



EMERGENCY WARRANTY PROCEDURE

The following phone numbers are provided in case an emergency situation occurs. Please note that an emergency such as a plumbing leak, total electrical failure, heating or air conditioning failures are to be addressed directly with the subcontractor responsible for such service. Please follow up with a Warranty Service Request Form so that we may properly document the service call.

PLUMBING

La Tierra & Mountaingate

Freedom Plumbing 775-575-5383

Shadow Ridge

J.R. Pierce Plumbing 775-352-9500

The Pointe

J.R. Pierce Plumbing 775-352-9500

HEATING AND AIR CONDITIONING

All Communities

Cavallero Heating and Air 775-883-2066

ELECTRICAL

La Tierra & Mountaingate

High Voltage 775-351-2509
775-219-0606

CA Main Office 916-858-8000

Shadow Ridge

All Out Electrical 775-835-7326

The Pointe

Rocket Electric 775-358-3685
775-813-1920

APPLIANCES

Frigidaire

Electrolux

Keith's Appliance Rescue 775-722-3589

Blue Sage Appliance Repair 775-322-0577

Service One Appliance 775-833-3333

If the subcontractor is not able to respond and/or if the emergency is of a nature that cannot be addressed by the subcontractor listed above, please resolve the emergency through prudent action with appropriate sources. Be sure to save all receipts and document the incident. Ryder Homes will reimburse you the reasonable cost of the warrantable emergency work.

If you need to contact Ryder Homes during regular business hours call 775-823-3788 ext. 4004.

All non-emergency work is to be submitted to Ryder Homes using the Homeowner Portal, which can be accessed using your login credentials at <http://Ryder.MeetMyHome.com>

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YOUR NEW HOME WARRANTY

Like any warranty, this one specifies limits for responsibility and conditions under which it is valid or applicable. To assist you, we have tried to avoid fine print or legalistic language. WE STRONGLY URGE YOU TO READ THIS WARRANTY. In addition to the warranty described herein, Ryder Homes has elected to provide a Home Builder's Limited Warranty, administered by Professional Warranty Service Corporation ("PWC") as described in PWC Form Number 117, Rev. 01/2007, copy of which is attached and made a part hereof. (No employee, salesperson or other agent of RYDER HOMES is authorized to make any warranty except as is herein contained.)

Ryder NV Management, LLC is hereinafter referred to as Ryder Homes. Ryder Homes hereby guarantees the home against defects described below, with the following provisions: Such defects must be brought to Ryder Homes attention, in writing, during the warranty periods specified herein. The warranty period starts with the date of possession or closing of title of the original purchaser, whichever occurs first, or within such shorter period as may be specified herein. (All warranty periods in the paragraphs below shall commence as indicated above.)

These guarantees, designed to protect the homeowner from the possibility of faulty construction or defective materials, do not cover defects caused by normal wear and tear or by acts of God or natural disasters beyond the control of Ryder Homes, nor will Ryder Homes have responsibility for secondary damage caused by any warranted defect, except as expressly stated in the Homebuilder's Limited Warranty document.

Nothing contained in the warranty shall make Ryder Homes an insurer of the personal property of the homeowner or of any third party.

Only an authorized employee of Ryder Homes can sign a written statement extending the warranty period. (Note: Our sales staff is neither qualified nor permitted to make judgment regarding service.) No other action on the part of Ryder Homes or its employees or agents, including any steps taken to correct defects, shall be deemed an extension of such period. Ryder Homes also reserves the right to choose materials and methods used to make repairs.

This warranty is applicable to all items mentioned herein only if the noted defects are reported **in writing** before the end of the warranty period or within ninety (90) days following the end of the applicable warranty for the defect noted. Ryder Homes would like to caution the homeowner against having any item covered in this warranty altered by any person or persons other than Ryder Homes, its employees or agents. Ryder Homes excludes any item so altered from warranty coverage. Ryder Homes will not be held responsible for work, corrective or otherwise, performed by others or for its costs.

WELCOME

DURING YOUR HOMEOWNER ORIENTATION

We want to have satisfied customers. It's not only in your best interest but ours as well; this Home Warranty is your assurance. To help you with the upkeep of your new home we are including in the later pages of this booklet tips for maintenance of your home. Many questions you may not have thought to ask will most likely be answered within these pages. Please check with the County and /or City Planning and Building Departments and review your CC&R's before making any changes to the exterior of your home.

Since some items are easily damaged during move-in, deficiencies in the following items **must be noted at the time of your Orientation inspection:**

- Broken and/ or scratched glass and mirrors
- Chipped tile, porcelain, vitreous china, counter and vanity tops, tubs, shower units and/or toilets
- Defects in appearance of interior and exterior finished surfaces
- Defects in appliance finishes
- Defects in siding, stucco, exterior trim, interior trim and/or lighting fixtures
- Loose screws, nuts and bolts
- Missing items
- Nesting bees
- Scratched metal doors
- Scratched windows
- Stained or chipped concrete and/or pavers
- Stained or marred surfaces on floor coverings
- Torn or defective screens and/or rollershades

Provided they are noted in writing **during** the Homeowner Orientation, we will correct defects and/or smudges on ceilings and walls, and paint touch-ups. We are not responsible for the above types of items if they are reported to us after the Orientation.

Each item or component of the home has it own warranty that remains in effect for a certain period of time. These warranties are clarified and limited under the "Warranty" and "Warranty and Builder Responsibility" sections.

Ryder Homes reserves the right to make modifications in material specifications, plans and /or designs without notice.

WARRANTY COVERAGE

GENERAL 30-DAY WARRANTY

- Plumbing stoppages
- Scratched windows
- Adjusting sticking doors
- Adjusting cabinet drawers and doors
- Faucet leaks

Repairs of this nature reported to us more than 30 days into the Warranty Period are considered to be homeowner maintenance items and, as such, are not covered by the Warranty.

GENERAL ONE-YEAR WARRANTY



The general one-year warranty specified herein is in addition to the Home Builder's Limited Warranty and as such extends only to the original homebuyer and is not assignable. It automatically terminates when the original homebuyer no longer owns the property.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, RYDER HOMES MAKES NO WARRANTIES OTHER THAN THOSE DESCRIBED ABOVE, THE OBLIGATIONS OF RYDER HOMES UNDER THIS WARRANTY ARE LIMITED SOLELY TO MAKING THE NECESSARY REPAIRS IN A WORKMANLIKE MANNER. ANY WARRANTIES THAT MAY BE IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF QUALITY OR FITNESS FOR USE OR A PARTICULAR PURPOSE, WARRANTY OF HABITABILITY, AND WARRANTY OF MERCHANT ABILITY ARE WAIVED AND DISCLAIMED. IN THE EVENT THAT APPLICABLE LAW DOES NOT PERMIT THE WAIVER OR DISCLAIMER OF ANY IMPLIED WARRANTY, THEN TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, THE PERFORMANCE STANDARDS CONTAINED IN THIS BOOKLET WILL APPLY TO DETERMINE COMPLIANCE WITH THE REQUIREMENTS OF SUCH IMPLIED WARRANTIES.

GENERAL ONE-YEAR WARRANTY ON APPLIANCES



Either Ryder Homes or the specific appliance manufacturer will warrant the products listed below from defects in materials and workmanship for a period of one (1) year, if installed. See Warranty section for specific information regarding warranty responsibilities.

- Air conditioning unit
- Alarm system
- Dishwasher
- Doorbell
- Fans
- Fire sprinklers
- Fireplaces
- Furnace unit
- Garage door opener
- Garbage disposal
- Hot water dispenser
- Icemaker
- Intercom
- Microwave oven
- Ovens
- Plumbing fixtures
- Range
- Refrigerator
- Smoke Detectors
- Sound systems
- Trash compactor
- Vacuum systems
- Washer/Dryer
- Water heater

GENERAL ONE-YEAR WARRANTY ON MAJOR COMPONENTS



Ryder Homes hereby warrants that the following major components of the home will be free from material and workmanship defects for the period of one (1) year within the coverage guidelines set forth in the “Builder Responsibility” section of this manual. The following major components are covered by the warranty, if installed:

- Cabinets
- Ceramic Tile
- Closet shelves
- Concrete flatwork
- Doors
- Drywall
- Electrical systems
- Exterior siding
- Flooring materials
- Heating and Cooling distribution duct system
- Insulation
- Non-load bearing walls
- Paint materials
- Plumbing systems
- Roofing materials and installation
- Stucco and masonry
- Windows

CONSTRUCTION DEFECT WARRANTY

The general one-year warranty specified herein is in addition to the Home Builder’s Limited Warranty and as such extends only to the original homebuyer and is not assignable. It automatically terminates when the original homebuyer no longer owns the property.

* * *

TO THE EXTENT PERMITTED BY APPLICABLE LAW, RYDER HOMES MAKES NO WARRANTIES OTHER THAN THOSE DESCRIBED ABOVE, THE OBLIGATIONS OF RYDER HOMES UNDER THIS WARRANTY ARE LIMITED SOLELY TO MAKING THE NECESSARY REPAIRS IN A WORKMANLIKE MANNER. ANY WARRANTIES THAT MAY BE IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF QUALITY OR FITNESS FOR USE OR A PARTICULAR PURPOSE, WARRANTY OF HABITABILITY, AND WARRANTY OF MERCHANT ABILITY ARE WAIVED AND DISCLAIMED. IN THE EVENT THAT APPLICABLE LAW DOES NOT PERMIT THE WAIVER OR DISCLAIMER OF ANY IMPLIED WARRANTY, THEN TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, THE PERFORMANCE STANDARDS CONTAINED IN THIS BOOKLET WILL APPLY TO DETERMINE COMPLIANCE WITH THE REQUIREMENTS OF SUCH IMPLIED WARRANTIES.

90/11 WARRANTY PROCEDURE

1. The 90/11 Warranty Program provides more complete warranty service and less disturbance to the Buyer than the conventional programs used by many other Builders.

- a. During your first 90 days of occupancy keep a list of any warrantable items as you discover them.
- b. Towards the end of the above 90-day period, e-mail your request simply by logging into the Homeowner Portal (<http://Ryder.MeetMyHome.com>), by entering your username and password and then follow the warranty submission steps that can be found in your H.O.M.E. Guide. Please contact your Ryder sales representative if you have any issues accessing your Homeowner Portal. Upon receipt, we will make an appointment to meet with you.
- c. At the scheduled meeting, our Warranty Manager will review each item on the FORM with you. They will clarify which items are non-warrantable (If they are Homeowner maintenance, they will explain how you should perform that maintenance). They will fix some of those items, which they can complete right at that time during the appointment. We will schedule a day with you when we and our subcontractors can return and take care of all the remaining items.
- d. After approximately 11 months in your new house, please forward a second WARRANTY SERVICE REQUEST FORM with any new items. We will go through the above procedure one final time.
- e. **Buyer is required to be present during all warranty work.**

2. An emergency phone list such as plumbing, electrical, HVAC, appliances, and security systems is available on the second page of this manual. If you need to contact RyderHomes during regular business hours call 775-823-3788 ext. 4004.

- a. First refer to your Homeowner Manual to see what action you should take to resolve the emergency.
- b. Check the Manual to ensure that the emergency is a warranty-covered problem.
- c. Contact the subcontractor directly for emergency service.
- d. If the subcontractor is not able to respond or if the emergency is of a nature which cannot be addressed by a company on the emergency phone list, resolve the emergency through prudent action with any appropriate resources. (Save the receipts and document the incident. Ryder Homes will reimburse you the reasonable cost of warrantable emergency work.)

3. Warranty items which impact the function and livability of the house and cannot wait for the 1st and 11th month warranty service should be **e-mailed, mailed, or faxed** (Phone requests cannot be accepted as the requests must be received, annotated, logged and tracked to insure reliable service to you.) on the **WARRANTY SERVICE REQUEST FORM** to:

Warranty Department

Ryder NV Management, LLC.

985 Damonte Ranch Parkway, Suite 140

Reno, NV 89521

Phone (775) 823-3788 ext. 4004

Fax (775) 823-3799

Email NVWarranty@RyderHomes.com

We will review such requests, and if we determine that the items are warrantable and cannot wait for the 90-day and 11-month warranty service, we will proceed with the warranty work.

NON-WARRANTABLE ITEMS

Ryder Homes delivers your new home cleaned in accordance with normal construction standards. In fairness, we cannot take it upon ourselves to warrant and repair move-in damage or other damage caused by persons other than Ryder Homes, its employees or agents.

We would like to clear up an issue that causes many new homeowners needless alarm and irritation. A new home goes through settling process. While settling, your home may develop small cracks, expansion or contraction of materials in walls, floors, ceilings, around doors, windows and other locations; this is to be expected. While we realize these items might cause momentary concern, they are easily remedied when the Homeowner does his/her first repainting. Ryder Homes is not responsible for correcting normal settlement deviations.

Technology has not yet achieved perfect color matching for several materials used in construction. Therefore, in spite of our best efforts, we cannot guarantee color matching—either in the initial construction process or subsequent service work. Such materials include, but are not limited to, the following: concrete, stucco, roofing, tile carpet, marble, textured ceilings, paint, etc. Stained woods, when used in cabinets, stair handrails, balustrades, paneling, siding, doors and wood trim, have variations in wood grain and color. These are inherent characteristics that cannot be fully controlled and are also excluded from the guarantee. Also, Ryder Homes does not warrant your landscaping as we have no control over the care of these items.

ITEMS NOT COVERED BY WARRANTY

1. Damage resulting from Acts of God, including but not limited to earthquakes, flood, fire, hurricanes, et al.
2. Services do not cover items that, in the judgment of our Warranty Representatives, have suffered misuse, abuse or neglect, nor does it cover normal homeowner maintenance as specified in this manual.
3. Cracks in drywall caused by shrinkage, settlement, or house flexing and at drywall, window joints or tile grout cracks at walls, around tubs, vanities or sinks.
4. Recaulking or replacement of caulking both inside and outside due to shrinkage around doors, windows, molding, tubs, showers trim, etc.
5. Garage Doors adjustments after the installation of an electric door opener by

other than Ryder Homes.

6. Grass, shrubs and trees are living items. Ryder Homes cannot control the watering, fertilizing and weather conditions once you have moved in. Therefore, Ryder Homes does not warrant the fencing and/ or landscaping.
7. Replacement of heating and air-conditioning filters.
8. Light bulb replacements.
9. Broken or damaged water lines due to weather conditions e.g. freezing, or through abuse such as lawnmowers or digging.
10. Sprinkler line trenches that may settle or compact.
11. Plumbing stoppages are limited to the first 30 days only,
12. Upgrades for which the homeowner has contracted directly with the supplier, such as flooring upgrades, security system, etc. The subcontractor's warranty covers these items, not the Ryder Homes Warranty.
13. Warranties on manufactured products such as light fixtures, fans and windows, etc., which are not part of the structural component of the home, are made solely by the manufacturers, suppliers, and/or contractors providing same, and cover only the appliances or products referred to therein. Ryder Homes does not make or adopt any such warranty and does not have any obligation or liability under such warranty. General Warranty items such as on appliances, water heater, furnaces etc., carry manufacturers warranty for a specific period of time. All warranty cards must be filled out and returned to the manufacturer when required. Service calls should be directly to the manufacturer's company.
14. Water heater may lose its warranty if a water softener is installed.
15. The garage floor is not warranted against moisture coming through the surface.
16. Control boxes are not warranted when damaged by power surges nor are valves and related components damaged by freeze. We also do not cover sprinkler heads and connections, irrigation lines and valves damaged by negligence and/or abuse.
17. If you change or customize your home and we have to remove or destroy any of it to perform warranty work, we will only replace the changed or custom work if the materials are provided by the homeowner at his/her expense.
18. All landscaping, plants, shrubs, and any other living organisms are non-warrantable as we have no control over the weather, maintenance, or any other factors that may impact your landscaping.
19. Fencing issues not noted at the Home Orientation.

Warning

ANY DAMAGE TO HOUSE OR CONCRETE SLAB, WALKS, AND DRIVEWAYS CAUSED BY EXPANSIVE SOIL CONDITION WHERE THE HOMEOWNER HAS FAILED TO MAINTAIN MOISTURE IN THE SOIL OR DUE TO HOMEOWNER NOT INSTALLING AND MAINTAINING LANDSCAPING IS NOT THE RESPONSIBILITY OF RYDER HOMES.

WARRANTY - RYDER HOMES WARRANTY AND BUILDER RESPONSIBILITY

AIR CONDITIONING

RYDER HOMES WARRANTY

When air conditioning is provided, the cooling system shall be capable of maintaining a temperature of 78 degrees Fahrenheit, as measured in the center of each room at a height of 5 feet above the floor, under local outdoor summer design conditions as specified in ASHRAE handbook. In the case of outside temperatures exceeding 95 degrees Fahrenheit, a differential of 15 degrees Fahrenheit from the outside temperature will be maintained. Federal, state or local energy codes shall supersede this standard where such codes have been locally adopted.

Refrigerant lines should not develop leaks during normal operation.

AIR DISTRIBUTION (HEATING & A/C)

RYDER HOMES WARRANTY

When metal heats up, it expands. When metal cools, it contracts. The result is "ticking" or "cracking" which is generally to be expected.

Ductwork should remain intact and securely fastened.

APPLIANCES

RYDER HOMES WARRANTY

See manufacturer's warranty.

CABINETS

RYDER HOMES WARRANTY

Kitchen cabinet doors, drawers and other operating parts should function properly under normal use. Cabinet door and drawer adjustments are warranted for 60 days.

BUILDER RESPONSIBILITY

Correct cooling system to meet temperature conditions, in accordance with specifications.

Air conditioning failure is considered an emergency only if the predicted outside air temperature will be 95° or greater.

Repair leaking refrigerant lines and recharge unit.

BUILDER RESPONSIBILITY

Anytime the heating unit fails is considered an emergency.

The stiffening of the ductwork and the gauge of the metal used shall be such that ducts do not "oilcan". The booming noise caused by "oilcanning" is not acceptable and the builder must take necessary steps to eliminate this sound.

Reattach and resecure all separated or unattached ductwork.

BUILDER RESPONSIBILITY

None. Homeowner to contact manufacturer or supplier directly.

BUILDER RESPONSIBILITY

*Repair or replace operating parts as required.**

* When contending with the finished surface of materials that need repair or replacement, the builder will try to match the material, color and texture as closely as possible but does not claim to repair or replace of any exactness.



CABINETS CONT'D.

RYDER HOMES WARRANTY

Warpage should not exceed ¼ inch as measured from face frame to point of furthest warpage, with door or drawer front in closed position.

Gaps between ceiling and walls shall have an acceptable tolerance of ¼ inch, provided the cabinet installation is structurally secure.

Cabinet Finish will fade through exposure to ultraviolet rays. Protect finish through shading of windows and conditioning of woodwork.



CABLE TV

RYDER HOMES WARRANTY

Antenna lead from service point should connect to distribution locations.



CARPETING

RYDER HOMES WARRANTY

Wall-to-wall carpeting, installed as the primary floor covering when stretched and secured properly, should not come up, become loose, separate or stretch excessively at its point of attachment.

Carpet seams will show and this condition is not a warrantable item. However, no visible gap is acceptable.

Exposure to sunlight may cause spots on carpet and/or fading.



CERAMIC TILE

RYDER HOMES WARRANTY

Ceramic tile should not crack or become loose.

Cracks in grouting of ceramic tile joints are commonly due to normal shrinkage or settling caused by climate and temperature changes.

BUILDER RESPONSIBILITY

*Correct or replace door or drawer front as required.**

Builder is to meet standard.

None.

BUILDER RESPONSIBILITY

Check wiring for continuity and repair if necessary.

BUILDER RESPONSIBILITY

Builder is to restretch or resecure carpeting as needed.

*Builder is responsible to correct visible gaps, which may involve replacement of part of the carpet.**

None.

BUILDER RESPONSIBILITY

*The builder shall replace any cracked tiles and resecure any loose tiles unless the defects were caused by the owner's negligence. Builder is not responsible for discontinued patterns or color variations in ceramic tile and is responsible for replacement of defective tile only.**

Builder assumes no responsibility for grout maintenance or damage caused by neglect. Homeowner must perform preventative maintenance to maintain ceramic tile warranty.

* When contending with the finished surface of materials that need repair or replacement, the builder will try to match the material, color and texture as closely as possible but does not claim to repair or replace of any exactness.

CONCRETE (EXPANSION AND CONTRACTION JOINTS)

RYDER HOMES WARRANTY

Concrete slabs within the structure are designed to move at expansion and contraction joints. Cracks appearing in other areas are not to exceed 3/16 inch width.

CRACKING

Shrinkage cracks are not unusual in concrete foundation walls. Such cracks greater than 1/8 inch in width are considered excessive.

Cracks in garage slabs, driveways, walks and front steps in excess of ¼ inch in width of ¼ inch in vertical displacement are considered excessive.

WEATHERING

Cracks that significantly impair the performance of the finish flooring material shall not be acceptable

Concrete surfaces should not disintegrate to the extent that the aggregate is exposed under normal conditions of weathering and use.

(Exclusive of exposed aggregate finishes)

SETTLING

Stoops and steps should not settle, heave or separate in excess of 1 inch from the house structure. No cracks except hairline cracks (less than ¼ inch) are acceptable in structurally attached concrete stoops.

Water should drain from exterior stoops and steps.

BUILDER RESPONSIBILITY

Builder is to take whatever corrective action is necessary to repair excessive cracks and voids. if cracking and movements are within specified tolerances, then no correction is necessary.*

*The builder shall repair cracks in excess of 1/8 inch.**

*Builder shall repair cracks exceeding maximum tolerances by surface patching or other methods as required.**

*The builder shall repair cracks, other than hairline, as necessary so as not to be readily apparent when the finish flooring material is in place.**

*Builder is to take whatever corrective action necessary to repair or replace defective concrete surfaces. The builder is not responsible for deterioration caused by salt, chemicals, mechanical implements and other factors beyond the builder's control.**

*Builder shall take whatever corrective action is required to meet acceptable standards.**

Builder shall rebuild the stoops and steps to drain properly.

CONDENSATION LINES

RYDER HOMES WARRANTY

Condensation lines will clog under normal use. This is a homeowner maintenance item.

BUILDER RESPONSIBILITY

Builder is to provide unobstructed condensation lines at close of escrow.

* When contending with the finished surface of materials that need repair or replacement, the builder will try to match the material, color and texture as closely as possible but does not claim to repair or replace of any exactness.

ELECTRICAL

RYDER HOMES WARRANTY

Fuses and circuit breakers should operate under normal usage.

All switches, fixtures, and outlets should operate as intended.

GROUND FAULT INTERRUPTERS (GFI)

Ground fault interrupters are sensitive safety devices installed into the electrical system to provide protection against electrical shock. These sensitive devices can be tripped very easily.

ELECTRICAL CONDUCTORS

RYDER HOMES WARRANTY

Wiring should be capable of carrying the designed load for normal residential use to electrical box.

EVAPORATIVE COOLING

RYDER HOMES WARRANTY

Equipment must function properly at temperature standard set.

FIREPLACES

RYDER HOMES WARRANTY

A properly designed and constructed fireplace and chimney should function properly. It is normal to expect the high winds or atmospheric pressure causes temporary negative draft situations. Similar negative situations can be caused by obstructions such as large branches of trees too close to the chimney. Some houses may need to have a window opened slightly to create an effective draft, if they have been insulated and weatherproofed to meet high energy conservation criteria.

BUILDER RESPONSIBILITY

Check wiring for conformity with local, state electrical code requirements. Repair wiring if it does not conform to code specifications.

Repair or replace defective switches fixtures and outlets.

Builder is to install ground fault interrupter in accordance with approved electrical code. Tripping is to be expected and is not covered, unless due to a construction defect.

BUILDER RESPONSIBILITY

Check wiring for conformity with local, state electrical code requirement. Repair wiring if it does not conform to code specifications.

BUILDER RESPONSIBILITY

Correct and adjust so that blower and water operate as designed.

BUILDER RESPONSIBILITY

Determine the cause of malfunction and correct as required if the problem is one of design or construction of the fireplace.



FIREPLACES CONT'D

RYDER HOMES WARRANTY

Newly built chimneys often incur slight amounts of separation, which should not exceed ½ inch in any 10-foot measurement from the main structure.

Heat from fires will alter finish.

Masonry fireplaces should repel rain under normal conditions. Excessive rain will cause some leaking. Fire box should receive a fire during excessive rain periods to dry out the masonry.



FLASHING AND SHEETMETAL

RYDER HOMES WARRANTY

Flashing, valleys, and gutters must not leak. It shall be the homeowner's responsibility to keep such areas free of leaves and debris that could cause overflow



GARAGE DOORS (OVERHEAD)

RYDER HOMES WARRANTY

Garage doors should operate properly. Garage doors should not rub against the jambs during the swing of the door.

Garage doors should be installed within manufacturer's installation tolerances of ¾ inch.



GRADING (EXCAVATING AND BACKFILLING)

RYDER HOMES WARRANTY

Settling of ground next to foundation walls, utility trenches or other filled areas shall not interfere with water drainage away from the house.

BUILDER RESPONSIBILITY

Builder to determine the cause of separation and correct as required. Caulking is acceptable.

None.

*Fix the leaks if they occur during normal rainfall.**

BUILDER RESPONSIBILITY

Repair leaks.

BUILDER RESPONSIBILITY

The builder shall correct or adjust garage doors as required except where the cause is determined to result from the owner installing an electric garage door opener.

Some entrance of the elements can be expected. Builder shall adjust or correct garage doors to meet manufacturer's installation tolerances.

BUILDER RESPONSIBILITY

Upon request by the buyer, the builder shall fill settled areas one time only during the warranty period. When the fill is placed on the lot, the owner shall be responsible for affected grass, shrubs or other landscaping.

* When contending with the finished surface of materials that need repair or replacement, the builder will try to match the material, color and texture as closely as possible but does not claim to repair or replace of any exactness.



GRADING (SITE DRAINAGE)

RYDER HOMES WARRANTY

The necessary grades and drainage swales shall be established to ensure proper drainage away from the house. Site drainage is limited to the immediate grades and swales affecting the structure. Standing or ponding water should not remain for extended periods in the immediate area of the house after a rain. Fine soils will take longer for draining than granulated soils. The possibility of standing water in the swales after a heavy rainfall should be anticipated by the homeowner. No grading determination shall be made while the ground is saturated.

BUILDER RESPONSIBILITY

The builder is responsible only for establishing the proper grades and swales. The owner is responsible for maintaining such grades and swales once they have been properly established by the builder.

Should an adjustment be necessary by the builder, the homeowner shall be responsible for all landscaping and structures in the limits of adjustments



HEATING

RYDER HOMES WARRANTY

Heating system should be capable of producing an inside temperature of 70 degrees Fahrenheit, as measured in the center of each room at a height of 5 feet above the floor, under local outdoor winter design conditions as specified in ASHRAE handbook. Federal, state or local energy codes shall supersede this standard where such codes have been locally adopted. Rollershades and/or window coverings must be used to control outside temperatures transferred through glass.

BUILDER RESPONSIBILITY

Builder shall correct the heating system as required to provide the required temperatures. However, the owner shall be responsible for balancing dampers, registers and other minor adjustments. Builder is not responsible for clogged filters.



INSECTS

RYDER HOMES WARRANTY

Builder makes no claim as to the property or the structure being free of insects either migrating or nesting, in or on the property or structure.

BUILDER RESPONSIBILITY

Builder will remove nesting bees only if noted at the time of the first homeowner orientation.



INSULATION

RYDER HOMES WARRANTY

Insulation should be installed in accordance with applicable energy and building code requirements.

BUILDER RESPONSIBILITY

Install insulation in sufficient amounts to meet standards.



IRRIGATION

RYDER HOMES WARRANTY

System should provide adequate coverage of water for growth when using one valve at a time. Homeowner is to maintain sprinkler heads to prevent blockage and damage. Sprinkler heads, riser pipes, buried control valves and related riser pipes are not warrantable due to exposure to foot and auto traffic as well as lawnmowers, freezing weather, etc.

BUILDER RESPONSIBILITY

Builder shall adjust system for proper coverage and repair or replace water lines, valves and sprinkler heads that malfunction due to manufacturer's defects. Adjustment of sprinkler heads is the homeowner's responsibility. Lines broken due to freezing are not warrantable.



LANDSCAPING

RYDER HOMES WARRANTY

Builder installs healthy sod, shrubs and trees where applicable. Homeowner is to maintain sprinkler heads to prevent blockage and damage.

BUILDER RESPONSIBILITY

None. Builder cannot warrant living organisms as we have no control of maintenance, care or weather conditions.



LAMINATED COUNTERTOPS

RYDER HOMES WARRANTY

Countertops fabricated with high-pressure laminate covering should not delaminate or have chips or surface cracks. The deck area joint may have a maximum of 1/16 inch differential in surface alignment. Warpage over 3/8 inch in 48 inches is excessive.

BUILDER RESPONSIBILITY

*Repair or replace to meet specified criteria. Repaired areas may not match exactly in color and/or texture. Builder responsible only for chips and cracks noted prior to occupancy.**



PAINTING (INTERIOR AND EXTERIOR)

RYDER HOMES WARRANTY

Exterior paints or stains should not fail during the first year warranty period, However, fading is normal and degree is dependent upon climate conditions.

Natural finishes on interior woodwork may not deteriorate during the first year of ownership. Varnish-type finishes used on the exterior will deteriorate rapidly and are not covered by the warranty

BUILDER RESPONSIBILITY

*The Builder shall insure that exterior finishes have been applied properly and cover adequately.**

*The Builder shall insure that exterior finishes have been applied properly and cover adequately.**

*The Builder shall insure that all natural finishes have sufficient coverage of the specified product.**

* When contending with the finished surface of materials that need repair or replacement, the builder will try to match the material, color and texture as closely as possible but does not claim to repair or replace of any exactness.

PAINTING (INTERIOR AND EXTERIOR) CONT'D.

INTERIOR FINISH

Interior painted wall surfaces are latex water based and should not be washed or cleaned. Touch up paint should be used in lieu of cleaning. Interior paint shall be applied in a manner sufficient to visually cover wall, ceiling and trim surfaces where specified.

MILDEW

Mildew or fungus will form on a painted surface if the structure is subject to abnormal exposure. (E.g., excessive moisture caused by rainfall, ocean, lake, river front or waterscape in a crawl space)

None, unless noted during the Homeowner Orientation.

Mildew or fungus formation is a condition the builder cannot control and is a homeowner maintenance item.

PLUMBING

RYDER HOMES WARRANTY

LEAKAGE

No valve or faucet should leak due to defects in material or workmanship. However, leakage caused by a worn washer or seal is a homeowner maintenance item.

FITTINGS

Fixtures, appliances or fittings should comply with their manufacturer's standards.

BUILDER RESPONSIBILITY

If noted within the first 60 days of the warranty period, Builder shall repair or replace the leaking faucet or valve.

The builder shall replace any fixture or fitting which is outside acceptable standards as defined by the manufacturer. The builder shall assist the homeowner in obtaining adjustments in accordance with the manufacturer's warranty.

NOISE

There will be noise emitting from the water pipe system due to flow of water.

Builder cannot remove noises due to water flow and pipe expansion. However, "water hammer" or pipe vibrations are the builder's responsibility to correct.

BROKEN

Both house and sprinkler lines are installed per building standards and inspected by the appropriate agencies.

Builder to repair if workmanship is poor. However, broken lines are not warrantable if broken due to freezing weather or owner negligence.

STOPPAGE

Sewers, fixtures and drains should operate properly. If reported to us within the first 30 days of the Warranty Period, we will repair plumbing drain stoppages. (The drains are tested by us prior to delivery of the home to you and stoppages undetected by testing would appear during the 30-day period.)

The builder is not responsible for sewers, fixtures and drains that are clogged through the owner's negligence. If a problem occurs, the owner should consult the builder for a proper course of action. Where defective construction is shown to be the cause, the builder shall assume the cost of repair; where owner negligence is shown to be the cause, the owner shall assume all repair cost.

PLUMBING CONT'D.

FINISH

Chips and cracks on surfaces of bathtubs, shower, toilets, lavatories, sinks, pullman tops, and adjacent surfaces, can occur when surface is hit with sharp or heavy objects.

Your fixtures are designed to stay new looking with minimum care. Never use polish, detergents, cleansers, abrasives or cloths with abrasive surfaces. The use of such items, other than a soft damp cloth, will nullify the manufacturer's warranty.

*Builder to repair any chips or cracks noted prior to occupancy.**

None.

ROLLERSHADES AND WINDOW COVERINGS

RYDER HOMES WARRANTY

Any damaged rollershades and/or window coverings not reported to the builder at homeowner's orientation is the homeowner's responsibility.

BUILDER RESPONSIBILITY

Replace if noted at homeowner's orientation.

ROOFING AND FLASHING

RYDER HOMES WARRANTY

LEAKS

Roofs and flashing should not leak under normally anticipated conditions, except where cause is determined to result from severe weather conditions, such as ice build up, high winds and driven rain.

BUILDER RESPONSIBILITY

Builder shall correct or repair any verified roof leaks, except those caused by ice build-up, high winds and driven rain.

FLAT ROOF

Water should drain from flat roof, except for minor ponding or when the roof is specifically designed for water retention.

The builder shall take corrective action to ensure proper drainage of roof.

SEALANTS

RYDER HOMES WARRANTY

Joints and cracks in exterior wall surfaces, trim and around openings should be properly caulked to exclude the entry of water (not around windows). Properly installed caulking will shrink and must be maintained by the homeowner during the life of the home.

BUILDER RESPONSIBILITY

*Builder shall repair and/or caulk joints or cracks in exterior wall surfaces as required to correct deficiency.**

* When contending with the finished surface of materials that need repair or replacement, the builder will try to match the material, color and texture as closely as possible but does not claim to repair or replace of any exactness.

SEPTIC TANK SYSTEM (IF APPLICABLE)

RYDER HOMES WARRANTY

Septic system should be capable of properly handling normal flow of household effluent. Septic system should be designed and installed to comply with state, county or local code regulations. Homeowner shall be responsible for septic system maintenance.

SHEETROCK

RYDER HOMES WARRANTY

Slight “imperfections” such as nail pops, seam lines and cracks are common in gypsum wallboard installations. However, obvious defects are not acceptable.

SIDING

RYDER HOMES WARRANTY

Siding should not delaminate or deteriorate within manufacturer’s specifications. However, shrinkage and expansion will occur with changes in temperature and climate and are normal conditions.

STUCCO

RYDER HOMES WARRANTY

Hairline cracks are normal in exterior surfaces. Cracks greater than 1/8 inch in width are considered excessive. Cracking at window and door corners are common.

SUBFLOOR

RYDER HOMES WARRANTY

Floor squeaks and loose subfloor are often conditions common to new home construction. However, a squeak-proof floor cannot be guaranteed due to temperature changes, lumber species, position of “live and dead loads” within, and designed deflection of floor area.

BUILDER RESPONSIBILITY

Builder shall be responsible for the installation of an operational system and shall take corrective action to repair. Builder shall not be responsible for malfunctions that occur through owner negligence or abuse and from conditions that are beyond builder’s control, such as freezing, soil saturation, increase in water table, excessive use, etc.

BUILDER RESPONSIBILITY

Builder to correct such defects to acceptable tolerance and repaint repaired areas. Builder is not responsible for color variations in the paint. Hairline cracks around windows and doors are not warrantable.*

BUILDER RESPONSIBILITY

*Builder will repair or replace as needed unless caused by owner’s neglect to maintain siding properly. Repaired area of prefinished material may not match in color and/or texture. For surfaces requiring paint, Builder will paint only new materials. The owner can expect that the newly painted surface may not match original surface in color.**

BUILDER RESPONSIBILITY

*The Builder shall repair cracks exceeding 1/8 inch as required. Builder not responsible for color variations in the stucco.**

BUILDER RESPONSIBILITY

Builder shall correct the problem only if caused by defective material or failure. Builder cannot guarantee a “squeak free” floor.

* When contending with the finished surface of materials that need repair or replacement, the builder will try to match the material, color and texture as closely as possible but does not claim to repair or replace of any exactness.

VINYL FLOORING

RYDER HOMES WARRANTY

Readily apparent nail pops shall be repaired.

Readily apparent depressions or ridges exceeding 1/8 inch should be repaired. The ridge or depression measurement is taken as the gap created at one end of a six-inch straight edge placed over the depression or ridge with three inches of the straight edge on one side of the defect, held tightly to the floor.

Gaps shall not exceed 1/16th inch in width in resilient floor covering seams.

Resilient flooring should not lift, bubble or become unglued.

BUILDER RESPONSIBILITY

*The builder shall correct nail pops which have broken the surface. The builder shall repair or replace resilient floor covering in the affected area with similar material. Builder is not responsible for discontinued patterns or color variation in the floor covering.**

*The builder shall take corrective actions as necessary, to bring the defect within acceptable tolerance so that the affected area is not readily visible. Builder is not responsible for discontinued patterns or color variations in the floor coverings.**

*The builder shall take action necessary to correct the problem.**

*The builder shall repair or replace the affected resilient flooring as required. The builder shall not be responsible for discontinued patterns or color variation of floor covering or for problems caused by owner neglect or abuse.**

WATER SUPPLY SYSTEM

RYDER HOMES WARRANTY

All service connections to municipal water meter and private water supply are the builder's responsibility. Private systems shall be designed and installed in accordance with all approved building, plumbing and health codes.

BUILDER RESPONSIBILITY

Builder to repair necessary if failure is the result of defective workmanship or materials. If a condition beyond the builder's control disrupts or eliminates the sources of supply, then it is not the builder's responsibility.

WATERPROOFING FOUNDATION WALLS OF ROOMS BELOW EXTERIOR GRADE

RYDER HOMES WARRANTY

Leaks resulting in actual trickling of water are unacceptable. However, leaks caused by improper landscaping installed by owner, or failure of owner to maintain proper grades are not covered by warranty. Dampness of the walls or floors may occur in new construction and is not considered a deficiency. Crawl spaces are equipped with visqueen functioning as a condensation barrier, which helps with moisture tolerance.

BUILDER RESPONSIBILITY

The builder shall take such action as necessary to correct basement leaks except where the cause is determined to result from owner's negligence.

* When contending with the finished surface of materials that need repair or replacement, the builder will try to match the material, color and texture as closely as possible but does not claim to repair or replace of any exactness.

WEATHER-STRIPPING AND SEALS

RYDER HOMES WARRANTY

Some infiltration is normally noticeable around doors and windows, especially during high winds. Excessive infiltration resulting from opening cracks or poorly fitted weather-stripping is not permissible.

WINDOWS (EXTERIOR) AND METAL DOORS

RYDER HOMES WARRANTY

Windows should operate with reasonable ease as designed.

Windows should not allow condensation between panes.

WATER PENETRATION

Windows and doors will allow wind and rain to enter when extreme conditions occur. Water penetration caused by sprinklers, water hose, or wind driven rain, is not the contractor's responsibility.

BROKEN

Any broken glass or damaged screens not reported to the builder at the homeowner's orientation is the homeowner's responsibility.

SCRATCHES

Glass to be free of scratches that can be observed perpendicular to the glass using non-direct sunlight at a distance of 11 feet or more.

WOOD AND PLASTIC DOORS

RYDER HOMES WARRANTY

Exterior doors will warp to some degree due to temperature differential on inside and outside surfaces. However, they should not warp to the extent that they become inoperable or cease to be weather resistant or exceed National Woodwork Manufacturer's Association Standards (1/4 inch).

Panels will shrink and expand, and may expose unpainted surface.

Split panels should not allow light to be visible through the door.

BUILDER RESPONSIBILITY

The builder shall adjust or correct open cracks, poorly fitted doors, windows, or poorly fitted weather-stripping. Builder shall be responsible to adjust or replace the weather-stripping or threshold only one time during the first year of occupancy.

BUILDER RESPONSIBILITY

Builder to correct or repair as required. Homeowner is responsible for cleaning of tracks and lubrication.*

Builder to correct within warranty period.

Unless directly attributed to faulty installation, window and door leaks are a result of conditions beyond the builder's control. No corrective action is required.

Replace if noted at homeowner's orientation.

Builder shall replace glass if it does not meet acceptable criteria as noted at time of first occupancy and is reported within 30 days of occupancy.

BUILDER RESPONSIBILITY

*Correct or replace and refinish defective doors.**

None.

*If light is visible, fill split and match paint or stain as closely as possible.**

* When contending with the finished surface of materials that need repair or replacement, the builder will try to match the material, color and texture as closely as possible but does not claim to repair or replace of any exactness.

YOUR NEW HOME'S MAINTENANCE

Now that you have moved in, you will find that the many fine features built into your RYDER HOME will assure you many years of comfortable living. However, even the highest quality home requires minor repairs and regular maintenance. You will prevent minor household problems from requiring professional attention by following the maintenance hints outlined below. Treat your home much the same way you would a new automobile or fine piece of equipment. By taking certain precautions in the first few months, you will experience fewer maintenance problems as the years go by.

APPLIANCES

Please read the manufacturer's manuals for helpful suggestions regarding features and maintenance.

DOORS

The most common cause of a sticking door is the natural expansion and contraction due to the general changes in weather conditions. The doors were properly adjusted at installation; however, if there is a continuing problem, some minor re-adjustment may be required. Such adjustments are considered to be homeowner maintenance.

ELECTRICAL WIRING

Circuit Breakers - All wiring within your home is protected by a main circuit breaker and individual branch circuit breakers. These are located in an enclosure on the exterior of your home alongside the electric meter. Occasionally a table lamp, radio, curling iron or appliance that is plugged into wall receptacle is NOT functioning properly. This may cause the main breaker or individual branch circuit breaker to trip, which shuts off ALL electricity to that particular circuit. If this should occur, proceed to circuit breaker panel. Locate the "tripped" breaker and push it to the OFF position briskly, and then to the ON position. Power should be restored. It is the responsibility of the homeowner to check that ALL circuit breakers, including the main breaker, are on before any call is made for assistance.

Ground Fault-Circuit Interrupter (GFCI) - Your home is equipped with Ground Fault Circuit Interrupters (GFCI's). They control other receptacles in the immediate vicinity where there might be the hazard of electrical shock.

These devices are a requirement by building code, and are intended for your SAFETY. They are located in a bathroom, garage and/or kitchen receptacle and are equipped with a "RESET" button. Our experience shows that those in the kitchen can be extremely sensitive causing the sensing unit to trip. There is NOTHING that can be done about this situation, as it is an inherent characteristic of the device.

AFCI - Arc Fault Circuit Interrupter

AFCI Breakers are designed to protect your home from fires which are caused by arcing as well as over current conditions. Normal breakers are only effective against over current conditions. Arc Fault Breakers are now required by new construction codes to protect receptacles which are located in bedrooms (and possibly other locations according to local codes variants). Arc Fault Breakers may not be 100% effective against all fires caused by arcing because there is a certain amount of arcing which is normal, and the Arc Fault Breaker would be unusable if it tripped every time that normal arc were detected. For example, if you ever noticed a spark when you unplug an appliance or flipped a wall switch, then that is normal arcing. Abnormal (and Dangerous) arcing often is caused by a poor connection, or damaged wire. Unfortunately, dangerous arcing "looks" an awful lot like normal arcing to the breaker, so it is possible for a fire to started without tripping the breaker. Nonetheless an arc fault breaker, even if less than perfect, is a lot better than no protection at all. By the way, arc faults are one of the big reasons that electrical connections should never be made outside of an approved wiring device. (#approved wiring device)

Arc Fault Breakers like GFI (#GFI) devices have "test" and "reset" buttons and should be tested periodically according to the manufacturer's specifications (usually once a month).

In the event that the circuit is interrupted, reset the button on the GFCI, which will re-energize the protected circuit. This is accomplished by disconnecting the appliance that caused the interruption, resetting the circuit breaker in the exterior breaker in the exterior panel, and depressing the "RESET" button on the device. The resetting of the GFCI and/or the branch circuit breaker is the **responsibility** of the **homeowner**.

Occasionally a GFCI is manufactured which is overly sensitive. If you feel that this is the case with your device, test the device by plugging in a properly operating table lamp in the OFF position, and then turn in ON. If the device still trips, call us and we will make the necessary repairs, providing the device has not been abused or damaged and the warranty period has not expired.

NOTE: These items may possibly cause your GFCI to trip:
Rechargeable battery packs, neon night lights, hair dryers, time-control sprinkler and lighting system, rotor-driven machinery, refrigerators, freezers, deep-fryers, counter-top microwaves, or any high amperage devices.

CO2/Smoke Detector – Your home is also equipped with smoke and CO2 detectors. These units are located in hallways and bedrooms. These units sense particles of smoke in the atmosphere around them and sound an alarm. Unfortunately, the units cannot differentiate between particles of smoke and other debris found in the air. Therefore, there are occasions when the unit will go OFF without the presence of smoke, or at a time when you may be operating your range and oven. This can be a frightening experience, but there is NOTHING that can be done to guarantee that it will not happen.

Wall Plugs – Most new homes are equipped with one or more switched outlets. These are normally found in bedrooms, living rooms, and family areas. These outlets consist of a wall receptacle and a wall switch that control the receptacle. For your convenience, ONLY ONE HALF of the wall outlet may be controlled by the wall switch. The other half is energized at all times. If a lamp is plugged into one-half of the switched outlet in the ON position, and the switch does not operate the lamp, move the plug to the other half of the outlet and try the switch again. If you are sure that you have located the switched outlet and the switch does NOT work, call us for repair.

NOTE: In the event the electrical contractor is called out to reset breakers, replace defective bulbs, or provide unnecessary homeowner assistance, they will charge for the service call. Furthermore, they cannot guarantee their work in the event the installation has been modified or additional wiring has been added by others.

EXTERIOR SURFACES

All exterior surfaces of your home are subject to normal weather conditions. These surfaces should be maintained periodically in order to prevent any material damages. Such surfaces as exterior doors, garage doors, roofs, stucco, or any exposed wood are included.

FIBERGLASS PLUMBING WARE CARE

Just follow these simple cleaning instructions.

- a. Use proper cleaning agents. One cleaning agent does not necessarily suffice for all the different sorts of dirt and grime found in bathtubs and showers.
- b. For normal cleaning, use warm water and liquid detergent such as Dow, Lysol, or Mr. Clean bathroom cleaners, with sponge, nylon, polyethylene, or saran cleaning pads. Do not use abrasive cleanser, scouring pads, steel wool or scrapers.
- c. Against mild grime, smear entire unit surface with a water paste using baking soda. Allow to effervesce a few hours and rinse with warm water.
- d. For stubborn stains, use a non-abrasive cleanser such as Spic & Span. Sponge the area with the cleaner, allow to stand an hour, and rinse with warm water.
- e. For extra deep stains, use hydrogen peroxide bleach from your local drugstore, such as Clairol, soaked onto white cotton rags and applied to the deep dark stains overnight. Afterwards rinse thoroughly with cold water.
- f. For hardwater scale deposits, use regular pool acid, such as muriatic acid, diluted one into ten parts of cold water and apply with sponge until scale disappears. Afterwards rinse thoroughly with cold water.
- g. For heavy soap deposits, use regular lye solution from your drugstore, such as Liquid Drano, and apply with sponge until soap disappears. Afterwards rinse thoroughly with warm water.

For restoration and protection, rub scratches and dull areas vigorously with automotive rubbing compound, such as DuPont, with a white cotton rag. Then buff vigorously with carnuba-based wax, such as J-wax, with a white turkish towel. If done twice a year, this will maintain a lustrous finish after cleaning as above.

FLOOR COVERINGS, NATURAL STONE AND COUNTERTOPS

Carpet

Your carpet is professionally installed using a power stretcher and is under a labor warranty for one year after the date of occupancy. You should be aware that stretching and after installation buckling of carpet can occur for reasons other than improper installation. The following are some examples:

- Carpet being pulled up for the installation of wires, (i.e. speaker, phone, t.v. cable, or alarm wires/pads) and being installed without proper stretching.
- Carpet being pulled up for the correction of floor squeaks and being reinstalled improperly.
- Improper “wetting” during cleaning of the carpet
- Movement of heavy items over the carpet causing the stretching of the carpet backing(i.e. the rearrangement of some furniture by dragging in lieu of lifting).
- Increase in temperature or humidity over a period of time causing the synthetic back to grow.

These items are not considered original installation related and are the responsibility of the homeowner or other parties involved.

Berber Carpet – Berber carpet is most commonly described as a loop pile carpet in light shades combined with lighter and darker flecks of color. “Loop” Berber carpet is constructed by attaching both ends of yarn to the backing, which creates the smooth and dense surface of the carpet. Because of this tight loop construction Berber is much more difficult to install than most conventional carpets. Carpet is manufactured in 12 ft. or 15 ft. widths and will be installed to reveal the least number of seam lines where possible. Where the carpet meets a hard surface lower than the carpet gapping may occur. Seam lines will show, and may become more obvious depending on the angle, location and lighting. Berbers also have a tendency to “smile” or open up on stairs. Loop Berber is commonly known to have “sprouts” or small loops of carpet by things like a vacuum’s rotating brush, pet’s nails or high-heeled shoes or other sharp objects. These sharp objects can pull carpet strands and sprouts creating voids in the carpet. Berber-type carpets are not warranted against loop pulls, gapping, or voids. The homeowner is responsible for trimming sprouts and pulled loops. These are not defects; they are characteristics of Berber carpet.

Wood and Laminate Floors – Wood is a natural product that requires special maintenance by the buyer once it has been installed. It has a tendency to scratch, dent, and gouge depending on a particular wood’s durability. Wood is particularly susceptible to damage from water, even small amounts of water from spills, or drops from a pet’s muzzle after drinking, or moisture from dishwashers or exhaust from clothes dryer. Cleaning with any amount of water is not recommended and special cleaning products may be needed depending upon the product. Because of the inherent characteristics of wood, it can expand and contract with the change in warm and cold weather and changes in humidity. This may lead to gapping between planks. Each piece of wood has its own grain, pattern and color that can vary from plank to plank. This can cause variations in the appearance of the finish on individual boards also, especially in our dry climate some checking and small cracks may appear. These are natural characteristics and the warranty cannot cover variation of grain or color patterns within a group of wood planks or trim.

Laminate flooring (Pergo or Wilsonart type floors) are manufactured products, which may require special maintenance once installed. These types of floors are resistant, but not impervious, to scratches, dents, and gouges. They are also susceptible to damage from water and special cleaning products may be needed depending upon the product.

Ceramic Tile – A variety of imported and domestic tile colors and patterns may be displayed for you to view for your new home. Variations in shade, sheen, shape, and even surface texture will occur between production homes because of very slight differences in dye lots as a result of the manufacturing process. Samples displayed are examples of an average color range. They may differ in shade from one production to another. Natural and fluorescent lighting conditions may impact the appearance of the color or shade of the ceramic tile selected. The angle from the deck tile to the splash tile can cause a significant change in appearance. The grout color selected may sometimes be a factor for a variation of shade. These are considered natural characteristics and are unavoidable.

Exact layouts and grout joint widths are determined by the tile setter at the time of installation and are governed by the actual size and shape of the tile or stone, the exact dimensions of the areas to be covered, and the guidelines established between the builder and subcontractor. Tight joints are not recommended for floors because no allowances can be made for

undulations in the floor or for variations in thickness of the tile or marble. Small hairline cracks may develop in ceramic/stone flooring or grout, particularly when installed over a concrete slab. There is no way to completely eliminate these characteristics, which are inherent to concrete. These hairline cracks are not structurally significant, and choosing to repair hairline cracks may result in an inconsistent grout color. The original grout may not match the repaired area of grout or caulking. This may cause the specific area to become more noticeable. As a result of the natural characteristics, these are not covered under the New Home Warranty.

Dark Colored Grout – All colored grout selections are discouraged because of the inability to touch up and match colors after general use. Maintenance of dark colored grout becomes the responsibility of the homebuyer after the close of escrow.

Technical difficulties sometimes occur with colored grouts. In some instances the finely ground pigments used in colored grouts may react with chemicals, foods, detergents, etc., to cause a discoloration. Repaired or replaced areas will always show variation from the original installation. We cannot warranty the color of the grout.

Standard kitchen counter tile is defined as a 4x4 or 6x6 tile with tight fit unsanded grout. All baths or laundry counters will have a standard 4x4 or 6x6 tight fit grout only. All upgraded counter tile 6x6 or larger will receive a spaced joint using sanded grout.

Buyer expressly waives any warranty or claims from color variation of the colored grout or staining due to occupancy and use. Buyer who selects colored grout and caulk waives all warranty or claims from color variations caused by occupancy and use.

Vinyl – Not all sheet vinyl is created equal. In varying grades of sheet vinyl, different wear layer surfaces are applied. This does not change some of the inherent problems with sheet vinyl products. Sheet vinyl products will indent with heavy objects applied to the surface; i.e. chairs, tables, high heels, etc. This is not a manufacturing defect.

Since most vinyl is manufactured in six (6) foot widths, seams may be visible in areas larger than six feet. All connecting vinyl shall be laid in the same direction. Please note that the installer doing your job is a vinyl professional. He will use his best judgment in the placement and the number of seams

required to do the best job with the roll size sent from the manufacturer. To minimize the visibility of seams, we suggest you select a square or geometric type pattern. Random pattern vinyl will show the seams the most and are only recommended for small areas, such as small bathrooms or laundry rooms.

Because of the construction of vinyl floor products, do not apply a wax or any wax based cleaning product to any vinyl floor. It will destroy the special finishes applied by the manufacturer. It is always recommended to use only the appropriate floor cleaning products specifically recommended by the appropriate manufacturer (see your vinyl brochure). Most area throw rugs contain a rubberized backing, which may or may not contain an asphalt product, which can discolor any vinyl flooring. Use of any area throw or scatter rugs should be used with extreme caution, if at all. In addition, reflections from the vinyl flooring might show slight sub-floor irregularities. The concrete and wood sub-floors are not perfectly smooth and flat. It will always be prepared according to trade recommendations.

Granite, Marble, Slate and Travertine – Natural stone is a product of nature. No two pieces are exactly alike. All natural stone products have a variation in color, flow, tonality, spotting, veining, shade and texture and some natural stone products, especially granite, may have areas which appear dull or “smudged.” These characteristics may be considered imperfections, but in actuality are part of a natural product. Because natural stone is ever changing it is impossible to pre-determine the exact stone product that will be installed into your home. This variation of characteristics makes each piece unique and interesting: “A piece of Art”.

Some of these delicate products require a stone sealant and special cleaning products to maintain the life of the stone. We highly recommend discussing different cleaning agents, as well as stone sealants, with your favorite tile and stone company. Stones such as slate may have a tendency to flake or chip. Your warranty will not cover this since it is a natural characteristic of the product. There is no guarantee to ensure a consistent pattern when installing your stone product. These products are natural; there will be variations from one piece to another. These variations are characteristics of the product and will not be covered by warranty. Buyer acknowledges that there are no builder warranties on any natural stone products.

Piedrafina Marble Surfaces Care and Maintenance – Maintaining Piedrafina Marble Surfaces is easily achieved. You will need to follow some simple care and maintenance steps and take some general precautions. By following the recommendation you will enjoy your Piedrafina Marble Surfaces for years to come.

Care and Maintenance:

- For routine cleaning utilize a damp cloth or paper towel.
- For more difficult stains a small amount of mild soap can be utilized.
- For the most stubborn stains you can incorporate a neutral pH cleaner and a non- abrasive scrub pad.
- Be certain to rinse all areas thoroughly when applying any type of cleaning agent.
- Although Piedrafina Marble has low liquid absorption it is advisable to seal the product on an annual basis. It is recommended to utilize a marble sealer while carefully following the manufacturer's instructions.

General Precautions:

- Be cautious when exposing your marble surface to any chemicals or solvents.
- Many commonly used household cleaning products may have negative effects on the marble surfacing.
- Never expose Piedrafina Marble Surfaces to any chemicals that contain trichlorethane or methylene chloride such as paint removers and furniture strippers.
- When choosing a cleaning agent it is never recommended to utilize any product that contains high acidity (low pH) or high alkaline (high pH). It is recommended to utilize a neutral pH cleaner.
- If accidental exposure to any damaging products should occur, thoroughly rinse the affected area with water as soon as possible.

Corian – Corian is a man-made product blending natural minerals with high performance acrylic resin. Corian stands behind consistent color pattern and non-porous surfaces that resist stain.

We do not encourage the selections of dark colors because these colors are more difficult to maintain. Scratches and abrasions from everyday use, along with fingerprints and cleaning, are more apparent on darker Corian surfaces than lighter Corian surfaces.

We highly recommend discussing different cleaning agents as well as maintenance issues with your favorite Corian representative.

Buyer acknowledges that there are no builder warranties for Corian beyond the manufacturer's warranty(s).

FOUNDATIONS/SLABS

Concrete used for foundations porches, steps and walks, expands with summer heat and contracts with winter cold. Because of this, and the natural shrinkage that occurs when concrete reaches its final set, minor cracks may appear. These cracks do not affect the structural strength of the concrete in any way and it is unnecessary to repair them.

GRADING AND LANDSCAPING

Your lot has been graded for proper drainage and has been inspected and certified by an independent civil engineering firm and accepted by the County and/or City. **RYDER HOMES WILL NOT ASSUME ANY RESPONSIBILITY FOR DAMAGE TO HOUSES OR LOTS WHICH RESULTS FROM ALTERATION OF THE ORIGINAL GRADING OR INADEQUATE LOT MAINTENANCE.** If you plan to change the grading pattern on your lot, you should consult with a professional landscape architect or civil engineer to insure that proper lot drainage is maintained.

The following suggestions will help you maintain the integrity of your lot and foundation:

1. Maintain positive drainage through swales and drain pipes by removed any debris or obstructions. Never allow water to pond above slopes.
2. Replace and compact any loose fill in slopes. Tap moist soil into any prominent shrinkage cracks or animal burrows which form on or above a slope.
3. Plant slopes with light weight ground covers or drought resistant grasses to reduce erosion. Shrubs, trees and heavy ground covers, other than varieties specifically recommended by a qualified landscape architect, should not be used.

4. Do not spread loose fill over slopes. It is not compacted to the same density as the slope itself and will tend to slide with high moisture. The sliding may cause additional damage in weakening the slope. If you live below a slope, be sure that loose fill is not dumped above it.
5. Do not over-irrigate slopes. Ground cover requires some moisture during the hot summer months. However excessive irrigation during the wet season can cause ground cover to pull loose. This can destroy the cover and also cause serious slope erosion or failure.
6. Do not let water gather against foundations and retaining walls. These walls are built to withstand the ordinary moisture in the ground. If water is permitted to pond against them, it may cause damage to floor coverings or structural damage from erosion or expansion.

Remember, you will be responsible for water damage to your home or your neighbor's home due to modification of the grading and/or drainage. A conscientious effort on the part of all homeowners in maintaining their home, lot, drainage and slopes will insure an attractive community and enhance the value of your investment in your new home.

Again, please note that your grass, shrubs and trees are not covered due to the fact that it is impossible for Ryder Homes to control the watering, fertilizing and weather conditions once you have moved into the home.

HARDWOOD CABINETRY, STAIR HANDRAILS, AND BALUSTRADES

The face frames, stair handrails and balustrades, doors and drawer faces on the kitchen, linen, and pullman cabinets, are constructed of a natural hardwood and finished with a lacquer satin finish.

Please be aware that because wood is a natural material and because wood grain and wood color are inconsistent and vary from piece to piece, it is impossible to match grain and color. The cabinet finish must be maintained by the homeowner in the same manner as other furniture by periodic oiling with an accepted oil, such as lemon oil. Failure to do so resulting in subsequent water damage will void the warranty on wood surfaces.

NOTE: The oil provides a protective cover over the lacquer much like wax on a car and prevents water from checking and penetrating the lacquer finish.

HEATING AND AIR CONDITIONING

Your forced air unit contains a filter that requires periodic cleaning and/or replacement. A dirty filter impairs the efficiency of the unit and could cause it to malfunction. Clean and/or replace the filter monthly when the unit is in service.

Should your furnace require an adjustment, call your gas company. By adjusting the register in each room, you can obtain a desirable temperature and minimize your heating costs.

LUMBER AND MILLWORK

Ryder Homes uses structural lumber in your new home, designed in size, quality and grade to carry the intended loads with a large safety factor. It includes your joists, studs, headers and rafters. Some shrinkage and minor drywall cracks may occur due to natural shrinkage; however, this can be minimized by maintaining a relatively constant room temperature during the first year.

RONNING

All exterior wood materials require repainting periodically. Wood trim boards may pull away from one another or from other materials. They will require caulking with a good exterior type caulk before repainting to prevent the possibility of leaks and to improve the appearance. This is normal homeowner maintenance.

Entry doors and all exterior doors of wood will dry out to a certain extent. The door frames may be subject to a small amount of movement resulting in the need for adjustments to the door. This is normal homeowner maintenance.

A naturally finished wood entry door will need to be refinished by the homeowner periodically, especially when subject to constant sunlight. These natural finishes when exposed to the elements will not last for any extended period of time. This is normal homeowner maintenance.

You may also feel you need the advantage of adjusting or adding additional weather-stripping.

These items are homeowner responsibilities.

PLUMBING

Chrome Plumbing Fixtures – Your house contains chrome fixtures. These have been polished to a smooth, gleaming finish. If cared for properly they will provide many years of beauty. You may use a damp cloth, sponge or Scotch Brite Delicate Care scrub sponge and dish soap to clean them and remove water spots. Rinse them well and dry them with a soft towel. Never use cleansers, abrasives or cloths with abrasive surfaces. Use of these products may damage the chrome plating and may nullify the manufacturer's finish warranties.

Drain Lines – All the drain lines in your home are flushed and tested before passing inspection. Even though all of your plumbing has been flushed out to remove dirt and foreign matter, a small amount of pipe sealant compound may come out of the faucets for the first few days of regular use. This condition is normal with new plumbing and will correct itself quickly.

Water Pressure – The main shut-offs and the pressure regulator (if required) is usually located where the water line enters the house. The pressure regulator is preset per the demands of the area. If there is a severe drop in the water pressure, a plumber should be called to check the screens for debris or perhaps make an adjustment.

Re-caulking – Daily use of your tub, shower or sinks will constitute a need for occasional re-caulking. This is a normal homeowner responsibility and should be done to avoid excessive wear and tear.

Washing Machine – If you are absent from your residence for prolonged periods of time, turn off the water supplies to the washer during these absences. This will prohibit leaking caused by pressure fluctuation and water supply hose deterioration.

Drain Back-ups – In case of drain back up on the first floor, DO NOT under any circumstances use plumbing fixtures (i.e. toilets, shower, faucets, etc.), as this will only make the problem worse. A temporary solution to the problem may be made by carefully removing cleanout caps located on the exterior of the building. This allows the waste to flow on the ground and prevents overflow inside the house.

Plumbing Roof Vents – These are made of plastic pipe that expands and contracts with temperature changes. In doing so, the seal at the roof jack (metal flashing where vent pipe goes through the roof) may fail. This will require re-sealing by homeowner periodically to prevent leaks.

Shut Off Valves – All plumbing fixtures have shut off valves. These valves should be closed and opened periodically to insure proper operations and prevent freeze up to valve by water deposits.

Drain Blockage

1. Remove cleanout cap located at or near the front of your home in the planting area.
2. If cleanout is in garage floor or driveway, remove cover and unscrew cap.
3. If this does not relieve the pressure, blockage is between this point and where it appeared in the house.
4. On the exterior walls of the house, you will find cleanout plugs in the stucco or wood siding in vertical alignment with bathrooms, or kitchen sink, approximately 12 inches above ground level. Loosen the cap that goes with the blocked area. This will allow the blockage to spill onto the ground rather than inside the house and can later be washed away with a garden hose.
5. In some cases there will be one or more cleanouts located inside the garage at the bottom of walls.
6. Call any Roto Rooter company of your choice to come out and open the lines. Any of these companies will charge you for the call. As you recall, drain lines are only covered for 30 days.

Water Line Leaks

1. It is the homeowner's first responsibility to shut off the water supply to the area of the leak.
2. Kitchen sinks, dishwasher, vanity bowls, toilets, clothes washers, water heater, etc.... Each has an individual shutoff at the individual area.
3. The main shutoff that controls the entire water supply to the house is generally located at the front of the house either outside or just inside the garage.
4. If the leak is in a line that does not have an individual shut off, you have to shut the water off at the main shutoff.
5. DO NOT allow water to continually leak and cause more and more damage as it may later be determined your responsibility for repairs.
6. Call the Ryder Homes plumbing subcontractor directly using the procedure discussed in Section 2 of the Warranty Procedure on page 6.
7. Broken water lines due to freezing or abuse are not covered.

ROOFING

The roof is your protection from the elements. It is punished daily by Mother Nature and is built to withstand that punishment. However, it is not built to walk on. Never allow anyone on your roof unnecessarily. Asphalt shingles, wood shakes, concrete and clay tile roofing materials can provide many years of beauty and protection if cared for properly. Consult a professional roofing contractor for suggestions on care and maintenance.

WINDOWS

You will notice “weep” holes at the bottom of the track in the windows. These are designed to accommodate drainage from moderate rainfall; however, they are not large enough to drain water that is sprayed from a hose. Therefore, wash your windows by hand or place a towel in the track before spraying. Be careful not to scratch the surface and avoid using abrasives. For cleaning, use only a damp cloth. If windows should stick, we recommend a thorough cleaning of the top and bottom tracks and any moving portions of window.

WOOD SUBFLOORS

Temperature and weather fluctuations will cause expansion and contraction; therefore, it is impossible to provide squeak free or noise free floors.

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