contact our office as soon as possible regarding all water leaks and take the necessary action to minimize the damage. Please remember if you can't safely do so then don't attempt to minimize the damage. If possible, place a bucket or pail to catch the water. If there is a water in the ceiling, make a small hole by using a tool such as a screwdriver to allow the water to escape from the ceiling into a bucket. You should contact your homeowner's insurance regarding a possible claim. Also, contact Oakwood to report the issue.

## EMERGENCY BILLS

If our trade partner 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 Homeowner Guidebook.

**i Important Note:** *You must contact Oakwood's Customer Care within three business days of the emergency occurrence for which you are requesting reimbursement.*

**🗨 Oakwood Tip:** In addition to emergency situations covered by our limited warranty, be prepared for other kinds of emergencies. Remember to call 911 for any life-threatening emergencies. Be familiar with emergency repair companies in your area in the event you need a locksmith, water extraction, glass breakage repair, or sewer roofer service.

## HOME BUILDER'S LIMITED WARRANTY

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 Home Builder's Limited Warranty.

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**

In addition to our Home Builder's Limited Warranty, Oakwood Homes provides each homeowner with Oakwood's Customer Care Program during the one 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 guide.

**i Important 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. If 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).*

## PERFORMANCE STANDARDS AND GUIDELINES

Oakwood provides a One-Year Oakwood Customer Care Program which uses the NAHB Residential Performance Standards document for explanation of specific responsibility and coverage. The Performance Standards 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 workmanship or material defect in the building components used in your home and to determine the validity of any request for warranty performance made under the One-Year Oakwood Customer Care Program. Please note 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 listed in the current Residential Performance Guidelines (published by the National Association of Home Builders) to the item in question, we will refer to the generally accepted local building practices and standards.**

**i Important Note:** *The Professional Warranty Service Corporation (PWSC) Home Builder's Limited Warranty and 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.*



## MANUFACTURER 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 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 online or mail them per the individual instructions to register your warranty. For most products, there is also additional information on line regarding the manufacturer's warranty, customer service contact information and recommended care and maintenance guidelines.

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 Liaison 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 Tip:** Be sure to activate specific manufacturer's warranties by either completing the warranty information online or completing and mailing any registration cards included with their materials. This is important so that in the event of a recall, the company can contact you and arrange to provide the needed correction.



## ENERGY AND WATER CONSERVATION

Good planning and thoughtful everyday habits can save significant amounts of energy and water. In the process of conserving, you also save money as an additional benefit. Keep these hints in mind as you select and use your home's features:

### HEATING AND COOLING

- ▶ Maintain all your home's systems in clean and good working order to prevent maintenance issues and maximize efficiency. Schedule heat and air conditioning systems inspection a minimum of once every year.
- ▶ Keep filters clean and replace them regularly.
- ▶ Learn how to use your thermostat for comfort and efficient energy use.
- ▶ If you have a zoned system, think through operating schedules and temperature settings to maximize comfort and minimize energy consumption.
- ▶ During cold days, open window coverings to allow the sun to warm your home. Close them when the sun begins to set.
- ▶ Limit the use of your fireplace in extremely cold or windy weather.
- ▶ Ceiling fans cost little to operate and the moving air allows you to feel comfortable at temperatures several degrees higher.
- ▶ On hot days, close all windows and the window coverings on windows facing the sun to minimize solar heating and reduce demands on your air conditioner.
- ▶ Keep the garage overhead doors closed.
- ▶ Plan landscaping elements that support efficient energy use:
  - 🌿 Deciduous trees provide shade during the summer and permit solar warming in winter.
  - 🌿 Evergreen trees and shrubs can create a windbreak and reduce heating costs.
  - 🌿 Position trees to shade the roof and still allow good air flow around the home.
  - 🌿 Plant shrubs and trees to shade the air conditioner without obstructing air flow around the unit.

## WATER AND WATER HEATER

- ▶ Follow the steps outlined in the manufacturer's directions for draining water from your water heater to remove accumulated hard-water scale that builds up inside the tank. Timing will depend on the nature of your water supply.
- ▶ Maintain the recommended temperature setting on the water heater.
- ▶ Correct plumbing leaks, running toilets, or dripping faucets ASAP.
- ▶ Keep aerators clean.
- ▶ Schedule a maintenance inspection for your water heater a minimum of once every year.

## ELECTRICAL

- ▶ Use energy efficient light bulbs.
- ▶ Turn lights and other electric items off when you finish using them or leave the room.

## MAINTENANCE TIPS

- ▶ Caulk during dry weather when temperatures are moderate. Check all locations such as:
  - Q Foundation penetrations (electrical, phone, water, cable TV, and gas line entrances).
  - Q Around fans and vents.
  - Q Joints between door or window frames and siding.
- ▶ Check weather stripping on all exterior doors and adjust as needed.
- ▶ Ensure that door thresholds are a good fit — most are adjustable.
- ▶ Do not store items in the attic where they would compress the insulation.



# HOME MAINTENANCE

Oakwood has prepared helpful tips to guide you in performing preventive maintenance. Some items require attention as needed on a daily or weekly such as cleaning up spills and splatters immediately. Other items require attention on a monthly, quarterly or annual basis.

This overview is a basic list of required maintenance items for most home. This is not an all-encompassing list of required maintenance. Some items may not be applicable for your home. Please consult the maintenance and care information on the products installed in your home. There are also many home care guides available to homeowners for purchase. Proper and routine maintenance is necessary to keep your home properly functioning as designed. Defects in the components due to your failure to perform the necessary maintenance are not covered under your warranty

## APPLIANCE LOG AND SERVICE RECORD

This log is provided for your convenience. For warranty service on an appliance, contact the appropriate manufacturer directly at the service number provided in the appliance literature. You will need to supply the model and serial number (usually located on a small metal plate or seal attached to the appliance in an inconspicuous location), and the date of purchase (your settlement date).

COE Date:

/

/

APPLIANCE	MANUFACTURER	MODEL #	SERIAL #	SERVICE PHONE #
Range				
Range Hood				
Oven				
Microwave				
Dishwasher				
Disposal				
Washer				
Dryer				
Refrigerator				
Garage Door Opener				



## 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 adjustable wrench
- ▶ Standard pliers
- ▶ Screwdrivers—small, medium and large, flathead and Phillips head
- ▶ Claw hammer
- ▶ Hand saw
- ▶ Assorted brads, nails and screws
- ▶ Sturdy pocket knife
- ▶ 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

**i Important Note:** Should a problem occur during your warranty period ([see Your 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.

## YEARLY MAINTENANCE SCHEDULE OVERVIEW

This overview is a basic list of required maintenance items for most homes. This is not an all-encompassing list of required maintenance. Some items may not be applicable for your home. Please consult the maintenance and care information on the products installed in your home. There are also many home care guides available to homeowners for purchase. Routine maintenance is necessary to keep your home properly functioning as designed. Defects in the components due to your failure to perform the necessary maintenance are not covered under your warranty.

### 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:** Clean per manufacturing recommendations. Use a 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 water heater for leaks. Keep sinks sealed to countertops with caulking or silicone.
- ▶ **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 and under corian seats in showers. Inspect around windows and doors, along baseboards, and all staircases. Re-caulk as necessary.

### EVERY THREE MONTHS:

- ▶ **Dryer Vents:** Check the exterior dryer vents and remove lint as needed. \*\*This could be required to check monthly depending on use of dryer.
- ▶ **Electrical:** Test the GFCI receptacles.
- ▶ **Exterior Doors:** Oil hinges and locks if required. Inspect finish for cracks and peeling. Repaint if necessary. As always, call your HOA before you change any exterior color.
- ▶ **Interior Doors:** Lubricate hinges.
- ▶ **Garage Door:** Lubricate hardware. Inspect mechanism to ensure free travel. Adjust if necessary.
- ▶ **Wall & Bath Tile Grout:** Inspect for loose or missing grout. Re-grout if necessary. Re-caulk at the edge of the kitchen, bath and all areas with a back splash if necessary.
- ▶ **Floor 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 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/Shower Enclosures:** Inspect for proper fit. Adjust if necessary. Inspect caulking and re-caulk if necessary.



### 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.
- ▶ **Smoke and Carbon Monoxide Detectors:** **Replace the batteries every six 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:

- ▶ **Floor Coverings:** depending on foot traffic, carpet could require cleaning more. Refer to the manufacturer recommendations for cleaning carpet and various hard surface flooring.
- ▶ **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.
- ▶ **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.

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## HOME MAINTENANCE SCHEDULE

*Begin care of your home with organized records, including information about all its components and your furnishings. We have listed some of the common elements of the home that need routine maintenance to ensure the home continues to function efficiently.*

# FEATURES OF YOUR HOME

## AIR CONDITIONING

Your Oakwood home's air conditioning system is easy to use and maintain. Using your programmable thermostat, select a temperature that is comfortable 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 interior temperature more than thirty 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.

**i Important Note:** *The temperature in your new home can vary by approximately five to ten 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.*

**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.

- ☐ The A/C condenser should be wired to an A/C disconnect switch box with an on/off switch. This box is located close to the A/C condenser outside of the home.
- ☐ 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.
- ☐ 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 days. Be sure to buy the right size filter. The size is usually printed along the filter edge.

**🗨 Oakwood Tip:** Since your home and furnace is new, it is recommended to check your furnace and/or air conditioning air filters weekly for the first two–three months after moving in.

## APPLIANCES

The operational manuals and manufacturer information are provided during your New Home Demonstration for your appliances. Look through them carefully, fill them out and return the information necessary to record warranties. Should you require service on any of your new appliances, please contact the manufacturer directly to arrange for an appointment:

 **Oakwood 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.

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## ATTIC ACCESS

The attic space is neither designed nor intended for storage. We provide access to this area for maintenance of mechanical equipment that may traverse the attic space.

When you perform needed tasks in the attic, use caution and avoid stepping off wood members onto insulation which is on top of the drywall. This can result in personal injury or damage to the ceiling below. Your limited warranty does not cover such injury or damage.

Do not compress the insulation in the attic by placing any type of material for flooring. This will render the insulation in the attic ineffective.

The attic is not a temperature-controlled environment. The personal belongings that you put in the attic may be permanently damaged due to extreme temperatures.

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## CABINETS AND VANITIES

### HOMEOWNER USE AND MAINTENANCE GUIDELINES

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 or use wax products. Refer to the manufacturer's recommendations on maintenance of your cabinets and their components. The wood grain and color will vary from cabinet to cabinet and this is normal.

#### SCRATCHES

Scratches on cabinets may result from normal use, can usually be touched up with Watco Danish Oil Finish which can be purchased at most hardware stores or a touch-up kit

from the manufacturer. Cabinet and vanity hardware may loosen with repeated use; periodically tighten the hardware as needed.

#### SPILLS AND WATER EXPOSURE

Clean up spills immediately. Do not keep a damp towel on door knobs of a cabinet or drawer. Prolonged moisture can cause the doors to warp. Appliances such as rice cookers, crock pots or coffee pots can generate moisture and excessive and/or repeated operation of these types of devices can cause damage to the cabinet. Do not place these appliance directly under a cabinet.

## CARPET

If you have carpet in your home it comes from the mill in standard twelve 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.

### FUZZING

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

### STATIC ELECTRICITY

Removing or preventing a buildup of static charge can be as simple as opening a window or using a humidifier to increase the moisture content of the air, making the atmosphere more conductive. Air ionizers can perform the same task.



### 👍 HELPFUL TIPS

- ▶ Vacuum the traffic lanes frequently. For maximum soil removal use short and slow movements, about two or three strokes in each spot.
- ▶ Vacuum your entire carpet at least 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 carpet manufacturers directly.
- ▶ 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 embedded soil. Some foam products leave a residue in the carpet that attracts and holds soil.
- ▶ Use scissors to clip sprouts and snags. Don't pull on them—you might damage the carpet.
- ▶ Remove heavy furniture dents by stroking the dented area with the edge of a coin. You can also use a hair dryer or a steam iron, but be very careful not to touch the carpet with the iron.

Some substances which may cause permanent damage to your carpet include the following:

- ✗ Acids such as toilet bowl cleaners and tile grout cleaners
- ✗ Rust from metal furniture on freshly shampooed carpet
- ✗ Acne medications containing Benzyl Peroxide
- ✗ Chlorine bleaches
- ✗ Oxygen bleaches
- ✗ Insecticides
- ✗ Plant foods
- ✗ Drain cleaners
- ✗ Oven cleaners
- ✗ Urine
- ✗ Vomit

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## CAULK: EXTERIOR AND INTERIOR

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 monthly and re-caulk as necessary. Select a high-quality brand and use the correct caulk for each application. Generally, the silicone caulks are superior and last longer and work best where there is moisture present. Some caulks, such as latex caulk can be painted, while others cannot such as silicone caulk.

Regular caulking is considered part of home maintenance, which is not repaired by Oakwood.



## 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 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 : EXTERIOR FLATWORK

- ▶ 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 homecare 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.
- ▶ Minor spalling or pitting is normal. Avoid the use of any salt or de-icing chemicals in the winter months, 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. For further protection against the effects of these chemicals, apply a quality seal coat material to exterior concrete surfaces on an annual basis. Surface deficiencies to exterior concrete or concrete exposed to the elements is not a warrantable condition.
- ▶ If you decide to pour a patio or service walk at your home (with HOA approval), make sure to keep the grade at the top of the patio or walk at least six 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. Make sure to provide under drains to redirect water out to the swales. Additions which effect the original pour would not be covered under the warranty. Do not block drainage swales around the house.

- ▶ Apply a weather resistant caulk 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 and may void your 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.



### **HELPFUL TIPS : FOUNDATIONS AND SOILS**

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.

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 geo-technical 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.

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. Please read this carefully. The more you know about your home, the more you can help protect it through proper maintenance.

**If the following conditions are not maintained, then your home maybe be adversely impacted:**

- 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 deicers.
- 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.

### 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 can shrink fifteen times its original volume. While most soils containing montmorillonite will not expand more than thirty-five to fifty 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.

# CONDENSATION

## HOMEOWNER USE AND MAINTENANCE GUIDELINES

When warm, moist air meets cooler surfaces, the moisture condenses. Outside we see this as dew; inside you may see it as a layer of moisture on glass windows and doors. This condensation comes from high humidity within the home combined with low outside temperatures and inadequate ventilation. Family lifestyle significantly influences two out of three of these conditions.

### NEW CONSTRUCTION

Some experts have estimated that a typical new home contains 50 gallons of water. Water is part of lumber, concrete, drywall texture, paint, caulk and other materials used in building. Wet weather during construction adds more. This moisture evaporates into the air as you live in your home adding to the moisture generated by normal living activities. Over time, this source of moisture will diminish.

### NORMAL ACTIVITIES

As you live in your home, your daily lifestyle contributes to the moisture in the air, as well. Cooking, laundry, baths and showers, aquariums, plants, and so on all add water to the air in your home. Likewise, your daily routine can mitigate the amount of moisture in your home and reduce condensation on interior surfaces.

### TEMPERATURE

Avoid setting your thermostat at extreme temperatures. Heating your home will cause the materials to dry out faster, generating more moisture into the air; drying the materials out too fast also increases shrinkage cracks and separations.

### VENTILATION

Develop the habit of using exhaust fans in bathrooms and over the stove. When weather conditions permit, open windows so fresh air can circulate through your home. Keep the dryer exhaust hose clean and securely connected.

## OAKWOOD HOMES LIMITED WARRANTY GUIDELINES

Condensation results from weather conditions and a family's lifestyle. Oakwood Homes has no control over these factors. The limited warranty coverage excludes condensation.

# 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. Always remember to use a cutting board and don't cut anything directly on the countertop.

- ▶ **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, follow the manufacturers recommendations.
- ▶ **Water marks:** Wipe with a damp cloth, towel dry.
- ▶ **Difficult stains:** Avoid abrasive cleaners that will damage the luster of the surface.
- ▶ **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.
- ▶ Damage to tops after closing would not be warrantable.

## 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. 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 to twelve 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.

For daily cleaning, a cleaner designed for granite should be used. 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 like what is installed in the house but no two slabs are exactly alike. This includes granite tile as well.

## 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.

Maintenance Tips 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.
- ▶ 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.



- ▶ Substances that may be removed with solvents by the same manufacturer or recommended by the manufacturer include:

- ✓ Hobby glue
- ✓ Nail polish
- ✓ Lacquers or oil-based paint
- ✓ 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), some precautions need 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 hours before exposing to water.

**Substances that can permanently stain or damage laminate include:**

- ✗ Drain cleaners
- ✗ Toilet bowl cleaners
- ✗ Dyes for hair, textiles and food
- ✗ Oven cleaners
- ✗ Rust removers
- ✗ 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. Rubber drain mats can trap moisture beneath them, causing the laminated plastic to warp and blister. Dry the surface as needed.

## QUARTZ

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 non-porous, 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.

Avoid exposing quartz surfaces to strong chemicals and solvents, especially paint removers or furniture strippers containing trichloroethane 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.

## CAULKING

It is important to maintain the seal of the caulking between the countertop and the wall, along the joint at the backsplash on the wall and around the sink. It is not uncommon for the caulk to shrink and separate from the surface. If the caulking is not maintained in this area, water can penetrate and cause damage to the cabinet below and countertop base surface.

## DOORS AND LOCKS

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.

### COMMON MAINTENANCE 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.
- ▶ **Weatherstripping:** 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.

### 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. If 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.

🗨️ **Oakwood Tip:** Periodic application of powdered graphite or silicone spray to keyholes and lock mechanisms can help to keep them operating smoothly.



## DRYWALL

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. Oakwood Homes does not repair drywall imperfections that are only visible in certain lighting conditions. For example, if you can only see a condition at sunset, sunrise or when different lighting is used, this is not a defect.

### 👍 HELPFUL TIPS

- 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. Some spackle products, like the one shown in the photograph above, go on pink and dry to a white color, indicating that the spackle may be sanded and painted.

- 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 Phillips head screwdriver can be used to reset the screw. ☐ Hairline cracks may be repainted or filled with patching material and repainted.
- Important Note: Drywall patches will have variations in texture.

# EASEMENTS AND PROPERTY BOUNDARIES

## HOMEOWNER USE AND CARE GUIDELINES

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 ([see LANDSCAPING / FENCING section](#)).

## WHAT TO LOOK FOR

The rear corners of your home site are generally marked by a steel bar or pin. This steel property pin may 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 typically within approximately six feet of the ground surface. **DO NOT REMOVE THESE PINS OR MARKERS.**

## WHERE TO LOOK

You will find that a wooden stake bearing the lot numbers to which that 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 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.

## 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 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.



## ELECTRICAL SYSTEM

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.

### POWER SURGE

Power surges are the result of conditions beyond the control of Oakwood Homes and are not covered by our warranty. Power surges can be due to a lightning strike or changes in the electrical service provided by your local utility company and can result in burned-out bulbs or damage to sensitive electronic equipment such as TVs, alarm systems and computers. It is recommended that you consider the use of surge protectors.

### ELECTRICAL SYSTEM COMPONENTS

- ▶ **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.
- ▶ 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 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 outdoors, in bathrooms, kitchens, garages and other selected areas where water is present. They may be tripped by an electrical short, as well as moisture, and should be checked during an electrical failure.
- ▶ **Important Note:** *Do not plug refrigerators, freezers, landscape timers and air conditioners into GFCI outlets or circuits. Any losses due to a power outage is the homeowner's responsibility.*
- ▶ **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.

🗨️ **Oakwood Tip:** One GFCI may control several electrical outlets. Garage outlets are often required to be on GFCIs, 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. Make sure you use the correct size light bulb, DO NOT use a light bulb with wattage that is too large for the device.

- ▶ 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. Any changes to the electrical system could void the warranty.

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

## 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 watt bulbs or wattage indicated on fixture. Always follow the manufacturer's wattage rating inside the fixture.

## 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.

## EXTERIOR MATERIALS AND CLADDING/FINISH

Siding expands and contracts in response to changes in humidity and temperature. Some expansion, shrinkage and separation may be noticeable under different weather conditions. Those behaviors cannot be entirely eliminated.

### CEMENT BASED SIDING

Cement based siding will require repainting and caulking just as wood products do.

### MASONRY

#### HOMEOWNER USE AND MAINTENANCE GUIDELINES

Brick is a material built to last, but you will still need to perform some maintenance. There are a few simple maintenance requirements to help keep your brick on your home looking new.

#### EFFLORESCENCE

Efflorescence is a deposit of salt crystals on brick and stone surfaces. It is often white or even grayish and will flake off the surface of the brick. It occurs when water is present on or in the masonry surface. The best way to remove efflorescence depends on the surface and the composition of the salts. Using a dry brush to remove it is one solution. For some salts, you can simply wash them away with a hand brush, mild detergent, and a water rinse. Power washing is another method that can be used, depending on the surface. You may want to consult with a contractor to see if there is a chemical cleaning agent that is recommended for your surface and get instructions on how to use it safely.

#### WEEP HOLES

A weep hole is a small hole in the brick mortar joint that is designed to allow water that has collected from behind the brick a pathway to escape. It is critical that these weep holes remain open. DO NOT caulk these holes or allow dirt to fill the holes.

### STUCCO

You might have selected an Oakwood home with stucco as an exterior finish. Stucco is a 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.

It is your responsibility to inspect and paint or caulk cracks in the stucco in an effort to prevent water intrusion into the stucco. These repairs and necessary touch-up painting will occur during the summer. Because of sun fading, however, perfect color matching on repainted areas is not guaranteed.

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.

#### 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 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.

## FENCING

When Oakwood Homes installs fencing as part of your new home, we confirm it is in good condition during your demonstration meeting. All types of fencing require some routine maintenance.

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 several homes at a time that complies with our scheduling needs and requirements.



## GRADING & DRAINAGE

### 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 inches from contact at the foundation wall to five 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 percent or more. Final grades around your home have been inspected and approved for proper drainage of your lot. Yards can drain from one to another. You and your neighbors share an overall drainage plan for the community. Use caution when installing landscaping, fencing or additions to your home to prevent causing water problems on adjacent lots.

### WHAT SHOULD I DO AS A HOMEOWNER?

First, check to ensure that the soil slopes away from the foundation. If it does not, please contact Oakwood Homes. We will repair any settlement around the home's foundation in excess of 6 inches. We will make this repair 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 inches in depth, installed over geotextile fabric or plastic sheets, and extending out a minimum distance of six 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. Gluing and lapping the material would also be advisable with the geotextile fabrics. 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 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. 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.



## 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.



## HARDWOOD FLOORS AND ENGINEERED WOOD FLOORS

### ENGINEERED WOOD FLOORS-OTHER USE DISCLAIMERS

Engineered wood floors require the same care and maintenance as nailed-down wood floors. However, they are pre-finished in the factory. 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 inches to eight inches.

### HARDWOOD FLOORS

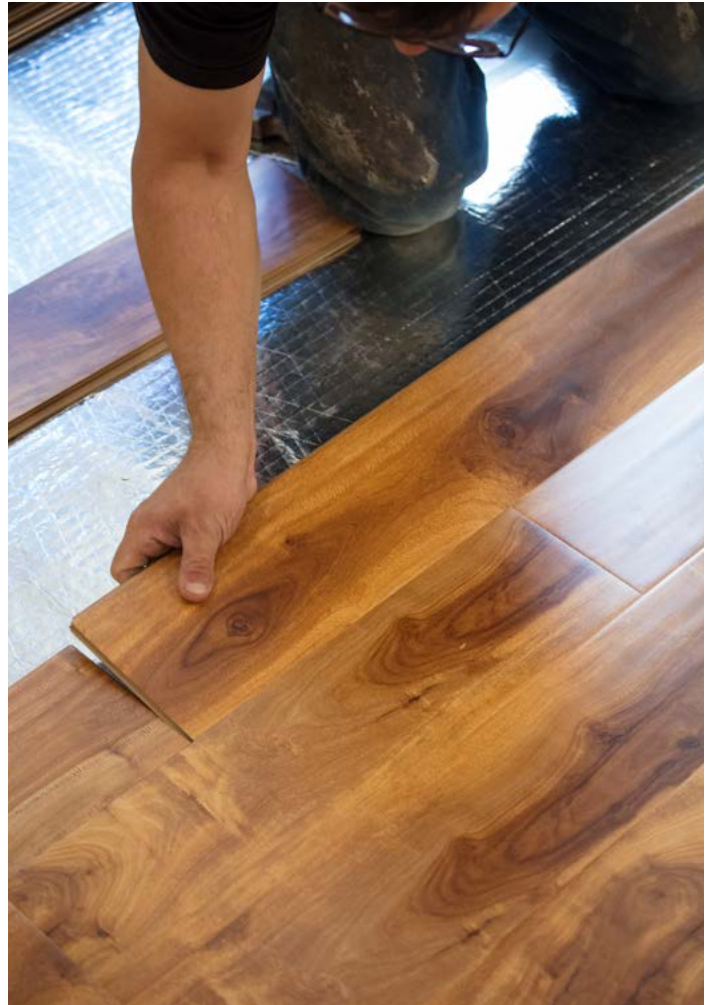
You may have selected a pre-finished or job-site-finished plank hardwood floor. Some characteristics of these products are:

- ▶ Streaks, spots and color variations
- ▶ An occasional unfilled hole
- ▶ Knots inherent to the wood
- ▶ Seasonal gapping due to changes in humidity

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 and as such are not covered under the warranty.

### 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 coat 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 gaps 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 any checking and 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 : MAINTENANCE**

- ▶ 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.
- ▶ Refer to manufacturer's instructions for cleaning your floors
- ▶ 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 daily, 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 per 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.

## HVAC SYSTEM

Your Oakwood home's HVAC 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.

**i Important Note:** *The temperature in your new home can vary by approximately five to ten 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.*

### YEARLY CHECKUPS

To keep your system operating efficiently, have a yearly service checkup by a licensed heating contractor.

### TROUBLESHOOTING STEPS

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 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 days. It remains your responsibility to change the filters regularly.
- ▶ 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.

- ▶ Check your thermostat to see if the batteries need to be changed.
- ▶ If the system still will not work, phone your heating and air-conditioning contractor for service.

**i Important 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.

### RETURN AIR VENT OR AIR INTAKE:

In addition to air outlets, your home has air intake grills. Some homes have more than one. Be sure to keep all registers and grills unobstructed by furniture, drapes and other objects.

## OAKWOOD HOMES LIMITED WARRANTY GUIDELINES

Isolated duct pops are a common occurrence and not guaranteed to be warranted.

Refer to the manufacturer warranty for any additional warranty coverage.

## INSULATION

A properly insulated home will keep the warm air in during the winter and the cool air in during the summer. Insulation requires very little maintenance; however, if you are ever working in the attic, make sure you don't disturb the insulation. If you must remove insulation, make sure you put the insulation back the way it was installed. Walk on joists or truss chords, not exposed ceiling drywall or insulation—you can fall through the drywall. In addition, watch out for sharp nails sticking through the roof deck!

## LANDSCAPING

### RECOMMENDED RULES FOR PLANTING

Do not plant any shrub, groundcover, perennial or bedding plant closer than five 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 feet away from the foundation. Keep lawn and turf grass areas at least five feet away from your home.

### BEFORE YOU PLANT OR INSTALL IRRIGATION

If your home is built on potentially expansive soils, Oakwood Homes has taken steps to prevent and minimize potential problems. To maintain the stability of the foundation of your home it is critical you do NOT:

- ✓ change the established slope that directs surface water away from your foundation.
- ✓ improperly plant in relation to the home.
- ✓ poorly install sprinkler system heads.
- ✓ install retaining walls or bury downspouts.

*(for additional information see Foundations / Grading and Drainage sections).*

### PLANTINGS

It is recommended that all plant material be kept at least 5' away from your home's foundation. This allows room for the root system and future plant growth. Any plant material located within five 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.

- ▶ **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.

**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.
- ▶ **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 season 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 to five weeks after application.
- ▶ **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 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 feet away from the foundation.
- ▶ **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.

**Maintaining the grade of 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. Significant changes to the grade could void your warranty.

## LAWNS

If your Oakwood home was provided with sod, based on the HOA requirements, 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.

## OVERWATERING

A rotting (and subsequent weakening) of the root system can result from over-watering. 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 of overwatering have been found that indicate over two-hundred inches of watering when correlated with water readings. This is five times the amount of watering that the thirstiest of turfs should require. Continuous overwatering could also negatively impact your home's foundation.

► **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 homeowner 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 pound of available nitrogen for each one thousand 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 days. Once the lawn is established, continued applications of fertilizer should be made three to four 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 to three inches. Never cut more than one-third 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 widely available at nursery and home care centers.

► **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.*

## IRRIGATION SYSTEMS

Do not install spray heads, rotors (low-pressure spray heads), bubblers or similar sprinklers within five 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 feet of the foundation.

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

Check your irrigation system regularly. Look for clogged, cracked or broken heads, as well as leaks. If a line is broken, 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.

It is your responsibility to be familiar with proper operation of the irrigation system, timer, and recommended watering guidelines for your area.

Abnormal freezing conditions may occur and it remains your responsibility as a homeowner to ensure the irrigation systems have been properly prepared for winter.

### 👍 HELPFUL TIPS

- ▶ Do not let water stand (pond) near your home. If you notice ponding after watering or beyond twenty-four 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.



## DRAINAGE SWALES

You should 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.

- ▶ 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 quickly removing water toward the driveway, street or another positive outlet. It is your responsibility to maintain the condition of your drainage swales.

## RETAINING WALLS

- ▶ Do not let water gather against your foundation using 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.

## DRAINAGE AND NEW PATIO, SIDEWALKS OR WALKING PATHS

- ▶ 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, observe the following rules. Patio slabs can be constructed as desired while preserving the integrity of the drainage pattern of your lot:
- ▶ 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 foundation) 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 if patio slabs are covered.
- ▶ Patio slabs should slope slightly away from the foundation to avoid pooling water in heavy rain.
- ▶ When adding walk paths or sidewalks, changing the grade, or impeding the drainage with walk areas, additional collection drains and/or extensions will be required to aid in the flow of water. Premature settling will occur if provisions for water flow are altered or impeded by homeowner improvements and as such is not covered under the warranty.

## MILDEW AND MOLD

### HOMEOWNER USE AND MAINTENANCE GUIDELINES

Mildew and mold are fungi that spread through the air in microscopic spores and occur naturally in our environment, both inside and outside of the home. Mildew thrives on wet or damp surfaces where organic material is present such as dirt, wood or dust. The routine cleaning of mildew and mold from your home is your responsibility.

💡 **Our Advice:** Solutions that remove mildew are available from local paint or home improvement stores. Wear protective eye wear and rubber gloves for this task; the chemicals that remove mildew and mold are unfriendly to humans.



## OVERHEAD 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 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 silicone 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 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. It is also important to test the eyes and alignment.

# PAINT

## INTERIOR PAINT

Touchup paint should only be used on interior walls. 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.

**i 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.

**🗨 Oakwood 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.

**i 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. Climatic conditions impact the paint used on the exterior.*

Over time, this finish will fade and dull a bit. Depending on the exposure to weather of each surface, the paint on some parts of your home may begin to show signs of deterioration sooner than others.

During your Demonstration Walk, we will confirm all painted or stained surfaces are in acceptable condition. Oakwood Homes will touch-up paint as indicated on the meeting list. You are responsible for all subsequent touch-up except painting we perform as part of another warranty repair. If we perform a warranty repair that involves painting, we will use the same paint that was on the surface when the home was delivered. We are not responsible for painting or matching custom colors.

**\*Painted touch-ups may not match in color and texture of existing paint.**

## STAINED AREA AND WOOD GRAIN

Because of wood characteristics, color variations will result when stain is applied to wood. This is natural and requires no repair. Today's water-based paints often make wood grain visible on painted trim. Oakwood Homes does not provide corrections for this condition.

## PESTS AND WILDLIFE

Insects such as ants, spiders, wasps, bees and animal life such as birds, squirrels, rodents and snakes, may fail to recognize that your home belongs to you. Addressing concerns involving these pests and wildlife goes with being a homeowner and are not considered a warrantable item. Informational resources include among others, the state wildlife service, animal control authorities, the county extension service, pest control professionals, Internet and public library.

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## PHONE JACKS AND MEDIA OUTLETS

Your home is equipped with telephone jacks and media outlets as shown on the selection sheets. Initiating phone service, additions to phone service, and moving phone and media outlets for decorating purposes or convenience are your responsibility.

### PHONE

An electrical professional installs telephone, cable and internet 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 AND INTERNET

The utility provider supplies your cable television and internet. Please contact them directly if your service is faulty or requires repair.

### OAKWOOD HOMES LIMITED WARRANTY GUIDELINES

Oakwood Homes will repair wiring that does not perform as intended from the phone service box into the home. From the service box, outward, care of the wiring is the responsibility of the local telephone service company.

## PLUMBING SYSTEMS

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.

### 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.

- **P-Traps:** 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 or twenty times in succession will build up pressure in the pipe and be more effective than sporadic, separated plunges. If the sink is clogged 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.

### DRAIN CLEANERS

Although it is sold commercially as a drain cleaner, never use caustic soda (also sold as lye, or identified as "sodium hydroxide" on consumer packaging) to open a drain. It will combine with the grease from soap or food waste to form an insoluble compound. To avoid stopped-up drains, never pour grease into a drain or toilet. "Washing soda" (identified as sodium carbonate), not baking soda (sodium bicarbonate), 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 tablespoons of washing soda and follow it with just enough hot water to wash it down the drain opening. Let it sit for fifteen minutes and run more hot water.

**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 incorrect installation, broken hoses, major overflows or leaks from a washing machine. Oakwood Homes is not responsible for damages caused by a washing machine.

## GARBAGE DISPOSAL

The garbage disposal in your new Oakwood home will be one of two 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 can grind up most food, the unit is not capable of eliminating grease and other substances one would not otherwise pour down a drain. For proper operation, turn on the cold water and then turn on the garbage disposal. Run the water to run 10–15 seconds after the disposal is shut off. Grinding ice cubes will help sharpen the blades and grinding the rinds of citrus fruit will help with cleaning the unit.

### 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.
- ▶ Avoid putting fruit pits and bones down the 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 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 sure it is off before using the wrench.*

**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 to four months. This attachment to the faucets adds air to the water to reduce splashing and water usage. It is your

responsibility to maintain and clean aerators annually.

- ▶ **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 sill cocks and turn the faucet off prior to temperatures falling below thirty-two degrees, the temperature at which water freezes. Failure to do so will cause damage to the frost-proof sill cock, as the frozen water in the hose will be forced back into the faucet as it expands. By state law, these frost-proof sill cocks 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.

### 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.

**i 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.

### FIBERGLASS TUBS AND SHOWER BASES

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

#### **HELPFUL TIPS : KEEP THEM LOOKING LIKE NEW**

- ▶ Avoid using abrasive cleaners that will scratch the surface.
- ▶ For normal cleaning, use warm water and liquid detergent, with a sponge, nylon, polyethylene or non-scratch cleaning pad.

**⚠ Warning:** The use of scouring pads, steel wool or scrapers, or 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.

- ▶ If your shower has glass, it is recommended that a squeegee should be used on the glass after every shower.

**Caulking around the tub must be maintained regularly.**

- ▶ Avoid dropping objects on fiberglass surfaces or striking the surfaces with sharp objects; chipping or cracking could result.
- ▶ 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 edges and replace as necessary, including at the floor.

### 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.
- ▶ **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.

**i Important Note:** *Oakwood Homes and its plumbing trade partner will not be responsible for stopped-up toilets.*

## 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-twenty 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 adjust 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 per 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. It is your responsibility to drain and flush your water heater annually to check its pressure-relief safety valve.

## HEATING ELEMENT

The heating elements in the water heater will require periodic cleaning or replacement. The frequency is determined in part by the quality of the water in your area. Refer to the manufacturer's recommendations and authorized plumber for cleaning and replacing the heating element.

## PRESSURE RELIEF VALVE

At least once each year, operate the pressure relief valve. Remember to stay away from the discharge line to avoid injury. Refer to the manufacturer for additional information.



## ROOF

The roof of your new Oakwood home consists of 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 roof slopes meet.
- ▶ Refrain from walking on the roof to avoid damage to the concrete tiles or the granules in your shingles.



## ROUGH CARPENTRY

Some floor and stair squeaks are unavoidable. Although Oakwood Homes does not generally warranty floor squeaks, a reasonable effort will be made to correct persistently loud squeaks that cover a large surface area.

## FLOOR DEFLECTION

Floors will deflect (bend) when walked on. This will be more noticeable next to hutches, bookcases, pianos, chairs and other heavy furniture. This is not a structural deficiency and Oakwood Homes will take no action for this occurrence.




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## 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 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:**

-  *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. **IT IS YOUR RESPONSIBILITY TO ENSURE YOUR SMOKE DETECTORS ARE WORKING CORRECTLY.** 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.*



## TILE

### CERAMIC TILE & 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

- ▶ Refer to the manufacturer's recommendations for cleaning.
- ▶ Be sure first to test any solution in a small area to be sure it won't etch your tile or erode.
- ▶ Dry shower walls after each use.
- ▶ Be sure to rinse well and follow the manufacturer's instructions.

### QUARRY TILE

- ▶ Refer to manufacturer's recommendations for cleaning.
- ▶ Even with routine maintenance you may expect a uniform darkening of the grout.

### 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. It is your responsibility to inspect the tile grout in wet areas of your home and touch-up as needed.

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.





## VENTILATION

### HOMEOWNER USE AND MAINTENANCE GUIDELINES

Homes today are built more tightly than ever. This saves energy dollars but creates a potential concern. Condensation, cooking odors, indoor pollutants, radon and carbon monoxide may all accumulate. We provide mechanical and passive methods for ventilating homes.

Your attention to ventilation is important to health and safety. Building codes require attic and crawl space vents to minimize accumulation of moisture.

#### ATTIC VENTS

Attic ventilation occurs through vents in ridge or top of the roof and the soffit (the underside of the overhangs). Driving rain or snow sometimes enters the attic through these vents. Do not cover them to prevent this.

#### DAILY HABITS

Your daily habits can help keep your home well ventilated:

- ▶ Do not cover or interfere in any way with the fresh air supply to your HVAC system.
- ▶ Develop the habit of running the hood fan when you are cooking.
- ▶ Turn on the bath fans when bathrooms are in use.
- ▶ Air your house by opening windows for a time when weather permits.

Proper ventilation will prevent excessive moisture from forming on the inside of the windows. This helps reduce cleaning chores considerably.

### OAKWOOD HOMES LIMITED WARRANTY GUIDELINES

Oakwood Homes warranty guidelines for active components (for example, exhaust fans) are discussed under the appropriate headings (such as electrical systems, heating system, etc.).



## VINYL FLOORING

### HOMEOWNER USE AND MAINTENANCE GUIDELINES

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. Do not wax the floors. Follow the manufacturer's recommendations for any additional cleaning or steps to protect the finish.
- ▶ Occasionally damp-mop the floors between cleanings. When floors are dull and cannot be refurbished by mopping, clean them thoroughly with a good detergent. Limit mopping with water; excessive amounts of water on resilient floors can penetrate seams causing the flooring to lift and curl.
- ▶ 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 inch by four foot by eight 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.

## 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.

### 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.*

### AIR INFILTRATION

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.

### SCRATCHES

Oakwood Homes confirms that all window glass is in acceptable condition prior to closing. Minor scratches on windows can result from delivery, handling and other construction activities. Oakwood Homes will replace any necessary components of the window if scratches are readily visible from four feet. Oakwood Homes does not replace windows that have scratches visible only under certain lighting conditions.



## WOOD TRIM

Like other organic materials, wood is affected by heat, cold and humidity. Therefore, it may contract or expand with weather changes. Thus, 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.

## EXTERIOR

Oakwood Homes will correct any separation at joints that allows water to enter the home. We will caulk and apply touch-up paint to cracks in exterior trim components that exceed industry tolerances. We provide this repair one time only near the end of the first year. Paint or stain touch-up may not match. Climatic conditions impact exterior paint, and finishes will fade and dull over time.

## RAISED GRAIN

Because of the effects of weather on natural wood, you should expect raised grain to develop. This is normal and not a defect in the wood or paint. Warranty coverage excludes this condition.

## WHAT IS NOT COVERED?

For the most part, those items not covered by the warranty are:

### ► Repairs or Alterations by Owner

Oakwood Homes is not responsible for repair of any part of your home, whether structural or not, which you (or someone you hired) have repaired, altered or attempted to repair.

### ► Ordinary Wear and Tear

The warranty does not cover damage due to ordinary use, wear and tear. This would include cuts, scratches, gouges or wear from foot traffic.

### ► Major Catastrophes

Major natural catastrophes (such as earthquakes, floods, tornadoes or hurricanes), other acts of God (such as hail, severe rainstorms, lightning or excessive winds) or war. The National Weather Bureau defines excessive wind as “wind gusts of 57 mph or greater accompanying a severe thunderstorm.” You may refer to your homeowner insurance company for coverage of damages from these causes.

### ► Lack of Normal Maintenance or Abuse

The warranty does not repair damage caused by improper home maintenance or abuse of your home.

### ► Weathering of Paint and Wood

Oakwood Homes cannot be responsible for the fading, cracking or peeling of original exterior paint caused by exposure to the elements. Since wood is porous, it shrinks as it dries, sometimes leaving minor cracks and other slight imperfections. Due to this natural characteristic, Oakwood Homes will not repair such items unless the condition is abnormal such that it would not meet industry structural standards.

### ► Hairline Cracks

After construction of a new home, there is a period of normal adjustment and settling that often results in hairline cracks in concrete, drywall, tile, grout and other rigid materials. Since

settling is normal and unavoidable, we will not repair hairline cracks in concrete, drywall, tile, grout and other rigid materials.

### ► Damage Caused by Water Beds, Pool Tables, Hot Tubs

The floor truss framing systems are NOT designed to accept the extra load placed by water beds, pool tables, hot tubs or other heavy items. Before installing these items to your home, you will need to check with the manufacturer and engineer regarding the loads imposed on your home by these items.

Oakwood Homes and the warranty does not cover any resulting damage caused by the addition of these or any other heavy items.

### ► Consequential and Incidental Damages

Oakwood Homes is not responsible for consequential or incidental damages caused by a defect, including bodily injury and/or damage to your belongings, personal property or improvements, inconvenience, temporary loss of use of items or home areas, lodging, meals or other personal expenses, unless required by applicable State laws.

### ► Cost of Moving Furniture or Personal Items

Oakwood Homes will not move or be responsible for the cost of moving furniture or personal items required for the completion of warranty repairs. This is a homeowner responsibility.

### ► Injury to Pets

This includes pets that may get loose while warranty work is being conducted where access is necessary through a gate or doorway, or injury to pets that are disturbed by activity, construction noise, debris or dust.

### ► Cleaning of Clothing, Furniture or Personal Items

It is the homeowner's responsibility to move or adequately cover and protect clothing, personal items prior to and during the warranty repair work. We are not responsible for any items not adequately protected that become dirty because of debris and dust caused by warranty repairs.



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# 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 Homes Homeowner Guidebook**

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Oakwood Homes Customer Care Department  
[customercare@OakwoodHomesCo.com](mailto:customercare@OakwoodHomesCo.com)

4908 Tower Road,  
Denver, CO 80249

Building **Happyness.**

