

HOMEOWNER'S HANDBOOK





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

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

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

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

Contract Signing

Now that you decided to build with Hodorowski Homes, your Sales Coordinator will construct the contract based on the particular site you choose to build at, with the house model you have selected. Any changes or additions will be incorporated into the contract with a structural Change Order. After the contract is signed and approved, Appliance, Cabinet and Selection Appointments can be made.

Change Orders

A Change Order is a documented change, be it a credit or upgrade, to the standard features and house model you have agreed to build in the initial contract agreement.

All Change Orders are to be handled through your Sales/Selections Coordinators and Cabinet/Appliance Vendors. Change Orders are not considered accepted until signed by both the Customer and Builder. The work on a Change Order will not be completed until it is signed by the Customer and processed through the Builder's office.

Any Change Order not returned or not signed will be considered void, and the home will be built per the original specifications. Customers will receive numbered copies of signed Change Orders throughout the process, and should notify the Sales Coordinator if any are missing, or items are noted inaccurately.

Black Line and Blue Print Drawings

Changes can be made to the house model you have chosen. Your Sales Coordinator will review all structural modifications with you, along with pricing. You will be given updated progress, or Black Line drawings as a result of any changes you wish to make to the house. When you have approved those changes and signed structural Change Order(s), we will proceed to final Blue Print drawings.

Blue Prints are more detailed and dimensioned than Black Line/progress drawings. Once the final Blue Print drawings are reviewed with the Sales Coordinator and signed by the Customer, they are the drawings the team will build off of. They are also the drawings that are turned into the municipality to obtain a building permit.

The signed Blue Prints override any prior Black Lines or marketing drawings from the contract.

- Any modifications requested after the Black Lines, but before Blue Prints are signed, will incur an automatic \$500 administration fee, plus the cost of the change. If a structural change is made after the Blue Prints are completed/signed there will be an automatic \$1000.00 blueprint fee plus the cost of the change.

Black Line and Blue Print Drawings (Cont.)

- **Structural Change:** A structural change is any modification to the homes original floor plan or elevation, i.e. adding square footage, windows, doors, moving walls, adding stone. Non-structural changes that can be decided when working with the Selections Coordinator are finish items, such as adding hardwood floors or ceramic tile.

It is recommended that Black Line drawings reflecting final structural changes are complete before appointments with the cabinet vendor and Selections Coordinator are made.

Selections and Final Paperwork (FPW)

Selections refer to the material finishes we'll use to complete your home. Siding colors, exterior stone, hardwood flooring, door knobs, carpet and the like are all items you will decide upon at our Selections Center. The end result of a meeting or two will be the Final Paperwork (FPW), which is the compilation of finish selections made. Once signed, our team will then begin quantifying and ordering those materials for your home.

You may want to upgrade items in this process. Any additions or credits will be documented on a Change Order with the Selections Coordinator.

Any changes to Final Paperwork (FPW) home selections are complete are on an "If Possible" basis and will incur a \$350.00 administrative charge when submitted (5) five days after FPW Selections are signed. A house is considered to be "In Production" at the time of FPW and the Builder reserves the right to refuse Change Orders after this time. Late Change Orders may delay your closing.

Home Site, Placement of the Home and Plot Plans

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

- Municipality Requirements for Set-back and Side-yards
- Soil Conditions and Topography
- House Style
- Drainage
- Easements
- Driveway Gradient
- Curbing
- Garage Floor Elevation
- Utility Placement

Placement can affect how far the house must sit back from the road, the house elevation and determination of what side the garage will be on. We can note your preference for garage handing, and will try to accommodate your request. Please note that topography of the land and road elevation may change the garage hand despite your preference. ***In all matters pertaining to the home setting the Builder has sole discretion and responsibility.***

Home Site, Placement of the Home and Plot Plans (Cont.)

Local building departments require a detailed location plan or a *plot plan* noting the position of the house on a lot. We will build your home according to an approved plot plan; you will have the opportunity to review this plan before submission. As the Builder we must follow that plan to ensure that the home is situated correctly. Home setting is a critical issue and we have a responsibility to set your home professionally.

The Builder will make every effort to set your home so that as many trees as are practical can be preserved for the sake of the environment and for your enjoyment.

We will make efforts not to place more than (2) of the same model homes next to one another and not place (2) two homes of the same siding color next to one another.

Site Preparation, Grading and Tree Clearing

All lots will be cleared, graded and hydro-seeded, to include the front yard, a maximum of 15' from the sides of the house and 30' from the rear of the house. Any areas disturbed by Hodorowski Homes beyond the extents listed, will be repaired and hand-seeded.

All lots will be filled and graded (with a bulldozer) using clean fill material. Additional fill will be used only if necessary, to accomplish proper grade. If additional material is requested to fill or flatten an area, it will be at an additional expense to the Customer.

Additional tree clearing and grading will be at the Builder's discretion, for ease of construction. Every effort will be made to remove as few trees as possible in order to preserve the natural beauty of the neighborhood. Tree stumps within the building foot print will be removed; stumps beyond the building foot print from trees cut down may be cut to grade and covered over. Please note that no trees or shrubs either existing or new are warranted for any reason.

Consult your Sales Coordinator for pricing for the pricing of additional tree clearing, grading or hydro-seeding beyond the above limits. Such pricing needs to be requested early in the process during foundation/framing. Any requests made too late in the production process may not be possible.

Sod: For the sites that receive a sod front yard as part of the standard package – the remaining extents will be graded and seeded as outlined in Paragraph 1 above.

SWPPP (Storm Water Pollution Prevention Plan)

Every subdivision is required to have an engineered Storm Water Pollution Prevention Plan (SWPPP) in place to address the run-off into public systems or infrastructure. Once you take possession of your new home, you will be responsible to adhere to the SWPPP, until the SWPPP permit is closed.

Customer Inspections

Hodorowski Homes, LLC has established (3) three critical inspection points throughout the building process, where you will have an opportunity to meet on site and see the progress of your new home, first hand.

The first is the *Pre-Construction* meeting. At this time your final blueprint will be reviewed and signed. Your house location will be staked out on your lot and elevations, grades and clearing extents will be reviewed. Grading may change after this point, based on site conditions such as steep topography, encountering rock or a high water-table. At this time, we will review the construction process and a general construction schedule as well.

The second inspection is the *Framing Walk Through or Mechanical Walk*. This inspection is conducted prior to sheet rock and mechanical installations. At this time the house will be framed and your lot graded to approximately 80% completion. Most final grading swales, cut or fills and elevations will be established and only the final finish grade will be required after this point. The Site Supervisor will review your home with you and show you the mechanical and cabinet layouts as well as answer any questions you may have. An electrician will be present for an in-depth electrical walk through, placing fixtures and switches. Most importantly, this walk is your opportunity to inspect the home to ensure that it meets your expectations.

Lastly, all Customers will have a *Final Homeowner Orientation (see Section II below)*. At this time, the Site Supervisor will take the primary purchasers through our inspection process. The areas covered at this meeting are your new home orientation, inspection, maintenance review and establishing a final Punch List.

- Closing Inspection/Punch List: All items not up to industry standards of quality will be listed for correction. It is the Builder's responsibility to correct these items in a timely manner. A second inspection will be scheduled prior to closing to sign-off on all completed items. No additional Punch List items list will be accepted between the Final Homeowner Orientation and closing.
- Back Order List: There may be some items that cannot be completed due to the weather or back ordered material. This list will be monitored and completed with the help of the Hodorowski Service Department, as some items require access to your home.
- Back Ordered items are scheduled based on subcontractor availability and field conditions, and will take into account customer requests if at all possible.

For timely, safe and productive inspections, we ask that **only the Purchasers attend**.

Please note that homes under construction contain many potential hazards and are not suitable for children. Each house is posted 'Private Property', and any unauthorized visits outside of these walks are considered trespassing. Know that any unsupervised visitation onsite will be in violation of the purchase contract and may cause construction to cease.

Construction Site Safety

Due to personal safety and liability concerns Customers may not visit any home under construction at any time, except when accompanied by a Builder representative. (See Customer Inspections, above)

To visit your home during construction, for a visit outside of the three inspections, please make arrangements with your Sales Coordinator so they can accompany you. Arrangements must be made outside of open-house hours. No Customer is allowed to visit a home until it is deemed safe by the Builder and you are accompanied by a Builder representative. All stairs and railings must be installed, the roof on, and construction debris cleared.

The Builder reserves the right to stop production on your home if repeated, unauthorized visits to the home persist.

Construction Schedule

When you sign your contract, the Sales Coordinator will refer to a long-range schedule and give you an approximate delivery date.

Construction time varies depending on the size of your home, the area of the region you are building in, and other circumstances such as weather. We will inform you of your Target Completion Date in writing once the schedule is set. This date is established after your house is framed and prior to the Mechanical Walk-Through.

The final delivery date of your home is subject to change due to variables such as weather, utility companies and material availability. We strongly suggest that you allow yourself flexibility with regard to the date that you have to be out of your current residence. **DO NOT lock into a mortgage until you receive Target Completion Letter.** Your Site Coordinator will keep you up to date on the progress of your home. Allow a minimum of two weeks beyond the Target Date for anything outside of Hodorowski Homes' control (i.e. bank inspection, attorney coordination, etc.)

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

Permits, Grading and Effects on Schedule

Building permits are submitted as soon as the Customer approves Blue Print drawings. Be advised that some municipalities take up to 8-weeks or longer to review and approve building permits.

Altering lot grading from the approved subdivision map may require additional approval from municipalities. Awaiting review and approval typically adds time to the production schedule and effectively moves the completion date out.

Permits, Grading and Effects on Schedule (Cont.)

Any home-sites requiring a septic system must have the system installed before frost penetrates the ground. Winter or unseasonably cold conditions may hold off the start or completion of a home with a septic system.

Construction Methods

All floor plans are considered approximate and on-site, real-time changes may need to be made by the Builder, typically to accommodate field conditions or Customer design alterations made in black line process. If a change significantly affects your overall square footage or completion date, you will be consulted.

Construction and application styles may vary from one site or subcontractor to another, while still maintaining the high quality of construction indicative of the Builder and in compliance with applicable building codes.

Products used may vary slightly by design or manufacturer based on the subcontractor performing the work or availability. If you have questions about a product seen in one house or site as compared to another, please consult your Sales Coordinator prior to start of construction.

Furnace and Hot Water Heater Placement in the basement is determined by the HVAC/Plumbing experts; they are always placed to offer the most efficient distribution of heated and cooled air, as well as water. Most model homes will have it placed in a central location, behind the stairwell. They cannot be repositioned.

Customer Communications and the Sales Coordinator

Questions must be directed through your Sales or Selections Coordinator, not the on-site Hodorowski Homes Supervisor. Your Site Coordinator's primary function is to serve as a liaison between you and the Builder. This practice will ensure an accurate and timely response from the Builder. Questions and answers not directed through the Sales or Selections Coordinator may not be honored.

Your Sales Coordinator meets with the Builder and Site Supervisor each week to discuss your home. At this time, he/she will get appropriate answers to your questions and discuss them with you.

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

Substitutions and Credits

Substitutions: If the Builder is unable to procure certain standard items due to outside variables, we reserve the right to substitute product of equal or greater value. The Builder will solely make this determination in the best interest of the Customer and construction timeliness.

Substitutions and Credits (Cont.)

Credits: The Builder will not give monetary credit for kitchens, lighting fixtures or flooring materials. For ease and timeliness of construction all Customers must select from the Builder's selection.

Lighting

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

Appliances

The installation of Builder-supplied appliances listed in your Standard Features is included in the price of your new home.

Appliances supplied by the Customer must be installed after final closing. No exceptions are made due to the risk of loss, damage, or injury, by an agent of the Builder or someone not affiliated with the Builder.

Installation charges apply for specialty items such as vented hoods, oversized ducts, make-up air, gas/water/electric lines to additional refrigerators, wall ovens, etc.

Closing

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

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

Utility Obligations

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

II. Final Homeowner Orientation - Maintenance

Inspecting your New Home

Your home is nearly complete! Before taking possession, we'll be performing a thorough inspection and complete orientation to familiarize you with all equipment and systems within. This inspection will be led by the Hodorowski Site Supervisor, who ran the construction of your new home, and knows it intimately.

We will also review the Homeowner maintenance responsibilities, as well as perform a quality control inspection of the home. As with all inspections and walks, this is only for you, the Purchasers to attend. Any items that are incomplete or not up to industry standards of quality and workmanship, will be listed for correction and a separate Closing Inspection/Punch List.

Service (After Closing)

Going forward, you will contact the **Hodorowski Homes Service Department** to address any service issues. This department will have your final Punch Out and Back Order lists on file as well.

All issues can be addressed via email or phone. A 24-hour service number is available through the extension below, for after-hour emergencies.

Service@hodorowskigroup.com

(518) 356-1435 ext. 127

For other resources, and information on product warranty, care, and subcontractor contacts, refer to the Homeowner Warranty Tab on our website.

<http://www.hodorowskihomes.com/homeowner-warranty.cfm>

Lawn Care and Maintenance

Your new lawn is considered a 'starter lawn', and will require regular maintenance on your part. The care and maintenance of this 'starter lawn,' is the sole responsibility of you, the Homeowner, once you take possession of your home.

Hodorowski Homes does not warranty any aspect of the lawn, including seeding, washouts from rain, homeowner installed gutters, settling of the ground, wind, wind-driven water or any Act of God that adversely affects your lawn or it's germination. Because the weather cannot be predicted with 100% certainty, we do not warrant the time and day of your hydro-seed installation. Our installer is conscious of weather forecasts, and will use best judgement when installing your hydroseed.

Watering should begin as soon as hydroseed is applied. For the first week, water 3-4 times per day, at 10 minutes per zone. Once the grass is visible, reduce watering to 2 times per day; once in the morning, and once in the evening for 15 minutes per zone.

Fertilization of your lawn is recommended a month after the lawn is seeded. After the initial fertilization, apply once per month, until late October, or first frost. Do not apply a weed-killer to your starter lawn for the first year.

Lawn Care and Maintenance (Cont.)

Begin mowing when grass is at least 3 inches high. Be sure that your mower blade is sharp so that the grass is cut and not torn and mow your lawn weekly to a height of 2 inches minimum (3 inches during hot, dry weather).

Landscape Care and Watering

Each Hodorowski Home comes with a landscaping package, that you the Homeowner must care for and maintain.

For the first 2 weeks after planting, water your plants each morning. Shrubs should receive 1-2 gallons per watering, per day, while trees can handle 5 gallons.

In the third and fourth weeks, you can reduce the watering to 3-4 times per week. If you have clay soil, water often, but in smaller amounts being careful not to drown the plants due to the poor drainage. If the clay soil under the mulch is wet, there is no need to add more water.

In the cases of extreme heat, an additional watering at sunset is recommended.

During the first season of care, it is always best to hand-water each plant 2-3 times lightly, for 3-seconds, allowing the water to soak in. It is not recommended to rely on a sprinkler system to water your plantings during the first season.

Sidewalks, Concrete and Driveways

There are a few things that you should do, or be aware of in the care of your home's sidewalk, concrete slabs (porch, garage, basement) and driveway.

The Builder has installed control joints in all of the concrete pours in your home. These joints are designed to control cracking in a concrete surface along predictable stress points. Despite such measures, minor cracks and fissures are a normal and often unavoidable condition of concrete, that primarily occurring during the curing process. If cracks are of a serious nature, meaning more than a 1/4", or heaving occurs, then a representative of the Builder will come out to inspect.

Salt and De-icing chemicals cause pitting on concrete surfaces. Although you may not apply such chemicals directly, they can be tracked onto the surface by outside conditions on your vehicles. The Builder is not responsible for pitting in the concrete caused by such conditions.

Asphalt binder course driveways and walkways may show settling around the edges, at the road and near the garage opening. This is a normal occurrence and are not warranted by the Builder.

- Sweep snow and water off of your garage concrete slab
- Apply a concrete sealer available in any home store
- Apply sealer or top coat to improve durability and appearance of asphalt binder course
- Apply a top or finish coat to the binder course, after the roads in your site are complete

III. 6-Month Service Visit

The primary purpose of the complimentary, one time, service visit is to inspect and/or repair any warranty defects, scheduled 6-months after final settlement. The visit is not an opportunity to develop a second *punch list*, instead, it provides a convenient time to service warranty items. Our Service Coordinator will review your list. If an item is not covered, or requires the service of a subcontractor, you will be notified via email after the service call.

Scheduling/Work Orders

2-3 weeks prior to your 6-month anniversary date, the Service Coordinator will reach out to schedule a Pre-Walk as well as a Follow Up visit. The Pre-Walk is performed by our Service Technician to assess the list of items, inspect and order materials and supplies for the Follow Up visit.

If there are repairs that require the need for a Subcontractor, a Work Order will be created and tracked by the Service Department. Outstanding Work Orders are followed up on a weekly basis until completed. It is not uncommon for a Subcontractor to schedule work directly with you, the Homeowner. (See the List of Installers and Subcontractors in Section V.)

What Work is Done

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

INSPECT: all items on the service request list.

REPAIR: legitimate warranty items.

*No Painting is done on this visit

Preparing for Our Visit(s)

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

IV. New Home Limited Warranty

Your New Home Limited Warranty will go into effect after final settlement.

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

Warranty Service

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

1. Written notice must be submitted to our office via email to:
service@hodorowskigroup.com
2. Only **EMERGENCY** situations will be handled over the phone followed by a written warranty claim. (See next paragraph for definition of emergency.)
3. Upon receipt, an inspection will be scheduled. **All non-emergency service issues are may take up to 24-48 hours for a response.**
4. After the inspection, service work will be scheduled based on the terms of the New Home Limited Warranty.
5. It is required that an adult be home when we arrive. The person present must also have authority to sign our *work order* acknowledging that we were present and work was performed.

Emergencies

An Emergency would include severe plumbing problems, severe roof leaks, loss of heat during cold weather, hazardous electrical problems, appliances not working properly, or any problem that endanger the occupants. We require written documentation in order to best protect the Homeowner's rights and Builder's interest in providing timely and efficient service.

IN CASE OF AN AFTER-HOURS EMERGENCY CALL (518) 356-1435 ext. 127 AND FOLLOW PROMPTS An EMERGENCY

V. Hodorowski Homes Installers and Sub Contractors

Appliances

Marcella's – (518) 381-1666 jmarcellaservice@gmail.com

Bathroom Accessories

Niskayuna Glass – (518) 370-1600 lynn@niskayunaglass.com

Cabinets

Builder's Kitchens – (518) 438-0323 andy.nolan@builderskitchens.com

Bellevue Builders Kitchens – (518) 355-7190 valerie.chippa@bellevuebuilders.com;
vicki.mcqueeney@bellevuebuilders.com

Electrical

M.A.D. Electric - (518) 385-3486 madelectric@nycap.rr.com

Kirkland Electric – (518) 866-1557

Flooring and Carpeting

David Louis Floor Covering – (518) 370-0243 danielle@davidlouis.com

Garage Door

Lill Overhead Door – (518) 434-3404 joelill@nycap.rr.com

Granite & Tile

Hudson Valley Tile/Albany Marble – (518) 489-8989 albanymarble@aol.com

HVAC (Heating, Ventilation, Air Conditioning)

Appolo Heating – (518) 355-0433

JPH Mechanical – (518) 356-1435 x147 lisa@hodorowskigroup.com

Hydroseed

Orsini Landscaping - (518) 469-9128 morsini@orsinilandscaping.com

Landscaping

H.U.R.B. Landscaping, Inc. – (518) 464-5030 rachel@hurblandscaping.com

Painter

Town & Country Painting – (518) 383-4263 tcpaintinginc@aol.com

Northeast Paint Werks – (518) 542-1931 asommer@hotmail.com

Plumbing

A & T Plumbing – (518) 858-0356 hoyt2001@aol.com

Bass Plumbing – (518) 459-1835 service@bassplumbing.net

List of Subcontractors (Cont.)

Security

Hart Alarm – (518) 272-2007 info@hartalarm.com

Siding

Albany EJC - (518) 376-4615 rich@albanyenterprises.com

Lawn Irrigation

All Green Sprinklers – (518) 858-4560 Brittney@aglawnsprinklers.com

Stairs

AW Hamel - (518) 346-3031 hamelsr@nycap.rr.com

Roofing Installation

Ultimate Roofing – (518) 888-7663 ultimate8886@gmail.com

VI. Polices and Forms from Sales Contract

Hodorowski Homes, LLC ***Definition of a Change Order (Form from Contract)***

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

By signing, you understand the above:

Name

Date

EXAMPLE

Name

Date

Hodorowski Homes, LLC
Site Construction Safety Policy (Form from Contract)

Customer _____	EXAMPLE		
Site _____	Lot _____	Address _____	

Dear Customer;

1. Due to personal safety and liability concerns customers may not visit any home under construction unless unaccompanied by the Builders' Sales Coordinator. When onsite unaccompanied by Builder's Sales Coordinator you, the customer, are not covered by our Insurance Policy.

2. To visit your home, during construction please make arrangements with your Sales Coordinator so they can accompany you. Arrangements must be made during non-open house hours. No customer is allowed to visit a home until it is deemed safe by the Builder and you are accompanied by a Builder's Sales Coordinator. All stairs and railings must be installed, the roof on, and construction debris cleared.

3. Communicate through your Sales Coordinator, ONLY (not the HH Site Supervisor)
 - The Hodorowski Homes Site Supervisors' jobs are to build homes, maintain sites and meet our build schedules. Their employment contract prohibits direct contact with customers except at scheduled meetings when a Hodorowski Homes' Sales Coordinator is present.
 - No change to the home will be performed by a Hodorowski Homes' Site Supervisor unless he/she has a fully executed Change Order given to them from the Hodorowski Homes home office.
 - To not adhere to this policy is a breach of contract; and Hodorowski Homes, LLC will immediately halt further construction until the policy is adhered to and, if necessary, will consider taking legal action. We thank you in advance for adhering to this policy.

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

By _____
HOMEOWNER

By _____
HOMEOWNER

FOR YOUR SAFETY THERE ARE NO EXCEPTIONS TO THIS POLICY

Hodorowski Homes, LLC
Asphalt Binder Driveway (Form from Contract)

Customer _____	EXAMPLE	
Site _____	Lot _____	Address _____

Dear Homeowner;

Dear Customer;

You will receive a professionally installed asphalt, binder-coat driveway as part of the Included Amenities included in your contract.

This driveway will consist of a durable, asphalt, type-3 binder course, as represented on the Plot Plan. This binder course will be as smooth as any other driveway with a slightly coarser look to it. With new construction there is always the possibility of settlement, unstable ground conditions, utility trenches, etc. This type-3 binder is a great way to weather these conditions, and will last for 2- 5 years. We recommend you seal the binder-course to extend the life even further. Should the driveway settle or starts to break-up at the road or garage opening, you can simply contract to put the top-course on, and have a solid, two-course paving job that will last for 15-20 years.

Also consider that the roads throughout your development may still need to have the top-course installed once the development is completed. This is also an opportune time to contract to have the second, top-course installed (by others).

BY _____	EXAMPLE	____/____/____
HOMEOWNER		
BY _____		____/____/____
HOMEOWNER		

THERE ARE NO EXCEPTIONS TO THIS POLICY

Hydro Seed Starter Lawn Agreement *(Form from Contract)*

You will receive a professionally installed hydro-seed starter lawn with all of the required ingredients for a good quality and long-lasting lawn as part of your Included Amenities.

Our planting season runs from approximately April 15th to November 15th, weather permitting. Because some banks may require an escrow if we do not install your lawn before final settlement, we will often install lawns during many different types of weather conditions.

Due to unpredictable weather in the Northeast, we add a \$500 fee to your Final Invoice, in order to apply hay in the front yard over the newly installed hydro-seed. While this may not completely prevent wash-outs, it will aid in the germination process of the seed. Typically, the first 2-weeks are the most critical for seed germination.

For spring back order installation, we try to complete lawns in order of closing dates. There are times, however, when the grading or wet conditions do not allow an adherence to that order. There can be final grading and seeding installations as late as July 31st, from spring back-orders.

To help you further understand our policy regarding lawns it is helpful to know how the policy was established. Our policy is based on the guidelines prescribed by the New York State mandated limited warranty paragraph 6(e). Our policy on lawns is as follows:

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

**Gutters are not included as part of your home package. During the period after hydro-seed installation, and before the 5-week germination period, a gutter down-spout will cause erosion. This erosion is not the responsibility of Hodorowski Homes to address. Please take the appropriate measures to prevent erosion in these areas. A suggested method is to temporarily attach a black, plastic flexible pipe to the end of the down-spout, and run it to the road.*

***A sod option is available to you, and can be priced by your Site Coordinator. While sod requires proper watering and maintenance, many of the washout issues listed above can be avoided with the installation of sod.*

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

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

By _____
HOMEOWNER

By **EXAMPLE** _____
HOMEOWNER

THERE ARE NO EXCEPTIONS TO THIS POLICY

Air Tightness in Houses (*Form from Contract*)

The International Energy Code of 2015 requires homes to be thoroughly sealed of air gaps, requiring builders to achieve 3.0 air changes per hour, or less (R402.4.1.2). As a result of the increased air tightness in homes, you may observe condensation on windows, ducts, pipes or walls in the basement.

We install a Lennox Ventilation Control System (LVCS) in each home, as well as an exhaust fan on a timer, in a centrally located bathroom. We recommend running the LVCS per the manufacturer recommendations and schedule the exhaust fan to run regularly throughout the day. If issues persist, we suggest putting a dehumidification unit in the basement.

BY _____ / /
HOMEOWNER

BY _____ / /
HOMEOWNER

EXAMPLE

Make-Up Air for Exhaust Hoods *(Form from Contract)*

Section M1503.4 of the International Energy Code of 2015 requires Make-Up Air be brought in for Exhaust Hoods that exhaust more than, “400 cubic feet per minute (cfm).” Some larger ranges require such a hood, but most do not exceed this rate. Our appliance vendor can help to guide you in your choices.

If you elect to go with such a hood, know that there will be a \$550 charge to install the Make-Up air system.

Make-Up air is brought in, un-conditioned, from the outdoors into the duct system. In our Northeastern climate, this can mean cold air being drawn into the house certain times of the year. The code also requires a large cross section of duct to bring the air in, meaning, there may be a large duct somewhere on the exterior of the house. Hodorowski Homes and its subcontractors have little control over where that duct can be placed, and want to be sure our homebuyers are aware of the implications of choosing a range/exhaust hood that exceeds 400 cfm.

BY _____
HOMEOWNER

BY _____
HOMEOWNER

EXAMPLE

____/____/____

Crown Molding Upgrade (*Form from Contract*)

While crown molding is a great addition to your new Hodorowski home, it will require ongoing Homeowner maintenance on your part. Due to the extreme change of climate in the Northeast, items in new construction homes have a tendency to expand and contract. Such expansion and contraction can be especially visible in the crown molding. In the winter months, it may appear as gaps between lengths or at corners, during spring and summer, such gaps are likely to disappear.

Maintenance calls for just a few beads of painter's caulk to be added by the Homeowner. Hodorowski Homes caulks all crown molding at time of install. Re-caulking of crown molding is sole responsibility of Homeowner, and it will not be added to future service visits.

Address: _____

BY EXAMPLE _____ / /
HOMEOWNER

BY _____ / /
HOMEOWNER

'Bilco' Door
Basement Access Door Upgrade (*Form from Contract*)

If you have opted to install a Bilco (or equal) Basement Access Door in your new home, there are some things you should know. The installation process requires a large opening be left in the foundation of your home. Then the sloped metal door, with a pre-cast concrete unit is set into place, with proper drains, gaskets and anchoring, as defined by the door manufacturer.

While Hodorowski Homes meets all installation requirements, there still may be moisture that makes its way into this opening. A common misconception is the door is water-tight. It is not. There are gaps left purposefully in the sloped door itself, to ensure that condensation doesn't build up and cannot escape. There also may be small amounts of water that penetrate the gap between the foundation wall and the pre-cast unit. In most cases it will be noticed after a heavy rain or spring thaw, but should be enough to evaporate after a few dry days. Please notify our Service Department of anything beyond that.

Address: _____

BY _____ EXAMPLE _____/_____/_____
HOMEOWNER

BY _____ _____/_____/_____
HOMEOWNER

VII. Homeowner Maintenance

Air Conditioning Systems

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

Appliances

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

Asphalt Driveways (See Driveways)

Bathtubs, Ceramic Tile, Sinks, and Showers

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

Tip - Fill tub before applying new grout or caulk.

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

Cabinets

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

Concrete Floors

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

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

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

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

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

Condensation and Humidity

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

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

Circuit Breakers and Electrical Box

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

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

Countertops

Granite (natural stone)

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

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

Quartz

Cleaning

Regular cleaning should be done with a mild soap or detergent and a soft cloth. Make sure the soap is non-bleach and non-abrasive. Although stain resistant, Quartz countertops are not stain-proof. Wipe up liquids as soon as possible. Quartz will resist stains for a short period of time, but all colored liquids should be cleaned up promptly.

A glass or surface cleaner, such as Windex, can be used for heavy or dried on stains. Use a non-abrasive sponge. For deep cleaning, spray a generous amount; leave on for ten minutes, then wipe away. Scrape away grease, gum, and paint with a plastic putty knife or razor blade. Use a degreasing cleanser, formulated for Quartz countertops, to clean off grease. Rinse away immediately.

Remove ink or permanent markers carefully with an oil-based cleaner, like Goo Gone. Rinse with warm water immediately after the stain is removed.

Heavy, stuck on, hard to remove stains such as nail polish can be removed with a mixture of acetone, Ajax, and water. Dilute the Ajax to the point of minimal abrasiveness. Wipe away immediately.

Preventing Countertop Damage

Use hot pads or trivets for pans, crockpots, and electric skillets. Quartz can resist temperatures up to 300 degrees Fahrenheit, but it can be damaged by quick changes in temperature. Also known as "thermal shock." Avoid using knives directly on Quartz countertops. Quartz is very scratch resistant, but they can be damaged when forcefully hit with sharp objects. A cutting board is recommended.

Do not clean with highly acidic or alkaline cleaners, such as nail polish remover, turpentine, oven cleaner, bleach, drain cleaners, dishwasher rinsing agents, etc. Clean immediately with a mild detergent and rinse, if they are spilled. Avoid pressure or force on your countertops, such as dropping a heavy pot, as it can chip or crack the stone.

Countertops (Cont.)

Laminate or Cultured Marble Countertops

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

Crown Molding

Due to the extreme change of climate in the Northeast, items in new construction homes have a tendency to expand and contract. Such expansion and contraction can be especially visible in the crown molding. In the winter months, it may appear as gaps between lengths or at corners, during spring and summer, such gaps are likely to disappear.

Maintenance calls for just a few beads of painter's caulk to be added by the Homeowner. Hodorowski Homes caulks all crown molding at time of install. Re-caulking of crown molding is sole responsibility of Homeowner, and it will not be added to future service visits.

Decks

Pressure Treated Lumber

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

Composite Decking - Trex or Timber Tech

To clean deck used soap and water, a soft bristle brush and a hose. Do not use a pressure washer on composite decking. For oil, grease and food, rinse the stain with hot water as soon as possible. Use 'Pour-n-Restore' as directed for any remaining stain. For mold and mildew, practice a semi-annual cleaning to prevent build-up of pollen and other debris that can support the growth of mold.

Doors

Wood - Interior

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

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

Doors (Cont.)

Fiberglass or Metal - Exterior

Your home has been provided with an insulated exterior door. To maintain your door's appearance be careful not to dent it. Exterior doors need to be shut soundly to take advantage of maximum efficiency provided by the heavy-duty weather stripping.

If door is drafty or not shutting properly, simply adjust the threshold with a Phillips head screw driver. If your door is painted a dark color, it will require greater maintenance to keep the color's integrity. We suggest painting it every 2-4 years as sun and weather will fade the paint.

Weather-stripping

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

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

Sliding Glass Doors

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

Overhead Garage Doors

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

Drains and Plumbing Fixtures

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

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

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

1. Adding washing soda (not baking soda) to the drain on a regular basis will help keep it free of grease. Run hot water through the drain, add 3 tablespoons, and wash it down with just enough hot water. Let stand for 15 minutes and run more hot water.
2. Do not let food wastes sit in sink.
3. Do not use bathtubs or sinks to hold paint cans, trash, tools, etc.

Drains and Plumbing Fixtures (Cont.)

4. Do not step into tubs with shoes on, the grit and particles on the bottom can cause scratches.
5. Never pour grease down drains, or let hair accumulate in sinks and drains. This is the leading cause of clogs.

Frozen Pipes

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

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

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

Always keep garage door shut in the winter.

Driveways

Asphalt

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

Gravel

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

Drywall (Sheetrock)

Drywall is used to cover the interior walls of your home and provide an insulation factor. Due to the settlement of your home, as well as the natural shrinkage that occurs, a home will eventually develop sheet rock cracks and nail pops. The drywall used is very resilient to damage and can be easily repaired using a spackling compound. Paint is difficult to match because of time, fading from sunlight, cigarette smoke, and application process.

Because paint is difficult to match and cracks and nail pops are of a superficial nature, it is best to leave them until it is time to repaint or redecorate. Nail pops will not affect the structural integrity of the wall itself.

Fill

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

Fireplaces

Direct Vent Gas and Electric Fireplaces

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

Wood Burning Fireplace

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

Flooring

Hardwood

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

Daily Care

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

Flooring (Cont.)

Harwood Care (cont.)

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

Annual Care

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

Luxury Vinyl Flooring (COREtec Brand, or Equal)

For floors in sunny areas, use drapes or blinds to shield your floors from sun damage. To clean your COREtec floors, simply use a broom or vacuum with a hard surface attachment. For deeper cleanings, a damp mop works well. However, you should avoid harsh cleaning products and chemicals. Instead, use a diluted pH neutral cleaner like Bona or Hilway. Allow your floors to dry after mopping and make sure to clean up any spills quickly.

Carpet

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

Spot and Spill Removal Techniques

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

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

Resilient Flooring – Sheet Vinyl

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

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

Expansion and contraction of underlayment, or sub flooring, can cause grout to become loose between ceramic tiles, as well as nail pops or 'ridging' of resilient floors. Your underlayment/sub floors have been carefully screwed down to minimize this situation. Also all edges have been sanded to decrease the risk of ridging. Minor ridging may occur due to natural shrinkage of the wood below the surface. The Builder assumes no responsibility for this occurrence. However, if a seam separates or breaks the surface during the first year, a Builder Representative will inspect and/or repair. Floor tiles most often separate near the edges or at heat registers because the heat causes the glue, or mastic seal, to soften. If this occurs during

the first year, the original contractor will inspect and/or repair. Be careful not to flood floors when cleaning because the saturation can cause the seams to lift, thus creating a ridging effect.

Daily Care of Sheet Vinyl

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

Foundation Walls

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

Furnaces

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

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

If your furnace is not operating properly check the following:

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

Ground Fault Interrupters (G.F.I.)

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

Heating Systems

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

Heating Systems (Cont.)

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

Lumber

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

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

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

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

Porches and Steps

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

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

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

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

Winter Safety

Protect your driveway, walkway, and steps by removing ice and snow promptly. To best protect your concrete from pitting caused by salt, use cat litter or sand for traction. By using salt based de-icers you can seriously damage the asphalt, concrete, and wood structures of your home.

Winter Safety (Cont.)

It is also recommended that you occasionally sweep any excess water accumulation in the garage brought in from your car. Salt and other grit from the roads can deteriorate your concrete floor.

Registers and Ducts

See Heating Systems

Roofs

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

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

Siding

Vinyl

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

Fiber Cement or Wood

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

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

Sump Pumps

To maintain check operation weekly by lifting float (similar to float mechanism used in toilet systems). Any sitting water should be discharged. Periodically check to see if any debris has fallen into pit that may inhibit its proper operation. Also, if the pump drains to *daylight*, (discharges freely into rear yard), check to make sure screen is in place and clear of debris.

Sump Pumps (Cont.)

Most importantly, if your sump pump runs frequently, it is suggested that a battery backup be purchased at any home store. This will protect you from any flooding in case of a loss of power. Prior to the wet Spring season, please check to be sure the sump pump is operating properly.

Many of our homes will also have a back-up sump pump, that is run by municipal water, and requires no power.

Thermostat and Registers

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

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

Maintenance

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

Trim and Moldings

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

Water Heater

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

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

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

Windows and Screens

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

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

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

VIII. Understanding Your New Home Limited Warranty

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

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

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

Workmanship and Materials – First Year Coverage Only

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

Systems - First and Second Year Coverage

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

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

A. Site Grading

- | | |
|-------------------------|--|
| 1. Possible Deficiency | Settling of ground around foundation, utilities, or other areas. |
| 2. Performance Standard | Settling of the ground should not interfere with the water drainage away from the home. |
| 3. Responsibility | If the Builder has provided final grading, per the contract, then the Builder shall deliver fill curbside, to be used for settled areas which affect proper drainage, one time only, during the first year of the Limited Warranty period. Homeowner shall be responsible for the removal and replacement of any landscaping affected by the placement of such fill. |
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B. Site Drainage

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|-------------------------|---|
| 1. Possible Deficiency | Improper drainage of the site. |
| 2. Performance Standard | The necessary grades and swales shall have been established by the Builder to insure proper drainage away from the Home. Standing or ponding water shall not remain in place for extended periods of time, in the immediate area after a normal rain (generally not more than 24 hours), except that in swales which drain other areas, or in areas where sump pumps discharge, a longer period can be anticipated. No grading determination shall be made while there is frost or snow on the ground or while the ground is saturated. |
| 3. Responsibility | The Builder is responsible only for establishing the proper initial grades and swales. The Homeowner is responsible for maintaining such grades and swales once they have been properly established and must re-route gutter downspouts away from area. |
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II. Concrete - Coverage of Workmanship and Materials. *First year only*

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

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

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

A. Expansion and Contraction of Joints

- | | |
|-------------------------|--|
| 1. Possible Deficiency | Separation or movement of concrete slabs within the structure at expansion and contraction joints. |
| 2. Performance Standard | Concrete slabs within the structure are designed to move at expansion and contraction joints. |
| 3. Responsibility | None. |
-

B. Cast-in-Place Concrete

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

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|-------------------------|---|
| 1. Possible Deficiency | Basement or foundation wall cracks. |
| 2. Performance Standard | Shrinkage cracks are not unusual in concrete foundation walls. Shear cracks greater than 1/8 inch in width shall be repaired, during the first year only. If minor <i>trickling</i> or moisture persists the perimeter of the basement floor has been designed to collect this water. |
| 3. Responsibility | Builder will repair cracks greater than 1/8 inch wide. Repair can be from the interior or exterior of wall - as determined solely by Builder. First year only. |
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|------------------------|--------------------------------------|
| 1. Possible Deficiency | Cracking of slab in attached garage. |
|------------------------|--------------------------------------|

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

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

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

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|-------------------------|---|
| 1. Possible Deficiency | Standing water on stoops and steps. |
| 2. Performance Standard | Water should drain from outdoor stoops and steps. Minor standing water can be anticipated after rain. |
| 3. Responsibility | Builder shall take corrective action to assure proper drainage. |
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III. Masonry - Coverage of Workmanship and Materials. *First year only*

A. Unit Masonry

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|-------------------------|--|
| 1. Possible Deficiency | Cracks in masonry wall or veneer |
| 2. Performance Standard | Small hairline cracks due to shrinkage are common in mortar joints in masonry construction. Cracks greater than 3/8 inch in width are considered excessive. |
| 3. Responsibility | Builder shall repair cracks in excess of Performance Standard by pointing or patching. These repairs shall be made during the first year of the Limited Warranty only. Builder will not be responsible for color variation between old and new mortar. |
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IV. Wood and Plastic - Coverage of Workmanship and Materials. *First year only*

A. Rough Carpentry

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|-------------------------|--|
| 1. Possible Deficiency | Floor squeaks or subfloor loose. |
| 2. Performance Standard | Floor squeaks or subfloor loose are often only temporary conditions common to new construction, and a squeak proof floor cannot be guaranteed. |
| 3. Responsibility | Builder will correct the problem only if an underlying construction problem exists. |
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|-------------------------|---|
| 1. Possible Deficiency | Uneven wood floors. |
| 2. Performance Standard | Floors shall not have more than 1/4 inch ridge or depression within any 32 inch measurement when measured parallel to the joists. Allowable floor and ceiling joist deflections are governed by the applicable building code. |
| 3. Responsibility | Builder will correct or repair to meet Performance Standard. |

A. Rough Carpentry [Cont.]

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|-------------------------|---|
| 1. Possible Deficiency | Out-of-plumb walls or bowed walls |
| 2. Performance Standard | Walls shall not be more than 1/4 inch out of plumb for any 32 inch vertical measurement; or bowed for any 32 inch vertical or horizontal measurement. |
| 3. Responsibility | Builder will correct this at time of closing inspection only. |

B. Finish Carpentry (Exterior)

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|-------------------------|--|
| 1. Possible Deficiency | Poor quality of exterior trim workmanship. |
| 2. Performance Standard | Joints between exterior trim elements, including masonry, vinyl and wood siding, shall not result in open joints in excess of 3/8 inch. In all cases the exterior trim should be capable of performing its function to exclude the elements. |
| 3. Responsibility | Builder will repair to meet the Performance Standard. Caulking is acceptable. |

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

A. Waterproofing

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|-------------------------|--|
| 1. Possible Deficiency | Leaks in basement. |
| 2. Performance Standard | Leaks resulting in actual trickling of water shall be repaired. Leaks caused by improper home owner landscaping or failure to maintain proper grades are not covered. Dampness of walls or floors may occur in new construction and is not considered a deficiency |
| 3. Responsibility | Builder will take action to repair leaks except where cause is determined to be from Homeowner action or negligence. |

B. Insulation

- | | |
|-------------------------|---|
| 1. Possible Deficiency | Insufficient Insulation. |
| 2. Performance Standard | Insulation shall be installed in accordance within applicable building codes. |
| 3. Responsibility | Builder will install sufficient insulation to meet Performance Standard. |

C. Louvers and Vents

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|-------------------------|---|
| 1. Possible Deficiency | Leaks due to snow or rain driven into the attic through louvers and vents. |
| 2. Performance Standard | Attic vents/louvers must be provided for proper ventilation of the attic space. |
| 3. Responsibility | None. |

D. Roofing and Siding

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|-------------------------|---|
| 1. Possible Deficiency | Ice build-up on roof. |
| 2. Performance Standard | During prolonged cold spells, ice build-up is likely to occur at the eaves of a roof. This condition occurs when snow and ice begin to accumulate and gutters and downspouts freeze up. |
| 3. Responsibility | None. Prevention is a Homeowner responsibility. |
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|-------------------------|---|
| 1. Possible Deficiency | Roof or flashing leak. |
| 2. Performance Standard | Roofs or flashing shall not leak under normally anticipated conditions except where cause is determined to result from ice and snow build-up or Homeowner action or negligence. |
| 3. Responsibility | Builder will repair any verified roof or flashing leaks not caused by ice and snow build-up or Homeowner negligence. |
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E. Sealant

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|-------------------------|--|
| 1. Possible Deficiency | Leaks in exterior wall due to inadequate caulking. |
| 2. Performance Standard | Joint and cracks in exterior wall surfaces and around openings shall be properly caulked to exclude the entry of water. |
| 3. Responsibility | Builder will repair and/or caulk joints or cracks in exterior wall surfaces as required correcting deficiencies once, during the first year. Even properly installed caulking will shrink and must be maintained during the life of the home by the Homeowner. |
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VI. Doors and Windows - Coverage of Workmanship and Materials. *First year only*

A. Wood and Plastic Doors

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

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|-------------------------|--|
| 1. Possible Deficiency | Warping of interior or passage doors. |
| 2. Performance Standard | Interior doors (full openings) shall not warp in excess of National Woodwork Manufacturers Association Standards of 1/2 measured diagonally from corner to corner. |
| 3. Responsibility | Builder will correct or replace defective door during first year only. |
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|-------------------------|--|
| 1. Possible Deficiency | Shrinkage of insert panels show raw wood. |
| 2. Performance Standard | Panels will shrink and expand which may expose unpainted surfaces. |
| 3. Responsibility | None. |
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|-------------------------|--|
| 1. Possible Deficiency | Split in door panel. |
| 2. Performance Standard | Split panels shall not allow light to be visible through the door. |
| 3. Responsibility | Builder will, if light is visible, fill split and match paint or stain as closely as possible, one time in first year of the Limited Warranty. |
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B. Glass

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|-------------------------|--|
| 1. Possible Deficiency | Broken Glass |
| 2. Performance Standard | None. |
| 3. Responsibility | Broken glass not reported prior to closing is the Homeowners responsibility. |

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|-------------------------|---|
| 1. Possible Deficiency | Condensation or frost on window frames or glass |
| 2. Performance Standard | None |
| 3. Responsibility | None - Condensation is usually the result of temperature / humidity conditions in the home. |
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C. Garage Doors on Attached Garages

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|-------------------------|--|
| 1. Possible Deficiency | Garage door fails to operate under normal use. |
| 2. Performance Standard | Garage door shall operate properly. |
| 3. Responsibility | Builder will adjust it once during the first year, except where determined that defect was caused by Homeowner action or negligence. |
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C. Garage Doors on Attached Garages [Cont.]

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|-------------------------|---|
| 1. Possible Deficiency | Garage doors allow entrance of snow or water. |
| 2. Performance Standard | Garage doors shall be installed as recommended by the manufacturer. Some entrance of snow and water can be expected under abnormal conditions such as heavy snow or rain. |
| 3. Responsibility | Builder will adjust to insure doors operate correctly as per manufacturer recommendations. |
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D. Wood, Plastic and Metal Windows

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|-------------------------|---|
| 1. Possible Deficiency | Malfunction of windows. |
| 2. Performance Standard | Windows shall operate with reasonable ease. |
| 3. Responsibility | Builder will inspect and determine whether to repair or refer defect to the Manufacturer. All manufacturers defect claims are to be filed according to manufacturer instructions. |
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E. Weather stripping and seals

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|-------------------------|--|
| 1. Possible Deficiency | Air infiltration around windows or doors. |
| 2. Performance Standard | Some infiltration is normal, especially during high winds. Poorly fitted weather-stripping shall be adjusted or replaced by the Builder. Storm windows or doors may be necessary in areas with extreme winds. |
| 3. Responsibility | Builder will adjust or replace to meet Performance Standards if determined defect due to improper installation. If fault is determined to be that of the Manufacturer then manufacturers defect claims are to be filed according to manufacturer instructions. |
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VII. Finishes - Coverage of Workmanship and Materials. *First year only*

A. Gypsum Wallboard

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|-------------------------|--|
| 1. Possible Deficiency | Defects which appear during the first 120 days such as nail pops, blisters in the tape, or other blemishes. |
| 2. Performance Standard | Slight "imperfections" such as nail pops, blisters in the tape, seam lines and cracks, not exceeding 1/8 inch are considered acceptable. |
| 3. Responsibility | Builder will not be responsible for settling and shrinkage occurring in natural materials. |
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B. Ceramic Tile

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|-------------------------|---|
| 1. Possible Deficiency | Ceramic tile cracks or becomes loose. |
| 2. Performance Standard | Ceramic tile shall not crack or become loose under normal conditions. |
| 3. Responsibility | Builder will not replace cracked tiles per the terms of the Limited Warranty but will repair or replace loose tiles, one time only, during the first year of the Limited Warranty. Builder will not repair or replace cracked fireplace tiles. Builder will not be responsible for discontinued tile or color variations. |
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|-------------------------|--|
| 1. Possible Deficiency | Cracks appear in grouting ceramic tile joints or at junctions with other materials such as bathtub. |
| 2. Performance Standard | Cracks are normally due to normal shrinkage conditions. |
| 3. Responsibility | Builder will repair grouting, one time only, during first year only, if cracking is excessive. Builder will not repair joint between tile and tub. Builder will not be responsible for color variations or discontinued grout color. Re-grouting is the maintenance responsibility of the Homeowner within the life of the home. |
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C. Finished Wood Flooring

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|-------------------------|--|
| 1. Possible Deficiency | Cracks developing between floor boards. |
| 2. Performance Standard | Cracks in excess of 1/8 inch shall be corrected. |
| 3. Responsibility | Builder shall repair or replace cracks in excess of 1/8 inch during first year only. Because Hardwood is a living material it will expand and contract with the change of temperatures. If it is determined that the defective area is permanent then a repair will be made after monitoring area in question through a change of seasons. |
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D. Resilient Flooring

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|-------------------------|---|
| 1. Possible Deficiency | Nail pops appear on surface of resilient flooring. |
| 2. Performance Standard | Builder will repair nail pops which have broken the surface only of resilient flooring. |
| 3. Responsibility | Builder will repair or replace, at its sole option, during the first year only, the resilient floor covering in the affected area with similar material. Builder will not be responsible for discontinued patterns or color variations. |
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D. Resilient Flooring [Cont.]

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|-------------------------|--|
| 1. Possible Deficiency | Depressions or ridges appear in the resilient flooring. |
| 2. Performance Standard | Readily apparent ridges or depressions exceeding 1/8 inch shall be repaired. The ridge or depression measurement is taken at the gap created at one end of a six inch straightedge placed over the depression or ridge with three inches of the straightedge on one side of the defect, held tightly to the floor. |
| 3. Responsibility | Builder will take corrective action as necessary, to bring the defect within accepted tolerances. Builder will not be responsible for discontinued patterns or color variations in the floor covering. |
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|-------------------------|---|
| 1. Possible Deficiency | Resilient Flooring loses adhesion. |
| 2. Performance Standard | Resilient Flooring shall not lift, bubble, or lose its adhesion. |
| 3. Responsibility | Builder will repair or replace at its sole option the affected resilient flooring. Builder will not be responsible for discontinued patterns or color variations in the floor covering. |
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|-------------------------|--|
| 1. Possible Deficiency | Seams or shrinkage gaps show at resilient flooring joints. |
| 2. Performance Standard | Gaps shall not exceed 1/16 inch in width in resilient floor covering joints. Where dissimilar materials abut, a gap not to exceed 1/8 inch is permissible. |
| 3. Responsibility | Builder will repair or replace, at Builders sole option, the affected resilient flooring. Builder will not be responsible for discontinued patterns or color variations in the floor covering, or for problems caused by Homeowner neglect or abuse. |
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E. Painting

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|-------------------------|---|
| 1. Possible Deficiency | Exterior paint or stain peels, deteriorates or fades. |
| 2. Performance Standard | Exterior paints or stains should not fail during the first year of the Limited Warranty period. However, fading is normal and the degree is dependent on climatic conditions. |
| 3. Responsibility | Builder will properly prepare and refinish affected areas, matching colors as close as possible. |
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E. Painting [Cont.]

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|-------------------------|--|
| 1. Possible Deficiency | Painting required as corollary repair because of other work. |
| 2. Performance Standard | Repairs required shall be made to match as closely as possible to surrounding areas. |
| 3. Responsibility | As indicated above. |

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|-------------------------|---|
| 1. Possible Deficiency | Deterioration of varnish or lacquer. |
| 2. Performance Standard | Natural finishes on interior woodwork shall not deteriorate during the first year of the Limited Warranty period. However, varnish type finishes will deteriorate rapidly on exterior products and are not covered by the Limited Warranty. |
| 3. Responsibility | Builder will retouch affected areas of natural finish interior woodwork, matching the color as closely as possible. |

F. Carpeting

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|-------------------------|--|
| 1. Possible Deficiency | Open carpet seams. |
| 2. Performance Standard | Carpet seams will show. However, no visible gap is acceptable. |
| 3. Responsibility | Builder will correct in first year only. |

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|-------------------------|--|
| 1. Possible Deficiency | Carpeting becomes loose, seams separate or stretching occurs. |
| 2. Performance Standard | Wall to Wall carpeting, installed as the primary floor covering, when stretched and secured shall not become loose, or separate from it's point of attachment. |
| 3. Responsibility | Builder will re-stretch or re-secure carpeting as needed, if original installation was performed by the Builder. |

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

A. Louvers and Vents

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|-------------------------|---|
| 1. Possible Deficiency | Inadequate ventilation of attics and crawl spaces. |
| 2. Performance Standard | Attic and crawl spaces shall be ventilated as required by the applicable building code. |
| 3. Responsibility | The Builder shall provide for adequate ventilation. Builder will not be responsible for alterations to this system or maintenance/inspection of installed insulation. |

B. Fireplaces

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|-------------------------|---|
| 1. Possible Deficiency | Fireplace or chimney does not draw properly. |
| 2. Performance Standard | A properly designed and constructed fireplace and chimney shall function properly. It is normal to expect that high winds can cause temporary negative draft situations. Similar negative draft situations can also be caused by obstructions such as large branches or trees to close to the chimney. Some homes may need to have a window opened slightly to create an effective draft, if they have been insulated and weatherproofed to meet high energy conservation criteria. |
| 3. Responsibility | Builder will determine the cause of malfunction and correct, if the problem is one of design or construction of the fireplace. |
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|-------------------------|---|
| 1. Possible Deficiency | Chimney separation from structure to which it is attached. |
| 2. Performance Standard | Newly constructed fireplaces will often incur slight amounts of separation. Separation shall not exceed 1/2 inch from the main structure in any 10 inch vertical measurement. |
| 3. Responsibility | Builder will determine the cause of separation and correct if standard is not met. Caulking is acceptable. |
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|-------------------------|--|
| 1. Possible Deficiency | Cracked firebrick and mortar joints. |
| 2. Performance Standard | None. |
| 3. Responsibility | None. Heat and flames from <i>roaring</i> fires will cause cracking. |
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IX. Equipment - Coverage of Workmanship and Materials. *First year only*

A. Residential Equipment

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|-------------------------|--|
| 1. Possible Deficiency | Surface cracks, joint delamination, seam separation, and chips in high pressure laminate on vanity and kitchen cabinet countertops. |
| 2. Performance Standard | Countertops fabricated with high pressure laminate coverings shall not delaminate. |
| 3. Responsibility | Builder will replace delaminated coverings to meet specified criteria. Builder will <i>not</i> be responsible for chips or other flaws noted after final inspection. |
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A. Residential Equipment [Cont.]

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|-------------------------|---|
| 1. Possible Deficiency | Kitchen cabinet malfunctions. |
| 2. Performance Standard | Warpage not to exceed 1/4 inch as measured from face frame to point of furthest warpage with door or drawer front in closed position. |
| 3. Responsibility | Builder will correct or replace doors or drawer fronts. |
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|-------------------------|--|
| 1. Possible Deficiency | Gaps between cabinets, ceiling or walls. |
| 2. Performance Standard | Acceptable tolerance 1/4 inch in width. |
| 3. Responsibility | Builder will correct to meet Performance Standard. |
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X. Plumbing - Coverage of Workmanship. *First Two Years*

A. Water Supply System

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|-------------------------|---|
| 1. Possible Deficiency | Plumbing pipes freeze and/or burst. |
| 2. Performance Standard | Drain, waste and vent, and water pipes shall be adequately protected as required by applicable codes to prevent freezing during normally anticipated cold weather. |
| 3. Responsibility | Builder will correct situations not meeting the code. It is the Homeowner's responsibility to drain or otherwise protect lines and exterior faucets exposed to freezing temperatures. |
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B. Plumbing System

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|-------------------------|--|
| 1. Possible Deficiency | Faucet or valve leak. |
| 2. Performance Standard | No faucet or valve shall leak due to defects in workmanship and materials. |
| 3. Responsibility | Builder will repair or replace the leaking faucet or valve. |
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|-------------------------|---|
| 1. Possible Deficiency | Defective plumbing fixtures. |
| 2. Performance Standard | Fixtures, appliances or fittings shall comply with their manufacturer's standards. |
| 3. Responsibility | Builder will replace any defective fixture or fitting which does not meet acceptable standards, as defined by manufacturer. |
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B. Plumbing System [Cont.]

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|-------------------------|--|
| 1. Possible Deficiency | Noisy water pipes |
| 2. Performance Standard | There will be some noises emitting from the water pipe system due to the flow of water. |
| 3. Responsibility | Builder cannot remove all noises due to water flow and pipe expansion. Builder will correct to eliminate <i>water hammer</i> . |

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|-------------------------|--|
| 1. Possible Deficiency | Cracking or chipping of porcelain or fiberglass surfaces. |
| 2. Performance Standard | Chips and cracks on surfaces of bathtubs and kitchen sinks can occur when a sharp or heavy object hits it. |
| 3. Responsibility | Builder will not be responsible for any damages not noted on final inspection. |
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XI. Heating - Coverage of Workmanship. *First Two Years*

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|-------------------------|--|
| 1. Possible Deficiency | Inadequate heating. |
| 2. Performance Standard | Heating system shall be capable of producing an inside temperature of 70F, as measured in the center of each room at a height of 5 feet above the floor, under local outdoor winter design conditions. |
| 3. Responsibility | Builder will correct heating system to provide the required temperature. However, the Homeowner shall be responsible for balancing the dampers, registers and other minor adjustments. |
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B. Refrigeration

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|-------------------------|---|
| 1. Possible Deficiency | Inadequate cooling. |
| 2. Performance Standard | Where air conditioning is provided it shall be capable of maintaining a temperature of 78F, as measured in the center of each room at a height of 5 feet above the floor, under local outdoor summer design conditions. In the case of outside temperatures exceeding 95F, a differential of 15F from outside temperature will be maintained. |
| 3. Responsibility | Builder will correct cooling system to meet the required temperature conditions. However, the Homeowner shall be responsible for balancing the dampers, registers and other minor adjustments. |
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C. Condensation lines

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|-------------------------|---|
| 1. Possible Deficiency | Condensation lines clog up. |
| 2. Performance Standard | None. |
| 3. Responsibility | Condensation lines will clog eventually under normal use. This is a Homeowner's maintenance item. |
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XII. Ventilation - Coverage of Workmanship and Materials. *First Two Years*

A. Air Distribution

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|-------------------------|--|
| 1. Possible Deficiency | Noisy ductwork. |
| 2. Performance Standard | When metal is heated it expands and when it is cooled it contracts. The result is <i>ticking</i> or <i>cracking</i> which is generally to be expected. |
| 3. Responsibility | None. |
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|-------------------------|--|
| 1. Possible Deficiency | <i>Oil canning.</i> |
| 2. Performance Standard | The stiffening of the ductwork and the gauge of the metal used shall be such that ducts do not <i>oilcan</i> . The booming noise caused by <i>oil canning</i> is not acceptable. |
| 3. Responsibility | Builder will make necessary adjustments to minimize <i>booming</i> noise. |
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XIII. Electrical - Coverage of Workmanship and Materials. *First Two Years*

A. Electrical Conductors, Fuses, and Circuit Breakers

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|-------------------------|---|
| 1. Possible Deficiency | Fuses blow or circuit breakers (excluding ground fault interrupters - <i>GFI.</i>) "kick out". |
| 2. Performance Standard | Fuses and circuit breakers shall not activate under normal usage. |
| 3. Responsibility | Builder will check wiring circuits for conformity with local, state, or electrical code requirements. Builder will correct circuitry not conforming to code specifications. |
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B. Outlets, Switches and Fixtures

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|-------------------------|---|
| 1. Possible Deficiency | Drafts from electrical outlets. |
| 2. Performance Standard | Electrical junction boxes on exterior wall may produce air flow whereby the cold air can be drawn through the outlet into a room. The problem is normal in new home construction. |
| 3. Responsibility | None. |
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B. Outlets, Switches and Fixtures [Cont.]

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|-------------------------|--|
| 1. Possible Deficiency | Malfunction of electrical outlets, switches or fixtures. |
| 2. Performance Standard | All outlets, switches and fixtures shall operate as intended. |
| 3. Responsibility | Builder will repair or replace defective outlets, switches and fixtures. |
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C. Service and Distribution

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|-------------------------|---|
| 1. Possible Deficiency | GFI trips frequently. |
| 2. Performance Standard | GFI are sensitive safety devices installed into the electrical system to provide protection against electrical shock. These sensitive devices can be tripped very easily. |
| 3. Responsibility | Builder shall install GFI in accordance with approved electrical code. <i>Tripping</i> is to be expected and is not covered unless due to a construction defect. |
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Systems – First and Second Year Coverage

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

A. Water Supply

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|-------------------------|--|
| 1. Possible Deficiency | Water supply system fails to deliver water. |
| 2. Performance Standard | All on-site service connections to municipal water main and private water supply shall be the Builder's responsibility. Private systems shall be designed and installed in accordance with all approved building codes, plumbing and health codes. |
| 3. Responsibility | Builder will repair if failure is the result of defective workmanship or materials. If conditions beyond Builder's control disrupt or eliminate the sources of the supply, the Builder has no responsibility. |
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B. Septic Tank System

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|-------------------------|--|
| 1. Possible Deficiency | Septic system fails to operate properly. |
| 2. Performance Standard | Septic system shall function adequately during all seasons, under normal climatic conditions or reasonably anticipated (based on local records) for the location of the home. Septic system shall be designed and installed to comply with applicable, approved Code Requirements. |

B. Septic Tank System [Cont.]

3. Responsibility

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

C. Piping

1. Possible Deficiency

Leakage from any pipe.

2. Performance Standard

No leaks of any kind shall exist in any soil, waste, vent, or water pipe. Condensation on piping does not constitute leakage and is not covered.

3. Responsibility

Builder will make repairs to eliminate leakage.

1. Possible Deficiency

Stopped up sewers, fixtures and drains.

2. Performance Standard

Sewers, fixtures and drains shall operate properly.

3. Responsibility

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

1. Possible Deficiency

Refrigerant lines leak.

2. Performance Standard

Refrigerant lines shall not develop leaks during normal operation.

3. Responsibility

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

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

A. Air Distribution.

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|-------------------------|--|
| 1. Possible Deficiency | Ductwork separates or becomes unattached. |
| 2. Performance Standard | Ductwork shall remain intact and securely fastened. |
| 3. Responsibility | Builder will re-attach and re-secure all separated or unattached ductwork. |
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XVI. Electrical System - Coverage of Systems. *First and Second Year*

A. Wiring.

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|-------------------------|--|
| 1. Possible Deficiency | Failure of wiring to carry its designed load. |
| 2. Performance Standard | Wiring should be capable of carrying the designed load for normal residential use. |
| 3. Responsibility | Builder will check wiring for conformity with local, state, or approved national electrical code requirements. Builder will repair wiring not conforming to code specifications. |
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