

**Congratulations on the Purchase of Your New Home Page 1**

**The Purpose of This Maintenance Manual Page 2**

*CODES Page 2*

*RESPONSIBILITY of the BUILDER Page 2*

*RESPONSIBILITY of the HOMEOWNER Page 3*

**PURCHASING / SALES PROCESS Page 4**

*SALES REPRESENTATIVE Page 4*

*WRITTEN AGREEMENTS Page 4*

*TENTATIVE COMPLETION DATE Page 4*

*MORTGAGE / LENDERS Page 5*

*OPTION SELECTIONS Page 5*

*SUBSTITUTION by BAY RIVER BUILDERS Page 6*

**CONSTRUCTION PROCESS Page 7**

*PLANS and SPECIFICATIONS Page 7*

*QUALITY Page 7*

*SUPERNTENDENT Page 7*

*TENTATIVE COMPLETION DATE Page 8*

**CLOSING PROCESS Page 9**

*CLOSING Page 9*

*NOTIFICATIONS Page 9*

*DELIVERY of YOUR NEW HOME Page 10*

*ALLOW ENOUGH TIME Page 10*

<b>CUSTOMER SERVICE</b>	<b>Page 12</b>
<i>CUSTOMER SERVICE POLICY</i>	<i>Page 12</i>
<i>REQUESTING WARRANTY SERVICE</i>	<i>Page 12</i>
<b>IN CASE OF AN EMERGENCY</b>	<b>Page 14</b>
<b>LIMITED WARRANTY ONE AND TWO YEAR</b>	<b>Page 15</b>
<i>TWO and ONE YEAR WARRANTY INTRODUCTION</i>	<i>Page 15</i>
<i>TWO YEAR WARRANTIES</i>	<i>Page 16</i>
Roof	Page 16
HVAC	Page 16
Heating	Page 16
Air Conditioning	Page 16
Plumbing	Page 17
Electrical	Page 17
Appliances	Page 17
<i>ONE YEAR WARRANTIES</i>	<i>Page 17</i>
Concrete and Masonry	Page 17
Driveways	Page 17
Grading and Landscaping	Page 18
<i>NON-WARRANTABLE ITEMS</i>	<i>Page 18</i>
<b>“TOP 10 MISTAKES MADE BY NEW HOMEOWNER’S”</b>	<b>Page 20</b>
<b>PERFORMANCE GUIDELINES</b>	<b>Page 22</b>

<b>AIR CONDITIONING TWO YEAR WARRANTY</b>	<b>Page 23</b>
<b>APPLIANCES TWO YEAR WARRANTY</b>	<b>Page 25</b>
<b>ALARM PRE-WIRE ONE TIME REPAIR</b>	<b>Page 26</b>
<b>ATTIC ACCESS NO WARRANTY</b>	<b>Page 27</b>
<b>CABINETS ONE YEAR WARRANTY</b>	<b>Page 28</b>
<b>CARPET ONE YEAR WARRANTY</b>	<b>Page 29</b>
<b>CAULKING HOMEOWNER MAINTENANCE</b>	<b>Page 30</b>
<b>CERAMIC TILE ONE YEAR WARRANTY</b>	<b>Page 31</b>
<b>CONCRETE/FLATWORK ONE YEAR WARRANTY</b>	<b>Page 32</b>
<b>COUNTERTOPS ONE YEAR WARRANTY</b>	<b>Page 33</b>
<b>DOORS ONE YEAR WARRANTY</b>	<b>Page 34</b>
<b>DRYWALL ONE YEAR WARRANTY</b>	<b>Page 35</b>
<b>ELECTRICAL SYSTEM TWO YEAR WARRANTY</b>	<b>Page 36</b>
<b>FIREPLACES TWO YEAR WARRANTY</b>	<b>Page 37</b>
<b>FOUNDATION ONE YEAR WARRANTY</b>	<b>Page 38</b>
<b>GARAGE DOOR ONE YEAR WARRANTY</b>	<b>Page 39</b>

<b>GAS SHUT-OFFS ONE YEAR WARRANTY</b>	<b>Page 40</b>
<b>GAS WATER HEATER TWO YEAR WARRANTY</b>	<b>Page 41</b>
<b>GRADING &amp; DRAINAGE HOMEOWNER MAINITAN</b>	<b>Page 42</b>
<b>HARDWARE ONE YEAR WARRANTY</b>	<b>Page 43</b>
<b>HARDWOOD FLOORS ONE YEAR WARRANTY</b>	<b>Page 44</b>
<b>HEATING SYSTEM TWO YEAR WARRANTY</b>	<b>Page 45</b>
<b>INSULATION ONE YEAR WARRANTY</b>	<b>Page 46</b>
<b>LANDSCAPING 30 DAY WARRANTY</b>	<b>Page 47</b>
<b>MILDEW/MOLD HOMEOWNER MAINTENANCE</b>	<b>Page 48</b>
<b>MIRRORS ONE TIME REPAIR</b>	<b>Page 49</b>
<b>PAINT AND STAINS ONE YEAR WARRANTY</b>	<b>Page 50</b>
<b>PLUMBING TWO YEAR WARRANTY</b>	<b>Page 51</b>
<b>VINYL FLOORING ONE YEAR WARRANTY</b>	<b>Page 53</b>
<b>ROOF TWO YEAR WARRANTY</b>	<b>Page 54</b>
<b>ROUGH CARPENTRY ONE YEAR WARRANTY</b>	<b>Page 55</b>
<b>SMOKE DETECTORS TWO YEAR WARRANTY</b>	<b>Page 56</b>

**STUCCO ONE YEAR WARRANTY** **Page 57**

**WINDOWS/SLIDING DOORS ONE YEAR WARRANTY** **Page 58**

**WALLS/BLOCK MASONRY ONE YEAR WARRANTY** **Page 59**

**WOOD TRIM ONE YEAR WARRANTY** **Page 60**

**HOMEOWNER MAINTENANCE** **Page 61**

*AFTER MOVE-IN CHECKLIST* *Page 62*

*EVERY 3 MONTHS* *Page 63*

*EVERY 6 MONTHS CHECKLIST* *Page 63*

*EVERY MONTH CHECKLIST* *Page 64*

*SPRING CHECKLIST* *Page 65*

*FALL CHECKLIST* *Page 65*

**TROUBLESHOOTING SUGGESTIONS** **Page 66**

*PLUMBING* *Page 66*

*ELECTRICAL* *Page 67*

*HEATING AND AIR CONDITIONING* *Page 68*

<b>IMPORTANT INFORMATION</b>	<b>Page 69</b>
------------------------------	----------------

<i>COLOR VARIANCE</i>	<i>Page 69</i>
<i>CONCRETE, MASONRY AND STUCCO</i>	<i>Page 69</i>
<i>CONSTRUCTION METHODS</i>	<i>Page 69</i>
<i>DESIGN</i>	<i>Page 70</i>
<i>DIMENSIONS</i>	<i>Page 70</i>
<i>DRAINAGE</i>	<i>Page 70</i>
<i>EASEMENTS AND UTILITIES</i>	<i>Page 70</i>
<i>ENTRANCE AND WALKWAY</i>	<i>Page 70</i>
<i>HEATING AND AIR CONDITIONING SYSTEM</i>	<i>Page 71</i>
<i>HOMEOWNER MAINTENANCE RESPONSIBILITY</i>	<i>Page 71</i>
<i>HOMEOWNER ASSOCIATION</i>	<i>Page 71</i>
<i>LANDSCAPING</i>	<i>Page 71</i>
<i>MARKETING</i>	<i>Page 71</i>
<i>MILDEW</i>	<i>Page 71</i>
<i>PLUMBING FIXTURES</i>	<i>Page 72</i>
<i>SUBSTITUTION</i>	<i>Page 72</i>
<i>TILES</i>	<i>Page 72</i>
<i>UNAUTHORIZED OPTIONS</i>	<i>Page 72</i>
<i>UPGRADES BY BUYERS</i>	<i>Page 72</i>
<i>ORIENTATION ITEMS</i>	<i>Page 72</i>
<i>WATER PRESSURE</i>	<i>Page 72</i>

<b>GLOSSARY</b>	<b>Page 73</b>
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# **Congratulations on the Purchase of your New Home**

Bay River Builders would like to welcome you to your new home and the beautiful Community. We share your excitement about your new home and look forward to having you in one of our Bay River homes.

The Bay River Builders *Homeowner Maintenance Manual* has been designed to assist you during and after the purchase of your home. The information presented here will answer many questions and prepare you for each step of the new home experience, making this time easier. In addition to guiding you through the process of purchasing and building, this manual provides you with maintenance guidelines and description of our limited warranty.

Please take time to review the material thoroughly. We suggest that you bring this manual to all meetings. As we progress, you will add items to it. When completed, your manual will provide a useful record of information about your new home.

On behalf of everyone at Bay River Builders, we extend our best wishes for many years of happiness in your new home. We are confident your new home will be a source of joy for you and your family.

If you need clarification or additional details about any topic discussed, please give us a call. We are delighted to welcome you as part of the Bay River Builders family.

Bay River Builders

## **The Purpose of This Maintenance Manual**

The primary purpose of this maintenance manual is to provide the Homeowner with guidelines for the performance of his or her new home. The performance guidelines flow from construction industry knowledge and publications.

A secondary purpose of the manual is to set forth a guide for the homeowner to perform certain important maintenance items in his or her home. Bay River Builders is providing this manual to the Homeowner as part of their Limited Warranty connected with the purchase contract. Accordingly, the purchase contract may also require that the Homeowner perform certain maintenance items as a condition to keeping their warranty in good standing. Homeowners should check to see if and what maintenance is expected to them to maintain their warranty.

## **CODES**

Many years ago, Governmental officials decided it was appropriate for builders of houses to adhere to certain construction standards that affected the health, safety and welfare of the general public. The first Uniform Building Code was published in 1927. These codes, in the past, present and future, are minimum building requirements to which a Builder must build. In general, codes typically deal with health and safety issues in construction and do not deal with "fit and finish" or maintenance. Codes are continuously changing; therefore if there are any conflicts between the subject matter of this manual the standards set forth in any current codes, the codes standards take precedence.

## **RESPONSIBILITY of the BUILDER**

Bay River Builders has a legal obligation to build a home in conformity with the representation it makes to the Homeowner in writing and those that are implied by law. Representations and promises are usually located in the builder's warranty and may be subject to terms and conditions such as time periods, Homeowner's responsibilities, and the occurrence of naturally caused conditions.

This maintenance manual works to assist and identify common conditions that are sometimes found in a new home. Bay River Builders wants to work with Homeowners to assure many years of problem free ownership.

## **RESPONSIBILITY of the HOMEOWNER**

This maintenance manual also works to help the Homeowner understand their new home, under what conditions they may get help from the builder, what to expect as being normal performance of their home, and what obligations they may face in terms of proper maintenance and use.

Since a house is a complex structure, it is important that Bay River Builders and the Homeowner work together to prolong the performance of your new home. If the Homeowner observes *any* condition that appears to be unusual or threatening regarding construction, he or she has a duty to notify Bay River Builders immediately. Bay River Builders offers a 24-hour “Emergency Service” for this purpose. Failure to provide timely notification could lead to a worsening condition for which Bay River Builders may not be responsible.

Your new home is a product of our commitment to excellence in Location, Design, Construction and Customer Service. From the time of your initial visit to the signing of a Purchase Agreement, we want you to understand every step of the home buying, Construction and Customer Service process.

Please bring this manual with you each time you visit with us. You will find most of your answers to your questions in this manual.

After you move into your new home, you will find that our policy of Customer Service continues. Our policy is designed to ensure that you enjoy living in your home as much as you did buying it! Contact the Customer Service Department for questions and requesting warranty service after you move in.

## **PURCHASING / SALES PROCESS**

### **SALES REPRESENTATIVE**

The first person you will encounter in your search for a new home is our sales representative. At Bay River Builders we pride ourselves on the Sales Representative, which characterizes our company. They are knowledgeable in all areas regarding the purchase of your new home and can also assist you with financing, construction and closing concerns that you have regarding your escrow.

The purchase of your new home is an emotional experience. We are committed to making the home you are purchasing a pleasant and exciting time in your life. One way to achieve this is to make as many activities as possible under the responsibility of one person. The Sales Representative will act as your point of contact during the purchasing and construction process.

We encourage you ask your Sales Representative questions. Your Sales Representative will spend as much time with you as circumstances allow. Weekday appointments are easier to accommodate than weekend appointments. If you do not have an appointment and just stop by, your Sales Representative may be providing service to other buyers or potential buyers, and may need to get back to you later with answers.

### **WRITTEN AGREEMENTS**

It is the policy of Bay River Builders, and for your protection and ours, that any agreements between you and the Sales Representative that depart from the standard Bay River Builders Purchase Agreement, Disclosures and Addendums be signed by both authorized parties.

These agreements would include any changes in options and financing. Our goal is to eliminate confusion, misunderstandings and forgetfulness that sometimes can result from verbal communications.

### **TENTATIVE COMPLETION DATE**

Construction will establish a Tentative Completion Date, which refers to the date that your new home should be ready for occupancy. As we all know there are many factors, weather, materials, labor disputes, scheduling conflicts, inspections hold-ups, etc. This may influence the completion date of your new home. Therefore we give you an “estimate date” in the Purchase Agreement. So we ask you to envision this date as a goal, one that we intend to comply with, but one that is subject to change.

**PLEASE DO NOT MAKE FINAL PLANS FOR MOVING UNTIL WE HAVE GIVEN YOU A CONFIRMED COMPLETION DATE. USUALLY, WE CAN GIVE YOU THIS DATE ABOUT 30 TO 45 DAYS PRIOR TO YOUR SCHEDULED ORIENTATION AND CLOSE OF ESCROW.**

## **MORTGAGE / LENDERS**

We recommend our “preferred lender” because they have a proven track record with Bay River Builders and are able to expedite loan approval within 30 days as outlined in your Purchase Agreement. Our “preferred lender” normally makes all loan decisions within seven days. As a buyer, you will want to make a decision on your loan request quickly for both peace of mind and protection of your earnest money.

You have the right to choose any lender. Should you do so, make sure to explain to your loan officer that you must have formal loan decisions made in your mortgage within 30 days of signing the Purchase Agreement.

## **OPTION SELECTIONS**

Selections for Option Standards (if any), Option Upgrades and Flooring must be made in a timely manner. Please plan on making your selections within 30 days of signing your Purchase Agreement. You will be given an “Option Cutoff Disclosure” at the time you sign your Purchase Agreement outlining the final cutoff dates you can make selections. Due to our building time lines, any selections submitted after the given cutoff date will be declined. Please refer to your Option Cutoff Disclosure for the specific dates regarding your purchase.

When using one of Bay River Builders Flooring Contractors for upgraded flooring, a deposit of approximately 10-20 % of your total flooring cost is required before any flooring is ordered.

To maintain quality, safety and control, only those Subcontractors under contract with Bay River Builders are allowed to participate in the construction of your new home. In addition, no outside suppliers may be used for any item.

## **SUBSTITUTION BY BAY RIVER BUILDERS**

Occasionally, it will be necessary for us to deviate from our original specifications and we will be required to make substitutions for certain materials, products, equipment, appliances, brands, etc. We reserve the right to substitute the new model, color, style or pattern for the old. We will substitute the closest possible match of equal or greater quality.

Further, we always reserve the right to make substitutions, without advance notification, of a material change that will improve quality, eliminate future service problems; lower maintenance cost and or generally enhances your home. Also, a modification to the design of your model, which may not appear on the sales plan, might be required. We make every effort to keep the sales literature up to date, but occasionally a change occurs too rapidly to incorporate into current sales information.

## **CONSTRUCTION PROCESS**

The construction of your new home differs from other manufacturing process in several ways. By keeping these differences in mind, you can enjoy the construction process as we build your new home.

## **PLANS and SPECIFICATIONS**

The building department of the city or county where your home is located must first review and approve the plans and specifications for your home. Bay River Builders constructs each home to comply with the plans and specifications approved by the building department. From time to time, city or county agencies adopt new codes or regulations that can affect your home. Such changes are usually in the interest of safety and are legal requirements, with which Bay River Builders must comply.

## **QUALITY**

Bay River Builders will build your new home to the quality standards demonstrated in our comparable built homes. Each new home is a handcrafted product-combining art, science, and raw labor. From time to time during the building process that takes several months and involves dozens of people, an error or omission may occur. We have a system for inspecting our homes to ensure that level of quality meets our requirements. We inspect every step of construction and are responsible for quality control. In addition, the county, city, and engineers conduct a number of inspections at different stages of construction. Your house must pass inspection before construction continues.

## **SUPERNTENDENT**

Bay River Builders has highly qualified staff of Superintendents. Your Superintendent's job is to ensure that your new home is built according to federal, state and local specifications and codes. The Superintendent's primary goal is to construct a home of quality in an expected time frame. The Superintendent will do this by monitoring the day-to-day activities and inspecting all levels of work to assure that quality is accomplished during all phases of work.

## **TENTATIVE COMPLETION DATE**

Once the construction process has begun, we still use the Tentative Completion Date as a goal. However, as mentioned earlier, there are many variables that may change during the construction process.

**Building delays can be caused by many factors, a few of which include material delivery dates, weather, and labor disputes and inspections holdups. Because of these and a host of other possibilities, we may revise the Tentative Completion Date on your house. A Walkthrough date will be established approximately thirty days from your close of escrow.**

You are welcome to check with us for the most current target date. Therefore, we request that you keep your moving plans flexible.

**To save your family worry, inconvenience and money, please do not make any firm plans until we have made a firm commitment to you.**

## **CLOSING PROCESS**

### **CLOSING**

Bay River Builders recognizes that timing is vitally important in the planning of your move and locking your loan. We can specify an exact delivery date no earlier than **thirty days** from your closing date. Until then, many factors can influence the schedule. The goal is to see that you are comfortable with the process of your home through the final close of escrow. Bay River's escrow coordinator will contact your lender and keep your Sales Representative up to date. If you have any questions please call your Sales Representative.

### **NOTIFICATIONS**

Bay River Builders walkthrough coordinator will send out a letter 60 days before your anticipated close of escrow, you will then get a phone call no earlier than 30 days before your house is due to close to schedule a firm Walkthrough and Title Appointment. This person works with the escrow and construction department to see that everyone's needs and expectations are met. Critical dates to remember are listed below. These dates will be based on the estimated completion or closing date of your home.

1. Loan Application to be completed the same week contract is written.
2. Loan information to be completed the same week contract is written.
3. Flooring appointment. Scheduled, selections and payments made within one week of signing Purchase Agreement.
4. Loan approval within 30 days of seller's acceptance of contract.
5. Walkthrough and Title appointments to be scheduled 30 days before close of escrow.
6. Funding & Closing 1 day after walkthrough.

In preparation of your closing, please make arrangements for homeowner's insurance. This is a requirement of your lender and coverage must be effective as of the date that your closing documents are signed. Please have your insurance agent contact the mortgage lender and Title Company with your coverage information. Upon receiving loan documents from your lender, escrow will be able to give you a dollar amount needed to close escrow. Please contact the Title Company one or two days before your title appointment for signing the closing documents. Keep in mind that a **CASHIER'S CHECK** or a **WIRE TRANSFER** from your financial institution made payable to the Title Company is required. For your convenience, your Gas, Electric and Water should be on in time for your Walkthrough. They will be connected in Bay River Builders' name. We require you to contact these companies within in 3 days after the close of escrow. Service will be discontinued on the forth days after you close escrow on your home.

## **DELIVERY of YOUR NEW HOME**

As your home nears completion, we will contact you to schedule a date and time for the delivery of your new home as well as scheduling the title appointment. Our orientations are scheduled Monday through Friday from 8:00 a.m. to 2:00 p.m. Bay River Builders Service Representative will conduct the demonstration of all the features and maintenance issues associated with your new home. This should take 60 to 90 minutes. This is an excellent time to ask questions about proper maintenance and operations of your new home. Please meet your Service Representative at your new home. It is important to be on time, as we sometimes schedule another appointment soon after yours. If you are more than 20 minutes late you will need to reschedule.

## **ALLOW ENOUGH TIME**

By arranging your schedule so you can use the full amount of time allotted. We expect the orientation to take 60 to 90 minutes. Past experience has shown that the orientation is most beneficial when buyers are able to focus all their attention on their new home and the information we are presenting. Although we appreciate that friends and relatives are eager to see your new home, it would be best if they visit at another time. Similarly, we suggest, if possible, children and pets not accompany you as they may take your attention away from important information. **Please make sure to bring your Homeowner's Maintenance Manual to use as a reference.**

In the 2-3 weeks prior to a new home being ready for an orientation, most of the items that you may see when you are in the home will be corrected. In the instance where something is of concern to you, please see your Sales Representative to fill out a correction activity sheet. Because we are concerned for your safety, we ask that you do not enter the home after we have installed carpet, (i.e., 15 working days before your orientation), due to the heavy workload going on at that time. If you and our Bay River Builders Customer Service Representative find any discrepancies or problems, they will be noted on an orientation form and scheduled for repairs or replacement. We will make every effort to complete orientation items within 30 working days; however, sometimes items may need to be ordered. We try to make sure that as many, if not all, items from your orientation are completed prior to your close of escrow.

If this is the case, we will schedule the completion of these items with you, this will not delay your closing. All Customer Service request after your orientation must be faxed, mailed or e-mailed into the main office. Our policy prohibits Sales and Construction from accepting request. Bay River Builders' Superintendents will schedule the meters to be set or your orientation. Please remember to have your utilities (gas, electric, and water) transferred into your name. Bay River Builders removes their name from the billing 3 days after close of escrow. Take time during your orientation to discuss the proper operation of the components in your home. It is especially important that you know the location of the utility controls and shutoffs. At the end of your orientation you will be asked to sign the walkthrough from stating that you have accepted your home subject to any items noted. All items that require repair must be noted on the walkthrough for, **no oral promises will be made.**

**PLEASE MAKE CERTAIN THAT ANY ITEM THAT COULD BE DAMAGED DURING MOVE IN ARE INSPECTED AND THEIR CONDITION NOTED ON THE WALKTHROUGH FORM. THESE ITEMS ARE NOTED BELOW. BECAUSE OF THE POTENTIAL FOR DAMAGE DURING MOVE-IN, WE WILL NOT BE RESPONSIBLE FOR THESE ITEMS FOLLOWING THE HOMEOWNER ORIENTATION IF THEY ARE NOT NOTED ON THE WALKTHROUGH FORM:**

- \_ Carpets-Carpets will not be cleaned after move-in.
- \_ Ceramic Tile Broken or chipped tiles on counter tops and floors.
- \_ Concrete-Damaged or stained concrete.
- \_ Drywall or Paint-Damaged or gouged drywall.
- \_ Finish on Appliances-Nicks, scratches or chipped.
- \_ Formica or Marble Tops-Marred scratched or chipped.
- \_ Screens- Torn or missing.
- \_ Vinyl Flooring-Marred, scratched or gouged.
- \_ Windows-Scratched, chipped or cracked glass

Bay River Builders Representative and our subcontractors will not enter your home in your absent or if there is not an adult home over the age of 18 years old after you move in. We will contact you to make arrangements to meet you at your home. When all orientation items are completed, we will ask you to sign off all the items. You then can schedule service calls between the hours of 8:00 am. to 3:00 pm. Monday through Friday. Subcontractor's appointment hours may vary.

## **CUSTOMER SERVICE**

Bay River Builders Customer Service Department is responsible for administering the terms of your Limited Warranty program. To assist Bay River Builders in handling your request efficiently, we ask you to review the Maintenance Guideline section of this manual. **If you have any questions after you move in, please call your Customer Service Coordinator.**

## **CUSTOMER SERVICE POLICY**

It is our policy that the Customer Service Department responds to all Customer Service request quickly and efficiently. If any warranty repairs arise during the Limited Warranty period, we try to schedule for completion within 30 days of your written request. Occasionally, due to circumstances beyond our control this process may take more than 30 days. Delays can be caused by material shortage, back order parts, weather and or by limited access to your home. If we are unable to access your home within 30 days we may send back your request and have you resubmit when an appointments can be made. If at any time we need for the homeowner to vacate their home for warranty repairs Bay River Builders will pay the homeowner \$125 dollars a day for food and lodging, the homeowner will need to make their own lodging arrangements. Field service work will be scheduled Monday through Friday from 8:00 a.m. to 3:00 p.m. Office service hours are Monday through Thursday from 8:00 a.m. to 4:00 p.m. and Fridays from 8:00 a.m. to 12:00 p.m. Some service appointments will need to be assessed by an Bay River Builders Field Representative before a subcontractor is scheduled. This will help decide if it's a Warranty issue, or if it's a Homeowner maintenance issue. If you believe you have a Customer Service Request, we suggest that you review the Maintenance Guideline section of this manual before you request service. If you have a question please call your Customer Service Coordinator. If you believe you have an emergency requiring immediate attention, please review the Emergency section. If your situation is not an emergency, please follow the steps for requesting service.

## **REQUESTING WARRANTY SERVICE**

Your Limited Warranty starts the day you close escrow on your new home. For your records, to assure quality and so that we may maintain a complete service record on your home, **all service request must be submitted in writing and mailed, faxed or e-mailed to Bay River Builders Customer Service Department.** Please fill out a Customer Service Request form completely, including address, work and home phone numbers. provide a brief description of the work requested and its location in your home

**Bay River Builders Customer Service Department**  
**PO Box 333**  
**Dunkirk, Md 20754**  
**Phone 301-855-5401**  
**Fax 301-855-3453**  
**e-mail [CustomerService@BayRiverBuilders.com](mailto:CustomerService@BayRiverBuilders.com)**

When we receive your request for service, your personal Service Coordinator will phone you to go over your work order and set up an appointment. Usually, we will send out one of Bay River Builders Field Customer Service Representatives to evaluate the problem to get a complete understanding. Take in mind building industry standards will be used when making these decisions for repair work to be done in your home. Bay River Builders takes pride in maintaining the highest standards. If you are dissatisfied with the quality of work or the level of professionalism by one of our subcontractors or employees, please contact the Customer Service Department.

## IN CASE OF AN EMERGENCY

We define an emergency as a problem that requires immediate attention to protect you and your family from harm and to avoid damages to your property, your home or lot. Including the following situations:

- A total stoppage of the plumbing and or sewer system during the first 30 days following your close of escrow. (For information on plumbing stoppages after 30 days, refer to the plumbing maintenance section in this manual).
- A water leak, which requires that the main water supply to your home be shut off.
- Total loss of electricity. (Check with the utility first for an outage in the neighborhood.)
- Loss of heating or air conditioning during extreme weather conditions \_  
Secondary condensation line leaking over a window.

In case of an emergency, your first step should be to protect your family from harm. Once you are sure of their safety, you should take steps to correct or lessen the effects of the emergency. Damage from a water leak can be minimized by turning off the water to a particular fixture or by turning off the main shutoff. The main shutoff is located @ the well holding tank;

Incase of an emergency, please call the Customer Service Department at 301-855-5401 if it's after business hours, call the contractor listed on your emergency contact list. **Do not delay in reporting an emergency.** Damages caused by a delay in reporting an emergency will not be the responsibility of Bay River Builders. The Limited Warranty does not cover damages to personal property. If your situation does not fall within the emergency guidelines, you should use the procedures outlined in this manual for requesting warranty service.

## **LIMITED WARRANTY ONE AND TWO YEAR**

### **TWO and ONE YEAR WARRANTY INTRODUCTION**

This Limited Warranty contains the full extent of the representations and warranties made by Bay River Builders as Seller to the Buyer (HOMEOWNER) with respect to the Buyer's purchase of the dwelling and that the seller's presentation of any model home in connection with the purchase of the dwelling was and is for illustrative purpose and shall in no event be construed as a warranty that the dwelling conforms to any such model. Except as covered by a Manufacturer's Limited Warranty, the Seller hereby provides a Limited Warranty for the dwelling against defect in the original material and workmanship, as hereinafter defined, for (1) full years or (2) full years from the date of delivery of title to the buyer. The responsibility of the seller to correct any defects or omissions shall be as follows:

The Seller will repair or replace, at no charge to the Buyer, any component of the dwelling, which shall be found to be either structurally or functionally defective, as defined above. The Seller will pay installation charges, if any. The Seller shall have sole right to determine the materials and methods to be used in making any repairs and to determine whether an item should be repaired or replaced. In order to take advantage of this Limited Warranty, Buyer must give written notice to the Seller of any claimed defect no later than the One and Two Year Warranty period from the delivery of title to the Buyer. Bay River Builders guarantees your home against defects described below provided that such defects are brought to Bay River Builders' attention, in writing during the One and Two Year Warranty starting with the date of possession at the close of escrow of the original purchaser. The guarantees set forth in this Limited Warranty are designed to protect the HOMEOWNER from the possibility of faulty construction or defective materials. The guarantees do not cover defects caused by normal wear and tear or by acts or natural disasters beyond the control of Bay River Builders. Nothing contained in this Limited Warranty shall be determined to make Bay River Builders an insurer of your property or of any third party. The period covered by this Limited Warranty can only be extended by a written statement by an authorized officer of Bay River Builders. No other action on the part of Bay River Builders or its employees or agents, including any steps taken to correct defects, shall extend the warranty period. Bay River Builders reserves the right to choose materials and methods used to make necessary corrections. Your Limited Warranty applies to items covered in the Limited Warranty as long as the defects are reported in writing before the end of the warranty period. Any item covered in the Limited Warranty which has been altered by any person or persons other than Bay River Builders, its employees or agents, are excluded from warranty coverage, and Bay River Builders will not be liable or responsible for corrective work performed by others nor for its cost.

## **TWO YEAR WARRANTIES**

### **Roof**

Bay River Builders guarantees the roof to be free from leaks for a period of two years, except where such defects are caused by acts or natural disasters beyond the control of Astoria Homes. This warranty does not cover defects, which result from HOMEOWNER'S failure to perform maintenance responsibilities. In addition, this guarantee does not cover damage caused by HOMEOWNER or his agents using the roof for any activity, or attaching any superstructure to which results in damage to the roof.

### **HVAC**

**Heating-** Bay River Builders guarantees proper operation of the heating system, in the original finished room areas, for a period of two. In addition, Bay River Builders guarantees your heating system was installed according to accepted heating and air conditioning practices and inspection agency standards. The guarantees do not include the system or any parts, which become defective through faulty operation, lack of routine maintenance or alterations by HOMEOWNER or his agents. Your Limited Warranty does not cover items such as the furnace or air conditioning units itself; these are warranted under the Manufacturer's Limited Warranty.

**Air Conditioning-** Bay River Builders guarantees proper operation of the air conditioning system, in the original finished room areas, for a period of two years. In addition, Bay River Builders guarantees your air conditioning system was installed according to accepted heating and air conditioning practices and inspection agency standards. The guarantees dos not include the system or any of its parts, which become defective through faulty operation, lack of routine maintenance or alteration by HOMEOWNER or his agents. Your Limited Warranty does not cover items such as the furnace or air conditioning units itself; these are warranted under the Manufacturer's Limited Warranty.

### **Plumbing**

Bay River Builders guarantees the plumbing system against defective workmanship or materials for a period of two years. **Failure of the system due to blockage of bathroom fixtures or sewerage lines will be corrected only if it occurs within the first thirty (30) days.** Failure resulting from your negligence or failure to keep foreign materials out of the system is excluded from Bay River Builders Limited Warranty. Adjustments and repairs after that time shall be considered normal maintenance to be done by the HOMEOWNER unless defective workmanship or material is involved.

### **Electrical**

Bay River Builders guarantees the electrical system, excluding light bulbs, against defective workmanship or materials for a period of two years, except where a failure in the system is caused by improper operation, use or alteration caused by HOMEOWNER or his agents.

### **Appliances**

Bay River Builders guarantees the appliances, against defective workmanship or materials for a period of two years, except where a failure in the appliance is caused by improper operation, use or alteration caused by HOMEOWNER or his agents. Your appliances are covered under a Manufacturer's Limited Warranty. All registration cards need to be filled out and mailed directly to the Manufacturer.

## **ONE YEAR WARRANTIES**

### **Concrete and Masonry**

Bay River Builders guarantees to repair substantial defects in all stucco, concrete, brick and other masonry in your home for one year. "Substantial Defects" are those, which significantly interrupt the surface or reduce its necessary structural strength. Minor cracking in concrete, stucco and other masonry are normal and will crack as part of the new home settling process and therefore are not covered under this Limited Warranty. Bay River Builders will not warrant against cracking, color variations or scaling of the concrete flat work which is caused by improper landscape watering, which includes, but is not limited to, sidewalks, driveways, patios and garage floors.

### **Driveways**

Bay River Builders guarantees, for a period of one year, the driveway against major settling. Minor cracking and discoloration are not covered by this warranty. Residential driveways are not designed to withstand heavy trucks and equipment. This guarantee does not apply to failure to the driveway, which results from unusually heavy trucks or alterations caused by HOMEOWNER or his agents. Minor indentations, tire marks, oil spots or other surface imperfections are not covered by the warranty.

### **Grading and Landscaping**

Bay River Builders guarantees for a period of one year that all slopes on HOMEOWNER'S lot will drain away from his dwelling for an adequate distance. The guarantee does not apply to damages resulting from alterations by persons other than Bay River Builders, or its agents, or resulting from failure of the HOMEOWNER to

assume normal maintenance responsibilities for his landscaping and grounds. Minor erosion of the yard can be expected with a new home and is the responsibility of HOMEOWNER to correct and maintain.

## **NON-WARRANTABLE ITEMS**

Bay River Builders delivers your new home cleaned in accordance with normal construction standards. Bay River Builders will not repair move-in damage or other damages caused by persons other than Bay River Builders, its employees or agents. The following defects are warranted and will be corrected by Bay River Builders, only if they are a result from the acts of Bay River Builders, or its agents and if they are noted in writing at the time of the walkthrough orientation.

- \_ Defects in the appearance of interior and exterior finished surfaces.
- \_ Chipping of porcelain, tile, vitreous china and counter and vanity tops.
- \_ Torn screens.
- \_ Broken, scratched or damaged glass and mirrors.
- \_ Carpets will not be cleaned after move-in.
- \_ Vinyl, marred, scratched or torn.

Any such defects not noted in writing at the time of the walkthrough orientation will be the responsibility of HOMEOWNER to correct.

**Bay River Builders makes no warranties other than those described. The company's obligations under the warranty are limited solely to making the necessary repairs in a workmanlike manner.**

**Service Request Address**

**Attn: Customer Service Department**

**Bay River Builders**

**2829 Chesapeake Beach rd.**

**Dunkirk, Md 20754**

**(301) 855-5401**

**Fax (301) 855-3453**

**e-mail [CustomerService@BayRiverBuilders.com](mailto:CustomerService@BayRiverBuilders.com)**

## “TOP 10 MISTAKES MADE BY NEW HOMEOWNER’S”

**1. Alteration Of Finished Grades.** Alterations of finished grades by the homeowner or an after market contractor result in some of the most costly claims made in the construction defect arena. At the very minimum, the Building Cod requires that the house be delivered to the homeowner with the surrounding bare lot sloped away from the house at a **2 % slope**. A slight v-shaped impression is cut in the lot, called a **swale**. Rainwater is intended to flow away from the house, through the **swale**, and eventually to the street. Unfortunately, the homeowner or an after market contractor will often pour the sidewalks and patios directly on top of the finished grade thus altering the water floe by trapping it between the walkway and the house. Swimming pool contractors have been known to set their decks and coping too high, causing water to flow back towards the house. Often, the effect of altering the storm water flow around the house causes it to seep under the foundation. This means the wet soil can swell or sink up to 30 %. The swelling soil actually lifts the house; sinking soil will leave sinkholes and can cause extensive interior and exterior damage.

**2. Concrete Patio Poured too High.** In addition to being poured with a **2%** slope, a concrete patio or deck should be poured at least (2) inches below threshold and stucco weep screed (a weep screed is the metal band at the bottom of the stucco just above the ground). The weep screed allows water that may get behind the stucco to run down the foundation. Pouring the patio or deck too high can result in rainwater being drawn back up into the stucco. As s result, decay of the structure may occur.

**3. Deck Trellis, Sunscreens, or Patio Covers Attached Improperly.** This description includes other structures that are connected to the house. There are many proper ways to create a watertight connection between the deck or patio cover and the house. Unfortunately, these “add on structures” are often just nailed or bolted directly to the outside of the house. Inevitably, rainwater finds its way into the penetrations and the **dry rot** process begins. It is critical that the ledger (the board that is placed up against the side of the house) be either flashed with metal or caulked in with an industry-approved manner. **Note: Nearly all-local governments require a building permit to construct any structure that is attached to the house.**

**4. Irrigation Sprinkler Head Spray Against the House.** Irrigation sprinkler heads that spray against the siding, masonry or stucco wall of the house can lead to rotted walls and leaching of the color from the stucco. Exterior walls are not constructed to withstand constant exposure from landscape irrigation. It is important that all irrigation heads be directed away from the house. Irrigation heads should be checked regularly to make sure they have not become twisted are pointing towards the house.

**5. Bathroom and Laundry Vents Disconnected or Unused.** Bathroom and laundries are areas of high humidity. Bathroom and laundry fans should never be disconnected, and the fan should always be used. Failure to use the fans can result in water vapor getting into drywall, the electrical outlets and even the framing members. Over time, mold, mildew and fungi may grow in these areas.

**6. Walking on the Roof.** A homeowner should never walk on his or her roof. Not only can walking on the roof be a slip and fall hazard, but also untrained persons are likely to break the roof covering and cause roof leaks.

**7. Upper Cabinets Overloaded.** While lower cabinets rest on the floor, upper cabinets are hung from the wall using screws or nails. By sticking heavy dishes and glassware in upper cabinets, a homeowner can load the cabinet beyond its capacity. This can result in sagging shelves, or worse yet, detachment of the cabinet from the wall. In a related item, cabinet drawers are often overloaded and then pulled too far. This action results in the plastic guides being snapped off at the back of the cabinet drawer

**8. Floor System Overloaded.** Builders must meet the minimum requirements for floor deflection (up and down movement). Many homeowners are surprised to learn the Building Code permits more deflection than which they may be comfortable with. Household items such as waterbeds, pool tables and weight lifting equipment can cause significant floor deflection. Its best to keep heavy items on the first floor, if possible.

**9. Storage of Household Items in the Garage and Attic Trusses.** The garage and attic trusses are designed to support the weight of the roof and ceiling and not the weight of anything else. Unfortunately, many homeowners view the space above the garage and in the attic as additional space for storage. Storing household goods in these areas can result in sagging of the roof trusses or possible collapse.

**10. Tinting of Dual Pane Windows.** Most new homes are constructed with dual pane windows. The two panes of glass are separated by spacer up to 5/8-inch thickness. The air space between the dual panes is dead air. This area is so tightly sealed that air can neither enter nor leave the space. By placing a tinting film on the inside of the window, the sun's rays are reflected back into the dead air space. The temperature in this space can become so hot it may cause the "rubber-like" seal to rupture, and the insulating value of the window is lost. Homeowner's should never tint a dual pane window on the inside.

## **PERFORMANCE GUIDELINES**

The following chapters cover Performance Guidelines and Maintenance for residential construction. When reading a section of particular interest, the following hints are offered to avoid misinterpretation and misunderstanding.

1. Is the condition identified in this manual? Check the index or table of contents.
2. If a measurement is necessary to determine the guideline, have you measured accurately?
3. Have you allowed the condition to get worse before notifying Bay River Builders?
4. Is the condition covered under Bay River Builders Limited Warranty?
5. Is the condition homeowner caused? For example: The roof leaks because you walked on the roof to put up Christmas lights.
6. Is the condition a maintenance item? For example: caulking around the tub area.

## **AIR CONDITIONING TWO YEAR WARRANTY**

### **Cooling**

**General Subject Information:** Air conditioning can greatly enhance the comfort of your home, but if it's used improperly or inefficiently, wasted energy and frustration will result. Your air conditioning system is a whole-house system. The air conditioning system involves everything inside your home including drapes, blinds, furniture and windows. Your air conditioning is continually recycled and cooling until the desired air temperature is reached. Warm outside air disrupts the system and makes cooling impossible. Therefore, you should keep all windows closed. The heat from the sun shining through windows with open drapes is intense enough to overcome the cooling effect of the air conditioning unit. For best results, keep drapes closed when there is direct sunlight coming through.

Time is very important in your expectations of your air conditioning system. Unlike a light bulb, which reacts instantly when you turn on a switch, the air conditioning unit only begins a process when you set the thermostat. For example: if you come home at 6 p.m. when the temperature has reached 90 degrees F and set your thermostat to 75 degrees, the air conditioning unit will begin cooling, but will take much longer to reach the desired temperature. During the whole day, the sun has been heating not only the air in the house, but the walls, the carpet, and furniture. At 6 p.m. the air conditioning unit starts cooling, but the walls, carpet and furniture release heat and nullify the cooling. By the time the air conditioning unit has cooled the walls, carpet and furniture you may well have lost your patience.

Set the thermostat in the morning while the house is cooler, allowing the system to maintain the cooler temperature. The temperature setting may then be lowered slightly when you arrive home, with better results. **Once the system is operation, setting the thermostat at 60 degrees will not cool the home faster and can result in the unit freezing up causing damage to the unit. Manufacturer recommends changing filters every 30 days.**

**Performance Guidelines:** Central air conditioning should be capable of producing temperatures of 78 degrees F or a differential of 15 degrees from the outside temperature; which ever is greater, measuring in the center of each room 5 feet up from the floor. In all cases the system must be operating 2 hours prior to measurement. A temperature variation of 4 degrees F from room-to-room is considered acceptable. Compressors should not fail within the manufacturer's warranty period

**Bay River's Responsibility:** Make the necessary corrections and repairs to meet the above performance guidelines. Bay River Builders will repair any leaks and recharge the system, assuming the homeowner or after market contractor did not cause the leak. Replace the failed compressor if it fails within the two- year warranty period.

**Homeowner's Responsibility:** In room that have potential for high heat, such as rooms with a large number of windows, the homeowner must provide effective blockage from the sun infiltration in order for the above performance guideline to apply. For example, installing drapes, shutters or blinds will help. Homeowner should prevent children from playing around air conditioning lines. Homeowner is responsible for compressors after the two-year warranty. **Maintenance Alert!** The homeowner should inspect condensate lines twice a year. If a trickle discharges from the secondary line above the window, homeowner should schedule the system to be serviced now. Air filters need to be replaced every 30 days.

## **APPLIANCES TWO YEAR WARRANTY**

**General Information:** Kitchen appliances are warranted by their manufacturer. All warranty registration cards are provided for the homeowner to complete. If the appliance is not performing as intended, a service technician from the appliance manufacturer is the source for repair.

### **Comments:**

1. When does a non-performing appliance become Bay River's responsibility versus a manufacturer's responsibility? The rule of thumb is if the problem is contained within the appliance itself, it is the appliance manufacturer's responsibility. If the problem is on the outside of the appliance it is Bay River's responsibility. For example, if the dishwasher latch won't it is the manufacturer. However, if it is a cosmetic issue such as a dent or scratch it is Bay River's responsibility. (Which is only covered at the time of orientation).
2. It is very important that the homeowner register the appliance with the manufacturer within the first 10 days of taking delivery of the home

**Performance Guidelines:** All appliances should function in the manner that the manufacturer intended.

**Manufacturer's Responsibility:** Repair the appliance in a prompt manner in accordance with the manufacturer's warranty

**Bay River's Responsibility:** Deliver the appliance to the homeowner at the time of the orientation without any cosmetic damage.

**Homeowner's Responsibility:** Register all appliances and read all manufacturers' operating instructions. Contact the manufacturer for service.

## **ALARM PRE-WIRE ONE TIME REPAIR**

**General Subject Information:** Bay River Builders only pre-wires, we do not connect the system. The homeowner will have to make arrangements with an Alarm Company to do all final connections. Bay River Builders makes a one-time repair to any pre-wire.

**Performance Guidelines:** Pre-wire should work after outside contractor finishes final install of homeowner's personal choice

**Bay River's Responsibility:** Bay River Builders will correct wiring that does not perform as intended.

**Homeowner's Responsibility:** To hire a licensed contractor to finalize the alarm system. To inform Bay River Builders if there is a wiring problem to inspect before they have their contractor make repairs.

## **ATTIC ACCESS NO WARRANTY**

**General Subject Information:** The attic access is neither designed nor intended for storage. Bay River Builders provides access to this area for maintenance of mechanical equipment that may be placed in the attic space. When maintenance is performed in the attic, use caution and avoid stepping off wood members onto the drywall. This can result in personal injury or damage to the ceiling below

**Performance Guidelines:** None. The attic space is only for access to mechanical equipment. (HVAC)

**Bay River's Responsibility:** To provide access to mechanical equipment.

**Homeowner's Responsibility:** Maintenance free. **This is also mentioned in "TOP 10 MISTAKES MADE BY NEW HOMEOWNER'S".**

## **CABINETS ONE YEAR WARRANTY**

**General Subject Information:** There are two conditions common to cabinets: 1. The finish is wearing prematurely, or 2. The drawer brackets fail. Cabinet finishes tend to age more in hot, humid rooms and areas then surround sinks due to water being splashed on the finish. The wood in your cabinets is a natural product. It is subject to drying and changing wood grain color as they age. Any replacement of doors or drawers will result in grain and color variations that is a byproduct from a natural product, which Astoria Homes has no control of.

**Common Problems:** As a new home settles from the rough framing materials, the structures will have a tendency to contract when the rough lumber dries out. This has the potential to affect interior finishes and is considered normal. Normal repairs to settling cabinets at the ceiling and walls is caulking for cosmetic reasons only. Cabinets in contact with water and lack of proper maintenance are major contributing factors to warping. Cabinetry in front of a sink may need to be refinished when not properly maintained by the homeowner. Drawer guides that support the drawer openings commonly fail due to the following: Drawers are over loaded and then pulled out to far. Laminates surfaces peeling away due to water or liquid spills not being cleaned up. Hinges can become loose and occasionally may need to be retightened or adjusted, a simple homeowner maintenance item.

**Performance Guidelines:** Any space or gap along the top or sides of the cabinet frames that exceed 3/16 inch is considered unacceptable. Cabinet doors should not warp more than 1/4 inch from the face to the frame. Cabinet drawers guides should open and close smoothly with out tugging or pulling. Cabinets that are covered with high-pressure laminate should not delaminate under normal conditions. Hinges should open smoothly with reasonable ease or effort. Gaps between cabinets that are joined should not be more than 1/16 inch.

**Bay River's Responsibility:** If the cabinets do not meet the performance guideline, and was not the result of negligence by the homeowner, then Bay River Builders will repair as necessary. If a replacement is done, Bay River Builders does not guarantee color or grain match

**Homeowner's Responsibility:** The homeowner should use caution when loading upper cabinets so not to over load them. The homeowner should properly maintain all cabinets, particularly in moist areas. If it is determined that the homeowner was negligent with maintenance, Bay River Builders will not be held responsible.

## **CARPET ONE YEAR WARRANTY**

**General Subject Information:** You can add years to the life of your carpet with regular care. Carpet wears out because of foot traffic and dirt particles that get trampled deep into the pile beyond the suction of the vacuum. The dirt particles wear down the fibers like sandpaper and dull the carpet. The most important thing you can do to protect your carpet is to vacuum frequently, at least twice a week and have it professionally cleaned once a year. Carpet comes in 12-foot widths, making seams necessary in most rooms. Visible seams are not defect unless they have been improperly made. Carpets with short nap, Berber type and plush or shags tend to show seams more than others. Carpet that is exposed to direct sunlight will fade. Make sure to protect carpet from sunlight coming through windows. There has not been a carpet made that will not stain. Most carpets are stain resistant. Carpet replacements will not match.

**Performance Guidelines:** Visibility of carpet seams is acceptable unless the seam is not butted tightly, and the seam tape shows. Carpet should be stretched tightly, without areas of looseness. If the carpet becomes loose, Bay River Builders will re-stretch once during the one-year warranty period. Carpet fibers usually do not separate from the backing unless the carpet is cleaned improper and allowed to remain wet. Proper maintenance is a homeowner's responsibility. Carpet fading is homeowner's responsibility. Discoloration is usually the result of spills or pet stains. The homeowner should have the carpets professionally cleaned.

**Bay River's Responsibility:** Bay River Builders will make necessary repairs to meet the above performance guidelines. There should be no fading or discoloration at time of orientation. For any carpet replacement, Bay River Builders will not guarantee color match due to dye lot.

**Homeowner's Responsibility:** Choose carpet colors and types that will provide the longest life for your life style. Do not let sunlight continuously beam onto the carpet, as it may cause fading. Promptly clean any spills in accordance with manufacturer's recommendations. Homeowner should get manufacturer's recommendations when making selections and will need to read and follow those directions.

## CAULKING HOMEOWNER MAINTENANCE

**General Information:** Time and weather will shrink and dry caulking so that it no longer provides a good seal. Caulking compounds and dispensers are available at your local hardware store. This should be part of your routine maintenance. You should inspect all areas where their might be caulking sink tops, tubs, toilets, showers, windows, doors and ceramic tile areas. Repair by re-caulking as needed.

**Performance Guidelines:** At the time of walkthrough orientation Bay River Builders confirms all areas are caulked adequately for the appropriate areas. Re-caulking is the homeowner's responsibility.

**Bay River's Responsibility:** During the walkthrough orientation Bay River Builders confirms that all appropriate areas are caulked.

**Homeowner's Responsibility:** To maintain the caulking in and around all wet areas.  
**Maintenance Alert!** If caulking is not maintained around tubs, showers and toilets, discoloration of the surrounding area can result. Bay River Builders will not be held responsible for homeowner negligence.

## CERAMIC TILE ONE YEAR WARRANTY

**General Subject Information:** Ceramic tile is one of the easiest floor coverings to maintain. Simply vacuum when needed. Occasionally, a wet mopping with warm water may be appropriate. Avoid adding detergents to the water. The ceramic tile on your counter tops and bath wall may be washed with any non-abrasive soap, detergent or tile cleaner. Abrasive cleaners will dull the finish. Sealing the grout is something the homeowner is responsible for and is a personal choice.

**Performance Guidelines:** Tiles having cracks that are visible to the untrained eye, and any loose tiles need to be replaced as long as the homeowner had slip sheet installed. Hairline cracks in the grout are considered acceptable. Cracks larger than 1/32 inch should be re-grouted. For tiles that are flat, adjoining tiles should be no more than 1/16 inch higher or lower. For tiles that are handmade with uneven surfaces, the butt at the grout joints should not exceed 1/4 inch in elevation from surrounding tiles. Any tile or grout replacement will not match unless using existing tile; grout color will always vary.

**Bay River's Responsibility:** Bay River Builders will replace cracked tiles and reset loose tiles as long as the homeowner purchased slip-sheet under the tiles. Chipped need to be noted on the orientation form and are not covered after move-in. Any replacement of tiles or grout will not match due to dye lot.

**Homeowner's Responsibility:** The homeowner should be aware that ceramic tiles are brittle and can be cracked, chipped or broken by placing or dropping heavy objects on them; Bay River Builders is not responsible for the resulting condition. Homeowner should purchase slip-sheet from flooring contractor it's the homeowners responsibility to seal all grout.

## CONCRETE/FLATWORK ONE YEAR WARRANTY

**General Subject Information:** When it comes to concrete, there is one fact that all homeowners must realize: **CONCRETE WILL CRACK.** Concrete walkways and driveways are constructed with joints that create a weakened plane or thinner section of concrete. The purpose of these control joints is to contain the cracking to specific areas. Therefore cracks in control joints are a normal occurrence and are considered acceptable. There are many reasons that concrete cracks most are not related to any structural problems. Trees planted too close to concrete, over watering or if the driveway is used for a large RV, moving vans and concrete trucks will void your warranty.

**Performance Guidelines:** Any crack that exceeds ¼ inch width or exceeds ¼ inch vertical is considered unacceptable. Minor cracking is normal. A crack that occurs along side a joint that is cut into the driveway or walkway is considered acceptable. Any standing or ponding water that exceeds 3/8 inch in depth in a circle more than one foot in diameter is considered unacceptable. All water should drain off or evaporate within 24 hours. A driveway should never be higher than the garage slab. Concrete stoops that join the foundation should not separate from the foundation by more than ¼ inch. Color of the concrete may vary for up to two years before becoming uniform.

**Bay River's Responsibility:** Bay River Builders will meet the above performance guidelines, providing the cracking is not a result of any homeowner misuse or negligence (this includes homeowner over watering of the surrounding area and causing the soil to expand). If the concrete cracking exceeds the guidelines, Bay River Builders will make the appropriate repairs as necessary. Bay River Builders will also be responsible for replacement of any landscaping that might be damaged as a result of the repairs.

**Homeowner's Responsibility:** Cracks that occur at the control joints are to be maintained by the homeowner. **Maintenance Alert!** This maintenance consists of filling the crack with a concrete caulk. Also the homeowner should maintain the area around the driveway and walkway in a way that will not allow soil to be washed away from beneath the concrete. When planting trees in the vicinity of any concrete product, it is important to consider the potential growth of the root system. Washing concrete when the temperature is high can cause damage to the bonding of concrete. Sweeping is recommended.

## COUNTERTOPS ONE YEAR WARRANTY

**General Subject Information:** The following types of countertop materials are commonly used in residential construction: ceramic tile, granite, and marble, plastic laminate, solid surface and cultured marble. **Ceramic tile tops**-corner and v-caps are made at a different warehouse or plant than the field tiles so there will always be a slight color difference. **Granite** is a natural product. The color and veining are never exactly alike. **Marble** is also a natural product. The color and veining will not match and as it is a very soft stone and will scratch very easily. **Plastic Laminate** is subject to cuts and burns from homeowner's. **Solid surfaces** (Corian, ect.) are a man made product. **Cultured Marble** is also a man made product.

**Performance Guidelines:** All counter tops need to be inspected at the orientation. Cuts, scratches, chips, gouges and burns are not covered after move-in by Bay River Builders. Any separations at joints and back splashes that exceed normal settling 1/32 inch will be evaluated by Bay River Builders and repaired.

**Bay River's Responsibility:** Bay River Builders will repair countertops as necessary, providing that homeowner misuse or negligence did not cause condition. Bay River Builders will check all counter tops at orientation for cosmetic damages.

**Homeowner's Responsibility:** To examine counter tops carefully at orientation. Avoid placing hot pots, pans in direct contact with counter top. Do not use counter top as a cutting board. Clean up spills. Maintain caulking around sinks and back splashes. Do not use abrasives to clean any type of counter top.

## **DOORS ONE YEAR WARRANTY**

**General Subject Information:** The exterior door for your new home is made out of fiberglass or steel. These doors are remarkably resistant to fading, weathering and warping. Interior doors are made of painted hardboard. Because of expansion and contraction with changes in heat and humidity minor warping and sticking of doors can occur. This is normal and may correct itself as conditions change. You should allow your home to go through at least one dry and one damp season before making any adjustments.

**Performance Guidelines:** Doors should not warp in excess of ¼ inch. Doors should stay shut when closed. “Phantom” openings and closings are considered unacceptable. Door latches should engage firmly in the strike. Some doors may need to be adjusted. This is suggested towards the end of your one year warranty.

**Bay River’s Responsibility:** Bay River Builders will make necessary corrections to meet the above performance guideline. Adjustments are a one time repair and should be done towards the end you the homeowner’s one year warranty. Bay River Builders will check for cosmetic damages at orientation.

**Homeowner’s Responsibility:** Do not hang anything heavy on doors or doorknobs. This can pull hinges out of adjustment. Seasonal humidity changes can result in the door swig performance, this is acceptable. Any adjustment should be scheduled towards the end for the homeowner’s one year warranty period. Check for cosmetic damage at time of orientation.

## **DRYWALL ONE YEAR WARRANTY**

**General Subject Information:** Drywall, also known as sheetrock, gypsum board or wallboard, is the predominant inside facing covering. Drywall is made in a factory in sheets that are typically 4 feet x 8 feet x ½ inch thick. The drywall is nailed or screwed to the wood studs, and the joints are covered with a paper tape and gypsum based compound. Special corner pieces, known as corner bead, is nailed on at the corners. When the walls are smooth. They are then textured by spraying a gypsum compound on the walls and ceilings. Texture is more art than science. As the wood frame house dries, cracks can be expected to appear in the plaster or drywall. Common places for cracks to appear are at the top of windows and where the wall meets the ceiling.

**Performance Guidelines:** Cracks in excess of 3/32 inch in width are considered unacceptable. Nail pops that are visible from a distance of six feet under normal light are unacceptable. Cracked or pulled corner bead, or tape seams that have pulled away are visible at a distance of six feet under normal lighting are considered unacceptable. Drywall crowing in ceilings should not exceed ¼ inch in a 32-inch distance across under normal lighting. Texture surfaces should be consistent under normal lighting.

**Bay River's Responsibility:** Bay River Builders will repair all settling cracks one time during the one year warranty. This is suggested at the end of your warranty to allow settling to take place. Bay River Builders will inspect the drywall at the time of orientation for any cosmetic damages. If at any time the homeowner needs to vacate his or her home for drywall repairs Bay River Builders will provide the homeowner with \$125 a day for room and food, homeowner will have to make their own sleeping arrangements.

**Homeowner's Responsibility:** The homeowner should realize that wall and ceiling texturing is an art and not precise science. Expect some irregularities. The irregularities are often more prominent at night when single light sources, such as light fixtures casting shadows. The homeowner needs to inspect the drywall at the orientation before move-in.

## **ELECTRICAL SYSTEM TWO YEAR WARRANTY**

**General Subject Information:** The electrical system in your new home was designed by professionals to comply with stringent local, state and national building codes. The location of the breaker box will be shown to you during your orientation. This is the primary protection device for your electrical system. It is intended for normal residential use. Any changes or additions to your electrical system may void your warranty and can result in damage to your home.

**Bay River Builders strongly recommends that you consult a licensed electrician to make changes and additions to your electrical system.**

You will have two different kinds of outlets in your home: 1. A wall outlet for general use. You may plug a variety of things into these outlets. 2. GFCI outlets are generally located in or dedicated to the outlets in the kitchen, baths, outdoors and the garage. Any location that could be moist or damp must be protected with a GFCI. **Do not** plug appliances such as power tools, air conditioners, FREEZERS or REFRIGERATORS into GFCI outlets. The electrical surge that occurs with these appliances cycling will trip the GFCI outlets.

**Performance Guidelines:** Circuit breakers that trip frequently, under proper design usage are indications of an unacceptable circuit or a malfunctioning appliance. Ground Fault Interrupters should be installed in accordance with the electrical building code. Light fixtures should not be tarnished at time of orientation. Switch and plug plates that protrude more than 1/8 inch from the finish wall are considered unacceptable. A light switch that sticks or requires tapping or jiggling to turn on lights or appliances is unacceptable. Bath and laundry room fans will be noisy.

**Bay River's Responsibility:** Bay River Builders will inspect all circuits, determine the problem, and make necessary repairs. Bay River Builders is not responsible for flickering lights when the homeowner overloads the outlets with high capacity appliances. All light fixtures will be inspected at orientation. Bay River Builders will adjust switch and outlet plates to be flush and level; caulking is an acceptable repair

**Homeowner's Responsibility:** Avoid overloading circuits with multiple appliances and add-on outlets. Circuit breakers are located in the main panel where your meter is located. The circuits are labeled inside the panel. Test GFCI monthly. **DO NOT PLUG FREEZERS OR REFRIGERATORS INTO GFCI OUTLETS.** Inspect all light fixtures at time of orientation. Do not disconnect the bath or laundry room fans.

## **FIREPLACES TWO YEAR WARRANTY**

**General Subject Information:** Fireplaces that are installed in houses today function more as decorative items than as sources of heat. Many fireplaces are considered gas appliances and are not equipped to burn anything other than the gas supplied to them. A typical chimney built today will be capped with a code-approved spark arrestor. Because all chimneys must be open to the outside in order to perform, they may pass some rainwater during periods of high wind-driven rain.

**Performance Guidelines:** Water should not drip into the fireplace during normal rainstorms. However, rainwater may pass down the chimney during extreme wind driven storms. Fireplaces should be constructed so that all gases are carried out the chimney or flue. Panels that crack during the warranty period are considered unacceptable. At time of orientation, glass doors should open and close freely, and should close with a gap of no more than ¼ inch when closed.

**Bay River's Responsibility:** If water drips into the fireplace during a normal rainstorm, Bay River Builders will make necessary repairs. Bay River Builders will make necessary repairs to meet above performance guideline.

**Homeowner's Responsibility:** Keep the damper closed when the fireplace is not in use. Always check damper before starting a fire. Check glass of fireplace at time of orientation for cosmetic damages. Do not burn any paper or other logs that are not intended for your fireplace.

## **FOUNDATION ONE YEAR WARRANTY**

**General Subject Information:** Bay River Builders will install the foundation of your home according to the recommendations of our consulting engineer. The walls of the foundation are poured with steel reinforcing rods. To protect your home's foundation, follow the guidelines for installation and maintenance of landscaping and drainage in this manual. Shrinkage or backfill cracking are not unusual in foundations.

### **CONCRETE DOES CRACK.**

**Performance Guidelines:** Cracks that occur on slab floors should not exceed 3/16 inch in width or 1/8 inch in vertical displacement over any 12-inch length. The slab should be level and even, and any deviation should not exceed 1/2 inch vertical change in 20 feet.

**Bay River's Responsibility:** Some concrete cracking will occur and is inevitable. However, if the cracks are greater than the acceptable guideline, Bay River Builders will repair the concrete in a manner that will meet the above performance guideline. Usually the repair consists of filling the crack with a latex fortified cement mixture or epoxy.

**Homeowner's Responsibility:** The finish grade along the foundation must slope a minimum of 1/4 inch per foot away from the foundation to allow proper drainage.

**Maintenance Alert!** Any changes made to the landscaping or adding from the foundation need to confirm with the above. Periodic inspection of the irrigation system, materials and slopes are necessary for proper and adequate maintenance.

## **GARAGE DOOR ONE YEAR WARRANTY**

**General Subject Information:** Your garage doors were selected from the most dependable brands manufactured to assure years of service. Installation of a garage door opener by anyone other than the subcontractor will void your warranty on the garage door. **Never attempt to repair the garage door coils. Severe injury can occur if the coils break or release.**

**Performance Guidelines:** Some water from wind driven rains can be expected. This is acceptable. The garage door should operate smoothly and completely, as intended by the manufacturer unless damage is caused by homeowner misuse. Garage door openers should operate only their own assigned frequencies. Random external signals should not cause the door to open or close. All cosmetic damages need to be noted during your orientation.

**Bay River's Responsibility:** Unless the homeowner has been negligent or abusive in the use of the garage doors, Bay River Builders will make adjustments to malfunctioning doors as required. Bay River Builders will check the doors at the orientation for cosmetic damages.

**Homeowner's Responsibility:** Read all instructions manuals that are furnished with the automatic door opener. Inspect the door at your orientation for cosmetic damages.

## **GAS SHUT-OFFS ONE YEAR WARRANTY**

**General Subject Information:** You will find shut-offs on gas lines near their connections to each item that operates on gas. Most will have a red sometimes a yellow handle. In addition, there is a main shut-off at the meter on the garage side of the house. We point these out during the orientation

**Performance Guidelines:** If you suspect a gas leak, leave the home and call YOUR GAS COMPANY or Bay River Builders immediately for emergency service. The gas company is responsible for leaks up to the home. Bay River Builders will correct leaks from the meter into the home.

**Bay River's Responsibility:** Bay River Builders is responsible for any gas leaks from the meter into the home and will correct and repair.

**Homeowner's Responsibility:** To first remove your family from any danger, then call for repair.

## **GAS WATER HEATER TWO YEAR WARRANTY**

**General Subject Information:** Your water heater is covered by a warranty from the manufacturer. Please read the operating instructions located on the side of the tank. If you discover you have no hot water, check the pilot, temperature setting and water supply before calling for service.

**Performance Guidelines:** Bay River Builders will provide a gas water heater that meets the energy code of the state of Nevada and supplies hot water to all appropriate fixtures in the house.

**Bay River's Responsibility:** To supply the home with an adequate water heater.

**Homeowner's Responsibility:** To read all manufacturer's warranties. Do not store materials around the water heater.

## **GRADING AND DRAINAGE HOMEOWNER**

### **MANITENANCE**

**General Subject Information:** The final grades around your home have been inspected and approved for proper drainage of your lot. Our surveyor completes a drainage certification and then the local building inspector as well as Bay River Builders inspects the site. Typically, the grade around your home should slope  $\frac{1}{4}$  inch per every foot, tapering to a 2-percent slope. In most cases, drainage swales do not follow property boundaries. Maintain the slopes around your home to permit the water to drain away from the home.

**Performance Guidelines:** All soils that surround the foundation of the building should slope a minimum of  $\frac{1}{4}$  inch fall for every foot.

**Bay River's Responsibility:** At the time of delivery, Bay River Builders must meet the above performance guidelines.

**Homeowner's Responsibility:** The homeowner has a responsibility to always maintain the above performance guideline. **Maintenance Alert!** Homeowners may violate the guideline in one or two ways. 1. During the installation of landscape materials, they modify the existing grade by leveling it out, causing either a negative slope or a flat slope, or 2. They hire a landscaper that modifies the grade.

## **HARDWARE ONE YEAR WARRANTY**

**General Subject Information:** Doorknobs and locks should operate correctly with little attention. Over time, they may need slight adjustments due to normal use.

**Performance Guidelines:** Doorknobs should operate smoothly without requiring a great deal of effort to disengage the strike or deadbolt.

**Bay River's Responsibility:** Bay River Builders will repair or replace any unacceptable door latch whose improper performance is not a result of lack of homeowner maintenance or misuse.

**Homeowner's Responsibility:** Doorknobs and mechanisms should be lubricated annually with a lubricant. **Maintenance Alert!** Never slam doors back and forth.

## **HARDWOOD FLOORS ONE YEAR WARRANTY**

**General Subject Information:** In daily care of hardwood floor, preventive maintenance is the primary goal. Sweep on a daily basis or as needed. Never wet mop a hardwood floor. Excessive water can cause wood to expand and can possibly damage floor. Placing heavy furniture or dropping heavy or sharp objects, and lady's high-heeled shoes can cause dimples. Wood floors respond noticeably to changes in humidity in your home. Especially during the winter months, expect some shrinkage.

**Performance Guidelines:** Hardwood flooring should be installed according to manufacturer's recommendations. Wood floors should be finished without gouges, abrasions or crowning. Some unevenness can be expected because portions of the grain of wood are softer than others. Floor joints should be tight, gaps should not exceed 1/32 inch, if you can slip a credit card in the joint, and it's too big. Wood floors naturally have color variation. The same species of wood may come in many different colors

**Bay River's Responsibility:** At the time of the orientation, Bay River Builders will confirm the wood floor was delivered to the homeowner without any cosmetic damages. If gaps between boards exceed the guideline, Bay River Builders will repair or replace. Wood filler is an acceptable repair.

**Homeowner's Responsibility:** Any surface gouges and abrasions should be brought to the attention of Bay River Builders at the orientation. After move-in, cosmetic damages are the responsibility of the homeowner. Floor care is important. If a water-based liquid is spilled on the floor, or your house is kept at a high humidity, the floorboards may swell and become uneven. Bay River Builders is not responsible for this condition. Always maintain hardwood floor in accordance with the manufacturer's recommendations. Use only those cleaning products recommended by the manufacturer.

## HEATING SYSTEM TWO YEAR WARRANTY

**General Subject Information:** Your house is equipped with a forced air-heating unit. The forced air system consists of natural gas and a series of large ducts located in the attic. Ducts supply warm air into the house. The forced air system also has a return air component that circulates the air back to the heat source. Many factors control interior comfort for heating a house. Some factors include placement of furniture, the amount of windows in a room, whether the windows are shaded, ceiling height and location of the room in the house. For example, a room that is located above the thermostat will be warmer in the winter than a room located below the thermostat. The downstairs will be cooler in both summer and winter. This is because warm air rises to the ceiling and cool air falls to the floor.

**Performance Guidelines:** The heating system should be designed so that every room achieves a temperature of 70 degrees. All measurements should be made in the middle of the room, three feet from the floor. A temperature variation of 4 degrees from room to room is considered acceptable. The thermostat can vary 4 degrees F from room to room. Noise levels in bedrooms should not exceed 25 dB (decibels) and noise levels in other rooms should not exceed 40 dB. As a result, the system may have a noise level that is irritating to some occupants.

**Bay River's Responsibility:** Bay River Builders will meet the above performance guideline. If homeowner has failed to cover large windows so as to minimize heat loss, Bay River Builders will not be responsible for above guideline.

**Homeowner's Responsibility:** Homeowner should be aware that it is not possible to achieve a uniform temperature throughout the house. Large windows should be properly draped. Homeowner should change or clean the filters every 30 days. A dirty filter will reduce airflow and cause the system to use more energy.

## INSULATION ONE YEAR WARRANTY

**General Subject Information:** Insulation is important for house comfort and decreased dependency on energy usage. The building department that issues the building permits requires Bay River Builders to submit a series of calculations showing the house will meet the minimum requirements of the energy code. Also, code requirements vary depending upon designated climate zones in the state. Therefore, a house in Lake Tahoe that looks identical to one in San Diego may have a significantly different insulation package. Typically insulation comes in two forms: 1. Batts, which are often fiberglass, pink or yellow and 15 to 23 inches wide by 8 or 10 feet long. 2. Loose fill, which looks like packing material, and is generally blown through a large hose into the attic.

**Performance Guidelines:** Insulation should be present in every attic that is built over habitable space. All insulation should meet the R-Values depicted by the building department. Insulation should not be placed against eave vents.

**Bay River's Responsibility:** All insulation will meet the R-Values as specified or Bay River Builders will correct.

**Homeowner's Responsibility:** Much of the comfort a house provides depends on the lifestyle of the occupants. For example, it is unrealistic to expect that an air conditioner turned on at 5 pm on a hot day could effectively and entirely cool the house by bedtime. In wintertime furnaces should be programmed to come on in the morning at least 30 minutes before the occupants wake. Constant adjustments to the thermostat will result in uneven temperatures and periods of discomfort. Also, insulation of insulation drapes and shades is an important way to increase house comfort and decrease energy consumption.

## **LANDSCAPING 30 DAY WARRANTY**

**General Subject Information:** Bay River Builders provides landscaping for the front yards of all our homes. The irrigation is stubbed to the back yards for the homeowner to tie into and continue the irrigation to any planting they might do. The care taken of landscaping and proper maintenance is essential in keeping the property looking well kept and attractive. Plant materials will vary depending on the time of year. **Winterizing the PVB value is the responsibility of the homeowner.** The irrigation clock has a one year warranty.

**Performance Guidelines:** Any plants that die within the 30 day warranty period will be replaced, provided that the homeowner performed proper maintenance. Minimal weed growth is to be expected. Water should not spray directly onto the building. Wind driven over-spray is acceptable. The irrigation clock should operate as intended by the manufacturer.

**Bay River's Responsibility:** If any plants die within the 30 day warranty period and is not a result of improper homeowner maintenance Bay River Builders will replace. Bay River Builders does not warranty acts of nature, i.e.: high winds, below normal temperatures or above normal temperatures.

**Homeowner's Responsibility:** The homeowner needs to pay particular attention to not over water or under water landscaping. Over watering can cause serious structural damage, insect infestation and plant root rot. Adjusting the watering times is homeowner maintenance. Winterizing of the PVB value is the responsibility of the homeowner. This will be shown to you at your orientation

## **MILDEW/MOLD HOMEOWNER MAINTENANCE**

**General Subject Information:** Molds live in the soil, on plants and dead or decaying matter. Outdoors, molds play a key role in the breakdown of leaves, wood and other plant debris. Without molds, our environment would be overwhelmed with large amounts of dead plant matter. Moisture control is the key to mold control. Molds need both food and water to survive. Since molds can digest most things, water is the factor that limit mold growth. Molds will often grow in damp or wet areas indoors. Common sites for indoor growth include bathroom tile, laundry rooms and leaky water sources. It is impossible to eliminate all molds and mold spores in the indoor environment. However, controlling moisture can control mold growth.

**Performance Guidelines:** Any signs of mold need to be taken serious when first noticed. Failure to take appropriate action will cause mold growth. This is a homeowner responsibility and any recovery cost will be the responsibility of the homeowner.

**Bay River's Responsibility:** If mold is a result of a plumbing, roof or HVAC condensation leak Bay River Builders will remove and repair according to the New York City mold guidelines.

**Homeowner's Responsibility:** To notify Bay River Builders of any water leak no matter how small so we may investigate. Fix any leaky plumbing, watch for condensation and wet spots. Perform regular inspections of plumbing, HVAC and caulking around tubs and showers. Clean and dry wet or damp spots within 24-hours. Don't let foundations stay wet. Provide drainage and slope the ground away from the foundation.

## **MIRRORS ONE TIME REPAIR**

**General Subject Information:** To clean mirrors, use any reliable liquid glass cleaner or polish. Avoid acidic cleaners and splashing water under the mirror; either can cause the silvering to deteriorate.

**Performance Guidelines:** All mirrors need to be inspected at the orientation for scratches and chips. Bay River Builders will not warranty and cosmetic damages after move in.

**Bay River's Responsibility:** To deliver the mirrors to the homeowner at the orientation without any cosmetic damages.

**Homeowner's Responsibility:** To inspect all mirrors at the orientation. After move-in there is no warranty on cosmetic items.

## **PAINT AND STAINS ONE YEAR WARRANTY**

**General Subject Information:** Simply defined, stains are liquids that penetrate into the surface (usually wood) to allow the grain to be visible, while paints cover the surface of the material not visible. Adequate homeowner maintenance and refinishing at suitable intervals are equally important. Durability of painted and stained surfaces is also directly related to the exposure to which it is subjected. Surfaces that receive direct sun or the full force of storms can be expected to require more frequent refinishing.

**Performance Guidelines:** Paint should not fade, flake or chalk within the manufacturer's Warranty. All surfaces to receive paint should be uniformly coated without any unpainted or to lightly painted spots (also called "holidays" in the painting trade). Paint should be applied smoothly and evenly, without any runs or drips. Stains are absorbed by wood in different degrees, depending on the prevalence of sapwood, knots and character of the tree from which the wood product was made.

**Bay River's Responsibility:** In the case of premature fading or flaking, Bay River Builders will take appropriate action to remedy the non-performing condition. Any areas that are not painted in conformance with the guidelines will be repainted properly.

**Homeowner's Responsibility:** It is important to observe the condition of painted surfaces during your orientation cosmetic issues will not be addressed after move-in. An annual inspection is recommended. Maintenance and touch-up should be undertaken before degradation proceeds too far. The homeowner should keep all varnished and lacquered surfaces reasonably free of excessive moisture and heat

## **PLUMBING TWO YEAR WARRANTY**

**General Subject Information:** The plumbing system features modern design and materials. It will provide trouble-free service for your family for many years. We recommend that you become familiar with your plumbing system as soon as you move in. The plumbing system in a house consists of three main components: water supply piping, wastewater piping, and fixtures. Both copper and plastic are used for water supply piping in new homes. Waste piping which carries wastewater from fixtures in the house, is black plastic piping called ABS. Wastewater piping also has pipes that protrude through the roof of the house. These are called vents; the purpose of the vents is to allow the wastewater to flow through the pipes without becoming "air locked". The vents also help dissipate odors. Fixtures are items like toilets, bathtubs, and sinks. Nearly all plumbing fixtures have traps, which are a U shaped part of the piping. Toilets have traps built into the bowls. The main shut off for your home is located in the garage; you also have a shut off located in the sidewalk in front of your home. Other shut offs will be shown to you at your orientation.

**Performance Guidelines:** Water supply piping, gas piping and wastewater piping should not leak. At the time of the orientation, all fixtures should operate as intended and all drains should flow freely. Water pressure should be between 15 psi and 80 psi. All fixtures should not be scratched, chipped or damaged at time of orientation. Showerheads and tub spouts should be secured so they cannot move in or out more than ¼ inch. Brass fittings should be free from tarnish at the orientation. Toilets should not leak. Federal Law requires that all toilets installed in new construction flush with 1.6 gallons of water or less.

**Bay River's Responsibility:** Bay River Builders will make corrective repairs to any leaking pipe. Bay River Builders is not responsible for blockage past 30 days unless it can be determined that the cause of the blockage was construction related. Bay River Builders will meet all building codes for water pressure. Bay River Builders will repair any chipped, scratched and damaged fixtures one time at the orientation. Bay River Builders will repair any leaking toilet as long as the homeowner did not close bare floor and had the there flooring company pull and reset the toilets. Any brass fixtures that are tarnished at the orientation will be corrected.

**Homeowner's Responsibility:** It is the homeowner's duty to notify Bay River Builders upon noticing any water leaks, no matter how small. Failure to give timely notice can result in health hazards, personal injury, and structural damage. In areas where the water pressure is low, this condition is beyond Bay River Builders' control and should be addressed with the agency that supplies the water. All plumbing fixtures need to be inspected at the orientation for any cosmetic damages.

Homeowners need to take great care by not using the tub spout to get in and out of the tub, and not to hand heavy objects from the showerhead. If you chose to go bare floor you are responsible for re-setting the toilets and any leaks that may result from the toilets. All brass fixtures need to be inspected at the orientation.

## **RESILIENT & VINYL FLOORING ONE YEAR WARRANTY**

**General Subject Information:** Although vinyl flooring is designed for minimum care, they do have maintenance needs. Wipe up spill and vacuum instead of washing floors frequently with water. Excessive amounts of water can penetrate seams and get under edges, causing the material to lift and curl. Most sheets of vinyl and resilient flooring come in 12-foot goods. So if your room is wider than 12-feet you will have seams. Care needs to be taken when moving in. Moving appliances across the vinyl floor can result in tears and wrinkles, also walking on the floor with high heel shoes may cause damage to the surface or cause dents.

**Performance Guidelines:** Vinyl flooring should be installed with tight joints not to exceed 1/64 inch. Your vinyl floor should be delivered to you at your orientation without any gouges, tears or cosmetic damages.

**Bay River's Responsibility:** To deliver the vinyl floor to the homeowner at their orientation without any cosmetic damages. Any floor seams that separate or curl, and as long as it is not the result of homeowner neglect, Bay River Builders will repair the seam.

**Homeowner's Responsibility:** To inspect all the vinyl flooring for cosmetic damages at the orientation. Homeowners should follow the flooring manufacturer's cleaning and care instructions they get from the flooring company. It is the homeowner's responsibility to notify Bay River Builders of any water damage to the vinyl floor as soon as possible, no matter how small. If the flooring becomes discolored as a result of moisture and the homeowner does not notify Bay River Builders there was a water problem, the floor will be replaced at the homeowner's own expense.

## **ROOF TWO YEAR WARRANTY**

**General Subject Information:** Concrete roof tile are not considered the waterproofing membrane of the roof system. Roof tiles serve three purposes: 1. Complimenting the architectural design of the house. 2. Controlling the majority of the roof water by means of shedding water down their overlapping courses and into the edge of the roof overhang. 3. Protecting the waterproofing membrane. The felt below the roof tiles, metal flashing, and the tiles themselves comprise the entire roof weatherproofing system.

**Performance Guidelines:** All roof systems should be installed in a watertight fashion and should not allow any kind of water intrusion under normal weather conditions. Tiles should not be loose or fall from the roof. All cracked and broken tiles are considered unacceptable. All roof tiles will be fastened according to the manufacturer's recommendations as well as within building codes.

**Bay River's Responsibility:** If the roof leaks under normal weather conditions, Astoria Homes will correct and repair any damages. Bay River Builders will remove and replace any loose or fallen tiles. Bay River Builders will replace any cracked or broken roof tiles at the orientation. Bay River Builders is not responsible should the homeowner walk on the roof and break any roof tiles.

**Homeowner's Responsibility:** Homeowners should not walk on roof tiles, because concrete and clay tiles are subject to breaking. Generalized inspection can be done from ladders adjacent property or with field glasses. If a more detailed inspection is necessary, it is advisable to hire a qualified, licensed roofing contractor to inspect.

## **ROUGH CARPENTRY ONE YEAR WARRANTY**

**General Subject Information:** Some floor squeaks are unavoidable, but every reasonable effort will be made to correct them. Floor will deflect (bend) when walked on. This will be more noticeable next to hutches, bookcases, pianos, chairs and any other heavy furniture upstairs. This is not a structural deficiency. Floor squeaks come and go with the humidity.

**Performance Guidelines:** Floors will be level within  $\frac{1}{4}$  inch within any 32-inch distance. Any wall that's out of plumb more than  $\frac{1}{2}$  inch in a 8-foot distance or walls that are bowed more than  $\frac{1}{4}$  inch in any 32-inch measurement are unacceptable.

**Bay River's Responsibility:** Bay River Builders will correct any rough framing that does not meet the above performance guideline. Floor squeaks will be corrected one time during the one-year warranty. This is suggested at the 11-month.

**Homeowner's Responsibility:** To realize there will be some deflection when putting heavy furniture upstairs. If you have floor squeaks, they will be taken care of one time during your one-year warranty and should wait until the 11-month to have repairs done, as some times floor squeaks come and go with settling and the humidity.

## **SMOKE DETECTORS TWO YEAR WARRANTY**

**General Subject Information:** According to code, smoke detectors are required to be installed in specific rooms in a residence, interconnected with each other. New installations of smoke detectors must be wired to the house electrical system as well as having a battery operated back up. If one smoke detector alarms sounds, all should sound.

**Performance Guidelines:** Smoke detectors are designed to be smoke sensitive; this is for the protection of the occupants. In all likelihood when smoke detectors sound at the time of cooking the room has been overloaded with cooking vapors. All smoke detectors should operate as intended by code. Smoke detectors that do not operate because the battery is dead are considered a homeowner maintenance item.

**Bay River's Responsibility:** Bay River Builders is responsible for installing a code-compliant detector system. If the detectors sound at inappropriate times, Bay River Builders will correct

**Homeowner's Responsibility:** The homeowner needs to cook in a manner that does not cause undue quantities of smoke to be generated within the house. **Maintenance Alert!** Homeowner should test all smoke detector once a month using the test button on the detector. All detectors operate both off the house wiring and a battery back up. The homeowner should make sure the batteries are changed on a regular basis so the back up system will function in the event of a power failure.

## STUCCO ONE YEAR WARRANTY

**General Subject Information:** Stucco is a coating material that is applied to the exterior of the house. Your home was installed with a one-coat system. This method consists of a water barrier and then a foam board applied to the studs or sheathing of the house frame. Next, wire lath is stapled to the foam boards, and then cement product is applied with trowels or by spraying. Lastly, a finish coat called lacing is applied then painted. The thickness of the one coat is about 3/8 inch plus the thickness of the foam board. **WHY DOES STUCCO CRACK?** When a new house is built, the wood framing material contains up to 19% moisture. As the lumber dries, the wood shrinks, causing stress cracks to the stucco. Expansion and contraction is an inherent characteristic of a wood structure. When the house expands and contracts during the settling period (generally 9 months), stucco is certain to crack in predictable locations around windows and doorframes. The condition should be expected and is normal. **Always Remember: STUCCO WILL CRACK.**

**Performance Guidelines:** All exterior stucco should not have any cracks that exceed 1/8 inch in width. However, cracks less than 1/8 inch covering 33% of one-foot square area of a dry surface, is unacceptable. It is normal for stucco walls to have a wavy appearance under low light or artificial lighting. The final finish will not be perfectly flat.

**Bay River's Responsibility:** Stucco cracks that exceed the performance guideline above will be fixed one time during the warranty period. This should be scheduled at the end of the warranty period of the house can finish settling. Stucco repairs may be noticeable. Bay River Builders will try to match the paint as close as possible.

**Homeowner's Responsibility:** Do not alter the finish grade around the perimeter of the house. Undrained, wet soil can cause foundation movement, which could result in stucco cracking. If cracks exceed the performance guidelines listed above, the homeowner should notify Bay River Builders. The homeowner should expect the stucco to crack around windows and door openings. These cracks will only be fixed one time during the warranty period.

## WINDOWS/SLIDING DOORS ONE YEAR WARRANTY

**General Subject Information:** Windows come in many different types such as side vent, single hung, double hung and fixed. The installation methods and operation of the windows are similar. The windows that have been installed in your home are what we call dual pane glass: two panes of glass made into a “sandwich” with dead air space in the middle. The sandwich is sealed so that the air cannot leave the space. This dead air space provides an insulating quality that windows with a single pane don’t have. When the seal is broken, moisture enters between the panes, and the window becomes foggy. The windows also have weep holes, at the bottom of the track to allow moisture to drain outside. Sometimes during a wind driven rain, the tracks may fill up with water. This is normal, but you should keep the weep holes clean to allow any rainwater to drain. Tinting the windows can cause heat to build up inside the panes and could void your warranty.

**Performance Guidelines:** At the time of orientation, glass should be free of scratches when looking straight at the window at a distance of 10 feet. Damaged glass after the orientation is not Bay River’s Responsibility. Imperfections in the glass, such as “cat eyes” are unacceptable. All windows should open and close freely without undue pressure or force by an adult of average strength. Dual windows should not rupture during the warranty period, providing there is no misuse by homeowner. Window grids should not drop inside the dual panes.

**Bay River’s Responsibility:** Bay River Builders will inspect the windows at the orientation for broken or scratched glass. Any imperfections will be replaced during the warranty period. Any window that does not operate properly will be adjusted. Any dual pane window that has a seal break will be replaced as long as the homeowner has not installed tint on the window. Any grids that drop inside the panes will be replaced as long as the homeowner has not installed tint on the window within the warranty period.

**Homeowner’s Responsibility:** The homeowner needs to inspect all the windows from 10 feet at the orientation for any cosmetic damages. After the homeowner closes on the house, all scratched windows will be the responsibility of the homeowner. Window tracks need to be cleaned and lubricated monthly. Installing tint on your windows will void your warranty with the manufacturer. Some water from wind driven rain may collect in the track, this is normal. Some fine dust may be present on the windowsill, this is also normal, and comes from the weep holes that were put in by the manufacturer at the bottom of the window.

## **WALLS/BLOCK MASONRY ONE YEAR WARRANTY**

**General Subject Information:** Please note that fencing height around your home may vary from that at the models and from homes with different grade elevations. Fence elevations will follow the grade (dirt). Standard block walls are nine courses of block. One or two of these courses can be below grade (dirt) at certain points due to grading requirements. Walls exposed to moisture can experience efflorescence (a white powder). This is a natural occurrence. Colder temperatures and sprinklers splashing on the walls make this condition worse. Keep all irrigation water from all exterior surfaces.

**Performance Guidelines:** Any cracks in the wall that exceed ¼ inch are not acceptable. Exterior brick and block should be free of mortar staining from a distance of 20 feet. Some settling will occur, this is normal.

**Bay River's Responsibility:** Bay River Builders will repair any crack that exceeds the performance guideline by caulking, tuck-pointing, patching or painting. Bay River Builders cannot be responsible for color variation between originals and new mortar. Bay River Builders will clean or paint any stains on the block wall.

**Homeowner's Responsibility:** The homeowner needs to be careful not to change the grade of the landscape, so as not to undermine the block wall footings. Homeowner needs to keep all sprinklers adjusted and away from the block wall. All irrigation should be 5 feet away from all exterior walls.

## **WOOD TRIM ONE YEAR WARRANTY**

**General Subject Information:** Because wood is a natural, porous material, it requires protection with paint if it is exposed to the elements. Surfaces that receive direct sun in the morning and mid-afternoon will require more frequent repainting. Inspect these surfaces every six months. Repaint every five or six years or as needed.

**Performance Guidelines:** Joints in the wood should not exceed ¼ inch splits; less than 1/8 inch is acceptable. Paint that peels within the warranty period is unacceptable. Bowed or twisted boards that exceed 3/8 inch in an 8 feet is unacceptable.

**Bay River's Responsibility:** Bay River Builders will meet the above performance standards by caulking, replacing or repainting. Bay River Builders will try to match paint color as close as we can.

**Homeowner's Responsibility:** After the warranty period, this is a homeowner maintenance item.

## **HOMEOWNER MAINTENANCE**

The importance of maintaining your new home on a regular basis is directly comparable to maintaining a brand new car. If you never change the oil or get don't get the car a tune up, little problems will eventually become big problems.

Similarly, your new home is designed and built to last for many years, and yet it has numerous components and equipment that requires you to complete periodic maintenance by implementing the following preventative maintenance guidelines.

To help you pinpoint when specific maintenance items should be performed, this CHECKLIST is divided into certain time periods. After Move-in, Every Month, Every Three Months, Every Six Months, Annual, Plus Spring and Fall.

For additional information please refer to the appropriate manufacturer's instructions.

## **AFTER MOVE-IN CHECKLIST**

### **\_ BATHROOMS**

Check and reapply caulking and grout at all ceramic grout

### **\_ ELECTRIC**

Locate the main circuit breaker and show all family members how to turn off in case of an emergency.

### **\_ FIRE EXTINGUISHER**

Purchase a general-purpose fire extinguisher for each floor of the home plus one small one for the kitchen for grease fires.

### **\_ FLOORING**

Attach furniture protectors underneath furniture legs to protect hardwood, vinyl and ceramic tile floors.

### **\_ HOUSEHOLD TOOLS**

Acquire basic tools to help you with home maintenance chores: pliers, flat-blade and Phillips head screwdriver, claw hammer, hand saw, tape measure, caulk and caulking gun, putty knife, paint roller and brush, power drill and drill bits, assorted nails, screws, bolts, sandpaper, utility knife, toilet plunger and flashlight.

### **\_ LANDSCAPING**

Follow your landscaping instructions for year-around landscaping care. Bay River Builders will give you a water guide from the Las Vegas Valley Water District to use.

### **\_ PLUMBING**

Locate the main water shut off value and show all family members how to turn off the water in case of a plumbing leak. Locate the sewer cleanout. Check under all sinks after you move objects inside the cabinets.

## **EVERY 3 MONTHS**

### **\_ INTERIOR DOORS**

Lubricate hinges.

### **\_ GARAGE DOOR**

Lubricate hardware. Inspect mechanism for free play. Adjust if necessary. **Do not adjust or attempt to replace the spring coil on the garage door.** Check hinge screws for tightness.

### **\_ WINDOWS**

Check sills for caulking and re-caulk if necessary. Clean tracks and lubricate as necessary with a non-oil based lubricant. Clean sliding glass door-track and lubricate.

## **EVERY 6 MONTHS CHECKLIST**

### **\_ DOORS**

Check screws on door lockset and hardware and tighten as necessary. Lubricate bi-fold and by-pass doors as necessary with a non-oil based lubricant. Clean sliding door track and apply silicone based lubricant spray to tracks

### **\_ ELECTRIC**

Test and reset all GFCI (Ground Fault Circuit Interrupter).

### **\_ EXTERIOR FINISHES**

Check for cracks and voids in exterior caulking and re-caulk as necessary. Check exterior painted surfaces for damages and weathering.

### **\_ PLUMBING**

Check water supply lines and valves to sinks and toilets. Tighten if loose or leaking. Clean out faucet aerators, spray nozzles and drains. Check pipes and drains for water leakage.

## **EVERY MONTH CHECKLIST**

### **\_ AIR CONDITIONING AND HEATING**

Check and replace air filters. Vacuum air return to remove dust and lint.

### **\_ CABINETS**

Check drawers and hinges for proper alignment. Tighten and adjust as necessary.

### **\_ GARBAGE DISPOSAL**

Clean disposal blades by grinding up ice cubs. Freshen it with baking soda and or by grinding up citrus fruit rinds.

### **\_ INTERIOR CAULKING**

Check for cracks or separations in caulking around sinks, bathtubs, toilets, faucets, countertops, backsplashes ceramic walls, vinyl, ceramic floors, window sills and any other area originally caulked by Bay River Builders.

### **\_ FAUCET AERATORS**

Check proper flow of water. If the flow is reduced, clean the aerator screens. During the first two-month, the faucet aerators could require more frequent cleaning.

### **\_ PERIMETER INSPECTION**

Check foundation for erosion and fill eroded areas (settling of dirt next to house).

### **\_ PLUMBING**

Check under kitchen and bathroom cabinets for leaks. Tighten fittings carefully. Check the area around the hot water heater for leaks.

### **\_ RANGE HOOD**

Clean or replace dirty filters.

### **\_ SMOKE DETECTORS**

Test all smoke detectors.

### **\_ WINDOWS**

Check sills for caulking or separations as necessary. Check windows for smooth opening and closing. Clean tracks and lubricate as necessary.

## **SPRING CHECKLIST**

### **\_ AIR CONDITIONING SYSTEM**

Have HVAC contractor perform seasonal maintenance check-up for summer.

### **\_ ROOFING**

Visually inspect roof from the ground for loose or missing roof tiles. Contact roofing contractor should repairs be required.

### **\_ IRRIGATION**

Adjust the clock on your irrigation system for appropriate watering times.

## **FALL CHECKLIST**

### **\_ HEATING SYSTEM**

Have HVAC contractor perform seasonal maintenance check-up for winter.

### **\_ IRRIGATION**

Adjust the clock on your irrigation system for appropriate watering times.

## TROUBLESHOOTING SUGGESTIONS

In case of an emergency contact the Bay River Builders Customer Service Department at 248-4094 during business hours; after business hours call the 24-hour emergency number 477-6426. The section titles Emergencies located near the front of this manual may also be of assistance. For other problems that arise, we provide these Troubleshooting Suggestions for your convenience.

### PLUMBING

1. If a water main breaks or a major plumbing leak develops, turn off the main water valve. The location will be pointed out during your orientation walk. An additional shutoff is located in a ground level box near the street.
  2. If you notice a leak under a sink or toilet, turn off the water to the fixture by using the shutoff valves located in the manifold panel or behind the unit. Arrange for service.
  3. If a toilet becomes clogged, turn off the water to the toilet. Arrange for service, if it is 30 days after the homeowner has moved in this becomes the responsibility of the homeowner for payment to the plumber.
  4. If you notice a leak in the tub or shower, turn off the water at the manifold panel or at the main shutoff and arrange for service. **Do not use the shower or tub until service can be provided.**
  5. If there is a leak at the water heater, turn off the shutoff valve on top of the heater to off. Turn the gas supply off and drain the water heater.
  6. If you notice a water spot (darkened areas) on your wall or ceilings, you may have a water leak. Determine the source of water if possible and take steps to prevent further damage. If the leak can be traced to one location (toilet, sink or tub) turn off the water to the fixture. Contact Bay River Builders Customer Service Department for service. If the leak cannot be isolated, turn off the main water service.
  7. If you notice water dripping from the PVC pipe coming out over the overhang (usually located over a window) there could be a problem with the air handlers in your attic, call the HVAC Company for service.
- If your home has a manifold system, it features shutoffs for all fixtures and for the main water supply. The location and use of the manifold system will be demonstrated at your orientation. If you have any questions about the manifold system please call the customer service department.

## ELECTRICAL

If a complete power outage occurs, look to see if your neighbors have electrical power. If the power is off in your neighborhood, call the electric company to report the outage. If the outage is limited to your home, inspect all circuit breakers, including the main breaker. If a breaker appears damaged leave it off and call for service. If the breakers are not damaged, turn them off and back on one at a time.

**IMPORTANT NOTE: If your main circuit breaker trips or is turned off, wait 2-3 minutes before turning it on. Then, restore power to the other circuits one by one. This avoids overloading the system.**

1. If you notice sparks or smell burning, find the location of the odor or sparks. If an appliance is plugged into that outlet, check the appliance for a short in the cord or other problems and unplug it. If this is not the problem, shut off the problem circuit and call for service. **Important Note: Immediately call the fire department if there is any possibility of a fire.**

2. If there is no power to a bathroom, kitchen, garage or any outside receptacle, these may be connected to a Ground Fault Circuit Interrupt (GFCI) device designed to interrupt the flow of electricity preventing electrical injury or damage. Locate the nearest GFCI outlet. If the reset button has tripped, unplug the appliance; press the reset button to restore power. If power is not restored, check the main panel box for a tripped circuit breaker and reset. Two hair dryers being used at the same time could trip the GFCI. Defective appliances can also trip the GFCI. Rarely will a GFCI be too sensitive and require replacement. Contact customer service if you have a question about the GFCI outlets in your home.

3. **Important Note: Do not use power tools, refrigerators, freezers or appliances in GFCI outlets. Do not plug an appliance with a separate transformer or an item with a timing device into GFCI outlets.**

4. If there is no power to an electrical outlet, make sure that a wall switch that may be turned off does not control the outlet.

## **HEATING AND AIR CONDITIONING**

1. If the heating system is not working properly, make sure the thermostat is set to a temperature higher than the room air and the thermostat is turned to the “heat” position. Make sure the circuit breaker is in the on position. If you are unable to isolate the problem, call Bay River Builders Customer Service Department for service if still under warranty.
2. If your air conditioning unit shuts down or will not start, make sure the thermostat is set to a temperature that is cooler than the room air. Then, turn the air conditioner off at the thermostat and inspect the circuit breaker. If the breaker is tripped, reset it and restore power to the unit.

## **IMPORTANT INFORMATION**

We are interested in providing complete, accurate information on your new home. The following pages have important facts on your new home, the materials that were used in construction and other details that will complete your knowledge of the home. Please review this section carefully.

If you have questions about your home before you close escrow, please contact your sales representative. After you occupy your new home, please direct your questions to the customer service department.

Model homes have several functions. They may be used as the sales office, to demonstrate products in the home, and as a showcase. These multiple uses can require larger air conditioners and other equipment that is neither appropriate for residential use. The model homes also may display a variety of features, finishes, materials, color and products that are not included in specific production homes. The following should clarify the items and features in your new home that may differ from the models

## **COLOR VARIANCE**

Variations in color occur in all manufactured products. Manufacturers may discontinue certain colors and products. Although every effort is made to provide consistent color, variances may be noticeable in paint, masonry, stucco, tile, carpet, cultured marble surfaces and other colored surfaces. Exposure to the sun and water will alter the color more rapidly. These variances may be especially noticeable where a repair has been made. An exact color match of materials is not covered by your warranty.

## **CONCRETE, MASONRY AND STUCCO**

Due to the extreme weather and temperature in our area and to the nature of concrete, masonry and stucco, it is normal for concrete to shrink and expand. This can result in normal hairline cracking to the surface, which does not affect the strength or performance

## **CONSTRUCTION METHODS**

Bay River Builders builds homes that meet or exceed local building codes. Construction methods can vary from home to home due to variations in plans, elevations and the requirements of local building codes.

## **DESIGN**

Production homes can have design features that differ from those in the model homes. The difference could be in materials, interior and exterior colors, surface coverings, doors, windows, garage doors and other features. Bay River Builders reserves the right to change design without notice. If a modification is made, the materials will be of equal or superior quality.

## **DIMENSIONS**

Production homes can have different interior and exterior dimensions than those of the model home. The differences can result from variations in the lots, change in design that are made after the models are completed and other factors. Do not use the model home as a guide for measuring for décor items.

## **DRAINAGE**

Your lot has been graded to keep water away from your foundation. The grading plan for your lot has been engineered and graded to local, state and federal standards. Failure to maintain grading can result in damage to your home, your lot and to neighboring property. Any alteration of the established grade plan for your lot may void the landscaping and drainage warranty.

Consult a professional before you make changes to the grade of your lot. Your warranty does not cover damage to your lot or other lots by changes or alterations in the grading and drainage system.

## **EASEMENTS AND UTILITIES**

Your property may be subject to certain easements that should be reflected on your title report, which will be given to you. Consult your title report before any alterations are done on your home or lot.

## **ENTRANCE AND WALKWAY**

The entrance and walkway of the models can vary in size, location and material from production homes.

## **HEATING AND AIR CONDITIONING SYSTEM**

The temperature in your home can vary from room to room. This variation is normal. It is due to differences in your home's orientation to the sun, shade from neighboring homes, trees, landscaping and other factors. Ideal balance is not always possible. Do not turn the air conditioning system off. Part time cooling is not economical. Leave your thermostat alone. When you find a temperature that you prefer, it is best to leave the thermostat alone. Shades, drapes, shutter and screens should be installed on windows exposed to direct sunlight. Clean or replace air filters every 30 days.

## **HOMEOWNER MAINTENANCE RESPONSIBILITY**

The features and systems in your new home require maintenance. Refer to the maintenance section in this manual and, if necessary, please consult a professional for advice on your maintenance requirements. Damage, deterioration and destruction of items due to improper or inadequate maintenance by the homeowner are not covered by your warranty.

## **HOMEOWNER ASSOCIATION**

The homeowner association, where applicable, is responsible for certain areas of the subdivision and budgets for such maintenance. Monthly dues are required. The homeowner association must be consulted prior to any additions, changes or alterations to exterior colors and trim and for other changes. Consult the homeowners association, and or applicable CC&R'S.

## **LANDSCAPING**

The landscaping for the model homes features more planting more mature planting, special plant selections, denser planting and unique features. These features are not found in the production homes.

## **MARKETING**

The representations of features, settings, finishes and other items that are used in advertising and sales materials may differ from those in production homes.

## **MILDEW**

Mildew results when moisture accumulates in a confined area. Over watering of landscaping can result in mildew.

## **PLUMBING FIXTURES**

Plumbing fixtures are susceptible to damage and staining if water is permitted to stand on the surface or because an abrasive cleansing product is used.

## **SUBSTITUTION**

Substitute materials that differ from those in the model homes may have been made in the construction of your home due to situations beyond the control of Bay River Builders. Substituted materials will be of equal or superior quality.

## **TILES**

The color of manufactured tiles can vary in color from tile to tile. The consistency of tile color is not warranted. Further, no representation or warranty is made that the tile colors and finishes in your new home will be available in the future.

## **UNAUTHORIZED OPTIONS**

**Bay River Builders does not permit the installation of options by anyone other than Bay River Builders prior to the close of escrow.**

## **UPGRADES BY BUYERS**

The use of independent contractors, other than those who are under contract with Astoria Homes, will void any warranty, implied or written, with respect to any and all damages caused, directly or indirectly, as a result of the work.

## **ORIENTATION ITEMS**

Items for repair or replacement noticed during the orientation will be completed within 30 days or less. It is possible that some items will be completed before close of escrow.

## **WATER PRESSURE**

Your warranty does not include any representation or warranty that the current water pressure level will prevail in the future.

## **GLOSSARY**

### **AERATOR**

Located at the end of the kitchen and bathroom faucets. It mixes air with the water in order to provide a smooth, splash-free flow. Occasionally, debris may collect in the aerator and restrict the flow of water. If this happens, unscrew the aerator and remove the debris.

### **BASE/BASEBOARDS**

The strip of molding or trim at the bottom of the walls. The baseboards adds an attractive finish and protects the wall from scuffs and damage from furniture or vacuum cleaners.

### **BERM**

A small ridge of soil that directs the flow of rain and irrigation water towards drains or sewers.

### **BUILDER**

The person who oversees the construction of homes is called the builder. The builder is responsible for making sure that the subcontractors perform their work on time and to the standards established by the builder.

### **C.C.& R'S**

The covenants, conditions and restrictions that govern your subdivision.

### **CAULKING**

This material is used as a sealant around sinks, tubs, showers and toilets. Other applications for caulking include sealing around windows and doorframes.

### **CIRCUIT BREAKERS**

Prevents electrical overload or shorting. The circuit breaker opens the circuit when an overload or short occurs, thereby breaking the flow of electricity. It can be reset manually by moving the circuit breaker lever **off** and then to the **on** position.

## **COMMON AREAS**

Many neighborhoods have areas that are common property and owned by the homeowner association. These areas may include streets, parking areas, walkways, slopes and recreational areas. These are maintained and the homeowner's association governs their use.

## **CONDENSER**

The unit for the air conditioning system that is located outside the home.

## **SOLID SURFACE COUNTERTOPS**

This man-made product can be used for counter tops in kitchen and bathrooms. It provides beauty, durability and an excellent working surface.

## **CULTURED MARBLE**

This is a man-made product that has much of the durability and beauty of natural marble.

## **DRYWALL**

The interior walls of a home are usually constructed of drywall. This material also is called gypsum board or sheet rock. The material is functional, and can be textured and painted to complement the style of any home.

## **EFFLORESCENCE**

The white, powdery substance that sometimes accumulates on stucco, masonry, concrete and brick.

## **EROSION**

The flow of water from irrigation systems or rain can erode landscaping and change the drainage of the yard. Maintaining the original grade of the yard can prevent most erosion.

## **GFCI**

Abbreviation for Ground Fault Circuit Interrupt. Similar to a circuit breaker in that it is designed to interrupt the flow of electricity. GFCI are usually located in the kitchen, bathrooms and garages. In the event of a short circuit such as dropping an appliance into a tub or sink filled with water, the GFCI will break the electrical current immediately and prevent a serious electrical shock.

## **GRAPHITE**

A carbon-based powdered substance that is used as a lubricant for application in which oil can be damaging. Graphite is usually recommended for use on your aluminum windows and doors.

## **GROUT**

Grout is a cement-like material visible between squares of ceramic tiles and needs to be maintained by the homeowner.

## **HARDWARE**

The hinges, locks, handles and other metal attachments to doors, cabinets and drawers are commonly referred to as hardware.

## **HEADER**

The header is a relatively heavy, structural wood piece that spans open spaces as doors and windows.

## **HOMEOWNER MAINTENANCE**

As a new homeowner, you need to routinely maintain the various features of your new home. Some of these maintenance items have been indicated in the maintenance section of this manual. This continuing maintenance is the responsibility of the owner.

## **HOMEOWNER ASSOCIATION**

In this area, many neighborhoods are governed by a small group of homeowners who represent the interest of all nearby homeowners. The association is usually formed by the builder and is turned over to the homeowners when the majority of the homes have closed escrow. The association collects dues that are to be used for proper maintenance of the common areas and to communicate with members.

## **HOSE BIB**

A water faucet that is outside the home and is intended for use with a garden hose.

## **HVAC**

Is the heating and air condition units installed in your home.

## **MANUFACTURER'S WARRANTY**

The appliances and certain other components of a new home are covered by warranties that are supplied by the original manufacturers. These warranties are passed on to you.

## **MASONRY**

The stucco, stonework, brickwork and block walls around a home.

## **NAIL POPS**

The natural expansion and contraction of wood can cause the nails that hold the wall surface in place to move or pop out of place. The nails can be reset and, if necessary, touch up paint can be applied.

## **PORCELAIN ENAMEL**

Your tubs, sinks and toilets may be constructed of porcelain enamel.

## **RETURN AIR VENT**

Because modern homes feature almost airtight seals, the heating and air conditioning system requires return air vents to draw air back to the heating and cooling system.

## **SETTLING**

In the first months, and for years after a new home is built, some settling can occur as the underlying soil gains and loses moisture. Minor settling is normal, particularly in the first month after a new home is built.

## **SPACKLE**

The putty-like material that is used to fill surface irregularities in drywall and wood trim. It's most common use is to fill nail holes before repainting.

## **STUCCO**

The mortar-like material that covers the exterior of your home. It provides excellent durability and beauty to the home.

## **SUBCONTRACTOR**

Most homes in our area are built by specialized trades' people who contract with large builders or developers to perform their area of specialization. This allows the builder to select those trades with the highest standards and the best reputation. Examples of subcontractors are plumbers, roofers and electricians.

## **SWALE**

A swale is similar in purpose to a berm, but it is a depression in the ground. It is designed to channel rain and irrigation water away from structures and towards sewers and drains.

## **TACK STRIPS**

The devices between the flooring and carpet that are used to hold wall-to-wall carpeting in place.

## **THERMOSTAT**

The wall-mounted device that controls the heating and air conditioning units.

## **ORIENTATION FORM**

This is a form used to record the condition of your home at the time of your orientation.

## **WEEP HOLES**

Small holes in doors and windows frames that allow water to drain away are called weep holes. They should be kept free of dirt and debris.