

WELCOME HOME



NEW HOMEOWNER

Guidebook

2026

Useful Information About Your New Spinell Home

Name of your community: _____

Your new address: _____

Legal description: _____

Lot: _____

Block: _____

To Contact Spinell Homes

Spinell Homes, Inc.

1900 W. Northern Lights Blvd.

Suite #200

Anchorage, Alaska, 99517

www.spinellhomes.com

(907) 344-5678

(907) 344-1976 (FAX)

spinell@spinellhomes.com

Realtor Information

Listing (Sellers) Agent: _____

Phone: _____

Buyers Agent: _____

Phone: _____

Mortgage Company Information

Mortgage Company: _____

Loan Officer: _____

Phone: _____

Title Company Information

Title Company: _____

Escrow Officer: _____

Phone: _____



Who's Who

At Spinell Homes, we believe that an open line of communication is a vital part of the building process. It can be frustrating and dissatisfying when you don't know what's happening and don't know who to speak with. We want to avoid this. It's our responsibility to establish and maintain clear lines of communication. The personnel listed below are glad to assist you, answer your questions or find answers to your questions.

Reach out to the Spinell Homes Team anytime at (907) 344-5678

Andre Spinelli

President, Spinell Homes

Lauren Spinelli

Vice President, Spinell Homes

Lezlie Arnold

Warranty Manager, Spinell Homes

Jack Taylor

Warranty Supervisor, Spinell Homes

Gina Lodge

Residential Designer, Spinell Homes

Lindsay Schroder

Accounting & Finance, Spinell Homes

Luis Garcia

Construction Manager, Spinell Homes

Carlos Garcia

Supervisor, Spinell Homes

Subdivisions: Birch Meadow, Lauren Glenn, Spruce Terraces

La Atanoo

Supervisor, Spinell Homes

Subdivisions: Fern Hollow, Heather Wood Estates, Lois Townhomes, Ruby Estates

Allen Huntley

Supervisor, Spinell Homes

Subdivisions: Curry Ridge, Dove Tree, Eagles Nest, Hidden Ranch, Owls Nest

Spinell Homes' Suppliers

Lisa Sittou

(907) 261-9250

Spensard Builders Supply – questions regarding cabinet selections, appliances

Mike Kaercher

(907) 349-4779

K & W Interiors – questions regarding tile selections, floor coverings and countertops

Rusty Fortier

(907) 349-4123

Décor Lighting – questions regarding lighting and light fixtures





Purchasing Your Home

Purchasing Your Home

Glossary of Terms

30-Day Letter

Notice intended to advise 30 days until completion of the home (30 days to walk-through). This notice is sent out (usually by email) 45 days before occupancy. These dates may be adjusted. Walk-throughs will be scheduled with listing and selling agents. Closing dates are scheduled after all inspections are received by the governing municipalities. Do not lock your interest rate based on these dates; call Spinell homes to confirm a date before you lock your loan rate.

90% Letter

A letter of intention to loan, issued by a recognized mortgage lender or bank, the funds necessary to purchase the home.

Appraisal

Assessment of the value of the home performed by a certified appraiser.

As-Built Survey

Survey of the existing structure and driveway on the lot. An As-Built will be included with your closing package.

Building Energy Efficiency Standard (BEES) - PUR-101 Form

The Building Energy Efficiency Standard is required for new construction homes. The BEES is a set of minimum standards for thermal resistance, air leakage, moisture protection and ventilation as they relate to efficient use of energy in buildings. An energy rating will be performed by an energy rater using AKWarm computer software. Compliance with BEES must be certified with a PUR-101 document.

Certificate of Occupancy (CO)

Certificate issued by the governing municipality as evidence that the home has been inspected and was built in conformance with local building codes and is approved for occupancy. While this certificate is common, it may not be issued by all governing agencies.

Change Order

Document indicating a change or clarification in the building process. Change orders are produced by Spinell Homes or the realtor and signed by the homebuyer.

Compulsory Arbitration

By definition described and executed within the Real Estate Purchase and Sale Agreement, buyer and seller agree that all disputes shall be resolved through arbitration. The Better Business Bureau of Alaska, Inc. shall serve as the binding arbitrator and the findings of The Better Business Bureau of Alaska, Inc. shall be conclusive and final.

Conditional Certificate of Occupancy (CCO)

The conditional certificate issued by the governing municipality as evidence that the home has been inspected and was built in conformance with local building codes and is approved for occupancy but has conditions that can't be completed due to weather-related items (landscaping, exterior paint, paving or final grade).

Declaration of Acceptance (DOA)

The Declaration of Acceptance declares that seller and buyer have inspected the residential property and that, without any reservations, buyer accepts the property except items of discrepancy that are noted on the punchlist.

Early Occupancy

On some occasions, you may receive authorization to occupy the home before closing or settlement. In such cases, an "Early Occupancy Agreement" must be executed by and between both parties. More information can be obtained about the possibility of early occupancy by contacting a Spinell Homes representative. The "Early Occupancy Agreement" is accompanied by a rental payment (cost to be determined) from buyer to seller.

Earnest Money

The earnest money deposit is an important part of the homebuying process. It tells the seller you're a committed buyer, and it helps fund your down payment.

Escrow Holdback

Occasionally (usually during winter months), all work cannot be completed in the home prior to closing. Items left for completion are included in the purchase price and may include items such as final grading, paving, exterior paint, etc. When items are not complete, the seller's funds required to complete them are held in escrow by the title or mortgage company. The value of the funds withheld is determined by the appraiser or FHA/VA inspector. In some cases, the buyer's funds may be required for items that are to be completed by the buyer per the CC&R's.

Hold Harmless

Executed between buyer and seller, allowing the buyer to store items in the garage (only) of the house before closing. Releases Spinell Homes from liability for any damages incurred.

International Residential Code

The International Residential Code (IRC) outlines minimum requirements for mechanical, plumbing and energy components found in your home. Many codes are recognized by the International Conference of Building Officials, the Federal Housing Administration, the Department of Veterans Administration, as well as other organizations, including the Municipality of Anchorage.

Notice to Proceed

Serves as a notice to the builder that the buyer wishes to proceed with the necessary paperwork in preparation for the construction of the home. After the execution of the "Notice to Proceed," no changes and/or additions will be allowed that affect building permits or the appraisal. Earnest money becomes non-refundable at this time.

Option List

List of options that can be added to a house. The option list pricing is updated periodically and you will have to use the current price list when adding additional options. At the final meeting, you will receive an option list with only the "options" you selected for your house. To add or delete options, you will need to sign a change order (see definition of "change order").

Plot Plan

Survey of the "proposed" building location and driveway on a lot. The plot plan will also show any utility easements, ground elevations, square footage, etc. When construction is complete, an as-built survey will be given to you (see definition of as-built survey).

Public Offering Statement (POS)

Document prepared by an attorney for the builder or developer, including information about the number and type of units or homes in a subdivision, the homeowners association rights and duties to owners, and a list of easements or liens. You will receive the POS from your realtor.

Punchlist

The punchlist is a list of discrepancies needing attention. The punchlist is compiled at the walk-through. Items noted on the punchlist will be corrected by Spinell Homes within a reasonable time. Punchlist items typically include minor cosmetic defects. Spinell Homes will not agree to an escrow holdback of funds for punchlist items.

Summary of Building Inspection (PUR-102) Form

The Summary of Building Inspection (PUR-102) is required if your home is located in a community without a recognized building department. This form must be completed by the International Construction Code (ICC) certified inspector at various stages of construction.

Walk-through

A scheduled orientation of the home is referred to as a walk-through. The walk-through allows buyers the time to ask questions and familiarize themselves with the operations of the new home. The walk-through is typically scheduled 14 days before the earlier closing date or occupancy date. A punchlist of items to be completed is compiled at the walk-through.



Real Estate Agents

The question regarding the responsibility of the real estate agent is one that is often asked. While we encourage you to consult your agent regarding specifics, the following is a general guideline as to what you can expect from your agent and from the seller's agent. The real estate agent's primary objective is to bring a ready, willing and able buyer together with a ready and willing seller. Real estate agents will help facilitate a smooth transfer of property ownership from one party to another.

What to expect from a Real Estate Agent

Licensed real estate agents are qualified to advise about real estate. In dealing with a real estate agent, you can expect fair and honest dealings. Answers to your questions concerning the property will be answered honestly and accurately. Real estate agents protect and promote the interests of their clients. This obligation to the client's interest is primary; however, it does not relieve the obligation to treat all parties honestly.

Agents will explain real estate terms and procedures. Agents will explain closing costs and procedures. Agents can provide information about comparable properties and help to prepare a fair and reasonable offer to purchase the property. You should expect all offers to be presented promptly to the seller.

In accordance with Spinell Homes' policy, properties will be offered without regard to race, creed, sex, religion, familial status, handicap or national origin.

The duties of a real estate agent do not relieve a buyer (or the seller) from the responsibility to protect their own interests. Carefully read all agreements; you may wish to consult an attorney to ensure the contract adequately expresses your understanding of the transaction. You should not expect a real estate agent to provide you with legal advice.

Agent compensation, per the terms of the executed Real Estate Purchase and Sales Agreement, will be paid at closing from the seller's proceeds. Spinell Homes will not adjust the sales price of any property based on the use or lack of a buyer's agent.

Agent of the Seller

Often referred to as the 'listing agent', the seller's agent represents the interest of the seller (Spinell Homes). The agent's goal is to secure the highest sales price, the best terms, and the shortest possible time until closing on the listed property. Listing agents will disclose all defects known that materially affect the value, desirability or condition of the property. As well as known legal defects pertaining to the property.

Agent of the Buyer

A buyer's agent represents the interests of the buyer. The agent's objective is to obtain the lowest possible sales price, the best terms and an acceptable closing date. The buyer's agent can counsel a buyer about the market value of the home and negotiate the final sales price of the property. Buyer's agents will also disclose all defects known that materially affect the value, desirability or condition of the property. As well as known legal defects pertaining to the property.

Agent of Both Parties

It is not uncommon for the listing agent and the buyer's agent to be employed by the same broker. On occasion, an agent has established a relationship with a purchaser who then wishes to make an offer on a property listed with the same company. To avoid conflicts, the best solution, if agreed to by both parties, is to accept dual agency. This concept allows for open disclosure of all aspects of the property without divulging confidential matters relating to the buyer or seller. Confidential information includes personal or financial circumstances not relevant to the purchase of the property. Dual agency changes the buyer/agent and seller/agent relationship and allows agents to act as an intermediary for both parties. Agents will not represent the interests of either the buyer or the seller to the detriment of the other.

Standard Features

Exterior

- Front elevation: On most plans, we offer a choice of the front elevation of the home. Please see each sketch for the choices available. Note: some floor plans may require a certain elevation, and certain elevations may involve an upgrade cost. See your Spinell Homes representative if you have questions.
- Lap siding front elevation: Your home will come standard with Oriented Strand Board (OSB) lap siding on the front elevation, and T-1-11 siding on the sides and rear, unless otherwise upgraded.
- Decks and walks: Most plans include one deck as standard, as well as a front porch. Walking surfaces will be Trex decking, with cedar pickets and handrails (if needed). All pickets and handrails will be painted the body color of the home.
- Insulated garage doors: The standard overhead garage door is a metal, raised-panel, insulated door. The overhead garage door will be painted the body color of the home.
- Black asphalt shingle roof: The roof is covered with Highlander black asphalt shingles.
- Rain Gutters: Rain gutters are standard over the front entry. Additional gutters can be installed at the option list price.
- Front entry door: The standard front entry door is a fiberglass, raised-panel, insulated door, with a deadbolt. Some plans may include a sidelight with the door (the window on the side of the door). For more information, consult the Spinell Homes brochures.
- Driveways: An asphalt driveway is standard, unless otherwise specified.
- Windows/atrium doors: Thermopane vinyl low-E argon gas-filled windows and slider doors are standard.

Interior

- Carpet: Clear touch 34-ounce continuous filament PET polyester with 6-pound rebond padding. See list for upgrades.
- Vinyl: Builder-grade vinyl flooring will be installed in the front entryway, kitchen, baths and laundry rooms (where applicable). See option list for upgrades.
- Cathedral Ceilings: Most plans offer vaulted ceilings in living areas.
- Fireplace: Standard direct vent gas fireplace is 36 inches with tile face and flush hearth. The fireplace will have a standard drywall surround and mantle with black fireplace trim.
- Interior doors/trim: All interior doors are raised panel white enamel with matching trim. The door hardware is a brushed nickel standard round knob.
- Drywall/paint: All interior walls are finished with a light orange peel texture and painted "Parisian Taupe" with a satin finish. The trim is also painted "Standard White," a bright white, with a semi-gloss finish.
- Plumbing fixtures: Standard plumbing fixtures are chrome, with chrome hardware. Standard tubs and showers come with fiberglass surrounds white. Plans with garden tubs include a standard 6x6 white tile deck around the tub.
- Light fixtures: At your final builders meeting, you will be given a budget for choosing light fixtures. This budget may be used at our supplier in any way you wish. At the final

builders meeting, you will be shown the location for each standard light box. Additional fixtures can be placed as an upgrade.

- Floor Joists: Interior floors are laminated "I" beam floors – "the quiet ones" which are screwed and nailed, with manufacturer-required floor spans.
- Exterior Walls: Walls are two-by-six constructed, 16 inches on center.

Kitchens

- Cabinets: Standard cabinets are maple recessed panel cabinets by mid continent cabinetry supplied by Spenard Builders Supply. You will be given a choice of colors: Natural, Wheatfield, Cranberry, Espresso, Suede, Sundance, Briarwood or Fireside.
- Countertops: You will choose laminate countertops, which will be installed with a maple splash and edge to match the cabinets.
- Appliances: Standard appliances are Whirlpool and include: self-cleaning electric range with a vented range hood and a dishwasher. The choice of color is white/white or black/black. See option list for upgrades. Plumbing for the icemaker is included.
- Sink/faucet: Stainless steel double sink with sprayer and chrome faucet are standard. Garbage disposal is included.

Energy Efficiency

- Energy Rating: Our homes come standard with a Five Star energy rating. See option list for energy rating upgrade.
- Furnace: Furnace is a 95% gas forced-air single-stage furnace with a programmable setback thermostat. The garage has a separate gas unit heater with a thermostat. (*May be adjusted in rural areas where natural gas is unavailable.)
- Water heater: Your home has an on-demand water heater.
- Insulation: R-49 ceiling insulation and R-21 walls and crawl space.

Other

- Smoke/Carbon Dioxide Detectors: Are installed throughout the home, including all bedrooms per code.
- Phone/TV outlets: Your home will come standard with two prewired TV outlets and two phone outlets. Additional outlets can be purchased (see option list).
- Garages: Garages are insulated and fire-taped, prewired for a garage door opener, and have one floor drain (where local code allows). Also one electrical outlet which is typically located on the back interior wall.
- Hose bibs: Your home will have two exterior hose bibs, typically one towards the rear of the home and one towards the front (if home design allows).
- Exterior outlets: Standard is a headbolt heater outlet, and one exterior outlet at the rear of the home.

Floor Plans

Please consult your Spinell Homes brochure for specific floor plans. Not all floor plans offer the same features. You will not receive actual blueprints for your home, so you must know how to "read" the sketch of the floor plan. Some things to look for:

- Decks: These are shown as protrusions from the floor plan. One deck, with a sliding glass door and light, is standard for most homes. It is usually located off the main living area of the home.

- Fireplace location: Many homes you have seen may have a modified fireplace location. Please check the sketch for standard location.
- Handrails/half walls: Handrails are shown as dots connected with a line. Half walls are shown as a solid line. Please check the sketch for the floor plan standard.
- Windows: Many homes you have seen may have added windows. Please check the sketch for standard windows. They are shown as a double line on the exterior wall of the home.
- Unfinished basements: Many of our homes can be purchased with unfinished basements. The sketch shows areas that can be unfinished as dashed lines. This means there will be no walls there. The dashed lines simply mean where walls would go if the home were fully finished.

Purchaser Concerns

Occasionally, during the construction process, you may notice something that you question or do not understand. These concerns may include methods of construction, the materials being used and/or the sequencing of events that lead to the completion of your new home.

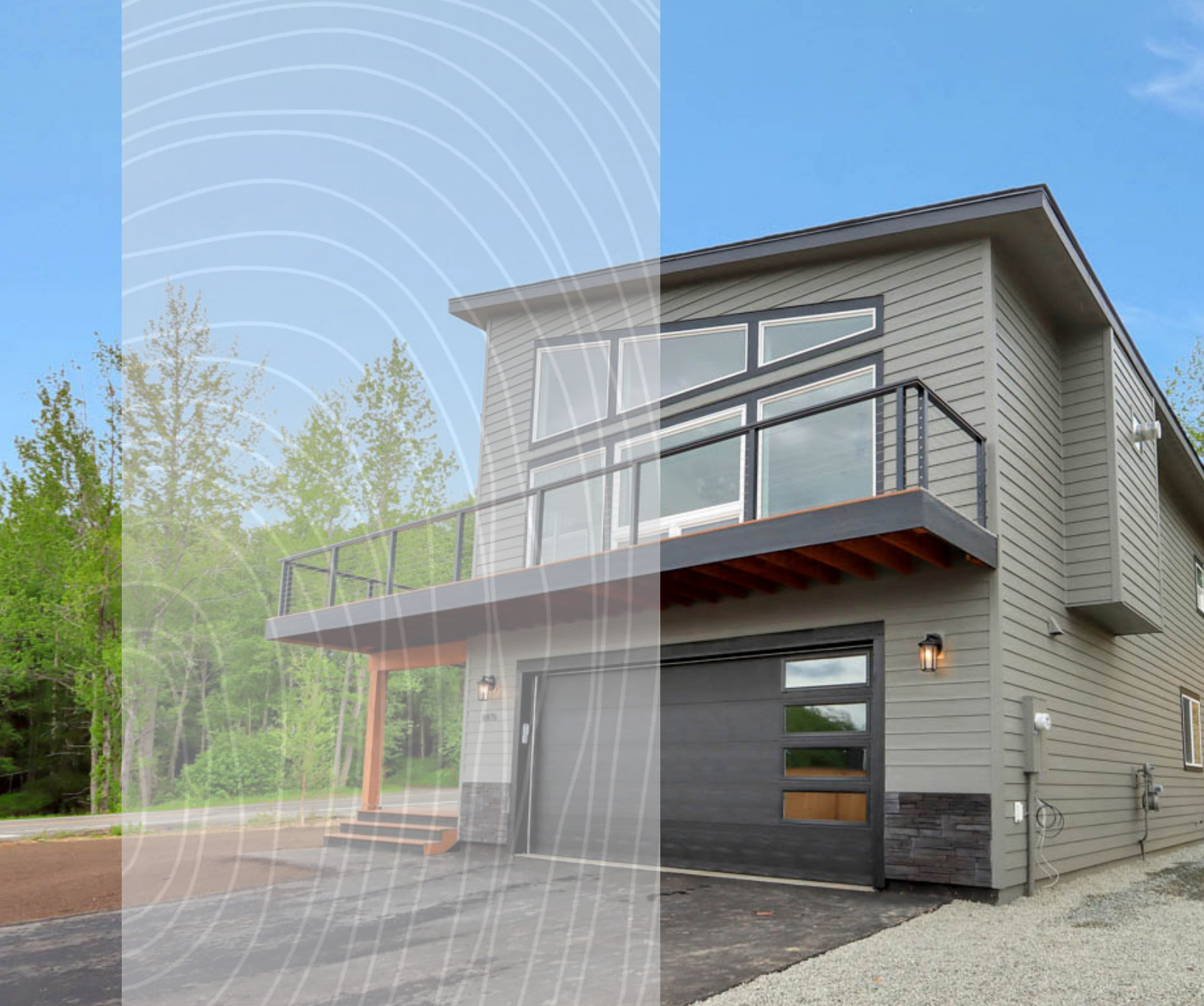
We recognize the need to address your concerns. Therefore, we have created a process designed to respond to your questions. To initiate this process, simply review this handbook and your Homeward Bound book. Many answers will be found within those pages.

Submit your concern in writing. If you are unable to find an answer to your question in the handbook/homeward bound, submit your concern in writing to Spinell Homes. You may do this via your realtor, fax, email or you may drop it off at our office. Often, your realtor may be able to respond to your question directly.

A written response (if necessary) to your question or concern will be returned to you, usually via your realtor. If necessary, we may phone you or schedule a meeting at your home to further explain our answer.

Please remember that our supervisors and their personnel have a detailed and time-consuming task in building your home. For this reason, we ask that you address your questions and concerns as outlined above.

Please allow our representative time to respond to your inquiries. This system has been established so that you are continually in communication with the individuals in our company who are most familiar with you and your particular situation. In most cases, a response can be expected within 24 business hours.



The Mortgage Process

The Mortgage Process

The lender you select will guide you through the loan approval process. Their goal is to find a mortgage that will satisfy both your needs and the requirements of the mortgage company. You must provide them with any requested information promptly to avoid delays. Try to avoid opening or closing any new credit accounts while your home is being built. Such changes may impact your credit score, which could affect your interest rate and/or loan fees. Credit reports can't be over 90 days old when you close on your new home, so a new one must be pulled within 90 days of your closing.

Make your lender aware of any job changes or changes to your income right away. Lenders must reverify your employment within 10 days of your closing. Job changes during the loan approval process can cause complications. Speak with your lender before making any such changes. Any changes to your financial situation should be discussed with your lender right away.

Your interest rate will be locked in before closing. Some loan programs, such as Alaska Housing Finance Corporation allow for rate locks up to 180 days. Other loan programs allow for shorter rate lock periods from 30 to 60 days. Talk with your lender about your rate lock options. Your lender has been instructed to contact Spinell Homes prior to locking your interest rate to make sure your home will be ready to close within the rate lock period.

The Construction Process

Spinell Homes is providing you with this overview of the construction process so that you can better understand the care and work that go into building your new home. Please be aware that the following is presented as a general overview. Your specific home may require different steps during the construction process.

In order to maintain the highest possible quality, we subcontract each part of building your home to specialty trades. For example, a subcontractor who specializes in interior trim hangs the interior doors and installs the interior handrails and baseboards. By having each part of your home constructed by specialists in each trade, we are able to provide you with a home that is affordable and of high quality. Each trade is scheduled days or weeks in advance of the actual work and time is allotted for the completion of their contribution to your home. It sometimes occurs that one trade completes its work a bit ahead of schedule. The next trade already has an assigned time slot that usually can not be changed on short notice. The overall construction schedule allows for this and you should expect several days during the construction of your home when it appears "nothing is happening." Similarly, it may appear that no progress is being made while the home awaits one or more inspections. This is a part of the normal sequence of the construction schedule and occurs at some point during the building of every home.

IMPORTANT NOTICE: Per the executed Real Estate Purchase and Sale Agreement, it may become necessary during the construction process for Spinell Homes to substitute materials. Spinell Homes reserves the right to substitute materials and appliances of equal or higher quality than those agreed upon.

Preparation Phase

How far will your home be set back from the street? Will you have a "left-hand" or "right-hand" garage? The exact position of your home on its site will be determined before the groundbreaking in the preparation phase. A variety of factors will be taken into consideration, such as terrain, drainage, local requirements and utility easements. Your home site is surveyed and marked with stakes. The house pad and the proposed driveway area are cleared of any obstructions and the soil is graded for construction.



If the property is not accessible to city water and septic systems, it may be necessary to drill a well and install a septic system. Spinell Homes contracts qualified professionals to design and engineer the placement of the well and the septic system on the property. Water quality will be tested and deemed acceptable by the Department of Environmental Conservation.

Construction Begins

The first activity you will see will be the staking of your lot for the excavation. Gastaldi Land Surveying will produce a plot plan that locates the home on the lot and shows the garage handling (which side of the lot the garage will be on) and the location of the home in relation to the property lines and the setback requirements. Many times we get requests for certain garage handlings. The garage handling is determined by the location of the services into the lot (water and sewer laterals from the street to connect the home to), the slope of the lot, mailboxes, the relationship with homes on either side, street lights and storm sewer inlets. Due to the many factors involved, we are sometimes unable to grant requests for a specific garage handling. The surveying contractor will then stake the home on the lot for the excavator, who digs the hole for the house to sit in.

The Foundation

The excavator will then start digging the home. The elevation (height) of your home is determined by several factors including: the slope of the street, the slope of the lot, drainage patterns, the type of house being built, the slopes and elevations of the houses on every side of the house. Most importantly, we will set the elevation of your home to maintain the grade requirements that help protect the structure from water.

Next, the foundation crew will install the foundation. Once the footings have been installed, the foundation contractor will "set the wall" so the walls of the foundation can be poured with concrete. This involves the standing up of panels. At numerous times during this process, the municipality is called upon to inspect the work that has been done.

Soon after the wall has been poured, the forms will be stripped off and the foundation will be waterproofed with a product designed to keep moisture from passing through the concrete.

Shortly after the waterproofing (or damp-proofing) has been sprayed on, the perimeter drain system will be installed if needed in that subdivision. The drain system may then be tied into the subdivision underdrain system. All this is done to keep water away from the foundation.

The process of attaching the home to the water and sewer service in the street will occur at this time.

Preparing for Framing

Once the drain is installed and inspected, the excavator will backfill the foundation. When possible, we will tamp the dirt into place around the foundation and the garage. This is done to reduce the amount of settling you will see around the foundation. This step will not eliminate the settling, but will reduce the amount and degree of settling you will see. Once the backfill is complete, the house is ready to frame.

Framing, Plumbing, Heating, Electrical and Roofing

The framing stage is the longest construction process. The framing contractor will frame the home per plans and specifications and meet all building code requirements.

After framing is complete, the plumbing and heating contractors will go to work on the inside of the home installing the "rough in" portion of the heating and plumbing systems. The plumber will install the water system. The furnace will be set at this time in the garage.

Now the home is really for the electrical rough-in. At this time, all the electrical outlets, fixture locations are wired and were reviewed at the final meeting. At the same time, the roof will be installed.

Once the plumbing, heating and electrical trades have completed their work, the framing trade contractor will finish the installation of any dropped ceilings, soffits, lower-level and basement walls and make any

framing corrections. Exterior steps, stoops and walkways will be installed, weather permitting. The home is inspected periodically throughout this phase for the "rough inspections" by the municipality.

Insulation and Drywall

After all inspections have been completed and passed by the local building department, insulation will be installed. The municipality will inspect the insulation and the vapor barrier. The drywall contractor will then enter the home to install drywall. The drywall process includes hanging, taping and texturing the drywall. The interior walls are now painted.

Exterior Work

Exterior work can now take place. The exterior work includes the installation of OSB and lap siding.

Interior Work

The interior work includes the installation of interior doors and trim, cabinets and countertops. Afterward, they'll be painted or stained. Then the ceramic tile and hard surface flooring (if selected) will be installed. When the flooring is in place, the plumbing, heating and electrical contractors will be back to do the final portion of their work. This is when your home's plumbing and light fixtures, appliances, thermostat and heat registers will be installed. The drywall contractor will come back to do any final touch-up and repair any dings or dents. All door handles and bath hardware will be installed. The 30 Day Letter will be sent to you and to the realtors involved in the transaction at this time.

Final Steps

This phase includes the installation of the carpet, followed by door stops and bypass door guides. Screens (if purchased) will be installed. Windows and doors will be checked to make sure they work properly. The home will then undergo a "final clean." The paint contractor will return to touch up any spots. Your home is now ready for a walk-through. During this time, final inspections are performed and work is inspected by the municipality. Copies of the approved inspections will be sent to your mortgage company.

Walk-Through and Declaration of Acceptance (DOA)

As your home nears completion, we will call your realtor to schedule a quality walk-through of your home. This homeowner orientation is an introduction to your new home and its many features – a meeting that surpasses the traditional walk-through to include a detailed demonstration of your home and information regarding its maintenance. Allow enough time for this meeting; you should anticipate approximately two to three hours. By arranging your schedule to use the full amount of time scheduled, you will maximize the benefits of the walk-through. You may wish to have your real estate agent present. If you would like to have a friend or relative view the house with you, this should be done prior to the walk-through. Our experience has shown that the walk-through is most beneficial when you can focus your entire attention on our representative; therefore, we suggest that children not accompany you to this meeting. Review all sections of this manual carefully before the walk-through. This meeting will be your opportunity to ask any and all questions regarding your home, including maintenance and warranty questions.

This walk-through will be your opportunity to note any minor imperfections in the home and, if necessary, to list these items for repair (this is called a "punchlist"). The construction department takes responsibility for resolving items noted on the punchlist. Make careful note of the cosmetic aspects of the home – sinks, tile, vinyl and other flooring, countertops, cabinet doors, glass, etc. As these are the items most likely damaged while you are moving in, Spinell Homes will not accept claims for warranty service on cosmetic items. Please keep



in mind that your new home cannot be perfect. For example, when noting sheetrock repairs, if you cannot see an imperfection from six feet away, a repair will not be done.

Approximately two weeks following this walk-through, our supervisor will schedule with you to discuss a Declaration of Acceptance (DOA). For homes built in the winter months, there will be two separate DOAs (one for interior items and one for exterior weather-related items). Exterior items will be completed as soon as the weather and subcontractor availability permit. Any outstanding items from the punchlist will be noted on the DOA to be signed off on when items are completed. In most instances, completion of the outstanding items will occur no later than 30 days following the execution of the DOA. In some cases, back-ordered materials may cause unforeseen delays. To assist in the completion of these repairs, your cooperation in making the home available during normal business hours is imperative.

If, through no fault of Spinell Homes or our representatives, we are unable to complete items noted on the DOA within the allotted 30 days, these items may be carried over to the 11th-month warranty.

Upon completion of all items, you will be asked to sign off on the DOA. When the DOA is signed, your home will then be assigned to our Customer Care team. That department will address all subsequent requests for service.

Delays in Construction

We strive to provide you with the finest quality home. With the amount of skilled workers and components involved in the building of your home, this is not an easy process. The following are examples of some common delays in construction you may experience.

The local municipality inspects your home frequently during construction, and will not allow us to close on your home if any flaws are found. Municipality inspectors check on the most current building criteria and codes. Occasionally, a municipality inspector will require a change or addition that will make your home somewhat different from the renderings. It is not uncommon to experience a delay while waiting for the inspector to perform an inspection. Unfortunately, Spinell Homes exercises no control over the municipality.

Weather delays are common when building homes in Alaska. We cannot foresee extreme cold, large amounts of snowfall and/or rain. While we attempt to take into consideration weather delays and adjust our schedules accordingly, we are sometimes inaccurate.

We appreciate that most homebuyers want to customize their home; however, special orders cause delays. Any change order executed for your home delays the construction time. Prepare to add five business days to the closing date for each standard change order. You must allot numerous extra days to your tentative closing date for special orders.

In order to maintain the highest possible quality, we subcontract each part of the building process to specialty trades. We are fortunate to employ some of the top subcontractors in Alaska. We will not "settle" for mediocre subcontractors. Spinell Homes nor its subcontractors can be responsible for labor delays and material shortages, which may lengthen the building process.

While many potential delays have been outlined above, the process of building a home is not an exact science. Many variables can delay the process of building your new home. Spinell Homes will work to complete your home as quickly as possible without sacrificing quality.

Site Visits

Construction sites can be hazardous. We do appreciate your desire to visit your home during construction. Your safety is of prime importance to us. Please make arrangements to visit your home during normal business hours with the seller's or buyer's real estate agent.

All communication regarding your new home must be directed to the buyer's real estate agent or to Spinell Homes in writing. Subcontractors have no authority to enter into agreements for Spinell Homes or to make any changes to your home. Please do not talk to the trade contractors working in your home. Miscommunication may cause mishaps, problems or delays in the construction of your home.

As our insurance does not cover non-employees who may be injured on the construction site, Spinell Homes cannot be responsible for injuries obtained on the job site. Please see the New Home Job Site Indemnification Agreement sign at the time of your Earnest Money agreement.

We encourage you to be aware of the many hazards that may affect children playing on or around construction areas. Children love to play around construction areas, but they are not aware of the potential dangers. We rely on parents to keep children safe while visiting construction areas.

You should be aware that customer-construction alterations (other than those previously approved in writing) are not permitted in your new home until after closing. Each plan (including selected options) is submitted and approved by the municipality before the start of construction. There have been instances in the past where local inspectors would not approve a home because of items added to the home.

Independent Home Inspections

Home inspections have become commonplace in the resale home industry and are used on a limited basis in new home sales.

If you elect, at your own expense, to have your new home inspected by an independent home inspection company before closing, we will make every effort to accommodate the independent home inspection process. Spinell Homes, however, is not obligated to respond to items noted by your inspector.

Please keep in mind that all our homes undergo a thorough quality control process starting at the foundation and ending with the completed home. All phases of construction are inspected by our staff as well as local building department officials. This process ensures that your new home not only meets Spinell Homes' high standards, the home meets or exceeds all local building code requirements.

Closing On Your Home

Spinell Homes recognizes that timing is vitally important in planning your move and locking in your loan. We can specify an exact delivery date when construction reaches a point where weather and other factors are unlikely to impact the completion of the home.

Weather can delay getting the foundation in and can affect framing, roofing, and exterior finish. Material and/or labor shortages may affect the construction schedule. Please remember that you may delay the construction schedule by not responding to inquiries made by your lender, Spinell Homes or real estate agents. Changes submitted after the original purchase agreement has been completed can add days to the schedule. Special orders can add up to several weeks to the construction schedule. The closing cannot occur until all inspections have been performed and passed, and the Certificate of Occupancy has been issued.

Date of Closing

The closing will take place shortly after your Final Declaration of Acceptance. Your realtor will notify you of the closing. Typically, the closing process will take approximately one hour.

Location of the Closing

Usually, the closing will take place at the title company. You will be notified of the exact location of the closing when the appointment is set.

Closing Documents

At closing, the documents necessary to convey your new home to you and to close on the loan from the mortgage company will be executed and delivered. In addition to the following standard



documents, additional items may be required by Spinell Homes, the mortgage company or the title company. Principal documents will include:

- Title Commitment – will be delivered to you at or before closing. The standard form ALTA owner's title insurance commitment will insure merchantable title of your home to you in the amount of the purchase price. Permitted title exceptions may be described in the purchase agreement. Within 30 to 60 days after closing, the title company will mail you a standard ALTA owner's title insurance policy, insuring you title to your home. The title insurance policy should be kept with other valuable closing paperwork. Review the preliminary title insurance policy and the title insurance policy you receive after closing carefully. Contact the title company with any questions you may have.
- Settlement Statement– The settlement statement or closing statement, aka HUD-1, will be generated by the title company only after having the lender documents and approval of the statement.
- Statutory Warranty Deed – conveys the home and the lot to you, as they are prepared according to Alaska Statute.
- Limited Warranty – a copy of the Limited Warranty provided by Spinell Homes is provided in this manual for your review. The Limited Warranty begins on the date of the closing or the date of occupancy, whichever is earlier.
- Deed of Trust – encumbers your home as security for repayment of the Promissory Note.
- Promissory Note – this note is signed by you, payable to the lender in the principal amount of the loan, plus interest. Annual taxes and insurance premiums will be added to the loan amount and your monthly payment will be calculated.
- Closing Expenses – Certain customary expenses, such as taxes and utilities, will be prorated based on the periods that Spinell Homes and you own the property.

You will be charged for items such as prepaid expenses, reserves required by your mortgage company, or reserves required by your Homeowners Association. These items are typically prorated to the date of closing.

All adjustments and prorated expenses made at closing will be final.

The final cost figure is usually available only very near the actual closing. A reasonably close estimate may be provided to you prior to closing, however, many items included in the final total are subject to last minute adjustments. This is a result of several variables that cannot be controlled.

You will need to bring a cashiers check or certified check that must be from an Alaska Bank. Otherwise, it would need to be a wire transfer.

Most Common Questions

The Real Estate Settlement Protection Act (RESPA) provides you with many protections. Under this law you can request copies of the documents you will be signing at the closing prior to the appointment. Although these documents are not negotiable and thousands of previous buyers have signed them, you should read through them before signing.

You will need to obtain and present proof of a homeowner's insurance policy from your insurance company. Your insurance agent will know exactly what is needed. We suggest that you arrange for this no later than three weeks before the expected closing date.

The title company is not authorized to negotiate or make representations on behalf of any of the parties involved in the closing. Therefore, please discuss any questions, agreements or other details directly with us or your lender in advance of the closing.

You will need to notify all applicable utility companies of your move so that service is provided under your name. We suggest that you contact these companies well ahead of time to avoid any interruptions in

service. Spinell Homes will automatically have utility services removed from our name within days after closing.

Purchasing Homes with Escrow Items to be Completed

Part of building homes in Alaska is the reality that all the work cannot be completed when the home is built during the winter, and even early spring. Items left for completion can include final grading, driveway paving, permanent deck supports, exterior painting and gutters. Since these items are included in the purchase price but are not complete at closing, the funds required to complete them are held in escrow.

Snowfall, and then the melting snow in spring, makes our job difficult to be as neat and clean as we would like to be. Unfortunately, all sorts of debris and trash are neatly buried by the continued snowfall. Ice holds things in place weeks after the last snow falls and then melts. We attempt to clean up around the homes as the snow melts but this usually happens at the same time for all homes built during the winter. It is really helpful if you pile up any waste materials near the curb and we will send crews around to collect them.

You may notice water in your crawl space around this time as well. This usually occurs in areas that do not have final grades completed. As the snow begins to melt around your home, walk around your foundation to ensure no "funnels" are being created in the melting snow which drain water down your foundation. If so, shovel the snow away from the house. If you see water begin to accumulate in the crawl space, please call Spinell Homes for an inspection. If needed we will install a sump pump system in your crawl space. Please be advised that if the water becomes too deep we cannot install a pump and the water will have to be drained slowly – so call early if you think there is a problem. For further information please see our letter about Procedure for Water in Crawl Space.

We will be painting exteriors as time and weather permit. You may notice newer homes being painted first. This is because lenders will not allow homes to close with escrow items when the weather permits completion before closing. Painters will begin work in homes already closed as soon as the weather and schedule permits.

The final steps are final grading and paving. The frost, often down four to six feet below the surface, must disappear prior to final grading and paving. The settling that must occur will not happen until then. When the frost does leave the ground will begin to dry out and firm up enough for heavy equipment to work on. Next, the gas and electric lines must be buried so we may final grade. This is done by the respective utility companies, and is usually done subdivision by subdivision until complete. About a week after they begin burying the lines we will be around to final grade and prep for asphalt. It is very important that as the ground becomes soft you stay off the driveway until it has dried out completely. Adding gravel and/or placing boards on the driveway will slow the process. You must also hold any landscaping plans until after all escrow items are complete. Our goal is to complete all escrow work by July 15. This is, of course, subject to Alaska weather! Please be patient. We would like everything complete as much as you do.





Homeownership 101

Homeownership 101

While it is impossible to completely advise you of all aspects of new homeownership, the following outlines some of the most common situations. Be advised that by adhering to these helpful tips, you can eliminate many of the confusing and frustrating issues new homeowners commonly face.

Be advised that a permit is required prior to any improvements or changes being made to your property. Contact the proper building enforcement agency (i.e. the Municipality of Anchorage Building Safety Division, the City of Palmer, etc.) prior to commencement of any work.

Be advised even if a building permit is not required, you will still need to contact the governing Homeowners Association (if applicable) prior to making any exterior changes to your home. Many associations require advanced approval for changes. If you are in violation of CC&R regulations, you may be assessed a fine and/or be required to reverse changes.

Be advised, a recent study has proven that the use of candles and other burning matter may produce the appearance of black markings on carpets, walls, ceilings, baseboards and black particulate dusting on appliances. As the furnace ductwork connects the home to the garage, running your car in the garage may also cause the appearance of soot marks. These black markings have also been apparent when additional gas logs were added to the fireplace.

Other identified substances which may produce these black markings include: paraffin, benzene, toluene, silicates, iron oxide, cellulose and cotton, dirt or clay, pollen and carbonates, common grease, and nicotine. With the regular introduction of new household products, this once unusual phenomenon has become a common incident. There are as many causes of the markings as there are occurrences.

Spinell Homes, Inc. offers these examples, however, any action resulting in the production of carbon (or other) molecules may increase the chance of staining in your home. As a homeowner, you are responsible for considering the consequences of your actions.

As the carpet in your home acts as a filter for these molecules, carpet manufacturers specifically exclude this type of staining from any warranty, including warranty on stain-resistant carpet.

Be advised that Spinell Homes, Inc., will not provide warranty service for the appearance of soot marks or staining in your home.

Be advised you are responsible for maintaining all landscaping buffers, as required by the governing municipal agency. Contact the municipality or city office prior to removing or adding landscaping to the buffer zone.

Be advised your property may contain easements that allow the use of your property by utility or other agencies. Review the survey provided to you for any such easements. Do not block access to these easements. Contact your real estate agent or Spinell Homes for further clarification if you are unsure if an easement exists on your property.

Be advised outstanding escrow items will be completed as soon as weather and subcontractor availability permit. You may notice activity on adjacent properties (which may have closed after you); contractors work in subdivisions in an order that may not be concurrent with closing dates.

During warmer months, escrow holdbacks are not permitted. Therefore, you may see activity on a home that has not closed.

Be advised that it is our goal to complete all escrow items by July 15. However, this date can be affected by weather conditions and subcontractor availability.



Be advised that snowfall and melting snow in the spring make it difficult to be as neat and clean as we would like to be. Unfortunately, all sorts of debris and trash are neatly buried by continued snowfall. Ice holds debris in place weeks after the last snow falls and then melts. We attempt to clean up around the homes as the snow melts. Typically, this happens at the same time for all homes built in the winter months. It would be really helpful if you could pile up any waste near the curb of your lot; we will periodically send crews around to pick up debris.

Be advised, if you've purchased a home in a subdivision that is under construction (most homes fit into this category) construction will continue. You may experience the conditions associated with new construction. You may have to endure such nuisances as; portable toilets near your lot, occasional nail punctures to your tires, debris blowing into your yard and the sounds associated with construction. Please understand that these items, as well as numerous other things not mentioned, are temporary and unavoidable. Spinell Homes is aware of the unpleasantness that may be experienced however; we implore your patience.

Be advised that the home you have purchased will no doubt have flaws. Please review the Spinell Homes Warranty and Standards Agreement executed at closing. Spinell Homes provides a one-year comprehensive warranty. We will attempt to complete all service requests within a reasonable time frame. Your cooperation is vital to the success of the warranty program.

Be advised that warranty appointments are scheduled Monday through Friday, 8:30 a.m. to 5:00 p.m. Please be available or make your home available by leaving a key in the key box so that we may be able to fulfill our obligation to you.

Be advised that all requests for warranty service must be submitted to Spinell Homes in written form. You may contact Spinell Homes via the telephone for emergency situations however; to maintain complete records on your home you will be asked to follow up all phone calls with written correspondence.

Be advised the completion of all questionnaires and surveys allow Spinell Homes to improve our service and or recognize outstanding service. Your input is a vital and invaluable resource. Please take a moment to complete and return all questionnaires.

Be advised, Spinell Homes will not, nor will our subcontractors, warrant loss or damage caused to the home by acts of God. Acts of God include, but are not limited to: fire, explosion, smoke, water escape, presence of insects, changes which are not reasonably foreseeable in the level of the water table, glass breakage, wind storms, hail, lightening, falling trees, aircraft, vehicles, flood, avalanche, and earthquake. Spinell Homes can provide you with subcontractor information to repair such damage; however, all costs associated with repairs are your responsibility. You may wish to contact your homeowners' insurance if you experience such a loss.

Be advised, Spinell Homes cannot be responsible for services that are provided by a third party. Such services may include snow removal (provided by the municipality), cable television (provided by the cable company), etc. While Spinell Homes employees will attempt to provide you with assistance, there are some agencies we are unable to control.

Be advised that throughout the year, you will need to adjust the thresholds around the doors of your home (see Caring For Your Home). This procedure is a normal occurrence and should not be considered a defect under the terms of your warranty.

Be advised that you are responsible for caulking around the windows of your home to avoid the infiltration of water (see Caring For Your Home). This procedure is a normal occurrence and should not be considered a defect under the terms of your warranty.

Be advised that throughout the winter, there is often a large accumulation of snow on the roof. Now that we use bath fans that run more often, more heat is vented from the home, which can cause glaciation on the roof. It may be necessary to shovel your roof to help alleviate the problem of glaciation and to eliminate leaking above the ice shield under your shingles.

Procedure for Handling Water in Crawl Spaces

Some customers have asked for an idea of how this process takes place. Complete installation can take around a month once the source of the water has been identified and corrected (temporary moisture may occur from thawing of frozen crawl space floors and adequate time must be given for drying). Permanent sump pump installations will only occur after the final grade is established and it is determined that the proper grade will correct the problem.

When water appears in a crawl space, several steps have to be taken to effect a good installation of a crawl space sump pump system:

- STEP 1: Identify the source of water and divert it from entering the crawl space or limit it as much as possible. Some of the possible problem areas can be: lack of proper grade from foundation, sink holes or utility trenches settling next to the foundation, sink holes by downspouts or under decks, an unexpected rise in the seasonal groundwater table, or a broken waterline or frozen hose bib.
- STEP 2: The crawl space must be dried out. This is accomplished by placing temporary pumps in the crawl space and removing as much standing water as possible. Next, the visqueen vapor barrier is pulled back so the ground can dry out as well. This step is required so that a "sump pit" can be dug in. If the ground is saturated it is nearly impossible to dig a hole deep enough for the sump to be effective. If a sump bucket was installed as a precaution this step may be quicker.
- STEP 3: Install a permanent sump pump and hard pipe the outfall. This step will provide for a drier crawl space over time. The homeowner will need to inspect this pump and make sure it's operational at least twice a year. The easiest way to test it is to add water to the sump bucket until the pump comes on and removes the water. Cleaning the pump twice a year to prevent clogging and burnout is also beneficial. Cleaning consists of removing the pump and pumping clean water through it.
- STEP 4: Reinstallation of vapor barrier and replacing damaged insulation when required. The final steps will be to replace the vapor barrier. The vapor barrier is designed to hold moisture below the barrier. It's not uncommon to have some minor amounts of water under the plastic vapor barrier. It is very common to have water droplets on the underside of the plastic. This is actually its intended purpose. By replacing the vapor barrier before the saturated ground is entirely dried out will slow the drying process (several weeks or months may be needed) but will keep the moisture and humidity lower in the crawl space area. The workers will determine when to replace the vapor barrier. The final step will be to evaluate the insulation to determine if it was damaged by the water and needs replacing. The workmen will do this as well.
- STEP 5: Cleanup. Once the install is complete the workmen should take all the extra, used or replaced material away and clean up after themselves. Re-attaching any ductwork used to help dry things out happens at this time and the removal of any fans as well. At this point the sump pump installation is complete. The homeowner should monitor this area during times of heavy rains or runoff at spring break-up to ensure the installation is working as designed. If there is a problem, a written note to the office will prompt additional action.



Do You Have a Sump Pump?

- If a substantial amount of water accumulates in the crawl space, a home may require a sump pump. Generally, a sump pump is required, when there is standing

water in the crawl space for extended periods at a level greater than three-quarters of an inch throughout, once the final grade has been completed. If your home is equipped with a sump pump, familiarize yourself with the manufacturer's suggested uses.

- Always disconnect the pump and controls from the power source before handling or making any adjustments. Always wear rubber boots when there is water on the floor and you must unplug the pump.
- Be sure that the pump is connected only to a proper GFI outlet. Beware of the risk of electrical shock.
- For proper automatic operation, make sure the pump power cord is plugged in according to manufactures' suggestions.

Helpful Hints:

If the pump does not run or just hums:

- The water level in the sump may be too low to activate the automatic float or diaphragm switch.
- The pump and/or switch cord plug may not be making contact in the receptacle.
- If the pump is using the series (piggyback) cord plug, the two plugs may not be plugged tightly together.
- The float may be stuck. Be sure the float operates freely in the basin.
- The motor winding may be open; if that is the case, take the unit to an Authorized Service Center.

If the pump runs but does not deliver water:

- Check to see if the valve may be clogged.
- Pump may be air locked. Start and stop several times by plugging and unplugging cord.
- Check the vent hole in the pump case for plugging.
- Pump head may be too high. Pump cannot deliver water over a 25-foot vertical lift. Horizontal distance does not affect pumping, except for friction loss through the pipe.
- Inlet in pump base may be clogged. Remove pump and clean out.
- Impeller or volute openings may be plugged or partially plugged. Remove the pump and clean it out.

Pump runs and pumps out sump but does not stop:

- Float is stuck up in position. Be sure float is not hung up and operates freely in basin.
- Switch contacts may be stuck, replace switch.
- Pump runs but delivers only a small amount of water:
- Pump may be air locked. Start and stop several times by plugging and unplugging cord. Check vent hole in pump case for plugging.
- The pump head may be too high. The pump cannot deliver water over 25-feet vertical lift. Horizontal distance does not affect pumping, except loss due to friction through discharge pipe.
- Inlet in pump base may be clogged. Remove pump and clean out openings.
- Impeller or volute openings may be plugged or partially plugged. Remove pump and clean out.
- Pump impellar may be partially clogged causing motor to run slow, resulting in motor overload. Clear impellar.

Fuse blows or circuit breaker trips when the pump starts:

- Inlet in pump base may be clogged. Remove pump and clean out openings.
- Impeller or volute openings may be plugged or partially plugged.
- Pump impellar may be partially clogged causing motor to run slow, resulting in motor overload. Clear impellar.

- Fuse size or circuit breaker is too small.
- Defective motor stator: return to an authorized service center for verification.

The motor runs for a short time, then stops. Starts again after a short period:

- Indicates tripping overload caused by the above symptoms.

In applications where the pump may sit idle for months at a time, it is recommended that the pump be cycled every few months to ensure the pumping system is working properly when needed.

Always disconnect the pump from the power source before handling or making any adjustments. To protect the integrity of the manufacturers' warranty, service should only be performed by an authorized service center.

What Homeowners Should Know About Mold

Mold is a type of fungus. It occurs naturally in the environment, and it is necessary for the natural decomposition of plant and other organic material. It spreads by means of microscopic spores borne on the wind, and is found everywhere life can be supported. Residential home construction is not, and cannot be, designed to exclude mold spores. If the growing conditions are right, mold can grow in your home. Most homeowners are familiar with mold growth in the form of bread mold, and mold that may grow on bathroom tile.

In order to grow, mold requires a food source. This might be supplied by items found in the home, such as fabric, carpet or even wallpaper, or by building materials, such as drywall, wood and insulation, to name a few. Also, mold growth requires a temperate climate. The best growth occurs at temperatures between 40°F and 100°F. Finally, mold growth requires moisture. Moisture is the only mold growth factor that can be controlled in a residential setting. By minimizing moisture, a homeowner can reduce or eliminate mold growth.

Moisture in the home can have many causes. Spills, leaks, overflows, condensation and high humidity from humidifiers and natural sources are common sources of home moisture. Good housekeeping and home maintenance practices are essential in the effort to prevent or eliminate mold growth. If moisture is allowed to remain on the growth medium, mold can develop within 24 to 48 hours.

Consequences of Mold:

Not all mold is harmful, but certain strains of mold have been shown to have adverse health effects in susceptible persons. The most common effects are allergic reactions, including skin irritation, watery eyes, runny nose, coughing, sneezing, congestion, sore throat and headache. Individuals with suppressed immune systems may risk infections. Some experts contend that mold causes serious symptoms and diseases that may even be life threatening. However, experts disagree about the level of mold exposure that may cause health problems, and about the exact nature and extent of the health problems that may be caused by mold. The Center for Disease Control states that a casual link between the presence of toxic mold and serious health conditions has not been proven.

What the Homeowner Can Do:

The homeowner can take positive steps to reduce or eliminate the occurrence of mold growth in the home, and thereby minimize any possible adverse effects that may be caused by mold. These steps include the following:

- Before bringing items into the home, check for signs of mold. Potted plants (roots and soil), furnishings, or stored clothing and bedding material, as well as many other household goods, could already contain mold growth.

- Regular vacuuming and cleaning will help reduce mold levels. Mild bleach solutions and most tile cleaners are effective in eliminating or preventing mold growth.
- Keep the humidity in the home low. Vent clothes dryers to the outdoors. Ventilate kitchens and bathrooms by opening the windows and using exhaust fans, or by running the air conditioning to remove excess moisture in the air, and to facilitate evaporation of water from wet surfaces. If you have a humidifier, correctly adjust it for temperature changes (see operation manual).
- Promptly clean up spills, condensation and other sources of moisture. Thoroughly dry any wet surfaces or material. Do not let water pool or stand in your home.
- Promptly replace any materials that cannot be thoroughly dried, such as drywall or insulation.
- Inspect for leaks on a regular basis. Look for discolorations or wet spots. Repair any leaks promptly. Inspect condensation plans (refrigerators and air conditions) for mold growth. Take notice of musty odors and any visible signs of mold.
- Should mold develop, thoroughly clean the affected area with a mild solution of bleach and a mold control product found at any home improvement stores. Test to see if the affected material or surface is color safe prior to applying bleach. Porous materials, such as fabric, upholstery or carpet should be discarded. Should the mold growth be severe, call on the services of a qualified professional cleaner.

Guidelines for Ventilation System Operation

Providing clean, fresh air and exhausting stale, used air is fundamental for a healthy home. Our system combines both passive and active intakes through a controlled access port. A fresh-air port called a "Skuttle" is plumbed directly into the central heating forced air system, just ahead of the combustion heat exchanger. As fresh, clean air is introduced, the central air system distributes the fresh, clean air throughout the home. Also integral to this system is the whole-house continuous exhaust fan, typically located in the crawl space of your home. This fan is set to exhaust the code-prescribed amount of air from your home and should always be left on while the home is occupied. It is ok to turn this fan off while you are on vacation, but if there is moisture in your crawlspace, this fan should always remain on.

Some homes may have a heat recovery ventilator, often called an HRV, in place of the whole-house continuous exhaust fan and the "Skuttle. These are typically installed to achieve a higher energy rating. While an HRV is exhausting stale air from the house and replacing it with fresh air, it can recover the heat from the warm stale air and transfer it to the colder fresh air, reducing the demand on your heating system.

Septic System Design and Warranties

State and municipal regulations govern the design and installation of on-site septic systems and wells. Septic designs generally require test holes to determine the groundwater level and soil type. If septic systems are placed below the groundwater level, they will fill with water and become dysfunctional. The engineer must make a judgment call to try to maximize the depth below the home and fixtures feeding into the septic system, in relation to the groundwater level and the soil type where the system is installed.

As the builder, Spinell Homes hires a certified septic installer to build the system according to the engineer's design. The system, once complete, is certified by the designing engineer and approved by the local jurisdiction and the system becomes operational.

Care must be taken after the installation by the homeowner to ensure the system will be properly protected from damage and excessive water infiltration. Stand pipes (the white pipes sticking out of the ground) are to service the septic tank and observe the conditions of the leach field. Septic tanks should be pumped out every year to ensure that solids do not enter the leach field.

The leach field also needs protection. A raised bed system must be protected from erosion by topsoil and seeding, making sure not to change the contours set during the installation. For trench-type leach fields,

it is important to keep the areas of the trenches even or above the existing grades. Since these areas are not compacted when they are filled, they are very susceptible to becoming the drain field for any surface water in your or your neighbor's yard. The area above these trenches should be topsoiled and seeded with grades set to drain surface water away from the field itself.

Because of the nature of these systems, the dependency of success relies on many factors out of the control of Spinell Homes, the installer and the designer. For this reason, the only warranty extended on septic systems is that they are installed in accordance with the plans, specs and approval of the jurisdiction in which they are installed. As with our normal standards, landscaping and planting lawns is a responsibility of the homebuyer. If you would like Spinell to arrange for the landscaping aspects of the septic system, it will be quoted above the normal budget for the septic system. Most buyers prefer to contract for the landscaping portions themselves, which will result in a 20% savings. Regardless of who does the installation, these systems must be protected from surface water infiltration as soon as possible. The most critical period is the year immediately following the installation, while the ground is settling.

If you need any more information, you will find additional literature in your Spinell Home Buyer Guidebook and at the local D.E.C. headquarters.

Warranty Requests

Requests for warranty service should be submitted to Spinell Homes, Inc., 1900 W. Northern Lights Blvd., Suite 200, Anchorage, Alaska 99517.

Service requests will only be accepted in writing. You may submit your request in writing via email or fax or log on to the Spinell Homes website. Phone calls will not be honored as a request for warranty service.

To expedite service, your written warranty request should include the following information:

1. Your name
2. Daytime and evening phone numbers
3. Address of the property
4. Subdivision
5. Lot and block numbers
6. A brief description of the items that need to be inspected

Spinell Homes will acknowledge receipt of the written warranty request submitted for your home.

Warranty requests are assigned to a supervisor each Monday afternoon. You may anticipate being contacted by a representative shortly thereafter. If applicable, the supervisor will schedule an appointment to inspect the items. Once the inspection has been made and repairs have been agreed to, repair appointments will be scheduled. Repairs will be agreed to per the criteria outlined within the Spinell Homes Warranty and Standards Agreement executed at closing.

As a reminder, appointments are scheduled between 8:30 a.m. and 5 p.m. Monday through Friday. Please be available, or make your home available by leaving a key in the lock box.

Upon completion of repairs, Spinell Homes will forward a copy of the list to you as well as conduct a warranty questionnaire. Please respond to the questionnaire regarding the service you receive.



Spinell Homes, Inc. Limited Warranty Agreement

Spinell Homes, Inc. Limited Warranty Agreement

I. Introduction: Waiver of Implied Warranties and Relinquishment of Claims.

Alaska law imposes certain warranty obligations on builders in the state by implication. These warranties are sometimes called "implied warranties" because they are not specifically set forth in any statute but exist only in common law which is the law as stated in the appellate court decisions of the state. Implied warranties which the courts of this state may indicate apply to the sale of newly constructed residential property may include but may not necessarily be limited to, the implied warranty of workmanlike construction, the implied warranty fitness for a particular purpose, and the implied warranty of merchantability. The court may hold that one or more of these implied warranties also apply to residential remodeling work in addition to new residential building construction.

Under certain circumstances a purchaser may waive implied warranties and and relinquish claims that he or she may have if the waiver and relinquishment are accomplished voluntarily and with the knowledge of the person waving the warranties and relinquishing the claims Spinell Homes Inc. is not required to provide purchasers an express warranty concerning workmanship and material and against defects and deficiencies, but agrees to provide this express new construction limited warranty in the place of all other warranties implied by law or contract, and only in exchange for purchasers' voluntary waiver of all such implied warranties and relinquishment of all claims against Spinell Homes Inc. for consequential damages, personal injury or death arising after the date of closing excepting only claims for repairs and modifications specifically covered by this new construction limited warranty. This waiver and relinquishment shall be binding upon the purchaser(s), and their heirs, successors, assigns, grantees, guests and invitees. Purchaser(s) acknowledge that Spinell Homes, Inc., shall be entitled to rely upon this waiver as a complete bar and defense against any claim asserted by purchaser(s) or anyone claiming through purchaser(s) except for claims covered by this new construction limited warranty. The deed conveying the property to purchaser(s) shall contain a reference to this waiver and relinquishment.

As used herein, "Purchasers" and "Homeowners" shall include purchasers of remodeling services and "new construction" shall include remodeling work performed on existing residential buildings when this new construction limited warranty is provided by "Builder" in connection with such remodeling work.

II. Spinell Homes, Inc., Limited Warranty Agreement

This Spinell Homes Inc. Limited Warranty Agreement (hereinafter "Agreement"), together with the approved standards (referenced in part and attached in part in Appendix A hereto and incorporated herein) define the obligations of Spinell Homes Inc. (hereinafter referred to as "Builder") to repair or replace anything covered by this agreement during the warranty period for construction defects or deficiencies. Under this Agreement, the home is covered against faulty workmanship and materials, defects in wiring, piping and duct work, electrical, plumbing and heating systems for one year. "Major structural defects," as defined hereafter, are covered for a period of 10 years.

To help define a "defect" or "faulty workmanship and materials," this Agreement relies both upon the Building Codes adopted by the State of Alaska or local jurisdiction which were in effect on the date the building permit for the subject construction was issued, and upon a set of national building standards issued by the National Association of Home Builders (NAHB) called "Residential Construction Performance Guidelines". Together with the adopted Building Codes, the NAHB Performance Guidelines constitute the Approved Standards.



Although the NAHB Performance Guidelines rest on published codes, they establish performance standards that sometimes exceed the local building codes. The purpose of Approved Standards is:

1. To state minimum performance standards for specific items.
2. To state the Builder's responsibility to correct specific defects.
3. To outline the corrective action required.

Because the Approved Standards explain what performance standards the Homeowner should expect and what the Builder's responsibilities are, it is a useful document for both the Homeowner and Builder.

The Approved Standards (Appendix A) are divided into two parts: "Part I: Codes," which references the Building Codes adopted by the State of Alaska or local governing body on the date the building permit for the subject construction was issued, and "Part II: Performance Guidelines," which are the NAHB industry practices about specific defects. If there is any conflict between these standards, the higher standard shall govern.

III. Code Standards for Structural, Mechanical-Plumbing and Electrical Systems

The structural, mechanical-plumbing and electrical standards are contained in one of several code manuals adopted by the State of Alaska or local governing body and are amended from time to time. The International Building Code, International Mechanical Code, Uniform Plumbing Code and National Electrical Code establish minimal acceptable standards for home construction within the State of Alaska. (For a listing of such Codes, see Appendix A Part I: Codes). The state or local jurisdiction regularly inspects home construction to ensure that applicable codes are adhered to during the building process.

IV. Performance Guidelines

This Agreement covers workmanship and materials for one year from the date of occupancy. The Performance Guidelines (see Appendix A, Part II) list defects that may be found in new homes and outline the extent of a Builder's responsibility for each of the defects.

These guidelines are intended to specify performance criteria for home construction and to determine the validity of Homeowner complaints related to defective workmanship and materials during the warranty period.

If a specific defect has not been listed in the Performance Guidelines, this indicates that a performance criterion or specific tolerance for such a defect has not been created.

When minimum performance guidelines of specific tolerances of construction have not been given in these Performance Guidelines, homes shall be constructed in accordance with accepted industry practice in this locality, which will assure quality of materials and workmanship. The validity of any Homeowner complaint for defects for which a Performance Guideline has been listed shall be determined based on the listed performance criteria and Corrective Measure outlined in the Performance Guidelines, which assure quality of materials and workmanship. Any conciliation or arbitration of Homeowner's complaints shall also be conducted using the Performance Guidelines and the "Corrective Measures" set forth therein to determine the validity of any complaint and the Builder's responsibility to correct alleged defects or deficiencies. Complaints of defects not addressed in the Performance Guidelines shall be resolved based on evidence of the custom and trade practice of the homebuilding industry as it exists in Anchorage, Alaska. To the extent an applicable building code section adopted in Anchorage, Alaska, provides a higher standard than either the Performance Guidelines or local customs and trade practices, it will control.

V. DEFINITIONS:

Within this Agreement, certain terms have clearly defined meanings.

These include, but are not limited to, the following:

A. Appliances, Fixtures and Equipment:

The term, "Appliances, Fixtures and Equipment" (including their fittings, attachments, controls, appurtenances) shall include, but not be limited to: Furnaces, air handling equipment, ventilating fans, water heaters and pumps, stoves, garbage disposals, compactors, dishwashers, automatic door openers, bathtubs, sinks, toilets, faucets and fittings, light switches, convenience outlets, circuit breakers, thermostats and controls.

The warranty period for appliances, fixtures and equipment (including their fittings, attachments, controls and appurtenances) is one year, or the term of the manufacturer's written warranty, whichever is less.

Builder hereby assigns to Purchaser all manufacturers' written warranties for appliances, fixtures and equipment. Purchaser is authorized and agrees to deal directly with the supplier or manufacturer regarding any problems or defects with appliances, fixtures and equipment, excepting problems or defects with furnaces, water heaters and pumps, which builder shall address during the warranty period.

B. Systems:

The term "Systems" (exclusive of appliances, fixtures and equipment as specified above) means the following:

1. Plumbing Systems – all supply, waste and vent pipes and their fittings; water service piping; and their extensions to the tie-in of a public utility connection.
2. Electrical Systems – all wiring, electrical boxes and connections up to the public utility connection.
3. Heating and Cooling Systems – all ductwork, steam and water pipes, refrigerant lines, registers, convectors and dampers.

The warranty period for systems (excluding appliances, fixtures and equipment) is one year.

C. Major Structural Defects:

"Major structural defect" as defined by this Agreement means actual damage to the load-bearing function of the home which vitally affects or is imminently likely to vitally affect the use of the home for residential purposes and not be the result of earthquake, flood, other acts of God, prolonged exposure to the elements causing deterioration, or any cause unrelated to faulty design, materials or workmanship.

1. The Load Bearing:

Load bearing, as used in this Agreement, means the load-bearing portion of the home, defined as the framing members and other structural elements that transmit the dead and live loads to the supporting ground. Examples of load-bearing elements:

- a. Roof rafters and trusses
- b. Ceiling and floor joists
- c. Structural floor systems and slabs in the living area of the home
- d. Load-bearing partitions and walls
- e. Supporting beams and headers
- f. Columns
- g. Foundation systems and footings



Examples of non-load-bearing elements:

- a. Roof shingles and sheathing
- b. Drywall and plaster
- c. Exterior siding
- d. Brick or stone veneer
- e. Subfloor and flooring materials
- f. Wall tile or other wall coverings
- g. Non-load-bearing partitions
- h. Non-structural concrete floors in attached garages, utility and laundry areas or other areas not finished by the Builder as living space
- i. Electrical, heating, cooling and plumbing systems, appliances, equipment, fixtures, paint, doors, windows, trim, cabinets, hardware and insulation.

2. "Actual Damage" in Section V.C. of this Agreement means that the defect must represent a structural failure of some part of the load-bearing system. The actual damage must affect the ability of the home to remain stable and to maintain its capacity to transmit the imposed live and dead load to the ground. It must endanger the above-referenced capacity.

3. "Vitality affects the use of the home for residential purposes" as used in Section V.C. of this Agreement means that the defect in the load-bearing portion of the home must be of such serious nature that it would potentially affect the health and safety of occupants during normal use of the home. Examples of conditions that meet the above criteria include damage to the structural capacity of the load transmission system of the home, which brings into question its ability to withstand vertical snow loads or lateral wind loads, or a condition that will cause substantial further detrimental movement of the load-bearing system. Examples of conditions which do not meet the foregoing criteria include minor damage to load bearing portions of the home which have occurred and are not likely to worsen, but do not affect the stability of the home; or damage which has affected the value of the home but is not of such serious nature that the use of the home for residential purposes has been vitally affected.

VI. Exclusions:

The following are excluded from this Agreement:

A. Defects in outbuildings (except that outbuildings which contain the plumbing, electrical, heating, or cooling systems serving the homes are covered); recreational parking and other recreational facilities; driveways, walkways; decks except to the extent that specific defects and corrective measures are listed in Appendix A Part II Section 11; privacy screens; retaining walls which are not necessary for the home's structural stability; fences; landscaping (including sodding, seeding, shrubs, trees, and other plantings) except to the extent that specific defects and corrective measures are listed in Appendix A Part II Section 12; offsite improvements; or any other improvements not a part of the home itself.

B. Damage to personal property, or damage to real property which was not part of the premises purchased with the home.

C. Any damage to the extent it is caused or made worse by:

1. Negligence, improper maintenance or improper operation by anyone other than the Builder or his employees, agents or subcontractors; or
2. Failure of anyone other than the Builder or his employees, agents, or subcontractors to comply with the warranty requirements of manufacturers of appliances, equipment or fixtures; or
3. Changes in grading of the ground by anyone other than the Builder, or his employees, agents or subcontractors.
4. Failure of Purchaser to maintain a positive grade around the perimeter of the home to ensure drainage of surface water away from the foundation.

- D. Any defect in, or caused by, materials or work (including, but not limited to, items which may be shown on any attached "Addendum to Home Warranty Agreement") supplied by anyone other than the Builder, or his employees, agents or subcontractors.
- E. Normal wear and tear or normal deterioration.
- F. Loss or damage not caused by a defect in the construction of the home by the Builder, or his employees, agents or subcontractors, but resulting from accidents or acts of God including but not limited to: fire, explosion, smoke, water escape, changes which are not reasonably foreseeable in the level of the underground water table, glass breakage, wind storm, hail, lightning, falling trees, aircraft, vehicles, flood and earthquake.
- G. Any defect caused by soil movement for which compensation is approved by legislation or which is covered by other insurance.
- H. Loss caused by pets, pests or insect damage, exclusive of members treated or designed to resist insect attack, including the foundation system. Members of the foundation system are specifically warranted for structural durability as specified herein.
- I. Any loss or damage that arises while the home is being used primarily for non-residential purposes.
- J. Any defect which does not result in actual loss or damage.
- K. Death, disability, illness or bodily injury, emotional distress, loss of consortium, loss of income and all other consequential damages allegedly caused by or contributed to by any defect or faulty workmanship or materials, whether or not the alleged defect, faulty workmanship or materials failed to meet an approved standard.
- L. Mold, mildew, fungus and any resulting damage, consequential damages, or effect proximately caused by mold, mildew or fungus including but not limited to property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, adverse health affects or any other affects.
- M. This Agreement may have an "Addendum to Spinell Homes Inc. Limited Warranty Agreement" attached hereto to indicate all items supplied by others and therefore excluded from this Agreement. (See VI.D. above). For example, work performed by the Homeowner or persons hired by the Homeowner other than the Builder for such items as interior or exterior painting, floor coverings, finishing a recreation room, grading and landscaping and other similar items, are not covered.

VII. Walk-Through and Declaration of Acceptance

A walk-through will be made before closing and a "walk-through list" prepared mutually by the Builder and the Purchaser, and signed by both parties. This walk-through list should list and describe all items that remain to be corrected. Items identified on the walk-through list will be corrected within the next 15 days. Following this, a Declaration of Acceptance (D.O.A.) will be completed and signed by the Builder and Purchaser, declaring the acceptance of the home by the Purchaser and describing any items left to be corrected within a reasonable time. All other items for which warranty work is requested must be submitted in writing to the Builder as described herein.

VIII. Homeowner Responsibility:

New homes require an active Homeowner maintenance effort to reduce the likelihood of damage due to neglect, improper maintenance, or abnormal use. One of the more typical



problems encountered by new homeowners is water damage to exterior walls and basements. Damage of this sort may be caused by the location and type of Homeowner or Homeowner's Association-installed trees and shrubbery or the build-up of snow and ice, causing water damming, resulting in the failure or need of the Homeowner to maintain the proper drainage away from the house.

It is the responsibility of the Homeowner to maintain, in this instance, a proper grade around the home that will ensure the continued movement of water away from the house. Excessive entrance of water around the foundation can cause soil movement and serious damage. Such damage caused by the Homeowner or Homeowner's association changing the grade, not properly maintaining it, or cultivating and landscaping areas near the foundation, which results in excessive water entrance, is excluded from this agreement under Section VI.C. hereof.

It is the responsibility of the Homeowner to take positive steps to reduce or eliminate the occurrence of mold, mildew or fungus growth in the home, and thereby minimize possible adverse effects that may be caused by mold, mildew or fungus. These steps include the following:

- Do not bring items with mold, mildew or fungus into the home. Before bringing items into the home, check for signs of mold. Potted plants (roots and soil), furnishings, or stored clothing and bedding material, as well as many other household goods, could readily contain mold growth.
- Regularly vacuuming and cleaning will help reduce mold levels. Mild bleach solutions and most tile cleaners are effective in eliminating or preventing mold.
- Keeping the humidity in the home low. Venting clothes dryers to the outdoors. Ventilating kitchens and bathrooms by opening windows and using exhaust fans, or by running the air conditioning (if provided) to remove excess moisture in the air, and to facilitate evaporation of water from wet surfaces. If you have a humidifier, correctly adjust it for temperature changes (see operation manual).
- Promptly clean up spills, condensation and other sources of moisture. Thoroughly dry any wet surfaces or material. Do not let water pool or stand in your home. Promptly replace any materials that cannot be thoroughly dried, such as drywall or insulation.
- Inspect for leaks regularly. Look for discolorations or wet spots. Repair any leaks promptly.
- Inspect condensation pans (refrigerators and air conditioners) for mold growth. Take notice of musty odors and any visible signs of mold.
- Should mold develop, thoroughly clean the affected area with a mild solution of bleach. First test to see if the affected material or surface is color-safe. Porous material such as fabric, upholstery or carpet should be discarded. Should the mold growth be severe, call on the services of a qualified professional cleaner.
- Various regional areas of the country have local maintenance problems. Homeowners are encouraged to discuss specific maintenance responsibilities with the builder.

NOTE: This agreement may be rendered null and void by homeowner negligence, improper maintenance and/or operation.

IX. Service Procedures:

A. Routine Service:

Except for items noted on the walk-through list, all other requests for warranty work should be made with a letter to the address given for the Builder at the end of this agreement. Written notice must be received by the Builder within two weeks of the expiration of the applicable warranty period. It is the Homeowner's

responsibility to arrange for a service representative of the Builder to have access to the home during normal working hours, Monday through Friday, 8:30 a.m. to 5 p.m. Not later than ten days after receipt of written notice of a defect, the Builder will cause the problem to be investigated and will promptly advise the Homeowner of the corrective measure which is the Builder's responsibility. If the Builder and Homeowner agree, the company shall discharge its warranty obligation by promptly undertaking and completing the agreed corrective measure.

B. Emergency Service:

Water, sewer and heat supply may require emergency service. In an emergency, please contact the Builder or, if known, the applicable subcontractor by phone. If after hours, the applicable subcontractor may have made provisions for emergency service. If the Builder or subcontractor cannot be reached, it is recommended that the owner call an available contractor to correct the emergency only and notify the Builder the next working day for further instructions. In the event the corrective measure requested is not covered under this Agreement, the Homeowner must pay the responding contractor.

C. Warranty Claim Dispute:

Should the Homeowner and the Builder be unable to agree to Builder's responsibility under this Agreement, for any alleged defect or deficiency, or disagree as to the meaning, interpretation, and/or enforcement of this Agreement, the parties may, by mutual agreement, submit the dispute to informal but binding arbitration before an agreed person or group such as the Better Business Bureau or other similar service. If the Homeowner and Builder cannot agree to such an informal resolution of any warranty claim dispute, then the same shall be formally submitted for mandatory arbitration under the Construction Industry Arbitration Rules of the American Arbitration Association. Either the Homeowner or the Builder may enforce this mandatory arbitration provision under AS 9.43.300 et seq.

Before any demand for arbitration by Homeowner, Homeowner shall provide to Builder the Notice of Claim in the manner required under AS 09.45.881, and the Builder and Homeowner shall follow the procedures outlined in AS 09.45.881-899, the full text of which is attached as Appendix B.

Alaska law at AS 09.45.881-09.45.899 contains important requirements that you must follow before you may demand arbitration or file a court action to compel arbitration for defective design, construction or remodeling against the builder of our home. Within one year of the discovery of a design, construction or remodeling defect, before you demand arbitration or file a court action to compel arbitration, you must deliver to the builder a written notice of any design, construction, or remodeling conditions you allege are defective in order to provide your Builder with the opportunity to make an offer to repair or pay for the defects. You are not obligated to accept any offer made by the Builder, there are strict deadlines and procedures under state law, and failure to follow them may affect your right to demand arbitration or file a court action to compel arbitration.

X. Severability:

Should any provision of this Agreement be deemed by a court of competent jurisdiction to be unenforceable, that determination will not affect the enforceability of the remaining provisions. This Agreement is to be construed in accordance with the laws of the State of Alaska.

XI. Transferability:

The warranty obligations of this Agreement extend only to the first Purchaser to occupy



the new home and to that Homeowner's family, but the Waiver of Implied Warranty and Relinquishment of Claims extends to the heirs, successors, assigns, grantees, guests and invitees.

XII. Purchase Contract Independent:

This Agreement is independent of the purchase contract between the Builder and the Homeowner for the construction of the home and its sale to Homeowners. Contract disputes which are not warranty disputes shall not be governed by the provisions of this Agreement. Nothing contained in that purchase contract or any other contract between the Homeowner and the Builder will restrict or override the provisions of this Agreement.

XIII. Consideration/Waiver of Warranties Implied by Law and Relinquishment of Claims:

In consideration of this express new construction limited warranty agreement, the Homeowner hereby waives, to the maximum extent permitted by law, any and all other warranties, whether express or implied by contract or law, including but not limited to the warranty of habitability, the warranty of workmanlike construction, the warranty or fitness for a particular purpose, the warranty of merchantability and further agrees that the same are superseded by the terms of this warranty agreement. Homeowner further agrees to waive and relinquish any and all claims against builder for consequential damages, personal injury or death allegedly arising out of the workmanship and materials provided by Builder and/or defects and/or deficiencies caused by Builder.

XIV. Home Warranted:

This Spinell Homes Inc. Limited Warranty applies to the home located at the following legal description to wit: _____ The commencement date of this Warranty is the _____ day of _____, 20____.

The 11th-month warranty service should be requested by the day of _____, 20____.

XV. Acceptance of Home at Closing:

Purchaser has made a complete and thorough inspection of the new home and agrees that the home meets with purchaser's approval as of the commencement date of this warranty, except as listed here or on the Declaration of Acceptance signed previously.

Builder shall complete repairs or adjustments of interior items (if any) as soon as practical, but not later than 30 days after the D.O.A. Items left incomplete due to lack of access to home shall be completed as soon as practical; Builder shall complete repairs or adjustments of exterior items listed (if any) not later than July 15, 20_____, or as soon as weather and ground frost conditions permit, whichever is sooner.

XVI. Acceptance of Warranty:

Homeowners acknowledge that they have read, understand and accept this SPINELL HOMES LIMITED WARRANTY AGREEMENT, including specifically its WAIVER OF IMPLIED WARRANTIES AND RELINQUISHMENT OF CLAIMS.

APPENDIX "A" APPROVED STANDARDS

APPENDIX "B" AS 09.45.881 - 09.45.899

APPENDIX "A"

PART II - NAHB RESIDENTIAL CONSTRUCTION PERFORMANCE GUIDELINES

1. Site Work

1-1. Observation: The ground has settled around the foundation, over utility trenches or in other areas.

Performance Guideline: Settling of ground around foundation walls, over utility trenches, or in other filled areas shall not interfere with water drainage away from the home.

Corrective Measure: If the contractor has provided final grading, upon request by the owner, the contractor will fill settled areas affecting proper drainage in excess of 6 inches, one time only during the warranty period. The owner will be responsible for the removal and replacement of shrubs and other landscaping affected by the placement of such fill.

1-2. Observation: The site does not drain properly.

Performance Guideline: The necessary grades and swales shall have been established by the contractor to ensure proper drainage away from the home. Standing or ponding water shall not remain for extended periods in the immediate area of the house after a rain (generally no more than 24 hours), except in swales that drain other areas or in areas where sump pumps discharge. In these areas, a longer period can be anticipated (generally no more than 48 hours). The possibility of standing water after an unusually heavy rainfall should be anticipated by the owner. No grading determination shall be made while frost or snow is on the ground or while the ground is saturated.

Corrective Measure: The contractor is responsible only for initially establishing the proper grades and swales. The owner is responsible for maintaining such grades and swales once they have been properly established by the contractor.

1-3. Observation: The site has soil erosion.

Performance Guideline: Contractor is not responsible for soil erosion due to acts of God, or other conditions beyond the contractor's control.

Corrective Measure: No action required.

2. Foundation

2-1. Observation: The foundation is out of square.

Performance Guideline: As measured at the top of the foundation wall, the diagonal of a triangle with sides of 12 feet and 16 feet shall be no more than 1 inch more or less than 20 feet, unless the owner or contractor agree to intentionally build an addition to an existing structure out of square to match or compensate for inaccuracies in the existing structure.

Corrective Measure: The contractor will make necessary modifications to any foundation not complying with the performance guidelines for squareness to provide a satisfactory appearance. The contractor may square the first floor deck by cantilevering over the foundation where out of square.



Discussion: Squareness is primarily an aesthetic consideration. Regularly repeated geometric patterns in floor and ceiling coverings show a gradually increasing or decreasing pattern along an out-of-square wall. The guideline tolerance of plus or minus 1 inch in the diagonal allows a maximum increasing or decreasing portion of about 3/8 inch in a 12-foot wall of a 12x16 foot room. However, a contractor and client may agree to build an addition out of square in order to keep a new exterior wall on line with an existing wall of an out-of-square house. The corrective measure emphasizes the primarily aesthetic nature of squareness and makes the criteria for correction "a satisfactory appearance." This criteria allows the contractor to make either a structural change, if the defect is discovered in time, or some cosmetic change to hide the defect, if the construction is in the finishing stages when the defect is discovered.

2-2. Observation: The foundation is out of level.

Performance Guideline: As measured at the top of the foundation wall, no point shall be more than one-half inch higher or lower than any point within 20 feet, unless the owner and contractor agree to intentionally build an addition to an existing structure out of level to match or compensate for inaccuracies in the existing structure.

Corrective Measure: The contractor will make necessary modifications to any foundation not complying with the performance guidelines for levelness to comply with the performance guidelines. This can be affected by leveling the sills with shims, mortar or appropriate fillers.

Discussion: Levelness is both an aesthetic and functional consideration. Out-of-level floors can cause "stair stepping" of 4x8-foot sheathing, siding, paneling and cabinets, and square walls must be "racked" into parallelograms when plumbing is installed. Liquids can run off countertops, and, in extreme cases, people will perceive that they are walking uphill or downhill. The contractor and the owner may agree to build an addition out of level to keep the floor of an addition on the same plane, and the roof ridge on the same line, as those of an existing, out-of-level structure.

2-3. Observation: Efflorescence is present on the surface of the basement floor.

Performance Guideline: This is a normal condition.

Corrective Measure: None.

2-4. Observation: Crack in concrete footing.

Performance Guideline: Cracks greater than one-quarter inch in width are considered excessive.

Corrective Measure: The contractor shall repair any cracks in excess of the performance guideline.

Concrete Slab

2-5. Observation: The concrete slab within the structure has separated or moved at the expansion and contraction joints.

Performance Guideline: Concrete slabs within the structure are designed to move at expansion and contraction joints.

Corrective Measure: None.

2-6. Observation: The concrete floor or slab is uneven.

Performance Guideline: Except for basement floors or where a floor or portion of a floor has been designed for specific drainage purposes, concrete floors in rooms designed for habitability shall not have pits, depressions, or areas of unevenness exceeding 3/8 inch in 32 inches.

Corrective Measure: The contractor will correct or repair the floor to meet the performance guideline.

Discussion: Proper repair can be affected by thoroughly cleaning, filling, and troweling the surface using a latex-fortified cement mixture or other materials designed to fill cracks and bond concrete.

2-7. Observation: The concrete floor slab is cracked.

Performance Guideline: Minor cracks in concrete basement floors are normal. Cracks exceeding 3/16 inch in width or 3/16 inch in vertical displacement shall be repaired if the slab is in a conditioned space.

Corrective Measure: The contractor will repair cracks that do not meet the performance guideline.

Discussion: Proper repair can be affected by thoroughly cleaning, filling and troweling the surface using a latex-fortified cement mixture or other materials designed to fill cracks and bond concrete.

2-8. Observation: Interior concrete work is pitting, scaling or spalling.

Performance Guideline: Interior concrete surfaces shall not disintegrate. Aggregate pops are normal; minor scaling is not controllable at all. Exterior surfaces may not be warranted.

Corrective Measure: The contractor will take whatever corrective measures are necessary to repair or replace defective concrete surfaces. The contractor is not responsible for deterioration caused by salt, chemicals, mechanical implements, or other factors beyond the contractor's control.

Basement Wall Concrete Block

2-9. Observation: Concrete block basement wall is cracked.

Performance Guideline: Cracks in concrete block basement walls shall not exceed 1/4 inch in width.

Corrective Measure: The contractor will repair cracks to meet the performance guideline.

Discussion: Proper repair can be affected by thoroughly cleaning, filling, and troweling the surface using a latex-fortified cement mixture or other materials designed to fill cracks and bond concrete.

2-10. Observation: Concrete block basement wall is out of plumb.

Performance Guideline: Block concrete walls shall not be out of plumb greater than 1-1/2 inches in 8 feet when measured from the base to the top of the wall.

Corrective Measure: The contractor shall repair any deficiencies in excess of the performance guideline. If the wall is to remain unfinished per contract, and the wall meets building codes as evidenced by passed inspections, then no corrective action is required.

2-11. Observation: Concrete block basement wall is bowed.

Performance Guideline: Block concrete walls shall not bow in excess of 1 inch in 8 feet when measured from the base to the top of the wall.

Corrective Measure: The contractor shall repair any deficiencies in excess of the performance guideline. If the wall is to remain unfinished per contract, and the wall meets building codes as evidenced by passed inspections, then no corrective action is required.

Basement Wall Poured Concrete



2-12. Observation: Exposed concrete wall has holes in it.

Performance Guideline: Holes larger than 1 inch in diameter or 1 inch in depth are unacceptable.

Corrective Measure: The contractor will repair holes that do not meet the performance guideline.

Discussion: Proper repair can be affected by thoroughly filling the hole. The repaired area will not match the color of the surrounding concrete.

2-13. Observation: The poured concrete basement wall is out of plumb.

Performance Guideline: Concrete walls shall not be out of plumb greater than 1-1/2 inches in 8 feet when measured from the base to the top of the wall.

Corrective Measure: The contractor shall repair any deficiencies in excess of the performance guideline. If the wall is to remain unfinished per contract, and the wall meets building codes as evidenced by passed inspections, then no corrective action is required.

2-14. Observation: The poured concrete basement wall is bowed.

Performance Guideline: Concrete walls shall not bow in excess of 1 inch in 8 feet when measured from the base to the top of the wall.

Corrective Measure: The contractor shall repair any deficiencies in excess of the performance guideline. If the wall is to remain unfinished per contract, and the wall meets building codes as evidenced by passed inspections, then no corrective action is required.

2-15. Observation: The basement wall is cracked (horizontal or vertical separation).

Performance Guideline: Cracks in basement walls shall not allow exterior water to leak into the basement.

Corrective Measure: The contractor will repair cracks that do not meet the performance guideline when leaks are present.

Discussion: Shrinkage cracks are not unusual and are inherent in the drying process. They should be expected in the basement walls due to the nature of masonry blocks and concrete. Cracks may be vertical, diagonal, horizontal or stepped in masonry joints. The only cracks considered under warranty claims are cracks that permit water penetration or horizontal cracks that cause a bow in the wall.

Basement Floor and Walls - Moisture and Leaks

2-16. Observation: Dampness is evident on the basement wall or floor.

Performance Guideline: Dampness caused by wicking through the basement walls or floor and condensation of water vapor on cool walls and floor are not the responsibility of the contractor.

Corrective Measure: None. Dampness prevention is the responsibility of the owner.

Discussion: The owner's failure to maintain a proper grade away from the house can contribute to dampness. Condensation also contributes to dampness.

2-17. Observation: The basement leaks.

Performance Guideline: Leaks resulting in actual trickling of water shall be repaired. Leaks caused by landscaping improperly installed by the owner, or by the failure of the owner to maintain proper grades, are not the contractor's responsibility. Walls and floors of new construction may become damp as concrete, mortar, and other materials dry, and dampness alone is not considered a deficiency.

Corrective Measure: The contractor will take such action as necessary to correct basement leaks, except where the cause is determined to result from the owner's actions or negligence.

Crawl Space

2-18. Observation: Flowing or trickling water appears on interior crawl space surfaces.

Performance Guideline: Crawl spaces should be graded and drained properly to prevent water from accumulating deeper than 3/4 inch and larger than 36 inches in diameter in the crawl space area.

Corrective Measure: The contractor will take the necessary corrective measures to create positive flow within the crawl space to discharge to the exterior of the structure.

2-19. Observation: Condensation is evident on the walls, earth or floor insulation in the crawl space.

Performance Guideline: Condensation in the crawl space shall not result from a lack of adequate ventilation as required by code. Condensation resulting from other causes is not the responsibility of the contractor.

Corrective Measure: The contractor will ensure that ventilation meets the appropriate code requirements. Further reduction of condensation is an owner's maintenance responsibility.

Discussion: Temporary conditions may cause condensation that cannot be eliminated by ventilation and a vapor barrier because: Night air gradually cools the interior surfaces of the crawl space. In the morning, moisture picked up by sun-warmed air is carried into the crawl space and condenses on cool surfaces. At night, outside air may rapidly cool foundation walls and provide a cool surface on which moisture may condense. If the house is left unheated in the winter, the floors and walls may provide cold surfaces on which moisture in the warmer crawl space air may condense. Excessive moisture inside a heated house may hit the dew point within or on the colder bottom surface of vapor-permeable floor insulation. The condensation can be reduced by placing a vapor barrier between the insulation and the floor sheathing. If condensation must be entirely eliminated, the owner can do so by sealing and dehumidifying or heating the crawl space.

Columns

2-20. Observation: The wood column is bowed or out of plumb.

Performance Guideline: Wood columns shall not bow in excess of 1/2 inch in 8 feet or be out of plumb in excess of 1/8 inch in 12 inches when measured from the base to the top of the column, not to exceed 3/4 inch in 8 feet.

Corrective Measure: The contractor shall repair any deficiencies in excess of the performance guideline.

2-21. Observation: Concrete column is installed bowed or out of plumb.

Performance Guideline: Concrete columns shall not be installed with a bow in excess of 1 inch in 8 feet. They should not be installed out of plumb in excess of 1/4 inch in 12 inches when measured from the base to the top of the column, not to exceed 1-1/2 inches in 8 feet.

Corrective Measure: The contractor shall repair any deficiencies in excess of the performance guideline.

2-22. Observation: Masonry column is out of plumb.

Performance Guideline: Masonry should not be out of plumb in excess of 1/4 inch in 12 inches when measured from the base to the top of the column, not to exceed 1-1/2 inches in 8 feet.



Corrective Measure: The contractor shall repair any deficiencies in excess of the performance guideline.

2-23. Observation: Steel column is out of plumb.

Performance Guideline: Steel columns shall not be out of plumb in excess of 1/8 inch in 12 inches when measured from the base to the top of the column.

Corrective Measure: The contractor shall repair any deficiencies in excess of the performance guideline.

3. Wood Floor Framing

Beams

3-1. Observation: Springiness, bounce, shaking, or visible sag is observed in the floor or roof.

Performance Guideline: All beams, joists, rafters, headers, and other structural members shall be sized and fasteners spaced according to the National Forest Products Association span tables, or local building codes.

Corrective Measure: The contractor will reinforce or modify, as necessary, any floor, wall, ceiling or roof not meeting the performance guideline.

Discussion: Deflection may indicate insufficient stiffness in the lumber, or may reflect an aesthetic consideration independent of the strength and safety requirements of the lumber. Joists and rafters are required to meet standards for both stiffness and strength. The span tables allow, under full design loading, a maximum deflection equal to 1/360 of the span for floor and ceiling joists (3/8 inch in 12 feet), 1/240 for rafters up to 3/12 in pitch (1/2 inch in 12 feet), and 1/180 for rafters over 3/12 in pitch (3/4 inch in 12 feet). Individual clients may not be satisfied with the deflection limits built into the tables. When a customer's preference is made known before construction, a higher standard may be agreed upon by the contractor and the owner.

3-2. Observation: Wood beam or post is split.

Performance Guideline: Beams and posts, especially those 2-1/2 inches or greater in thickness (which normally are not kiln dried), will sometimes split as they dry subsequent to construction. Such splitting is usually not a structural concern if posts and beams have been sized according to the National Forest and Paper Association span tables. Unfilled splits exceeding 1/4 inch in width and all splits exceeding 3/8 inch in width are unacceptable.

Corrective Measure: The contractor will repair or replace any beam or post with a defect that does not meet the guidelines. Filling splits is acceptable for widths up to 3/8 inch.

Discussion: Some characteristics of drying wood are beyond the control of the contractor and cannot be prevented. Compensation is made in span tables for the probable reduction in strength resulting from splitting caused by drying. Therefore, splitting is primarily an aesthetic concern rather than a structural problem. Checks and splits that occur during the drying of lumber have the effect of reducing the area in the plane of shear resistance. Consequently, laboratory data developed for shear parallel to grain are reduced substantially for design purposes to accommodate the probability of the occurrence.

3-3. Observation: Wood beam or post is twisted or bowed.

Performance Guideline: Beams and posts, especially those 3-1/2 inches or greater in thickness (which normally are not kiln dried), will sometimes twist or bow as they dry subsequent to construction. Twisting or bowing are usually not a structural concern if posts and beams have been sized according to the National Forest and Paper Association span tables. Bows and twists exceeding 3/4 inch in an 8-foot section are unacceptable.

Corrective Measure: The contractor will repair or replace any beam or post with a defect that exceeds the guideline.

3-4. Observation: Wood beam or post is cupped.

Performance Guideline: Beams and posts, especially those 3-1/2 inches or greater in thickness (which normally are not kiln dried), will sometimes cup as they dry subsequent to construction. Cupping is usually not a structural concern if posts and beams have been sized according to the National Forest and Paper Association span tables. Cups exceeding 1/4 inch in 5-1/2 inches are unacceptable.

Corrective Measure: The contractor will repair or replace any beam or post with a defect that does not meet the guidelines.

Plywood and Joists

3-5. Observation: Floor squeaks or the subfloor appears loose.

Performance Guideline: Squeaks caused by a loose subfloor are unacceptable, but totally squeak-proof floors cannot be guaranteed.

Corrective Measure: The contractor will refasten any loose subfloor or take other corrective action to eliminate squeaking to the extent possible within reasonable repair capability without removing floor and ceiling finishes.

Discussion: Floor squeaks may occur when a subfloor that has come loose from the joists is deflected by the weight of a person and rubs against the nails that hold it in place. The subfloor or joists may be bowed, and the nails also may be expelled from the wood during drying. Movement may occur between the joist and bridging or other floor members when one joist is deflected while the other members remain stationary. Gluing the subfloor is an acceptable method of code compliance in certain jurisdictions. Renailing floor joists with ring-shank nails will also substantially reduce severe floor squeaks. Because the performance guideline requires the contractor to make a reasonable attempt to eliminate squeaks without requiring removal of floor and ceiling finishes, nailing loose subflooring with casing nails into the carpet surface and countersinking the head is an acceptable practice.

3-6. Observation: Wood floor is uneven.

Performance Guideline: Floors shall not have more than a 1/4 inch ridge or depression within any 32-inch measurement. Allowable floor and ceiling joist deflections are governed by the local approved building codes.

Corrective Measure: The contractor will correct or repair to meet the performance guideline.

3-7. Observation: Wood floor is out of square.

Performance Guideline: The diagonal of a triangle with sides of 12 feet and 16 feet along the edges of the floor shall be no more than 1/2 inch more nor less than 20 feet. For remodeling projects, the owner and the contractor may agree to build a wood floor out of square to match or otherwise compensate for pre-existing conditions. Corrective Measure: The contractor will make necessary modifications to any floor not complying with the performance guideline for squareness.

Discussion: Squareness is primarily an aesthetic consideration. Regularly repeated geometric patterns in floor and ceiling coverings show a gradually increasing or decreasing pattern along an out-of-square wall. The guideline tolerance of plus or minus 1/2 inch in the diagonal allows a maximum increasing or decreasing portion of about 3/8 inch in a 12-foot wall of a 12 x 16-foot room. However, a contractor and client may agree to build an addition out of square to keep a new exterior wall in line with an existing wall of an out-of-square house.



3-8. Observation: Wood floor is out of level.

Performance Guideline: No point on the surface of a wood floor shall be more than 1/2 inch higher or lower than any other point on the surface within 20 feet, or proportional multiples of the preceding dimensions. For remodeling projects, the owner and the contractor may agree to build a wood floor out of level to match or otherwise compensate for pre-existing conditions.

Corrective Measure: The contractor will make the necessary modifications to any floor not complying with the performance guideline for levelness. Allowances should be allowed for shrinkage, cantilevers, and concentrated loads.

Discussion: Levelness is both an aesthetic and functional consideration. Out-of-level floors can cause "stair stepping" of 4 x 8 foot sheathing, siding, paneling and cabinets, and square walls must be "racked" into parallelograms when plumbing is installed. Liquids can run off countertops, and, in extreme cases, people will perceive that they are walking uphill or downhill. The contractor and the owner may agree to build an addition out of level to keep the floor of an addition on the same plane, and the roof on the same line, as those of an existing, out-of-level structure.

3-9. Observation: Excessive deflection observed in the floor or roof constructed of wood I-joists.

Performance Guideline: All beams, joists, rafters, headers, and other structural members constructed of wood I-joists shall be sized, and fasteners spaced, according to the manufacturer's specifications for size, length and spacing.

Corrective Measure: The contractor will reinforce or modify, as necessary, any floor, wall, ceiling, or roof not meeting the performance guideline.

Discussion: Deflection may indicate an aesthetic consideration independent of the strength and safety requirements of the lumber. When a customer's preference is made known before construction, a higher standard may be agreed upon in writing by the contractor and the owner.

Remodeling Projects Only

3-10. Observation: Wood flooring is unlevel at the transition from the existing floor to the room addition floor.

Performance Guideline: Flooring at the transition area shall not slope more than 1/8 inch over 6 inches unless a threshold is added. Overall step down, unless previously agreed upon with the contractor, shall not exceed 1-1/8 inches. Variations caused by seasonal changes are not a defect.

Corrective Measure: The contractor will add threshold or transition material, or pull up the flooring and reduce the high spot, or if possible, shim under new framing to bring the floor within guidelines.

Discussion: All floor joists shrink both seasonally and when aging. After installation, 2 x 12's can shrink up to 1/2 inch. If the flooring, subfloor, or underlayment was not purposely overlapped onto the existing floor, such a gap is not a defect but a natural result of the aging process of wood. The drier the house, the more the shrinkage. Floors will slope along the floor joist span, which, according to some codes, can sag up to 1/2 inch over 15-foot spans when under load and more in older homes due to sag plus loading. This will cause a hump at the juncture of the old to new. Also, if old and new flooring joists meet perpendicularly to each other, the first new floor joist running parallel to the old outside wall can fall that 1/2 inch out to the first parallel joist (14-1/2 inches into the new floor). If the addition also has parallel joists, the hump can appear as a 1-inch gap at the end of a yardstick when held centered at the old house line.

4. Walls

Structural

4-1. Observation: Wood wood-framed wall is out of plumb.

Performance Guideline: Wood-framed walls shall not be more than 3/8 inch out of plumb for any 32 inches in any vertical measurement.

Corrective Measure: The contractor will repair to meet the performance guideline.

4-2. Observation: The wall is bowed.

Performance Guideline: All interior and exterior walls have slight variances in their finished surface. Walls shall not bow more than 1/2 inch out of line within any 32-inch horizontal measurement, or 1/2 inch within any 8-foot vertical measurement.

Corrective Measure: The contractor will repair to meet the performance guideline.

4-3. Observation: The exterior wall leaks because of inadequate caulking.

Performance Guideline: Joints and cracks in exterior wall surfaces and around openings shall be properly caulked to prevent the entry of water.

Corrective Measure: The contractor will repair or caulk joints and cracks in exterior wall surfaces, as required to correct deficiencies, one time only during the warranty period. Even when properly installed, caulking will shrink and must be maintained by the owner.

Insulation

4-4. Observation: Insulation is insufficient.

Performance Guideline: The contractor shall install insulation according to the R-Values designated in the contract documents.

Corrective Measure: The contractor will install insulation to meet the performance guideline.

Discussion: Proper installation shall include correct placement behind electrical boxes, backing studs, corner framing and wiring.

Windows

4-5. Observation: Windows are difficult to open or close.

Performance Guideline: Windows should require no greater operating force than that described in the manufacturer's specifications.

Corrective Measure: The contractor will correct or repair as required to meet the performance guideline.

4-6. Observation: Window glass is broken and/or the screen is damaged.

Performance Guideline: None.

Corrective Measure: Broken glass or screens reported to the contractor before closing will be replaced. Broken glass or screens not reported to the contractor before acceptance of the job are the owner's responsibility.



4-7. Observation: Scratches appear on the surface of glass and mirror.

Performance Guideline: Glass or mirror surfaces shall not have scratches visible from 10 feet under normal lighting conditions.

Corrective Measure: The contractor shall replace any scratched glass or mirror surface if noted at or before the acceptance of the project.

4-8. Observation: During rain, water appears on the interior corner of the glazed window unit.

Performance Guideline: Water leakage from improper installation is unacceptable.

Corrective Measure: The contractor shall repair any deficiencies attributable to improper installation.

Discussion: Leakage at the glazing interface is covered under the manufacturer's warranty.

Exterior Doors

4-9. Observation: Exterior door is warped.

Performance Guideline: Exterior doors shall not warp to the extent that they become inoperable, cease to be weather-resistant, or exceed National Wood Window and Door Association Standards of 1/4 inch measured diagonally from corner to corner.

Corrective Measure: The contractor will correct or replace exterior doors that do not meet the performance guideline.

Discussion: Exterior doors will warp to some degree because of the difference in the temperature between inside and outside surfaces. Warping may also be caused by improper or incomplete finishing of the door including sides, top, and bottom. The contractor is not responsible for warpage if painting of doors is not within the contractor's scope of work.

4-10. Observation: Raw wood shows at the edges of the inset panel on the exterior door.

Performance Guideline: Wooden panels will shrink and expand because of temperature and/or humidity changes, and may expose unpainted surfaces. This does not constitute a defect.

Corrective Measure: None.

4-11. Observation: Door panel is split.

Performance Guideline: Split panels shall not allow light to be visible through the door.

Corrective Measure: The contractor will repair, paint, or stain the split panel that does not meet the performance guideline once during the warranty period.

4-12. Observation: Exterior door sticks.

Performance Guideline: Exterior doors shall operate smoothly, except that wooden exterior doors may stick during occasional periods of high humidity.

Corrective Measure: The contractor will adjust or replace the door to meet the performance guideline.

Discussion: Exterior doors will warp to some degree because of the difference in the temperature between inside and outside surfaces. Warping may also be caused by improper or incomplete finishing of the door

including sides, top, and bottom. The contractor is not responsible for warpage if painting of doors is not within the contractor's scope of work.

4-13. Observation: Exterior door will not shut completely.

Performance Guideline: Exterior doors shall shut completely.

Corrective Measure: The contractor will adjust or replace the door to meet the performance guideline.

Discussion: Exterior doors will warp to some degree because of the difference in the temperature between inside and outside surfaces. Warping may also be caused by improper or incomplete finishing of the door including sides, top, and bottom. The contractor is not responsible for warpage if painting of doors is not within the contractor's scope of work.

4-14. Observation: Plastic molding behind storm doors melts from exposure to sunlight.

Performance Guideline: The plastic moldings behind the storm doors should not melt if the storm panel is removed and reinstalled by the owner during normal maintenance operations.

Corrective Measure: None.

Discussion: Plastic moldings may melt if the prime door is covered by a storm door panel during a warm season, or if it faces the sun. This is not a defect of the door, but a problem caused by the addition of the storm panels. The owner is also cautioned to follow the manufacturer's recommendations on painting on the moldings with a dark color, with or without the use of a storm panel. Dark color molding is likely to sag and should be avoided.

4-15. Observation: The door swings open or closed by the force of gravity.

Performance Guideline: Exterior doors shall not swing open or closed by the force of gravity alone. For remodeling projects, this guideline does not apply where a new door is installed in an existing wall that is out of plumb.

Corrective Measure: The contractor will adjust the door to prevent it from swinging open or closed by the force of gravity.

4-16. Observation: Gaps are visible around the exterior door edge, door jamb, and threshold.

Performance Guideline: Gaps shall not vary greater than 3/16 inch.

Corrective Measure: The contractor will repair the existing unit to meet performance guidelines.

4-17. Observation: Exterior door hardware or kickplate has tarnished.

Performance Guideline: Finishes on door hardware installed by the contractor are covered by the manufacturer's warranty.

Corrective Measure: None. The owner is to contact the manufacturer.

4-18. Observation: Sliding patio door or screen will not stay on track.

Performance Guideline: Sliding patio doors and screens shall slide properly on their tracks at the time the job is accepted. The cleaning and maintenance necessary to preserve



proper operation are the owner's responsibility.

Corrective Measure: The contractor shall repair once during the warranty period.

Discussion: Proper operation should be verified by the owner and the contractor at the time the job is accepted.

4-19. Observation: Sliding patio door does not roll smoothly.

Performance Guideline: Sliding patio doors shall roll smoothly at the time the job is accepted. The cleaning and maintenance necessary to preserve proper operation are the owner's responsibility.

Corrective Measure: The contractor shall repair once during the warranty period.

Discussion: Proper operation should be verified by the owner and the contractor at the time the job is accepted.

Exterior Finish

Wood and Hardboard Lap Siding

4-20. Observation: Siding is bowed.

Performance Guideline: Bows exceeding 1/2 inch in 32 inches are unacceptable.

Corrective Measure: The contractor will replace any wood lap siding with bows that do not meet the performance guideline, and finish replacement siding to match the existing siding as closely as practical.

Discussion: If the siding is held by nails into studs, expansion caused by increasing relative humidity may cause bulges or waves. Even with proper installation, siding will tend to bow inward and outward in adjacent stud spaces.

4-21. Observation: Siding end gap is visible.

Performance Guideline: End gaps wider than 3/16 inch are unacceptable.

Corrective Measure: The contractor will repair end gaps that do not meet the performance guideline.

Discussion: Proper repair can be affected by providing joint covers or by caulking the gap. This is important if the gaps were intentionally made for expansion joints. If the siding is painted, the contractor will paint the new caulking to match the existing as close as possible.

4-22. Observation: Siding is not installed on a straight line.

Performance Guideline: Any piece of lap siding more than 1/2 inch off parallel in 20 feet with contiguous courses is unacceptable, unless the owner and the contractor have previously agreed to disregard the performance guideline to match a pre-existing structural condition.

Corrective Measure: The contractor will reinstall siding to meet the performance guideline for straightness and replace any siding damaged during removal with new siding.

Discussion: For remodeling projects, if the contractor and the owner have agreed that the floor of an addition is to be on a different plane from an existing floor (e.g., out of level), the siding on the addition may not be parallel and in line with the existing siding.

4-23. Observation: Face nails are excessively countersunk into the hardboard surface.

Performance Guideline: Siding nails should not be countersunk to expose the visible fiber of hardboard siding.

Corrective Measure: The contractor shall repair as necessary to meet performance guidelines.

Discussion: If the visible fiber of hardboard siding is exposed, paint the surface to coat the fiber; if nail is countersunk 1/16 to 1/8 inch, caulk and touch-up paint; if countersunk in excess of 1/8 inch, caulk and add an additional nail flush to the surface.

Tongue and Groove Wood Siding

4-24. Observation: Siding is buckled.

Performance Guideline: Siding that projects more than 3/16 inch from the face of adjacent siding is unacceptable.

Corrective Measure: The contractor will repair or replace any siding not meeting the performance guideline.

Discussion: Buckling is caused by increasing relative humidity, which causes the siding to expand. It can be prevented by leaving space between the tongues and grooves for siding to expand, and by leaving the siding outside for a few days to allow it to adjust to the ambient humidity prior to installation.

4-25. Observation: Nail has stained siding.

Performance Guideline: Stains exceeding more than 1/2 inch from the nail and readily visible from a distance of more than 20 feet are unacceptable. This performance guideline does not apply if "natural weathering" or semi-transparent stain is specified for the job.

Corrective Measure: The contractor can choose either to remove stains that do not meet the performance guideline or to touch-up, paint, or stain the affected area.

Discussion: Stains may be from oxidation of nails or leaching of extractives from the wood. Use of galvanized nails (even double hot-dipped) will not necessarily prevent staining. Clear water-repellant sealer applied immediately after installation of siding will retard leaching and rusting.

Wood Shake Siding

4-26. Observation: Cedar shakes or shingles have "bled" through paint or stain applied by the contractor.

Performance Guideline: Resins and extractives bleeding through paint or stain, or blackening of shakes or shingles is unacceptable. This performance guideline does not apply if "natural weathering" or semi-transparent stain is specified for the job.

Corrective Measure: One time during the warranty period, the contractor will clean and treat shakes to provide a reasonable appearance and prevent further bleeding.

Plywood or Other Veneer Siding

4-27. Observation: Siding has delaminated.

Performance Guideline: Siding shall not delaminate.

Corrective Measure: The contractor will replace delaminated siding that is not covered under the manufacturer's warranty, unless the delamination was caused by the owner's actions or negligence. The repaired area may not precisely match the original siding.



4-28. Observation: Joints between siding have separated.

Performance Guideline: Joint separations exceeding 3/16 inch are unacceptable.

Corrective Measure: The contractor will caulk or repair siding as necessary to fill the joint. The repaired area may not match the original siding precisely.

4-29. Observation: Siding is bowed.

Performance Guideline: Bows exceeding 1/2 inch in 32 inches are unacceptable.

Corrective Measure: The contractor will install additional nails in siding to meet acceptable nailing schedules and will replace any siding that does not meet the guidelines because of bows.

Discussion: Some waviness in siding is to be expected because of bows in studs. However, proper nailing of siding will straighten most bows.

Aluminum or Vinyl Lap Siding

4-30. Observation: Siding is bowed or wavy.

Performance Guideline: Some waviness in lap siding is to be expected because of bows in studs. Thermal expansion waves or distortions in aluminum or vinyl lap siding, sometimes called oil canning, are unacceptable if they exceed 1/4 inch in 16 inches.

Corrective Measure: The contractor will correct any thermal expansion waves or distortions to comply with the performance guideline by reinstalling or replacing siding as necessary.

Discussion: This problem is caused by the siding being nailed too tightly to the house instead of loosely "hung" in the center of the nail slots, or by not allowing adequate room for the siding to expand at the ends.

4-31. Observation: Siding color is faded.

Performance Guideline: Any color siding, when exposed to the ultraviolet rays of the sun, will fade and this condition cannot be prevented by the contractor. However, panels installed on the same wall shall fade at the same rate.

Corrective Measure: None.

4-32. Observation: Aluminum or vinyl lap siding trim is loose from the house.

Performance Guideline: Trim shall not separate more than 1/4 inch from the house.

Corrective Measure: The contractor will reinstall trim or caulk separations as necessary to comply with the performance guideline.

4-33. Observation: Aluminum or vinyl lap siding courses are not parallel with eaves or wall openings.

Performance Guideline: Any piece of aluminum or vinyl lap siding more than 1/2 inch off parallel in 20 feet with contiguous courses, or contiguous break such as a soffit line, is unacceptable, unless the owner and the contractor have previously agreed to disregard the performance guideline to match a pre-existing structural condition.

Corrective Measure: The contractor will reinstall siding to comply with the performance guideline and replace any siding damaged during removal with new siding.

Discussion: For remodeling projects, if the contractor and the owner agree that the floor of an addition is to be on a different plane from the existing floor (for example, a pre-existing out-of-level condition), the siding on the addition may not be parallel and in line with existing siding.

4-34. Observation: Aluminum or vinyl lap siding nail shows under the window, door or eave.

Performance Guideline: All facing nails shall be of a color to match the trim they affix. No nail heads in the field of the siding shall be exposed.

Corrective Measure: The contractor will install trim as necessary to cover the nails.

Discussion: Vinyl siding generally should not be face nailed. However, there are appropriate and typical occasions when a single face nail may be needed to reinforce a joint or hold the siding to the wall when it is cut to fit around window frames, doors, roofs or other obstructions on the wall.

4-35. Observation: Aluminum or vinyl lap siding trim accessory is loose from caulking at windows or other wall openings.

Performance Guideline: Siding trim accessories shall not separate from caulking at windows or other wall openings during the warranty period.

Corrective Measure: The contractor will repair or recaulk as necessary to eliminate the separation.

4-36. Observation: Aluminum or vinyl lap siding is cut crooked.

Performance Guideline: Visible cuts in siding shall be straight, plumb, and neat. Crooked cuts greater than 1/8 inch from true are not acceptable.

Corrective Measure: The contractor will repair or replace siding with visible crooked cuts.

Discussion: Crooked cuts may cause the panel to have insufficient dimension for expansion with temperature change.

4-37. Observation: Aluminum or vinyl lap siding is not cut tight to moldings.

Performance Guideline: Gaps between siding and moldings shall not exceed 1/4 inch.

Corrective Measure: The contractor will correct to meet the guidelines.

Masonry and Veneer

4-38. Observation: Masonry or veneer wall is cracked.

Performance Guideline: Cracks visible from 20 feet or larger than 1/4 inch are not acceptable.

Corrective Measure: The contractor will repair cracks in excess of the performance guideline by tuck pointing, patching, or painting. The contractor will not be responsible for color variation between the original and new mortar.

Discussion: Small hairline cracks resulting from shrinkage are common to mortar joints in masonry construction.

4-39. Observation: Exterior cut bricks are of different thickness below openings.

Performance Guideline: Cut bricks used in the course directly below an opening shall not vary from one another in thickness by more than 1/4 inch. The smallest dimension of a cut brick should be greater than 1 inch.

Corrective Measure: The contractor will repair the wall to meet the performance guideline.

Discussion: Bricks are cut to achieve the required dimensions at openings and ends of walls when it is not possible to match unit/mortar coursing.



4-40. Observation: Masonry or brick veneer course is not straight.

Performance Guideline: No point along the bottom of any course shall be more than 1/4 inch higher or lower than any other point within 10 feet along the bottom of the same course, or 1/2 inch in any length, except that the owner and the contractor may agree to match or otherwise compensate for pre-existing conditions.

Corrective Measure: The contractor will rebuild the wall as necessary to meet the performance guideline.
Discussion: Dimensional variations of the courses depend upon the variations in the brick selected.

4-41. Observation: Mortar stain on exterior brick or stone.

Performance Guideline: Exterior brick and stone shall be free from mortar stains detracting from the appearance of the finished wall when viewed from a distance of 20 feet.

Corrective Measure: The contractor will clean the mortar stains to meet the performance guideline.

4-42. Observation: Efflorescence is present on masonry or mortar surfaces.

Performance Guideline: This sometimes occurs on new construction and is a normal condition beyond the contractor's control.

Corrective Measure: None.

Stucco and Parge

4-43. Observation: Exterior stucco wall surface is cracked.

Performance Guideline: Cracks in exterior stucco wall surfaces shall not exceed 1/8 inch in width.

Corrective Measure: The contractor will repair cracks exceeding 1/8 inch in width once during the warranty period.

Discussion: "Stucco" includes cementitious coatings and similar synthetically-based finishes.

4-44. Observation: Colors of the exterior stucco walls do not match.

Performance Guideline: The colors of new exterior stucco walls may not perfectly match the colors of old exterior stucco walls.

Corrective Measure: None.

Discussion: Coloring of stucco is unique to field variables and it is impractical to achieve a color match between stucco coatings applied at different times.

4-45. Observation: Textures of finishes of exterior stucco walls do not match.

Performance Guideline: Texture of new exterior stucco walls may not perfectly match the textures of old exterior stucco walls.

Corrective Measure: None.

Discussion: "Stucco" includes cementitious coatings and similar synthetically based finishes.

4-46. Observation: Separation of coating from base on exterior stucco wall.

Performance Guideline: The coating shall not separate from the base on an exterior stucco wall during the warranty period.

Corrective Measure: The contractor will repair areas where the coating has separated from the base.

Discussion: Coloring of stucco is unique to field variables and it is impractical to expect to achieve a color match between stucco coatings applied at different times.

Exterior Trim

4-47. Observation: Gaps show in exterior trim.

Performance Guideline: Joints between exterior trim elements, including siding and masonry, shall not result in joints opened wider than 1/4 inch. In all cases, the exterior trim shall perform its function of excluding the elements.

Corrective Measure: The contractor will repair open joints that do not meet the performance guideline. Caulking is acceptable.

4-48. Observation: Exterior trim board is split.

Performance Guideline: Splits wider than 1/8 inch are unacceptable.

Corrective Measure: The contractor will repair splits by filling with a permanent filler.

4-49. Observation: Exterior trim board is bowed or twisted.

Performance Guideline: Bows and twists exceeding 3/8 inch in 8 feet are unacceptable.

Corrective Measure: The contractor will repair defects that do not meet the performance guideline by refastening or replacing deformed boards.

4-50. Observation: Exterior trim board is cupped.

Performance Guideline: Cups exceeding 3/16 inch in 5-1/2 inches are unacceptable.

Corrective Measure: The contractor will repair defects that do not meet the performance guideline by refastening or replacing deformed boards.

Paint, Stain and Varnish

4-51. Observation: Exterior painting, staining, or refinishing is required because of repair work.

Performance Guideline: Repairs required under these performance guidelines shall be finished to match the immediate surrounding areas as closely as practical.

Corrective Measure: The contractor will finish repairing areas as indicated.

4-52. Observation: Exterior paint or stain has peeled or physically deteriorated.

Performance Guideline: Exterior paints and stains shall not fail during the warranty period.

Corrective Measure: If exterior paint or stain has peeled, developed an alligator pattern, or blistered, the contractor will properly prepare and refinish affected areas and match the color as closely as practical. Where deterioration of the finish affects more than 50 percent of the wall area, the contractor will refinish the entire wall.



4-53. Observation: Exterior paint or stain has faded.

Performance Guideline: Fading of exterior paints and stains is normal and the degree of fading depends on climatic conditions.

Corrective Measure: None.

4-54. Observation: Mildew or fungus is visible on exterior painted surfaces.

Performance Guideline: Painted or finished surfaces shall be free of observable mildew and fungus at the time the job is completed. However, mildew or fungus may form on painted surfaces over time because of warmth and moisture.

Corrective Measure: The contractor will remove mildew and fungus before completion of the job. Subsequent mildew or fungus formation is a condition the contractor cannot control. The owner is responsible for future cleaning of the painted item as necessary to prevent or remove mildew and fungus.

4-55. Observation: Varnish or lacquer finishes have deteriorated.

Performance Guideline: Clear finishes used on exterior surfaces may deteriorate rapidly. This is beyond the control of the contractor.

Corrective Measure: None.

5. Roofs

Roof Structure

5-1. Observation: Roof ridge beam deflects.

Performance Guideline: Roof ridge beam deflection greater than 1 inch in 8 feet is considered excessive.

Corrective Measure: The contractor shall repair any deficiencies that do not meet the performance guideline.

5-2. Observation: Roof or ceiling rafter bows.

Performance Guideline: Rafters that bow greater than 1 inch in 8 feet are considered excessive.

Corrective Measure: The contractor shall repair any deficiencies that do not meet the performance guideline.

Roof Sheathing

5-3. Observation: Roof sheathing is wavy or appears bowed.

Performance Guideline: Roof sheathing shall not bow more than 1/2 inch in 2 feet.

Corrective Measure: The contractor will straighten bowed roof sheathing or correct swollen joints as necessary to meet the performance guideline.

Discussion: The contractor usually can meet this performance guideline by using thicker plywood sheathing (either 1/2 inch or 15/32 inch span-rated, not 3/8 inch) with more plies (4 or 5, rather than 3) or

oriented strand board and plywood clips (a) to align adjacent sheets between trusses or rafters and (b) to ensure room for expansion of sheets. In rare instances, the contractor might have to install blocking between the trusses to straighten the sheathing.

Roof Vents

5-4. Observation: An attic vent or louver leaks.

Performance Guideline: Attic vents and louvers shall not leak. However, infiltration of wind-driven rain and snow are not considered leaks and are beyond the control of the contractor.

Corrective Measure: The contractor shall repair or replace the roof vents as necessary to meet the performance guideline.

Roof Installation and Leaks

Asphalt Shingles

5-5. Observation: The roof or flashing leaks.

Performance Guideline: Roofs and flashing shall not leak under normal conditions, except where the cause is determined to result from ice build-up or the owner's actions or negligence.

Corrective Measure: The contractor will repair any verified roof or flashing leaks not caused by ice build-up, leaves, debris, or the owner's actions or negligence. It is the owner's responsibility to keep the roof drains, gutters, and downspouts free of debris.

5-6. Observation: Ice builds up on the roof.

Performance Guideline: During prolonged cold spells, ice is likely to build up at the eaves of a roof. This condition can naturally occur when snow and ice accumulates.

Corrective Measure: None. Prevention of ice build-up on the roof is an owner maintenance item.

5-7. Observation: Shingles have blown off.

Performance Guideline: Shingles shall not blow off in winds less than the manufacturer's standards/specifications.

Corrective Measure: If shingles blow off in winds less than the manufacturer's standards/specifications, see the manufacturer's warranty.

5-8. Observation: Shingles are not horizontally aligned.

Performance Guideline: Shingles should be installed according to the manufacturer's standards/specifications.

Corrective Measure: The contractor will remove shingles that do not meet the performance guideline and replace them with new shingles that are properly aligned.

Discussion: For remodeling only, the owner and the contractor may agree before installation that the horizontal line of shingles on the roof of an addition need not line up with those of the existing structure if the floors (and hence, the eaves and ridge) are not to be built on the same plane.



5-9. Observation: New shingles do not match existing shingles.

Performance Guideline: Because of weathering and manufacturing variations, the color of new shingles will not exactly match the color of existing shingles.

Corrective Measure: The contractor is not responsible for precisely matching the color of existing shingles.

5-10. Observation: Asphalt shingle edges or corners are curled or cupped.

Performance Guideline: Asphalt shingle edges and corners need not be perfectly flat. Appearance of shingles should be within the manufacturer's standards/specifications.

Corrective Measure: None. The owner should contact the manufacturer of the roofing shingles.

5-11. Observation: Asphalt shingles do not overhang the edges of the roof, or hang too far over the edges of the roof.

Performance Guideline: Asphalt shingles shall overhang roof edges by not less than 1/4 inch, and not more than 3/4 inch unless the manufacturer's standards/specifications indicate otherwise.

Corrective Measure: The contractor will reposition or replace shingles as necessary to meet the performance guideline.

5-12. Observation: Shading or shadowing pattern appears on the new shingle roof.

Performance Guideline: Shading or shadowing is a defect only if it results from failure to use shingles of the type specified in the contract.

Corrective Measure: The contractor will replace shingles not conforming to contractual requirements.

5-13. Observation: Asphalt shingles have developed surface buckling.

Performance Guideline: Asphalt shingle surfaces need not be perfectly flat. Buckling higher than 1/4 inch is considered excessive.

Corrective Measure: The contractor will fix the affected shingles to meet the performance guideline.

5-14. Observation: Sheathing nails have loosened from framing and raised asphalt shingles.

Performance Guideline: Nails shall not loosen from the roof sheathing to raise asphalt shingles from the surface.

Corrective Measure: The contractor shall repair all areas as necessary to meet the performance guideline.

5-15. Observation: Roofing nails are exposed at the ridge of the roof.

Performance Guideline: Nail heads shall be sealed to prevent leakage.

Corrective Measure: The contractor shall repair areas to meet performance guidelines.

5-16. Observation: Holes from walk boards are visible in the asphalt shingles.

Performance Guideline: Holes from walk boards shall be flashed and sealed below the asphalt shingle tab to prevent leakage. If the patch is visible from the ground, the shingle should be replaced.

Corrective Measure: The contractor shall repair to meet the performance guideline.

5-17. Observation: Existing roof shingles telegraphing through new asphalt shingles.

Performance Guideline: Some telegraphing is normal when re-roofing over existing roofing.

Corrective Measure: None.

Roll Roofing

5-18. Observation: Water is trapped under the roll roofing.

Performance Guideline: Water shall not become trapped under roll roofing.

Corrective Measure: If water becomes trapped under roll roofing during the warranty period, the contractor will repair or replace the roofing as necessary to meet the performance guideline.

5-19. Observation: Roofing is blistered but does not admit water.

Performance Guideline: Surface blistering of roll roofing is caused by unusual conditions of heat and humidity acting on the asphalt and cannot be controlled by the contractor.

Corrective Measure: None.

5-20. Observation: Water is standing on a flat roof.

Performance Guideline: Water shall drain from a flat roof except for minor ponding within 24 hours of a rainfall.

Corrective Measure: The contractor will take corrective action to ensure proper drainage of the roof.

Chimney

5-21. Observation: Crack in masonry chimney cap or crown causes leakage.

Performance Guideline: It is normal for caps to crack due to expansion and contraction; however unacceptable leaks may occur with cracking.

Corrective Measure: If cracking causes leakage, the contractor will repair.

5-22. Observation: Brick veneer spalling from chimney surface.

Performance Guideline: Spalling of newly manufactured brick should not occur and is unacceptable. Spalling of used brick is acceptable.

Corrective Measure: Contractor will repair newly manufactured brick when spalling occurs.

Chimney Flashing

5-23. Observation: New chimney flashing leaks.

Performance Guideline: New chimney flashing shall not leak under normal conditions except where the cause is determined to result from ice build-up or the owner's actions or negligence.



Corrective Measure: The contractor will repair leaks in new chimney flashing not caused by ice build-up or the owner's actions or negligence.

Gutters and Downspouts

5-24. Observation: Gutter or downspout leaks.

Performance Guideline: Gutters and downspouts shall not leak.

Corrective Measure: The contractor will repair leaks in gutters and downspouts.

5-25. Observation: Gutter overflows during a heavy rain.

Performance Guideline: Gutters may overflow during a heavy rain.

Corrective Measure: The contractor shall repair if gutters overflow during normal rains.

Discussion: The owner is responsible for keeping gutters and downspouts free from debris that could cause overflow.

5-26. Observation: Water remains in the gutter after a rain.

Performance Guideline: When a gutter is unobstructed by debris, the water level shall not exceed 1/2 inch in depth.

Corrective Measure: The contractor will repair the gutter to meet the performance guideline.

Discussion: Installing gutters with a minimum 1/32 inch drop in 1 foot will generally prevent water from standing in the gutters. Even so, small amounts of water may remain in some sections of the gutter for a short time after a rain. In areas with heavy rainfall and/or ice build-up the contractor may consider increasing pitch/fall or adding additional downspouts.

Skylights

5-27. Observation: Skylight leaks.

Performance Guideline: Skylights shall be installed in accordance with the manufacturer's specifications. Leaks resulting from improper installation are unacceptable. Condensation on interior surfaces is not a leak and is not considered a defect.

Corrective Measure: The contractor will repair any improperly installed skylights to meet the performance guideline.

6. Plumbing

Water Supply System

6-1. Observation: Pipe leaks.

Performance Guideline: No leaks of any kind shall exist in any soil, waste, vent, or water pipe.

Corrective Measure: The contractor will make repairs to eliminate leakage.

6-2. Observation: Condensation appears on pipes, toilets, and plumbing supply lines.

Performance Guideline: Condensation on pipes, toilets, and plumbing supply lines may result from certain combinations of temperature and indoor humidity.

Corrective Measure: None.

6-3. Observation: A faucet or valve leaks.

Performance Guideline: No faucet or valve shall leak because of defects in material or workmanship.

Corrective Measure: The contractor will repair or replace the leaking faucet or valve.

6-4. Observation: Water in the plumbing pipe freezes, and the pipe bursts.

Performance Guideline: Drain, waste, vent, and water pipes shall be adequately protected to prevent freezing as required by the applicable plumbing code for normally anticipated cold weather and in accordance with the design temperatures established by the American Society of Heating, Refrigerating, and Air-Conditioning Engineers.

Corrective Measure: The contractor will correct situations not meeting the applicable code. The owner is responsible for draining or otherwise protecting pipes and exterior faucets exposed to freezing temperatures.

6-5. Observation: The water supply system fails to deliver water.

Performance Guideline: All on-site service connections to the municipal water main or private water supply are the responsibility of the contractor.

Corrective Measure: The contractor will repair the water supply system if the failure results from defective installation or materials. Conditions beyond the control of the contractor that disrupt or eliminate the water supply are not covered.

6-6. Observation: The water pipe is noisy.

Performance Guideline: Because of the flow of water and pipe expansion, the water pipe system will emit some noise. However, the pipes should not make the pounding noise called "water hammer."

Corrective Measure: The contractor cannot remove all noises caused by water flow and pipe expansion. However, the contractor will correct the system to eliminate the "water hammer."

Plumbing Fixtures

6-7. Observation: The bathtub or shower leaks.

Performance Guideline: Bathtubs and showers shall not leak.

Corrective Measure: The contractor will repair bathtub or shower leaks as necessary to meet the performance guideline.

Discussion: Proper repair can be affected by sealing areas around tubs and showers. Maintenance of caulk seals is an owner's responsibility.

6-8. Observation: Plumbing fixture, appliance, or trim fitting is defective.

Performance Guideline: Plumbing fixtures, appliances, and trim fittings shall comply with their manufacturer's guidelines.



Corrective Measure: None. Defective trim fittings, appliances, and fixtures are covered under the manufacturer's warranty.

6-9. Observation: The surface of a porcelain or fiberglass plumbing fixture is cracked or chipped.

Performance Guideline: Cracks and chips in the surfaces of bathtubs and sinks are unacceptable if visible from 3 feet in normal light.

Corrective Measure: The contractor will not be responsible for repairs unless the damage is reported to the contractor before acceptance of the job. If the problem resulted from improper manufacture, then the manufacturer's warranty will take precedence over the contractor's responsibility.

6-10. Observation: Fiberglass tub or shower enclosure base flexes.

Performance Guideline: To be installed according to the manufacturer's specifications.

Corrective Measure: Contractor shall repair to meet performance guidelines.

6-11. Observation: Manufactured marble vanity top cracks at the drain.

Performance Guideline: Vanity tops shall not crack when installed with proper sealants at the drain connection.

Corrective Measure: The contractor shall repair any deficiencies to meet the performance guideline within the warranty period.

Sanitary Sewer or Septic System

6-12. Observation: Sewer, fixture, or drain is clogged.

Performance Guideline: Sewers, fixtures, and drains shall operate properly.

Corrective Measure: The contractor will not be responsible for sewers, fixtures, and drains that are clogged because of the owner's actions or negligence. If a problem occurs, the owner should consult the contractor for corrective action. If defective installation is the cause, the contractor is responsible for correcting the problem. If the owner's actions or negligence is the cause, the owner is responsible for correcting the problem.

With respect to septic systems, owner actions that constitute negligence under this guideline include but are not limited to the following:

Connection of sump pump, roof drains, or backwash from a water conditioner into the system.

Placement of nonbiodegradable items into the system.

Use of a food waste disposer not supplied or approved by the contractor.

Placement of surfaces not permeable to water over the disposal area of the system.

Allowing vehicles to drive or park over the disposal area of the system.

Failure to pump out the septic tank periodically, as required.

Use that exceeds the system's design standards.

6-13. Observation: Smell of sewer gas inside the home.

Performance Guideline: Sewer vents to relieve this smell can be covered with snow or ice, or traps may be dry.

Corrective Measure: The contractor is responsible to remove pressure testing caps from exterior vents. It is the homeowner's responsibility to keep vents clear of snow and ice and keep water in traps by occasional use.

7. Electrical

Fuses and Circuit Breakers

7-1. Observation: Fuse blows or circuit breaker trips.

Performance Guideline: Fuses and circuit breakers shall not be triggered by normal usage.

Corrective Measure: The contractor will check wiring circuits for conformity with applicable national, state, or local electrical code requirements. The contractor will correct circuitry not conforming to applicable code specifications.

7-2. Observation: Ground fault interrupter trips frequently.

Performance Guideline: Ground fault interrupters are safety devices installed as part of the electrical system to provide protection against electrical shock. These sensitive devices can be tripped very easily.

Corrective Measure: The contractor will install ground fault interrupters in accordance with approved electrical codes. Tripping is to be expected and is not covered unless it is caused by defective installation.

Outlets and Lights

7-3. Observation: Electrical outlets, switches, or fixtures malfunction.

Performance Guideline: All electrical outlets, switches, and fixtures shall operate as designed.

Corrective Measure: The contractor will repair or replace malfunctioning electrical outlets, switches, and fixtures, if supplied and installed by the contractor.

7-4. Observation: Wiring fails to carry its designed load.

Performance Guideline: Wiring shall be capable of carrying the designed load for normal residential use.

Corrective Measure: The contractor will check the wiring for conformity to applicable local, state, or approved national electrical code requirements. The contractor will repair wiring not conforming to code specifications.

7-5. Observation: Ceiling fan vibrates excessively and is noisy.

Performance Guideline: The contractor shall install fans per the manufacturer's specifications including blade balances.

Corrective Measure: The contractor shall repair any fan installation not in accordance with performance guidelines if supplied and installed by the contractor.



7-6. Observation: Exhaust fan is ducted to attic or crawl space.

Performance Guideline: Fans shall be ducted as per applicable codes.

Corrective Measure: The contractor shall repair to meet performance guidelines.

7-7. Observation: Interior light fixture tarnishes.

Performance Guideline: Finishes on light fixtures may be covered under the manufacturer's warranty.

Corrective Measure: None.

7-8. Observation: Receptacle/switch too far off the wall.

Performance Guideline: Receptacle/switch should not be more than 1/8 inch from the adjoining wall surface.

Corrective Measure: Contractor will repair to meet performance guidelines.

8. Interior Climate Control

Air Infiltration and Drafts

8-1. Observation: Air infiltrates around the door or window.

Performance Guideline: Some infiltration is usually noticeable around doors and windows, especially during high winds. No daylight shall be visible around the frame when the door or window is closed.

Corrective Measure: The contractor shall repair to meet the performance guideline.

Discussion: Proper repair can be affected by adjusting or installing weatherstripping around doors and windows. In high-wind areas, the owner may need to have storm windows and doors installed to eliminate drafts.

8-2. Observation: Draft comes through an electrical outlet.

Performance Guideline: Electrical junction boxes on exterior walls may allow cold air to flow through or around an outlet into a room. It may not be possible to eliminate this completely.

Corrective Measure: None.

Discussion: The owner may need to install foam insulation pads under switch and outlet plates to help decrease drafts.

Ventilation

8-3. Observation: The attic or crawl space is inadequately ventilated.

Performance Guideline: The attic and crawl space shall be ventilated as required by the applicable building code.

Corrective Measure: The contractor will provide for adequate ventilation. The contractor is not responsible for actions by the owner that interfere with the ventilation system.

Humidity Control and Condensation

8-4. Observation: Condensation or frost appears on the window.

Performance Guideline: Windows will collect condensation on their interior surfaces when extreme

temperature differences and high humidity levels occur. Condensation usually results from humid conditions within the home that are created by the owner or during the curing process in a new space.

Corrective Measure: Unless the window condensation or frost is directly attributed to faulty installation, it usually results from conditions beyond the control of the contractor. No corrective action is required.

Discussion: Occasional condensation in the kitchen, bath or laundry area is common and is therefore not a defect. It is the homeowner's responsibility to maintain proper humidity.

Air-Distribution System

8-5. Observation: The ductwork makes noises.

Performance Guideline: When metal is heated, it expands, and when cooled, it contracts. The resulting "ticking" or "crackling" sounds are generally to be expected and do not constitute a defect.

Corrective Measure: None.

8-6. Observation: The ductwork produces excessively loud noises commonly known as oil canning.

Performance Guideline: The stiffening of the ductwork and the gauge of the metal used shall be such that ducts do not "oil can." The booming noise caused by oil canning is not acceptable.

Corrective Measure: The contractor will correct the ductwork to eliminate noise caused by oil canning.

8-7. Observation: Noise can be heard at the register.

Performance Guideline: Product should be correctly installed according to the manufacturer's specifications.

Corrective Measure: None, if installed correctly. If installed incorrectly, the contractor will correct it according to the manufacturer's specifications.

Discussion: Under certain conditions, some noise may be experienced with the normal flow of air even when the product is installed correctly. See manufacturer's specifications.

8-8. Observation: The air handler vibrates.

Performance Guideline: Product should be correctly installed.

Corrective Measure: none, if installed correctly. If installed incorrectly, the contractor will correct according to the manufacturer's specifications.

Discussion: Under certain conditions, some noise may be experienced with the normal flow of air when the product is installed correctly. See manufacturer's specifications.

8-9. Observation: The ductwork separates or detaches.

Performance Guideline: Ductwork shall remain intact and securely fastened.

Corrective Measure: The contractor will reattach and resecure all separated or unattached ductwork.



Heating System

8-10. Observation: The heating system is inadequate.

Performance Guideline: The heating system shall 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 the ASHRAE Handbook: Fundamentals. National, state, or local energy codes shall supersede this performance guideline where such codes have been locally adopted.

Corrective Measure: The contractor will correct the heating system to provide the required temperature in accordance with the performance guideline or applicable code specifications. However, the owner will be responsible for balancing dampers and registers and for making other necessary minor adjustments.

Discussion: For new living spaces created by remodeling jobs, heating guidelines may not apply to areas where living space has been created without resizing the HVAC system.

Central Air-Conditioning System

8-11. Observation: Cooling of rooms is inadequate.

Performance Guideline: If air-conditioning is installed by the contractor, 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 the ASHRAE Handbook: Fundamentals. In the case of outside temperatures exceeding 95 degrees Fahrenheit, the system shall keep the inside temperature 15 degrees Fahrenheit cooler than the outside temperature. National, state, or local codes shall supersede this guideline where such codes have been locally adopted.

Corrective Measure: The contractor will correct the cooling system to provide the required temperature in accordance with the performance guideline or applicable code specifications.

Discussion: For new living spaces created by remodeling jobs, cooling guidelines may not apply to areas where living space has been created without resizing the HVAC system.

8-12. Observation: Condensation line clogs.

Performance Guideline: None.

Corrective Measure: Condensation lines will eventually clog under normal use. The contractor will provide unobstructed condensation lines at the time the job is accepted. The owner is responsible for maintaining them in that condition.

8-13. Observation: Refrigerant line leaks.

Performance Guideline: Refrigerant lines shall not leak during normal operation.

Corrective Measure: The contractor will repair leaking refrigerant lines and recharge the air-conditioning unit unless the damage was caused by the owner's actions or negligence.

8-14. Observation: There is condensation on the outside of air handlers and ducts.

Performance Guideline: Air handlers and ducts will collect condensation on their exterior surfaces when extreme temperature differences and high humidity levels occur. Condensation usually results from humid conditions within the home that are created by the owner or during the curing process in a new space.

Corrective Measure: Unless the condensation or frost is directly attributed to faulty installation, it usually

results from conditions beyond the control of the contractor. No corrective action is required.

8-15. Observation: Kitchen or bath fans allow cold air infiltration.

Performance Guideline: This is a normal condition beyond the contractor's control.

Corrective Measure: None.

Discussion: Cold air can leak into the house through a vent fan. By their very nature, vent fans are somewhat open to outside air. It is possible for the damper to be lodged open due to animal activity, including nesting in the outside opening. Cleanup for this condition is an owner's maintenance item.

8-16. Observation: There are gaps between HVAC vent or register covers and the wall or ceiling.

Performance Guideline: This is a normal condition beyond the contractor's control.

Corrective Measure: None.

Discussion: It is the inherent nature of the heating and cooling system to cause vents and registers to bend over time. This can result in gaps occurring between the vent or register cover and the wall. As long as the vent or register is securely attached, this is not a maintenance item.

9. Interior

Interior Doors

9-1. Observation: Interior door is warped.

Performance Guideline: Interior doors (full openings) shall not warp in excess of 1/4 inch.

Corrective Measure: The contractor will correct or replace and refinish defective doors to match existing doors as nearly as practical during the warranty period.

Discussion: In bathroom or utility areas, exhaust fans or an open window must be used to remove moisture to prevent warping of door units. If a customer is responsible for painting the door, the builder is not responsible if the door is not painted to the manufacturer's specifications.

9-2. Observation: Bifold doors come off the tracks during normal operation.

Performance Guideline: Bifold doors shall slide properly on their tracks at the time the job is accepted. Cleaning and maintenance necessary to preserve proper operation are the owner's responsibility.

Corrective Measure: The contractor will repair any bifold door that will not stay on its track during normal operation, one time during the warranty period.

Discussion: Proper operation should be verified by the owner and the contractor at the time the job is accepted.

9-3. Observation: Pocket door rubs in the pocket during normal operation.

Performance Guideline: Pocket doors shall not rub in their pockets during normal operation.



Corrective Measure: The contractor will repair the pocket door to meet the performance guideline, one time during the warranty period.

9-4. Observation: Wooden door panel shrinks and splits.

Performance Guideline: Wooden door panels shall not split to the point where light is visible through the door.

Corrective Measure: The contractor will fill splits in the door panel with wood filler and match paint or stain as closely as practical.

9-5. Observation: Door rubs on jambs or contractor-installed floor covering, or latch does not work.

Performance Guideline: Doors shall operate smoothly and door latches shall operate correctly.

Corrective Measure: The contractor will repair the door and the door latch as necessary to meet the performance guideline.

9-6. Observation: Door drags on carpet.

Performance Guideline: Doors shall not drag on carpet.

Corrective Measure: The contractor will repair the door to meet the performance guideline if the contractor installed the carpet as part of the contract.

Discussion: If the contractor installs the door over pre-existing carpeting, the contractor is responsible for meeting the performance guideline.

9-7. Observation: Door edge is not parallel to the door jamb.

Performance Guideline: Where the contractor installs the door frame and door, the door edge shall be within 3/16 inch of parallel to the door jamb. Where the contractor installs the door in an existing frame that is out of square, the guideline does not apply.

Corrective Measure: The contractor will adjust the door as necessary to meet the guidelines.

9-8. Observation: The door swings open or closed by the force of gravity.

Performance Guideline: Doors shall not swing open or closed by the force of gravity alone. For remodeling projects, this guideline does not apply where a door is installed in an existing wall that is out of plumb.

Corrective Measure: The contractor will adjust the door as necessary to meet the guidelines.

9-9. Observation: Interior pre-hung doors are hinge-bound.

Performance Guideline: Doors shall move smoothly with limited resistance.

Corrective Measure: The contractor shall repair the door operation to match performance guidelines.

Interior Stairs

9-10. Observation: Interior stair tread deflects too much.

Performance Guideline: The maximum vertical deflection of an interior stair tread shall not exceed 1/8 inch at 200 pounds force.

Corrective Measure: The contractor will repair the stair to meet the performance guideline.

9-11. Observation: Gaps exist between interior stair risers, treads, and/or skirts.

Performance Guideline: Gaps between adjoining parts that are designed to meet flush shall not exceed 1/8 inch in width.

Corrective Measure: The contractor will fix the gap with filler or replace parts as necessary to meet the performance guideline.

9-12. Observation: Squeaking stair riser or tread.

Performance Guideline: Loud squeaks caused by a loose stair riser or tread are unacceptable, but totally squeak-proof stair risers or treads cannot be guaranteed.

Corrective Measure: The contractor will refasten any loose risers or treads or take other corrective action to eliminate squeaking to the extent possible within reasonable repair capability without removing treads or ceiling finishes.

Discussion: Squeaks in risers or treads may occur when a riser has come loose from the tread, and is deflected by the weight of a person and rubs against the nails that hold it in place. Movement may occur between the riser and the tread or other stairway members when one tread is deflected while the other members remain stationary. Using trim screws to fasten the tread to the riser from above will sometimes reduce squeaking. If there is no ceiling below, gluing or re-nailing the riser to the tread or shimming will reduce squeaks but the total elimination of squeaks is practically impossible. The performance guideline requires the contractor to make a reasonable attempt to eliminate squeaks without requiring the removal of treads or ceiling finishes.

9-13. Observation: Gaps exist between interior stair railing parts.

Performance Guideline: Gaps between interior stair railing parts shall not exceed 1/8 inch in width.

Corrective Measure: The contractor will ensure that individual parts of the railing are securely mounted. Any remaining gaps will be filled or parts replaced to meet the performance guideline.

9-14. Observation: Interior stair railing lacks rigidity.

Performance Guideline: Interior stair railings shall be attached to structural members in accordance with applicable codes.

Corrective Measure: The contractor will repair any stair railings as necessary to comply with applicable codes.

Trim and Moldings

9-15. Observation: Gaps at non-mitered joints of trim and moldings.

Performance Guideline: Openings at joints in trim and moldings, and at joints between moldings and adjacent surfaces, shall not exceed 1/8 inch in width at the time of installation.

Corrective Measure: The contractor will repair defective joints to meet performance guidelines.



Discussion: Separation of trim and moldings can be caused by a lack of control of indoor relative humidity by the owner and in such cases will therefore be excluded.

9-16. Observation: Nails are not properly set or, where puttied, nail holes are not properly filled.

Performance Guideline: Setting nails and filling nail holes are considered part of painting and finishing. After painting or finishing, nails and nail holes shall not be readily visible from a distance of 6 feet under normal lighting conditions.

Corrective Measure: Where the contractor is responsible for painting, the contractor shall take action necessary to meet the performance guideline.

Discussion: Puttying of nail holes in base and trim molding installed in unfinished rooms and areas not exposed to view (such as inside of closets) are not included in this guideline.

9-17. Observation: Inside corner is not coped or mitered.

Performance Guideline: Trim edges at inside corners shall be coped or mitered. However, square edge trim may be butted.

Corrective Measure: The contractor will finish inside corners to meet the performance guideline.

9-18. Observation: Trim or molding miter edges do not meet.

Performance Guideline: Gaps between miter edges in trim and molding shall not exceed 1/8 inch at the time of installation.

Corrective Measure: The contractor will repair gaps that do not meet the performance guideline. Caulking or puttying with materials compatible with the finish is acceptable.

9-19. Observation: Interior trim is split.

Performance Guideline: Splits, cracks, and checking are inherent characteristics of all wood products, and are not a defect.

Corrective Measure: None.

9-20. Observation: Hammer marks are visible on interior trim.

Performance Guideline: Hammer marks on interior trim shall not be readily visible from a distance of 6 feet under normal lighting conditions.

Corrective Measure: The contractor will fill hammer marks and refinish or replace affected trim to meet the performance guideline. Refinished or replaced areas may not match surrounding surfaces exactly.

Cabinets and Counter Tops

9-21. Observation: Cabinets do not meet the ceiling or walls.

Performance Guideline: Gaps in excess of 1/4 inch are unacceptable.

Corrective Measure: The contractor will repair the gap with caulk, putty, or scribe molding, or he will reposition/reinstall cabinets to meet the performance guideline.

Discussion: When remodeling rooms with out-of-plumb walls or out-of-level floors and ceilings, "square" cabinets cannot be installed parallel to walls and ceilings and still keep the cabinets on line. For example,

if the floor is not level and the installer measures up from it, “snaps” a line on which to place the tops of the wall cabinets, then plumbs the first cabinet, one corner of the cabinet will leave the line, and the bottom corners of successive cabinets will not be in line. Similarly, cabinets will not line up with each other if they are installed on a level line, starting against an out-of-plumb wall instead of being plumbed. The contractor should explain the aesthetic options and let the owner decide which one is preferred.

9-22. Observation: Cabinets do not line up with each other.

Performance Guideline: Cabinet faces more than 1/8 inch out of line, and cabinet corners more than 3/16 inch out of line, are unacceptable, unless the owner and the contractor agree to disregard the guideline in order to match or otherwise compensate for preexisting conditions.

Corrective Measure: The contractor will make necessary adjustments to meet the performance guideline.

Discussion: In rooms without plumb walls or out-of-level floors and ceilings, “square” cabinets cannot be installed parallel to walls and ceilings and still keep the cabinets on line. For example, if the floor is not level and the installer measures up from it, “snaps” a line on which to place the tops of the wall cabinet, then plumbs the first cabinet, one corner of the cabinet will leave the line, and the bottom corners of successive cabinets will not be in line. Similarly, cabinets will not line up with each other if they are installed on a level line, starting against an out-of-plumb wall instead of being plumbed. The contractor should explain the aesthetic options and let the owner decide which one is preferred.

9-23. Observation: Cabinet is warped.

Performance Guideline: Cabinet warpage shall not exceed 1/4 inch as measured from the face frame to the point of furthest warpage, with the door or drawer front in the closed position.

Corrective Measure: The contractor will correct or replace doors and drawer fronts as necessary to meet the performance guideline.

9-24. Observation: Cabinet door or drawer binds.

Performance Guideline: Cabinet doors and drawers shall open and close with reasonable ease.

Corrective Measure: The contractor will adjust or replace doors and drawers as necessary to meet the performance guideline.

9-25. Observation: Cabinet door will not stay closed.

Performance Guideline: The catches or closing mechanisms for cabinet doors shall be adequate to hold the doors in a closed position.

Corrective Measure: The contractor will adjust or replace the door catches or closing mechanisms as necessary to meet the performance guideline.

9-26. Observation: The joints of high-pressure laminate on the countertop are delaminated.

Performance Guideline: Countertops fabricated with high-pressure laminate covering shall not delaminate.

Corrective Measure: The contractor will repair or replace delaminated coverings.



9-27. Observation: The surface of high pressure laminate on the countertop is cracked or chipped.

Performance Guideline: Countertops shall be free of cracks and chips at the time the job is accepted. Cracks or chips occurring after acceptance of the job are the owner's responsibility.

Corrective Measure: The contractor will repair or replace cracked or chipped countertops only if they are reported before acceptance of the job.

9-28. Observation: Scratches on solid surface countertops.

Performance Guideline: Solid surface countertops shall be free of scratches at the time of acceptance of the project.

Corrective Measure: The contractor shall repair to meet the performance guideline.

9-29. Observation: Countertop is not level.

Performance Guideline: Countertops shall be no more than 3/4 inch in 10 feet out of parallel with the floor. For remodeling projects where the floor is out of level, the countertop may be installed proportionately out of level.

Corrective Measure: The contractor will make necessary adjustments to meet the performance guideline.

Discussion: For remodeling projects, countertops are almost always on a plane parallel to the floor and ceiling because the cabinets supporting the top are the same height. Shimming and leveling the tops when the floor is out of level may be aesthetically unacceptable to the owner. Before construction, the contractor should explain the problem and allow the owner to decide between tops that are out of level or not parallel to the floor.

Interior Wall Finish

Lath and Plaster

9-30. Observation: Cracks are visible on the finished wall ceiling.

Performance Guideline: Cracks shall not exceed 1/16 inch in width.

Corrective Measure: The contractor will repair cracks exceeding 1/16 inch in width only once during the warranty period. The contractor will touch up paint repaired areas if the contractor was responsible for the original interior painting. A perfect match between original and new paint cannot be expected and the contractor is not required to paint an entire wall or room.

Gypsum Wallboard

9-31. Observation: Nail pop, blister, or other blemish is visible on the finished wall or ceiling.

Performance Guideline: Any such blemishes that are readily visible from a distance of 6 feet under normal lighting conditions are unacceptable.

Corrective Measure: The contractor will repair such blemishes only once during the warranty period. The contractor will touch up paint repaired areas if the contractor was responsible for the original interior painting. A perfect match between original and new paint cannot be expected, and the contractor is not required to paint an entire wall or room. The contractor is not required to repair defects that are covered by wallpaper and therefore, not visible.

9-32. Observation: Cracked corner bead, excess joint compound, trowel marks or blisters in tape joints on drywall surface.

Performance Guideline: Defects resulting in cracked corner bead, trowel marks, excess joint compound or blisters in tape are unacceptable.

Corrective Measure: The contractor shall repair to meet the performance guideline one time within the warranty period.

9-33. Observation: Texture of gypsum wallboard does not match.

Performance Guideline: Slight variations in texture are normal and will occur randomly.

Corrective Measure: None.

9-34. Observation: Angular gypsum wallboard joints are uneven.

Performance Guideline: This is a natural condition that occurs with randomly applied materials.

Corrective Measure: None. Paint, Stain, and Varnish

9-35. Observation: Mildew or fungus is visible on interior painted surfaces.

Performance Guideline: Painted and finished surfaces shall be free of observable mildew and fungus at the time the job is completed. However, mildew or fungus may form on painted surfaces over time because of heat and moisture.

Corrective Measure: The contractor will remove mildew and fungus before completion of the job. Subsequent mildew or fungus formation is a condition the contractor cannot control. The owner is responsible for future cleaning of the painted item as necessary to prevent mildew and fungus.

9-36. Observation: Varnish or lacquer finishes have deteriorated.

Performance Guideline: Clear finishes on interior woodwork shall not deteriorate during the warranty period. Corrective Measure: The contractor will retouch affected areas of clear-finish interior woodwork and match the original finish as closely as practical.

Discussion: Finishes on window sills with south-facing exposure may deteriorate due to climatic conditions.

9-37. Observation: Interior paint does not "cover" the underlying surface.

Performance Guideline: The surface being painted shall not show through new paint when viewed from a distance of 6 feet under normal lighting conditions.

Corrective Measure: The contractor will recoat as necessary to meet the guidelines and match the surrounding areas as closely as practical.

9-38. Observation: Interior surface is paint-spattered.

Performance Guideline: Paint spatters shall not be readily visible on walls, woodwork, floors, or other interior surfaces when viewed from a distance of 6 feet under normal lighting conditions.

Corrective Measure: The contractor will remove paint spatters to meet the guidelines.



9-39. Observation: Brush marks show on interior painted surfaces.

Performance Guideline: Brush marks shall not be readily visible on interior painted surfaces when viewed from a distance of 6 feet under normal lighting conditions.

Corrective Measure: The contractor will refinish as necessary to meet the guidelines and match the surrounding areas as closely as possible.

9-40. Observation: Lap marks show on interior paint or stain.

Performance Guideline: Lap marks shall not be readily visible on interior paint or stain when viewed from a distance of 6 feet under normal lighting conditions.

Corrective Measure: The contractor will refinish as necessary to meet the guidelines and match the surrounding areas as closely as practical.

9-41. Observation: Interior painting, staining, or refinishing is required because of repair work.

Performance Guideline: A perfect match between the original and new paint cannot be expected. Repairs required under these performance guidelines shall be finished to match the immediate surrounding areas as closely as practical.

Corrective Measure: The contractor is only responsible for painting if it was part of the original contract. Where the majority of the wall or ceiling area is affected, the area will be painted from breakline to breakline. The contractor is not required to paint an entire room. The contractor is only responsible if they painted the home in the original contract.

9-42. Observation: Texture on blown or textured ceilings is uneven.

Performance Guideline: This is a normal condition that occurs with randomly applied materials.

Corrective Measure: None.

9-43. Observation: Resin bleeds through on interior trim.

Performance Guideline: This is a normal condition that can be expected to occur with natural materials such as wood.

Corrective Measure: None.

Wallpaper and Vinyl Wall Coverings

9-44. Observation: The wall covering is peeling.

Performance Guideline: The wall covering shall not peel off the walls. Note: Wallpaper applied in high moisture areas is exempt from this guideline because the problem results from conditions beyond the contractor's control.

Corrective Measure: The contractor will reattach or replace the loose wall covering if the contractor installed the covering.

9-45. Observation: Patterns in wall covering are mismatched at the edges.

Performance Guideline: Patterns in wall coverings shall match unless installed on existing (remodeling jobs only) out-of-plumb walls or where trim is not square with corners. Defects in the patterns themselves are the manufacturer's responsibility.

Corrective Measure: None.

10. Floor Finishes

Carpeting

10-1. Observation: Carpet does not meet at the seams.

Performance Guideline: It is not unusual for carpet seams to show. However, a visible gap at the seams is not acceptable.

Corrective Measure: If the carpet was installed by the contractor, the contractor will eliminate visible gaps at carpet seams.

10-2. Observation: Carpeting loosens, or the carpet stretches.

Performance Guideline: When stretched and secured properly, wall-to-wall carpeting installed as the primary floor covering shall not come up, loosen, or separate from the points of attachment.

Corrective Measure: If the carpeting was installed by the contractor, the contractor will restretch or resecure the carpeting as necessary to meet the guidelines.

10-3. Observation: Spots or minor fading are visible on the carpet.

Performance Guideline: Exposure to natural light may cause spots on and minor fading of the carpet.

Corrective Measure: None.

10-4. Observation: Dead spots appear in padding areas below the carpet surface.

Performance Guideline: Carpeted areas shall have full coverage of pad consistent throughout the flooring area.

Corrective Measure: The contractor will repair any deficiencies to meet performance guidelines.

Roll Vinyl and Resilient Tile Flooring

10-5. Observation: Nail pops appear on the surface of resilient flooring.

Performance Guideline: Readily visible nail pops on resilient flooring are not acceptable.

Corrective Measure: The contractor will repair the nail pops that are readily visible.

Discussion: The contractor will repair or replace, at the contractor's option, the resilient floor covering in the affected areas with similar materials. The contractor is not responsible for discontinued patterns or color variations when replacing the floor covering.

10-6. Observation: Depressions or ridges appear in resilient flooring because of subfloor irregularities.

Performance Guideline: Readily apparent depressions or ridges exceeding 1/8 inch shall be repaired. The ridge or depression measurement is taken with the gap at one end of a 6-inch straightedge centered over the depression or ridge within 3 inches of the straightedge held tightly to the floor on one side of the defect.



Corrective Measure: The contractor will take corrective action as necessary to bring the defect within the acceptable tolerance so that the depression or ridge is not readily visible and is not more than 1/8 inch. The contractor will not be responsible for discontinued patterns or color variations when replacing the floor covering.

Discussion: Ridges or depressions may be caused by subfloor irregularities, the use of an improper trowel, or the floor was not rolled.

10-7. Observation: Resilient flooring loses adhesion.

Performance Guideline: Resilient flooring shall not lift, bubble, or detach.

Corrective Measure: At the contractor's option, the contractor will repair or replace the affected resilient flooring as necessary. The contractor is not responsible for discontinued patterns or color variations when replacing the floor covering.

10-8. Observation: Seams or shrinkage gaps show at resilient sheet flooring joints.

Performance Guideline: Gaps at joints in resilient sheet flooring shall not exceed 1/16 inch in width. Where dissimilar materials abut, the gap shall not exceed 1/8 inch.

Corrective Measure: At the contractor's option, the contractor will repair or replace the resilient flooring as necessary to meet the performance guideline. The contractor will not be responsible for discontinued patterns or color variations when replacing the floor covering.

Discussion: Proper repair can be affected by sealing gaps with seam sealer.

10-9. Observation: Bubbles appear on roll vinyl flooring.

Performance Guideline: Bubbles resulting from trapped air that protrude higher than 1/16 inch from the floor are not acceptable.

Corrective Measure: The contractor will repair the floor to meet the guidelines.

Discussion: The performance guideline does not apply to perimeter-attached vinyl floors.

10-10. Observation: Patterns on roll vinyl flooring are misaligned.

Performance Guideline: Patterns at seams between adjoining pieces shall be aligned to within 1/8 inch.

Corrective Measure: The contractor will correct the flooring to meet the performance guideline.

10-11. Observation: Resilient floor tile is loose.

Performance Guideline: Resilient floor tiles shall be securely attached to the floor.

Corrective Measure: The contractor will attach loose resilient floor tiles securely to the floor. The old adhesive will be removed if necessary to resecure the tiles.

10-12. Observation: Corners or patterns of resilient floor tile are misaligned.

Performance Guideline: The corners of adjoining resilient floor tiles shall be aligned to within 1/8 inch. Misaligned patterns are not covered unless they result from improper orientation of the floor tiles.

Corrective Measure: The contractor will correct resilient floor tiles with misaligned corners to meet the performance guideline.

10-13. Observation: Yellowing appears on the surface of vinyl sheet goods.

Performance Guideline: The contractor shall install vinyl flooring per the manufacturer's specifications.

Corrective Measure: Yellowing from a manufacturer's defect is not covered by the contractor.

Discussion: Some chemical compounds, such as tar residue from a recently paved asphalt driveway, may cause a chemical reaction with the flooring material and result in permanent damage to the floor. The homeowner should be familiar with the proper use and care of their floors. Defects traced to the owner's inappropriate use or care are not the contractor's or manufacturer's responsibility.

Wood Flooring

10-14. Observation: Gaps exist between strip hardwood floor boards.

Performance Guideline: Gaps between strip hardwood floor boards shall not exceed 1/8 inch in width at the time of installation.

Corrective Measure: The contractor will repair gaps that do not meet the performance guideline.

Discussion: Proper repair can be affected by filling the gap. Relative humidity of the home can cause noticeable fluctuations in gaps between floor boards. This is a normal phenomenon in spaces that experience significant shifts in humidity. The owner is responsible for maintaining proper humidity levels in the home.

10-15. Observation: Strip hardwood floor board is cupped.

Performance Guideline: Cups in strip hardwood floor boards shall not exceed 1/16 inch in height in a 3-inch maximum span measured perpendicular to the long axis of the board. Cupping caused by exposure to moisture beyond the control of the contractor is not covered.

Corrective Measure: The contractor will correct or repair to meet the guidelines.

10-16. Observation: Excessive lippage is located at the junction of prefinished wood flooring products.

Performance Guideline: Lippage greater than 1/16 inch is considered excessive.

Corrective Measure: The contractor will repair to meet performance guidelines.

Discussion: Lippage is the vertical distance between two floor types at the point where they meet.

10-17. Observation: Voids in the floor finish.

Performance Guideline: Voids or "holidays" that are readily visible from a distance of 6 feet under normal lighting conditions are unacceptable.

Corrective Measure: The contractor will repair to meet performance guidelines.

10-18. Observation: Top coating on hardwood flooring has peeled.

Performance Guideline: Field applied coating shall not peel during normal usage.

Prefinished coatings are the manufacturer's responsibility.

Corrective Measure: The contractor shall refinish any field-applied finishes that have peeled.

10-19. Observation: Crowning of strip flooring has occurred.

Performance Guideline: Crowning in strip flooring shall not exceed 1/16 inch in depth in a 3-inch maximum span when measured perpendicular to the long axis of the board.

Corrective Measure: The contractor will repair to meet performance guidelines.

10-20. Observation: Hardwood flooring buckles from substrate.

Performance Guideline: Hardwood floor will not become loose from substrate.

Corrective Measure: The contractor will repair to meet guidelines.

10-21. Observation: Excessive knots and color variation of strip hardwood flooring.

Performance Guideline: The contractor will install the grade of hardwood as specified by the project. All wood should be consistent with the grading stamp as specified.

Corrective Measure: The contractor shall replace any improperly graded wood.

10-22. Observation: Slivers or splinters appear in strip flooring.

Performance Guideline: Slivers or splinters that occur during the installation of the flooring are unacceptable.

Corrective Measure: The contractor will repair to meet guidelines.

Discussion: The imperfections that occur during installation can be shaved and the area filled prior to sanding and finishing.

10-23. Observation: "Sticker burn" appears on the surface of strip flooring.

Performance Guideline: Discoloration from stacking strips in hardwood flooring is unacceptable in certain grades of flooring.

Corrective Measure: The contractor shall repair or replace areas with sticker burn if not permitted in the grade of wood specified.

Tile, Brick, Marble, and Stone Flooring

10-24. Observation: Tile, brick, marble, or stone flooring is broken and loose.

Performance Guideline: Tile, brick, marble, and stone flooring shall not break or loosen.

Corrective Measure: The contractor will replace broken tiles, bricks, marble, and stone flooring, and resecure loose tiles, bricks, marble, and stone, unless the defects were caused by the owner's actions or negligence. The contractor is not responsible for discontinued patterns or color variations when replacing tile, brick, marble, or stone flooring.

10-25. Observation: Cracks appear in the grouting of tile joints or at junctures with other materials, such as a bathtub.

Performance Guideline: Cracks in grouting of ceramic tile joints commonly result from normal shrinkage conditions.

Corrective Measure: The contractor will repair grouting, if necessary, one time only during the warranty

period. The owner is responsible for regrouting these joints during the life of the home.

Discussion: Use of an elastic substance at junctures between tile and other materials is often more effective than grout.

10-26. Observation: There is excessive “lippage” of adjoining marble or ceramic tile.

Performance Guideline: “Lippage” greater than 1/16 inch is considered excessive, except where the materials are designed with an irregular height (such as hand-made tile).

Corrective Measure: The contractor will repair to meet performance guidelines.

Discussion: Lippage is the vertical distance between two floor types at the point where they meet.

10-27. Observation: Grout or mortar joint is not a uniform color.

Performance Guideline: Any color variation that is readily visible from a distance of 6 feet under normal lighting conditions is acceptable.

Corrective Measure: The contractor will repair to meet the performance guideline.

11. Miscellaneous Fireplace and Wood Stove

11-1. Observation: Fireplace or chimney does not consistently draw properly.

Performance Guideline: A properly designed and constructed fireplace and chimney shall function correctly. High winds can cause temporary negative or down drafts. Negative drafts can also be caused by obstructions such as tree branches, steep hillsides, adjoining homes, and interior furnaces. Some homes that have been constructed to meet stringent energy criteria may need to have a nearby window opened slightly to create an effective draft.

Corrective Measure: The contractor shall correct as necessary if the problem is caused by a design or construction flaw.

11-2. Observation: The chimney is separated from the structure.

Performance Guideline: Newly built fireplaces will often incur slight amounts of separation. The rate of separation from the main structure shall not exceed 1/2 inch in any 10-foot vertical measurement.

Corrective Measure: The contractor will repair gaps that do not meet the performance guideline.

Discussion: Proper repair can be affected by caulking unless the cause of the separation is due to a structural failure of the chimney foundation itself. In that case caulking is unacceptable.

11-3. Observation: Firebox paint is damaged by a fire in the fireplace.

Performance Guideline: None. Heat and flames may cause discoloration.

Corrective Measure: None.

11-4. Observation: Firebrick or mortar joint is cracked.

Performance Guideline: Heat and flames from normal fires can cause cracking.

Corrective Measure: None.



11-5. Observation: Simulated firebrick panel develops cracks.

Performance Guideline: This is a normal condition.

Corrective Measure: None.

11-6. Observation: Rust appears on the fireplace damper.

Performance Guideline: This is a normal condition.

Corrective Measure: None.

Concrete Stoops and Steps

11-7. Observation: Stoops or steps have settled, heaved, or separated from the house structure.

Performance Guideline: Stoops and steps shall not settle, heave, or separate in excess of 1 inch from the house structure.

Corrective Measure: The contractor will take whatever corrective action is required to meet the performance guideline.

11-8. Observation: Water remains on stoops or steps after rain has stopped.

Performance Guideline: Water shall drain off outdoor stoops and steps. Minor amounts of water can be expected to remain on stoops and steps for up to 24 hours after rain.

Corrective Measure: The contractor will take corrective action to ensure proper drainage of stoops and steps.

Garage

11-9. Observation: The garage floor slab is cracked.

Performance Guideline: Cracks in the concrete garage floor greater than 3/16 inch in width or 1/8 inch in vertical displacement are excessive.

Corrective Measure: The contractor shall repair to meet the performance guideline.

Discussion: Proper repair can be affected by thoroughly cleaning, filling, and troweling the surface using a latex-fortified cement mixture or other materials designed to fill cracks and bond concrete.

11-10. Observation: Garage concrete floor has settled, heaved, or separated.

Performance Guideline: The garage floor shall not settle, heave, or separate in excess of 1 inch from the structure.

Corrective Measure: The contractor shall take whatever corrective action is required to meet the performance guideline.

11-11. Observation: Garage doors fail to operate properly under normal use.

Performance Guideline: Garage doors shall operate properly.

Corrective Measure: The contractor will correct or adjust garage doors as required, except where the owner's actions or negligence caused the problem.

Discussion: The contractor is not responsible for the door operation if the owner has installed a garage door opener.

11-12. Observation: Garage doors allow entry of snow or water.

Performance Guideline: Garage doors shall be installed as recommended by the manufacturer. Some

snow or water can be expected to enter under unusual conditions.

Corrective Measure: The contractor will adjust or correct garage doors to meet the manufacturer's recommendations.

Driveways

11-13. Observation: Asphalt driveway develops cracks.

Performance Guideline: This is a normal condition.

Corrective Measure: None.

Wood Decks

11-14. Observation: Wood deck is springy or shaky.

Performance Guideline: All structural members in a wood deck shall be sized, and fasteners spaced, according to appropriate building codes, National Forest and Paper Association span table, or a higher guideline agreed upon before construction by the owner and the contractor.

Corrective Measure: The contractor will reinforce or modify, as necessary, any wood deck not meeting the guidelines.

Discussion: Deflection may indicate insufficient stiffness in the lumber, or may reflect an aesthetic consideration independent of the strength and safety requirements of the lumber. Joists and rafters are required to meet standards for both stiffness and strength. The span tables allow, under full design loading, a maximum deflection equal to 1/360 of the span for floor and ceiling joists (3/8 inch in 12 feet), 1/240 for rafters up to 3/12 in pitch (1/2 inch in 12 feet), and 1/180 for rafters over 3/12 in pitch (3/4 inch in 12 feet). Individual clients may not be satisfied with the deflection limits built into the tables. When a customer's preference is made known before construction, a higher standard may be agreed upon by the contractor and the owner.

11-15. Observation: Spaces between decking are not uniform.

Performance Guideline: The spaces on opposite sides of individual deck boards shall not differ in average width by more than 3/16 inch at the time the project is accepted unless otherwise specified by the owner.

Corrective Measure: The contractor will realign or replace decking boards to meet the guidelines.

Discussion: The spaces will naturally tend to change over time because of shrinkage and expansion of individual boards. The contractor is only responsible for correct spacing at the time of installation.

11-16. Observation: Railings on wood decking contain slivers in exposed areas.

Performance Guideline: Railings on wood decks shall not contain slivers longer than 1/8 inch in exposed areas at the time the job is accepted.

Corrective Measure: The contractor will repair railings as necessary to remove slivers before acceptance of the job. Repair of slivers after acceptance of the job is the owner's maintenance responsibility.

Discussion: Slivers can develop from the weathering of unprotected wood. Proper finishing of wood surfaces helps prevent slivers from forming.



11-17. Observation: Wood deck is out of level.

Performance Guideline: No point on the deck surface shall be more than 1/2 inch higher or lower than any other deck surface point within 10 feet on a line parallel to the house, or proportional multiples of the preceding dimensions, unless the owner and contractor agree to intentionally build a wood deck out of level in order to match or compensate for inaccuracies in the existing structure.

Corrective Measure: The contractor will repair the deck as necessary to meet the performance guideline.

Discussion: A slope of approximately 1/8 inch per foot is desirable in the perpendicular direction to shed water and prevent ice build-up.

11-18. Observation: Wood decking boards are split, warped, or cupped.

Performance Guideline: At the time the job is accepted, splits, warps, and cups in wood decking boards shall not exceed the allowances established by the official grading rules issued by the agency responsible for the lumber species used for the deck boards, including but not limited to Southern Pine Inspection Bureau, Western Wood Products Association, West Coast Lumber Inspection Bureau, Redwood Inspection Service, and Northeastern Lumber Manufacturers Association.

Corrective Measure: The contractor will replace decking boards as necessary to meet the performance guideline.

11-19. Observation: Stain color variations are on the wood deck.

Performance Guideline: Stain color variations are not acceptable if they result from improper stain application or failure to mix the stain properly. Stain color variations resulting from other causes – such as weathering or varying porosity of the wood used to build the deck – are normal and are not covered by this guideline.

Corrective Measure: The contractor will restain to meet the performance guideline.

11-20. Observation: Wood decking board has nail head protruding.

Performance Guideline: Nail heads shall not protrude from the floor of the wood deck during the warranty period.

Corrective Measure: The contractor will refasten nails with heads protruding from the floor of the deck so that the heads are flush with the surface.

Discussion: Nails should be driven flush when the deck is installed, but they may pop from the deck over time as the wood shrinks and expands.

11-21. Observation: Nails on wood deck are “bleeding.”

Performance Guideline: Nail stains extending more than 1/2 inch from the nail and readily visible from a distance of more than 3 feet are not acceptable.

Corrective Measure: The contractor will eliminate nail stains to meet the performance guideline.

Discussion: This guideline does not apply if “natural weathering” or semi-transparent stains are specified.

11-22. Observation: Wood deck railing lacks rigidity.

Performance Guideline: Wood deck railings shall be attached to structural members in accordance with applicable codes.

Corrective Measure: The contractor will repair wood deck railings as necessary to comply with applicable codes.

12. Landscaping

12-1. Observation: Tree stumps have been left in disturbed areas of property.

Performance Guideline: If tree stumps were on the property in the disturbed area before the acceptance of the project, the contractor is responsible.

Corrective Measure: The contractor will remove the stump from the area.

12-2. Observation: Dead shrubs, plants, trees, or sod planted in disturbed areas of property.

Performance Guideline: Any shrub, plant, tree, or sod planted by the contractor as part of the landscape package that are alive as of the acceptance of the project and die after that acceptance are not the responsibility of the contractor.

Corrective Measure: None.

12-3. Observation: Grass seed does not germinate within 30 days of the acceptance of the project.

Performance Guideline: Grass seed not germinating within 30 days is unacceptable.

Corrective Measure: The contractor will reseed affected areas unless specifically excluded in the contract.

12-4. Observation: Outdoor plants moved during work die after the project is completed.

Performance Guideline: Plants that must be physically transported during the work shall be moved, maintained, and replanted by the owner.

Corrective Measure: None.

Discussion: The contractor shall not be responsible for delays in the schedule when plants are moved by the owner.



APPENDIX B AS 09.45.881–09.45.899

Article 11. Action for Dwelling Design, Construction, or Remodeling Claims.

- Sec. 09.45.881. Notice of claim
- Sec. 09.45.882. Written response to notice of claim
- Sec. 09.45.883. Court action allowed if claim disputed or not responded to
- Sec. 09.45.884. Consequence of rejecting inspection or settlement offer
- Sec. 09.45.885. Consequence of accepting inspection offer
- Sec. 09.45.886. Procedure after inspection
- Sec. 09.45.887. Court action allowed after failure to repair or to settle
- Sec. 09.45.888. Court action allowed if claimant rejects offer
- Sec. 09.45.889. Unreasonable rejection of offer
- Sec. 09.45.890. Acceptance of offer
- Sec. 09.45.891. Presumption of mitigation
- Sec. 09.45.892. Noncompliance assertion prohibited
- Sec. 09.45.893. Notice required in contract
- Sec. 09.45.894. Additional construction defects; additional notice of claim required
- Sec. 09.45.895. Limitation on damages; collateral sources
- Sec. 09.45.896. Exemption
- Sec. 09.45.899. Definitions

Sec. 09.45.881. Notice of claim

(a) In an action brought on a claim against a construction professional, the claimant shall, at least 90 days before filing the action, serve written notice of the claim on the construction professional.

(b) The notice of the claim in (a) of this section must state that the claimant asserts a claim against the construction professional for a defect in the design, construction, or remodeling of a dwelling and must describe the claim in reasonable detail sufficient to determine the general nature of the alleged defect and the results of the defect if known.

(c) At the request of the construction professional, the claimant shall provide to the construction professional any evidence that the claimant possesses that depicts the nature and cause of the defect and the nature and extent of the repairs necessary to repair the defect, including expert reports, photographs, and videotapes.

Sec. 09.45.882. Written response to notice of claim

(a) Within 21 days after service of the notice under AS 09.45.881, the construction professional shall serve a written response on the claimant.

(b) The written response under (a) of this section must state that the construction professional

(1) offers to inspect the dwelling that is the subject of the claim within a specified time to determine if the construction professional will offer to repair the defect, will compromise and settle the claim by payment of money, or will dispute the claim;

(2) offers to compromise and settle the claim by a payment of money without inspection; or

(3) disputes the claim and will not repair the alleged defect or compromise and settle the claim by a payment of money.

Sec. 09.45.883. Court action allowed if claim disputed or not responded to

If the construction professional disputes the claim in the notice under AS 09.45.882(b)(3) or does not

respond to the claimant's notice of claim within the time required by AS 09.45.882(a), the claimant may bring an action against the construction professional for the claim described in the notice of the claim made under AS 09.45.881 without further notice.

Sec. 09.45.884. Consequence of rejecting inspection or settlement offer

- (a) If the claimant rejects the inspection offer under AS 09.45.882(b)(1) or the settlement offer under AS 09.45.882(b)(2), the claimant shall serve written notice of the claimant's rejection on the construction professional.
- (b) The notice under (a) of this section must include the basis for the claimant's rejection of the construction professional's offer.
- (c) After service of the rejection notice required by (a) of this section, the claimant may bring an action against the construction professional for the claim described in the notice of claim made under AS 09.45.881 without further notice.

Sec. 09.45.885. Consequence of accepting inspection offer

If a claimant elects to allow the construction professional to make an inspection under AS 09.45.882(b)(1), the claimant shall provide the construction professional and its contractors or other agents reasonable access to the claimant's dwelling during normal working hours to inspect the dwelling and the alleged defect to determine the nature and cause of the alleged defect and the nature and extent of any repairs necessary to repair the alleged defect.

Sec. 09.45.886. Procedure after inspection

Within 14 days after completion of an inspection made under AS 09.45.885, the construction professional shall serve on the claimant a written

- (1) offer to repair the defect without charge to the claimant; the offer must include a report of the scope of the inspection, the findings and results of the inspection, a description of any repairs necessary to repair the defect, and a schedule for the completion of the repairs;
- (2) offer to compromise and settle the claim by a payment of money under AS 09.45.882(b)(2); or
- (3) statement that the construction professional will not repair the defect.

Sec. 09.45.887. Court action allowed after failure to repair or to settle

If the construction professional does not respond within the time required by AS 09.45.886, does not repair the defect to the satisfaction of the claimant within the time agreed under AS 09.45.886(1), does not provide an offer under AS 09.45.886(2), or serves a statement under AS 09.45.886(3), the claimant may bring an action against the construction professional for the claim described in the notice of claim without further notice.



Sec. 09.45.888. Court action allowed if claimant rejects offer

- (a) If the claimant rejects an offer made by the construction professional under AS 09.45.886(1) or (2), the claimant shall serve written notice of the claimant's rejection on the construction professional that includes the basis for the claimant's rejection of the construction professional's offer.

(b) After service of the notice under (a) of this section, the claimant may bring an action against the construction professional for the claim described in the notice of claim made under AS 09.45.881 without further notice.

Sec. 09.45.889. Unreasonable rejection of offer

(a) If a claimant unreasonably rejects an offer made under AS 09.45.881 – 09.45.899 or does not give the construction professional a reasonable opportunity to repair the defect under an accepted offer of settlement, the claimant may not recover an amount that exceeds

(1) the reasonable cost of the repairs offered under AS 09.45.886(1) that are necessary to cure the defect and that are the responsibility of the construction professional; or

(2) the amount of a reasonable settlement offer of money that was made under AS 09.45.886(2).

(b) If a claimant unreasonably rejects a construction professional's offer made under AS 09.45.881 – 09.45.899 or does not give the construction professional a reasonable opportunity to repair the defect under an accepted offer of settlement, the court may deny the claimant an award of attorney fees and costs and may award attorney fees and costs to the construction professional.

Sec. 09.45.890. Acceptance of offer

(a) To accept an offer of a construction professional to repair a defect under AS 09.45.886(1), a claimant shall serve the construction professional with a written notice of acceptance within a reasonable period of time, not to exceed 30 days, after receiving the offer.

(b) A claimant who accepts an offer under (a) of this section shall provide the construction professional and its contractors or other agents reasonable access to the claimant's dwelling during normal working hours to perform the repairs by the time stated in the offer.

Sec. 09.45.891. Presumption of mitigation

If a claimant fails to allow a construction professional to make a reasonable inspection requested by the construction professional under AS 09.45.882(b)(1), or fails to provide a good faith written response to a construction professional's offer under AS 09.45.882(b)(2) or 09.45.886(1) or (2), the failure establishes a rebuttable presumption that the claimant's damages could have been mitigated.

Sec. 09.45.892. Noncompliance assertion prohibited

Unless there is good cause for the failure, a construction professional may not assert that the claimant did not comply with AS 09.45.881 – 09.45.899 if the construction professional fails to respond in good faith to the claimant's notice of claim made under AS 09.45.881.

Sec. 09.45.893. Notice required in contract

(a) In order to take advantage of any rights of a construction professional under AS 09.45.881 – 09.45.899, when a construction professional enters into a contract with another person to design, construct, or remodel a dwelling, the construction professional shall give the person a notice of the construction professional's right to offer to cure a defect before the person may file an action in court against the construction professional.

(b) The notice required by (a) of this section must be included on a separate page attached to the contract and must contain a title at the top of the page that reads "Notice of Potential Claims Must Be Provided within One Year." This form shall be signed by the purchaser or purchaser's authorized representative. The signature of either spouse to a design, construction, or remodeling contract shall be considered to be the authorization of both spouses.

(c) The notice required by (a) of this section must be conspicuous and must be in substantially the following form:

ALASKA LAW AT AS 09.45.881 – 09.45.899 CONTAINS IMPORTANT REQUIREMENTS THAT YOU MUST FOLLOW BEFORE YOU MAY FILE A COURT ACTION FOR DEFECTIVE DESIGN, CONSTRUCTION, OR REMODELING AGAINST THE DESIGNER, BUILDER, OR REMODELER OF YOUR HOME. WITHIN ONE YEAR OF THE DISCOVERY OF A DESIGN, CONSTRUCTION, OR REMODELING DEFECT, BEFORE YOU FILE A COURT ACTION, YOU MUST DELIVER TO THE DESIGNER, BUILDER, OR REMODELER A WRITTEN NOTICE OF ANY DESIGN, CONSTRUCTION, OR REMODELING CONDITIONS YOU ALLEGE ARE DEFECTIVE IN ORDER TO PROVIDE YOUR DESIGNER, BUILDER, OR REMODELER WITH THE OPPORTUNITY TO MAKE AN OFFER TO REPAIR OR PAY FOR THE DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER MADE BY THE DESIGNER, BUILDER, OR REMODELER. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER STATE LAW, AND FAILURE TO FOLLOW THEM MAY AFFECT YOUR RIGHT TO FILE A COURT ACTION. ALASKA LAW AT AS 09.45.895 CONTAINS LIMITATIONS TO THE AMOUNT OF DAMAGES THAT MAY BE RECOVERED IN A COURT ACTION FOR DEFECTIVE DESIGN, CONSTRUCTION, OR REMODELING.

Sec. 09.45.894. Additional construction defects; additional notice of claim required

A court action for a defect that is discovered after a claimant has provided a construction professional with a notice of claim required in AS 09.45.881 – 09.45.899 may not be commenced until the claimant has complied with the provisions of AS 09.45.881 – 09.45.899.

Sec. 09.45.895. Limitation on damages; collateral sources

(a) Except as provided in (c) of this section, in an action covered under AS 09.45.881 – 09.45.899, a claimant may recover only the following damages caused by a defect:

- (1) the reasonable cost of repairs necessary to cure a defect, or actual damages that result from the construction defect, including reasonable and necessary engineering or consulting fees required to evaluate and cure the defect, that the construction professional is responsible for repairing;
- (2) the reasonable expenses of temporary housing reasonably necessary during the repair period;
- (3) the reduction in market value, if any, to the extent that the reduction is due to the defect; and
- (4) reasonable and necessary attorney fees and costs.

(b) In an action under AS 09.45.881 – 09.45.899, a court shall deduct from the compensation awarded to a claimant any compensation paid to the claimant under a homeowner’s warranty contract or a homeowner’s insurance policy as compensation for the defects that are the subject of the action. The amount of this deduction does not include any compensation paid by the construction professional to the claimant to satisfy the claim, any compensation paid under an insurance policy issued to the construction professional to satisfy the claim, or any amount the claimant is required to repay under the terms of the homeowner’s warranty contract or homeowner’s insurance policy.

(c) Subsections (a) and (b) of this section do not apply if the defect was caused by gross negligence or reckless or intentional misconduct by the construction professional.



Sec. 09.45.896. Exemption

AS 09.45.881 – 09.45.899 do not apply to claims for personal injury, including death.

Sec. 09.45.899. Definitions

In AS 09.45.881 – 09.45.899,

- (1) "action" means a civil action or an arbitration proceeding for damages or indemnification;
- (2) "claim" means a claim against a construction professional concerning a defect in the design, construction, or remodel of a dwelling;
- (3) "claimant" means a person who owns or is purchasing a dwelling and who asserts a claim;
- (4) "construction professional" means a registered contractor, architect, or engineer who is engaged in the business of designing, constructing, or remodeling a dwelling; in this paragraph, "contractor" has the meaning given in AS 08.18.171;
- (5) "dwelling" means a single-family house, a duplex, or a multi-family housing unit, and the mechanical and other systems, the other components, and all improvements that are part of the house, duplex, or housing unit when the dwelling is constructed or remodeled; for purposes of this paragraph, "multi-family housing unit" means
 - (A) an individual housing unit in a multi-family housing facility; and
 - (B) the interest of the owner of an individual housing unit in the common areas and improvements of a multi-family housing facility;
- (6) "multi-family housing facility" means a residential horizontal property regime organized under AS 34.07, a residential condominium organized under AS 34.08, and a residential cooperative organized under AS 10.15;
- (7) "remodel" means a change to a dwelling if the change has a value that is more than 25 percent of the value of the structure being changed;
- (8) "serve" means to deliver by personal service or by certified mail, return receipt requested, to the last known address of the addressee.



Common Warranty Questions and Concerns

Common Warranty Questions and Concerns

Q: What do I do about sink stains?

A: Any stains noted on the walk-through or D.O.A. forms will be repaired by the builder. All stains occurring after the D.O.A. are the homeowner's responsibility.

Q: My driveway isn't smooth.

A: Asphalt will not remain totally flat due to changes in sub-surface soil conditions related to ground settlement and frost heaving.

Q: Light has burned out.

A: Burned-out light bulbs are the homeowner's responsibility.

Q: I have a bird nest/bee hive on or around the house.

A: This is an act of nature and therefore the homeowner's responsibility.

Q: Backsplash is pulling away from the wall.

A: This is a normal occurrence in cold climates due to drying and shrinkage of wall studs. See contractor for more information.

Q: My front/back decks are uneven.

A: Due to settlement, the decks may need periodic adjustment.

Q: Vents for bath fans (or dryer) don't close completely and/or make noise on windy days.

A: This is typical. They are built to industry standards.

Q: My door sweep is coming apart.

A: It is a homeowner's responsibility to adjust the threshold between seasons and keep objects out of the path of the door swing.

Q: Poor seal under the door.

A: It is a homeowner's responsibility to adjust the threshold up or down.

Q: Why do I have cracks where walls and ceiling meet?

A: Truss uplift is a common occurrence in cold climates. See contractor for more information.

Q: Why do I have exposed foundation walls?

A: Code requires a separation between the dirt and siding. In cases where the elevation changes, there may be more.

Q: Why doesn't my hot water heater get as hot as in older homes?

A: Recent code changes have required hot water heaters to be set to maximum temperatures to protect younger children from being burned. Shower valves are also equipped with a temperature-regulating device.

Q: Smell of sewer gas inside or outside.

A: Inside: see Section 6 for possible deficiency. Outside, the waste system is designed to vent these gas smells to the roof, where they can dissipate.

Occasionally, atmospheric conditions allow this smell to be sensed at ground level. This cannot be corrected or anticipated.



Warranty Service Request Form

Warranty Service Request Form

With the exception of emergencies (loss of electricity, loss of heat, loss of water, gas leaks, etc.) all requests for service must be submitted to Spinell Homes in writing. We will contact you to schedule an inspection appointment. Appointments are scheduled between 8:30 a.m. and 5:00 p.m. Monday through Friday. Spinell Homes must have access to the property to inspect and complete necessary repairs. Please be available or leave a key in the key box. In the event of an emergency reference the Spinell Homes Warranty and Standards Agreement.

Name: _____ Date: _____

Address: _____ Lot/Block: _____

Home: _____ Subdivision: _____

His Cell Phone: _____ Plan: _____

His Work Phone: _____ Closing Date: _____

Her Cell Phone: _____ Her Work Phone: _____

Email Address: _____

Service Requested	Action Taken (To be completed by Spinell Homes)
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____
9. _____	_____
10. _____	_____
11. _____	_____
12. _____	_____
13. _____	_____
14. _____	_____
15. _____	_____
16. _____	_____
17. _____	_____
Comments: _____	_____
_____	_____

☐ Key Box Code (?) _____

☐ Initial Authorization to Enter _____

Homeowners Signature _____



Caring for Your New Home

Caring for Your New Home

Your Spinell home has been built with modern materials and craftsmanship and designed with your family's comfort in mind. Your new home will require regular preventative maintenance on your part to preserve its beauty and value and to prevent costly repairs and replacements later. This preventative maintenance should begin the day you move into your Spinell home. Often a minor adjustment or repair done by you can save a more serious, time-consuming and sometimes costly repair.

Spinell Homes has prepared this helpful guide to help you maintain your home. In addition to valuable product information, you will find a few "Helpful Hints" that will guide you in doing preventative maintenance on your Spinell home.

It is possible that all the features and items discussed in this maintenance guide are not present in your home. Also, your home could have features and items that are not covered in this guide. Please consult a Spinell Homes representative for questions relating to items not included in this guide.

Please take the time to read the literature provided by the manufacturers of consumer products and other items in your home. Although much of the information may be familiar to you, it may be significantly different from homes you owned in the past. The information contained in that material may be repeated here.

Helpful Tools

You will need a few basic tools and supplies to keep your home "like new." At the minimum, we suggest you have:

- Medium sized wrench
- Standard pliers
- Screwdrivers – small, medium, large and Phillips head
- Claw hammer
- Hand saw
- Assorted bolts, nails and screws
- Duct and electrical tape
- Razor and putty knife
- Quality interior and exterior paintable caulking
- Orange peel drywall texture
- Matching interior and exterior paint
- Different sized paint brushes
- Sandpaper – medium and fine grit
- 6-foot ladder
- Tape measure
- Flashlight
- Fire extinguisher
- First aid kit
- Felt pad for underneath furniture legs to protect flooring

Should a problem occur during your warranty coverage period, and cannot be solved by the maintenance information provided within this guide, contact Spinell Homes. Other courses of action may affect your coverage under the terms of the Spinell Homes Warranty and Standards Agreement.

Appliances (Kitchen)

You're provided with instruction manuals for your new electrical and gas kitchen appliances. Look through them carefully. Fill out and mail any return postcards necessary to record warranties.

Should you require service on any of your new appliances, please contact the following company directly to arrange for an appointment.

Spenard Builders Supply
4412 Lois Drive
Anchorage, AK 99517
(907) 261-9250

If you are unsure about who should resolve an appliance problem, the appliance company or the installer, contact Spinell Homes to help you determine responsibility.

Helpful Hint:

- Before calling for service, always check the electrical breakers to make sure they are reset for that electrical zone. For gas appliances, be sure that the gas is turned on at the valve.

Asphalt Driveways

The liquid asphalt in blacktop needs time to harden and cure, usually 6-12 months. During this time the driveway will remain soft and pliable. You may walk on your new driveway immediately. Try to keep automobile traffic off it at least 5-10 full days (longer in hotter temperatures). Even after the blacktop has cured, do not expect it to be as hard as concrete.

Your new blacktop will soften and harden as temperatures rise and fall. Watering down your driveway with a hose on hot days will cool and temporarily harden the blacktop. This may be helpful but is not mandatory. If soapsuds should appear do not be alarmed. This is caused by a reaction between the diesel fuel found in blacktop and a high chlorine content sometimes found in water.

Every effort is made to eliminate puddles in your driveway; some puddles however are inevitable. Small puddles may appear due to the natural drainage and slope of the lot.

Blacktop may be scarred when automobiles start out too fast, pull out too quickly, or are just driven too fast. Drive slowly on the blacktop to minimize scarring. To avoid grooves or sinkholes do not park in the same spot every time. Do not turn the steering wheel back and forth when your car is not running.

Depressions will be made in the blacktop from excessive weight. Avoid using jack stands or car ramps unless a piece of plywood is placed underneath them to distribute the weight. Keep heavy vehicles off your driveway. Use a piece of plywood under the tongue jack and tires of campers or trailers when storing (them) on asphalt.

Kickstands, lawn chairs and even high heels that exert weight on concentrated areas can create holes in your driveway. The asphalt is especially vulnerable in warmer months.

The edges are the weakest point on the driveway due to lack of side support. Edges will crack and crumble in time, avoid driving on the edges. You may wish to support the edges with topsoil.

The driveway may appear smoother in some areas due to the various sizes of stone, sand, liquid asphalt and other ingredients that cause a variety of textures. Areas that are raked and spread with hand tools will appear different than those spread by a machine.

Avoid spilling gasoline, oil, anti-freeze or any other automotive fluids on the driveway. These substances may compromise the liquid asphalt and cause a hole or soft spot. Any hole that is left by these spills should be filled with a cold patch. Small hairline cracks will develop over the winter due to the contraction and expansion of the ground and should be filled with crack filler. You can purchase these products from your local building supply store.

The blacktop is naturally porous therefore water can seep into and through the paving. To help slow deterioration you may wish to seal coat after the driveway has been paved. Be careful to allow time for the asphalt to cure, do not seal it too soon. Sealer protects the blacktop with a coating that is impervious to harmful elements. Unprotected driveways remain porous, dry out, become rough and lose life rapidly. Follow the manufacturer's suggested use on when to seal the driveway and how often.



Cabinets and Vanities

Your kitchen cabinets and bathroom vanities are factory finished and should be cared for much the same as fine wood furniture. Never clean them with harsh abrasives. You can enhance and preserve the rich wood grain finish by using a periodic application of paste wax.

Scratches, which may result from normal use, can usually be touched up with a wood oil finish, which can be purchased at most hardware stores. Cabinet and vanity hardware will loosen with repeated use, periodically tighten the hardware as needed.

For any warping problem, please contact Spinell Homes at the 11th month warranty period and we will inspect for warping.

Carpet

The floors in the primary living areas of your Spinell home have been covered with professionally installed carpet, per your selection.

All carpet comes from the mill in standard 12-foot widths. Every effort has been made to limit the number of seams and locate them as unobtrusively as possible. However, seaming is unavoidable. Some grades, brands or colors of carpeting may show seams more readily than others may. This is not necessarily a reflection on the quality of carpet you have selected.

After the initial installation of the new carpet, you will notice excess yarn will appear on the carpet surface – this is normal. Do not be concerned, this will dissipate after repeated vacuuming.

Helpful Hints:

- Have your carpet professionally cleaned (the frequency of cleaning depends on the type of yarn, color and traffic the room receives).
- You should consult a carpet supplier for information on specific types of stains before attempting any type of spot removal.
- Consult with the carpet manufacturer if you intend to shampoo using water (some manufacturers will advise against this procedure).

Caulk (Exterior and Interior)

Caulk has been applied to your home around doors, windows, exterior vents, gas piping, etc. Interior caulk has been applied around tubs, sinks, tops, thresholds, etc. Even properly installed caulk will shrink and show surface cracks due to settlement, expansion and contraction.

Check the interior and exterior caulking around the house at least once per year and re-caulk as necessary. Select a high quality brand. Some are paintable and others are not.

It will be necessary for you to re-caulk the areas mentioned. This procedure is a normal occurrence and should not be considered a defect under the terms of your warranty.

Ceramic Floor and Wall Tile

The ceramic tile used in various rooms of your new home provides a durable and decorative covering for floors and walls. Cracks in grouting of ceramic tile joints are common due to normal shrinkage conditions. Shade and/or color variation is inherent in all fired clay products and grout.

Ceramic tile floors are generally easy to maintain. To keep them looking like new, just wipe with a wet cloth and wet mop from time to time. Abrasive cleaners should not be used to clean tile surfaces because they can

cause surface scratching. The grout used between ceramic tiles can be cleaned using a brush and mild cleanser (also see “Grout” in this section).

Care should be taken to avoid damage to the tiles by securing shower rods too tightly on bath walls and/or dropping heavy objects on floor surfaces. Such occurrences can result in cracked and broken tiles. Stiletto or spike heels will damage slate and ceramic floors. Remove shoes to avoid this type of damage.

Concrete Foundations and Areas

Concrete, by the very nature of the material will crack. To date, no known prevention has been found for this problem. The major reason for concrete cracking is settlement. Also, the expansion and contraction of concrete surfaces due to temperature changes during the year can cause cracking. Spinell Homes does provide contraction and expansion joints in the concrete in an effort to minimize and control the cracks. However, we have no control over factors such as severe frost, settlement and aggravation from the use of salt and/or other deicing chemicals. Even though you may not use these chemicals yourself, they do get tracked in from the public streets, causing surface problems on concrete.

Avoid the use of salt or deicing chemicals in the winter months. Use only plain sand for deicing. For further protection against the effects of those chemicals, apply a quality seal coat material to exterior concrete surfaces on an annual basis.

In the event a foundation crack allows the entry of water to the inside of your home, notify Spinell Homes immediately. We will notify you of the type of action to be taken to correct this situation.

In the future, if you decide to pour a patio at your home, ensure that the drainage water will not infiltrate the basement over the foundation or through the basement window wells.

Water seepage into your basement may become a problem as snow melts or during prolonged periods of rain. To prevent undue damage, we suggest the following:
Do not leave valuable items on the floor of your basement or in your crawl space.
Make sure to check your sump pump regularly to ensure proper operation and that the sump pit is clean and free of bacteria (add 2 oz. Clorox Bleach periodically).
Remove snow from all window wells.

Make sure escape windows and all window drains are unobstructed.
As snow melts, make sure that all downspouts are directed away from the foundation.

It may take some time for concrete to cure (dry out). During this period, it is not unusual to see dark spots appear in the concrete surface (especially during very humid weather).

A concrete sealer (available at any home care store) will make an unpainted concrete floor easier to keep clean. Follow the manufacturer's direction for cleaning after the sealer has been applied.

Countertops (Laminate)

The laminated countertops used in your home are made of top quality plastic laminate materials. Because these products are a sheet of very hard plastic laminated to a wooden base, you must be careful not to disturb the bond between the wood and the plastic. For this reason, always be sure to use a hot pad (trivets or asbestos lined hot pads) for anything that is likely to exceed 250 degrees in temperature. Anything coming directly off a burner or from the oven will be much too hot to place directly on the plastic surface. Also, please remember that laminate tops are not scratch proof.

Here are some of the maintenance procedures for maintaining the beauty – and prolonging

the life – of your laminate countertops:

- Most spots, glass rings, etc. will usually wipe clean with a damp cloth and mild soap. For more stubborn stains, we recommend a spray cleaner. Be careful of the inks used in marking grocery products, especially meat and produce. They are often indelible and can be extremely difficult to remove. Newspaper ink can also produce an indelible stain. When you clean your countertops, do not use any type of abrasive cleaners.
- Never cut items directly on the countertop. Countertops will scratch and knife marks can become unsightly hiding places for dirt and bacteria.
- Countertops are not constructed for sitting. Excessive weight can cause warping; drawer malfunction and even cause the top to pull away from the wall.
- To prevent leaks, be certain to monitor the condition of all caulking at countertops and redo if separation or shrinkage occurs.
- Keep your countertops clear of excessive or standing water.

Countertops (Granite)

The most important facet of understanding your granite countertops is that it is a porous material. Any natural stone has characteristics and must be understood to ensure the beauty of the stone. Porous simply means it can be penetrated by water, oils, grease and chemicals. Use a nontoxic sealer to resist all types of stains. This must be resealed annually. Most hardware stores carry stone sealers. You simply wipe with a soft cloth, let it soak in for 15 minutes, wipe off excess and then you are done. It is important to clean all spills and keep unwrapped foods from being on the tops for extended periods of time as oils and minerals can eventually work through the sealer and can stain your top. Under normal conditions this is never a problem. An example would be to leave on vacation with a grease spot on the granite surface. Scratches on countertops are always a concern for homeowners and under normal use granite resists scratches better than any other surface on the market. Obviously, if someone intended to scratch the surface it can be done but with normal cutting and food preparation your granite tops will last a lifetime.

Regular Maintenance & Cleaning

If your granite darkens when it is wet, do not be alarmed. It will return to its original color when the water evaporates. The safest way to clean your granite tops is to use products designed specifically for stone. Cleaners and disinfectants of this type are neutral on the acid scale, so they pose no risk of hurting the polish. Dish soap and water will work to clean your tops, as will spray cleaners such as Windex. Avoid anything that contains bleach or any wipe or cleaners that have grit in them. If you want to avoid water streaking while cleaning you must wipe your tops until they are completely dry. If lime build up occurs around your faucet do not use lime removal products. Gently scraping the lime off with a straight razor is the best solution.

Helpful Hints:

- Avoiding scratches: Granite is a quartz based material and can therefore be scratched by quartz or anything harder. Knives will not scratch granite, although cutting on your countertops is not recommended as your knives will dull very quickly. Diamonds will scratch granite. Removing diamond rings before cooking is recommended. Certain stoneware dishes contain rough silica and pose a risk of scratching. Some pizza-stones will scratch granite if they are spun around while cutting the pizza. If you use a marble cutting board make sure the rubber or plastic feet remain secure. If the marble ends up rubbing on granite this does pose a scratching risk.
- Avoiding Chips: Chips in granite are not a common occurrence. When they do happen, chips are most often caused by banging something into the edge of the countertop. Heavy pots/pans and the bottoms of large bottles do most of the damage. Take care when you handle them around your granite. If a chip does occur and you find the piece that chipped out, save it. Most of the time it can be epoxied back into place.

- Sealing Granite is simple: The clear sealers are applied with a cotton rag and simply rubbed into the surface. Often it only needs to be done once a year. Sealing granite is by no means a hardship and it takes just a few moments of your time. It is a very small price to pay for the beauty and durability you get with a granite top.
- Do clean the surface with mild detergent, stone soap or specialty cleaner and a soft clean cloth.
- Do rinse surfaces thoroughly after cleaning them dry with a soft clean cloth.
- Do blot up spills with a paper towel immediately.
- Don't use vinegar, lemon or other cleaners such as bathroom, grout or tile, and tub cleaners. Cleaners that contain abrasives.

Crawl Spaces

Slight dampness may be experienced in the crawl space. Landscaping that is correctly installed will prevent excessive amounts of water from entering the crawl space. Report any large amounts of unexplained standing water to Spinell Homes.

Crawl space ventilation fans should be left running at all times to ventilate your home properly.

Decks, Stoops, Porches

Your new Spinell home may feature Trex decks, stoops on walk surfaces only. Do not install heavy equipment or nail anything to your deck. Any hole caused by installation could allow water to enter your home and cause damage. Any damage would be your responsibility.

Doors

Most door problems can be handled with minimum maintenance procedures. Sticking caused by shrinkage and swelling (especially during summer humidity) is the most common problem with doors, and it is a common characteristic in new homes.

Interior doors, by-pass and bi-folds often stick or warp due to various weather conditions. Interior panel doors may show raw wood if panels shrink more than the frame. Exterior doors will warp to some degree due to a temperature differential between inside and outside surfaces. Winter conditions may change the moisture content of wood doors, causing temporary warping. These conditions are normal.

Helpful Hints:

- To maintain a good seal, you will need to periodically adjust the weather stripping on your exterior doors. You can do this easily by running a screwdriver firmly up and down the groove in the weather stripping.
- A well-sealed door should be somewhat hard to open and close. A slight air crack is normal. Sometimes a hard wind may cause howling. Adjusting as mentioned above will solve the problem, unless winds are very strong.
- Whenever you paint the house or trim, also paint (or stain) the exterior doors. Natural finish doors require more frequent re-coating.
- Many exterior doors are equipped with adjustable thresholds. These are easily adjusted as the seasons and humidity change.
- If bi-fold or sliding doors stick, check the track and remove any dirt or grit. Occasional application of silicone spray will enable doors to slide easily and prolong their life.



Drains

Each plumbing fixture in your home has a J-shaped pipe designed to provide a water barrier between your home and the odor of sewer gas. The trap holds water, which keeps airborne bacteria and the odor of sewer gas from entering your home.

If you seldom use a fixture, turn it on at regular intervals to replace evaporating water and keep the barrier intact. Because of their shape, traps are the points where drains are most likely to become clogged.

Bathtub, Sink and Shower Drains

If a drain in these fixtures becomes clogged, first use a plunger. Be sure the rubber cup covers the drain opening and that the water comes up well over the cup edge. Working the plunger up and down rhythmically 10 or 20 times in succession will build up pressure in the pipe and be more effective than sporadic separate plunges. Be sure to plug the overflow outlet, if there is one, with a piece of old cloth, and close the other drain when working on a double sink.

If the plunger does not solve the problem, use a plumber's snake (these can be rented or purchased at a hardware, rental yard or home care store). Always turn the handle of the snake in the same direction when removing it as you did when inserting it. This will prevent matter attached to the snake from coming loose before the snake is removed.

Helpful Hints:

- If a plunger or snake can partially open a drain, often hot water (no hotter than 140 degrees for plastic pipe) will finish the job. If not, open the trap, putting a bucket or pan under it to catch the water. A piece of wire may help dislodge the blockage. The snake can also be run at this point.
- Although it is sold commercially as a drain cleaner, never use caustic soda to open a drain. It will combine with the grease from soap or food wastes to form an insoluble compound.
- Potash lye or caustic potash may help finish opening a drain, but never use them on a completely stopped up drain. They may take as long as overnight to work, and if you have opened the trap, the chemicals would be a hazard.
- To avoid stopped up drains, never pour grease into a drain or toilet. Ordinary washing soda (not baking soda) added to a drain on a regular basis will help keep it clear of grease from soap and cooking utensils. Run hot water through the drain, turn off the water, add 3 tablespoons of washing soda and follow it with just enough hot water to wash it down the drain opening. Let it set for 15 minutes and run more hot water.

CAUTION: Because potash lye and caustic potash are highly corrosive, always pour them slowly into the drain to keep them from splattering. Never pour water into the chemicals. Wear old clothes, rubber gloves and goggles or safety glasses. Never use a plunger after chemicals have been added to a drain, as the water may splash and cause an injury or damage nearby surfaces. Always follow label directions.

Drywall (Walls and Ceilings)

The interior walls of your home have been constructed of gypsum wallboard (drywall). Slight imperfections such as shrinkage, settlement cracks, a slight lifting of baseboards, nail pops and/or seam lines do appear during the drying and settling process of your home. This is a normal condition of the drywall construction.

Also, please note that "critical lighting," which is artificial or natural lighting that strikes the glossy drywall surface at an oblique angle, will accentuate even the slightest surface variations. Often additional patching, painting or other applications cannot improve this condition.

No attempt should be made to repair these occurrences in the drywall until your home has gone through the drying and settling period. This is usually after 11 months.

Spinell Homes will, one-time during the one-year warranty period, repair drywall cracks. It is to your benefit to wait until your 11th month inspection to note these cracks for repair. Spinell will re-paint those repairs with the original paint color. We cannot guarantee the color will match.

Electrical

Your electrical system was created from approved components, installed to rigid specifications and inspected by the local building department.

The wiring of your new home meets the code requirements and safety standards for the normal use of electrical appliances. Ordinarily, small appliances, which require your personal attendance for their operations, may be plugged into any electrical receptacle without fear of overloading a circuit. However, the use of larger appliances, or the use of too many appliances on the same circuit, may cause an overload of the circuit and trip a breaker.

The wiring and equipment in your home are protected by circuit breakers. They are the safety valves of your home's electrical system. The circuit breaker panel may be located on an outside wall of your home near the electric meter, usually in the utility room or in the garage.

Master Circuit Breaker

Your home has a main breaker that is located at the meter base and a circuit breaker panel for the circuits in your home. The main breaker is generally located outside at the rear or side elevation of the house in the meter base. When the master circuit breaker is tripped, the electricity to the entire home is shut off.

Electrical Outlets

Three-holed grounded receptacles are standard in your home. The receptacle will accept normal, two prong, plugs. Please note that wall switches may control some outlets.

Ground Fault Interrupter (GFI) Electrical Outlets

These are special circuit breakers that are designed to break the flow of electricity in the event of a short circuit and prevent dangerous electrical shock. These electrical safety devices are installed in bathrooms and other selected areas. They may be tripped by an electrical short – as well as moisture – and should be checked during an electrical failure.

GFI Troubleshooting

If any receptacle on a GFI circuit collects any moisture, as it may after a rain or during a period of high humidity, the receptacle may "trip" and automatically shut off all power. If this happens, the power will remain off until the receptacle dries and is reset by you. The receptacle cannot be reset until it dries.

Circuit Breakers

First switching the breaker to FULL OFF and then back to FULL ON may reset circuit breakers. It is uncommon for circuit breakers to trip.

Arc Circuit Breakers

Arc Circuit Breakers are installed in the main electrical panel to control bedroom circuits. They are very sensitive and will trip if they sense any short (or "arc") caused by a faulty small appliance or fixture.



Transfer Switch

Your transfer switch is designed for switching from utility power to generator power. Installed is a 100-amp transfer switch. Installation of a cord can be done to match your generator. Caution should be used on the amount of current produced by the generator.

A manual load shed can be done by turning breakers that are not needed to the OFF position.

Approximate loads for lighting and appliances can be given to you upon request.

When a power outage occurs:

- Start the generator
- Turn the transfer switch to the "OFF" (center) position
- Plug in the cord from the generator to the transfer switch
- Turn off all light switches and appliances
- Place the transfer switch to the generator (down) position
- Your power source is now ready to use

If you notice any problems while using your generator, turn it off and call an electrician.

Power Failures

In the event of a loss of electrical power in your home, follow these steps:

- Step 1: If the power loss is in just one area of your home, chances are an individual circuit breaker has turned off. Unplug any appliances in the area that are without power and turn other appliances off as well. Check the circuit breaker and, if necessary, reset it. Plug your appliances back in. If the circuit breaker fails repeatedly, you have either a short circuit in one of your appliances or a short circuit in the electrical system in your home. DO NOT ATTEMPT FURTHER REPAIR. Call a licensed electrician or Spinell Homes if your home is still covered under the one-year warranty.
- Step 2: If electrical power is lost throughout your home, first check to see if your neighbors are without power. If the outage is neighborhood wide, contact the electric company. If just your home's power is out, check the master circuit breaker. If the master circuit breaker is tripped, reset it. To reset, turn all breakers off, turn the master breaker on, and then turn the other breakers on one by one.
- Step 3: If the master circuit breaker trips repeatedly, refer the problem to a licensed electrician.

Electrical Troubleshooting

If electrical outlets won't work, make certain the circuit breaker has not been tripped. If so, reset it. If not, make sure the outlet is not one controlled by a wall switch that is in the OFF position.

If individual ceiling lights or lamps do not come on, check the bulb in another fixture. If the bulb is good, check the circuit breaker to see if it is tripped and reset if necessary. Also, check for wall switches that may be turned OFF.

If an outlet sparks when plugged into, be certain the appliance is OFF before plugging in. If it still sparks, try another outlet. If you get sparks from a second outlet, the problem is usually the appliance cord. If you do not get sparks, have the receptacle inspected. Please note that sparks from wall switches should be checked by an electrician.

If a wall switch or receptacle is hot to the touch, immediately trip the circuit breaker serving that fixture and contact an electrician.

Helpful Hint:

- Spinell Homes highly recommends that you consult a licensed electrician to make any changes or additions to your electrical system. A permit may be required.

CAUTION: Respect your electrical system. Do not insert metal objects into wall outlets. Use child safety covers (available at grocery and hardware stores) for outlets that are accessible to small children.

Exterior Lights

The exterior lights on your home can have antique brass, polished brass or painted finishes.

Helpful Hint:

- Replace the light bulbs with the same wattage bulb as those that were originally installed in the fixture.
- Protect the brass finish with a wax or protectant product to avoid corrosion and discoloration.
- Replacement globes can be purchased at home centers, lighting and hardware stores.
- Brass fixtures will tarnish in time and are not warranted by Spinell Homes.

Exterior Siding

The exterior siding which protects your home from elements can be comprised of Texture 1-11 (T-1-11), Oriented Strand Board (OSB) and Lap Siding, in any combination.

Helpful Hint:

- Avoid sprinklers that splash water on the siding or the exterior product.
- Water from roofs and gutters should be diverted away from siding or exterior product.
- Avoid direct contact of shrubs, trees and plants to the home.
- When landscaping, maintain a minimum of 4-inch ground-to-siding clearance around the home.
- Keep the painted surface free of mold, mildew and algae.
- Repaint the exterior product before the paint fails.

Fencing

If you elect to add a fence to your property, employ a professional fencing contractor. In this regard, it is your responsibility to locate the property lines and have the fencing installed according to local building codes and your Conditions, Covenants and Restrictions or your Homeowner's Association. Before fencing is installed, refer any questions to local building authorities and your Homeowner's Association for approval. Check with your Homeowner's Association before changing the fencing in any way.

The fencing around your home must be of the type and in the location mandated by local ordinances and/or approved landscaping plans. It will need regular maintenance. Do not allow sprinklers to spray fences and other exterior surfaces.

Fencing made of wood, usually cedar posts, is an attractive and popular choice. The natural finish of wood fencing can be preserved by regular applications of a deck or wood sealer. If your wood fence is painted, re-paint as necessary.

Wrought iron fencing is subject to rusting if it is not maintained properly. Use touch up paint on nicks and scratches every couple of months or as needed. Areas with obvious rust should be sanded and repainted with water-resistant primer and paint immediately. Repaint every one or two years. The frequency of maintenance depends on the exposure to sunlight and dampness.

Do not let water stand around fence posts.



Fiberglass Tubs and Shower Bases

If fiberglass tubs and shower bases are installed in your Spinell home here are some ways to keep them looking like new.

Helpful Hints:

- Avoid using abrasive cleaners that will scratch the surface.
- For normal cleaning, use warm water and liquid detergent, such as Dow, Lysol or Mr. Clean bathroom cleaners, with sponge, nylon, polyethylene or cotton cleaning pads. Do not use abrasive cleaners, scouring pads, steel wool or scrapers.
- For an extra sparkle – against mild grime, smear the entire surface area with a water paste using baking soda, such as Arm & Hammer. Allow effervescing for a few hours and rinse with warm water.
- For stubborn stains, use a non-abrasive cleaner, such as Spic & Span. Sponge the area with the cleaner, allow it to stand for an hour and rinse with warm water.
- For extra deep stains, use hydrogen peroxide bleach from your local drug store, soaked onto white cotton rags and applied to the deep dark stains throughout. Note: Wear rubber gloves and avoid contact with eyes, skin, clothing, rugs and furnishings.
- Avoid dropping objects on fiberglass surfaces or striking the surfaces with sharp objects; chipping or cracking could result.
- For heavy soap deposits, use a regular solution from your local drug store, and apply with sponge until soap disappears. Afterward, rinse thoroughly with warm water.
- For scratches and dull areas, rub vigorously with automotive rubbing compound and a white cotton rag. Then buff vigorously with a carnauba based wax. If done twice per year, this will maintain a lustrous finish after cleaning as above.

Fireplaces

Wood Burning

You may have a wood-burning fireplace installed in your home. Some wood burning fireplaces are for ambiance, and warmth, others are designed to be a supplemental or backup source of heat for your home. Before you start your first fire, be sure to carefully read the care and operations manual provided by the installer. Failure to follow these suggestions may result in hazardous operation or fireplace malfunction, creating a serious potential for personal injury and/or property damage.

Helpful Hints

- Use solid wood only for fuel. It is best to use dry and well-seasoned hardwood. DO NOT use treated wood, artificial wax base logs, charcoal, coal, trash, driftwood or woods that have been dipped in tar, pitch, creosote, etc. Wood products made with synthetic binders, such as plywood, produce abnormally high temperatures and sputtering, smoking fires.
- NEVER use gasoline, gasoline type lantern fuel, kerosene, charcoal lighter fluid or similar liquids to start or “freshen up” a fire in this fireplace. Keep all flammable liquids a safe distance from the fireplace.
- Keep the chimney damper open while any fire or smoldering embers are present. Keep the protective mesh screens closed when enjoying a fire to keep sparks and embers inside the firebox.
- Do not allow combustible furniture or decorative pillows within 36 inches of the fireplace.
- Never leave your fireplace unattended while it’s burning.

- Be careful when adding wood to an existing fire. Use fireplace tools for safe handling.
- Remember heavy logs may cause damage to the bottom refractory.
- NEVER modify your fireplace in any way.
- If your fireplace is equipped with a gas line, decorative gas log sets may be purchased and should be installed by a licensed professional in accordance with local codes.
- Always ensure that an adequate supply of replacement combustion air from the outside of the house is accessible to the fire to support normal combustion. Fireplaces consume large volumes of air during the normal combustion process.
- YOUR FIREPLACE IS NOT INTENDED TO HEAT YOUR ENTIRE HOME.
- Periodically have a qualified technician clean the chimney.

Direct Vent Decorative Gas Appliances

Direct vent or gas fireplaces offer a safe, environmentally conscious alternative to a wood-burning fireplace. Gas fireplaces provide an ideal situation for homeowners with health issues, environmentalists or those who simply desire "less mess." A gas fireplace does however require some additional care and maintenance. Please be aware that direct vent gas fireplace have a curing/burn off period where odors and smoke will emit for several hours and in some cases a day or two. This curing process needs to be done with the optional blower (if installed) turned off during this time. After a few weeks of operation, the inside of the glass should be cleaned, as the curing process is a bit corrosive to the glass. Please review the user guide. Along with the suggestions above we wish to include these

Helpful Hints

- No smoke or soot should be present after the curing/burn off period, a qualified professional technician should perform all adjustments.
- Do not use abrasive cleaners on the glass panels, and never attempt to clean the glass when hot.
- Use caution around the glass panel, the appliance utilizes ceramic glass which may shatter unexpectedly if struck by an object.
- High surface temperatures are present. Use caution to avoid burns or clothing ignition.
- The appliance and venting system should be inspected annually by a qualified service technician.
- Turn off gas and electrical power before servicing the appliance.
- If you smell gas immediately:
 - Extinguish any open flame.
 - Open windows.
 - Do not light any appliances.
 - Do not touch any electrical switches.
 - Do not use any phone in your building.
 - Immediately call your gas supplier from a neighbor's phone.
 - If you can't reach the gas company, call the fire department.



For maximum enjoyment of your fireplace, be sure to carefully read all information and operating instructions provided with the appliances.

Garbage Disposal

This product is designed to dispose of normal household food waste. Inserting materials other than food waste into the disposal can cause personal injury and/or property damage. To reduce the risk of injury, do not use the sink containing the disposal for purposes other than food preparation (such as baby bathing or washing hair).

Most disposals have a reset button that works in much the same way as a circuit breaker. Should the disposal become overloaded with a substance it cannot grind, it will shut itself off. If this happens, turn the switch to OFF, remove the substance obstructing the disposal's operation, wait about three minutes, push the reset button (see your instruction manual for the location of the reset button), and turn the switch ON.

If the disposal still does not start, turn it off again and check to see if you have tripped a circuit breaker. If the circuit breaker has not interrupted the flow of current, trip the circuit breaker then turn the rotating plate in the disposal until it turns freely. Restore the current, push the reset button again and turn the disposal on.

Some disposals come with a special wrench that can be inserted in a hole in the bottom of the disposal (under the sink). Others have a two-pronged wrench that fits in the top of the circulating plate. Turning the wrench a couple of times will usually loosen the material enough so that the disposal will turn. Make sure the disposal switch is in the off position, or the unit is unplugged, before using the wrench.

Helpful Hints:

- When grinding greasy substances, use plenty of cold water. Always use cold water when the disposal is on. Should the drain become clogged, do not put chemicals down the disposal.
- Avoid putting large amounts of fibrous material (banana peels, potato skins, celery waste or cornhusks, etc.) down your disposal.
- Do not put the following into the disposal: paints, solvents, household cleaners/chemicals or automotive fluids.
- Replace anti-splash baffle when worn to help prevent entry or ejection of material and splashing water.
- Do grind hard material such as small bones and fruit pits to clean inside the grind chamber.
- Don't turn off water or disposal until grinding is completed and only the sound of the motor and water running can be heard.
- Over time, food particles may accumulate in the grind chamber and baffle. An odor from the disposal is usually a sign of grease and food build up. This buildup can be caused by insufficient water flow during and after disposal use. To clean the disposal:
 - Turn off disposal and disconnect power supply.
 - Reach through the sink opening and clean underside of splash baffle and inside upper lip of grind chamber with scouring pad.
 - Place stopper in the sink opening and fill the sink halfway with warm water.
 - Mix ¼ cup baking soda with water. Turn disposal on and remove stopper from the sink at the same time to wash away loose particles.

CAUTION: BE ABSOLUTELY SURE THE CIRCUIT BREAKER IS OFF before inserting your hand to remove material when the disposal is stalled. Also, be absolutely sure it is off before using the wrench or a broomstick. **SERIOUS INJURY MAY OCCUR.** Supervise operation in the presence of children.

Grout

Grout is the porous material you will find between your ceramic floor tiles, fireplace tiles, countertops or around tubs and showers in your Spinell home.

The grout should be inspected periodically for cracks and holes. If either is present, the area should be re-grouted or caulked. If it is not, water could cause the tiles to loosen.

Minor separation and looseness of ceramic tile grout where it is joined with other materials is inevitable. This is caused by the normal expansion and contraction of these materials. Repairs are a function of normal home maintenance.

Routine scrubbing of the grout with a 50% white vinegar and water solution will keep it clean and fresh. Strong cleaners such as Lysol can stain the grout.

Gutter and Downspout System

The gutter and downspout system on your new home is made of aluminum with a baked on enamel finish, finished per your selection.

Gutters and downspouts should be kept free of tree limbs, leaves, balls and other obstructions that may stop the system from functioning properly and which may, in time, cause leaks.

You should make sure that all downspouts are directed away from the building to eliminate pooling at the foundation, possibly causing a leak to the foundation. Do not fix the tipout portion of the downspout in the upright position because you may inadvertently cause water to accumulate next to your foundation.

The ground at the downspout location should be landscaped, allowing water to flow away from the foundation.

Also, it is not recommended that downspouts be connected to underground drains. Blockage or breakage may occur, causing water to be discharged in the area of the foundation.

Should you have drainage pipes connected to your downspouts, be sure the pipes are unobstructed and can carry water to existing swales. Any damage to your foundation as a result of buried drainage pipes is not covered under warranty.

Hardware

Quality hardware has been used throughout your home. Lock trim is factory treated with a clear protective coating applied to provide both durability and beauty. Optional brass hardware will gradually tarnish and take on an antique appearance.

Helpful Hints:

- Initial care requires periodic cleaning with mild non-abrasive soap and light buffing with a soft cloth.
- If peeling, spotting or discoloration occurs, you can restore the beauty by completely removing the remaining coating and hand polishing with a suitable brass polish.
- Applying a light coat of wax and buffing with a soft cloth will renew and maintain the luster of the brass surface.
- Normal usage may loosen screws secured to the door; periodic checking and tightening is a normal part of homeowner maintenance.

Hardwood Floors

You may have selected a prefinished parquet, strip or plank hardwood floor. Some characteristics of these products are:

- Streaks, spots and color variations
- An occasional unfilled pinworm hole
- Knots

If you selected unfinished or job-finished strip oak or parquet, there may be shade variations from piece to piece, as each piece will accept stain differently. The graining of wood will differ from piece to piece, and filled knot or wormholes may appear. These are characteristics that are prevalent in natural wood.

Helpful Hints:

- Clean your hardwood floors frequently. Sweep the floors and mop with a soft, dry mop or cloth. Do not use water or water-based cleaners.
- Do not permit water to stand on hardwood floors.
- Do not flood hardwood floors with water. This will cause stains, warping and the destruction of the flooring. Do not permit water or other liquids to stand on hardwood flooring. Wipe up spills immediately. Do not use water-based detergents, bleach or one-step floor cleaners on hardwood floors.
- Do not drag heavy appliances or furniture across hardwood flooring. Permanent scratches in the finish may result. High-heeled shoes can dent hardwood flooring.
- Waxing and buffing hardwood floors should be done according to manufacturer's instructions for materials and procedures. Consider having this done by a professional.
- Burns from cigarettes can be difficult or impossible to remove from your hardwood floors. Small burns can be removed by sanding lightly and staining with a commercial wood stain. Apply wax after the wood stain dries. Large burns should be referred to a flooring professional.

Heating

To ensure that your furnace keeps you nice and warm, you'll want to adhere to manufacturers' suggested procedures. Change the filter every month for the first year the furnace is in use. The cost of replacing the disposable filter is minimal. Filters can be purchased at the local hardware store.

After the first year, monitor your furnace closely and change the filter as needed. Keep the burner area free of any dirt and dust. Following these simple maintenance procedures will help keep your furnace in proper working order for many years to come.

Keys and Locks

Most exterior hardware comes finished with a sealant. Oftentimes this sealant can wear and tarnishing will occur. To minimize this condition, a regular cleaning and clear lacquer application will prolong the look of the hardware.

Passage door hardware in any home can work loose through use. Keep a careful watch to avoid excessive play in the door knob escutcheon plate. In the event a door knob or privacy lock should become inoperative, it is usually because looseness has allowed the interior mechanism to slip out of place. Removal and re-installation of the fixture (a simple process) will usually correct the problem. Doors with key-type hardware are more complicated and usually require the services of a locksmith.

Helpful Hint:

- Periodic application of powdered graphite or silicone spray to keyholes and lock mechanisms can help keep them operating smoothly.

Landscaping

If required, Spinell Homes will install landscaping in the "buffer zone" of the lot, per the requirements of the recorded plat. It is the homeowner's responsibility to water, fertilize and maintain the landscaping so that the yard will grow in properly.

Per approved Covenants, Conditions, and Restrictions, you may have a responsibility to install landscaping on your lot. The installation of such landscaping may have a governing time frame for installation. The requirements for landscaping may be outlined within the provisions of the Covenants, Conditions, and Restrictions, approved for your community.

Review the recorded plat before removing any natural vegetation from your lot. It is not uncommon for natural vegetation to be viewed as an intricate part of the landscaping for your home.

If funds have been held in escrow for landscaping at closing, these funds will not be released until the landscaping has been completed.

Lift Stations

Lift stations are installed when your septic system drainfield is higher than your tank; or on a city system if any part of your home sits below the grade of the sewer line.

If you experience any sewage problems please contact A + Home Services, Inc. or Denali Sewer & Drain.

Lighting Fixtures

The lighting fixtures in your home are designed for standard wattage bulbs. To avoid excessive heat and potential damage, you should not exceed 60-watt bulbs in most enclosed fixtures. Always follow the manufacturer's wattage rating inside the fixture.

Marble

The cultured marble in your home is designed to be both durable and beautiful for years to come.

Remember marble is porous and readily absorbs liquids which means it can stain. Keep your marble (floors) dry and immediately wipe away any water or mud, etc. In order to prevent staining or dirt buildup. Clean regularly with warm water and a clear, non-abrasive, non-acidic soap. If your floor becomes dull, buff it with marbling rouge (available at your home care center store). Any alcohol will remove the polish from most marble surfaces.

Use only a mild liquid cleaning agent to clean marble vanity tops or tubs. Do not use abrasive cleaners on any marble surface. Abrasive cleaners may scratch and dull the surface.

Overhead Garage Doors

The overhead garage door on your new home is mounted with rollers and tension springs for easy operation. Garage doors do not seal against the elements in the same manner as other exterior doors, and may even show some light at the edges. It is not uncommon for water, snow and other small debris to enter at the edges. This is not considered a defective installation.



The door hardware does require periodic maintenance. You should oil the locking mechanism, pulley and rollers at least twice per year with a light oil or silicone spray. Due to the constant use of the garage doors, it is not uncommon for hardware to loosen over time. It is our recommendation that a periodic check and tightening of garage door hardware will greatly lengthen the life of your garage door. Do not attempt to adjust the spring tension above your garage door. This may cause serious injury.

Helpful Hints:

- When locking the door, you should step down on the lock plate to line up the locking mechanism to avoid damage to the lock.
- You may want to add a weather strip to seal edges tighter against the elements (most hardware stores carry this product).
- If you add a garage door opener, make the proper adjustment for tension and pressure.
- If you add a garage door opener, consider having it installed by the same contractor who installed your garage door. If you select another contractor, it may affect the garage door's warranty.

Painting (Interior)

Your walls and ceiling have been painted with a quality interior latex paint. The standard paint color is "Parisian Taupe" Behr Brand Paint. "Parisian Taupe" Behr Brand Paint on the walls and ceilings, "Standard White" Rodda Paint on the trim. *Note paint brand colors to be matched to the contractor's current supplier.

Touch up paint for your interior walls and ceilings was provided to you at the DOA. This paint should be used only on these surfaces – not on woodwork or doors, unless otherwise noted.

Also, if you elect to wallpaper after your first year, you must prepare all painted surfaces for wallpapering with an appropriate sizing material. This product can be purchased at any wallpaper, paint or hardware stores. Follow instructions on the container.

Failure to prepare your walls could result in the wallpaper not adhering to the surface – or the paper pulling the paint or the drywall surface material off the wall.

Painting (Exterior)

High quality oil-based paint, per your selection has been used on the exterior surfaces of your Spinell home.

Depending on climate exposure, some paints will fade – particularly dark colors, more than others will fade.

Please be aware that all oil-based paint is subject to yellowing. The action of the sun usually minimizes yellowing on exterior surfaces. Yellowing is caused by the natural drying and aging of the paint and by exposure to certain chemicals. White and light colors are more subject to yellowing than darker colors. Yellowing of oil-based paints is unavoidable in some areas. Because yellowing tends to take place over time and relatively evenly on given surfaces, it may not be noticeable until you use touch-up paint. Your paint store can assist you in selecting a touch-up paint that will be a close match for your yellowed paint.

Plumbing System and Fixtures

A licensed plumbing contractor has installed the plumbing system and fixtures in your new home. Each phase of construction has been inspected by Spinell representatives and has met all applicable requirements and plumbing standards in this area. Including the requirements for water-saving features on residential plumbing fixtures.

Your plumbing should serve you well for many years if properly cared for. To avoid major costly repairs, promptly take care of minor problems as soon as they occur.

Faucets/Fixtures

The plumbing system and fixtures in your Spinell home may be covered with polished brass, chromium or a combination of the two. The finishes are not covered by the Spinell Homes Warranty and Standards Agreement but may be covered by the manufacturer's warranty. These surfaces are resistant to water corrosion. However, the brass and chromium plating materials used are relatively soft, which means abrasive cleaners, scouring pads and tools can easily scratch them.

Helpful Hints:

- Clean your plumbing fixtures with warm soapy water and a soft cloth or sponge.
- Rinse with clear water and wipe dry to prevent spotting and soap buildup.
- If water is permitted to accumulate and stand at the base of your fixtures, corrosion and tarnishing can result, always wipe the area dry.
- Avoid excessive force when you turn your faucets on and off. The seals in the faucets can be damaged in a short time. Because they have moving parts, faucets are more likely than plumbing with no moving parts to require repair from time to time.

Aerators

To maintain your faucets, you will need to clean the aerators by soaking them in undiluted vinegar every three to four months. This attachment to the faucets allows air to the water to reduce splashing and use less water.

Faucet leaks

If a faucet leaks, usually you can fix it by replacing the washer. Be sure to turn off the water at the shut-off valve before repairing a faucet.

Exterior Faucets

Be sure to remove any garden hoses from the exterior sillcocks and turn the faucet off prior to temperatures falling below 32 degrees. Failure to do so will cause damage to the frost-proof type sillcock, as the frozen water will be forced back into the faucet as it expands.

Leaking Pipes

The copper and PVC pipes installed in your home should last the lifetime of the house. If your washing machine, dishwasher or other water using appliances seem to be leaking, check the trap to see that the drain is not clogged.

Preventing Frozen Water Pipes

These procedures are especially important if you should be going out of town during cold weather:

- Never turn the thermostat below 60 degrees.
- Ask a friend or neighbor to check your home at least once per day to make certain the furnace is working properly.
- Never leave your garage door open for extended periods of time in cold weather.

To Drain Water Lines

- Step 1: Turn sink, vanity faucets and shower heads on to about half flow (both hot and cold water).
- Step 2: Shut off the main water valve.



- Step 3: Leave all faucets on so that the lines are relieved of pressure, then flush all toilets.

Turning the Water Back On

- Step 1: Turn the water on at the main water valve. Allow water to run through faucets and shower heads for a couple of minutes to get the air out of the lines. Shut off all faucets. Toilets should fill up.
- Step 2: If you have a toilet, faucet or showerhead that does not have water coming through, you could have a frozen line. A plumber should be called as soon as possible. If left unattended, broken pipes could result.

In extremely cold conditions, vents can condense and the moisture can freeze on the inside of the pipe. If the temperatures stay low for a long time, the ice can eventually reach all the way across the pipe and seal the vent. This condition can cause the traps to siphon and let odors into the house through the drain lines. If a trap loses its water seal simply run water down the drain for a few seconds. Warmer temperatures melt the frost and eliminate this condition.

Resilient Floor Covering/Vinyl Flooring

The resilient floor covering used in your new home is a no-wax flooring. You may experience conditions with your new floors, such as raised nail heads, tiles lifting or seams separating. Movement of the floor joists due to shrinkage and deflection causes raised nail heads. Separation at the seams is caused by shrinkage, and the lifting of a tile is sometimes caused by failure of the adhesive material in a particular area.

Helpful Hints:

- Asphalt compounds tracked from drives can permanently stain resilient flooring.
- Mats placed at doors will minimize this.
- Some rubber-backed mats can cause floors to discolor in time.
- Resilient flooring includes linoleum, asphalt, vinyl and rubber. Care for them daily by removing loose dirt with a broom, dust mop or vacuum. Wipe up spills immediately. If a spot dries, use a damp sponge, cloth or mop. Occasionally damp mop the floors between cleanings. When floors are dull and cannot be refurbished by mopping, clean them thoroughly with a good detergent.
- Use floor protectors on legs of furniture to minimize scratches and indentations.
- High heels (especially stiletto) will damage all resilient and sheet vinyl floors. Avoid this damage by removing shoes.
- Vinyl floors are particularly subject to damage resulting from the installation and removal of appliances. It is recommended that you employ professionals when you encounter such tasks. If you choose to move appliances yourself, consider purchasing a 1/8 inch x 4x8 sheet of Masonite and utilizing it as a moving aid.

Roofs

Limit walking on your roof. The weight and movement will have a tendency to loosen and break the integrity of the roofing material that can in turn result in leakage. Never attempt to walk on the roof of your home when shingles are wet because they are extremely slippery.

After severe weather storms, a visual inspection of the roof for damages is called for. Notify your homeowners insurance company if damage is noted.

When a leak is noticed try to detect the exact location; this will greatly simplify locating the areas that need repaired when the roof is dry.

Ice build up may develop in the eaves during extended periods of cold and snow. Damage that occurs as a result of this is normally covered by your homeowners insurance, as it is an unavoidable act of nature. It may be helpful to shovel your roof to help alleviate ice build up and leaking above the ice shield under your shingles.

Roof Trusses

Roof truss uplift is a common problem that occurs as temperatures drop. Uplift is caused by the expansion of the top cord of your roof truss. In a heavily insulated attic, the bottom chord of the truss is completely covered with insulation. This keeps the bottom chord warm, causing it to dry out and shorten in length. The top chord of the truss however, is surrounded by colder attic air; it will not dry out and shrink. It may even absorb moisture and get longer. This shrinking on the bottom and expanding on the top causes the truss to bow upward.

Although preventative measures are taken to minimize damage, evidence of this uplift will appear in the form of hairline cracks in the drywall, usually where the wall meets the ceiling. Where gaps are small, they will probably disappear during the summer and not reappear. Spinell Homes will, one-time during the one-year warranty period, repair drywall cracks.

Septic Systems

Depending on your individual septic design there may be different requirements for the maintenance of septic systems.

Standard gravity-feed septic systems should be pumped yearly.

If your home has a bottomless sand filter you must check for 3 pounds of pressure on the air compressor line. This must be done on a daily basis.

Helpful hints:

- Do pump regularly to avoid system failure.
- Do space your showers, laundry loads and dishwasher usage. Run full machine loads.
- Do keep standpipes properly capped. Mark their locations if cut low or flush with the ground.
- Do fix leaking faucets and toilets and use water-saving devices.
- Don't pour grease down your drains. Wipe out pans and skillets with paper towels before washing.
- Don't put anything other than toilet paper or wastewater down your toilets or drains.
- Don't use chemical drain cleaners, chlorine bleach or automatic toilet bowl cleaners, they destroy the natural bacterial action of the septic system.
- Don't plant anything other than grass over your drainfield; avoid compacting the leachfield by keeping foot and vehicle traffic to a minimum.
- Don't use your garbage disposal. If you must use it, pump yearly.
- Don't ignore the warning signs that your septic may be failing.



- If you experience any problems with your septic system such as slow drains, poorly flushing toilets or sewage coming out of the standpipes, please contact A + Home Services, Inc., an authorized factory repair center for Anchorage Tank.

Shower Enclosures

To clean shower enclosures, liquid Comet or its equivalent will do a good job. It is also recommended that a squeegee be used on the glass after every shower. For deposits of hard water minerals, use a commercial glass cleaner containing ammonia or 1 tablespoon of household ammonia in a quart of water.

CAUTION: Be sure to read the caution note on the label before using ammonia. Never use steel wool or scouring pads on the metal portion of shower enclosures. It will remove the protective finish applied by the manufacturer and cause unsightly scratches.

Smoke Detectors/Carbon Dioxide

Your Spinell home has a smoke detector in every bedroom and a smoke/carbon dioxide detector is centrally located on each floor. Your smoke/carbon dioxide detectors are all interconnected, so if one detector alarm sounds – all alarms will sound. Smoke from kitchen cooking as well as water vapor from bathroom showers can set off the smoke detectors in your home. This is normal.

Your smoke/carbon dioxide detectors are all wired into the home's electrical system. In addition, your smoke detectors are equipped with a battery back-up system. So if the electrical power fails for any reason, your smoke/carbon dioxide detectors will still operate properly.

It's recommended that you test your smoke detectors once a month to make sure they're operating properly, and to vacuum lint and dust out of and off the covers. If you ever find that your smoke detectors are not working properly, take remedial steps immediately. Please call Spinell Homes if you have questions regarding your smoke detectors.

The batteries in your smoke/carbon dioxide detectors should be replaced every year. Choose a replacement date that will be easy to remember – like New Year's Day.

Sump Pumps

If a substantial amount of water accumulates in the crawl space, a home may require a sump pump. Generally a sump pump is required, when water stands in the crawl space at a depth which covers the footings. If your home is equipped with a sump pump, familiarize yourself with the manufacturer's suggested uses.

Always disconnect the pump and controls from the power source before handling or making any adjustments. Always wear rubber boots when there is water on the floor and you must unplug the pump.

Be sure that the pump is connected only to a proper GFI outlet. Beware of the risk of electrical shock.

For proper automatic operation, make sure the pump power cord is plugged in according to manufactures' suggestions.

Helpful Hints:

If the pump does not run or just hums:

- The water level in the sump may be too low to activate automatic float or diaphragm switch.
- The pump and/or switch cord plug may not be making contact in the receptacle.
- If the pump is using the series (piggyback) cord plug, the two plugs may not be plugged tightly together.
- The float may be stuck. Be sure the float operates freely in the basin.

- The motor winding may be open, if that is the case, take the unit to an authorized service center.

If the pump runs but does not deliver water:

- Check valve may be clogged.
- Pump may be air locked. Start and stop several times by plugging and unplugging cord. Check vent hole in pump case for plugging.
- Pump head may be too high. Pump cannot deliver water over 25-foot vertical lift. Horizontal distance does not affect pumping, except for friction loss through the pipe.
- Inlet in pump base may be clogged. Remove pump and clean out.
- Impeller or volute openings may be plugged or partially plugged. Remove pump and clean out.

Pump runs and pumps out sump but does not stop:

- Float is stuck up in position. Be sure float is not hung up and operates freely in basin.
- Switch contacts may be stuck, replace switch. Pump runs but delivers only small amount of water:
- Pump may be air locked. Start and stop several times by plugging and unplugging cord. Check vent hole in pump case for plugging.
- Pump head may be too high. Pump cannot deliver water over 25-foot vertical lift. Horizontal distance does not affect pumping, except loss due to friction through the discharge pipe.
- Inlet in pump base may be clogged. Remove pump and clean out openings.
- Impeller or volute openings may be plugged or partially plugged. Remove pump and clean out.
- Pump impeller may be partially clogged causing motor to run slow, resulting in motor overload. Clear impeller.

Fuse blows or circuit breaker trips when pump starts:

- Inlet in pump base may be clogged. Remove pump and clean out openings.
- Impeller or volute openings may be plugged or partially plugged.
- Pump impeller may be partially clogged causing the motor to run slow, resulting in motor overload. Clear impeller.
- Fuse size or circuit breaker is too small.
- Defective motor stator: return to an authorized service center for verification.

Motor runs for short time then stops. Starts again after a short period:

- Indicates tripping overload caused by above symptoms.

In applications where the pump may sit idle for months at a time, it is recommended that the pump be cycled every few months to ensure the pumping system is working properly when needed.

Always disconnect the pump from the power source before handling or making any adjustments. To protect the integrity of the manufacturers' warranty, service should only be



performed by an authorized service center. Clean pump yearly to maintain the system properly failing to do so may cause the system to fail at a faster rate.

Telephone Wiring

An electrical professional installs telephone lines throughout your house. If you encounter static on your telephone lines, the most likely cause is the exterior underground provided by the local telephone company.

If you encounter difficulties, proceed as follows:

- Step 1: Unplug all phones and test each phone (line) individually.
- Step 2: Call your phone company and request troubleshooting assistance. They will respond to your request and either remedy the problem or indicate that your interior installation may be the cause of difficulty.
- Step 3: If there is an indication that the trouble is of interior origin, call Spinell Homes for assistance.

Only one phone line will be operational when you take occupancy of your home. To activate a second or third (fax) line, you will have to pay a service fee to your phone company.

Television Cable (Cable TV)

The utility provider provides cable. Please contact them directly if your service is faulty or requires repair.

Toilets

National plumbing codes require water-saver toilets. Water-saver toilets do not have the same flushing capacity that you may be accustomed to, due to their design to use less water. Never flush hair, grease, lint, diapers, rubbish, etc. down the toilet drain. These wastes will clog drains and sewer lines.

Toilet Cleaning

Many commercial products are available for toilet cleaning. Use them as directed, do not mix them or use them with household bleach or any other cleaning products. Never use toilet-cleaning products to clean anything but your toilets.

Toilet Leaks

If the water chamber seems to be leaking, the dripping may be coming from condensation on the outside of the toilet tank. If this is a problem, you may want to use a cloth tank cover. If water leaks into the bowl through the overflow pipe, try bending the rod that holds the float so that the float is closer to the bottom of the tank. Flush the toilet, and if it still leaks, you will probably need to have the inlet valve washer replaced.

If the water trickles into the bowl but is not coming through the overflow pipe, it is coming through the flush ball valve. The rods between the ball valve and the flushing handle may need aligning so that the ball drops straight down after the handle has been pushed. Water will leak through into the bowl if the ball valve is worn or if there is dirt or rust in the ball or ball seat. If the latter, remove dirt and rust. If the ball is worn, turn off the water, unscrew the ball and replace it with a new one.

Stopped-Up Toilet

If a toilet becomes clogged, first use a plunger. Be sure the rubber cup covers the opening and that the water comes up well over the cup edge. Working the plunger up and down rhythmically 10 or 20 times in succession will build up pressure in the pipe and be more



effective than sporadic separate plunges.

If the plunger is unsuccessful, use a coil spring auger (can be rented or purchased at a home care store or rental yard). Insert the auger so that the point goes up into the trap. Turning the auger's handle will break up the blockage or catch it so it can be removed.

Spinell Homes and our plumbing trade contractor cannot be held responsible for stopped-up toilets.

Water Heater

Your water heater is covered by a warranty from its manufacturer. Please read the operating instructions that the manufacturer provides. In the event of a leak in your water heater, close the shut off valve at the top of the water heater and turn off the pilot light. Call the manufacturer listed on the front of the water heater to request service.

All hot water heaters, whether gas or electric, have a control mechanism to govern water temperature. For electric heaters the dial setting should be set at about 145 degrees. Set the gas heater on NORMAL. Do not store anything near the heater that will block airflow and create a fire hazard.

Your water heater should be drained and flushed according to the manufacturer's suggestions. This simple procedure will remove accumulated silt and debris so that the water heater is efficient and has a long life.

CAUTION: Excessively hot water can be dangerous. First-degree burns may occur after only three seconds of contact with water at 140 degrees Fahrenheit. Monitor the temperature of the hot water in your home and make adjustments if necessary. The water temperature can be adjusted on the control panel of your water heater. Adjust the temperature so that comfortably warm water is delivered. This will avoid scalding and reduce energy costs.

Wells

If you have a well, there will be buried wires from your home to the well site to power the water pump. These wires are buried approximately 2 feet below the grade. It is important to be careful not to disturb these wires. Be cautious when planting trees or shrubs, installing fencing, etc.

The gallons per minute requirement for wells does not take into consideration the amount of water that is needed to water a large lawn. Depending on your well's capacity you may not have enough water to supply the needs of your home while watering landscaping.

Whirlpool Tubs

Your whirlpool tub has been designed to give you years of satisfying relief from aches and the cares of the day. When the whirlpool system is activated, water is drawn from the tub through the suction line to the pump, where it is pressurized and discharged back into the tub. Induction of air into the water stream creates the turbulence and is controlled by the air control knob on the side of the tub.

Helpful Hints:

- Never operate the pump without sufficient water.
- Consult a physician before using your whirlpool tub if you are pregnant, suffer from heart disease, have high blood pressure or diabetes.
- Excessive long hair may catch in the water returns.
- Avoid use of bath oils and bubble bath powders and liquids—they can make your whirlpool tub difficult to clean and maintain.
- The timer was placed out of reach by design, to prevent injury.
- Draw your bath at least 1 inch above the jets and do not exceed 104 degrees Fahrenheit.
- Clean and disinfect the system every one to two months, depending on usage. Fill tub to operating

level with lukewarm water; add one cup of liquid chlorine bleach. Turn the system on for 10 – 15 minutes, drain and wipe away.

Never use abrasive cleaners on your whirlpool tub; use auto wax to help seal and preserve the tub surface.

Windows and Sliding Glass Doors

The windows and sliding glass doors used by Spinell Homes are selected due to our high efficiency standards. Windows, of course, are a source of heat loss and you may feel cold radiating from a properly installed window.

Due to the fact that you live in a modern, energy-efficient home, you may experience ice buildup on windows when there is a combination of low temperatures and high humidity. This is a common occurrence, and does not necessarily indicate a defect in the window or its installation. If you are experiencing an extreme ice buildup on your windows, you should definitely investigate the humidity level in your home. Water damage due to over humidification is excluded from your one-year warranty coverage. Raise blinds off window sills for proper ventilation to help prevent this from happening.

If you find that you have an actual draft from a door or window, please contact Spinell Homes and we will investigate the problem and take corrective action if required. Please note that some drafts are inevitable.

During wind-driven rainstorms it is highly possible for moisture to penetrate the window seal and enter your home. Water damage due to wind-driven rain is excluded from your one-year warranty coverage.

Helpful Hints:

- Keep all windowsill channels and sliding glass door tracks free of dirt and particles for proper seal and operation. Use your vacuum's crevice attachment to remove any dirt in your sills. In the event you feel a draft from your sliding glass door or window(s) make sure to check the track for buildup of dirt prior to requested warranty service.
- To ensure proper drainage, you should also periodically check the weep holes in the windows and doors to see that they are free of dirt.

CAUTION: You will damage the finish or sealed glass unit if you use solvents, petroleum products or caustic chemicals, such as acetone, or paint thinner, to clean window or door frames. This damage is not covered by your warranty.

Wood Trim (Interior)

Like other organic materials, wood is affected by heat, cold and extreme humidity, and therefore may contract or expand with weather changes. As a result, minor shrinkage and swelling is unavoidable.

The primary areas that may be affected include doors, baseboards, wood floors, handrails, fireplace mantles, paneling and shelving. Slight cracks around doorways, arches, windows, joints in door casings and nail pops around baseboards may appear.

Although it is impossible to completely alleviate the problem, keeping the house at an even temperature is an excellent precautionary measure.

When cleaning any wood trim, make sure to use only a clean dry dust cloth. Use of water or chemical cleaners may affect some finishes.





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