

Homeowner's Manual
Under Construction LLC



Under Construction

➡ START TO FINISH GENERAL CONTRACTOR ⬅

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Homeowner's Manual

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We appreciate that you have selected to work with Under Construction.

We will do everything in our power to make building your new custom home a pleasant experience. If at anytime a question arises, feel free to give me a call at 317-538-0402 and I will do my best to get you an answer.

We are providing this manual to help you understand Under Constructions Warranty and Service Programs. We are also including information on maintenance of your new home so that maximum value and enjoyment are obtained.

We look forward to serving you and hope you will be so satisfied with the quality and design of your new home that you will recommend Under Construction to family and friends.

Table Of Contents

<u>Section 1</u>	<u>Page</u>
-------------------------	--------------------

1.) Service Policy	6
---------------------------	----------

<u>Section 2</u>	<u>Page</u>
-------------------------	--------------------

2.) Homeowner Maintenance Tips	9
3.) Basement and Garage Floors	9
4.) Ceramic Tile, Fiberglass & Shower	9
5.) Condensation and Humidity	9
6.) Doors	10
7.) Electrical System	11
8.) Fireplaces	12
9.) Floor Covering	12
10.) Foundation Walls	13
11.) Grading	13
12.) Heating and Cooling	13
13.) Landscaping	15

14.) Lumber and Drywall	15
15.) Painting	16
16.) Plumbing Fixtures and Drains	16
17.) Porches, Steps and Driveways	17
18.) Resilient Floors	18
19.) Roofs, Gutters, and Downspouts	18
20.) Siding	19
21.) Water Heater	19
22.) Water Lines	20
23.) Waterproofing	20
24.) Windows	21
25.) Window Screens & Screens in Porches	21

<u>Section 3</u>	<u>Page</u>
26.) Under Constructions Limited Warranty	23

Section One

Service Policy

Prior To Moving Into Your New Home

Whenever possible we will meet with you at the site before beginning construction and several times during the construction. This will help you understand the process and avoid delays caused by misunderstandings.

Before you take possession of your new home, you will be asked to meet with a representative from Under Construction at the home. The purpose for this meeting is to familiarize you with your new home and all equipment included. Any item in need of correction will be noted in this final inspection.

Inspect all cabinets, fixtures, doors, floors, siding, walls and other visible items very carefully for scratches and chips. These items will not be replaced or repaired after you occupy your home unless they are noted on the inspection form. It will be assumed that any such damage resulted from your use of the home if not identified on the final inspection form. When all listed work is complete you will be asked to sign the inspection form to certify its completion.

If you close during cold or wet months of the year, certain items may be delayed until weather permits their completion. These items will be listed separately on the final inspection sheet and completed when the weather permits.

Your First Thirty Days

During the first month you live in your home, you may identify items requiring attention, which were overlooked at the final inspection. Make a note of these items, at the end of the month provide Under Construction with this list of possible warranty items.

In emergency situations (anything which may make your home uninhabitable or causing lasting damage) you should phone directly to those companies listed on the emergency phone list provided at final inspection. Under Construction should also be contacted as soon as possible.

Six-Month Inspection

An inspection should be scheduled with Under Construction six months after the closing of your new home. The purpose of this inspection is to identify any and all problems that may have developed during the early months of occupancy. A list of minor items which appear during these early months should be kept to present at the six month inspection. When these items are repaired you will be asked to sign off on the inspection sheet.

One-Year Inspection

Another inspection will be scheduled with you after the twelfth month after closing. This will allow you to review with Under Construction any concerns you may have about your home subsequent to the expiration of the warranty period.

Between Inspections

Whenever possible, have service work performed at the standard inspection periods. This will avoid having to remain at home for service personnel on different days throughout the year.

In an emergency situation (anything which may make your home uninhabitable or cause lasting damage) you should phone directly to those companies listed in the emergency list provided at the final inspection. If you do not receive adequate assistance by using those numbers call Under Construction as soon as possible.

Section Two

Homeowner Maintenance Tips

Your new home has been carefully designed and constructed to provide you and your family with a safe, comfortable home that needs a minimum of upkeep. However, in order to maintain your new home in top condition, some periodic attention on your part is necessary. We have summarized a few maintenance ideas that we hope will be helpful to you.

Basement and Garage Floors

Concrete will contract and expand due to changing temperatures. Cracks are normal expectation and are best left alone. Attempts to fill them will not stop expansion and contraction, and filling material (if used) will be continually forced out of the crack. Because of the nature of concrete material, some minor low spots may occur on your basement floor. Color variation in concrete is normal. Color will become more uniform with age.

Occasionally, Basement floors will collect water as a result of condensation of warm, moist air on the cold basement floor. Mildew may also result from this moist condition. You should be selective about what you store on your basement floor. Items that are susceptible to moisture should never be stored there.

Ceramic Tile; Fiberglass Tub & Showers

A separation between the tub and the wall tile and/or cracking of joints between ceramic tile and tub and shower stall corners may occur because of excessive moisture in these areas. The weight of water and a bather also contribute to such separation. This is a normal homeowner's maintenance function, and you can remedy these situations by simply removing the old grouting and filling the crack with new grouting compound available at any hardware store. This situation may develop periodically depending on living habits and maintenance. Keep corners and tub joints caulked with a good quality bathroom caulk.

Normally, a wipe with a damp cloth will keep the fiberglass clean. Heavy accumulations of film can be removed with a soapless detergent or tile cleaner. In all cases, use a non-abrasive cleanser.

Condensation and Humidity

Relative humidity, which is usually expressed in a percentage figure, means the percentage of water vapor in the air compared to the maximum amount of

water vapor that could possibly be present in the air at a given temperature. The key word here is temperature, because as temperatures increase, the capacity of air to hold moisture increases as well, and therefore, there is considerably more actual moisture in 70 degree air with 40% relative humidity than there is in 0 degree air with 40% relative humidity.

In older homes, it was possible for great volumes of colder air, with lower quantities of moisture, to leak into the structure.

In the winter, if moisture was not added to these older homes, often, they had a dry feeling. With your new home, we have attempted to prevent any significant quantity of outdoor air from entering, and therefore, the relative humidity should remain in a comfortable range.

On the other hand, although the proper humidity will make you're home more comfortable, the creation of excess moisture can create problems.

The tightness of your home restricts outdoor air from entering and lowering relative humidity. Because of the restrictions of outside air, moisture introduced by you inside the home has less chance to escape and may create a high humidity condition in your home. As moisture levels increase, condensation can form on windows, glass doors, basement walls, or pipes in the basement.

Condensation takes place in a home whenever warm, moist air comes into contact with cooler surfaces, such as windows and basement walls. Note: Damp basement walls do not necessarily mean that there is a leak in the foundation.

Doors

Your new home is equipped with a variety of door types. These will react differently under various weather and humidity conditions. Occasional spraying of graphite into key slots of locksets, tightening of lock set screws, and keeper adjustment will assure you of maintenance free operation of your door locks. The sweep weather stripping at the bottom of the door may require periodic adjustment or replacement as the material wears.

On the interior wood doors, whether bi-fold, flush or six-panel, certain other traits are apparent. A certain amount of expansion and contraction in width is normal due to changing temperatures and humidity. Doors will be wider in summer and humid periods and narrower in dry weather conditions.

Therefore, do not be hasty in adjusting, planning or cutting your door, as the problem will tend to correct itself.

Sticking is the most common problem with doors. If swelling in damp weather causes the sticking, fold a piece of sandpaper around a wooden block, and sand the edge that binds. If the sticking is the result of an uneven alignment, check to see that the hinge screws are tight and holding properly. Always paint or varnish the area that has been sanded or planed to protect the wood from moisture infiltration.

Warping is another result of too much moisture. The National Door Manufacturer's Standard states: In order that a door is branded "warped," it must be warped a minimum of 3/4 of an inch through the warmer months while being closed tight against the stop at the lock. Should a door ever warp, it can sometimes be corrected by simply pulling it tightly shut against the doorstop and leaving it shut for several days.

The moving parts of garage doors should be oiled about once every three months. The screws that tighten the door should be tightened about once a year, or as necessary, because the wood shrinks a little as it ages.

Caulking around all exterior openings should be inspected every spring and fall. Caulking can easily be repaired with caulking compound that can be purchased from most hardware stores.

Electrical System

Large appliances or too many small appliances on one circuit may cause the circuit breaker to trip. Other causes of breaker tripping are:

- 1.) Worn out cords.
- 2.) Defective plug connections.
- 3.) Defects in the appliances themselves.
- 4.) Starting of electrical motors (motors requiring more current to start than they use while running).

To restore electrical power to its circuit:

- 1.) Remove plug or plugs that may be causing the overloading
- 2.) Reset the switch by pushing it all the way to the off position then push the switch to the on position.

If the reset automatically switches off again, your circuit is still overloaded or that particular circuit has a short. If one circuit continues to break, call an electrician.

Light fixtures require bulbs with various wattage requirements. The instructions on the fixtures should be followed carefully. Problems with appliances should be directed to the manufacturer of the appliance involved.

All receptacles in baths, garages, next to the kitchen sink and outside of the home are covered by a ground fault interrupter or breaker. These GFI's sense low levels ground faults and assure optimum protection for our homeowners. Electrical storms may trip GFI breakers.

Warning

"Do it yourself" electrical wiring is dangerous! The electrical circuits in your home have been designed for trouble free service and safety. If you desire additional wiring, call a licensed electrician. Do not jeopardize your home and the lives of your family by installing unauthorized circuits.

Fireplaces

If your home is equipped with a fireplace, there are certain things you should do to ensure its proper operation. First, you should be sure before igniting a fire that the damper above the firebox has been opened. For best burning results, we recommend that you buy a steel grate to hold the logs while burning.

When the fire is burning, the flue will be drawing not only the smoke from the fire, but the warm air from your room and if the room is open to other rooms, it will cause much of the warm air throughout the home to be exhausted up through your chimney.

Be sure to close the damper after the fire has been completely extinguished.

Avoid using manufactured paper logs in manufactured metal fireplaces. They contain chemicals that can induce a flue fire. In a gas fireplace, always remember to shut off gas after use.

Floor Covering

Carpet:

Carpet maintenance should be tailored to the specific fiber used in the carpet. Generally, carpet care includes vacuuming and prompt attention to spills.

When available, a booklet will be given to you at your presettlement inspection that will prescribe a carpet care program for your specific carpet pile fiber.

Seams and color variations (shading) may be evident depending on the style of carpeting and the pile fiber you have chosen. Some color fading may occur due to constant exposure to direct sunlight. Closing the drapes during certain times of the day will help prevent such fading.

Hardwood:

Hardwood shrinkage will occur. Use of a humidifier will help lesson shrinkage. Also see **Lumber and Drywall** section.

Ceramic Tile:

See **Ceramic Tile; Fiberglass Tub & Shower** section.

Foundation Walls

The foundation walls are subject to a wide variety of stresses and strains. The base of the wall, being in the ground, maintains a fairly constant temperature; the top portion extending out of the ground is subject to extreme temperature changes from summer heat to winter cold causing concrete and masonry to expand and contract.

The soil on which the foundation rests may settle slightly, creating stress. Don't be alarmed if you see cracks in your foundation wall. Minor cracks usually require no action. If a large crack appears, please inform Under Construction and a representative will inspect it.

Grading

If additional dirt is needed or if dirt must be removed to acquire proper grade on your lot, the cost will be the responsibility of the homeowner. Proper grading is essential to provide and maintain a dry basement. We have provided proper drainage around your home. In some cases, the addition of swales and mounding around the outside of the foundation wall may have been necessary. It is important that the established grades are maintained, and the ditches remain open, so that surface water will flow away from your home.

We will provide, on a one-time basis, labor and material to fill any sunken areas next to the foundation.

We cannot be responsible for the life of the plantings we disturb during this filling.

HEATING AND COOLING

Registers:

The registers in your home help to regulate the flow of air and to maintain the desired temperature. Personal taste in comfort levels may require slight adjustments in the registers to keep each living area at the desired temperature.

If your lower level is too cool in the winter, start closing upper level registers until the desired results are obtained. If your upper level is too warm in the summer, close lower level registers until the desired results are obtained.

Maintenance:

In all forced-air heating systems, the basic requirements for maintaining economical operation of your furnace is to keep the air filter clean. Building activity in and around the home creates excessive amounts of dust and dirt, so check the filter about a month after moving in. The filter should be replaced or cleaned at the beginning and at the middle of each season.

With heat pump systems, it is important to keep leaves and snow from around the outdoor unit, and to keep the unit level for maximum efficiency.

You might also notice steam rising from your outdoor heat pump until during the colder winter weather. This is a normal occurrence when the unit is completing it's defrost cycle.

Service:

There are some things that you should check before calling for service.

- 1.) If your systems is operating but is not providing adequate heating or cooling, check the following:
 - a.) Filter
 - b.) Thermostat setting- another family member may have changed the setting.
- 2.) If your system does not function at all, check the following:
 - a.) If your home is equipped with a gas furnace, check the pilot light. (It should be visible near the main burner.) If it has gone out, you may relight it safely by following the instructions printed on the unit.
 - b.) With all systems, check the circuit breakers and fuses to see if they have tripped. Circuit breakers are reset by switching all the way to "off" and then to "on."

If circuit breaker's trip frequently or immediately after resetting, call a service contractor. Interruptions of power (such as during electrical storms when light blink) can cause a circuit breaker to trip. If your system malfunctions during or just after a thunderstorm, the circuit breaker would be the first item to check.

Whatever system you have in your home, it should be checked and cleaned periodically by a professional technician. See instruction manual for the recommended frequency of this care for your system.

Landscaping

Your lawn and/or shrubs will need regular and continual attention. After final settlement we cannot be responsible for seeing that this work is done. Your regular and continued attention will be required.

In order to maintain the natural beauty of your home site and community, we remove only those trees that affect the construction of the home, including installation of streets, utility lines, driveways and the establishment of proper grade on your lot, or to meet governmental or municipal requirements. Dirt should not be built up around trees. Any change from a natural grade such as vibration from equipment, insects, and diseases can kill trees; therefore, we do not warranty any trees that die during or after closing.

Lumber and Drywall

Like other building materials, heat and cold effect wood. It may contract or expand with weather changes. It may shrink under extreme dryness or swell under extreme humidity.

Your home has been built with top-quality lumber, which has been dried in a large kiln to help restrict the wood's movement. However, some shrinkage and swelling are unavoidable. The areas primarily affected by lumber movement will be ceilings, moldings, doors, baseboards, resilient floors, ceramic tile and drywall.

Drywall is used to cover your interior walls. Drywall can take the normal hard wear of family life, but if damage occurs, it can easily be repaired with spackling compound and fine sandpaper (available from any hardware store).

Various results of wood shrinkage, swelling and settlement of the home might be seen in slight cracks around doorways or windows and nail pops around

baseboards and on outside corners. Popped nails do not alter the strength of the wall and should be left alone until time to redecorate. They can then be reset.

At 6 months we will repair nail pop and or cracks that may have developed (also see Six Months Inspection). The amount of time varies but could take up to one hour of work for each of three or four days (overnight drying time for drywall spackling required). This repair is limited to the drywall itself, and there is no repair made with this service on wall coverings. The painting of these repairs will be up to the homeowner.

Painting

Quality paints and stains are used throughout your home. Manufacturer warrants the paint. After original walk-through is complete Under Construction will not be responsible for any paint, stain and labor for both. Some paint and stain will be left for you to do touch-ups. Some exterior wood soaks paint or stain more than others do. We recommend that exterior wood be painted sometime in the second year.

Plumbing Fixtures and Drains

When the drainpipe from a tub, sink or shower clogs, you should first attempt to relieve it by use of a plunger. If the plunger does not work, try using a plumber's snake. (These can be rented or purchased at a hardware store.)

Below your sink at the visible curved pipes (P-trap), there are several plastic nuts that may tend to work loose periodically. These should be kept tight to avoid leaks.

To prolong the life of your plumbing fixtures, you should follow these precautions:

- 1.) Do not let food waste stand in the sink. Dispose of waste as it accumulates.
- 2.) Don't use plumbing fixtures to hold household paint cans, trash or tools when you are redecorating.
cover plumbing fixtures when you are painting walls and ceilings.
- 3.) Do not step in the bathtub with shoes on for any reason. Shoe soles carry hundreds of gritty particles that will scratch the surface.
- 4.) Don't use plumbing fixtures as receptacles for photographic or developing solutions. Developer stains are extremely difficult to remove.

- 5.) Never pour grease into a drain. Ordinary washing soda (not baking soda) added to a drain on a regular basis will keep it clear of grease and soap.
- 6.) Do not let hair accumulate in sink drains. It's one of the primary causes of clogging. To avoid clogging, occasionally remove and clean the stopper in the tub and sink drains.

Each plumbing fixture in your home has a drain "trap," a piece of drainpipe designed to provide a water barrier between your home and the possible odor of sewer gas. This "trap" holds water, which prevents the airborne bacteria and odor of sewer gas from entering the home. If a fixture is left unused, it should be turned on at regular intervals to replace evaporating water and ensure that the "trap" barrier remains intact.

A commode may be flushed in emergency cases without water in the tank by simply procuring a pail of water and dumping it directly in the commode. The effect is the same as if water came from the tank.

In preparing your home for occupancy, the sewers will be flushed and working properly. However, if clogging occurs due to our negligence, it should become apparent within the first thirty days of occupancy, and will be corrected by us. Care should be observed to avoid disposal of heavy tissue, sanitary napkins and other such materials into plumbing fixtures to minimize possibility of clogging. After 30 days of occupancy, we will not be responsible for sewer clogs.

Temperature fluctuations may occur with the hot and cold water when other fixtures are being used at the same time.

Porches, Steps and Driveways

Frost or uneven sub-grade settlement at sewers, drains and utility line crossings causes most exterior concrete cracking.

Minor cracks are a normal expectation and are best left alone. If serious cracks occur, we will inspect them.

Salt and other de-icing chemicals used to melt snow and ice (even though you may not use salt, it can be tracked in from the street on feet or tires) causes pitting of concrete. To protect concrete from surface deterioration, a concrete sealant is available at most hardware or masonry supply houses. We will

protect the driveways as much as possible, but some oil spots or stains on driveways are unavoidable. We will not replace or resurface for pitting.

For asphalt drives, we suggest that you apply a driveway sealer to help improve the durability and appearance of the driveway. Asphalt driveways may be damaged by gasoline or oil spills or by sharp items, such as outdoor furniture legs, bicycle kickstands, etc. Vehicles parked in one position over a long period of time may cause wheel depressions. Turning the wheels of an automobile while it is standing still during hot weather may also make similar damage.

On asphalt drives, we will patch-fill spots due to settlement 2 inches or more deep on a one-time basis. We will not resurface the entire driveway because of sunken spots.

Resilient Floors

Resilient floors include vinyl, linoleum, cork, and vinyl tile. Some items that you should be aware of are:

- 1.) Raised nail heads are caused by movement of the floor joist because of shrinkage and deflection. We have attempted to minimize this problem using special nails and by gluing the plywood to minimize the number of nails required.
- 2.) We suggest that you re-drive these nails by placing a 2x4 on the raised nail head and then hitting the 2x4 with a hammer. The 2x4 spreads the area of shock and will not break the tile while resetting the nail.
- 3.) Water seeping between the tile during floor cleaning normally causes tile separation or seam lifting. Floors should be damp mopped, not flooded with water during cleaning.
- 4.) Floor tiles separate often near heat registers, or at the outside walls of a room. The heat from the registers softens the glue (mastic) and cause the tile to move when stepped on or when a chair is pushed against it.

Expansion and contraction of underlayment or subflooring and the tiles themselves also cause separation. We have sanded the underlayment joints

and filled them to minimize the possible problem of ridges showing through your tile. Minor ridging may occur due to shrinkage of the underlayment.

Roofs, Gutters and Downspouts:

If your roofing material on your new home is composition shingles, they will be a “seal down” shingle. These shingles have mastic applied to the underside of the shingle, and once the sun hits the roof, the mastic seals the upper shingle to the one beneath it.

Excessive traffic (walking) on the roof can cause damage. Do not face-nail shingles if they should come loose.

It is your responsibility to keep the gutters and downspouts clear of tree limbs, leaves, balls and other obstructions that can stop the downspouts from functioning properly.

It is most important to check the gutters in the fall since the most serious damage to your home will result in the winter if gutters and downspouts are obstructed.

Ice buildup at gutters can pull gutters loose from the home. Ice buildup can also cause water to back up under the shingles and leak into the home. We will not be responsible for roof, gutter, downspouts or related damage caused by ice or snow buildup, high winds or severe storms. You may want to discuss coverage for these kinds of possible damage with your insurance agent when selecting a homeowners policy.

Siding

Wood on the exterior of the home may be one of several species- pine, cedar or redwood, plywood or solid lumber. Wood maintenance should be done as a routine program. Paints or stains extend the life of the wood and achieve the effect you desire from your siding. Your local paint or hardware store can assist you in the selection of the proper preservatives for your home.

Mildew or fungus will form on almost any surface if the structure is subject to high humidity and/or high moisture conditions. The formation of mildew or fungus is a condition the builder cannot control and is a homeowner maintenance responsibility.

All exterior materials on your home require periodic maintenance. Materials such as wood siding and trim must be maintained (repainted and/or restained) periodically. The durability of paint finishes will vary depending on climate,

exposure and other factors. Paints or stains extend the life of the wood surfaces, reduce exterior mildew, and help you achieve the color effect you desire from your siding and trim. Failure to maintain the natural wood surfaces on your home can result in stain damage from mildew. We recommend painting or staining all wood within two years. This will extend time between painting and / or staining.

Water Heater

The water heater in your home, whether electric or gas, is equipped with a temperature and pressure relief valve, which is designed to open in the event that excessive pressure or temperature builds up within the tank. When this happens, water is allowed to flow from the tank. As the temperature and/or pressure are reduced, the flow will stop. If a steady flow of water is coming from the relief valve, the water supply to the tank should be shut off.

Refer to your service manual for suggested maintenance of your hot water tank, in all cases, before making any adjustments.

Gas hot water tanks normally have a temperature dial (hot, warm, mild) on the outside of the tank, and the temperature can be completely controlled by adjusting the dial.

On an electric hot water heater, because of the inherent danger in resetting the temperature, we suggest that you call a service contractor.

Under no circumstances should you turn on the electric water heater without water in the tank because the element will quickly burn out. In cases of any emergency with water or hot water heaters, be sure to familiarize yourself with proper places to turn off the water supply.

Water Lines

All water lines have been installed in your home according to applicable building and plumbing codes.

In some municipalities, water pressure is abnormally high, and regulators are installed to reduce water pressure within the home so that washer and appliance life may be maintained. Do not adjust this regulator once it is installed.

Waterproofing

Because masonry basement walls are not waterproof in themselves, we have taken several steps to prevent water from entering your basement. We have waterproofed the outside of the foundation below grade with a high-quality waterproofing material. We have installed exterior perimeter drainage to direct any water that may accumulate at the base of the foundation to the storm drain or to the street. It is important that you keep the ends of these drain relief pipes clear, so that water flowing from around the foundation is not blocked. We have established the grade around the outside of your home to carry the water away from the home (See “Landscaping”).

We suggest that you avoid planting shrubbery too close to the foundation. Never water your lawn or shrubs toward the foundation. Soil in shrub beds should be packed and banked so that the water will drain away from the home.

Your sump pump (if your home is equipped with one) should be checked periodically and if there is a float, check to see that it is operating freely. The sump crock should be flushed periodically to keep sediment from building up. For ease of operation, use silicone spray on the float and other moving parts. We will not be responsible for water damages from the sump pump not working due to electricity being unplugged or improper maintenance.

Windows

The wood windows should be maintained by keeping the sill and slide tracks clean, and spraying the slide tracks with silicone spray. Vinyl liners and jambs should not be painted. Some small scratches, flaws, etc. in glass is normal and is not warranted.

Window Screens And Screens In Porches:

“WARNING: THE WINDOW SCREENS, FRAMES AND FASTENING SYSTEMS HAVE BEEN DESIGNED BY THE WINDOW AND SCREEN MANUFACTURERS ONLY TO KEEP INSECTS OUT OF YOUR HOME. THE MANUFACTURERS HAVE NOT DESIGNED THE SYSTEM TO SUPPORT ANY WEIGHT OTHER THAN THAT OF THE SCREEN ITSELF. THEREFORE, THE SCREEN SYSTEM WILL NOT PREVENT SMALL CHILDREN FROM FALLING THROUGH OPEN WINDOWS TO THE GROUND BELOW. PARENTS SHOULD BE CAREFUL TO PREVENT SMALL CHILDREN FROM LEANING AGAINST THE SCREENS.”

After final inspection, screens in porches are not under any warranty.

Section Three

Homeowners Limited Warranty

Limited Warranty

1.) Persons Protected and Identification of the Home

The limited warranty is extended to the original purchaser identified below and all subsequent owners (if any) who take both title and possession of the designated home within the applicable warranty periods, for residential purpose (the “purchaser”):

Name(s) of Original Purchaser(s):

Lot #:

Community:

Settlement Date:

Note: Special, Incidental and consequential damages are excluded under paragraph 7a, and the duration of implied warranty is limited under paragraph 7b. Please be sure to read this entire limited warranty, including paragraph 7a and 7b.

2.) One Year Limited Warranty On The Basic Home:

Under Construction warrants that the home, driveway, walkways, steps, patios, porches, and decks (if any) supplied by Under Construction will be free from defects in material and workmanship of the original construction which appear at anytime within one year after the settlement date identified in paragraph 1 (or within the period of applicable “Manufacturer’s Warranty” referred to in paragraph 3).

3.) Manufacturer’s Warranties:

Some appliances, equipment and other components included or installed in the home are covered by warranties, written and/or implied, of the manufacturers and/or suppliers of those items (“Manufacturer’s Warranties”). These Manufacturers’ Warranties are hereby assigned to the Purchaser (s) on the Settlement Date and shall represent the only warranties express or implied, with regard to these items. These Manufacturer’s Warranties and their conditions are solely the responsibility and obligation of the manufacturer and/or supplier and are not guaranteed or warranted in any manner by Under Construction. In any item covered by a Manufacturer’s Warranty is or becomes defective, the Purchaser (s) shall seek any ad all remedies directly from the manufacturer and/or supplier pursuant to the terms of the individual Manufacturer’s Warranty applicable and shall hold Under Construction harmless in any event.

4.) Remedial Actions to be taken by Under Construction:

If and when a defect for which **Under Construction** is responsible under Paragraph 2 of the Limited Warranty occurs, or if and when any breach of an implied warranty of **Under Construction**: occurs, the Purchaser should give prompt and written notice to **Under Construction**: in the manner specified in paragraph 9.

In that event, **Under Construction** will repair, replace, or pay the reasonable cost of repairing or which of those remedies it will provide. **Under Construction** shall not be responsible for defect or breach of this warranty to **Under Construction**. Any excess damage determined to have been created by said failure shall be the responsible of the Purchaser

(s) and Purchaser (s) may be liable to **Under Construction** for any costs incurred in remedying these excess damages.

All damage which occurs more than twenty-one (21) days after discovery or obvious manifestation of a defect, but prior to written notice being delivered to **Under Construction** shall be attributable to the purchaser (s) under this paragraph.

If **Under Construction** voluntarily offers or furnishes any remedy not legally required of it in one instance, the action will not create an obligation to do so in any other instance. Nor will any medial action be taken by **Under Construction** at any time extend the time periods or alter the scope or conditions of any warranty obligation of **Under Construction** relating to the home.

5.) Subrogation

If **Under Construction** repairs, replaces, or pays the cost of repairing or replacing under this Limited Warranty any defect or component for which the purchaser is covered by a Manufacturer's Warranty or by any insurance. **Under Construction** will be surrogated automatically to the rights of the purchaser under that Manufacturer's Warranty of insurance coverage, to the extent of the cost paid or incurred by **Under Construction**. The subrogation rights of **Under Construction**, under this Paragraph shall be protected, at the sole discretion of **Under Construction** in the form of a lien against the property, if necessary.

6.) Exclusion from Warranty Coverage:

The Limited Warranty of **Under Construction** relates to defects in components integral to the home, supplied by it, and existing as of the Settlement Date. This Limited Warranty is not a hazard insurance policy or maintenance purchase agreement. Accordingly, the following are excluded from the coverage of the Under Construction warranty obligations:

A.) All items that are not an integral part of the structure of the home or other items listed as warranted in Paragraphs 2 and 3 of this Limited Warranty, including but not limited to, fences, trees,

shrubs, outdoor decorative and/or retaining walls, other landscaping and improvements, as well as any items with a temporary life span including but not limited to, light bulbs and seasonal plants, as well as any items purchased and/or installed on the premises by the Purchaser (s) and not **Under Construction** are outside the provisions of this Limited Warranty and are not covered by any warranty, express or implied, attributable to **Under Construction**.

B.) Conditions which customarily are regarded as normal maintenance responsibilities or as acceptable construction variations, rather than defects;

C.) Conditions or damage caused or aggravated by any of the following, to the extent to which they are attributable to those causes rather than to defects in the Home.

(I) Any failure of the Purchaser to maintain the home properly;

(II) Any abuse of the Home, improper operation of the equipment or appliances, or other action of the Purchaser or of any person other than **Under Construction** or its subcontractors or employees;

(III) Any failure of the Purchaser or of any person other than **Under Construction** or its subcontractors or employees to comply with the requirements of applicable Manufacturer's Warranties on appliances or other components;

(IV) Any change in the grading of the ground by anyone other than **Under Construction** or its subcontractors or employees;

(V) Any failure of the Purchaser to give notice to **Under Construction** and an opportunity for the taking of remedial actions by **Under**

Construction within a reasonable time;

(VI) Any failure of the Purchaser to maintain adequate heat in the home;

D.) Damage to any personal property or real property of the Purchaser or others not furnished by **Under Construction** or subcontractors as part of the Home;

E.) Defects in the materials or workmanship of, or negligence attributable to persons other than **Under Construction** or its subcontractors or employees;

F.) Normal Wear and Tear;

G.) Insect Damage

H.) Conditions arising from the use of the Home other than for normal, residential purposes;

I.) Damage caused by salt or other materials to concrete;

J.) Any condition which does not result in actual loss or damage;

K.) Accidental loss or damage from causes beyond the fault and control of **Under Construction** including but not limited to the following: Fire, Explosion, Smoke, Water Escape, Windstorm, Hail, Lightning, Flood, Blasting, Mining, Falling Trees, Changes in the underground water table not reasonably foreseeable, and Earth Movement not attributable to negligence on the part of **Under Construction** or its subcontractors or employees; Purchaser (s) understands that it is their responsibility to secure appropriate insurance and/or indemnification against loss due to these and other such factors as well as against loss of personal property for reasons not attributable to **Under Construction** and that **Under Construction** shall in no way be held responsible for damages incurred by Purchaser(s) failure to obtain sufficient

insurance coverage.

- 7.) All disputes regarding this Limited Warranty shall be adjudicated under the laws of the State of Indiana and, at the sole discretion of **Under Construction** submitted for binding arbitration by an independent, recognized arbitrator and that the parties shall each incur one-half of the cost of arbitration. If **Under Construction** does not select an arbitrator within thirty (30) days of written notice of a dispute; Purchaser (s) may seek relief in an appropriate court of law. If any provision of this Limited Warranty is determined by a court or arbitrator to be invalid, only that provision shall be invalidated and the remainder of this Limited Warranty shall remain in effect. Any and all changes in this Limited Warranty must be in writing and signed by a representative of **Under Construction** duly empowered to alter this Warranty.

Limited Warranty Agreement

The undersigned hereby acknowledges possessing capacity and understanding sufficient to stipulate to the terms of the Limited Warranty, having fully read all information so contained. The Undersigned further acknowledges that this document contains the full and complete Limited Warranty and no other Warranties, express or implied, exist between themselves and/or any subsequent purchaser(s) and Under Construction outside the words of this document.

**So acknowledged under penalties of perjury this
_____ day of _____, 201____.**

**The undersigned hereby stipulates and agrees this
_____ day of _____, 201____,
that the buyer has read and understood all the
above information.**

Purchaser

Date

Under Construction

Date