



NEW CONSTRUCTION WARRANTY & CUSTOMER HANDBOOK

We at Murray Custom Homes want to let you know that we appreciate your business.

You have entrusted to us one of the largest purchases of your lifetime. We take this responsibility seriously and will do everything in our power to serve you well.

Please accept our sincere appreciation for selecting Murray Custom Homes as your home builder. We look forward to working with you.

Enclosed is our Homeowners' handbook with information on your brand-new home, how to take care of it, and how to make requests for warranty repairs.

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MANUFACTURERS' INFORMATION

Please visit our website at www.murraycustomhomes.com for more information.

INTRODUCTION TO YOUR NEW HOME WARRANTY

Welcome to your new Home! Your satisfaction with your new home is very important to us!

Your new home was built with 30 plus years of experience. We would like you to be proud of your investment. The guidelines and information set forth in this Homeowner's manual will help you in the process of maintaining your investment.

We hope you will enjoy your new home for many years. Please read the following information carefully, as it is your guide to maintaining your home. This Homeowner's manual should answer any questions you may have regarding your New Home Warranty and your maintenance responsibilities. During the orientation, which is conducted to familiarize you with your new home, we would be happy to answer any questions you may have regarding your New Home Warranty and your maintenance responsibilities.

HOMEOWNER MAINTENANCE

All building materials are subject to expansion and contraction with differing temperatures and humidity. The effects of the movement can be seen in such things as concrete, foundation walls, drywall, caulking, tile grout, siding, treated and cedar lumber. Shrinkage of the wood members in your home is inevitable and typically noticeable during the first year. The effects of this expansion and contraction are not due to defects in any material and/or workmanship and can and should be repaired and maintained throughout your normal homeowner maintenance as more fully discussed under the specific categories which follow.

With your care and proper maintenance, your home will go through any of these adjustment periods without any major problems. This manual will help guide you in taking care of your home and these minor problems and will help you in what to expect from the various materials used in building your home.

YOUR WARRANTY

Murray Custom Homes warrants, for a period of one year from the date of closing, that your home was constructed in substantial conformity with the plans and specifications and that such home is free of any material defect in equipment, material, or workmanship performed by Murray and/or any of its subcontractors or suppliers. Any material defect covered by this warranty **must be reported to Murray in writing as soon as you are aware of the problem but in no event later than thirty (30) days before warranty expiration date after which the warranty coverage shall be void. Warranty coverage for any notice of complaint received**

after this date will be denied and Murray will have no obligation to you for the repair of these defects.

No one can add to or vary the terms of this warranty, orally or in writing. **THE ABOVE-STATED EXPRESS LIMITED WARRANTY IS THE ONLY WARRANTY FOR YOUR HOME AND IS IN LIEU OF ALL OTHER WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF HABITABILITY, FITNESS AND/OR WORKMANSHIP WHICH ARE HEREBY EXPRESSLY AND SPECIFICALLY DISCLAIMED.**

Remember, your warranty is limited as set forth above, but, under no circumstances, will Murray Custom Homes be responsible for normal homeowner maintenance or any problems caused by a lack of such homeowner maintenance.

Certain fixtures or other improvements may have separate manufacturer's warranties. Should repair or replacement on one of the items become necessary and the item is still under manufacturer's warranty, contact should be made directly to the manufacturer or its designated service representative as your Murray warranty does not cover those items.

YOUR WARRANTY PROCEDURES

In the following paragraphs you will find a wealth of information regarding your New Home Warranty and our obligations to fulfill the warranty offered to you as well as your obligations as the owner in maintaining your home.

Please read the following sections thoroughly before your scheduled orientation. We recommend you make a list of any questions you may have on the information provided so you can ask for clarification at the orientation. This will also be the time when Murray will explain which responsibilities are yours, as the owner, and ours, as the builder. Once you have closed on your home, your warranty concerns and requests should be addressed through email, fax or mail, as identified below. ***Please do not contact your sales representative with warranty concerns after this point.***

HOW TO MAKE A REQUEST FOR SERVICE

Murray Custom Homes will provide warranty request forms at your orientation and will explain how the request process works. These forms will enable you to list items you would like to have considered for repair and will eliminate the possibility of miscommunication via a poorly written phone message and delays in our response time. If you find yourself without these forms, please feel free to send your requests on any sheet of paper or email through our website at www.murraycustomhomes.com. Always be sure you've included your name, address and any phone numbers you wish to be contacted by. **WE DO NOT ACCEPT NON-EMERGENCY REQUESTS FOR SERVICE VIA PHONE CALLS.**

All warranty service requests must be submitted in writing via mail, fax or email. The exception will be emergencies, in which case you should call. You must follow-up in writing with



a warranty request within twenty-four hours once you have made the emergency call to have documentation on file.

Normal requests should be submitted to Murray by any of the following methods:

Fax to: 877-329-4645

Website: www.murraycustomhomes.com

E-mail to: warranty@murraycustomhomes.com

COMPLETED WARRANTY REQUESTS

You, the Homeowner, will be asked to sign and date the warranty work order issued to the contractor who has performed the required tasks to repair approved requests. The contractor will then turn this work order in to Murray and it will be considered complete and “closed”. In the event a homeowner is not home a door tag will be placed on the front door informing homeowner the work has been completed. Please do not ask contractors to relay messages to Murray regarding other work you would like to have done. All requests must be in writing and directed to Murray Custom Homes only. This will ensure there are no miscommunications or misinterpretations.

MURRAY CUSTOM HOMES **WILL NOT** REIMBURSE A HOMEOWNER FOR ANY WORK, PRIORITY OR OTHERWISE, PERFORMED ON A HOME BY ANY NON-MURRAY CONTRACTOR OR EMPLOYED PERSONEL.

EMERGENCY PROCEDURES

An emergency situation is defined by unavoidable damage that will get worse if repairs are delayed.

Here is a list of examples of emergency situations:

- Sewer system back-up.
- Furnace fails to heat in the winter even after checking all the appropriate connections

AIR CONDITIONING FAILURE IN THE SUMMER MONTHS

- Your door locks are non-functioning.

Emergency calls: 402-802-7021

Here is a list of examples of **non-emergency** situations:

- Failure to have a key for entry
- A plumbing leak that does **not** require the water service to be shut off or does not threaten damage to your personal property.
- A roof or window leak that does not threaten damage to any of your personal property.
- Missing shingles
- Circuit breakers or GFCI outlets malfunctioning
- Plugged stools
- Garage door failure to open
- Foundation leak that does not threaten damage to any of your personal property

All service requests must be submitted in writing via mail, fax or email. The exception will be emergencies, in which case you should call. You must follow-up in writing to Murray within twenty-four hours once you have made the emergency call to have documentation on file.

EXTERIOR

Foundation

Your home is built upon solid rebar enforced, concrete footings with concrete block or poured concrete foundation walls.

Poured Foundation walls are subject to shrinkage cracks. Frost that has formed on the foundation walls of a garage is weather related and is not a defect. Any dampness apparent will generally be very minimal and is not considered a material defect. These foundation walls are subject to temperature changes that may create minor shrinkage cracks that do not affect the strength of the structure and may be repaired by the homeowner if so desired to approve their appearance. These cracks are not structural and usually occur at joints, wall ties, and beam support pockets. If leakage occurs from these cracks, it is very easily repaired, externally or internally. Reinforced steel both vertically and horizontally maintain the structural integrity of the wall. If cracks should occur above grade measuring no more than 1/4" in width, you can purchase a caulking product from any local home improvement center to fill them. Murray will not repair foundation cracks during the warranty period unless they are leaking or are more than 1/4" in width.

Owner's Maintenance during 1st Year: cracks less than 1/4" in width, and cracks that are not leaking are your responsibility to maintain.

Warranty for 1st year: Cracks that are larger than 1/4" in width, and cracks that are leaking will be repaired during the first year.

After 1ST year: No warranty.

Window Wells

Owner's Maintenance during 1st Year: Maintaining window well. Don't allow trash or mud to build up in window well to occur. Window well needs to be clear of debris for proper drainage.

After 1ST year: No warranty

Drain Tile

Drain tile is installed along the exterior footings around the warm walls of your basement. The tile will drain to daylight when the elevation permits. **Care must be taken not to block the end of this drain tile or to reroute the drain tile. Doing so will void all warranties.** Deep basements, such as a ranch or tri-level, have an interior drain pit included to allow a pump to be installed.

Owner's Maintenance: Keep the end of these drains free from blockage or collapsing and do not reroute them.

Warranty for 1st year: Material defects in workmanship (installation only) by Murray or its contractors; 5 year warranty on material defects from the manufacturer or installer.

Warranty after the 1st year: Workmanship and Material defects for 5 years from the manufacturer or installer.

Sump Pumps

Murray Custom Homes may install a sump pump where applicable. In certain situations, an alarm system will be installed. If installed, the Sump pump alarms are to alert the Homeowner that the water level is raising in the sump pit to a level that warrants attention. The sump pump needs to be checked on a regular basis for loss of power or malfunction. The alarm may have slipped below its intended position (approximately 4-5" below the floor level). The sump pump alarm battery (9 volt) will need to be changed annually along with the smoke detector batteries. The sump pump itself, if installed by Murray or its contractor, is warranted by the installer, plumbing company, for a period of one year from the date of installation, provided that maintenance of the system is performed by the Owner. **Damage due to loss of power or power surge at the GFCI is not covered under warranty. Additional insurance coverage could be added for damage due to loss of power or a power surge to the GFCI outlet. Homeowner will need to contact their insurance company for additional information.**

Owner's Maintenance: Maintain the sump pump and alarm system with regular checks to ensure no loss of power or malfunction, including installation of a fresh 9 volt battery at least once a year for the alarm system. Your sump pump could be plugged into a **GFCI** that will need to be checked if you have a power surge. Maintain original placement of sump pump extension pipe for proper drainage of yard.

Warranty for 1st year: There is no warranty on the alarm. As to the sump pump, there is a warranty from installer for one year from the date of installation, and, if installer's warranty has expired prior to one year from the date of closing, Murray will warrant the sump pump from the date of expiration of the installer's warranty to the date one year from the date of closing with

the first owner. Power loss or power surge at the GFCI to the sump pump is not covered under warranty. Contact homeowners insurance if applicable.

After 1st year: No warranty, owners must make any and all repairs or replacements to sump pumps.

CONCRETE

All concrete is subject to changes in soil, moisture, and temperature conditions. Concrete work may be completed in the summer at high temperatures and cracks will appear in the winter, or vice versa. In addition, when frost penetrates the ground, it may raise the concrete. When warmer weather returns, the concrete will often return to its original position. These cracks, which occur in highways as well as drives, walks, and floors, are normal and the result of climatic conditions and other natural causes over which the builder has no control. **SPALLING / SCALING / PEELING can be caused by elements outside the contractors' control and are not covered under your warranty.**

Exterior

Keep moving vans and heavy trucks off your driveway and sidewalks to avoid one of the most common causes of concrete cracks. Hairline cracks in stoops and steps cannot be prevented and are not covered by warranty. You must avoid using salt on your driveway and sidewalk during icy weather. De-icing products usually contain materials that are harmful to concrete when left on the surface for a period of time. You may experience either discoloration, peeling of the concrete or both. Salt is also carried off the street onto your concrete surfaces under the car and on the tires.

Owner's Maintenance: When weather allows caulk driveway and all other concrete cracks and joints to better avoid excess moisture getting under the slab. You should also caulk openings where concrete pulls away from the house for the same reasons. You will need to keep concrete surfaces clean and washed out as often as possible. **It is highly recommended that you use sand on your concrete surfaces to avoid slipping. SPALLING / SCALING / PEELING can be caused by elements outside the contractors' control and are not covered under your warranty.** We also recommend that you periodically seal your driveway to help guard against freeze/thaw cycles and/or other conditions such as tracking of salt from the street. A penetrating-type sealer reduces frequency of application.

Warranty for 1st year:

In the event a crack in your driveway exceeds ¼ inch in width during your first year warranty, the area will be replaced during your 1st year warranty and only if the driveway is caulked. **If a driveway is not caulked it will not be replaced. SPALLING / SCALING / PEELING can be caused by elements outside the contractors' control and are not covered under your warranty,** nor is there any coverage for damage caused by the homeowner's failure to properly maintain the concrete or damage caused by heavy vehicles or equipment entering onto the concrete. Cracks are not covered for sidewalks, service walks, steps, stoops and patios.

Interior

Minor cracks in basement floors and garage floors are normal and are unpreventable.

Owner's Maintenance: Caulk garage floor and seal garage floor

Warranty for 1st year: In the event a crack in your basement floor exceeds ¼ inch width in your first year warranty, the area will be repaired during your 1st year warranty only. In the event a crack in the garage floor exceeds 3/16 inch width in your first year warranty, the area will be repaired during your **1st year warranty only**. **SPALLING / SCALING / PEELING can be caused by elements outside the contractors' control and are not covered under your warranty**, nor is there any coverage for damage caused by the homeowner's failure to properly maintain the concrete or damage caused by heavy vehicles or equipment entering onto the concrete.

After 1st year: No warranty

DECKS

The characteristics natural to wood include:

- Checks, splitting, bowing, cupping, twisting, and grain separations occur as wood is exposed to alternating cycles of wetting and drying.
- Bowing, crooking, cupping, and twisting may also occur in varying degrees depending on stresses released by initial sawing of the lumber and moisture absorption.
- Color fading occurs when wood is exposed to ultraviolet rays of the sun. Freshly treated YellaWood® pressure treated wood appears only slightly greener than untreated wood. In a few weeks' time it turns tan or brown and eventually, weathers to the familiar gray color.

Owner's Maintenance: Application of a weather resistant finish is highly recommended. Application of a quality, clear water repellent or semi-transparent stain that contains a water-repellant will help minimize the cycles of moisture take-up and loss the wood goes through outdoors.

Warranty for 1st year: Structural Workmanship

After 1st year: Manufacturer's warranty. See Manufacturer's Warranties at www.murraycustomhomes.com

SPRINKLER SYSTEMS

If you have selected our preferred sprinkler company you will need to contact them for any problems with the sprinkler system. Please review the sprinkler system owner's manual regarding proper operation, care, and maintenance for your sprinkler system online. Should you ever require warranty or service work, this information will be helpful. Many minor adjustments

can easily be accomplished by reviewing the sprinkler system owner's manual. For other service and warranty work, all you need to do is contact the sprinkler company.

Sprinkler systems can create excessive moisture under concrete drives and cause them to heave. **Excessive watering in the late fall is not recommended** as serious damage to your exterior concrete surfaces can occur. Sprinkler heads should be turned to spray away from your foundation at all times. Also be sure the valve control box is a minimum of 4 feet away from the foundation. **Control boxes and sprinkler heads are not warranted for settlement damages if you use another sprinkler company other than our preferred company Alternate Rain.**

Homeowner Responsibilities: Maintain sprinkler system to spray away from the foundation and avoid damage to your exterior concrete surfaces.

Cutting back the watering schedule from the initial 2 weeks of establishing your new sod.

Adjusting watering schedules according to weather fluctuations.

Repair to any sprinkler heads or control box that is involved in a settlement issue if you used an outside Sprinkler Company.

Owner's Maintenance: 100%

Warranty for 1st year: Our Preferred Company, Alternate Rain, will warranty settlement damages and the sprinkler system for one year only. They will make adjustments at the initial start up only. **Any sprinkler company outside of Alternate Rain will have no warranty for damages due to settlement.**

Manufacturer's warranty: Refer to Manufacturer's Warranties at www.murraycustomhomes.com

After 1st year: No warranty

EXTERIOR PAINT

Touch-up paint is provided and should be reduced to the smallest container possible to maximize storage life.

The exterior of your home is painted with a 100% acrylic latex paint with a life expectancy of typically 5 years.

Owner's Maintenance: Touch-ups where needed and repainting as needed, but at least every 5 years.

Warranty for 1st year: Exterior paint that peels or deteriorates during the first year. Exceptions will be in the event of natural weather damage in which case you should contact your homeowners insurance

After 1st year: No warranty

SIDING

Your siding is subject to contraction and expansion, depending on the humidity. Painted siding joints may show this movement during extreme weather periods.

Owner's Maintenance: maintain exterior paint and caulking to protect material from exposure to moisture and rotting. Caulking and painting should be inspected annually.

Warranty for 1st year: Material defects in equipment, material and workmanship by Murray or its contractors.

After 1st year: Manufacturer's warranty Refer to Manufacturer's Warranties at www.murraycustomhomes.com

ROOFING

Your asphalt shingle warranty from the manufacturer is on our website www.murraycustomhomes.com. Roof leaks, should they occur, are often difficult to locate and may need return trips to eliminate the problem. Severe wind driven rain or snow may be blown into the attic through the roof louvers. Although the occurrence is rare, it is impossible to prevent and is not considered a material defect. We recommend keeping heavy snow build-up areas over the gutters as free as possible. Any foreign material in gutters can cause an ice build-up. Ice damming is weather related and is not covered under warranty.

Owner's Maintenance: Keep gutters clear of debris and other materials. Contact homeowner's insurance agent in the event of abnormal weather or storm damage

Warranty for 1st year: Affected shingles will be replaced during the first year in the event that shingles are blown off by winds that are less velocity than manufacturer's standards or specs.

Storm damage is not covered by Murray Custom Homes.

After 1st year: Manufacturer's warranty; Refer to Manufacturer's Warranties at www.murraycustomhomes.com

WINDOWS

Owner's Maintenance: Keep weep holes and tracks clean at all times

Warranty for 1st year: Material defects in equipment, material and workmanship by Murray or its contractors.

After 1st year: Manufacturer's warranty

Refer to Manufacturer's warranties at www.murraycustomhomes.com

DOORS

Your exterior entry doors and the door to the garage have an adjustable threshold which is designed to be adjusted to eliminate any drafts.

Threshold adjustment: Proper adjustment has been obtained when you can pull a piece of paper through the gap between the threshold and the bottom of the door with even resistance across the opening. Adjusting the door too tight will make it difficult to close during severe cold and will wear or tear the bottom door seal prematurely.

Owner's Maintenance: Maintain proper threshold adjustments

Warranty for 1st year: Manufacturer's warranty; Warranty for workmanship (as to installation only) by Murray Custom Homes.

After 1st year: Manufacturer's warranty Refer to Manufacturer's Warranties at www.murraycustomhomes.com

GARAGE DOORS & OPENER

Steel insulated doors offer durability and low maintenance. The exterior face of the door is constructed from hot-dipped, galvanized steel, coated with a baked-on base coat and a white polyester top coat. The interior has an added polystyrene insulation layer that adds thermal efficiency and improves the smooth and quiet operation of the system. If touch-up of this exterior finish becomes necessary, touch-up paint is available from the supplier. Your rubber weather seal on the door bottom has additional material rolled into the ends. This can be unrolled as needed when the weather seal shrinks in length with age. The door has a limited 15 year warranty against section rust-through and cracking, chipping, and peeling of the finish coat. There is a 1 year warranty for workmanship, material, and installation. See the manufacturer's warranty for more specific information. Contact the garage door company for specific instructions if you are considering painting the door. The garage door opener is plugged into a **GFCI** outlet which could trip and cause a loss of power to the opener. Resetting the GFCI for power for your opener or pull the release cord to manually lift the door open. Homeowners should have a key at all times for front door entry. In the event you have lost power to the opener and it will not open a homeowner can still get access to their home.

Owner's Maintenance: Refer to owner's manual

Warranty for 1st year: Manufacturer's warranty; Warranty for workmanship (as to installation only) by Murray Custom Homes.

After 1st year: Manufacturer's warranty. Refer to Manufacturer's Warranties at www.murraycustomhomes.com

OUTSIDE FAUCETS

Owner's Maintenance: Important: Remove hoses from outside faucets prior to freezing temperatures to avoid frozen pipes and damage to your home. **Frozen sillcocks will not be covered under warranty.**

Owner's Maintenance: Equally Important: Remove "Y" or "splitter" from outside faucets before freezing temperatures to allow them to drain and thus prevent frozen pipes and damage to your home.

Warranty for 1st year: Material defects in equipment, material or workmanship of Murray or its contractors **(this does not include any coverage for frozen pipes due to an Owner's failure to maintain the plumbing system correctly or failure to maintain sufficient temperatures in the home).**

After 1st year: No warranty.

GUTTERS

Owner's Maintenance: Clean out gutters and maintain proper placements of downspout kickers. **Care must be taken not to block the end of or to reroute the downspout kicker. Doing so will void all warranties due to neglect.** Maintain original placement of downspout kicker for proper drainage of yard. Downspout kicker must **not** be placed inside of landscape. Downspout kicker placed inside of the landscape will void all warranties for leaks to foundation walls, windows and siding. Sink holes formed by this neglect are also not covered by warranty.

Warranty for 1st year: Material defects in equipment, materials or workmanship of Murray or its contractors.

After 1st year: No warranty

LAWN

The most important watering of sod occurs within the first 12 hours after it is laid. This responsibility is yours and is 100 % necessary to ensure the root system can become established and your lawn will be green and lush. Either extreme heat or cold weather may take extra homeowner maintenance. The sod needs to be saturated to totally eliminate the air pockets under the sod. Follow-up watering must be adequate to prevent undue stress until the root system gets established. New sod is dry and needs water to establish its root system. Watering two times a day for one to two weeks is required. Not doing so will leave your yard stressed and weeds will begin to establish in your yard. **Contact a reputable lawn and garden center when ready for fertilizer to ensure the right product application rate.**

Owner's Maintenance: Water appropriately to ensure the root system becomes established, maintain your yard by proper yard maintenance which includes mowing at least weekly during

the growing seasons, maintain proper drainage at all times to prevent water leaks or standing water

Warranty for 1st year: No warranty after owners closed on their new home. It is owner's responsibility to maintain their new yard.

After 1st year: No warranty

SITE DRAINAGE & SETTLEMENT

In addition to maintaining your sod, it is also the homeowner's responsibility to maintain a high grade around your foundation that **slopes away** from the home. Do not create water pockets next to the foundation with flower beds, shrubs, or other plantings. We recommend any underlayment material you use must be the type that will allow water to drain through it rather than act as a barrier which traps it. Positive drainage must be maintained at all times. Downspout extensions must be used as provided to help maintain the concentrated flow away from the home.

Foundation must be waterproofed prior to any planter areas or any grade raised next to the foundation.

During the first year, any settlement less than six inches is the responsibility of the Homeowner to maintain by filling. Thereafter, any settlement is the homeowner's responsibility.

Owner's Maintenance: Keep the grade maintained around your foundation to provide proper slope even after a minor settlement. Neglecting to act on a small area will lead to a larger problem and possible leaks of your foundation. It is you the owner that needs to address this problem to ensure proper drainage at all times.

Warranty for 1st year: Settlement will get filled one time during the first year if it has settled more than six inches.

After 1st year: No warranty

TREES

WATERING INSTRUCTIONS

The following watering guidelines for your newly planted trees are provided to you to assist in aiding in the trees survivability and to help ensure vigorous growth in the future.

Weeks 1 & 2 Water every other day

Weeks 3 & 4 Water twice a week

Weeks 4 – 7 Water once per week

Weeks 8 & 9 Do not water- this is done to put the tree under mild stress conditions to promote root growth.

Weeks 10 – 13 Water once every 2 weeks

Weeks 14 and beyond Water once per month until frost and the tree is dormant.

Keep in mind there will likely be exceptions to the above schedule, as we cannot control Mother Nature. You should contact a licensed arborist if you desire more detailed instructions or guidance. Heavy rains of at least 1” or more can take the place of a watering. Also, if the weather is hot and dry, and you are in a period where the schedule says to water only once a week or less, or not at all, and the tree gets wilted, then water as soon as possible.

The best ways to water is to use a container of some type at least 1 gallon or more in size. When you water the tree, give it at least 10 – 15 gallons of water. We do not recommend laying a hose and letting the water “trickle” out over an extended period of time, many times this will end up over-watering the tree. Most hoses connected to a house faucet will put out at least 5 gallons per minute, so the bucket method is the best way to make sure you’ve put on the proper amount of water.

Also, unless your yard dirt consists of heavy clay and your yard is very flat or even low, do not count the water from an underground sprinkler system (if you have one) as watering the tree. Underground sprinklers are designed to water only the top few inches where the grass roots are. However, if your yard is very flat or low, pay close attention to the wetness around the tree, as runoff may be collecting at the tree and could be over-watering it in the process. If this is the case, cut back on the amount of water you use for the tree, and watch how this affects the area. Over-watering a tree is actually a bigger killer of a tree than under-watering it, as it causes the roots of the tree to rot away.

WARRANTY FOR TREES

All trees are guaranteed for a period of two years from the date of installation. Only **one** replacement is allowed under this guarantee. This guarantee is provided by the nursery that installed them. All warranty claims will be handled at the discretion of the nursery. Murray will not process and/or warranty any requests for the trees. **The nursery will make a periodic check of the tree planted in your yard and will replace dead trees at their sole and absolute discretion.**

EXCLUSIONS TO WARRANTY

The guarantee is void on all material that fails to grow due to neglect, damage, or acts of nature. This guarantee is also void if the homeowner alters in any way the mulched area around the base of the tree. Alterations may include, but are not limited to: adding soil to the base of the tree, adding any type of ground cover rock, constructing any type of retaining wall whether made from brick, cement or wood, adding any additional plant material such as annual flowers, perennials and shrubs.

Owner's Maintenance: Treat trees for disease and/or insect control and ensure to neither over nor under water the trees.

Warranty for 1st and 2nd year: Contracted nursery will monitor areas periodically and decide what trees are in need of replacement under their discretion and at their cost.

After 2nd year: No warranty

INTERIOR

Flooring

Your home is built with the subfloor glued and nailed to the floor joists to help prevent squeaks. Some squeaking resulting from normal shrinkage of materials after construction is acceptable, however; floors shall be reasonably free from squeaks caused by movement in the subfloor system connections under normal seasonal indoor humidity and loading conditions.

Warranty for 1st year: Material defects in equipment, materials and workmanship by Murray or its contractors - Squeaks resulting from normal shrinkage of materials caused by drying after construction are excluded from the statutory warranty. Loose connections in subfloor causing floor squeaks shall be repaired. Extended low-humidity indoor environments can cause excessive shrinkage in the wood resulting in loose floor connections. Excessive high-humidity indoor environment can cause expansion in the wood resulting in pressure-related floor squeaks. The homeowner must maintain indoor humidity levels to prevent excessive drying or expansion of materials. A permanent squeak-free floor may not be attainable. See Also: 2.3 LOOSE SUBFLOOR Appendix A2 – Moisture in Wood and Laminate Floors

After 1st year: No warranty

Drywall

The ceilings have been finished with a light texture. Cracks in the drywall of your new home are almost a certainty because of the expansion and contraction taking place within the walls and ceilings of the house which is normal. There is nothing serious about this cracking and is generally more prevalent in the fall or springtime when your home typically goes through moisture changes.

These cracks are covered once during the year. It is the Homeowner's responsibility to repaint or redecorate.

Certain brands of candles when burned with an "untrimmed" wick will produce a noticeable amount of soot. This black residue will be noticeable on the walls, ceilings, and cold air returns. Damage from this condition is not warranted.

Owner Maintenance: Repair drywall cracks after the 1st year and repainting of drywall repairs during the first year.

Warranty for 1st year: Cracks will be fixed once during the first year warranty. It is the home owner's maintenance to repaint any drywall repairs.

After 1st year: No warranty

Interior Paint

Newly painted walls should not be cleaned or washed for at least 30 days.

We suggest touch-up paint be used rather than cleaning. Touch-up paint is left for the interior and main color for the exterior.

Reduce these paint containers to the smallest possible to better maintain storage life.

If you plan to wallpaper, it may be necessary to skim the walls with drywall mud, depending on the type of wallpaper being used. We recommend sizing the walls to prevent "lifting" of the paint that can occur with total saturation of the paint with the wallpaper paste.

Owner Maintenance: Touch up as necessary. Custom colored walls cannot be touched up due to inadequate paint match. This is the owner's maintenance to repaint. Additional interior paint can be purchased by the homeowner's.

Warranty for 1st year: Material defects in equipment, materials and workmanship by Murray or its contractors.

After 1st year: No warranty

Trim Woodwork and Doors

The trim can be touched up with special paint furnished at move-in.

Owner's Maintenance: Touch-up as necessary. Do not use cleaning chemicals on wood work. Doing so will lead to the paint peeling off the woodwork. Paint peeling off of the trim due to water exposure needs to be sanded and repainted as needed. This is not a defect but an owner's maintenance issue.

Warranty for 1st year: Material defects in equipment, materials and workmanship by Murray and its contractors

After 1st year: No warranty

Closet Shelving

Maintenance-free, prefinished metal shelving has been installed to maximize storage space and provide for future expansion possibilities.

Owner's Maintenance: Maintenance free

Warranty for 1st year: Material defects in equipment, materials and workmanship by Murray and its contractors

After 1st year: No warranty

Cabinet Doors

Finish Color & Grain Variation:

- Color variation in wood is inherent in all wood furniture. There are a range of hues in each and every kitchen. Common wood color variation is acceptable with the exception of tones that grossly stand out.
- Each piece of wood reacts differently to the finish material used, resulting in variation in shade within and between cabinets.
- Subtle color differences are acceptable and highlight the natural beauty of cabinetry.
- Unique grain patterns are the hallmark of wood's beauty. Since, like a fingerprint, no two trees are identical, each and every furnishing crafted from wood will be one of a kind.
- As a tree grows, it absorbs minerals from the soil. These minerals leave a streak in wood. Mineral streaks are acceptable and not considered defects.

Open Joints & Warped Doors

- An opening between the rail and style in a joint will occur as wood expands and contracts.
- Doors and drawers appearing warped.
- Both of above situations occur as the wood is expanding and contracting as well as the house itself settling.
- Cabinets should go through the full 4 seasons to allow these conditions to stabilize.

Cabinet doors and drawer fronts should not warp if proper levels of humidity have been maintained in the home. Both cabinet doors and drawers have adjustments to keep them operating properly.

Owner's Maintenance: Keeping drawers and doors properly adjusted and keeping proper humidity levels in the home.

Regular exterior cleaning of your cabinets will keep them looking like new for years to come. Cleaning requires only wiping with a damp cloth (mild soap and water mixture) and wiping dry.

Cover nicks and scratches with the touch-up kit provided at your walk-through.

Avoid using harsh detergents, strong soap, abrasive cleaners, or self-polishing waxes which can all have a deteriorating effect on the cabinets' finish.

Warranty for 1st year: Material defects in equipment, materials and workmanship by Murray or its contractors

After 1st year: Manufacturer's warranty

Refer to Manufacturer's Warranties at www.murraycustomhomes.com

Kitchen Laminate Tops

Laminate is generally a carefree surface, although it is subject to extreme heat, chipping, and scratching. Damage not discovered at the walk thru and identified on a punch list approved by Murray will not be covered under warranty.

Owner's Maintenance: Abrasive cleaners or cleaners with bleach should **not** be used in cleaning or stain removal as they can leave small "bleached" spots on the surfaces.

Warranty for 1st year: Material defects in equipment, materials and workmanship by Murray or its contractors which does not include any cuts, scrapes or any other damage to the laminate after your walk thru has been completed.

After 1st year: No warranty

Granite/Quartz Surfaces

The following are lists of characteristics of the Granite/Quartz surfaces you may have in your new home. These characteristics will help you in identifying what is normal for these types of materials and therefore would not be considered warrantable.

Granite:

- ✓ 100% natural stone
- ✓ Not affected by heat
- ✓ Highly scratch resistant
- ✓ Highly polished finish
- ✓ Every slab is unique in color and patterning
- ✓ Sealing of top is suggested
- ✓ One Year Warranty
- ✓ Seams are more apparent
- ✓ Can contain small fissures, pits and foibles
- ✓ Patterns and color variations are acceptable

Quartz:

- ✓ 93% Quartz and 7% Resin
- ✓ Heat resistant up to 400 degrees
- ✓ Highly scratch and stain resistant
- ✓ Stronger than Granite
- ✓ Coloring is consistent from slab to slab
- ✓ No sealing required
- ✓ 10 Year Warranty
- ✓ Seams are less apparent
- ✓ Approved by NSI for safe food handling

Owner's maintenance: sealing granite countertops yearly.

Warranty for 1st year: Material defects in equipment, materials and workmanship by Murray or its contractors

After 1st year: Manufacturer's warranty

Refer to Manufacturer's Warranties at www.murraycustomhomes.com

Corian Countertops

Corian was created for lifetime of easy care. Just follow the simple guidelines listed on our website at www.murraycustomhomes.com under manufacturer's warranty to keep your Corian surfaces looking new.

Warranty for 1st year: Material defects in equipment, materials and workmanship by Murray or its contractors

After 1st year: Manufacturer's warranty

Refer to Manufacturer's Warranties at www.murraycustomhomes.com

Ceramic Tile

Ceramic tile can be cleaned with any mild liquid detergent. Do not use cleaners with bleach they may discolor the grout joints. Periodically the grout and caulking will need to be touched up. This is considered Homeowner's maintenance. Materials for this maintenance can be purchased at flooring stores.

Owner's maintenance: periodic touch-up of grouting and caulking.

Warranty for 1st year: Workmanship and Material defect. Grout cracks will be touched up one time during the one year warranty only as needed. At this time the contractor will show what products they use and demonstrate how to apply products. The product used will be left for future use by homeowner.

After 1st year: No warranty

Wood Floor

Color variations, mineral streaks, and small knots are considered part of the natural character and beauty of wood flooring and are not considered manufacturing defects.

Placing a floor mat at each entryway for people entering your home to wipe their feet on will help keep a majority of dirt and grime from getting on your engineered hardwood flooring system. Tiny particles of dirt and grime can act like sandpaper and scratch your flooring. Floor mats placed near your kitchen sink will also protect against water damage. Be sure any floor mats or rugs you use are made especially for engineered hardwood flooring and avoid using rubber-backed or non-ventilated mats or rugs as they can cause damage. Remember to shake your floor mats and rugs out on a regular basis.

Owner's maintenance: Proper cleaning your floor will help maintain its original beauty for a very long time. Please visit www.ckfco.com for specific cleaning tips and recommendations.

Warranty for 1st year: Workmanship and Material defect.

After 1st year: No warranty

Carpeting

Your carpet is stain-resistant and may have semi-trackless qualities. Therefore, care and cleaning of carpeting, in the proper manner, is essential to prolonging its life and appearance. Leading manufacturers recommend daily vacuuming in any traffic area to help prolong the life of your carpet. Because of the great diversity of types, fibers, and weaves, we strongly suggest you contact the carpet supplier if you have any questions as to the maintenance of your carpeting.

Owner's Maintenance: Vacuuming as needed, daily in high traffic areas. Cleaning as needed. Care should be taken in selecting a carpet cleaning service, when it becomes necessary, because these different fibers require very specific cleaning instructions. We recommend a "spot" cleaner for your carpet.

Warranty for 1st year: Material defects in equipment, materials and workmanship by Murray and its contractors

After 1st year: No warranty

Vinyl Floors

To be sure you'll enjoy your floor for many years, the following care tips will help keep your floor looking its best.

We recommend you do not use "soap-based" detergents, abrasive cleaners, or "mop and shine" products. Use of these products may leave a dull film on your floor. We recommend a rinse-free product- "Mannington Rinse Free Cleaner" available from Imperial Tile or home improvement center.

We recommend plywood panels to protect the floor from scuffing and tears when moving furniture and appliances. Avoid wearing spiked heels on your vinyl floor. Heels can exert concentrated loads enough to dent the underlayment under the vinyl floor.

Your vinyl could become yellowed from common items such as ketchup, mustard, hair dye, shoe polish, plant fertilizer, pets, and more obvious, colored markers.

Irreparable damage may be caused by rubber or latex backed rugs or mats. They can cause your vinyl to discolor, usually leaving a yellow "stain". Stain removal questions should be directed to your installer.

Vinyl floor brochures are available upon request from Imperial Tile should you have questions beyond what has been covered above.

Owner's Maintenance: Maintaining proper caulking around tubs and showers and normal care of vinyl floors

Warranty for 1st year: Material defects in equipment, materials and workmanship by Murray or its contractors. There is no warranty coverage for cuts, scrapes or any other damage to the vinyl floor that are not noted during your walk thru on the punch list.

After 1st year: No warranty

PLUMBING

Fixtures

The plumbing fixtures provided with your home are intended to give you lasting beauty under normal care and precautions. The porcelain finish of your fixtures, including the lavatories, will chip or scratch from contact with hard or sharp objects. Toilet seats could also chip or crack if dropped. Use discretion when flushing to prevent matter being thrown into the toilet bowls that will clog the traps within the stool.

Owner's Maintenance: See owner's manuals

Warranty for 1st year: Material defects in equipment, materials and workmanship by Murray or its contractors

After 1st year: No warranty

Water Supply

It's important you know where and how to shut off the water supply coming into your home.

Be sure you verify this procedure during the walk-through orientation of your home.

Warranty during 1st year (for items installed by Murray): Material defects as to equipment, materials and workmanship by Murray or its contractors.

Warranty during 2nd year: Failure of water supply systems is covered by warranty. Leaks in any waste, vent and water piping are covered by warranty.

Warranty after 2nd year: No warranty

Faucets

Delta faucet information and warranties can be located at our website under Manufacturer's Warranties at www.murraycustomhomes.com

Stools

We suggest you keep a plunger handy should any excess paper interfere with the flushing process.

Should you encounter a plugged stool, anything determined to be other than construction debris would not be covered under warranty, and therefore a service call will be charged to you.

Owner's Maintenance: See owner's manuals

Warranty for 1st year: Material defects in equipment, materials and workmanship by Murray or its contractors

After 1st year:

Disposal

Proper care of garbage disposals is to include PLENTY of cold water during and after each use. Should the unit jam, there are several steps to follow:

1. **With the switch off**, check for any ungrindable material inside the unit.
2. Press the reset button and try to run the unit.
3. If it still does not move, **with the switch off**, insert the provided disposal wrench into the bottom of the disposal and free the blades. With the disposal wrench removed, again press the reset button and then the switch should start the unit.

Owner's Maintenance: Follow manufacturer's recommended care guides and usage instructions, and ensure non-disposable items are not placed in the unit.

Warranty for 1st year: Material defects in equipment, materials and workmanship by Murray or its contractors

After 1st year: Manufacturer's warranty

Refer to Manufacturer's Warranties at www.murraycustomhomes.com

Dishwasher and Appliances

Your dishwasher is designed to give you many years of trouble-free service. A manual is provided at the orientation for care and maintenance.

A separate shut-off valve is located under the kitchen sink for service convenience.

We recommend Jet Dry be used to enhance spot-free drying.

As with **all** of your appliances, however, if maintenance should be required within the manufacturer's 2 year warranty period, you should contact the manufacturer directly. Murray employees are not trained or certified to work on appliances.

Owner's Maintenance: Follow manufacturer's recommended care guides and usage instructions.

Warranty for 2 years: Provided by General Electric 1-800-626-2001 or www.geappliances.com

After first 2 years: Manufacturer's warranty

Refer to Manufacturer's Warranties at www.murraycustomhomes.com

Water Heater

You can save energy by dialing back the temperature setting of your water heater. A normal setting is at or near "warm". Consult your dishwasher manual for recommended minimum temperature setting.

Water heaters normally collect small quantities of scale and sediment. This can easily be removed periodically by draining the tank through the valve at the bottom of the tank.

Owner's Maintenance: See owner's manual

Warranty for 1st year: Material defects in equipment, materials and workmanship by Murray or its contractors

After 1st year: Manufacturer's warranty. Refer to Manufacturer's Warranties at www.murraycustomhomes.com

Blinds

Most blinds manufacturer's warrant your blinds free from original defects in materials or workmanship for as long as the original purchaser owns the home. This warranty does not cover conditions or damages caused by accidents, alterations, misuse or failure to follow instructions for cleaning and maintenance. In addition, normal wear and tear is not covered by the warranty.

Warranty for 1st year: Workmanship and Material defects by manufacturer.

After 1st year: Manufacturer's warranty is only for the original purchaser of the home.

Shower Doors

Care and Cleaning of Bath Enclosures:

1. Prior to initial use, it is recommended to treat the glass on the inside of the enclosure with water repellents, such as Rain-X or Invisible Shield. This will seal the pores of the glass and promote ease of cleaning. Repeat as necessary.
2. The safest method of cleaning your bath enclosure is by washing it with clean water and drying it with a soft cloth or squeegee at least daily.
3. If soil is still present after drying, use a mild cleaner. Avoid cleaners that contain vinegar, ammonia, bleach, acid-based chemicals or abrasive or soft-abrasive powders and liquids.
4. Avoid using "leave-on" misting spray cleaners.
5. Do not use any detergent or cleaners.

Owner's Maintenance: See Owner's manual online

Warranty for 1st year: Manufacturer's warranty; warranty as to workmanship (installation only) by Murray

After 1st year: No warranty

Tub and Showers

Owner's Maintenance: See owner's manual online

Warranty for 1st year: Manufacturer's warranty; warranty as to workmanship (installation only) by Murray.

After 1st year: Manufacturer's warranty. Refer to Manufacturer's Warranties at www.murraycustomhomes.com

Whirlpool Tub

Owner's Maintenance: See owner's manual online

Warranty for 1st year: Manufacturer's warranty; warranty as to workmanship (installation only) by Murray.

After 1st year: Manufacturer's warranty

Refer to Manufacturer's Warranties at www.murraycustomhomes.com

Locks and Doors

If a door knob becomes loose tighten the two screws for a proper fit. Don't over tighten the screws, doing so will strip the threads. To unlock the privacy locks you simply insert the key into the key hole until you can turn the door knob. With seasonal changes doors could start to rub the jambs this problem should correct itself during the first year. Doors should **not** be cleaned with any chemical cleaners which could remove the finish.

Warranty for 1st year: As to locks and doors: Material defects in equipment, materials and workmanship by Murray or its contractors; as to doors: manufacturer's warranty.

After 1st year: Manufacturer's warranty

Refer to Manufacturer's Warranties at www.murraycustomhomes.com.

ELECTRICAL

Warranty during 1st year (for items installed by Murray): Material defects as to equipment, materials and workmanship by Murray or its contractors.

Warranty during 2nd year: Failure of wiring to carry its designed load is covered by warranty

Warranty after 2nd year: No warranty

Circuit Breakers

The wiring in your home is designed to meet building codes and safety standards. Circuit breakers are the safety devices of your electrical system. If a circuit breaker trips, it may not trip all the way in the panel. To reset it, **it must be turned off and then turned back on.**

Some common causes of the trip are:

1. Too many appliances plugged into one circuit.
2. Short circuit from defective fixture, switch, plug, or extension cord.
3. A defect in an appliance or motor.
4. If a circuit continues to trip, call your electrician.

Protected Outlets

To prevent injury, your **bath, kitchen, exterior outlets, sump pumps, garage door opener outlet and garage outlets** are on circuits that shut off when shorted. To reset these outlets on breakers, push the "R" or Rest button on the appropriate outlet. The device is so sensitive any bad wiring on an appliance will trip the breakers.

Frequently test these breakers by pressing the “Test” button, which should in turn trip the “Reset” button. Freezers or refrigerators should not be plugged into the protected outlets. Please note locations of protected outlets and how to reset them during your walk-through orientation.

Bedroom Electrical Circuits

An Arc Fault Circuit Protector protects all outlets in the bedrooms. Check electrical panel to reset arc fault breakers (move to off position and then proceed to on). If the breaker continues to trip, check all cords and plugs for damage.

Light Fixtures and Fans

Light fixtures should not be removed by anyone other than a competent electrician. Don't tighten screws holding globes too tightly (loosen one turn) as the heat from a light can expand the glass and crack the globe. Any further questions should be directed to the supplier as noted with your orientation literature. Ceiling fans, if added at a later date, should not be mounted to a plastic electrical box due to vibration; therefore, a reinforced mounting system should be used.

Warranty during 1st year (for items installed by Murray or its contractors):

Material defects as to equipment, materials and workmanship by Murray or its contractors.

After 1st year: No warranty.

Cable TV Wiring

The TV cable is provided in the most common locations in your home. Finishing the wall boxes with either a blank plate or TV jack plate is the responsibility of the Homeowner.

Warranty during 1st year (for items installed by Murray or its contractors): Material defects as to equipment, materials and workmanship by Murray or its contractors.

After 1st year: No warranty.

Telephone Wiring

Telephone wiring is provided in the most common locations in your home. The interface wiring is provided for the phone company and you may need to confirm this when ordering your phone hook-up.

Warranty during 1st year: (for items installed by Murray or its contractors): Material defects as to equipment, materials and workmanship by Murray or its contractors.

After 1st year: No warranty.

Upgraded Wiring & Security Systems

Warranty during 1st year: Contact installer of security system

After 1st year: Contact installer of security system

FIREPLACE

The direct-vent gas fireplace is a sealed unit that utilizes outside air for combustion. Immediately after starting the fireplace, the glass front will fog over and gradually clear as the unit warms.

This condition is normal. A circulating fan and remote control for the gas log are available from the supplier. Electrical wiring is already provided for the ease of the fan installation.

Important: A 12 inch clearance must be maintained from any combustible materials at the outside vent. This must include any landscape shrubs and the like. Manufacturer suggests leaving pilot light on all year to ensure proper start up.

Warning: The glass on the front of a fireplace reaches extremely high temperatures and can cause severe burns if touched. Surfaces around the fire, especially glass doors or panels, can stay very hot for long periods of time after operation has ended. Be aware that surfaces may stay warm from a lit pilot light, even if the product is not operating.

Never leave young children or pets alone when operating a fireplace. Use a firescreen (if applicable) for added safety.

It is also important that operating instructions are thoroughly understood during your walk through orientation.

Owner's Maintenance: See owner's manual online

Warranty for 1st year: Manufacturer's warranty only.

After 1st year: Manufacturer's warranty. Refer to Manufacturer's Warranties at www.murraycustomhomes.com

HEATING AND AIR CONDITIONING

The heating and air conditioning system in your new home is designed to give you many years of trouble-free service. As with any mechanical system, periodic service and maintenance is highly recommended and can be arranged at your convenience by calling your heating contractor or **any other competent HVAC service provider.**

Your furnace is equipped with an external filter rack for your convenience which utilizes a commonly available filter size. To ensure optimum efficiency from your system, it is suggested that the filters be replaced every month. Not changing the furnace filters could damage the furnace system or not allow it to perform to its optimum efficiency. Remove the furnace filter cover to replace the filter. Filters can be purchased from any home improvement store or most hardware stores. All motors in your system utilize sealed bearings and as such, require no oiling.

It is advisable to test your heating or cooling system before the weather gets extremely cold or hot. While your furnace can be operated at any time, you must not turn on your air conditioner until the outdoor temperature has been at or above **70 degrees** for three consecutive days.

Under no circumstances should you operate your air conditioner in the winter or during cold periods.

Remember to treat your new heating and air conditioning system as you would any new mechanical device, such as a car. Regular servicing will assure you years of trouble-free operation.

Owner's Maintenance: Change batteries two times during the year spring and fall. Make sure basement vents are open in the winter for proper heating. For further maintenance see owner's manual

Warranty for 1st year: Manufacturer's warranty; Workmanship (as to installation only) by Murray or its contractors.

Warranty during 2nd year: Refrigerant lines leak or ductwork that is not intact or securely fastened is covered by warranty

Warranty after 2nd year: Manufacturer's warranty. Refer to manufacturer's warranty at www.murraycustomhomes.com

TROUBLESHOOTING HEATING & AIR

Heating

If you have no heat, perform the following system checks:

1. Go to the thermostat and make sure the "Heat-Off-Cool" selector switch is set to "Heat".
2. Make sure the temperature dial is set high enough to call for heat.

If you still have no heat, turn on the fan selector switch on the thermostat to the "On" position. If the furnace fan comes on and you can feel air blowing out of the registers but still have no heat, call the heating contractor.

If the furnace fan does not come on, perform the following system checks:

1. Make sure the circuit breaker at the electrical panel is "On", reset if necessary.
2. Make sure the electrical switch on the side of the furnace is in the "On" position.
3. Open the small, square, metal box cover beside the electrical switch and check the screw-in fuse located beneath. If the fuse appears burned, replace with an identical fuse.
4. Make sure the lower of the two furnace doors is properly installed. If the lower compartment door is loose or improperly installed, the door interlock safety switch will shut off all power to the furnace.

Air Conditioning

If you have no cooling and your furnace worked properly in the heating mode, perform the following system checks:

1. Go to the thermostat and make sure the “Heat-Off-Cool” selector switch is set to “Cool”.
2. Make sure the thermostat is set low enough to call for cooling.
3. Make sure the circuit breaker at the electrical disconnect switch is in the “On” position, reset if necessary.
4. Make sure the outside electrical disconnect switch is in the “On” position and the wiring is connected between the disconnect and the unit.
5. If the indoor furnace fan runs and you have no cooling, check to see if the fan is running in the outside condensing unit.
6. If the condenser fan is not running, call your electrician.
7. If the condenser fan is running and you still have no cooling, call the heating contractor.

Humidity

We do not recommend you install a humidifier during the first year.

Reasonable levels of humidity in your home are healthy for you, but high levels are unhealthy for your home.

If you see moisture on your windows, the humidity level is too high. Any similar cold surfaces (attic & basement walls) in your home will condense to form moisture or frost.

The following actions will help control the humidity level:

1. Turn your furnace fan to “on” (which will run continuous) if the outside temp is below 32 degrees.
2. Run your bath fans during and up to 30 minutes after a bath or shower.
3. Raise your blinds 1-2 inches up off the bottom to allow air to circulate.
4. Inspect your dryer vent exhaust flap to make sure lint is not interfering with the vent.
5. If the moisture continues on the windows, you may have to run a de-humidifier to reduce your humidity to a reasonable level.

If you use a portable humidifier after the first winter, it should be set as follows:

When outside temp is:	Below 10 degrees	10-20 degrees	20 degrees
or higher			
Reset humidity to:	OFF	15	25

SEASONAL MAINTENANCE FOR YOUR HOME

Spring

- Service the a/c to make sure it's operational once outside temps hit 70.
- Test your smoke detectors, sump pump alarm and Thermo stat. Change out the batteries (two times a year).
- Check and repair/replace any caulking cracks or caulking voids around your home and paint as needed
- Clean debris from downspouts and gutters
- Check for roof damage from storms and repair as needed
- Check for sink holes and other settlements around the yard and foundation of home and repair as needed.
- Be sure shrubs and trees are properly watered.
- Apply appropriate fertilizer and seed if needed
- Service sprinkler system if you have installed one. Test all sprinkler heads for proper coverage and to ensure there is no spray onto the foundation or siding of the home

Summer

- Test your smoke detectors
- Check for sink holes and other settlements around yard and foundation of home and repair as needed
- Apply appropriate fertilizer
- Adjust watering with the temperature changes

Fall

- Clean debris from downspouts and gutters
- Apply appropriate fertilizer and seed if needed
- Check for sink holes and other settlements around yard and foundation of home. Repair as needed.
- Service your furnace to make sure it's operational before it gets cold enough outside to need it.
- Test your smoke detectors, sump pump alarm and Thermo stat. Change out the batteries (two times a year)
- Disconnect all connections from the outside water faucets prior to freezing temperatures to avoid freezing any of the pipes and damage to the home.
- Winterize sprinkler system if one is installed
- Check the seals in your windows, overhead garage door, entry doors, etc for any that need replaced or repaired.

Winter

- Test your smoke detectors.
- When walks and driveways become iced over or snow packed, spread sand to help friends and family members avoid slipping. **DO NOT USE SALT OR CHEMICAL DE-ICERS!** These products will damage your concrete and void any warranty.

WARRANTY OBLIGATIONS

Upon OUR timely receipt of written notice from YOU alleging a CONSTRUCTION DEFECT during the WARRANTY PERIOD, WE, or parties acting on OUR behalf, will, where WE deem it necessary, inspect, investigate and/or test (including destructive testing) the condition alleged to be a CONSTRUCTION DEFECT. If WE determine that a CONSTRUCTION DEFECT exists, WE, or parties acting on OUR behalf, will:

- (1) repair or replace the CONSTRUCTION DEFECT,
- (2) pay to YOU the actual amount it would cost US to repair or replace the CONSTRUCTION DEFECT, or
- (3) pay to YOU an amount equal to the diminution in fair market value caused by the uncorrected CONSTRUCTION DEFECT.

Subject to the limitations described in warranty. The decision to repair, replace, or to make payment in lieu of repair or replacement is at **OUR** or **OUR** authorized representative's sole discretion. These remedies are **OUR** only obligations under this **LIMITED WARRANTY**.

STANDARDS BY WHICH THE EXISTENCE OF A CONSTRUCTION DEFECT WILL BE DETERMINED

The following factors will be considered in determining whether a condition constitutes a **CONSTRUCTION DEFECT**. If **WE** dispute the existence of a **CONSTRUCTION DEFECT** and that dispute is submitted to binding arbitration, the parties agree these same factors will be considered by the arbitrator:

1. Any performance standards, tolerances or guidelines contained in documents provided to **YOU** by **US** at or prior to closing on the **HOME** or, in the case of a **HOMEOWNERS ASSOCIATION**, prior to transferring title or control to all the **COMMON ELEMENTS**. In the absence of a specific standard, tolerance or guideline in the documents for a condition occurring during the first year of the **WARRANTY PERIOD**, the RWC Guidelines, in effect at the time of construction of the **HOME** or, in the case of the **HOMEOWNERS ASSOCIATION**, at the time of construction of the **COMMON ELEMENTS**, shall apply. If no specific standard, tolerance or guideline is contained in

any of the documents identified above, generally accepted local building practices and standards shall apply;

2. Consideration as to whether the condition:

- materially affects the structural integrity of the **HOME** or **COMMON ELEMENTS**; or
- has an obvious and material negative impact on the appearance of the **HOME** or **COMMON ELEMENTS**; or
- jeopardizes the life or safety of the occupants of the **HOME** or the users of the **COMMON ELEMENTS**; or
- results in the inability of the **HOME** or a **COMMON ELEMENT** to provide the functions that can reasonably be expected in such a **HOME** or **COMMON ELEMENT**.

3. Consideration as to whether a condition is the result of normal wear and tear. Conditions that are normal wear and tear, or that are caused by normal wear and tear are not **CONSTRUCTION DEFECTS**;

4. Consideration as to whether the condition was caused by, or in any way resulted from, the failure of the **HOMEOWNER** or **HOMEOWNERS ASSOCIATION** to perform normal or routine maintenance. Any condition that is determined to be a **HOMEOWNER** or **HOMEOWNERS ASSOCIATION** maintenance issue, or any condition that results from improper or inadequate **HOMEOWNER** or **HOMEOWNERS ASSOCIATION** maintenance, is not a **CONSTRUCTION DEFECT**;

5. Consideration as to whether the condition was caused by persons or entities other than **US** or someone acting on **OUR** behalf. Damage caused by persons or entities other than **US** or someone acting on **OUR** behalf is not a **CONSTRUCTION DEFECT**. For example, a large, visible scratch on marble tile in the entry foyer that was not noted in the pre-closing walk through inspection, but was reported after furniture was moved into the **HOME**, will not be considered a **CONSTRUCTION DEFECT**;

6. Recognition that any condition resulting directly or indirectly from or worsened by changes, additions, alterations or other actions or omissions by persons or entities other than **US** or someone acting on **OUR** behalf, will not be considered a **CONSTRUCTION DEFECT** (this includes, for example, changes to the topography, drainage or grade of the property);

7. Any **Exclusions** contained in this **LIMITED WARRANTY**.

EXCLUSIONS

A. This **LIMITED WARRANTY** does not cover:

1. Any loss or damage resulting, either directly or indirectly, from the following causes, or occurring in the following situations:

- a. Fire (unless caused by a **CONSTRUCTION DEFECT**);
- b. Lightning
- c. Explosion (unless caused by a **CONSTRUCTION DEFECT**)
- d. Riot and Civil Commotion
- e. Smoke (unless resulting from a **CONSTRUCTION DEFECT**)
- f. Hail
- g. Aircraft
- h. Falling Objects
- i. Vehicles
- j. Floods
- k. Earthquake
- l. Landslide or mudslide originating on property other than the site of the **HOME** or the **COMMON ELEMENTS** or other property developed by the **BUILDER**;
- m. Mine subsidence or sinkholes;
- n. Changes in the underground water table not reasonably foreseeable by the **BUILDER**;
- o. Volcanic eruption; explosion or effusion;
- p. Wind including:
 - (i). Gale force winds;
 - (ii). Hurricanes;
 - (iii). Tropical storms;
 - (iv). Tornadoes;
 - (v). Rain or water intrusion or moisture within the **HOME** resulting from any wind forces described in p. (i) – (iv) above.
- q. Insects, animals or vermin;

- r. Changes to the grading of the ground, or the installation or alteration of improvements such as drain or gutter outlets by anyone other than **US** or **OUR** agents, or subcontractors which results in surface drainage towards the **HOME**, or other improper drainage that permits water to pond or become trapped in localized areas or against the foundation;
 - s. Changes, additions, or alterations made to the **HOME** or the **COMMON ELEMENTS** by anyone after the **WARRANTY PERIOD** begins, except those made or authorized by **US**;
 - t. Any defect in material or workmanship supplied by anyone other than **US** or **OUR** agents, or subcontractors, including any loss or damage to the **HOME** or the **COMMON ELEMENTS** resulting from material or workmanship supplied by anyone other than **US** or **OUR** agents, or subcontractors;
 - u. Improper maintenance, negligence or improper use of the **HOME** or the **COMMON ELEMENTS** by **YOU** or anyone other than **US** that results in rot, dry rot, moisture, rust, mildew or any other damage;
 - v. Dampness or condensation due to **YOUR** failure to maintain adequate ventilation;
 - w. Damage resulting from the weight and/or performance of any type of waterbed or other furnishings which exceeds the load-bearing design of the **HOME** or the **COMMON ELEMENTS**;
 - x. Normal wear and tear or normal deterioration of materials;
 - y. Economic damages due to the **HOME'S** or the **COMMON ELEMENTS'** failure to meet expectations of the **HOMEOWNER** or **HOMEOWNERS ASSOCIATION**.
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- 2. Any loss or damage resulting from the actual, alleged or threatened discharge, dispersal, release or escape of **POLLUTANTS**. **WE** will not cover costs or expenses arising from the uninhabitability of the **HOME** or the **COMMON ELEMENTS** or health risk due to the proximity of **POLLUTANTS**. **WE** will not cover costs, or expenses resulting from the direction of any governmental entity to test, clean-up, remove, treat, contain or monitor **POLLUTANTS**;
 - 3. Any loss or damage resulting from the effects of electromagnetic fields (EMF's) or radiation;
 - 4. Any damage to personal property that does not result from a **CONSTRUCTION DEFECT**;
 - 5. Any **CONSEQUENTIAL OR INCIDENTAL DAMAGES**;
 - 6. Any **CONSUMER PRODUCTS**;
 - 7. Any **CONSTRUCTION DEFECT** as to which **YOU** have not taken timely and reasonable steps to protect and minimize damage after **WE** or **OUR** authorized representative have provided **YOU** with authorization to prevent further damage;
 - 8. Any damage to the extent it is incurred after or as a result of **YOUR** failure to notify **US** in the manner and time required under this **LIMITED WARRANTY**;
 - 9. Any costs or obligations paid or incurred by **YOU** in violation of **warranty**
 - 10. Any non-conformity with local building codes, regulations or requirements where the condition does not meet the definition of a **CONSTRUCTION DEFECT**. While **WE** acknowledge

OUR responsibility to build in accordance with applicable building codes, this **LIMITED WARRANTY** does not cover building code violations in the absence of a **CONSTRUCTION DEFECT**;

11. Any deviation from plans and specifications where the condition does not meet the definition of a **CONSTRUCTION DEFECT**.

B. **OUR LIMITED WARRANTY** does not cover any **CONSTRUCTION DEFECT** which would not have occurred in the absence of one or more of the excluded events or conditions listed in the Exclusions above, regardless of:

1. The cause of the excluded event or condition;
2. Other causes of the loss or damage; or
3. Whether other causes acted concurrently or in any sequence with the excluded event or condition to produce the loss or damage.

***CONSUMER PRODUCT** means any piece of equipment, appliance or other item that is a **CONSUMER PRODUCT** for purposes of the Magnuson-Moss Warranty Act (15 U.S.C. § 2301, et seq.) installed or included in the **HOME**. Examples of Consumer Products include, but are not limited to, dishwasher, garbage disposal, gas or electric cook-top, range, range hood, refrigerator or refrigerator/freezer combination, gas oven, electric oven, microwave oven, trash compactor, automatic garage door opener, clothes washer and dryer, hot water heater, solar water heater, solar water heating panels, furnace, boiler, heat pump, air conditioning unit, humidifier, thermostat, and security alarm system.

COVERAGE LIMITATIONS

Surfaces, finishes and coverings in the **HOME** which require repair due to damage caused by a **CONSTRUCTION DEFECT**, or such damage caused in the course of **OUR** repair of a **CONSTRUCTION DEFECT**, shall be repaired and restored to approximately the same condition as existed prior to the **CONSTRUCTION DEFECT**, but not necessarily to a like new condition. When repairing or replacing surfaces, finishes and coverings, the repair or replacement will attempt to achieve as close a match with the original surrounding areas as is reasonably possible, but an exact match cannot be guaranteed due to such factors as fading, aging and unavailability of the same materials.

Home furnishings, carpet or personal property damaged by a **CONSTRUCTION DEFECT** shall be repaired or replaced at market value of the item at the time of damage. "Market value" shall mean the amount it would cost to repair or replace the damaged item with material of like kind and quality, less allowance for physical deterioration and depreciation, including obsolescence.