JORDAN POINT HOMEOWNER'S ASSOCIATION



HOMEOWNER'S MANUAL

While a great deal of care and attention has been taken to provide accurate and current information, the guidelines and suggestions in this book are subject to change without notice. Company policy, state and federal laws, building codes, and general practices, are subject to revision on a constant basis.

This manual has been published as a guide for the Hodorowski Homes, LLC. customers only. Information has been obtained through a variety of sources and counsel. All statements are true to the best of our knowledge and customers are encouraged to seek clarification if necessary.

The Hodorowski Homes, LLC. Homeowners Manual is respectfully dedicated to all the individuals and families who have entrusted Hodorowski Homes to build their dream home. We take sincere pride in every home we build, and we understand that without you, the customer, we would not be in business today. Thank you.

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I. Selecting Your New Home, Sales and the Building Process

Prior to signing a Purchase Agreement, a meeting will be scheduled between you and the Builder. The purpose of this meeting is to discuss what style home you would like to construct, any structural modifications you wish to make and their feasibility and the costs associated with those changes.

Contract Signing

Now that you have selected your model home, your Site Coordinator will construct the contract. All structural changes must be listed within (1) one week. A preliminary drawing of your home will be emailed to your for approval, then the final Blueprints will be ordered. If a structural change is made after the blueprint is complete and signed off on, there will be an automatic \$1,000 blueprint fee plus the cost of the change.

Home Site

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Your new home is sited on the lot by a Professional Engineer. Many factors are considered when siting a home such as:

Municipality requirements for set back and side yards

Soil conditions and topography

House style

Drainage

Easements

Driveway gradient

Curbing

Garage Floor Elevation

Local building departments require a detailed location plan or a plot plan. As the Builder we must follow that plan to insure that the home is situated correctly. Home setting is a critical issue and we have a responsibility to set your home professionally.

We will build your home either per plan or reverse plan. One is the mirror image of the other. The contour of the home site itself dictates which way the house is built.

This allows us to minimize the driveway slope and properly move water around the house.

In all matters pertaining to the home setting the Builder has sole discretion and responsibility. We will make every effort to set your home so that as many trees as are practical can be preserved for the sake of the environment and for your enjoyment.

Final Paperwork Selections (FPW)

The Final Paperwork selection allows you to choose the finishes for your home such as appliances, cabinets, countertops, siding, plumbing fixtures, flooring and the like. This process begins by you contacting and making appointments with our appliance and cabinet/countertop suppliers. Contact information will be provided to you by your Site Coordinator and Selections Coordinator.

Final Paperwork Selections (FPW) [Cont.]

You have (5) five days to review your Final Paperwork Selections after sign-off. Changes made after this review period will incur a \$350 administration fee plus any change associated with the change.

Appliances

The installation of Bullder-supplied appliances listed in your Standard Features in included in the price of your new home. If you choose to supply your own appliances, they will have to be installed after the closing, and it's the Buyer's responsibility to get all specifications to the Builder and cabinet supplier. Installation charges for special items such as ducted range hoods, down draft hoods, gas lines, etc., will be an additional charge.

Lighting

Hodorowski Homes supplies a standard package of lighting for your new home and options for upgraded packages. You may choose from any of the standard or upgraded packages to be installed with no extra charge to you for installation. Should you decide to supply your own lights, the Builder will supply and hang the standard light fixtures included with your home, and you may remove them after closing. Hodorowski Homes will not install customer-provided fixtures. Hodorowski Homes also offers ceiling fan options that will also be installed should you choose to purchase them. We will install customer provided ceiling fans.

Change Orders

In order to expedite the construction process, all materials are ordered and Work Orders distributed prior to commencement of construction. Changes after FPW can interrupt the production process and may delay the scheduled closing date. If a change is desired more than 5 days after FPW, the Builder must charge \$350 per Change Order for administrative costs. The work on a Change Order will not be completed without the customer's signature on it. All changes are on an if possible basis. Any changes from your Standard Features must be on a signed Change Order. Email or verbal approvals are not allowed to proceed with work. When additional work is added after target date, a completion letter is sent to you, it may possibly add additional time to construction.

Grading and Trees

All homes are graded and approved in accordance with local requirements. We grade a maximum of 15' to the sides of the home and 30' to the rear. The Builder has complete authority over what trees are removed for ease of construction. Every effort will be made to remove as few trees as possible in order to preserve the natural beauty of the neighborhood. Please note that no trees or shrubs either existing or new are warranted for any reason.

Proper grading is essential for correct drainage around your home. Unless otherwise specified, all lots are left rough graded using site material. In some cases, swales or mounding is necessary to achieve proper drainage. It is imperative that the established grade is maintained after you move into the home.

Construction Schedule

When you sign your Purchase Agreement, the Site Coordinator will refer to our long-range schedule and give you an approximate delivery date.

At the time of writing a contract, or shortly thereafter, you will be asked to complete your Final Paper Work (FPW). Final Paper Work consists of all the selections for your home, removal of any contingencies, other than a mortgage contingency, and receipt by the Builder of any deposit moneys due.

In conjunction with the FPW, our architect will draft a detailed blueprint of your home and our engineers will prepare the plot plan. You will receive a preliminary, email version of your house to review. After approval, we submit the blueprint and plot plan to the local building department to apply for a building permit. We have no control over the length of time it takes the local building department to issue a permit. The time frame varies from town to town and can average anywhere from one day to four weeks. Each house is on 'first come, first serve' basis, pending selections, structural changes and removal of contingencies.

Upon receipt of the permit your home is confirmed on a construction schedule. Construction time varies depending on the size of your home, the area of the region you are building in, and other circumstances such as weather. We will inform you of your Target Completion Date in writing once the schedule is set; this usually occurs prior to the framing (or Mechanical) walk-through. Delivery date is subject to change due to variables such as weather and material availability. We strongly suggest that you always allow yourself some flexibility with regard to the date that you have to be out of your current residence. DO NOT lock into a mortgage until you receive Target Completion Letter. Your Site Coordinator will keep you up to date on the progress of your home. Allow a minimum of two weeks beyond the Target Date for anything outside of Hodorowski Homes' control (i.e. bank inspection, attorney coordination, etc.)

Because you cannot move into your new home until after final settlement, we do not recommend establishing a firm moving date until the closing has been scheduled. No furnishings are allowed in the house until after the closing has occurred. The Builder's insurance will not cover your goods.

Substitutions

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Because we continually evaluate our home plans for improvement and are required to make changes in accordance with governmental building code requirements, material substitutions may be necessary.

On occasion, certain materials may not always be available due to circumstances beyond our control. Tile, countertops, vanity coverings, paint, electrical fixtures, or other items selected may become unavailable at any given time. There are also times when there is a variation in color or composition from one tile or paint lot, etc. to another of the same series. Variations are a characteristic common to production items and cannot be controlled. Because of our desire to avoid delay in completion of your new home, we may be forced to make minor substitutions. Major substitutions such as floor tile, siding color, etc., will not be made without notification. In all cases substituted materials will be of equal or better quality than the original selection.

The Role of the Site Coordinator

Because there are so many details involved in the construction of a new home, we understand that it is impossible for us to answer them all at the outset. If you have any questions during the construction process, please refer them to your Site Coordinator who meets with the Builder and Site Supervisor each week to discuss your home. At this time, he/she will get appropriate answers to your questions and discuss them with you.

Barring the Selections Process, please refrain from discussing the construction of your home with anyone on the Hodorowski Homes team other than your Site Coordinator. To avoid miscommunication, do not discuss issues with field personnel, or office staff. Your Site Coordinator's primary function is to serve as a liaison between you and the Builder.

Field personnel will not proceed with any changes unless they receive authorization in the form of a signed Change Order, from the office. They will direct you back to the Site Coordinator.

Site Visits, Lot, Foundation and Framing Inspections

If you wish to visit your home, please do so by contacting your Site Coordinator. For your own safety you will be restricted from the site during normal working hours, 7:00am to 5:00pm. Prior to construction will be your first on site meeting with our Site Supervisor and Site Coordinator. At this time your new home will be staked out and you will be able to see the placement of the home. Also at this time, you will be signing off on your Final Blueprints. Once the foundation of your house is in and backfilled we will meet for our second field meeting to explain grading and seeding. The third field meeting is the rough Framing Walk-through or Mechanical Walk. At this third meeting you will have the opportunity to see how your home is constructed, prior to being dry walled. Any technical concerns will be addressed at this time. Please note that homes under construction contain many potential hazards and are not suitable for children. Each house is posted 'Private Property', and any unauthorized visits are considered trespassing. Know that any unsupervised visitation onsite will be in violation of this contract and will cause construction to cease.

Pre-Closing Inspection

During all the steps previously mentioned and up through the completion of your new home, your Site Supervisor is constantly inspecting the construction of your home. Furthermore, the local building department performs a strict series of inspections to insure that all applicable codes are adhered to.

Before taking possession of your home, you will be asked to meet with the Site Supervisor responsible for your home. The purpose of this meeting is to familiarize you with the operation of all equipment, to review homeowner maintenance, and to make a pre-closing inspection of you new home. This is covered more thoroughly in Section II.

Closing

You will be given possession of your new home following a full settlement, including the transfer of all funds. The closing usually takes place at the office of the attorney representing the lender. Please be advised that the Builder does not have control over scheduling.

Closing [Cont.]

At closing, you will also receive information on all applicable product warranty information, as well as a copy of the Final Survey and Certificate of Occupancy.

Utility Obligations

All utilities must be removed from the Builder's name as of the date of closing. The phone numbers of each company will be provided to you at closing. Any charges incurred after the closing date will be forwarded to the homeowner for payment.

II. Homeowner Orientation

Inspecting your New Home

The final inspection and orientation of your home is one of the most important and exciting phases of your new construction experience. Keeping this in mind, we offer a few suggestions to help you make the most of our three part final inspection process.

During the final orientation, which will be conducted by your Site Supervisor and Site Coordinator, we will cover the following areas:

- 1. Operation of all Equipment
- 2. New Home Maintenance
- 3. Pre-closing Inspection
- 4. Closing Invoice

It is suggested that you set aside a minimum of two hours for the orientation and inspection. Furthermore, *only the primary purchasers* should attend the final orientation in order to allow yourselves ideal circumstances with which to listen, learn, inspect, and ask questions.

It is recommended that you carefully read the following five pages:

- 1. Buyer Orientation
- 2. 60-Day Complimentary Service Visit
- 3. Hydro-Seed Starter Lawn Agreement
- 4. Asphalt Binder Driveway

At the end of the final orientation you will be asked to sign an instructional form similar to the sample attached. The purpose of the sign-off is to insure that you have carefully inspected the home and are satisfied with it's final condition. Any items in need of repair or replacement will be noted on a separate inspection sheet; a copy of which you will receive at the completion of the final orientation.

If there are items listed on the inspection sheet, you will be asked to do a quick re-walk in order to confirm that all items listed for correction are complete, (this is not to re-walk the entire house, but to verify that outstanding items have been completed). Upon completion of the re-walk, you will be asked to sign off on the remaining items completed. If, at this point any back order items remain, scheduling arrangements will be made with the Site Supervisor to accommodate access to the home, if necessary, in order to complete the items at the earliest possible convenience.

Our goal is to complete all inspection items prior to closing. Sometimes circumstances such as back ordered items or scheduling prevent us from achieving this goal. If we do not complete your items prior to closing, your list will be tracked by the Service Coordinator from the main office to insure timely completion.

Any 'weather dependent' items will be placed on a separate 'Spring Back-Order List'.' Weather permitting; we aim to have all 'Spring Back-Order' items completed by June 30th. An unseasonably wet Spring may result in pushing this date back accordingly. We will finish these items on a per house basis, starting from the oldest closing, to most recent.



Buyer Orientation Program

Before taking possession of your home you will be given a thorough inspection and complete orientation of your new home. The purpose is to familiarize you with the orientation of all equipment, review owner maintenance responsibilities, and to make a pre-closing inspection. Any items that are not up to our standards of quality and workmanship will be listed for correction on a separate 'Closing Inspection List'.

Please inspect your home carefully for scratches, chips, stains, or other flaws, as any items not noted will not be repaired or replaced after final settlement. Hodorowski Homes has provided you with a detailed list of inspection items please follow it carefully, so that you do not overlook any items in the home. If you have any questions during the orientation please do not hesitate to ask the Site Supervisor; it is our pleasure and purpose to provide you with as much time as you need, and to answer all your questions thoroughly.

	Home Owner	r Check List	
Bathroom Accessories		Plumbing fixtures	_
Kitchen Counter top		Hardwood floors	
Kitchen cabinets		Carpeting	
Light fixtures	_	Vinyl floors	_
Appliances	-	Interior woodwork/columns, etc.	_
Garbage disposal	-	Fireplace	
Master bath vanity top, cabinet, sink		Exterior siding and shutters	
Main bath vanity top, cabinet, sink		Architectural shingles	
Shower and tub units		Windows and screens	
Pedestal sinks		Stairs & railings	
Half bath & sink vanity top		Final grade	
Toilets & sinks		Landscaping	
Ceramic Tile		Seeding	
Grout & caulking		Interior and exterior doors/hardware	
Shelving		Concrete walkway	
Brick/stone veneer	=	Brick Pavers (where applicable)	
General painting		Driveway	-
I agree that with the exception of any it and acceptable condition.	ems noted an the C	Closing Inspection List, all of the items listed an	e in good
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Builder			

Hodorowski Homes, LLC Definition of a Change Order

Due to the volume of homes that Hodorowski Homes builds, any changes from our Standard Features must be documented on a Change Order form and signed by you and the Builder prior to the work being completed. Any Change Order not returned or not signed will be considered void and the home will be built as per the original specifications. All Change Orders should be written through your Sales Representative or Selections Coordinator. We welcome any changes that you wish to make to your new home, however be sure that it is on a CHANGE ORDER or the work will NOT be completed.

By signing, you understand the above:	
Name	Date
lame	Date

Hodorowski Homes, LLC Site Construction Safety Policy

Customer			-
Site	Lot	Address	

Dear Customer;

- Due to personal safety and liability concerns customers may not visit any home under construction between the hours of 7 AM and 5 PM, Monday - Friday, or unaccompanied by the Builders' Site Coordinator. When onsite unaccompanied by Builder's Site Coordinator you, the customer are not covered by our Insurance Policy.
- To visit your home, during construction please make arrangements with your Site
 Coordinator so they can accompany you. Arrangements must be made during non-open
 house hours. No customer is allowed to visit a home until it is deemed safe by the
 Builder and you are accompanied by a Builder's Site Coordinator. All stairs and railings
 must be installed, the roof on, and construction debris cleared.
- 3. Hodorowski Homes, LLC Site Coordinator is qualified as a Sales Coordinator, ONLY.
 - The Hodorowski Homes Site Supervisors' jobs are to build homes, maintain sites and meet our build schedules. Their employment contract prohibits direct contact with customers except at scheduled meetings when a Hodorowski Homes' Site Coordinator is present.
 - No change to the home will be performed by a Hodorowski Homes' Site Supervisor unless he/she has a fully executed Change Order given to them from the Hodorowski Homes home office.
 - To not adhere to this policy is a breech of contract; and Hodorowski Homes, LLC will immediately halt further construction until the policy is adhered to and, if necessary, will consider taking legal action. We thank you in advance for adhering to this policy.

By signing below you are saying that you understand this policy and will adhere to it.

By		/ /
	HOMEOWNER	
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	HOMEOWNER	

FOR YOUR SAFETY THERE ARE NO EXCEPTIONS TO THIS POLICY

Hodorowski Homes, LLC Lawn Care and Maintenance

Your new lawn is a starter lawn and will require regular maintenance. After final settlement we will not be responsible for seeing that this work is done. Your regular care will be required to insure livelihood.

The Builder does not warranty against wash outs, high winds or other "Acts of God" that may affect the success of your new lawn. If conditions occur that adversely affect your lawn success, we recommend that you hand-seed the affected areas with a rye seed.

Growing Tips

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- Watering: Frequent sprinkling at first is more important than heavy soaking. Daily
 watering during the evening hours is best to prevent the lawn from getting dry. Continue
 watering after the lawn is up and throughout dry periods.
- Feeding: Your lawn will not grow and thicken unless you fertilize. As soon as the lawn is long enough to mow (3") you should fertilize it with a quality turf fertilizer each month during the lawn's first year. We recommend you fertilize in April, June, August and late October.
- Mowing: Mow your lawn weekly to a height of 2 inches minimum (3 inches during hot, dry weather). Begin mowing when grass is at least 3 inches high. Be sure that your mower blade is sharp so that the grass is cut and not torn.
- Landscaping: First 2-weeks, water every morning. (Trees: 5 gallons; Shrubs: 1-2 gallons);
 Extreme heat: Repeat step after sunsets; Third and fourth weeks: 3-4 times weekly

Hodorowski Homes, LLC Driveways, Walkways and Concrete

Minor cracks are a normal and unavoidable condition of concrete and primarily occur during the concrete's curing process. If cracks are of a serious nature, greater than '%' in width or heaving occurs, then a representative of the Builder will inspect the situation. There are several things that you should do to care for your home's driveway, walkway, and concrete.

- Salt and other de-icing chemicals cause pitting of concrete surfaces. Although you may
 not use them directly, they can be tracked onto the surface by outside conditions. To
 protect concrete we recommend a concrete sealant available at local home stores and
 sweeping snow and water off your garage floor and walkways. The Builder cannot
 assume responsibility for pitting caused by these conditions.
- For asphalt driveways and walkways: We suggest that you apply a driveway sealer to help improve durability and appearance. Some settling may occur at the opening of the garage and edges of your driveway.
- Gravel driveways: We will not refill for settlement or tire track ruts. If this condition
 occurs, we suggest that you redistribute the gravel from other areas of your driveway
 until a paved driveway is installed. Settling of gravel driveways can be expected.
- Brick paver walkways: Settling of brick pavers is not covered by the Builder's warranty.
 To correct settling simply reset pavers using masonry or sea-sand.

Note: If your driveway, walkway, final grade, lawn or landscaping, is not presently installed, you must still sign off acknowledging the terms and conditions. If, after installation, you notice a problem please notify us within 48 hrs. Homeowners are fully responsible for maintenance after final settlement.

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Hodorowski Homes, LLC Asphalt Binder Driveway

Site	Lot	_Address
Dear Customer;		
		lled asphalt binder coat driveway as part of your Stand ould like to take this opportunity to review the paving
in having a quality d construction there is trenches, etc. This is	riveway that will l always the possi why we have dec	oosing the right one is ultimately the most important ast as long as possible. Unfortunately, with new bility of settlement, unstable ground conditions, utility cided to use a durable asphalt course, known as a type smooth as any other driveway, (little ones will still be a
to roller blade on it. to have a top course 5 years before instal road (which will hap a solid two course par roads throughout yo	installed. This is ling the top cours pen with new cor aving job that will our development in the time that most	ser look. Some will feel that the binder eventually nee true, but you can leave your driveway binder for 2, 3, i.e. When the driveway settles or starts to break up at instruction) you can simply put the top course on, and I last for 15-20 years. Another thing to consider is that may still need to be topped once the development is homeowners choose to have their driveways topped,
to roller blade on it. to have a top course 5 years before instal road (which will hap a solid two course peroads throughout yo completed. This is the when the roads appears for asphalt driveway	installed. This is ling the top cours pen with new cor aving job that will our development in time that most ear new and black as and walkways, and appearance. S	ser look. Some will feel that the binder eventually nee true, but you can leave your driveway binder for 2, 3, i.e. When the driveway settles or starts to break up at instruction) you can simply put the top course on, and I last for 15-20 years. Another thing to consider is that may still need to be topped once the development is homeowners choose to have their driveways topped,

THERE ARE NO EXCEPTIONS TO THIS POLICY

HOMEOWNER

Hodorowski Homes, LLC Hydro-Seed Starter Lawn Agreement

Dear Customer;

You will receive a professionally installed hydro-seed starter lawn as part of your Standard Features with all of the required ingredients for a good quality and long lasting lawn. However, we must remind you that a healthy lawn does not happen by itself. In getting, the new lawn properly started "Mother Nature" is not always cooperative. The most critical time in the life of a new lawn is the first 5 weeks, called the "germination period."

Our planting season runs from approximately April 15 to November 15, weather permitting. Because your bank may require an escrow if we do not install your lawn before final settlement we will often install lawns during many different types of weather conditions. We recommend, because the weather is unpredictable, you purchase straw from a local nursery, to install over the hydro-seed to help avoid the seed from washing out.

To help you further understand our policy regarding lawns it is helpful to know how the policy was established. Our policy is based on the guidelines prescribed by the New York State Mandated Limited Warranty, paragraph 6(e).

Lawns: The total care and maintenance of a starter lawn is the sole responsibility of the homeowner. The Builder does not guarantee any aspect of a hydro-seed starter lawn. This includes, but is not limited to seeding, washouts from rain, gutters, or roofs, settling of the ground, wind, wind driven water, or any "Act of God" that adversely affects your starter lawn. Because the weather cannot be predicted with certainty, we do not warrant the time and day of installation. Our installer is conscious of weather forecast and will use judgment when installing but there is also no warranty associated with the timing of the lawn installation.

Hodorowski Homes, LLC provides you with this information as a service so that you can prepare yourself for the homeowner maintenance associated with a starter lawn.

I hereby acknowledge that I have read and fully understand the hydro-seed lawn warranty and maintenance information provided by Hodorowski Homes, LLC, and understand that this is a binding document.

By			
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	HOMEOWNER		

THERE ARE NO EXCEPTIONS TO THIS POLICY

Hodorowski Homes, LLC Lawn Watering Instructions

After your lawn has been hydro-seeded, wait 24-hours before you follow the following instructions:

First Week: Two times a day for fifteen to twenty- five minutes each time.

Second Week: Two times a day for twenty to forty minutes each time.

Third Week: Once a day for forty-five minutes.

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Fourth Week: The grass should be growing. Maintain watering the new seedling for forty-five minutes every other day depending on the weather.

Fifth Week: Your new lawn should need mowing and fertilizer.

Hodorowski Homes, LLC 6-Month Service Visit

WHAT IS COVERED

The primary purpose of the complimentary, one time, service visit is to inspect and/or repair any warranty defects. The visit is not an opportunity to develop a second *punch list*, instead, it provides a convenient time to service warranty items. Our Service Coordinator, in accordance with the limited warranty and the guidelines set forth in the Hodorowski Homes, LLC Handbook will review your list. If an item is not covered, or requires the service of a subcontractor, you will be notified in writing after the service call.

PLEASE BE AWARE THIS IS A COMPLEMENTARY VISIT THEREFORE, HODOROWSKI HOMES, LLC WILL USE THEIR DISCRETION IN COMPLETING NON-WARRANTY ITEMS.

WHAT WORK IS DONE

DRYWALL: repair nail pops and sheetrock cracks (no painting of repairs).

PAINTING: None

INSPECT: all items on the service request list.

REPAIR: legitimate warranty items.

SUB CONTRACTOR SERVICES

If, during the warranty period, you require the service of a sub contractor, please do not hesitate to contact them directly, using the list below. If you require assistance scheduling a particular sub contractor, please let us know and we at Hodorowski Homes will be happy to assist you.

SCHEDULING

Upon receiving your service list our Service Coordinator will contact you for scheduling a convenient day to come to your home.

PREPARING FOR OUR VISIT

- Mark any sheetrock cracks or nail pops with a "post it" note. We can only repair those that are clearly marked because some blemishes are only visible during certain light.
- 2. Please remove any fragile or personal items from the work areas.
- Please make sure an adult is present who is authorized to sign our work orders.

WARRANTY SERVICE

Now that you are moved into your new home, the Builder's Limited Warranty will go into effect. If you require warranty service please follow the process outlined below, (see Limited Warranty and Hodorowski Homes Handbook for more details that are specific).

SUMMARY

- Written notice is required for all warranty claims; they can be mailed, emailed or faxed.
- 2. Upon receipt of your claim, an inspection or repair service will be scheduled.
- After an inspection, service work will be coordinated, or a letter sent explaining a warranty denial based on the limited warranty.
- Only EMERGENCY situations will be handled over the phone and must be followed by a written warranty claim.
- It is required that an adult be present when we arrive and that they have the authority to sign our service order acknowledging that the work was performed satisfactorily.

SUMMARY [Cont.]

6. Service request items should be compiled one time onto your 6-month service visit list. This is a onetime visit to address warranty and minor non-warranty items. After the 6-month visit should a warranty issue arise please submit the claim on the notice warranty claim form. Please note that we will only return to your house at the 6 month time – if you submit a claim after 6 months we will not return to repair any items except warranty items.

An EMERGENCY would constitute severe plumbing problems, loss of heat during extreme cold weather, hazardous electrical conditions, severe roof leaks, or any problems that endangers the Occupant's safety.

WHY CAN'T I SIMPLY CALL

It has been our experience that when a claim is mailed, emailed or faxed we can respond more quickly and professionally to your needs. Too often valuable time is lost exchanging messages and verbal descriptions can be incomplete. Email allows for photos to be sent, offering a great way to communicate and document any issues you may be having. Furthermore, it allows us the opportunity to thoroughly review your home's history and better prepare for the service visit.

SCHEDULING

- 1. The Service Coordinator will call you to schedule an inspection or service visit.
- 2. If a follow up service call is needed based on an inspection the Service Coordinator will contact you.
- If parts are needed we will order then re-schedule.
- 4. You will always be kept updated on work orders.

FOR WARRANTY SERVICE PLEASE CONTACT THE APPROPRIATE PROFESSIONAL

SE	RVICE	PROVIDER	PHONE
	HVAC	APPOLO ALBANY MECHANICAL	355-0433 273-5541
٠	PLUMBING	A&T PLUMBING D.S.DIGESARE PLUMBING	399-7768 356-3510
•	ELECTRICAL	GLOBAL ELECTRIC	459-3972
٠	CABINETS/VANITIES	BUILDERS KITCHENS BELLEVUE BUILDERS	438-0323 337-6988
•	GRANITE TOPS	ALBANY TILE AND MARBLE	489-8989
•	CARPET/VINYL	DAVID LOUIS FLOORING	370-0243
	CERAMIC TILE	HUDSON VALLEY TILE	489-8989
•	HARDWOOD	DAVID LOUIS	370-0243
•	SECURITY SYSTEMS & CENTRAL VACUUM	TOTAL CONTROL OF THE PARTY OF T	272-2007
CL	JSTOMER SIGNATU	RE	DATE
CI	STOMER SIGNATU	RF A W	DATE

III. Welcome to Your New Home

Congratulations! Now that your Home Orientation and Inspection are complete and you are ready to move in, your New Home Limited Warranty will go into effect after final settlement.

To best service you and to provide you with a lifetime of comfortable living, Hodorowski Homes has carefully constructed your new home using only high-quality materials and the latest in construction technology. However, to keep your home in excellent condition some periodic maintenance is necessary.

To keep your home feeling and looking like new we offer all of our customers unparalleled warranty service.

Warranty Service

If, during the time of your <u>New Home Limited Warranty</u>, service is needed please follow the request process outlined:

- 1. Written notice must be submitted to our office in writing, either via mail, fax, or email.
- Only EMERGENCY situations will be handled over the phone followed by a written warranty claim. (See next paragraph for definition of emergency.)
- Upon receipt, an inspection will be scheduled. All non-emergency service issues are reviewed on a weekly basis, not daily as they are received.
- After the inspection, service work will be scheduled or a letter explaining service denial based on the terms of the <u>New Home Limited Warranty</u>.
- It is required that an adult be home when we arrive. The person present must also have authority to sign our work order acknowledging that we were present and work was performed.

Emergencies

An Emergency would include <u>severe</u> plumbing problems, <u>loss of heat</u> during cold weather, hazardous electrical problems, or any problem that endanger the occupants. We require written documentation in order to best protect the Homeowner's rights and Builder's interest in providing timely and efficient service.

It is also suggested that you directly contact the proper supplier or subcontractor from the list you received at closing. The suppliers and subcontractors listed will be responsible for their own service and will reliably schedule with you.

IV. Homeowner Maintenance

Air Conditioning Systems

We recommend regular maintenance as outlined in the instruction manual and warranty packet. It is very important to keep your air filter clean and have your system checked annually by a professional. (See your instruction manual for the recommended frequency of this care.) The registers and ducts in your home regulate the control of air flow in the home and maintain the desired temperature.

Appliances

Your new electric or gas appliances are accompanied by instruction booklets and other pertinent papers. Please read all literature thoroughly, and return all forms to appliance manufacturer for proper warranty registration. If an electric appliance should fail to operate, first check to see if it is plugged in before calling for repair. If it is separately wired, then check to see if the circuit breaker is on. If a gas appliance fails to work, first check the pilot light to see if it is lit. If you suspect a gas leak, turn off the main gas valve, and call the gas company immediately. Warning: Do not light a match or cigarette near a suspected gas leak.

Bathtubs, Ceramic Tile, Sinks, and Showers

These items require the most diligent homeowner maintenance because they are in high traffic areas of the home. A separation between the tub and wall tile and/or sheet rock, or cracking of grout and/or caulking is normal. Also, the joint between the flooring and the tub/shower unit will require regular maintenance. Separation occurs because of excessive moisture and natural shrinkage in these areas, as well as from the natural weight of the water and the bather. To maintain, simply remove the old joint sealant, and fill with a commercial grouting or caulk of the same color.

Tip - Fill tub before applying new grout or caulk.

- To maintain, use only recommended household cleaning products. Never use an abrasive agent.
- To prolong the life of your ceramic tile it is highly recommended that you apply a commercially available grout sealer approximately two months after moving in.

Cabinets

Cabinets should never be cleaned using a harsh or abrasive cleaner. Wood cabinets may be cleaned as any other wood furniture unless they are plastic coated. Keep closed when not in use. If a hinge becomes loose simply tighten screw(s) as necessary.

Concrete Floors

One of the characteristics of concrete is that it will expand and contract due to changing temperature conditions causing minimal, superficial cracks to form. A method for eliminating this condition has yet to be discovered, however, cracks do not pose a threat to the structural integrity of your floor.

Concrete Floors [Cont.]

When cracks are visible it is best to leave them alone because attempts to fill them with a caulking compound to stop expansion will prove futile. Constant expansion and contraction will only force the material out. If a crack occurs that appears to be heaving, then a Builder representative will inspect.

Because of the nature of concrete, some minor low spots may occur on your floor. Due to low spots some water may accumulate and require you to sweep the water away. It is recommended that you keep garage floors clean of debris like road salt, oil, and other elements which can damage the surface.

Color variation is also a normal characteristic of concrete; the concrete will become more uniform with age.

It is also possible that water can accumulate on basement floors due to condensation and humidity. Please be careful about what you store directly on the floor.

Condensation and Humidity

Condensation is at its maximum in a new home due to the large volume of water used in the concrete, and moisture present in the lumber. Proper ventilation will help to reduce condensation and allow normal shrinkage. Condensation takes place wherever warm moist air, inside the house, comes into contact with a colder surface such as basement walls, windows, or pipes in the basement. If you notice condensation occurring you should increase the use of ventilation mechanisms. Turn on exhaust fans including the stove fan and open windows slightly. Do not try to speed up the process. This will increase shrinkage and cause nail pops or twisted lumber. High condensation levels may give the appearance of water seeping through basement walls. This is usually not an indication of a leak.

If excessive humidity develops, use of a dehumidifier in the summer can help minimize this condition, as will ventilation fans and/or oscillating fans.

Circuit Breakers and Electrical Box

Circuit breakers protect the electrical wiring and equipment in your home from overloading. The wiring in your home meets strict local and Federal codes. Electrical power enters the home through the circuit breaker box located in the basement. Your house has a Master circuit breaker and when it is *tripped*, the electricity to the whole house is cut off. If this occurs, you should locate the master circuit breaker on the circuit box, and fully turn it **OFF** then **ON**.

If an outlet is overloaded and the circuit loses power, you should locate it on the circuit box and fully turn it OFF then ON to reset.

Countertops

Granite (natural stone)

Granite, limestone, travertine, and marble countertops and made from natural rock. These countertops vary in color and veining. Stone countertops can be scratched. Grainy materials, such as sand and abrasive cleaners, wear down the finish. Improper maintenance will also compromise the look and longevity of your countertops.

Countertops [Cont.]

Stone countertops absorb stains in as little as one minute. To clean and protect granite: remove hard water minerals with a mild ammonia solution of 1 tbsp. to 1 quart of water. Also, commercial cultured marble cleaning and protecting products are available. Be sure to wipe up spills immediately, and clean the surface with a few drops of neutral cleaner or stone soap and warm water after each use. Additionally, it is recommended that you have your stone countertops sealed to prevent staining.

Laminate or Cultured Marble

Your countertop is generally heat and stain resistant under proper care and normal usage. To protect: never place hot pans, dishes, etc. taken directly from an oven, broiler, or burner directly on top. Also, do not cut directly on the countertop because a knife can cause nicks or scratches. To best protect against swelling of seams or warpage do not let water or spills stand. Wipe up immediately. Countertops can be cleaned with commercially available products.

Decks and Pressure Treated Lumber

To protect against the elements and moisture, all exposed pressure treated lumber should have a coat of water repellent and preservative applied. Follow the manufacturers recommendations for application and treatment. Over time boards may warp, causing a nail to pop up. Replace the board if needed.

Doors

Wood - Interior

Sticking is the most common problem with doors, especially in humid conditions. If sticking occurs during damp weather, fold sandpaper around a wooden block and sand the edge that binds. Remember to always paint or varnish the areas that have been sanded or planed. Paint and varnish protect the wood from moisture and will help prevent future problems. If the screws or hinges are loose simply tighten them.

Warping is also the result of excessive moisture. To correct warping, keep the door shut for several days. If the door continues to be warped, a Builder representative will inspect.

Fiberglass or Metal - Exterior

Your home has been provided with an insulated exterior door. To maintain your door's appearance be careful not to dent it. Exterior doors need to be shut soundly to take advantage of maximum efficiency provided by the heavy duty weather stripping. If door is drafty or not shutting properly, simply adjust the threshold with a Phillips head screw driver. If your door is painted a dark color, it will require greater maintenance to keep the color's integrity. We suggest painting it every 2-4 years as sun and weather will fade the paint.

Weather-stripping

Weather stripping protects your home from losing valuable heat or conditioned air. If plastic or rubber weather-stripping becomes loose it can normally be re-glued using a water-resistant household glue. Do not use cyan acrylic (super) glue. If metal stripping becomes loose, simply bend it into place using pliers and a nail to reset.

Weather-stripping [Cont.]

Painting doors every 2-4 years will also help to increase their life span. Varnishing may need to be done every 2-4 years, depending on lifestyle.

Sliding Glass Doors

Remember to keep the tracks and drain holes of all sliding doors clear of debris. If a sliding door sticks, usually all that is necessary is an application of a silicone spray.

Garage Doors

Moving parts should be oiled once every 3 months and the screw and hinges tightened and adjusted periodically. If the garage door does not seal properly, we will adjust it once during the first year. Please note that the seal on the bottom of the door is not designed to be water tight. If water seeps under the door, it is recommended that you sweep it out as needed.

Drains and Plumbing Fixtures

Drains are obviously the place where most clogging will occur. If a clog develops, it is best to first attempt to remove it using a rubber cupped plunger. Work the plunger consistently 10-20 times up and down to build up pressure in the pipe. Do not sporadically plunge. When working on a double sink be sure to close the other drain. If plunging does not work, purchase or rent a plumber's snake from a hardware store. Turn the handle of the snake the same direction when removing as you did when inserting. If these attempts fail, contact a plumber. If a clog occurs after the first 30-days, the Builder will usually not cover the cost of this service visit. It must be assumed that the problem resulted from Homeowner use.

Toilets can be handled in basically the same way as drains. Always avoid flushing foreign objects.

To help prolong the life of your plumbing fixtures, follow the maintenance and prevention tips provided:

- Adding washing soda (not baking soda) to the drain on a regular basis will help keep it free of grease. Run hot water through the drain, add 3 tablespoons, and wash it down with just enough hot water. Let stand for 15 minutes and run more hot water.
- 2. Do not let food wastes sit in sink,
- 3. Do not use bathtubs or sinks to hold paint cans, trash, tools, etc.
- Do not step into tubs with shoes on, the grit and particles on the bottom can cause scratches.
- Never pour grease down drains, or let hair accumulate in sinks and drains. This is the leading cause of clogs.

Frozen Pipes

To prevent pipes from freezing, never leave a house unheated during cold weather. If a pipe should freeze, proper defrosting may prevent damage. The pipe must be thawed slowly so that steam does not develop, which could cause the pipe to burst. A frozen pipe is most likely located on an outside wall and exposed to extreme winter winds. First, open all faucets connected to the line so that steam can escape, if any forms.

Frozen Pipes [Cont.]

Begin the thaw at the frozen point nearest the faucet. A heat lamp set 6" from the pipe or hair dryer is suitable for defrosting exposed pipes. The air from the hair dryer should be directed parallel to the pipe, not directed at it. As the pipe thaws move the source of heat toward the frozen area.

If a sink trap is involved, boiling water poured into the drain will usually solve the problem. If a large amount of pipe is involved, or if the pipe is not accessible, call a plumber.

Always keep garage door shut in the winter.

Driveways (Asphalt)

Asphalt binder coated driveways should be sealed during the first warm weather that you are in your home to protect its surface and every 1-2 years after that. Occasionally, driveways will settle against the entrance to the garage or along the edges. If settling occurs at the entrance to the garage, greater than two inches, during the first year, the Builder will patch-repair, the area in question. Due to natural settlement some low spots may develop. If this happens simply sweep the water from the areas. If you spill oil, gasoline, or other similar substances on your driveway, immediately wash off using sudsy water. Also, do not let sharp objects such as chair legs, or bicycle stands, rest on hot asphalt because they can cause holes to form in it.

Drywall (Sheetrock)

Drywall is used to cover the interior walls of your home and provide an insulation factor. Due to the settlement of your home, as well as the natural shrinkage that occurs, a home will eventually develop sheet rock cracks and nail pops. The drywall used is very resilient to damage and can be easily repaired using a spackling compound. Paint is difficult to match because of time, fading from sunlight, cigarette smoke, and application process. Because paint is difficult to match and cracks and nall pops are of a superficial nature, it is best to leave them until it is time to repaint or redecorate. Nail pops will not affect the structural integrity of the wall itself.

Fill

We will provide additional fill, one time during the first year, to fill any settlement spots around the foundation or utilities only. Fill will be delivered curbside and it will be the responsibility of the Homeowner to fill the areas in question. We will not provide any additional hydro-seeding in these areas.

Fireplaces

Direct Vent Gas and Electric Fireplaces

Fireplaces add beauty and warmth to your home if you use them safely. Conduct a check-up twice a year or after an extended period of disuse. Never burn wood in a gas or electric fireplace. Call a licensed contractor if you see arcing, or call the gas company if you smell gas. . Don't use the fireplace until after it's been repaired.

Wood Burning Fireplace

When using your fireplace, it is recommended that an iron or steel grate be used under burning logs. Always check to make sure the screen or glass is operating correctly, and most importantly that the flue is open. To insure that your fireplace is working correctly, ignite a piece of newspaper on the grate and make sure the smoke is being carried upward. Prior to using your fireplace for the first time, read the manufactures instructions. To avoid cracking the tiles from "shock", make your first fires small and gradually increase the intensity with subsequent use. Remember to always build fires on the grate and to periodically have your chimney cleaned by a professional.

Flooring

Hardwood

Since wood is a living product, it will contract and expand with weather changes. You can expect the floors to expand when the relative humidity rises and contract as humidity decreases. Floors will have spaces between the boards in the winter - this is normal. To keep expansion and contraction to a minimum, the relative humidity in the home should be maintained at 45%-55% all year long, this may require the addition of a humidifier.

Daily Care

Dry mop or vacuum. Spills should be cleaned up immediately with a damp (not wet) mop. Dry the floor to collect excess water.

To clean, use either commercially available products or a solution of water and Windex. Do not use vinegar.

Annual Care

For lasting beauty of a 'sand and finish' hardwood floor, it will be necessary to lightly sand and wax your floors. Depending on lifestyle this may not need to be done annually. It is suggested that you use a *spirit* wax, either liquid or paste, and follow the manufacturer's instructions.

Carpet

The most important step in carpet maintenance is vacuuming thoroughly and frequently.

Spot and Spill Removal Techniques

- A solution of a mild liquid detergent (1/4 teaspoon to 32 ounces of water). A clear liquid such as Dawn, Joy, or clear lyory is recommended.
- 2. A solution of 1 part white vinegar to 1 part water.
- 3. White cloths or white paper towels.
- Spot remover specifically for grease, oil, or tar, such as Carbon or Energine.

For more information, refer to the CARPETCARE brochure included with your closing packet.

Resilient Flooring

Resilient floors include linoleum, vinyl, rubber, and asphalt. We have chosen these materials for aesthetic reasons as well as for their durability.

Resilient Flooring [Cont.]

It is important to follow the manufacturers cleaning instructions. In most cases, however, sweeping and mopping will be all that is necessary.

Expansion and contraction of underlayment, or sub flooring, can cause grout to become loose between ceramic tiles, as well as nail pops or 'ridging' of resilient floors. Your underlayment/sub floors have been carefully screwed down to minimize this situation. Also all edges have been sanded to decrease the risk of ridging. Minor ridging may occur due to natural shrinkage of the wood below the surface. The Builder assumes no responsibility for this occurrence. However, if a seam separates or breaks the surface during the first year, a Builder Representative will inspect and/or repair. Floor tiles most often separate near the edges or at heat registers because the heat causes the glue, or mastic seal, to soften. If this occurs during the first year, the original contractor will inspect and/or repair. Be careful not to flood floors when cleaning because the saturation can cause the seams to lift, thus creating a ridging effect.

Daily Care of Linoleum

Sweep or vacuum regularly to remove loose dirt which can scratch your floor. Wash regularly and periodically polish. Because we only install Armstrong linoleum floors the manufacturer recommends using Armstrong cleaning agents only.

Foundation Walls

A combination of stresses, settling, and temperature variations may cause stress cracks in the basement walls. These cracks do not affect the strength or structural integrity of the wall and normally require no action. Occasionally, due to outside ground conditions, water may leak through a crack. This condition does not usually persist, and will alleviate itself when the ground is dry. These types of cracks are easily repaired using patching cement. If a shear crack greater than 1/4" in width occurs, then a Builder Representative will inspect.

Furnaces

Note - be sure to fill out and return the registration cards (2) in the packet attached to your furnace.

To maintain, it is recommended that you clean or change the filter on a monthly basis for the first 6 months and every 2-3 months after that.

If your furnace is not operating properly check the following:

- 1. Check the EMERGENCY switch at the top of the stairs to see if it is ON.
- 2. Check the thermostat for proper setting.
- 3. Check for blown fuse or tripped circuit.
- Inspect filters and replace if needed.
- 5. Check to see if the bottom furnace door is closed.
- 6. If everything checks out and furnace is still not operating call for service the name of the installer is located on the furnace itself.

Gravel Driveways

If you have a gravel driveway, the Builder has supplied you with an adequate base until an asphalt driveway is installed. The Builder will only provide gravel at the time of closing. If low spots develop we suggest redistributing the existing gravel. By waiting six months to a year to install your driveway it will have ample time to fully compact and settle. Please note that if you choose not to install a driveway during the first year you can affect the condition of your concrete garage floor at the lip of the entrance. By constantly driving into the garage over the gravel, pitting or scalding of the surface can occur from the crushed stone. If this condition does develop, the Builder will not be responsible for repairing it. Please keep garage entrance free of gravel.

Ground Fault Interrupters (G.F.I.)

All outlet receptacles in the bathroom, garage, within six feet of kitchen sink, and exterior are protected by a Ground Fault Interrupter (G.F.I.). This protects from electrocution by tripping the circuit. If an outlet is not providing power, in the basement next to the circuit panel is an outlet. Push in the red switch to activate. Do not overload circuits or use worn out plugs. It a problem occurs with your electrical system, it is highly recommended that you contact a certified electrician to inspect and repair.

Heating Systems

Your home is equipped with a gas furnace and air conditioning system. All systems utilize a furnace, ductwork, registers, filter and a thermostat. All ducts and registers can be adjusted to control the flow of air into the individual rooms.

To fully understand how to use your heating and cooling equipment to its maximum efficiency, we recommend that you contact our heating contractor on the list provided at closing. A representative of the HVAC company will come to your home and walk you through its basic operation, maintenance, and explain all warranties involved.

Lumber

As with other building materials, lumber is subject to the affects of temperature extremes. Lumber may contract and expand, as well as shrink under extreme dryness or swell in the high humidity.

Your new home has been built with top quality lumber carefully selected and kiln dried to help limit the wood's movement during extreme weather conditions. Please note that some expansion and contraction is inevitable. The areas that will be primarily affected by the expansion and contraction of the wood are floors, doors, baseboards, resilient floors, hardwood floors, ceramic tile and drywall.

Due to the natural characteristics of wood products, some squeaks in the floors can be expected. Also, nail pops and sheet rock cracks are an inevitable result of lumber shrinkage and movement. Occasionally lumber in the wall may "warp" causing a slight bowing effect that can be seen in the sheet rock during certain light.

Lumber [Cont.]

The Builder cannot be held responsible for this under the material defect coverage portion of the Limited Warranty because we cannot control how a natural product will react under extreme conditions.

Porches and Steps

Most exterior concrete cracking is caused by extreme temperatures, settling of the ground below, or frost. As mentioned, a method of entirely eliminating cracks has yet to be discovered. Minor cracks are a normal characteristic and best left alone. If cracks of a serious nature occur, a Builder Representative will inspect.

Please remember that some low spots may occur and collect water. If this situation does occur it may be necessary to sweep the water off.

If the walkway is asphalt, some settling may occur around the edges, and the same maintenance as your driveway (see Driveways) should be followed.

If the steps are made of treated lumber, they should be maintained by treating the wood with a waterproof sealer after one year. Continually maintain as specified by the manufacturer.

Winter Safety

Protect your driveway, walkway, and steps by removing ice and snow promptly. To best protect your concrete from pitting caused by salt, use cat litter or sand for traction. By using salt based de-dicer's you can seriously damage the asphalt, concrete, and wood structures of your home. It is also recommended that you occasionally sweep any excess water accumulation in the garage brought in from your car. Salt and other grit from the roads can deteriorate your concrete floor.

Registers and Ducts

See Heating Systems

Roofs

We have provided your new home with an asphalt shingle comprised of a 'mastic seal' that adheres to the shingle below it when the sun hits it for a couple of days. The shingles are also carefully nailed in place for extra security. If a shingle becomes loose or blows off during the first year the Builder will repair it, unless wind conditions exceed 50 m.p.h. Occasionally shingles will lift due to 'nail pops'. If excessive lifting occurs a Builder Representative will inspect.

Warning: There are several conditions that the Builder will not cover for damage, most notably ice and snow buildup. It is the homeowner's responsibility to keep roofs, gutters, and down spouts free of ice and snow buildup. You may want to discuss these types of coverage with your insurance agent.

Siding

Vinyl

The vinyl siding on your home is characterized by its 'maintenance saving finish'. To clean your siding, simply use sudsy water, a soft cloth, and hose. For stubborn stains, use mineral spirits. Siding is hung so that it has the flexibility to expand and contract during severe weather conditions. If your siding becomes loose during the first year a Builder representative will inspect. Occasionally, siding will "bulge" this is normally caused by a warped or twisted stud in the wall. The Builder cannot assume any responsibility for this condition caused by the reaction of a natural product.

Fiber Cement or Wood

If your home has a fiber cement or wood exterior, then regular maintenance will be necessary. It will be the Homeowner's responsibility to paint or stain the exterior, in order to prolong the life of the product.

All exterior materials will require some maintenance whether it's simply cleaning the product, or periodically painting or staining the product.

Sump Pumps

To maintain check operation weekly by lifting float (similar to float mechanism used in toilet systems). Any sitting water should be discharged. Periodically check to see if any debris has fallen into pit that may inhibit its proper operation. Also, if the pump drains to daylight, (discharges freely into rear yard), check to make sure screen is in place and clear of debris. Most importantly, if your sump pump runs frequently, it is suggested that a battery backup be purchased at any home store. This will protect you from any flooding in case of a loss of power. Prior to the wet Spring season, please check to be sure the sump pump is operating properly.

Thermostat and Registers

The thermostat controls the temperature in your home to keep it at a comfortable level. Individual room temperature can be further controlled by adjusting the registers in the various rooms, or by adjusting the dampers in the ducts from the furnace to the registers. To gain maximum efficiency, always set your thermostat at the lowest possible temperature that you are comfortable with. Each degree represents a considerable fuel consumption and cost increase.

The registers in your home help to regulate the flow of air and to maintain a desired temperature. In order to achieve optimum comfort, it is recommended that you adjust the registers accordingly or by simply turning the heat up.

Maintenance

- Change or clean the filter about one month after moving into your new home. During construction a lot of dust and debris accumulate.
- 2. The filter should be cleaned or checked approximately every month for maximum efficiency.
- 3. If your system is not functioning properly check the circuit breakers and fuses to see if they have been tripped before calling for service.

Trim and Moldings

Trim and Moldings, such as baseboard and door casings, may occasionally separate and leave a small gap. This separation is a normal part of the settling and shrinking process of your home. To correct, simply nail the piece into its original position. If separation occurs at corners or other seams, it can be patched using a wood filler, or left alone because further settling may correct the problem.

Water Heater

The gas or electric hot water heater is equipped with a temperature relief valve designed to discharge excess water if too much pressure builds up. Do not be alarmed if this occurs, but do call the plumber listed on the tank for advice.

If your hot water heater is not working, please check the following:

- Make sure the Pilot is lit, if gas.
- 2. Make sure the breaker is ON.
- 3. If direct vent, make sure exhaust fan is plugged in and breaker ON.
- If everything checks out and unit is still not operating, contact the company listed on the unit (see sticker).

Windows and Screens

The windows used in your home are either a vinyl clad or wood variety. All windows are designed to last, and require minimum maintenance. They have thermal pane glass designed to reduce energy loss. Occasionally, in areas of high winds, you may feel a draft around the interior window frame, if this draft is severe then you should caulk around the exterior of the window frame. To maintain simply keep the tracks clear of debris and lubricate as necessary. The screens should be removed and cleaned at least once a year.

Condensation on glass – Window glass and frames will collect condensation on the frame and window surface when humidity and temperature differences are present. Condensation is usually the result of temperature/humidity conditions in the home.

Warning: The screens are only designed to keep insects out. The screens are not designed to hold any weight. Do not let small children or pets lean against screens.

Understanding Your New Home Limited Warranty

The following Performance Standards have been set forth by the New York State Builder's Guide to New Home Warranties and modified in accordance with the policies and procedures of 2-10 Homebuyer's Warranty and Hodorowski Homes, LLC. For your convenience and easy reference, we have condensed the modified ACCEPTED STANDARDS to include only those topics which relate directly to our customers.

The Performance Standards index lists specific items (possible defects) within each separate area of coverage. The first section covers Workmanship and Materials; the second section covers Systems. The standards are expressed in terms of performance criteria. For easy comprehension, the format is designed as follows:

- Possible Deficiency a brief statement about the product and possible deficiencies.
- Performance Standard a performance standard relating to a specific deficiency.
- Responsibility a statement of the corrective action required of the Builder to repair the deficiency or a statement of the Home Owner's maintenance responsibilities.

Workmanship and Materials - First Year Coverage Only

- Site work
- II. Concrete
- III. Masonry
- IV. Wood and Plastic
- Thermal and Moisture Protection
- VI. Doors and Windows
- VII. Finishes
- VIII. Specialties
- IX. Equipment
- Y. Plumbing
- XI. Heating and Cooling
- XII. Ventilation
- XIII. Electrical

Systems - First and Second Year Coverage

- XIV. Plumbing Systems
- XV. Ventilation Systems
- XVI. Electrical Systems

1. Site Work - Coverage of Workmanship and Materials. First year only

A. Site Grading

1. Possible Deficiency Settling of ground around foundation, utilities, or

other areas.

2. Performance Standard Settling of the ground should not interfere with

the water drainage away from the home.

3. Responsibility If the Builder has provided final grading, per the

contract, then the Builder shall deliver fill curbside, to be used for settled areas which affect proper drainage, one time only, during the first year of the Limited Warranty period. Homeowner shall be responsible for the removal and replacement of any landscaping affected

by the placement of such fill.

B. Site Drainage

Possible Deficiency Improper drainage of the site.

2. Performance Standard The necessary grades and swales shall have been

established by the Builder to insure proper drainage away from the Home. Standing or ponding water shall not remain in place for extended periods of time, in the immediate area after a normal rain (generally not more than 24 hours), except that in swales which drain other areas, or in areas where sump pumps discharge, a longer period can be anticipated. No grading determination shall be made while there is frost or snow on the ground or while the ground

is saturated.

Responsibility The Builder is responsible only for establishing the

proper initial grades and swales. The Homeowner is responsible for maintaining such grades and swales once they have been properly established.

swales once they have been properly established.

B. Cast-III-Flace Coliciete [Colic.]	
2. Performance Standard	Cracks in garage slabs in excess of 1/4 inch in vertical displacement shall be repaired.
3. Responsibility	Builder will repair cracks exceeding maximum tolerance by surface patching or other methods as required.
Possible Deficiency	Cracking of basement floor
Performance Standard	Minor cracks in basement floors are normal. Cracks exceeding 3/16 inch in width or 1/8 inch in vertical displacement shall be repaired one time.
3. Responsibility	Builder will repair cracks exceeding maximum tolerance by surface patching or other methods as required.
Possible Deficiency	Uneven concrete floors/slabs.
2. Performance Standard	Except for basement floors or where a floor or portion of floor has been designed for specific drainage habitability shall not have pits, depressions, or areas of unevenness exceeding 1/4 inch in 32 inches.
3. Responsibility	Builder will correct or repair the problem to meet the specific performance standard.
1. Possible Deficiency	Pitting, scaling, or spalling of concrete work covered by this Limited Warranty.
2. Performance Standard	Concrete surfaces shall not disintegrate to the extent that the aggregate is exposed and loosened under normal conditions of weathering and use.
3. Responsibility	Corrective action necessary to repair defective concrete surface. Builder will repair, using a surface patch or other corrective methods as required. Builder is not responsible for deterioration caused by salt, chemicals, mechanical implements, entrance damage caused by gravel from driveways, or other factors beyond Builder's control.
1. Possible Deficiency	Settling, heaving, or separating stoops, steps, or garage floors.
2. Performance Standard	Stoops, steps, or garage floors shall not settle, heave, or separate in excess of one inch from the house structure.
3. Responsibility	Builder will take corrective action to meet the Performance Standard. Builder is not responsible for heaving caused by frost or other "Acts of God".

B. Cast-in-Place Concrete [Cont.]

II. Concrete - Coverage of Workmanship and Materials. First year only

One of the characteristics of concrete is that it will expand and contract due to changing temperature conditions. A method for eliminating this condition has yet to be discovered, but cracks do not pose a threat to the structural integrity of your floor. When cracks are visible it is best to leave them alone. If a crack appears to be *heaving*, then a Builder representative will inspect.

Because of the nature of concrete, some minor low spots may occur on your floor. Due to low spots some water may accumulate and require you to sweep the water away. It is recommended that you keep garage floors clean of debris like road salt, oil, and other elements which can damage the surface.

Color variation is also a normal characteristic of concrete. The concrete will become more uniform with age. It is also possible that water can accumulate on basement floors due to condensation and humidity. Please be careful about what you store directly on the floor.

A. Expansion and Contraction of Joints

1 Possible Deficiency

1.	Possible Deficiency	Separation or movement of concrete slabs within

the structure at expansion and contraction joints.

2. Performance Standard Concrete slabs within the structure are designed to

move at expansion and contraction joints.

Responsibility None.

B. Cast-in-Place Concrete

A combination of stresses, settling, and temperature variations, may cause stress cracks in poured concrete. These cracks do not affect the strength or structural integrity of the structure and normally require no action. Occasionally, due to outside ground conditions, water may leak through a crack. This condition does not usually persist, and will alleviate itself when the ground is dry.

1. Possible Deliciency	basement of foundation wan cracks.
2. Performance Standard	Shrinkage cracks are not unusual in concrete foundation walls. Shear cracks greater than 1/8 inch in width shall
	be repaired, during the first year only. If minor trickling or moisture persists the perimeter of the basement
2 Posmonsibility	floor has been designed to collect this water.

Recoment or foundation well cracks

Responsibility Builder will repair cracks greater than 1/8 inch wide.

Repair can be from the interior or exterior of wall - as

determined solely by Builder. First year only.

Possible Deficiency Cracking of slab in attached garage.

B. Cast-in-Place Concrete [Cont.]

Possible Deficiency

3. Responsibility

Standing water on stoops and steps.

2. Performance Standard

Water should drain from outdoor stoops and steps.

Minor standing water can be anticipated after rain.

Builder shall take corrective action to assure proper

drainage.

III. Masonry - Coverage of Workmanship and Materials. First year only

A. Unit Masonry

Possible Deficiency Cracks in masonry wall or veneer

2. Performance Standard Small hairline cracks due to shrinkage are common in

mortar joints in masonry construction. Cracks greater

than 3/8 inch in width are considered excessive.

3. Responsibility Builder shall repair cracks in excess of Performance

Standard by pointing or patching. These repairs shall be made during the first year of the Limited Warranty only.

Builder will not be responsible for color variation

between old and new mortar.

IV. Wood and Plastic - Coverage of Workmanship and Materials. First year only

A. Rough Carpentry

1. Possible Deficiency Floor squeaks or subfloor loose.

2. Performance Standard Floor squeaks or subfloor loose are often only temporary

conditions common to new construction, and a squeak

proof floor cannot be guaranteed.

Responsibility Builder will correct the problem only if an underlying

construction problem exists.

Possible Deficiency Uneven wood floors.

2. Performance Standard Floors shall not have more than 1/4 inch ridge or

depression within any 32 inch measurement when measured parallel to the joists. Allowable floor and ceiling joist deflections are governed by the applicable

building code.

3. Responsibility Builder will correct or repair to meet Performance

Standard,

A. Rough Carpentry [Cont.]

Possible Deficiency Out-of-plumb walls or bowed walls

2. Performance Standard Walls shall not be more than 1/4 inch out of plumb

for any 32 inch vertical measurement; or bowed for any 32 inch vertical or horizontal measurement.

3. Responsibility Builder will correct this at time of closing inspection

only.

B. Finish Carpentry (Exterior)

Possible Deficiency Poor quality of exterior trim workmanship.

2. Performance Standard Joints between exterior trim elements, including

masonry, vinyl and wood siding, shall not result in open joints in excess of 3/8 inch. In all cases the exterior trim should be capable of performing its function to exclude

the elements.

Responsibility Builder will repair to meet the Performance Standard.

Caulking is acceptable.

V. Thermal and Moisture - Coverage of Workmanship and Materials. First year only

A. Waterproofing

Possible Deficiency Leaks in basement.

2. Performance Standard Leaks resulting in actual trickling of water shall be

repaired. Leaks caused by improper home owner

landscaping or failure to maintain proper grades are not covered. Dampness of walls or floors may occur in new

construction and is not considered a deficiency

Responsibility Builder will take action to repair leaks except where

cause is determined to be from Homeowner action or

negligence.

B. Insulation

Possible Deficiency Insufficient Insulation.

2. Performance Standard Insulation shall be installed in accordance within

applicable building codes.

3. Responsibility Builder will install sufficient insulation to meet

Performance Standard.

C. Louvers and Vents

Possible Deficiency Leaks due to snow or rain driven into the attic through

louvers and vents.

2. Performance Standard Attic vents/louvers must be provided for proper

ventilation of the attic space.

Responsibility None.

D. Ro	oofing and Siding 1. Possible Deficiency 2. Performance Standard	Ice build-up on roof. During prolonged cold spells, ice build-up is likely to occur at the eaves of a roof. This condition occurs when snow and ice begin to accumulate and gutters and	
	3.	Responsibility	downspouts freeze up. None. Prevention is a Homeowner responsibility.
-	1.	Possible Deficiency	Roof or flashing leak.
	2.	Performance Standard	Roofs or flashing shall not leak under normally anticipated conditions except where cause is determined to result from ice and snow build-up or Homeowner action or negligence.
	3.	Responsibility	Builder will repair any verified roof or flashing leaks not caused by ice and snow build-up or Homeowner negligence.
E. Se	alan	t	
	1.	Possible Deficiency	Leaks in exterior wall due to inadequate caulking.
	2.	Performance Standard	joints and cracks in exterior wall surfaces and around openings shall be properly caulked to exclude the entry of water.
	3.	Responsibility	Builder will repair and/or caulk joints or cracks in

VI. Doors and Windows - Coverage of Workmanship and Materials. First year only

A. Wood and Plastic Doors 1. Possible Deficiency 2. Performance Standard Exterior doors will warp to some degree due to temperature variation on inside and outside surfaces. However, they should not warp to the extent that they become inoperable or weather resistant, or exceed the National Woodwork Manufactures Association Standards of 1/4 inch, measured diagonally from corner to corner. 3. Responsibility Builder will correct or replace defective door during first year only.

exterior wall surfaces as required correcting deficiencies

once, during the first year. Even properly installed caulking will shrink and must be maintained during the

life of the home by the Homeowner.

A. Wood and Plastic Doors [Cont.]

1. Possible Deficiency Warpage of interior or passage doors. 2. Performance Standard Interior doors (full openings) shall not warp in excess of National Woodwork Manufactures Association Standards of 1/2 measured diagonally from corner to corner. 3. Responsibility Builder will correct or replace defective door during first year only. Shrinkage of insert panels show raw wood. 1. Possible Deficiency 2. Performance Standard Panels will shrink and expand which may expose unpainted surfaces. 3. Responsibility None. 1. Possible Deficiency Split in door panel. 2. Performance Standard Split panels shall not allow light to be visible through the door. 3. Responsibility Builder will, if light is visible, fill split and match paint or stain as closely as possible, one time in first year of the Limited Warranty. B. Glass 1. Possible Deficiency Broken Glass 2. Performance Standard None. 3. Responsibility Broken glass not reported prior to closing is the Homeowners responsibility. 1. Possible Deficiency Condensation or frost on window frames or glass 2. Performance Standard 3. Responsibility None - Condensation is usually the result of temperature / humidity conditions in the home. C. Garage Doors on Attached Garages 1. Possible Deficiency Garage door fails to operate under normal use. 2. Performance Standard Garage door shall operate properly. 3. Responsibility Builder will adjust it once during the first year, except where determined that defect was caused by Homeowner action ornegligence.

C. Garage Doors on Attached Garages [Cont.]

Possible Deficiency Garage doors allow entrance of snow or water.

2. Performance Standard Garage doors shall be installed as recommended by the

manufacturer. Some entrance of snow and water can be expected under abnormal conditions such as heavy snow

or rain.

3. Responsibility Builder will adjust to insure doors operate correctly as

per manufacturer recommendations.

D. Wood, Plastic and Metal Windows

Possible Deficiency Malfunction of windows.

2. Performance Standard Windows shall operate with reasonable ease.

Responsibility Builder will inspect and determine whether to repair or

refer defect to the Manufacturer. All manufacturers defect claims are to be filed according to manufacturer

instructions.

E. Weather stripping and seals

1. Possible Deficiency Air infiltration around windows or doors.

2. Performance Standard Some infiltration is normal, especially during high

winds. Poorly fitted weather-stripping shall be adjusted or replaced by the Builder. Storm windows or doors

may be necessary in areas with extreme winds.

3. Responsibility Builder will adjust or replace to meet Performance

Standards if determined defect due to improper installation. If fault is determined to be that of the

Manufacturer then manufacturers defect claims are to be

filed according to manufacturer instructions.

VII. Finishes - Coverage of Workmanship and Materials. First year only

A. Gypsum Wallboard

1. Possible Deficiency Defects which appear during the first 120 days such as

nail pops, blisters in the tape, or other blemishes.

2. Performance Standard Slight "imperfections" such as nail pops, blisters in the

tape, seam lines and cracks, not exceeding 1/8 inch are

considered acceptable.

Responsibility Builder will not be responsible for settling and shrinkage

occurring in natural materials.

B. Ceramic Tile

- 1. Possible Deficiency
- 2. Performance Standard

3. Responsibility

Ceramic tile cracks or becomes loose.

Ceramic tile shall not crack or become loose under

normal conditions.

Builder will not replace cracked tiles per the terms of the Limited Warranty but will repair or replace loose tiles, one time only, during the first year of the Limited Warranty, Builder will not repair or replace cracked fireplace tiles. Builder will not be responsible for discontinued tile or color variations

Possible Deficiency

Cracks appear in grouting ceramic tile joints or at junctions with other materials such as bathtub. 2. Performance Standard

Cracks are normally due to normal shrinkage conditions.

3. Responsibility Builder will repair grouting, one time only, during first year only, if cracking is excessive. Builder will not repair joint between tile and tub. Builder will not be responsible for color variations or discontinued grout color. Re-grouting is the maintenance responsibility of

the Homeowner within the life of the home.

C. Finished Wood Flooring

- 1. Possible Deficiency
- 2. Performance Standard
- 3. Responsibility

Cracks developing between floor boards.

Cracks in excess of 1/8 inch shall be corrected.

Builder shall repair or replace cracks in excess of 1/8 inch during first year only. Because Hardwood is a living material it will expand and contract with the change of temperatures. If it is determined that the defective area is permanent then a repair will be made after monitoring area in question through a change of seasons.

D. Resilient Flooring

- 1. Possible Deficiency
- 2. Performance Standard
- 3. Responsibility

Nail pops appear on surface of resilient flooring.

Builder will repair nail pops which have broken the

surface only of resilient flooring.

Builder will repair or replace, at its sole option, during the first year only, the resilient floor covering in the affected area with similar material. Builder will not be responsible for discontinued patterns or color variations.

D. Resilient Flooring [Cont.]

2.	Possible Deficiency Performance Standard Responsibility	Depressions or ridges appear in the resilient flooring. Readily apparent ridges or depressions exceeding 1/8 inch shall be repaired. The ridge or depression measurement is taken at the gap created at one end of a six inch straightedge placed over the depression or ridge with three inches of the straightedge on one side of the defect, held tightly to the floor. Builder will take corrective action as necessary, to bring the defect within accepted tolerances. Builder will not be responsible for discontinued patterns or color variations in the floor covering.
1	Possible Deficiency	Resilient Flooring loses adhesion.
	Performance Standard	Resilient Flooring shall not lift, bubble, or lose its adhesion.
3.	Responsibility	Builder will repair or replace at its sole option the affected resilient flooring. Builder will not be responsible for discontinued patterns or color variations in the floor covering.
1.	Possible Deficiency	Seams or shrinkage gaps show at resilient flooring joints.
2.	Performance Standard	Gaps shall not exceed 1/16 inch in width in resilient floor covering joints. Where dissimilar materials abut, a gap not to exceed 1/8 inch is permissible.
3.	Responsibility	Builder will repair or replace, at Builders sole option, the affected resilient flooring. Builder will not be responsible for discontinued patterns or color variations in the floor covering, or for problems caused by Homeowner neglect or abuse.
E. Paintin	g	
	Possible Deficiency Performance Standard	Exterior paint or stain peels, deteriorates or fades. Exterior paints or stains should not fail during the first year of the Limited Warranty period. However, fading is normal and the degree is dependent on climatic conditions.
3.	Responsibility	Builder will properly prepare and refinish affected areas, matching colors as close as possible.

E. Painting [Cont.]

1. Possible Deficiency	Painting required as corollary repair because of other work. Repairs required shall be made to match as closely as possible to surrounding areas. As indicated above.
2. Performance Standard	
3. Responsibility	
Possible Deficiency	Deterioration of varnish or lacquer.
2. Performance Standard	Natural finishes on interior woodwork shall not deteriorate during the first year of the Limited Warranty period. However, varnish type finishes will deteriorate rapidly on exterior products and are not covered by the Limited Warranty.
3. Responsibility	Builder will retouch affected areas of natural finish interior woodwork, matching the color as closely as possible.
F. Carpeting	
1. Possible Deficiency	Open carpet seams.
2. Performance Standard	Carpet seams will show. However, no visible gap is acceptable.
3. Responsibility	Builder will correct in first year only.
Possible Deficiency	Carpeting becomes loose, seams separate or stretching occurs.
2. Performance Standard	Wall to Wall carpeting, installed as the primary floor covering, when stretched and secured shall not become
	loose, or separate from it's point of attachment.
3. Responsibility	Builder will re-stretch or re-secure carpeting as needed, if original installation was performed by the Builder.

VIII. Specialties - Coverage of Workmanship and Materials. First year only

A. Louvers and Vents

 Possible Deficiency 	Inadequate ventilation of attics and crawl spaces.
2. Performance Standard	Attic and crawl spaces shall be ventilated as required by
	the applicable building code.
3. Responsibility	The Builder shall provide for adequate ventilation.
	Builder will not be responsible for alterations to this
	system or maintenance/inspection of installed insulation.

B. Fireplaces

Possible Deficiency Fireplace or chimney does not draw properly.

Performance Standard A properly designed and constructed fine place

A properly designed and constructed fireplace and chimney shall function properly. It is normal to expect that high winds can cause temporary negative draft situations. Similar negative draft situations can also be caused by obstructions such as large branches or trees to close to the chimney. Some homes may need to have a window opened slightly to create an effective draft, if they have been insulated and weatherproofed to meet

high energy conservation criteria.

3. Responsibility Builder will determine the cause of malfunction and

correct, if the problem is one of design or construction

of the fireplace.

Possible Deficiency Chimney separation from structure to which it is

attached.

2. Performance Standard Newly constructed fireplaces will often incur slight

amounts of separation. Separation shall not exceed 1/2

inch from the main structure in any 10 inch vertical

measurement.

Responsibility Builder will determine the cause of separation and

correct if standard is not met. Caulking is acceptable.

1. Possible Deficiency Cracked firebrick and mortar joints,

2. Performance Standard None.

Responsibility None Heat and flames

Responsibility None. Heat and flames from roaring fires will

cause cracking.

IX. Equipment - Coverage of Workmanship and Materials. First year only

A. Residential Equipment

Possible Deficiency Surface cracks, joint delamination, seam separation,

and chips in high pressure laminate on vanity and

kitchen cabinet countertops.

2. Performance Standard Countertops fabricated with high pressure laminate

coverings shall not delaminate.

3. Responsibility Builder will replace delaminated coverings to meet

specified criteria. Builder will not be responsible for chips or other flaws noted after final inspection.

A. Residential Equipment [Cont.]

Possible Deficiency
 Performance Standard
 Warpage not to exceed 1/4 inch as measured from face frame to point of furthermost warpage with door or drawer front in closed position.
 Responsibility
 Possible Deficiency
 Performance Standard
 Responsibility
 Gaps between cabinets, ceiling or walls.
 Acceptable tolerance 1/4 inch in width.
 Builder will correct to meet Performance Standard.

X. Plumbing - Coverage of Workmanship. First year only

A.	. Water Supply System				
	1.	Possible Deficiency	Plumbing pipes freeze and/or burst.		
	2. Performance Standard	Drain, waste and vent, and water pipes shall be adequately protected as required by applicable codes to prevent freezing during normally anticipated cold weather.			
	3.	Responsibility	Builder will correct situations not meeting the code. It is the Homeowner's responsibility to drain or otherwise protect lines and exterior faucets exposed to freezing temperatures.		
В.	Plumb	ing System			
	1.	Possible Deficiency	Faucet or valve leak.		
	2.	Performance Standard	No faucet or valve shall leak due to defects in workmanship and materials.		
	3.	Responsibility	Builder will repair or replace the leaking faucet or valve.		
	1.	Possible Deficiency	Defective plumbing fixtures.		
		Performance Standard	Fixtures, appliances or fittings shall comply with their manufacturer's standards.		
	3.	Responsibility	Builder will replace any defective fixture or fitting which does not meet acceptable standards, as defined by manufacturer.		

B. Plumbing System [Cont.]

1. Possible Deficiency Noisy water pipes 2. Performance Standard There will be some noises emitting from the water pipe system due to the flow of water. Builder cannot remove all noises due to water flow and 3. Responsibility pipe expansion. Builder will correct to eliminate water hammer. 1. Possible Deficiency Cracking or chipping of porcelain or fiberglass surfaces. 2. Performance Standard Chips and cracks on surfaces of bathtubs and kitchen sinks can occur when a sharp or heavy object hits it. Builder will not be responsible for any damages not 3. Responsibility noted on final inspection.

XI. Heating - Coverage of Workmanship. First year only

Performance Standard Heating.
 Heating system shall be capable of producing an inside temperature of 70F, as measured in the center of each room at a height of 5 feet above the floor, under local outdoor winter design conditions.
 Builder will correct heating system to provide the required temperature. However, the Homeowner shall be responsible for balancing the dampers, registers and other minor adjustments.

B. Refrigeration

Possible Deficiency
 Performance Standard
 Where air conditioning is provided it shall be capable of maintaining a temperature of 78F, as measured in the center of each room at a height of 5 feet above the floor, under local outdoor summer design conditions. In the case of outside temperatures exceeding 95F, a differential of 15F from outside temperature will be maintained.
 Responsibility
 Builder will correct cooling system to meet the required temperature conditions. However, the Homeowner shall be responsible for balancing the

dampers, registers and other minor adjustments.

C. Condensation lines

1. Possible Deficiency

2. Performance Standard

3. Responsibility

Condensation lines clog up.

None

Condensation lines will clog eventually under normal use. This is a Homeowner's maintenance item.

XII. Ventilation - Coverage of Workmanship and Materials. First year only

A. Air Distribution

1. Possible Deficiency

Noisy ductwork.

2. Performance Standard

When metal is heated it expands and when it is cooled it

contracts. The result is ticking or cracking which is

generally to be expected.

3. Responsibility

None.

1. Possible Deficiency

Oil canning.

2. Performance Standard

The stiffening of the ductwork and the gauge of the metal used shall be such that ducts do not oilcan. The booming noise caused by oil canning is not acceptable.

3. Responsibility

Builder will make necessary adjustments to minimize

booming noise.

XIII. Electrical - Coverage of Workmanship and Materials. First year only

A. Electrical Conductors, Fuses, and Circuit Breakers

1. Possible Deficiency Fuses blow or circuit breakers (excluding ground fault

interrupters - GFI.) "kick out".

2. Performance Standard Fuses and circuit breakers shall not activate under

normal usage.

3. Responsibility Builder will check wiring circuits for conformity with

local, state, or electrical code requirements. Builder will correct circuitry not conforming to code specifications.

B. Outlets, Switches and Fixtures

Possible Deficiency

Drafts from electrical outlets.

2. Performance Standard

Electrical junction boxes on exterior wall may produce air flow whereby the cold air can be drawn through the outlet into a room. The problem is normal in new home

construction.

3. Responsibility

None.

B. Outlets, Switches and Fixtures [Cont.]

Possible Deficiency Malfunction of electrical outlets, switches or fixtures.

2. Performance Standard All outlets, switches and fixtures shall operate as

intended.

3. Responsibility Builder will repair or replace defective outlets, switches

and fixtures.

C. Service and Distribution

Possible Deficiency GFI trips frequently.

2. Performance Standard GFI are sensitive safety devices installed into the

electrical system to provide protection against electrical shock. These sensitive devices can be tripped very

easily.

3. Responsibility Builder shall install GFI in accordance with approved

electrical code. Tripping is to be expected and is not

covered unless due to a construction defect.

Systems - First and Second Year Coverage

XIV. Plumbing System - Coverage of Systems. First and Second Year

A. Water Supply

Possible Deficiency Water supply system fails to deliver water.

2. Performance Standard All on-site service connections to municipal water main

and private water supply shall be the Builder's responsibility. Private systems shall be designed and

installed in accordance with all approved building codes,

plumbing and health codes.

Responsibility Builder will repair if failure is the result of defective

workmanship or materials. If conditions beyond

Builder's control disrupt or eliminate the sources of the

supply, the Builder has no responsibility.

B. Septic Tank System

Possible Deficiency Septic system fails to operate properly.

2. Performance Standard Septic system shall function adequately during all

seasons, under normal climatic conditions or reasonably anticipated (based on local records) for the location of the home. Septic system shall be designed and installed to comply with applicable, approved Code Requirements.

B. Septic Tank System [Cont.]

3. Responsibility

Builder will repair or otherwise correct a malfunctioning or non-operating system if system failure is caused by: inadequate design, faulty installation, or other actions of the Builder or contractors or subcontractors under the Builder's control. Builder will not be responsible for system malfunction or damage which is caused by owner negligence, lack of system maintenance, or other causes attributable to actions of the owner or owner's contractors, not under the control of the Builder. This includes, but is not necessarily limited to, the addition of fixtures, items of equipment, appliances, or other sources of waste or water to the plumbing system served by the septic system. Also, damage or changes to the septic system installation or surrounding soil conditions critical to the systems functioning.

C. Piping

1. Possible Deficiency

Leakage from any pipe.

2. Performance Standard

No leaks of any kind shall exist in any soil, waste, vent,

or water pipe. Condensation on piping does not constitute leakage and is not covered.

3. Responsibility

Builder will make repairs to eliminate leakage.

- Possible Deficiency
- 2. Performance Standard
- Responsibility

Stopped up sewers, fixtures and drains.

Sewers, fixtures and drains shall operate properly.

Builder will not be responsible for sewers, fixtures and drains which are clogged by Homeowner negligence or use. If a problem occurs the Homeowner can consult the Builder for proper course of action. Where defective construction is shown to be the cause. Builder will assume the responsibility of repair. Where Homeowner is shown to be the cause, the Homeowner shall assume

all responsibility and associated costs.

1. Possible Deficiency

Refrigerant lines leak.

2. Performance Standard

Refrigerant lines shall not develop leaks during normal operation.

Responsibility

Builder will repair leaking refrigerant lines and re-charge unit unless damage was caused by the Homeowner.

XV. Ventilation System - Coverage of Systems. First and Second Year

A. Air Distribution.

Possible Deficiency Ductwork separates or becomes unattached.
 Performance Standard Ductwork shall remain intact and securely

fastened.

3. Responsibility Builder will re-attach and re-secure all separated or

unattached ductwork.

XVI. Electrical System - Coverage of Systems. First and Second Year

A. Wiring,

1. Possible Deficiency Failure of wiring to carry its designed load.

2. Performance Standard Wiring should be capable of carrying the designed load

for normal residential use.

Responsibility Builder will check wiring for conformity with local,

state, or approved national electrical code requirements.

Builder will repair wiring not conforming to code

specifications.

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Northeastern Association of the Blind at Albany (NABA-VISION) 301 Washington Avenue, Albany, New York 12206 Phone: (518) 463-1211 FAX: (518) 436-4194



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