



HOMEOWNER GUIDEBOOK

Care and Warranty for Your New Pro Made Home



Welcome Home

Congratulations on your new home! You're now the owner of a beautifully crafted and intelligently designed home that you can truly call your own. As you personalize it to reflect your unique style, anticipate a lifetime of enduring quality and comfort. Rest assured, we are dedicated to enhancing your pride of ownership and fostering a relationship that lasts as long as your home stands.

To ensure your move is smooth and enjoyable, we've put together this Homeowner's Guidebook. Inside, you'll discover essential information to help you familiarize yourself with your new residence. It outlines our commitment to supporting you as our valued customer after you settle in. You'll also find valuable tips on maintaining and caring for your home to ensure its long-term beauty and functionality.

This guide covers your responsibilities as a homeowner, including a detailed explanation of our one-year limited warranty program. Please take the time to review this section carefully and reach out to our team with any questions.

Thank you for entrusting Pro Made Homes to build your new home. We are honored to be part of this journey with you.

Sincerely,
Pro Made Homes

New Home Orientation

As you start adding your own touches to your new home, this guide will explain all the functionality and care needed to keep your home in excellent condition. It will be helpful for you to take time to read this manual within the first thirty (30) days of ownership. We will help you get oriented with the features of your home and your manufacturer warranties.

Your Home Warranty covers items not originally listed on your new home walkthrough punch list. It's easy to miss certain items and defects during this walkthrough so, as a courtesy, we provide a thirty (30) day defect warranty on the following items.

- Light Fixtures, including light bulbs
- Plumbing, fixtures, and countertops
- Glass doors, windows, mirrors, and screens
- Siding
- Concrete or asphalt driveways and patios (*Please note that minor cracks are normal, see concrete section*)

There are thousands of components and trade partners that construct your home so it is possible there will be areas or features that need attention or require correction. Our commitment to you is to supply a prompt and courteous response should anything arise.

The Homebuilder's commitment is that you will have a clean home, complete and free of construction defects in workmanship and material; your home will function properly, and they will be available for any questions or concerns. Please be aware that the Homebuilder and Pro Made Homes Warranty will not manage problems resulting from actions by occupants or visitors to the home, or for normal wear and tear.

The Homebuilder will evaluate requests from the Home Inspector on a case-by-case basis to ensure any agreed-upon construction defects will be addressed.

Table of Contents

| | |
|---|----|
| Who to Contact | 8 |
| <i>What if I have an EMERGENCY?</i> | 8 |
| HOMEOWNER RESPONSIBILITIES UNDER THIS EXPRESS LIMITED WARRANTY | 10 |
| This Limited Warranty Liability:..... | 11 |
| EXCLUSIONS:..... | 11 |
| STRUCTURAL DEFECTS | 13 |
| PLUMBING SYSTEM..... | 13 |
| ELECTRICAL SYSTEM..... | 13 |
| HVAC SYSTEM..... | 13 |
| INTERIOR MAINTENANCE and WARRANTY COVERAGE | 14 |
| WOODWORK..... | 14 |
| DOORS..... | 14 |
| DRYWALL..... | 15 |
| PAINT..... | 15 |
| SUBFLOORS..... | 16 |
| HARDWOOD FLOORING..... | 16 |
| TILE FLOORS, SURROUNDS & BACKSPLASHES (CERAMIC, MARBLE, SLATE)..... | 16 |
| CARPETING..... | 17 |
| VINYL FLOORING..... | 18 |
| PLUMBING..... | 18 |
| APPLIANCES..... | 19 |
| WATER HEATER..... | 19 |
| SEWER/SEPTIC SYSTEMS..... | 19 |
| WELLS/PUBLIC OR PRIVATE WATER DISTRICT..... | 20 |
| HEATING, AIR CONDITIONING AND VENTILATION..... | 20 |
| ELECTRICAL..... | 20 |
| KITCHEN CABINETS AND BATHROOM VANITIES..... | 21 |
| COUNTERTOPS..... | 21 |
| Warranty..... | 22 |
| GLASS SHOWER DOORS..... | 22 |
| WINDOWS..... | 22 |
| SLIDING GLASS DOORS..... | 23 |
| EXTERIOR MAINTENANCE and WARRANTY COVERAGE | 24 |
| FOUNDATION WALLS AND CONCRETE FLOORS..... | 24 |
| CRAWL SPACE..... | 24 |

| | |
|---|-----------|
| ROOFS, GUTTERS, AND DOWNSPOUTS..... | 25 |
| BUILDING EXTERIOR..... | 25 |
| GARAGE DOORS | 26 |
| CONCRETE WALKS, PATIOS, STEPS AND DRIVEWAY APPROACHES | 27 |
| ASPHALT DRIVEWAYS | 27 |
| LANDSCAPING..... | 28 |
| HOMESITE GRADING | 29 |
| MAINTENANCE TIPS..... | 30 |
| INDOOR..... | 30 |
| EXTERIOR..... | 30 |
| ADDITIONAL CONSIDERATIONS..... | 32 |
| GENERAL TERMS AND CONDITIONS..... | 32 |
| TAKING MEASUREMENTS..... | 33 |
| PROVISIONS APPLICABLE TO DEFECT AND/OR STRUCTURAL DEFECT | 33 |
| ACCESS TO HOMEOWNER HOME FOR INSPECTING AND MAKING REPAIRS..... | 34 |
| THE LIMITS OF HOMEOWNER WARRANTY | 34 |
| MANUFACTURER'S WARRANTY | 34 |
| EMERGENCY REPAIRS..... | 34 |
| WORKMANSHIP AND SYSTEMS | 35 |
| THE EFFECT OF THIS WARRANTY ON HOMEOWNER LEGAL RIGHTS..... | 36 |
| ARBITRATION..... | 37 |
| DISPUTES CONCERNING THE APPLICATION OF THIS ARBITRATION AGREEMENT | 37 |
| COST OF ARBITRATION | 38 |
| AUTHORITY OF ARBITRATOR..... | 38 |

Who to Contact

If you find a need to send a Warranty Claim during your first year of ownership, there are a couple of ways you can do so.

WEBSITE

www.promadehomes.com in the homepage, top center, under “Resources”, click on the “Warranty” section and fill out a form online.

EMAIL

warranty@promadehomes.com

CALL

If you do not have internet access, then you may call 509-516-0111 from 8AM – 5PM PST Monday - Friday to reach our Warranty Team.

Once we receive your service request, our team will reach out to review the warranty request with you and arrange to remedy the items covered in this warranty agreement.

The homeowner or a representative of the homeowner must always be present during the work appointment.

What if I have an EMERGENCY?

Let's determine what is considered an emergency:

- ✓ Total stoppage of the plumbing sewer/septic system
- ✓ Water leaks which may require service shut off to avoid considerable damage to the building or furnishings
- ✓ Complete loss of heat in wintry weather
- ✓ Complete loss of Air Conditioning during the hot season
- ✓ Total loss of electrical service that is not related to a general utility company power outage
- ✓ Gas leak (**NOTE:** Please evacuate the home, call 911 and the gas company FIRST, if you smell gas)
- ✓ Safety/Security (example: deadbolt will not set completely)

Call the Warranty Team **Emergency Line**, 509-516-0111

We are committed to providing you with exceptional customer service.

Residential Construction Performance Guidelines in Express Warranty

The builder warrants that all construction shall be according to performance criteria of the most current edition of the National Association of Home Builders publication, Residential Construction Performance Guidelines (RCPG). Within one (1) year from the closing date or occupancy by the buyer, whichever is first, the builder will repair or replace, at the builder's option, any latent defects not apparent or ascertainable at the time of occupancy in the building materials or workmanship, in accordance with the standards of construction set out in the RCPG. The buyer agrees to accept reasonable matches in any repair or replacement in the event the specified or originally used item is no longer available.

HOMEOWNER BOOKLET AND CERTIFICATE OF WARRANTY COVERAGE

This booklet and the Certificate of Warranty Coverage are particularly important legal documents that fully define the provisions of this express limited Homeowner Warranty and the Builder/Seller's rights and obligations. Therefore, it is important to keep this booklet and the Certificate of Warranty Coverage with other legal documents important to the Homeowner.

A homeowner warranty is not a policy of insurance, a maintenance agreement, or a service contract. The homeowner's lender may insist that the homeowner have a homeowner's insurance policy. This warranty is not a homeowners' insurance policy, and it will not satisfy the lender's requirement. As described in this booklet, coverage is limited to qualified defects. If the Builder/Seller has provided a private, additional warranty or guarantee, the Builder/Seller's obligations under that private warranty or guarantee are not covered by this express limited warranty or insured by the warranty Insurer.

This warranty's provisions may not be changed by builder, seller, agent, or by any other person. If any provision of this warranty is found to be unenforceable, the remaining provisions will remain in full force and effect.

TRANSFERRING HOMEOWNER BUILDER'S EXPRESS LIMITED WARRANTY

If the original homeowner sells the home during the term of this express limited warranty, this warranty will not transfer to the next owner. This means all homeowner rights and obligations under this warranty, up to the remaining amount of the warranty limit, will not transfer to the buyer or any person who

otherwise obtains title to the home under warranty, including any mortgagee in possession, for the remaining term of the warranty.

This warranty is separate and not intended to replace or override any manufacturer's warranty. A manufacturer's warranty may not transfer to subsequent buyers, and it is best to research the manufacturer's warranty policy to gather any related information.

HOMEOWNER RESPONSIBILITIES UNDER THIS EXPRESS LIMITED WARRANTY

The Homeowner manages proper maintenance of their home, including maintaining Builder/Seller-set grades around the home, planting trees and shrubs at the proper distance from the home, and conforming to generally accepted landscape practices for the region. The builder is not responsible for problems that arise if the homeowner does not meet these responsibilities.

All new homes are constructed of dissimilar materials with different rates of expansion and contraction due to changes in temperature or humidity. The home will go through a period of settlement and movement and may experience some minor material shrinkage, cracking, and other normal and customary events. Examples include small cracks in drywall and paint; and separation where dissimilar materials meet each other — for example, where moldings meet sheetrock or where tile grout meets a sink. In most cases, paint and caulk is all that is necessary to conceal these types of blemishes that result from the natural expansion and contraction of construction material. Because these events are normal and customary, they are not a defect or structural defect covered by this express limited warranty.

ONE-YEAR limited WARRANTY PROGRAM

The one-year Limited Warranty is for the term of one-year or twelve months from the day of your closing date. This commitment applies only to the one-year workmanship and two-year systems warranty. We will try to match and replace the original choice of colors and materials, except where the homeowner custom-ordered the items. The Homebuilder or Pro Made Homes Warranty are not responsible for discontinued items, changes in dye lots, colors or patterns, or items ordered outside of the original construction, or normal wear and deterioration to covered defects. These are defined as defects in material and workmanship that are either part of the structure or are elements of the home as supplied by the builder at the date of closing.

It is important to acknowledge this is not an insurance policy or a maintenance agreement, this program is intended to set expectations of what the homeowner may expect from their one-year limited warranty.

This one-year Limited Warranty is further limited if the home is used as rental property or is not occupied by the original purchaser. We will only cover specific items for a rental property or non-owner occupied home clearly described in the "Rental or Non-Owner-Occupied Homes" section.

This Limited Warranty liability:

- Shall not exceed the purchase price paid by the original purchaser for the residence.
- Shall not extend to consequential damages such as bodily injury, damage to personal property or damage to real property which is not part of the residence.
- Actions taken by the builder to correct a defect(s) shall not extend the terms of this Limited Warranty.
- We warranty to the original owner of those components in your home as indicated by the express statements set out in the paragraphs labeled "WARRANTY" contained in this booklet.

EXCLUSIONS:

This one-year Limited Warranty excludes any loss or damage which is not a covered defect, including:

Loss or damage, which the homeowner has not taken prompt actions to minimize or prevent.

- Normal wear and tear.
- Failure by the Homeowner to give notice to the builder of any defects within a reasonable time.
- Loss or damage caused by or resulting indirectly from accidents, riots, theft, vandalism, falling objects, aircraft, explosions, military conflicts, force majeure, or acts related to events outside of human control, natural disaster, or any other circumstance that is deemed abnormal.
- Loss or damage to any real property which is not part of the home originally sold as stated in the closing documents and covered by this Limited Warranty.
- Any damage to the extent it is caused or made worse by negligence, improper maintenance, or improper operation by anyone other than the builder, its employees, agents, or subcontractors.
- Failure by the Homeowner or by anyone other than the builder, its employees, agents, or subcontractors to comply with the manufacturer warranty requirements of appliances, fixtures, and items of equipment.
- Dampness or condensation due to the failure of the Homeowner to maintain adequate ventilation.
- Changes of the grading or drainage of the ground by anyone other than the builder, its employees, agents, or subcontractors.
- Defects in outbuildings including, but not limited to detached garages and detached carports (except outbuildings which contain the plumbing, electrical, heating, cooling or ventilation systems serving the Home); site

located swimming pools and other recreational facilities; driveways; walkways; patios; boundary walls; retaining walls; bulkheads; fences; landscaping (including siding, seeding, shrubs, trees and plantings); erosion; of site improvements; or any other improvements not a part of the Home itself.

- Changes, alterations, or additions made to the home by anyone after the Limited Warranty Commencement date.
- Sprinkler systems installed so that they spray against the home.
- The use of a planter strip around the perimeter of your house is necessary. This will limit the amount of water put against your foundation.
- Any defect in, caused by, or resulting from materials or work supplied by anyone other than the builder, its employees, agents, or subcontractors.
- Loss or damage caused by or resulting from soil movement when compensation is provided by legislation, or which is covered by other insurance.
- Loss or damage caused by or resulting from abnormal loading on floors by the Homeowner, which exceeds design loads as mandated by codes.
- Loss or damage caused by termites, other insects, birds, vermin, rodents or other wild or domestic animals.
- Any conditions which do not result in actual damage to the home, including but not limited to uninhabitability or health risks due to the presence or consequence of electromagnetic fields, radon gas, formaldehyde, organic growth, or other pollutants and contaminants, or the presence of hazardous or toxic materials.
- Bodily injury or damage to personal property.
- Consequential damages, including, but not limited to, costs of shelter, food, transportation, moving and storage; any other expenses related to inconvenience or relocation during repairs to the home; and any diminution of the market value of the home.

RENTAL or NON-OWNER-OCCUPIED HOMES:

The one-year Limited Warranty DOES NOT apply to rental or non-owner-occupied homes except as listed below. These items will be covered by the builder for one year after the closing of the home to the original purchaser.

STRUCTURAL DEFECTS

Only Major Structural Defects (MSD) will be covered:

All the following conditions must be met to constitute a Major Structural Defect:

Actual physical damage to one or more of the load bearing segments of the home (see below), causing the failure of the specific major structural components, which affects its load-bearing function to the degree that it materially affects the physical safety of the occupants of the home.

Load-bearing components of the home considered to have MSD potential:

- Roof framing members (rafters and trusses)
- Floor framing members (joists and trusses)
- Bearing walls
- Columns
- Lintels (other than lintels supporting veneers)
- Girders
- Load bearing beams
- Foundation systems and footings

Examples of non-load bearing, non-structural elements that this Warranty WILL NOT cover are:

- Non-load bearing partitions and walls
- Wall tile or paper
- Plaster, laths, or drywall
- Flooring and sub-flooring material
- Brick, stucco, stone, or veneer
- Any type of exterior siding
- Roof shingles, sheathing, and tar paper
- Appliances, fixtures, or items of equipment
- Doors, trim, cabinets, hardware, insulation, paint, and stains

PLUMBING SYSTEM

The plumbing system is warrantied to be free of leaks for a period of one-year from the original date of closing.

ELETRICAL SYSTEM

The electrical system will be warrantied under the same terms as the one-year limited warranty.

HVAC SYSTEM

The HVAC system is under the same terms as the one-year limited warranty.

INTERIOR MAINTENANCE and WARRANTY COVERAGE

WOODWORK

Homeowner Maintenance

Wood is an organic building material and will expand and contract depending on the level of humidity in the air which can be caused by weather changes or other actions that can alter these levels. Wood may shrink under conditions of low humidity and expand when humidity is high. Although it is impossible to prevent this from happening, keeping the house at an even temperature and humidity may minimize the effect.

Warranty

Joints in moldings and joints between moldings and adjacent surfaces (door casings, miters, base to walls, casing to walls, chair rails to walls, etc.) should not have gaps exceeding 1/8-inch in width. Defective joints by this standard will be repaired during the warranty period. Using caulk is an acceptable repair. We will address areas needing caulk only one time during the warranty period.

Limitations

This warranty does not cover restoration of repaired areas to any condition other than to the original surface supplied to your home, including caulk or cracks less than 1/8-inch.

DOORS

Homeowner Maintenance

Doors can become sticky or temporarily warp when the exterior and interior temperature vary from each other. This is typically a seasonal issue. To prevent sticking, apply graphite spray to the tracks or jams as needed. Use graphite on door locks and avoid slamming doors.

Doors may have hinge-pin type door stops. It is a Homeowner maintenance item to regularly inspect the pins and ensure they are in proper placement. Caution should be taken to prevent the door from being opened too wide or with too much force which may cause damage to both the door stop and the door.

Warranty

Interior doors should be free from defects in materials and workmanship. We will repair or replace doors that become inoperable, have splits or cracks wider than 1/8-inch or that warp more than 1/4-inch, measured diagonally from corner to corner during the warranty period.

Some hairline splitting or cracking of door panels is normal if light is not visible through the door. If light is visible, the builder will fill the split and try to match the

paint or stain on the door one time within the warranty period; color matching is not guaranteed. Door panels may shrink and expand and may expose unpainted surfaces; this is considered normal.

Limitations

This warranty does not cover the repair or replacement of doors which warp less than 1/4-inch, measured diagonally from corner to corner. Glass door panels are not covered under this warranty.

DRYWALL

Homeowner Maintenance

The interior walls in your home are constructed with drywall over wood. Organic materials take approximately one year to dry out and settle. These materials expand and contract during this process. It is normal for this phenomenon to cause settlement cracks or nail pops. We recommend allowing the full cycle of this process to completion before trying to correct these items. Spackling or drywall mud from a hardware store can be used to fill these cracks or nail pops.

Warranty

Obvious defects such as delamination of tape or significant errors in texture or settlement cracks greater than 1/8-inch will be repaired. Slight defects are considered normal.

Limitations

This warranty does not cover minor settlement cracks 1/8-inch or less in width or any walls altered after original installation by the builder.

PAINT

Homeowner Maintenance

All painted surfaces of your home have been primed and finished with premium quality paints. Although the colors in your home should be uniform throughout, certain areas may have color or texture variations and tend to “flash” under certain lighting conditions. Such conditions are considered acceptable and are the result of touch-ups being done to the home.

Stained and varnished surfaces may have variations in color. Variation in pigmentation is expected.

Abrasives or solvent-based cleaners should never be used on surfaces painted, stained, or varnished, as this may cause the material to deteriorate.

Warranty

During the warranty period, natural interior finishes on woodwork should not crack, peel, flake, or otherwise deteriorate. One time only, these finishes will be touched-up to match the original color as closely as possible.

Limitations

This warranty does not cover areas that have obvious signs of water stains not caused by an active leak or any modified surface not completed by the builder. Areas that have been touched-up during construction are considered acceptable.

SUBFLOORS

Homeowner Maintenance

Expansion and contraction of wood, or where wood meets metal joist hangers can contribute to floor squeaks. A squeak-proof floor cannot be guaranteed. Weather conditions greatly affect the movement of organic material and can cause floor squeaks to appear or disappear as seasons change.

Warranty

One time only during the warranty period, reasonable efforts will be made to address floor squeaks or pops. Results cannot be guaranteed.

HARDWOOD FLOORING

Homeowner Maintenance

Just like any organic material, wood flooring is affected by relative humidity. This can cause the flooring to shrink and expand. Keeping the home at a consistent humidity level is recommended to ensure the longest life for your wood flooring. Using products not intended for wood floors, standing water, or dragging furniture and appliances across the floor can damage the finish of your wood flooring.

Warranty

Cracks in wood flooring or spaces between planks greater than 1/8-inch will be repaired during the warranty period. Acceptable repair can be wood fillers stained to match the existing floor as closely as possible. Color variations may occur.

Limitations

This Warranty does not cover shrinkage or expansion in wood flooring or between pieces of wood which are 1/8-inch or less in width. Squeaks from expansion and contraction are considered normal.

TILE FLOORS, SURROUNDS & BACKSPLASHES (CERAMIC, MARBLE, SLATE)

Homeowner Maintenance

Ceramic tile, marble, slate, or quarry tile floors may be installed in your home. Care should be taken to avoid dropping heavy objects on these surfaces as this may result in cracked or damaged tiles. As grout dries or during the settling process of your home, hairline cracks may develop in the grout between tiles. This is normal. We recommend filling these with grout. Grout can be found in most hardware

stores. We are happy to supply information about the color and type of grout used in your home. To prevent stains and increase the life of your stone or ceramic products, we recommend sealing all tile, slate, and marble surfaces.

Warranty

Cracks in the grout between stones or tiles greater than 1/8-inch, or stones and tiles that become loose not caused by a lack of maintenance by the homeowner will be repaired only once during the warranty period. A precise match cannot be guaranteed.

Limitations

This Warranty does not cover damaged, chipped, or nicked ceramic tiles not noted on the punch list, any damage throughout the home resulting from improper maintenance, hairline cracks less than 1/8-inch or less, or any separation in the grout or silicone which may occur between bathtub, counters, and ceramic tile.

CARPETING

Homeowner Maintenance

The width of carpeting is standard and quality installation requires seaming. We try to minimize and hide the seams as well as possible. Seams are more visible in smooth, even-pile carpeting than in shag carpeting, but they may fade over time. Sometimes your carpet may seem loose, but this is not due to installation errors. It may happen because of higher humidity. Carpet may have continuous or non-continuous fiber. Non-continuous fiber will fill up your vacuum bags for the first few times you vacuum. This is normal and not a flaw in the carpet.

To keep your carpet's beauty for longer, follow these tips. Use clean mats at all entrances to stop outside dirt from entering your home. Vacuum regularly. Have your carpet professionally cleaned with hot water every twelve (12) to eighteen (18) months to remove any dirt and residue that may damage your carpet over time. If you spill something or have an accident on your carpet, blot it right away with a damp, white towel to prevent stains. If your carpet gets stained by markers, call a professional to remove them.

Warranty

The warranty remedies wall-to-wall carpet in the home if it becomes loose, separated, or too stretched. This service is only available once during the Warranty period. The Warranty does not cover any difference between your carpet and the carpet sample, reasonably seen seams in the carpet, carpet that becomes reasonably loose due to humidity or normal use, or carpet that fades or stains from sunlight or any other material after you move in.

VINYL FLOORING

Homeowner Maintenance

To keep your vinyl floors looking new, mop them with a damp cloth and only use cleaning products recommended by the manufacturer. Avoid using anything abrasive or scouring pads that could dull the finish. Do not place sharp objects or furniture with small legs on the vinyl floors, they may cause dents or tears.

Be careful when installing heavy equipment such as refrigerators or other large appliances after closing, as they may damage the vinyl during installation. Vinyl is installed in standard size rolls and seamed together so some seam separations may occur over time.

Warranty

If the seams are wider than 1/8-inch within the warranty period, the builder will fix them. Only the section of flooring with the wide seam will be replaced, not the whole room. The builder will use the same vinyl as the original one if it is still available. The color may not match exactly due to different batches.

Limitations

This warranty does not cover dents, tears, or rips unless they were reported on the Punchlist Report

PLUMBING

Your new home has single lever faucets that rarely need maintenance. However, if they leak or drip, you may need to replace the washers. Do not close the faucets too hard, as this can damage the washers. Replacing washers is your responsibility as a homeowner.

Do not flush anything down your toilets that does not belong there, such as diapers, napkins, or foreign objects. Do not pour grease, oil, paint, or thinner into the garbage disposal or the drains.

Do not wear shoes in the bathtub or shower, as they can scratch the surface. Do not use plumbing fixtures for photographic or developing solutions, as they can cause permanent stains.

The garbage disposal, if you have one, has a circuit breaker that you can reset if it stops working. The reset button is usually on the bottom of the unit under the sink. Check this button before contacting the warranty team. Your garbage disposal may also have a wrench that you can use to clear any blockages. Read the owner's manual for instructions and safety tips on how to use this wrench or other tool. Your home has freeze-resistant exterior hose bibs (water faucets). Do not leave hoses attached to them in wintry weather. This can cause the water lines to freeze and burst and flood your basement or crawl space. Turn off these faucets completely in wintry weather to prevent frozen and broken pipes.

All pressurized pipes will be insulated. These are still susceptible to freezing in severely cold temperatures. Leaving faucets dripping in severe wintry weather will

aid in preventing pipes from freezing. Should they freeze, repairing insulated pipes is considered homeowner maintenance.

Warranty

The builder will fix any pipes that leak or break because of defective material or workmanship. If a leak happens outside of normal business hours, you need to shut off the main water supply right away to prevent more water damage. Call us on our 24-hour line if you have a leak emergency. This Warranty does not cover any faucets that leak or drip because of worn or bad washers, any visible defects that were not reported on the New Home Orientation Report, any whirlpool bath, garbage disposal, water heater, water softener or sump pump in your home (these items are covered and serviced by the maker, installer and/or other supplier), any hose bib pipes that break from freezing and any damage from freezing, any conditions that affect the water supply, stop the water supply, or make the pipes break or leak, any water damage from not turning off the main water supply when a leak happens, or any water on pipes or walls or floors from condensation.

Bathtubs: This warranty does not cover fiberglass bathtubs. If you need service, please contact the builder and we will help you contact the manufacturer.

APPLIANCES

Your appliances come with a limited warranty from the manufacturer. If you need help with making a warranty request or resolving an issue with the manufacturer, the warranty team is happy to help you.

WATER HEATER

Your water heater has a pressure relief valve that protects it from getting too hot or pressurized. If you see water coming out of the valve, do not panic. It is just doing its job. To keep your water heater clean and efficient, you should flush out the dirt and scale that build up in the tank every six (6) months. You can do this by attaching a hose to the connection at the bottom of the tank. We suggest you hire a licensed plumber for this task. If you have a gas water heater, the pilot light may go out sometimes due to low pressure or dirt in the gas line. To re-light it, follow the instructions from the manufacturer.

Warranty

The builder does not supply warranty or scheduling of warranty for water heaters. If you need service, please contact the builder and we will help you contact the manufacturer.

SEWER/SEPTIC SYSTEMS

You do not want your plumbing fixtures to get clogged, so be careful what you put in them. Do not flush things like sanitary napkins, disposable diapers or other material that does not belong there.

If the sewer lines or septic lines break under normal conditions within the warranty period, we will repair them. This Warranty does not cover the clogging of the sewer lines or the damage that may occur.

WELLS/PUBLIC OR PRIVATE WATER DISTRICT

Please refrain from adjusting the water pressure. It poses a serious risk to alter the water pressure beyond the current limits. A licensed plumber has set the pressure for any well systems and the Water District keeps a consistent pressure for their systems. If a sprinkler system is installed on a well system, the tank and pump may require an upgrade. Water pipes are covered from leaking within the Warranty period.

HEATING, AIR CONDITIONING AND VENTILATION

You may hear “ticking” or “cracking” sounds from the ductwork when the metal changes shape because of warm and frigid air. This is normal and is not covered by this warranty. If you hear a loud “booming” noise, either from the metal changing shape or from the ductwork moving against the floor or roof trusses, or if the ductwork comes apart, we will fix it. The forced air wall heater should heat up your room to 75 degrees Fahrenheit measured in the middle of the room at 5 feet above the floor. The temperature settings on the control are not exact and are not covered by this warranty.

This warranty does not cover the furnace, air conditioning and ventilation units themselves, including exhaust fans, or any problem caused by something other than how they were installed. These units have their own warranty and service from the manufacturer, installer and/or supplier.

ELECTRICAL

Homeowner Maintenance

Your home’s electrical system and wiring follow all relevant building and electrical codes. However, sometimes you may find a switch, an outlet or a circuit that is not working. Before you call the Customer Service Department, you should check for burned-out or loose bulbs, switches that are turned “on” for the circuit, reset buttons on the outlet or nearby outlets that are part of the same circuit, appliances that are faulty or overloaded, and circuit breakers that are “tripped” at the main service panel.

Your circuit breakers protect your electrical wiring from damage and are found on the main service panel. Unlike fuses, circuit breakers can be reset easily. When a problem occurs, the breaker will look like it is in between the “on” and “off” positions. To reset it, turn the breaker “off” first, then switch it back to “on”.

Ground Fault Interrupters (GFIs) are special breakers that control outlets in the bathroom(s), kitchen, garage and exterior as per approved electrical codes. These breakers are sensitive and can trip easily.

IMPORTANT: DO NOT PLUG FOOD FREEZERS OR REFRIGERATORS INTO A GFI OUTLET

Warranty

The builder will check and fix any wiring, receptacles, switches, and/or junctions that were originally installed in the home if the wiring and electrical system do not work properly under normal residential use, or the wiring and electrical system make circuit breakers trip often and regularly under normal conditions.

Limitations

This warranty does not apply to lighting fixtures that had defects not reported on the Punchlist walkthrough report, any changes, or additions to the electrical system by anyone other than the builder, and any electrical system failures caused by these changes or additions.

KITCHEN CABINETS AND BATHROOM VANITIES

Homeowner Maintenance

The cabinets in your home were finished at the factory and require proper maintenance as per the manufacturer's instructions. Please refrain from exceeding the weight capacity of the cabinets or exposing them to water. In case of a water leak, it is the homeowner's obligation to prevent water accumulation in the cabinet.

Warranty

The builder will replace or repair kitchen cabinet drawers, doors and other operating parts that malfunction under normal use. The builder will also repair or replace kitchen and vanity drawer fronts and/or doors that warp more than 1/4-inch. The builder will fix or replace doors, drawer fronts, rails and/or stiles that crack or split apart under normal use. The builder will warranty cabinets that detach more than 1/4-inch from the wall. The cabinet(s) will be reattached, as necessary.

Limitations

This Warranty does not apply to cabinet or vanity defects that were visible but not reported on the Punch list walkthrough report, normal wear, and tear, such as scratches, gouges and nicks, wood grains and variations due to wood species and natural wood characteristics, or water damage due to standing or pooling water.

COUNTERTOPS

Homeowner Maintenance

Your kitchen countertops can resist heat, but not too much heat. Do not put hot items directly on countertops. Always use trivets or hot pads with a heat-resistant material to protect the surface. Your countertops can resist scratches and will not crack or crease under normal use. However, they are not meant for cutting food or other items in your kitchen. Always use a cutting board when you need to cut something.

Do not use any cleaner that has abrasives, which may harm the surface.

Warranty

Your countertops are warranted to be free of defects in materials and workmanship within the warranty period.

We will fix joint separations wider than 1/16-inch and/or surface alignment differentials of more than 1/16-inch at deck-area joints. The repaired areas may have a slight difference in color or texture, but we will try to match them as closely as possible. We will also fix the delamination of laminate countertops within the Warranty period.

Limitations

This Warranty does not apply to defects that were visible but not reported on the Punchlist Walkthrough report, cracks, or gaps in caulk due to normal settling, or heat damage.

GLASS SHOWER DOORS

Warranty

The builder does not guarantee the glass shower door and tub enclosures against breakage, as they are made of tempered safety glass. The builder will adjust them for smooth operation, but the homeowner must upkeep joints with the proper caulk.

Limitations

Any scratches or material defects that were not reported during the New Home Orientation are not covered by this warranty.

WINDOWS

Homeowner Maintenance

You may remove the window screens in your home for cleaning and repair. The windows have drainage holes on the outside that may get clogged with dust or dirt when it is windy. Vacuum the tracks regularly to keep them clean.

Warranty

Any windows that do not work properly will be fixed or adjusted.

Condensation and frost may form on the inside of the windows when it's very cold or humid outside. The builder is not responsible for this unless it is caused by a faulty window or installation.

Limitations

This warranty does not cover broken glass or damaged screens.

SLIDING GLASS DOORS

Homeowner Maintenance

You can only lock the sliding glass doors from the inside. Keep the bottom tracks clean so they can slide easily.

Keep the screen doors closed to avoid walking into the glass doors by mistake.

Warranty

The sliding glass doors are guaranteed to work well and have no defects in materials and workmanship for the warranty period.

Limitations

The warranty does not cover broken glass. The sliding glass patio doors have tempered safety glass, which is less dangerous if it breaks, but also more fragile. This is required by the building code.

EXTERIOR MAINTENANCE and WARRANTY COVERAGE

FOUNDATION WALLS AND CONCRETE FLOORS

Homeowner Maintenance

Due to normal settling and temperature changes, cracks may develop in the foundation walls and basement and garage floors. These cracks can be filled with any commercially available caulk or grout suitable for this purpose.

Warranty

During the first year of the home's life, the builder will repair any cracks in the basement and garage floors that exceed 3/16-inch in width or vertical displacement. The builder will decide whether to grind, patch or replace the affected areas. The builder will also fill any cracks in the foundation walls that exceed 3/16-inch in width. The builder will repair any cracks that compromise the structural integrity of the home within the Warranty period.

Limitations

The warranty does not cover cracks in the basement and garage floors or the foundation walls that are 3/16-inch or less in width or vertical displacement.

Note: The builder may use various materials to repair the cracks or chips in concrete, and they may not match the original color precisely.

CRAWL SPACE

The crawl space beneath the floor has water lines and a plastic vapor barrier has been laid throughout. During periods of high precipitation, water may temporarily accumulate in the lowest areas of the home site, including the crawl space. If you experience excessive water or moisture in your crawl space, please contact us for help.

Warranty

We will assess each instance of soil-induced water accumulation in a crawl space for warranty eligibility on a case-by-case basis.

Limitations

This warranty does not cover Alterations to the original grade of the soil or Sprinklers that direct water into foundation vent wells or are situated too close to the structure.

ROOFS, GUTTERS, AND DOWNSPOUTS

Homeowner Maintenance

Your home has self-sealing fiberglass or asphalt shingles on the roof that stick together after being heated by the sun. If your home has gutters and downspouts, make sure they are clear of any tree branches, leaves, balls, or other objects that could block the water flow and cause leaks.

The vents and flues on the roof may need to be caulked from time to time due to normal shrinkage. If you don't do this, you may end up with leaks over time.

When it's very cold outside, snow may pile up on the roof and ice dams may form. The Homeowner handles preventing and/or removing ice dams.

Warranty

Roof or flashing leaks may happen in extreme weather conditions, but they shouldn't happen under normal conditions. The builder will fix or repair roof leaks that are caused by faulty material or workmanship within the warranty period.

The water level in the gutters should not be more than one inch when they are free of debris. There may be residual water in the gutter after a rainfall. This is not a defect in this warranty. If there is more than one inch of water in the gutters when they are not blocked, the builder will adjust the gutter to drain.

Limitations

This warranty does not cover ice dams caused by snow and ice accumulation on the roof, damage from winds over thirty (30) mph, failure to clear the gutters and downspouts of any blockages, such as tree branches, leaves, twigs, and toys, any structure or attachment that goes through the shingles and was not installed by the builder, failure to keep the vents and flues caulked, roof or shingle damage caused by extreme weather such as hail, tornados, thunderstorms, high winds or by people walking on the roof, or too much water from a roof line without gutters that has eroded the soil under the footing, concrete walks or driveways. Gutters and downspouts are not covered under this warranty unless installed by the builder before your closing date.

BUILDING EXTERIOR

Homeowner Maintenance

The builder chose aesthetically pleasing exterior siding materials that are easy to keep. A mix of masonry, wood, composite wood, and hardboard siding is used on the exterior of the home.

All painted surfaces are coated with either heavy bodied stains or paints. These painted or stained surfaces may fade over time depending on the original color while still supplying good protection. Paint may crack, peel, or check for reasons other than the paint quality or application method. Some wood grains may be more porous in spots causing fluctuation in the stain pigmentation. Exterior wood, including trim and battens, may shrink, crack, check or have sap pockets that may stain the paint. This is normal for any wood. Exterior caulk materials may also shrink or crack due to the building's movement.

You should regularly check and caulk the exterior as needed. If you have cedar decks and stairs, you may see cracking. This is normal too.

Panel siding is a high-quality engineered material that lasts as long as most wood sidings and holds paint better. However, you should know:

- It is not stiff and may look wavy when it is installed correctly. This is normal and not covered by the warranty.

Nails are driven by air nail guns and may not be at the same depth. The nails are placed according to the manufacturer's specifications.

Stucco: Minor hairline fractures in stucco siding are a common sight and not usually a cause for concern. The rigid, cementitious nature of stucco means it is prone to such superficial cracking, which typically doesn't indicate deeper structural problems. Where the stucco meets other materials, you might notice cracks or gaps due to the different rates at which these materials expand and contract—a perfectly ordinary occurrence. While you might be tempted to apply caulking or silicone to these junctions, it is not particularly beneficial and can increase the need for maintenance as the caulking will eventually crack. These types of repairs are generally considered part of regular homeowner maintenance.

Warranty

The masonry, wood and vinyl siding are warrantied to be free from defects in materials and workmanship during the Warranty period. The builder also warranties that the exterior paint and stain will not peel, chalk, crack, or chip during the one-year Warranty period, although fading is normal. If they do, the builder will repaint or re-stain the affected area to match the rest of the exterior as closely as possible. The builder does not warranty warping or cracking of exterior trim unless it is more than 1/8-inch wide. The builder will caulk these cracks once during the Warranty period as an acceptable repair.

Limitations

This warranty does not cover fading of exterior stains and paints, paint problems caused by factors other than faulty workmanship or materials, different stain absorption by different parts of the wood grain, shrinkage, cracking, checking and sap pockets in exterior wood that may stain the paint, exterior caulk, visible damage to the siding such as dents or scratches, style and color changes in the siding due to weathering, or slight waviness of panel siding.

GARAGE DOORS

Homeowner Maintenance

Your garage doors have rollers and torsion or exterior springs that make effortless operation. You should oil the lock mechanism, pulley, and rollers twice a year with light oil. To lock the door, press down on the lock plate to align the locking mechanism.

Warranty

The builder warrants that the garage doors are free from defects in materials and workmanship during the Warranty period.

Limitations

This warranty does not cover warping or sagging of the doors due to leaving them open for too long, damage to the door from opening it with the manual locking mechanism partially open, garage doors with electric garage door openers that were not installed by the builder's contracted installer, or water getting under the door.

CONCRETE WALKS, PATIOS, STEPS AND DRIVEWAY APPROACHES

Homeowner Maintenance

Concrete garages, driveways, walks, patios, or steps may crack over time due to temperature changes that make them expand and contract. This is normal. We have put control joints in the concrete to control where the cracks happen.

However, cracks may get worse because of severe frost, settlement, water drainage, or using salt and other chemicals to melt snow. If the porch and patio posts get loose or the patios and walks lift because of the temperature, you can shim and nail the trim at the bottom.

We strongly suggest that you seal your concrete.

Warranty

The builder warrants that the concrete surfaces will not break down so much that you can see large parts of the aggregate under normal weather conditions and use. If this happens to non-excluded concrete, the builder will fix or replace the concrete as needed during the Warranty period.

Limitations

This warranty does not cover cracks, scales, pits, or shifts in the concrete caused by temperature changes or settlement, damage caused by heavy vehicles like moving vans or delivery trucks, damage caused by salt or other chemicals, damage caused by the sub-grade material settling, erosion of sub-grade caused by too much water from roof lines without gutters or from gutter downspouts that erode the soil under walks or driveways.

Note: The builder may repair concrete with grouts, sealants, epoxies, or caulk compounds that work with concrete, and may not match the exact color.

ASPHALT DRIVEWAYS

Asphalt can last long if you take care of it. It may crack a little and get dented by sharp things like bike stands, ladders, or tire jacks, especially when it's hot. Gas and oil can make asphalt soft and break apart. You should seal your driveway with an asphalt sealer after ninety (90) days (about 3 months) but before one year to protect it.

Warranty

We will fix your driveway if it sinks and holds water more than 1-inch deep during the warranty period.

Limitations

This warranty does not cover small cracks from expansion, damage from heavy vehicles (ex. moving vans, delivery trucks), damage from sharp objects, gas, or oil spills, sinking that holds water less than 1-inch deep, or water from sprinklers, gutters or no gutters that washes away the soil under the asphalt and causing soil erosion or cracking.

LANDSCAPING

Homeowner Maintenance

Your lawn needs dedicated attention in the first year. Water, fertilize and trim it regularly. The first sixty (60) days of watering are especially important. Do not allow sprinklers to direct water onto your siding. Keep your siding dry. Before the chill of winter sets in, it is crucial to drain and winterize your sprinkler system. Utilizing your timer effectively can be a valuable tool to ensure efficient water usage. Always observe your local watering guidelines. The contact information for the landscaping company that initially worked on your property is usually located near the irrigation control panel in your home. When turning on the water in the springtime, be sure to open the valve as slowly as possible. This will help to avoid what is commonly referred to as the “Knocking Effect.” For optimal sod establishment and to handle the initial winter sprinkler blowout, it is recommended to retain the services of the original landscaping team. If you’re unable to locate their information or have questions on how to maintain the system, please do not hesitate to reach out, and a warranty representative will gladly provide support.

Note: Sprinkler heads generally have a filter built into them. The landscaping system will have a main intake filter directly after the irrigation control valve. Regular maintenance of the intake filter will ensure that the filters in the sprinkler heads will stay clear.

Limitations

This warranty does not cover grass, sod, or plants. Adjustment of sprinklers is the homeowner’s responsibility. If the system is winterized improperly, this can cause damage to the sprinkler system. Because of this, if a party other than the original landscaper winterizes the system, this will void the warranty on the sprinkler system.

HOMESITE GRADING

It is normal for the soil around the foundation, stoop, sidewalk, and yard to settle over time. The homeowner manages filling and grading any affected areas. We recommend using drywells for the gutter downspouts and low areas to manage groundwater. Some soil types have low permeability and do not absorb water easily.

Warranty

Water may accumulate or “pond” on the surface and that is normal. The builder will decide if any repairs are necessary for drainage issues. The builder will only evaluate the situation when the soil conditions allow.

Limitations

This warranty does not cover any areas that have been altered or regraded by anyone other than the builder, any settlement that may occur, drainage issues from drainage swells, sump-pump discharge, or frozen ground, or ponding/pooling that does not compromise the integrity of the home’s foundation.

MAINTENANCE TIPS

INDOOR

- To prevent nail pops, drywall cracks and floor squeaks, keep the home's temperature steady throughout the year. The builder will fix these issues ONCE at the 11-month service request. Homeowner will supply paint and builder cannot guarantee color matching.
- To avoid water damage, caulk the backsplash, sinks and tubs as needed. Shrinkage of caulk is normal. Fill in any gaps as soon as possible.
- For the refrigerator and washing machine hook-ups, use a licensed plumber to connect the water line.
- For the furnace/heat pumps, keep the heat at a constant temperature in winter and summer. Set the thermostat to no lower than 65 degrees in winter and no higher than 78 degrees in summer. Extreme temperature changes can affect the home's drying process.
- Change the furnace filter or clean the wall heaters every thirty (30) days.
- For the faucets, clean the aerator if it does not work well. It may be dirty rather than broken. Take it apart, clean it and put it back together.

EXTERIOR

- Sod, trees, and plants are not covered by warranty. Water the trees by hand, as lawn irrigation is not enough. For homes built in winter, water the sod when the temperature stays above freezing. If you use canal irrigation water for your sprinkler system, water by hand until the utility provider turns it on.
- When planting new trees and shrubs, keep them away from the foundation, patio, driveway, walk or septic fields.
- When covering areas with landscape rock, bark or similar material use a pervious membrane instead of an impervious one like plastic.
- Before digging for any reason such as sprinklers, landscaping or fences, call the local utility service. They will mark the underground utilities and electrical and phone lines to avoid cutting them.
- The install landscaper will help you adjust the sprinklers as a one-time curtesy.
- Keep the sprinklers off the siding.
- The front yard landscape warranty is void once you begin the installation of your backyard landscaping. This excludes fully landscaped yards provided by the builder.
- Have a professional blow out the irrigation lines before freezing weather.
- Water may pond/pool on the ground in certain areas because of the soil types and heavy rains. That's normal. The ground around the foundation, patios, sidewalk, and yard may sink and that's normal too. You must fill and level any sunken areas. Gutters can help with erosion and settling. Sod can help with water absorption.

- Concrete and Asphalt: The builder is not responsible for any erosion or damage to concrete from rain or harsh weather. You should add rain gutters to your home. Dry wells can help with high water areas. Don't use rock salt, calcium carbonate or deicer on concrete. Concrete slabs and foundations may crack and that's normal. 3/16-inch cracks are acceptable according to the National Association of Home Builders. Please seal concrete to prevent flaking, as flaking is not covered.
- Asphalt is not covered by the warranty. Homeowner oversees upkeep. Tree roots may break concrete and asphalt.
- Garage floor: To protect your concrete garage floor from fluids, we recommend using a suitable sealer.
- Decking, Front Porch and Wood Front Doors: Homeowner oversees upkeep of these items and stain/seal them every six (6) months.
- Garage Doors: This warranty does not cover garage door openers installed by anyone other than the contractor who installed the garage doors. Garage doors may leak at the sides; a garage door opener can help seal the contact area.
- Doors: Entry doors and garage doors have a rubber weather strip on the bottom that will wear down over time. Check the weather-stripping by closing the door and looking for light along the bottom of the door.
- Exterior Frost-Free Hose Bibs: Take off hoses from exterior hose bibs in winter before it gets below freezing. Freeze damage is not covered by warranty.
- Foundation Vents: Put foam blocks in wintry weather (when it's 20 degrees or lower) to keep water lines from freezing. Leave vents open at 20 degrees and above for more air flow.
- Roof: If there is ice or snow on the roof, you must remove it from the roof, gutters and around the siding.

ADDITIONAL CONSIDERATIONS

Fencing and Exterior Building Requirements: Before you build or change anything outside your home, ask your HOA or community director about the requirements and permits based on your community's CC&Rs.

Property Pin Locations: The builder has surveyed and marked your property pins with lath stakes that show where the metal rebar pins are in the ground. After the New Home Orientation, the builder will not help you find the property pins again and this is not covered by warranty.

Home Alterations: Before you start any new home project, check with your city for the rules on building permits to avoid fines or delays. Also, follow your CC&Rs, if you have them, for any new structures or home changes.

Emergencies: If you have an emergency like water/sewer leaking, HVAC not working, or electricity outage in your home, please call our emergency service number at 509-516-0111.

GENERAL TERMS AND CONDITIONS

Typically, multiple parties take part in a residential construction project, whether building a new home or remodeling an existing one. Each party has a specific responsibility to fulfill. The contract documents should supply a clear statement of the agreement between the contractor and the consumer. In addition to the specific provisions of any contract, the following general responsibilities should be noted:

Contractor: For this manual's purpose, the contractor is the entity named in the contract that has primary responsibility for completing the project. The contractor often employs others to aid in the project, known as subcontractors. In most cases, the contractor oversees all work assigned in the contract regardless of who performs the work. If the contractor is acting in a special role (for instance, as a construction manager), or the consumer selects others to work on the project outside the contractor's control, then the responsibility for evaluation and remedy of potential problems shall fall to other parties.

Consumer: The consumer is the buyer of the product or service named in the contract. As such, the responsibility of the consumer is carefully reviewing the contract to be the final product's expectations accurately. Once the consumer accepts the final project and moves into the home or occupies the newly renovated space, the consumer manages routine maintenance and upkeep.

Homes need a certain amount of care and maintenance, which is the consumer's

responsibility. Consumers should note that there are the guidelines held here, the contractor is not bound to make repairs to items that fall within the consumer's maintenance responsibilities.

Manufacturer: Manufacturer's warranty for multiple residential construction components that fall outside the scope of the contractor's responsibilities, such as but not limited to, kitchen appliances, furnaces, air conditioners, and lighting and plumbing fixtures. Certain types of siding, roofing, or flooring may also be covered by a manufacturer's warranty. If there is a warranty question with one of these components, the consumer should be aware that the contractor may not be responsible for the product's performance after installation. If a problem occurs, the consumer will need to contact the manufacturer or fabricator directly to have the problem evaluated and, if necessary, rectified unless otherwise specified in a contract. The contractor's responsibilities may end once the contractor supplies the information on contacting the manufacturer or fabricator unless otherwise specified in the contract.

There are conditions that require construction work to follow the prevailing building code. If a conflict arises between these guidelines and the prevailing building code, as a matter of law, the building code requirements may take precedence over these guidelines.

Taking Measurements

Homeowners can quickly assess whether certain ridges, cracks, gaps, lippage, or variations in levelness are within the Residential Construction Performance Guidelines recommended tolerances. In most cases, tolerances in these areas are less than one (1) inch. The edges of U.S. coins can be used to approximate measurements of variation as follows:

Dime = approximately 1/32-inch | Quarter = approximately 1/16-inch

Adapting a Carpenter's Level: to assess surface levelness, Homeowner can use either a 32-inch level or adapt a standard 4-foot fiberglass carpenter's level by removing 8-inches from each end.

PROVISIONS APPLICABLE TO DEFECT AND/OR STRUCTURAL DEFECT

The builder and/or seller shall have the choice to repair, replace or pay the homeowner the reasonable cost of repairing any defect. The warranty insurer shall have the choice to repair, replace or pay the homeowner the reasonable cost of repairing any structural defect. The design, method, and manner of such repair shall be within the builder and/or seller or warranty insurer's sole discretion, as applicable. After the repair, replacement, or payment for the repair of any defect or structural defect, homeowner must:

1. Assign to the builder and/or seller or warranty Insurer any rights homeowner may have against any other person with respect to the defect or structural

defect. Homeowners must not do anything to prejudice these rights of subrogation.

2. Sign and deliver a full and unconditional release of the builder, seller and/or warranty insurer, in recordable form, of all legal obligations with respect to the warranted items and conditions arising from those items.

Suppose an improvement, fixture, or property not constructed by the builder and/or seller is damaged or requires removal during homeowner's warranty repair. In that case, it is the homeowner's sole responsibility, and not the responsibility of the builder, seller and/or warranty insurer, to pay for the cost of repair or removal of such improvement, fixture, or property. No repair shall extend the term of this express limited warranty as to any defect or structural defect, including without limitation, the defect or structural defect that was the subject of the repair.

ACCESS TO HOMEOWNER HOME FOR INSPECTING AND MAKING REPAIRS

To fulfill the warranty responsibilities, the builder, seller and/or warranty insurer will need home access. In addition to the right to inspect the home, the builder, seller and/or warranty insurer shall have the right, in advance of any arbitration concerning the home, to re-inspect the home if the request for arbitration is made more than sixty (60) days after the last claim decision concerning the claim that is the subject of the arbitration.

THE LIMITS OF HOMEOWNER WARRANTY

Every time builder, seller and/or warranty insurer repairs, replaces, or pays homeowner a reasonable cost of repair of any defect or structural defect under this warranty, the amount of the cost incurred by builder, seller and/or warranty insurer is deducted from the Warranty Limit. When the Warranty Limit is exhausted, there is no longer warranty coverage for Homeowner's Home. A claim payment includes the cost to the builder, seller and/or warranty insurer of repairing a defect or structural defect in the home covered under this warranty.

MANUFACTURER'S WARRANTY

Contact the Homebuilder for more information on the manufacturers used on covered home.

EMERGENCY REPAIRS

An emergency means a substantial risk of serious physical damage to the home or a substantial risk of serious bodily injury to its occupants if a defect or structural defect is not repaired at once. In the case of a defect or structural defect, homeowner must contact the builder, seller agent, or warranty insurer at once for emergency repairs.

If Homeowner are unable to contact builder, seller or warranty insurer, the homeowner must:

1. Make minimal repairs necessary to secure defects.
2. Take any action necessary to limit more damage.
3. Report the emergency to the builder, seller agent or Pro Made Homes Warranty by the next business day.

Pro Made Homes Warranty **Emergency Line**, 509.516.0111

Except for authorized emergency repairs, do not repair or try to repair a claimed defect or structural defect before the builder, seller and/or warranty insurer have had an opportunity to inspect the defect or structural defect. Any attempt to repair a claimed defect or structural defect, other than an authorized emergency repair, will make it impossible to assess whether the Defect or structural defect was covered by this warranty, whether the repair was correct, cost-effective, necessary, and effective, or whether the problem could be resolved in another way. Unless an emergency defect or structural defect repair is authorized, the builder, seller and/or warranty insurer will have no responsibility to reimburse any costs due to repair, replacement, and expenses, including engineering and attorney's fees.

WORKMANSHIP AND SYSTEMS

Construction Performance Guidelines apply only to the one-year workmanship and two-year systems warranty. The Construction Performance Guidelines are standards that Builder/Seller's construction should meet. Noncompliance with these construction guidelines calls for corrective action by the Builder. The builder will try to match and replace the original choice of colors and materials, except where the homeowner custom-ordered the items. The builder is not responsible for discontinued items, changes in dye lots, colors or patterns, or items ordered outside of the original construction, or normal wear and deterioration.

It is virtually impossible to develop Construction Performance Guidelines for each possible deficiency. Therefore, the construction industry and Pro Made Homes Warranty have tried to identify the most common physical damage deficiencies that occur and who shall handle the guideline. The guidelines found in the most current publication of Residential Construction Performance Guidelines - Contractor Reference, National Association of Home Builders (NAHB), will apply. Copies of this publication may be specially ordered through most book retailers or bought directly from the NAHB bookstore by calling 1.800.223.2665. The NAHB bookstore may be available at BuilderBooks.com. If an item is not covered in that publication, the construction industry's locally accepted trade practices will be used.

THE EFFECT OF THIS WARRANTY ON HOMEOWNER LEGAL RIGHTS

To the fullest extent permissible by applicable law, the homeowner accepts this express limited warranty provided in this booklet as the homeowner's sole and exclusive warranty for material defects and structural defects. All other implied warranties, including, but not limited to, oral or written statements or representations made by any person(s) or any implied warranty of habitability, merchantability, or fitness, are disclaimed by any person(s) and waived by homeowner to the extent possible under the laws of the state of Washington. The homeowner may have other remedies as provided under the law of the state of Washington or county that has jurisdiction of the residence.

To speed up the resolution of any, and all claims, disputes and controversies involving the homeowner, the builder, seller, and/or warranty insurer arising out of or otherwise relating to this warranty, or the Pro Made Homes Warranty Program shall be settled by binding arbitration pursuant to this self-executing arbitration agreement. Agreeing to arbitration means the homeowner waives all homeowner's right to a jury trial, class action or consolidation. The prevailing party shall be entitled to recover reasonable attorney's fees and costs incurred in enforcing this arbitration agreement.

ARBITRATION

The parties agree to make a good faith effort to resolve all other claims and disputes between builder and homeowner arising out of or relating to this Agreement or the breach thereof without necessitating litigation. As a condition precedent to any lawsuit, the homeowner must provide notice of any claim in writing to the builder and provide the builder a reasonable opportunity to correct or complete the work as specified in the warranty agreement. Either Party may then request mediation. The requesting party shall give written notice to the other party requesting mediation and the parties agree to use their best efforts to conduct the mediation within sixty (60) days of the notice. The parties will share the cost of mediation equally. If a dispute cannot be resolved directly between the parties, it shall be settled by pursuant to the Superior Court Civil Arbitration Rules (SCCAR) and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Both parties waive their right to file any appeal for trial de novo in Superior Court and specifically agree to accept the arbitrator's award as final and binding. In the event the parties cannot agree on an arbitrator, an arbitrator shall be appointed by the Superior Court of Benton County, Washington pursuant to RCW Ch. 7.04. Arbitration shall be commenced by serving a written demand for arbitration on the other party to this agreement within a reasonable time after the accrual of the claim and/or dispute on which arbitration is demanded, and in no event shall an arbitration demand be made after the date when the institution of legal or equitable proceedings based on any such claim or dispute would be barred by the applicable statute of limitations and/or statute of repose. The venue for the hearing shall be in Benton County, state of Washington. The arbitration hearing shall be scheduled as soon as practicable and shall be completed within one hundred twenty (120) days of the date of the written arbitration demand, unless both builder and homeowner agree to extend the one hundred twenty (120) day deadline. The arbitration hearing shall be conducted in accordance with the State of Washington Superior Court Civil Rules and Evidence Rules unless builder and homeowner otherwise agree. The arbitrator shall award the prevailing party its reasonable attorneys' fees and costs. The award rendered by the arbitrator shall be final and binding on the parties. Judgment may be entered upon the award in accordance with applicable law in any court of competent jurisdiction.

DISPUTES CONCERNING THE APPLICATION OF THIS ARBITRATION AGREEMENT

The Federal Arbitration Act (9 U.S.C. § 1 et seq., ("FAA")) shall govern the meaning and enforceability of this arbitration agreement to the exclusion of any state law relating to the meaning or enforceability of arbitration clauses or agreements. Any disputes concerning the interpretation or enforceability of this arbitration agreement, including without limitation, its revocability or voidability for any cause, the scope of arbitrable issues, and any defense based upon waiver, estoppel, or laches, shall be decided by the parties' appointed arbitrator.

COST OF ARBITRATION

All administrative fees of the arbitration service and fees of the arbitrator shall be equally distributed among the arbitrating parties, subject to the discretion of the arbitrator to reallocate such fees as warranted under the substantive law governing the parties' controversy.

AUTHORITY OF ARBITRATOR

The arbitrator shall not have the power to commit errors of law or legal reasoning. Thus, with regard to the tort, contract, statutory, or equitable dispute arising out of or otherwise relating to this warranty or the Pro Made Homes Warranty Program, the arbitrator shall render an award in accordance with the substantive law governing the claims, disputes and/or controversies being prosecuted by the claimant. Specifically, the arbitrator has authority to award all relief that would otherwise be available in a judicial forum to the claimant or respondent if the parties' controversy were litigated in court rather than in an arbitral proceeding.

NOTES



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