

NEW HOME

Warranty



SIMPLICITY
by Hayden Homes

2464 SW Glacier Place Suite 110 Redmond, Oregon 97756

Zero Defect: Yes No
Rental: Yes No
NHO Date: _____
Close Date: _____



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Internal Use Distribution: Copy and file once all three lines are signed off:

1) Original to construction file 2) Copy to be left in Warranty binder 3) Copy in CPS warranty file

Scan to the Support Center: mvancoutren@simplicity-homes.com & bglass@simplicity-homes.com

Customer Orientation Check List

HOMEOWNER INFORMATION - Lot: _____ Community: _____

Name (s): _____

New Home Address: _____

Phone Numbers: (Home) _____ (Cell) _____

E-mail(s): _____

Homeowner understands that utilities are to be switched as of: _____

Final funding has been received or is expected to be received as of: _____

Homeowner's anticipated move in date is: _____

Plumbing:

Y	N	Fixtures
Y	N	Dishwasher
Y	N	Water Heater
Y	N	Frost Free Hose Bibs
Y	N	Main Valve/Back-Flow/Clean-out
Y	N	Refrigerator/Utility Hook-Ups
Y	N	(Other) _____

Heating:

Y	N	Thermostat
Y	N	Exhaust Fans
Y	N	Furnace Filter
Y	N	Furnace Unit Placement
Y	N	Dryer Vent
Y	N	Air Conditioner (optional)
Y	N	Fireplace
Y	N	(Other) _____

Cabinets:

Y	N	Doors
Y	N	Drawers
Y	N	Adjusting

Electrical:

Y	N	Fixtures, Switches & Locations
Y	N	Ground Fault Interrupter –GFI
Y	N	Smoke Alarms (Hard wired w/9v)
Y	N	Electrical Panel
Y	N	Overhead Garage Door pre-wired

Appliances:

Y	N	Range
Y	N	Microwave
Y	N	Refrigerator
Y	N	Disposal & Sink Stoppers
Y	N	(Other): _____

Flooring/ Counter Tops:

Y	N	Vinyl/Slate/Tile/Wood
Y	N	Carpet
Y	N	Laminate/Tile/Granite

Vinyl Windows / Screens / Dust-Sand-Wind

Y	N	
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Exterior/Interior Paint & Siding (t-up paint)

Y	N	
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Interior Items Identified During New Home Orientation:

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____

Exterior Items Identified During New Home Orientation:

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____

The following weather delayed items will be completed as weather permits:

- 1. _____

Above are the only items to be corrected by Simplicity Homes prior to the close of escrow, unless noted in the weather delay. Closing will not occur until above listed items have been signed off as complete by the homebuyer.

Homeowner (s) / Agent: _____ Date: _____

AVID SURVEY QUESTIONS:

Y N Received Simplicity Homes New Home Warranty Manual

1. At the completion of sign-off on your New Home Orientation, how many items did you list for correction in your new home?

None 1 - 3 4 - 7 8 - 11 12 - 15 16 or more can't remember

2. The items identified at your New Home Orientation were:

-Less than I expected -About what I expected -More than I expected -Much more than I expected

3. Please indicate the level of caring Hayden Homes had toward building a quality home and providing a positive experience: 😞 1 2 3 😊 4 5 6 😊

Your signature (s) below reflect that you acknowledge all items identified above have been completed by Simplicity Homes and no further cosmetic coverage is extended or implied. You have received our New Home Warranty and agree to its terms.

Homeowner (s) / Agent: _____ Date: _____

Simplicity Representative: _____ Date: _____



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by Hayden Homes

Dear Homeowners,

Congratulations on the purchase of your new home! We would like to take this opportunity to welcome you to the community and to explain our award winning Warranty Service Program.

The New Home Orientation with the Project Manager and your Customer Service personnel is the time to learn about your new home, and how the Warranty with Simplicity Homes is established.

At Simplicity Homes we strive to provide our customers with a zero defect product. Sometimes problems arise after you have lived in your home. This is why we supply our homebuyers with simple ways to place a customer service request. We track all requests and make sure that all issues are addressed promptly.

The following is included in your Customer Folder:

- Welcome Letter
- One (1) Warranty Request Form
- Miscellaneous product information

Please take the time to review the online warranty manual prior to utilizing a request form. Our Customer Service personnel are not to deviate from what is noted in the Warranty Manual. Customer Service Representatives office hours are **Monday-Friday 8:00 am to 5:00 pm**. Weekends are Project Managers and Customer Service time off.

We have delivered a zero defect home based upon your review at the Customer Orientation. Please contact us for structural items only via the below web site and fill out your service request online.

For Emergency Service Requests (noted on page 9). Please call our message phone at:

Oregon, Idaho and Washington Homeowners: Call 1-877-417-4675

Claims received after the 1 year anniversary of the close of your home will not be accepted, and no service will be provided. The Warranty Manual, manufacturer information & forms can be retrieved at:


www.simplicity-homes.com

All of us at Simplicity Homes welcome you and know that you will enjoy your new home for many years.

Sincerely,

Simplicity Homes
Warranty Claims Department

In our constant endeavor to improve our homes, Simplicity Homes reserves the right to modify floor plans, elevations, materials, design and prices. Dimensions and square footage are approximate. Renderings and photos may be of similar homes offered.

877.417.4675 CCB# OR-185357 WA-SIMPLEH915CB 



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Customer Orientation Highlights

Kitchen

- Range – No Heavy abrasives; use Cerama Brite. Self-clean feature locks oven for 4 hrs.
- Dishwasher – Use heated dry option & use drying agent.
- Microwave – Filters dishwasher safe. Do not block vent open on outside, will make noise in the wind.
- Garbage disposal – Allen wrench in bottom to free up if stuck. Reset button on bottom. Always be sure switch is off/unplugged when working on it.
- Cabinets – Front real wood. Inside, sides, and toe kick photo finish. Be aware of water on those surfaces. Clean with light solvent or soap and water.
- Counter Tops – No abrasives, knives or hot pots. Recommend purchase of cutting board.
- Vinyl Flooring – No rubber back mats or wax. Use only soap & water to clean, add ammonia to disinfect.
- Caulking – **Homeowner maintenance after orientation.** (Haystack or Antique White caulk / grout,) (Silicone & White) Check backsplash and around sink at least every 30 days
- GFCI (Ground Fault Circuit Interrupter) – If outlets are not working check reset buttons. Be aware that bad appliance chord may trip GFCI. Outside outlets may be linked to GFI in garage.
- Ice maker hookup – **Hire a certified Plumber.** Periodically check for leaks for life of appliance. Use newspaper to slide under the refrigerator to check for leaks.
- Tile needs to be sealed with grout sealer – Tile caulk is homeowner maintenance after orientation.

Bathrooms

- Regularly check caulking around sinks, toilets, tub, and tub faucets. Caulking may have a gap behind toilet.
- Leaning against the back of the toilet may cause the seal to leak on the tank.
- Courtesy flush and purchase of toilet plunger recommended.

Laundry Room

- Be sure to look at dryer plug in before buying pigtail for dryer.
- Sewer clean-out.

HVAC

- Furnace located in attic on platform next to the attic access.
- Switch located near furnace for emergency shut off. Looks like a light switch.
- Check filter in hallway at least once a month.
- Read manual for setting thermostat.

Hot Water Tank

- If electric powered you must adjust both thermostats to change water temperature.
- If gas powered lighting instructions are located on the side of the unit.
- Max temperature at tub spout is 120 degrees. May relieve if too much pressure builds inside.
- Maintenance information on the side of the unit – drain once a year.

Windows and Sliding Glass Door

- Will expand and contract based upon weather temperature. This will determine the ease of the door sliding.
- Slider jam may move a little bit with time. This is normal. Do not lubricate slider track with oil.

Outside

- Frost Free Hose Bibs – Disconnect hoses in cold weather, cover if below freezing.
- Foundation vents – Do not block in weather above freezing. Remember your pipes are well insulated.
- Condensate drain lines – Located by AC unit and over a window. If line over window has water coming out turn off AC & call Customer Service ASAP.

YOU should also purchase:

- Grout Sealer
- Caulking (Haystack or Antique White caulk / grout,) (Clear Silicone & White - Exterior caulk)
- Furnace Filters (typical size 20x20x1) replace every 30 days



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CUSTOMER ORIENTATION – ITEMS TO CONSIDER

Check for all cosmetic items today, structural items only after today.

- **Nail pops, drywall cracks & floor squeaks:** (*Keep heat consistent throughout year*). Simplicity Homes will take care of these, one time at the 11-month service request, ONLY at your request. Paint may not match (Homeowner to provide)
- **Backsplash caulking, Sinks and Tub caulking:** Is the responsibility of the homeowner due to possible water damage. Voids should be taken care of by the homeowner immediately.
- **Refrigerator Ice Maker hook ups:** Recommend a licensed plumber make the water line connection.
- **Sod, Trees & plantings are the Homeowner's responsibility:** Sod and trees are not under warranty. Trees need to be hand-watered, irrigation for the lawns are not sufficient. B-1 root stimulant is helpful.
- **Sprinkler settings are Homeowners responsibility:** Landscaper will assist you with adjustments of sprinklers one time. High winds can cause sprinkler settings to be changed or need to be cleaned. Keep sprinklers off siding. Once back yard is installed, front yard warranty is void unless you use the same installer. **Irrigation lines:** You may need to have them professionally blown out prior to freezing weather. (Make sure that you have turned off the valve to these lines, don't rely on the landscaper).
- **Grading:** Water standing or ponding is considered normal in some areas due to soil types and high rains. Settlement of graded areas around the foundation, patios, sidewalk and general yard areas will occur and is considered normal. Gutters are highly recommended, to assist in erosion and settling. It is the homeowner's responsibility to fill and grade any affected areas. Adding sod to yards will help with water percolating through soil.
- **Concrete, Sod and plantings:** Simplicity Homes does not warrant any subsequent erosion or damage due to rain, or adverse weather for any reason. Please consider adding rain gutters to your home. Dry wells are a good idea at high water areas.
- **Decking, front porch and Wood Front Doors:** Homeowners maintenance, stain/seal every 6 months.

- **Garage doors will not be warranty:** If the garage door opener is installed by someone other than the contractor that installed the garage doors. Garage doors may leak at the sides, installing a garage door opener will assist in sealing contact area.
- **Exterior Frost Free Hose bibs:** Remove hoses from exterior hose bibs in winter. Freeze damage is not covered under warranty.
- **Heat Pumps:** Heat must be kept at a constant temperature during winter or summer. Not any lower than 65 in the winter, and not any higher than 75 in the summer. Drastic temperature changes can affect the way that the home “dries out”.
- **Foundation Vents:** Please remember to add foam blocks in cold weather (20 degrees put them in) to prevent water lines from freezing. Leave vents open at 20 degrees and above, to allow for more air flow.
- **Concrete reminder:** Do not put rock salt, calcium carbonate, de-icer on concrete. Cracks in slabs & foundations will occur and are normal. 3/16” cracks in concrete is consider acceptable standard as noted in the National Association of Home Builders. Asphalt will not be warranted, homeowner to maintain. Please seal concrete to prevent flaking. Flaking is not covered.
- **Ice Dams/Snow:** Homeowner maintenance – remove from roof, gutters & around the siding.
- **Fencing & exterior building requirements:** Please contact your local HOA or community director to inquire about local requirements and permits, based upon development CCR’s.
- **Please contact us during the week, unless water is leaking, heat is not heating, or electricity to the whole house is out.**

Weekends are Simplicity Homes Customer Service and Project Mangers’ time off.

- **Please be aware that non emergency service calls over the weekend will be charged to the homeowner.**

Please confirm that something simple has not caused a problem with your (furnace/air conditioner), or electrical.

- **For emergency calls that cannot wait until a week day, please contact Customer Relations by calling**

(877) 417-4675 this is a message phone; please leave your name, address, phone number & concern. We check this number daily.

_____ Homeowner Initials



SIMPLICITY
by Hayden Homes

Homeowner's Warranty
and Manual

© Hayden Enterprises, Inc
2464 SW Glacier Place- Suite 110. Redmond, OR 97756 • Phone (877) 417 - 4675 • Fax (541) 516-4328

Introduction

Congratulations on the purchase of your new home. We are proud of your new home and are confident that you will find it all you thought it would be. This is probably the largest, most important single investment you've ever made and we wish you many years of enjoyment.

In order to help make your move as pleasurable and effortless as possible, we have prepared this Homeowner's Manual. This manual contains many important items you should know regarding your new home and some valuable tips on the proper care of your home and your responsibilities as a homeowner. It also covers the scope and coverage of your one-year limited warranty program.

Please take a minute now to read this manual in its entirety. This manual defines the customer relations responsibilities to you and your responsibility to your home. It is vital that homeowners perform required maintenance. The manual will help you get acquainted with your new home and help you protect your investment.

Today will be your day to inspect & sign off on all cosmetic items.

Customer Relations will assist you in structural items for the next year from your closing date.

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It's Orientation Day

Orientation day is the day that you are formally introduced to your new home. A successful orientation will be a thorough introduction and inspection of your new home. We will explain all of the features and benefits of your new home and ensure you are aware of all of the manufactures warranties.

Our staff will require a minimum of two hours of your time. During this time they will familiarize you with the location, purpose, operation and maintenance of all installed equipment. They will provide you with valuable warranty information on your appliances, carpet, faucets, as well as many other items in your home

It is important that you read this manual. You will have a better idea of what to expect at the orientation and what items will require your special attention. In particular, you should inspect Kitchen and bathroom cabinets, all counter tops, windows, appliances, and flooring.

Visible defects—such as scratches, cracks or chips—not listed on your orientation sheet will not be covered by this warranty.

Lighting Fixtures

We will repair or replace defective lighting fixtures only if they have been listed on the orientation sheet.

Plumbing Fixtures, Countertops

Please carefully inspect all plumbing fixtures and countertops during your orientation as we cannot assume responsibility for these items after your orientation inspection. Damaged or chipped fixtures or countertops will only be repaired or replaced if they have been listed on the orientation sheet and not thereafter.

Glass Doors, Windows, Mirrors and Screens

Windows and mirrors are not warranted against breakage and window screens are not warranted against damage. However, any broken, chipped, or cracked glass or mirrors, and damaged screens, will be repaired or replaced if listed on the orientation sheet.

Siding

Damaged Siding will only be repaired or replaced if noted on your orientation sheet.

Gutters and Downspouts (if installed)

Damaged gutters and downspouts will be replaced only if recorded on the orientation sheet.

Concrete or Asphalt Driveways and patios

Please check all concrete or asphalt surfaces for any damage during your orientation. Cracks in concrete are expected and considered normal. Driveways and patios are not warranted for cracks or damage. However, damaged concrete or asphalt will be repaired if recorded on the orientation sheet.

Flooring

Please check all flooring for dings, dents, stains, scratches. These items will only be repaired if noted on the Customer Orientation Report.

Please take your time and thoroughly inspect these items during the orientation since any defects not noted in the Customer Orientation Report are not covered under this warranty and will not be repaired or replaced.

After a successful completion of the customer orientation, our staff will sign the Customer Orientation Report and provide a copy to you. Make sure all items are written on the Customer Orientation Report. Only written items will be covered and any verbal agreements are not covered or binding.

We look forward to your orientation day and strive to deliver you a zero defect home. We are happy to have you join our neighborhood and look forward to meeting your needs in the future.

Rental or Non-Owner Occupied Homes

The Builder does not warrant rental or non owner occupied homes except as listed below. The one year limited warranty **does not** apply. Only the items listed below will be covered by the Builder for one year after the closing of the home to the original purchaser.

Structural Defects:

1. Only Major Structural Defects (MSD) will be covered: All of the following conditions must be met to constitute a Major Structural Defect:
 - a. Actual physical damage to one or more of the following specified load bearing segments of the home;
 - b. Causing the failure of the specific major structural components; and
 - c. Which affects its load-bearing function to the degree that it materially affects the physical safety of the occupants of the home:

Load-bearing components of the home deemed to have MSD potential:

- i. Roof framing members (rafters and trusses);
- ii. Floor framing members (joists and trusses);
- iii. Bearing walls;
- iv. Columns;
- v. Lintels (other than lintels supporting veneers);
- vi. Girders
- vii. Load bearing beams
- viii. Foundation systems and footings.

Examples of non-load bearing, non-structural elements that Warranty will not cover are:

- i. Non-load bearing partitions and walls;
- ii. Wall tile or paper, etc;
- iii. Plaster, laths, or drywall;
- iv. Flooring and sub-flooring material;
- v. Brick, stucco, stone, or veneer;
- vi. Any type of exterior siding;
- vii. Roof shingles, sheathing, and tar paper;
- viii. Appliances, fixtures, or items of equipment; and
- ix. Doors, trim, cabinets, hardware, insulation, paint, and stains

Plumbing System:

The plumbing system is warranted to be free of leaks, for a period of one year from the original date of closing.

Electrical System:

The electrical system will be warranted under the same terms as the standard one year limited warranty.

HVAC System:

The HVAC system will be warranted under the same terms as the standard one year limited warranty. The Builder covers no other items in a rental property. This warranty does NOT cover any person or entity other than the original purchaser of the home.

IF YOU SELL YOUR HOME, YOUR WARRANTY IS HEREBY TERMINATED

Making a Claim

During the first year in your new home, you are provided the opportunity to make a Warranty Claim, if necessary. Please go to www.simplicity-homes.com, in the top right corner of the web site under Warranty and fill out a form on line or you can fax the warranty service form.

Visit: www.simplicity-homes.com/warranty

Warranty Department Fax: (541) 516 - 4328

Because of the importance of customer service to both our company and to you, we require all warranty requests for service to be made through the website. NO TELEPHONE CALLS WILL BE ACCEPTED FOR SERVICE REQUESTS. Under no circumstance, call the local project manager for service.

It is important to make sure all warranty claims are sent thru the system, so they can be tracked to ensure quick and prompt service.

Normal Service

Upon receipt of your service request, and verifying that the item(s) requested are covered under this Warranty, a Warranty Service Representative will acknowledge your request in writing. A Simplicity Homes Warranty Representative will make arrangements with you to correct any items covered by this agreement. Our Warranty Service Representative will make an appointment for you Monday through Friday from 8:00 a.m. to 5:00 p.m.

We will not enter your house unless an adult is present. The homeowner must make arrangements to have themselves or their agent present at all times while work is being done inside the home.

Please contact us in advance to cancel any appointments. Any appointments broken without advance notice will not be automatically rescheduled and you will be responsible to pay any trip charges for which we have been billed or incur.

If you fail to respond to our attempts to contact you and schedule service or cancel three appointments, we will cancel the request and not make any further attempts to contact you. Any future claim for the same repairs will be denied and not eligible for repair under this warranty.

Emergency Service

Emergency service can be obtained during normal business hours by calling the Customer Service Department. For purposes of this Warranty, emergencies shall be limited to:

1. Total stoppage of the plumbing sewer/septic system.
2. Water system leaks, which require service to be shut off to avoid serious damage to the building or furnishings.
3. Complete loss of heat in cold weather.
4. Total loss of electrical service, which is not a general utility company power outage.

Customer Relations Department – (877) 417 - 4675

One-Year Limited Warranty Program

The one-year limited Warranty commitment relates only to Covered Defects which are defined as defects in material and workmanship that are either part of the structure or are elements of the home as supplied by the Builder at the date of the closing. The one year limited warranty is for the term of one year and starts at the day of closing or the first day of occupancy, whichever comes first. This is not an insurance policy nor a maintenance agreement, but a definition of what the owners have a right to expect in terms of warranties.

This one year limited warranty does not cover any person or entity other than the original purchaser of the home. If you sell your home, your warranty is hereby terminated.

This one year limited, warranty is void if the home is used as rental property or is not occupied by the original purchaser. The builder will only cover specific items for a rental property or non owner occupied home clearly described under the heading “Rental or non owner occupied homes).

The Builder’s liability under this Limited Warranty:

1. Shall not exceed the purchase price paid by the original purchaser for the residence
2. Shall not extend to consequential damages such as bodily injury, damage to personal property or damage to real property which is not part of the residence.

Actions taken by the Builder to correct a defect (s) shall not extend the terms of this Limited Warranty.

We warrant to the original owner those components of your home as indicated by the express statements set out in the paragraphs labeled “WARRANTY” contained in this booklet.

IN EACH CASE THE WARRANTIES WE MAKE ARE SUBJECT TO THE “LIMITATIONS” SPECIFIED IN EACH SUCH PARAGRAPH AND FURTHER SUBJECT TO THE FOLLOWING GENERAL LIMITATIONS AND EXCLUSIONS. TAKEN TOGETHER, THESE PROVISIONS CONSTITUTE THE ENTIRE WARRANTY, AND THE ONLY WARRANTY THAT WE MAKE ON YOUR HOME. OTHER THAN THESE EXPRESS STATEMENTS, WE MAKE NO ADDITIONAL WARRANTY, REPRESENTATION OR UNDERSTANDING OF ANY KIND (EITHER EXPRESS OR IMPLIED, ORAL OR WRITTEN), NOR IS ANY PERSON (FOR EXAMPLE SALESPERSON, AGENT, BROKER, PROJECT MANAGER, OR OTHER REPRESENTATIVE) AUTHORIZED TO DO SO ON OUR BEHALF.

EXCLUSIONS:

This Limited Warranty excludes any loss or damage which is not a covered defect, including:

1. Loss or damage, which the homeowner has not taken timely actions to minimize or prevent.
2. Loss or damage caused by or resulting indirectly from accidents, riots, theft, falling objects, aircraft, vandalism, explosions, military conflict, acts of God, water escape, lighting, windstorms, hail, floods, earthquakes, mudslides, volcano's, or any other circumstance that is deemed abnormal.
3. Loss or damage to any real property which is not part of the home originally sold as stated in the closing documents and covered by this limited warranty.
4. Normal wear and tear.
5. Loss or damage caused by termites, other insects, birds, vermin, rodents or other wild or domestic animals.
6. Any conditions which does not result in actual damage to the home, including but not limited to uninhabitability or health risks due to the presence or consequence of electromagnetic fields, radon gas, formaldehyde, organic growth, or other pollutants and contaminants; or the presence of hazardous or toxic materials.
7. Bodily injury or damage to personal property.
8. Consequential damages, including but not limited to, costs of shelter, food, transportation; moving and storage; any other expenses related to inconvenience or relocation during repairs to the home; and any diminution of the market value of the home.
9. Defects in outbuildings including, but not limited to detached garages and detached carports (except outbuildings which contain the plumbing, electrical, heating, cooling or ventilation systems serving the Home); site located swimming pools and other recreational facilities; driveways; walkways; patios; boundary walls; retaining walls; bulkheads; fences; landscaping (including siding, seeding, shrubs, trees and plantings); of-site improvements; or any other improvements not a part of the home itself.

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

- a) Negligence, improper maintenance or improper operation by anyone other than Simplicity Homes, its employees, agents or subcontractors.
- b) Failure by the Home Owner or by anyone other than Simplicity Homes, its employees, agents or subcontractors to comply with the warranty requirements of manufacturers of appliances, fixtures and items of equipment.
- c) Failure by the Home Owner to give notice to Simplicity Homes of any defects within a reasonable time.
- d) Changes of the grading of the ground by anyone other than Simplicity Homes, its employees, agents or subcontractors.
- e) Changes, alterations or additions made to the Home by anyone after the Limited Warranty Commencement date.
- f) Dampness or condensation due to the failure of Homeowner to maintain adequate ventilation.
- g) Sprinkler systems must be installed so that they do not spray against your house. The use of a planter strip around the perimeter of your house is a must. This will limit the amount of water put against your foundation.
- h) The improper use any type of sprinkler that puts water against the house must be avoided.

11. Any defect in, caused by, or resulting from materials or work supplied by anyone other than Simplicity Homes, its employees, agents or subcontractors.

12. Loss or damage caused by or resulting from soil movement for which compensation is provided by legislation or which is covered by other insurance.

13. Loss or damage caused by or resulting from abnormal loading on floors by the Homeowner, which exceeds design, loads as mandated by codes.

Homeowner Maintenance

The Builders' one-year Limited Warranty covers only some of the items relating to the structure, construction, workmanship, and quality of materials used in your home. Please read the following "Homeowner Maintenance" section as it will apply to your new home, since failure to follow the guidelines in this section will void applicable parts of the Warranty.

FIREPLACE

Fireplace glass requires periodic cleaning to remove dust, dirt, and any build-up created as a result of gas combustion.

INTERIOR CAULKING AND GROUTING

Due to normal shrinkage that occurs as grouting dries, it is the responsibility of the homeowner to regrout cracks in the joints of ceramic tile located around tub, shower, floors and countertops. It is also the homeowner's responsibility to recaulk, as needed, those areas where ceramic tile meets drywall surfaces, and counter top areas. This must be done periodically to maintain the integrity of the tile surrounds, and is the responsibility of the homeowner throughout the life of the home. The builder will not be responsible for damages resulting from improperly maintained grout and caulk joints in tub, and shower areas.

Gaps may also appear at the joints in woodwork and at joints between woodwork and adjacent drywall surfaces. These separations are a normal part of the drying process and are the homeowner's responsibility to caulk as part of normal homeowner maintenance.

HEATING AND COOLING SYSTEM

It is the homeowner's responsibility to periodically change and/or clean the HVAC filters and to balance the heat registers and dampers. Balancing of the heat registers and dampers is performed by the HVAC contractor during installation but will require adjustment by the homeowner as the climate changes. Lack of heat or furnace failure (including fire) due to a dirty furnace filter is not covered by this Warranty

COUNTERTOPS, CERAMIC TILE AND PORCELAIN

Use only manufacturer-approved, non-abrasive cleaners to clean countertops, ceramic tile, sinks, bathtubs and appliances. Damage to these areas caused by abrasive cleaners is not covered by this Warranty. **Seal all grout, porous granite, tile and slate.**

GRADE AND LANDSCAPING

The lot has been graded to provide drainage away from the house, settling of soil is normal. Ponding will occur and is acceptable. It is the responsibility of the homeowner to periodically refill settled areas and to prevent water from collecting in trapped areas and seeping into basements or crawlspaces.

ROOFING AND GUTTERS

During continuous cold spells, when ice and snow accumulate, downspouts may freeze and ice buildup may occur at the eaves of your roof. This is a homeowner maintenance item and any damage resulting from this condition is not covered by this Warranty.

CONCRETE

Ice Melt, chemicals, and salt must not be used on concrete to melt snow. Chemicals such as rock salt or any chloride heating agents will cause deterioration. Salt in the ice that will melt off of cars will also damage new concrete, and any damage from this is specifically not covered by this Warranty.

The builder is not responsible for cracks in concrete. It is the responsibility of the homeowner to fill any cracks to prevent further damage by freezing or thawing of water in the cracks. Damage will occur if large trucks or heavy loads are placed on the driveway or walkways and should be prevented by the homeowner.

ASPHALT

Petroleum based solvents (gasoline, paint thinner, turpentine, etc.) will deteriorate asphalt. Any damage from such substances is not covered by this Warranty.

Asphalt will also get very soft during hot weather and will be subject to damage from vehicles and sharp objects (ie. bicycle kickstands). Any damage to asphalt driveways during hot weather is a condition for which the Builder will not be responsible.

Interior Warranty Coverage

Interior Woodwork

HOMEOWNER RESPONSIBILITY

Wood is an organic building material and will expand and contract as the weather changes. It is affected by heat and cold, and may shrink under conditions of low humidity and expand when humidity is high. Although it is impossible to completely eliminate the problem, keeping the house at an even temperature and humidity will help.

WARRANTY

Joints in moldings and joints between moldings and adjacent surfaces (door casings, miters, base to walls, casing to walls, chair rails to walls, etc.) should not have gaps exceeding 1/8" in width. Defective joints by this standard will be repaired by the Builder only during the first year of the Warranty. Caulking is an acceptable repair. The builder will re-caulk areas needing repair only one time during the warranty period.

LIMITATIONS

This Warranty does not cover:

- Restoration of repaired areas to any condition other than to the original surface supplied to your home.
- Normal Homeowner Maintenance, ie: caulking or cracks less than 1/8" in width.

Interior Doors

HOMEOWNER RESPONSIBILITY

During the summer months there is usually very little trouble with doors, but winter heating may change the moisture content of the wood, causing temporary warping. Interior slab doors and bifold doors often stick or warp due to various weather conditions. It is the homeowner's responsibility to apply graphite spray to the tracks or jamb as required to prevent sticking. Use graphite on door locks and do not allow the door to be slammed.

Some doors will have hinge-pin type door stops. Caution must be used to prevent the door from being opened too wide or with too much force which would cause damage to both the door stop and the door which would not be covered by this Warranty.

WARRANTY

Interior doors are warranted for one year after closing on your home to be free from defects in materials and workmanship. We will repair or replace doors that become inoperable, have splits or cracks wider than 1/8" or that warp more than 1/4", measured diagonally from corner to corner, during this period and not thereafter.

Some hairline splitting or cracking of door panels is normal as long as light is not visible through the door. If light is visible, the Builder will fill the split and, as nearly as possible, match the paint or stain on the door. Door panels may shrink and expand and may expose unpainted surfaces; this is considered normal. This will be done under the first year Warranty period and not thereafter.

LIMITATIONS

This Warranty does not cover:

- Repair or replacement of doors which warp less than 1/4", measured diagonally from corner to corner, during the warranty period.
- Glass is not warranted by Builder unless noted on Customer Orientation Report

Drywall

HOMEOWNER RESPONSIBILITY

The interior of your walls are constructed of drywall installed over wood. Because of the nature of organic materials, some contraction and expansion will occur. This shrinking and swelling can cause nail pops and settlement cracks during the drying out or settling process of your home. This is normal. No attempt should be made to repair these occurrences in the drywall until your home has gone through this drying process (approximately 1 year). You can use spackle to fill in these areas, which can be obtained at any hardware store.

WARRANTY

Slight defects and irregularities on the finished surfaces of interior walls are normal. Obvious defects such as blisters in tape, significant trowel marks and seam lines from tape will be repaired by the Builder.

The builder will also repair any area where cracks due to settlement have occurred that are greater than 1/8". **However, any drywall repairs will be made only once during the first year of the Warranty, and not thereafter.**

LIMITATIONS

This Warranty does not cover:

- Nail Pops.
- Cracks arising from shrinking and swelling, or minor settlement cracks 1/8" or less in width
- Paint colors other than originally used by Builder

Paint

HOMEOWNER RESPONSIBILITY

The walls and woodwork of your home have been primed and finished with premium quality paints and the colors should be uniform throughout the house. However, certain areas may tend to "flash" or have variations in color or texture under certain lighting conditions or at different times of the day. Such conditions are usually the result of normal touch-up practice during the finishing of your home and are acceptable under the terms of this Warranty.

Stained and varnished woodwork should have a warm, pleasing appearance but will contain variations in color ranging from very light to very dark. While an attempt is made to control the color of wood being installed, some degree of color variation is to be expected.

Never attempt to clean your walls, trim or woodwork with abrasives or solvent based cleaners.

WARRANTY

Natural interior finishes on woodwork should not crack, peel, flake, check (small cracking) or otherwise deteriorate during the first year Warranty period. If they do, the Builder will re-touch the affected areas, matching the color as closely as possible, one time during the Warranty period and not thereafter.

LIMITATIONS

This Warranty does not cover:

- Any surfaces that have been repainted or modified by the homeowner or anyone other than the Builder.
- Paint touch up that does not match

Floors

SUGGESTIONS AND HOMEOWNER RESPONSIBILITY

As wood contracts and expands it will cause many conditions that contribute to floor squeaks. The combination of metal joist hangers and wood also are a contributing factor to squeaks. Floor squeaks and pops are considered normal and will appear and disappear with changes in weather conditions. Floor squeaks and pops are not covered by this Warranty.

WARRANTY

- Floor squeaks and pops are not covered by this Warranty and will not be repaired by the Builder.

Hardwood Flooring

HOMEOWNER RESPONSIBILITY

It is the nature of oak flooring, like any wood, to be affected by changes in the relative humidity in your home, resulting in swelling and shrinking. To protect the wood, the floors have been stained and sealed with two coats of varnish. We recommend that hardwood floors and stair treads be kept sealed and a whole house humidifier be installed. Use only those products intended for use on wood floors to clean these areas. DO NOT allow water to sit on the floor and do not drag or “scoot” furniture or appliances across these floors.

WARRANTY

Cracks in wood flooring and between pieces of wood flooring greater than 1/8” will be repaired by the Builder. Cracks of 1/8” or less are normal due to expansion and contraction of the wood and will not be repaired.

Acceptable repair can be wood fillers stained to match the existing floor as closely as possible.

LIMITATIONS

This Warranty does not cover:

- Shrinkage or expansion in wood flooring and/or between pieces of wood which are 1/8" or less in width.
- Normal squeaks from expansion and shrinkage.

Resilient Floors

HOMEOWNER RESPONSIBILITY

Your new home may be equipped with resilient floors in the bathroom(s), kitchen and utility rooms. We would like to make you aware of some of the inconveniences that may occur with these floors. The following are three problems, which occasionally are experienced:

1. Raised Nail heads – These are caused by movements of the floor joists because of shrinkage and deflections. We have attempted to minimize the problems by using special nails, and gluing the sub-floor. If you notice raised nail heads, we suggest that you re-drive these nails with a block of wood and a hammer.
2. Seam lifting or peaking – This is caused after installation by water seeping into the underlayment through a seam. It usually occurs in the bathroom near the tub or toilet. As part of routine maintenance, you must caulk tub and toilet joints with a compound made for this purpose. (We recommend DAP “Acrylic Latex Caulk with Silicon”.) Precautionary measures should be taken to prevent spilling water on the floor from baths and showers. Spilled water should be cleaned up immediately and any damage from water is not covered by this Warranty.
3. Ridging of Underlayment – We have sanded or filled the underlayment joints to minimize the possible problems of ridges showing through. Ridging which may occur is unpreventable because of the necessity of using pieces of underlayment.

Resilient floors can be permanently damaged by sharp objects. Using casters will help protect your floors against damage which may be caused by sharp objects or furniture legs. Any nicks or cuts in the resilient flooring that are noted on the Orientation Report will be repaired by the Builder, but the responsibility of homeowner after occupancy.

WARRANTY

All resilient floor coverings are warranted to be free of defects in materials and workmanship for one year after closing your home.

LIMITATIONS

This Warranty does not cover:

- Raised nail heads which have not broken the surface of the floor covering.
- Seam lifting or separation of flooring arising from water spillage such as that which may occur around the tub, toilets, shower, kitchen areas.
- Damage arising from sharp objects such as spike heel shoes and furniture legs with sharp edges or small areas at the bottom
- Precise matching on any resilient floor repairs
- Cutting or replacing pieces of defective floor area is an acceptable repair.

Ceramic, Marble, Slate and Quarry Tile Floors

HOMEOWNER RESPONSIBILITY

Your new home may include ceramic tile, marble, slate and/or quarry tile floors.

They provide durable and beautiful covering for your floors. However, as with any fine floor, care should be taken to avoid dropping heavy objects on these surfaces, since cracked or broken tiles can result.

Hairline cracks may develop in the grout between floor tiles due to normal settling; and cracking may develop between ceramic floor tile and bathtub for similar reasons. Both can be repaired by simply filling with a grouting available from any hardware store.

Seal all tile, slate, marble, and quarry tiles. Sealers prevent stains and increase the life of your stone products.

WARRANTY

The Builder will replace any broken floor stone/tiles which are noted on the Orientation Report. Tiles or stones damaged after occupancy will not be covered under this Warranty.

Cracks in the grout between stones or tiles greater than 1/8" will be repaired by the builder, but cracks 1/8" or less are normal and will not be repaired unless the adjacent stones or tiles become loose. Any cracks, chips, or other defects will be repaired by the builder if noted on the Orientation Report but become the responsibility of the homeowner after the repair is completed.

LIMITATIONS

This Warranty does not cover:

- Damage, including cracked or broken tiles arising from dropping heavy objects.
- Hairline cracks which may develop in grouting between tiles.
- Any separation in the grout such as that which may occur between bathtub and ceramic floor tile.

Ceramic and Porcelain

HOMEOWNER RESPONSIBILITY

Due to normal shrinkage that occurs as grouting dries, it is the responsibility of the homeowner to regrout cracks in the joints of ceramic tile located around tub and shower areas. It is also the homeowner's responsibility to recaulk as needed, those areas where ceramic tile meets drywall surfaces. This must be done periodically to maintain the integrity of the tile surrounds, and is the responsibility of the homeowner throughout the life of the home. The Builder will not be responsible for damage resulting from improperly maintained grout and caulk joints in the tub, shower, toilets, sinks, fireplaces, floors and kitchen areas.

WARRANTY

Loose and/or cracked tiles not damaged by lack of maintenance or negligence of the homeowner will be resecured or replaced by the Builder within the first year of the Warranty. (Discontinued patterns or color variations in ceramic tile will not be the Builders responsibility.)

LIMITATIONS

This Warranty does not cover:

- Chipped or nicked ceramic tiles; nicked or dented porcelain surfaces not listed on the Orientation Report.

Carpeting

SUGGESTIONS AND HOMEOWNER RESPONSIBILITY

The carpeting in the primary living areas of your home has been professionally installed.

Carpeting comes in standard widths and seaming of the carpeting is unavoidable in installation. Every effort is made to limit the number of seams and to locate them as unobtrusively as possible. Nevertheless, seams can be noticed, especially when one is looking for them. Seams tend to show more in flat, even-pile carpeting than in shag carpeting, and become less noticeable over time.

In certain instances your carpet may appear to be loose, for reasons other than faulty installation. Often this condition is due to an increase in humidity. Carpet comes in continuous and non-continuous fiber. Non-continuous fiber will fill up your vacuum bags during the first several vacuum cleanings. This is normal and not a defect in the carpet.

Following these useful maintenance tips will help your carpet remain beautiful for as long as possible:

1. Have your carpet professionally cleaned periodically. The frequency of cleaning depends on the type of yarn and the color of carpeting (light colors soil sooner than dark colors), the size of your family and the amount of dirt tracked in. Steam cleaning is hard on carpet and often results in the “heat set twist” coming out, thereby resulting in permanent damage to the pile. Usually conventional shampooing is less harsh.
2. When cleaning spots, do not rub the spot, but “blot” it clean with warm water and or as suggested by the manufacturer.
3. If you prefer to not wear shoes, we recommend that you wear socks or bedroom slippers when walking on your new carpet. This will prevent the oils in the skin on the bottom of your feet from getting in the carpet fibers.

WARRANTY

Wall to wall carpet installed in the home by the Builder will be resecured should it come loose or separate at its’ point of attachment or restretched if it should stretch excessively. This will be done one time during the first year of warranty.

LIMITATIONS

This Warranty does not cover:

- Precise matching of your carpet to the carpet sample (dye lots in carpeting vary slightly between batches of carpet manufactured.)
- Seams in carpeting which are reasonably visible.
- Reasonably loose carpeting arising from factors such as humidity or normal “wear and tear”.
- Fading of carpet due to sunlight or stains of any kind once the home is occupied.

Vinyl Flooring

SUGGESTIONS AND HOMEOWNER RESPONSIBILITY

A damp mop should keep vinyl floors looking new. Use only cleaning supplies recommended by the manufacturer. Never use an abrasive material to clean the floor. Abrasive cleaners and scouring pads will dull the finish of the floor. Sharp objects or furniture with small legs can cause indentations or tears and should not be placed on vinyl floors.

Refrigerators and stoves often cause damage to vinyl as they are installed. Extreme care should be exercised when installing heavy equipment to avoid any tears, rips, or indentations.

The Builder will not warrant any vinyl floors for tears, rips, or indentations unless noted on the Customer Orientation Report.

Vinyl is made in standard size rolls and must be seamed together when installed. Small separations in seams over time will occur.

WARRANTY

Bad seams will be repaired when the gaps are wider than 1/8” within the one year warranty period. The Builder will replace only that section of flooring where the seam is wider than 1/8”, not the entire room. The Builder will use the same vinyl as originally installed if it is still being manufactured. Color lots vary and an exact color match should not be expected.

LIMITATIONS

This Warranty does not cover:

- Tears, rips, or indentations unless noted on the Customer Orientation Report.

Plumbing

SUGGESTIONS AND HOMEOWNER RESPONSIBILITY

We ask that you thoroughly inspect all plumbing fixtures in your home during your orientation inspection. Any chips or other damage must be noted at that time.

Single lever faucets have been used in many areas. These faucets usually require little or no maintenance. Please note, however, that faucets may leak or drip due to worn or defective washers. Care should be taken to close the faucets just hard enough to shut off the flow of water. If closed too forcefully, the washer may be cut. Washer replacement is the responsibility of the homeowner and is part of normal Homeowner Maintenance.

Do not flush diapers, disposable napkins or any other foreign material down your toilets. The Builder does not warrant clogged toilets or sinks

Never pour grease, oil, paint, or thinner into the garbage disposal unit or other drains.

Never step into a bathtub or shower with shoes on. Shoe soles carry hundreds of gritty particles which can scratch the surface.

Do not use plumbing fixtures as receptacles for photographic or developing solution. Developer stains are permanent.

Your garbage disposal, if installed, is equipped with a built-in circuit breaker. The reset button is usually on the bottom of the unit under the sink. You should check this button before calling for assistance. Your garbage disposal also has manual wrench that can be used to help unblock foreign material. Your owner's manual will guide you in how to use this wrench and cover all safety features you should follow before clearing any items.

Freeze-resistant exterior sill cocks (water faucets) have been installed in your home. However, DO NOT ALLOW HOSES TO REMAIN CONNECTED TO EXTERIOR SILLCOCKS DURING COLD WEATHER. Doing so will result in frozen and ruptured water lines and flooded basements and crawlspaces. In addition, be sure that during cold weather these faucets are turned completely

off to prevent the possibility of frozen and broken pipes. Sillcock pipes broken as a result of freezing and any related damage caused as a result of freezing are not covered by this Warranty.

WARRANTY

If pipes leak or break as a result of defective materials or workmanship, the Builder will make necessary repairs. Systems have been designed and installed to meet all approved building, plumbing, and health codes. Conditions beyond the Builder's control which disrupt the water supply, eliminate the source of water supply, or because the pipes to break or leak are not covered by this warranty

Leaks that occur during times other than normal business hours require the homeowner to immediately shut off the main water supply to avoid any further water damage. Any water damage due to not shutting off the main water supply is not covered under this warranty. The leak should be reported to the Builder when normal business hours resume so that repairs can be made quickly.

Condensation on pipes does not constitute leakage and is not covered under this Warranty. Dampness of walls or floors may occur in new construction. It is not considered a deficiency and no warranty coverage is provided for this condition.

LIMITATIONS

This Warranty does not cover:

- Leaking or dripping faucets arising from worn or defective washers;
- Visible defects other than those noted on the Customer Orientation Report;
- Any whirlpool bath, garbage disposal, water heater, water softener or sump pump installed in your home. (These items, to the extent present, are warranted and serviced by the manufacturer, installer and/or other supplier.)

Appliances

SUGGESTIONS AND HOMEOWNER RESPONSIBILITY

Your appliances have been selected for ease of use and durability. Should you require service for you appliances, please consult your warranty manual for the appropriate contact information. The Builder does not provide warranty or scheduling of warranty for appliances.

WARRANTY

We do not warrant any appliances. These items are warranted by the manufacturer.

Water Heater

SUGGESTIONS AND HOMEOWNER RESPONSIBILITY

Your water heater is installed with a pressure relief valve to relieve excess pressure in the tank due to high water temperature. When the relief valve is operating it may appear the tank is leaking; actually, it may be merely releasing excess pressure. Water heaters normally collect a small amount of dirt and scale in the bottom of the water tank and should be flushed out every 6 months using the hose connection at the bottom of the tank. We recommend the homeowner hire a licensed plumber. If a gas water heater is installed, the pilot light may go out due to a drop in pressure or dirt in the gas main. You should follow the manufacturer's recommendation when relighting the water heater.

WARRANTY

We do not warrant the hot water heater. This item is warranted by the manufacturer.

Sewer/Septic Systems

SUGGESTIONS AND HOMEOWNER RESPONSIBILITY

Most problems with sewer lines can be avoided by not stuffing large objects into the drain lines. Care should be taken to avoid disposal of sanitary napkins, disposable diapers and other similar materials into plumbing fixtures in order to minimize the possibility of clogging. Any clogging is the responsibility of the homeowner.

WARRANTY

Sewer lines and septic lines are warranted from breakage for one year after closing your home.

LIMITATIONS

- Any clogging of the sewer lines and subsequent damage is not covered under this Warranty

Wells/ Public or Private Water District

SUGGESTIONS AND HOMEOWNER RESPONSIBILITY

Please do not attempt to adjust the pressure yourself. It can be extremely dangerous to change the water pressure beyond the present limits. A licensed plumber has set the pressure on any well systems and the Water District provides constant pressure on their systems. If a sprinkler system is added to a system with a well, the tank and pump may need to be upgraded.

WARRANTY

The water pipes are warranted from leaking for one year after closing.

Heating, Air Conditioning and Ventilation

SUGGESTIONS AND HOMEOWNER RESPONSIBILITY

Your home is furnished with either forced air wall heaters or a forced air furnace and may include an air conditioning system. The following points are suggested in case of any difficulties you may encounter. Before calling for service:

1. Check your circuit breaker.
2. Check the electrical switch that controls your furnace. (Note: The switch will be on or near the furnace.)
3. If you are not receiving the heat distribution you desire, be certain that all room registers and dampers are open
4. In many instances insufficient heat is caused by dirty air filters. Filters on furnaces should be cleaned or replaced monthly. Forced air wall heaters should be blown out on a regular basis.
5. Leave doors open for better air circulation in bedrooms if you are using a furnace. Close doors in rooms to heat just portions of the house if using forced air wall heaters.

WARRANTY

Furnace: Ductwork may make “ticking” or “cracking” sounds when the metal expands and contracts as warm and cold air contacts it. This is normal and is not covered under this Warranty. If a loud “booming” noise can be heard, either from expansion and contraction or from movement of the ductwork against floor or roof trusses, or if the ductwork should separate and become unattached, the Builder will repair the ductwork.

Forced Air Wall Heaters:

The forced air wall heater should provide enough heat to provide an inside temperature of 75 degrees Fahrenheit measured in the center of the room at a height of 5 feet above the floor. The degree settings on the temperature control are estimates approximate and are not covered by this warranty.

LIMITATIONS

This warranty does not cover:

- The furnace, air conditioning and ventilation units themselves, including exhaust fans, or any defect arising from any cause other than the manner in which such units have been installed; these units, to the extent present, are warranted and serviced by the manufacturer, installer, and/or supplier

Electrical

SUGGESTIONS AND HOMEOWNER RESPONSIBILITY

The electrical system and associated wiring in your home were designed and installed according to all applicable building and electrical codes. Occasionally, you may encounter a switch, an outlet or a circuit that doesn't work. Before contacting the Customer Service Department, check the following things.

1. Check for burned-out or loose bulbs.
2. Make sure any associated switches are "on".
3. Check for built-in reset buttons on the outlet or surrounding outlets close by.
4. Check for a faulty appliance.
5. Check the service panel for "tripped" breakers.

Your electrical wiring is protected by circuit breakers located at the main service panel. Circuit breakers eliminate the problems associated with replacing fuses. The breakers are normally in an "on" position. When a problem occurs, the breaker will appear in the tripped position. To restore power, turn the breaker "off", then snap it to the "on" position.

Ground Fault Interrupters have been installed in the electrical system and control outlets located in the bathroom(s), kitchen, garage and exterior according to approved electrical codes. These are sensitive breakers and can be tripped very easily.

NOTE: DUE TO THIS FACT, FOOD FREEZERS SHOULD NOT BE PLUGGED INTO THESE OUTLETS. FOOD FREEEZERS AND REFRIGERATORS SHOULD ONLY BE PLUGGED INTO A DEDICATED OUTLET.

WARRANTY

The Builder will inspect and repair (if necessary) any wiring, receptacles, switches, and/or junctions originally installed in the home; A) should the wiring and electrical system fail to operate properly under normal residential use and/or B) should the wiring and electrical system, under normal circumstances, cause circuit breakers to activate continuously and regularly.

LIMITATIONS

This warranty does not cover:

- Defects in lighting fixtures not noted on the Customer Orientation Report
- Any doorbell chimes which may be installed in your home. (This item, if present, is warranted and serviced by the manufacturer, installer and/or supplier.)
- Any additions or modifications made to the electrical system by anyone other than the Builders' personnel, and any associated electrical system failures caused by these additions or modifications.

Kitchen Cabinets and Bathroom Vanities

SUGGESTIONS AND HOMEOWNER RESPONSIBILITY

The cabinets in your home are factory finished and should be cared for as suggested by the manufacturer. Care should be taken to avoid overloading cabinets with excessive weight. Care should be taken to make sure standing water is not left sitting on or in the cabinets. If a water leak occurs, it is the homeowner's responsibility to keep the water from pooling in the cabinet. If water damage occurs due to standing water, the Builder will not be responsible.

WARRANTY

Under normal use, if kitchen cabinet drawers, doors and other operating parts do not function properly, the Builder will replace or repair them as necessary. The Builder will repair or replace kitchen and vanity drawer fronts and/or doors which have warped more than ¼”.

Doors, drawer fronts, rails and/or stiles will be repaired or replaced if they crack or split apart under normal use. Scratches, gouges and nicks not noted during the Homeowner Orientation will be considered as part of normal wear and tear and are not covered under this Warranty.

Cabinets that separate more than ¼” from the wall will be warranted by the Builder. The cabinet(s) will be refastened as necessary.

LIMITATIONS

This warranty does not cover:

- Visible defects in cabinets or vanities not listed on the Customer Orientation Report
- Wood grains and variations due to wood species and natural wood variations.

Kitchen Countertops of High Pressure Laminated Plastic

SUGGESTIONS AND HOMEOWNER RESPONSIBILITY

Your kitchen countertops are heat resistance, not heat proof. Cooking pots, as they come off your stove, are very hot. Do not put hot pans or cigarettes directly on countertops. Use trivets or hot pads lined with a heat-resistant material.

Your countertops are made of a very tough material which is scratch resistant and will not crack or crease under normal usage. The countertops will scratch if used as a cutting surface. Use a cutting board when cutting food or other items in your kitchen.

Use mild soapy water, for the cleaning of the countertops. Heavy abrasives in some cleansers will damage the surface.

WARRANTY

Surface cracks or chips on high pressure plastic laminate kitchen, vanity and/or desk area countertops noted at Orientation, will be repaired one time only, but any defect occurring or noted after occupancy begins is specifically excluded from coverage under this Warranty. Joint separations wider than 1/16” and/or surface alignment differentials of more than 1/16” at deck-area joints will be

repaired by the Builder. (Repaired areas may differ slightly in color or texture, but every effort will be made to obtain a match as exact as possible.

Recaulking of countertops to walls for gaps of 1/8" or less is the responsibility of the homeowner and is not covered by this Warranty.

Delamination of countertop will be repaired by the Builder within the one year warranty period.

For gaps between the countertop and wall of more than 1/8", the Builder will take corrective action. The builder will only re-caulk gaps one time during the warranty period.

Countertops are warranted to be free of defects in materials and workmanship for one year after closing of your home.

LIMITATIONS

This warranty does not cover:

- Heat Damage
- Damage caused by use of abrasive cleansers; scratches or other visible defects not listed on the Customer Orientation Report
- Cracks or gaps in caulking less than 1/8" in width around countertops as a result of normal settling

Filling or caulking is an acceptable repair.

Cultured Marble Vanity Tops and Basins

SUGGESTIONS AND HOMEOWNER RESPONSIBILITY

Use only mild liquid cleaning agents to clean cultured marble surfaces. Any good spray or paste wax will keep the shine. Do not place cigarettes or other hot objects on cultured marble, as it burns and stains much like natural marble.

WARRANTY

Cultured marble vanity tops and basins are warranted against defects in materials and workmanship for one year after closing on your home.

LIMITATIONS

This warranty does not cover:

- Damage arising from the use of abrasive cleansers or placing hot objects on cultured marble surfaces
- Cracks or gaps in caulking around countertops as a result of normal settling not listed on the Customer Orientation Report
- Visible defects not listed on the Customer Orientation Report.

Glass Shower Doors

SUGGESTIONS AND HOMEOWNER RESPONSIBILITY

WARRANTY

Glass shower doors may be installed in your home. Glass shower door and tub enclosures are tempered safety glass and there is no warranty against breakage from the Builder. Adjustments necessary to insure ease of operation will be made by the Builder, but maintenance of caulked or sealed joints is the responsibility of the homeowner.

LIMITATIONS

This warranty does not cover:

- Any scratches or material defects not noted on the Orientation Report

Windows

SUGGESTIONS AND HOMEOWNER RESPONSIBILITY

The windows in your home may be taken out for ease in cleaning and repair. The windows have “seepage” holes and during windy times dust or dirt may accumulate in the tracks. Use a vacuum attachment to clean the tracks on a regular basis. This Warranty does not cover broken glass unless noted on the Customer Orientation Report. Window screens are not warranted against damage unless noted on the Customer Orientation Report.

WARRANTY

If windows do not operate as they are designed to, they will be repaired and/or adjusted to operate as they should operate in the Builder's judgment.

When extreme temperature differences and/or high humidity levels occur, condensation and/or frost will collect on interior window surfaces. Unless condensation and/or frost are the result of a faulty window or faulty window installation, the Builder will not make any corrections.

LIMITATIONS

This warranty does not cover:

- Broken glass or damaged screens not listed on the Customer Orientation Report

Sliding Glass Doors

SUGGESTIONS AND HOMEOWNER RESPONSIBILITY

Sliding glass doors lock from the inside only. The bottom tracks must be kept clean so they will operate freely.

Under certain lighting conditions, door glass may be hard to see. To prevent accidentally walking into a glass door, screen doors should remain closed at all times. Visual decoration should also be placed on the glass portion of the doors for safety.

WARRANTY

Sliding glass doors are warranted to be free of defects in materials and workmanship and to operate to the manufacturers specifications for one year after closing your home.

LIMITATIONS

This warranty does not cover:

- Sliding glass patio doors are glazed with tempered safety glass. This is a feature to minimize injury in the event of an accident and is a building code requirement. However, tempered glass is very brittle and is not warranted against breakage under the terms of this Warranty unless noted on the Customer Orientation Report.

Foundation Walls and Concrete Floors

SUGGESTIONS AND HOMEOWNER RESPONSIBILITY

Settling and temperature changes will cause cracks in foundation walls and basement and garage floors; such cracks cannot be prevented. Normal homeowner maintenance should include filling these cracks with any commercially available caulk or grout designed for this purpose.

WARRANTY

Due to the movement of soils, basement and garage floors will crack and lift, sometimes unevenly, during the first year of a home's life. If cracks exceed 3/16" in width or vertical displacement, repairs will be made by the Builder. Repairs will be made by grinding, patching or replacing which will be at the Builders discretion. Grinding, patching, and replacing will have a different color from the original concrete due to the time of placement or the grinding showing underlying aggregate. Cracks in foundation walls exceeding 3/16" will be filled by the Builder. Cracks, which affect the structural integrity of the home, will be repaired by the Builder for one year after the closing of your home.

LIMITATIONS

This warranty does not cover:

- Repair of cracks in basement and garage floors 3/16" or less in width and/or vertical displacement
- Repair of cracks in foundation walls 3/16" or less in width

NOTE: The builder has the option of repairing cracks or chips in concrete with concrete-compatible grouts, sealants, epoxies, caulking compounds, or grinding, and exact color matches cannot be guaranteed.

Crawl space

Water lines are located in your under the floor crawl space.

Vapor barrier, (plastic) has been laid through out this area.

Three quarters of an inch of water under your vapor barrier is acceptable. Areas where soil has caused the ground water to "stand", will be looked at on an individual bases.

Adverse weather conditions can cause water to flow to the lowest point on your lot. This would be your crawl space. Wait for this water to be dried out through air coming in through your vent wells, or just soaking into the ground.

LIMITATIONS

This warranty does not cover.

- Grades that have been changed from the original grade at the customer orientation.
- Sprinklers that are spraying into foundation vent wells. Or sprinklers that are too close to the home.

EXTERIOR WARRANTY COVERAGE

Roofs, Gutters and Downspouts

SUGGESTIONS AND HOMEOWNER RESPONSIBILITY

The composition roof shingles used on the Builders' homes are self sealing fiberglass or asphalt shingles that seal themselves together after exposure to warm sunlight.

Gutters and downspouts, if installed, should be kept free of tree limbs, leaves, balls, and other obstructions which will stop the downspout from functioning properly, and which may, in time, cause leaks.

Normal shrinkage will require re-caulking around vents and flues on the roof; failure to perform this maintenance task may result in leaks over time.

During severe cold weather, snow may build up on the roof and ice dams may occur. It is the homeowner's responsibility to prevent or remove ice dams.

Excessive water coming from a roof line where the homeowner has chosen not to install gutters, and soil has eroded from under the footing, walks or driveways will not be warranted.

WARRANTY

Roof or flashing leaks occasionally occur in severe weather conditions, but should not happen under normal conditions. The Builder will correct or repair roof leaks which are the result of defects in material or workmanship which occur during the first year of this Warranty and not thereafter.

When gutters are unobstructed by debris, the level of standing water in the gutter is not to exceed 1 inch. There may be small amounts of water standing in sections of gutter immediately after a rain storm and this condition is not considered a defect for the purposes of this Warranty. If the standing water is in excess of the standard 1' in unobstructed gutters, the Builder will level the gutter to drain.

LIMITATIONS

This warranty does not cover:

Caulking of vents or flues, or damage, including leaks arising from:

- Damage from winds exceeding 30 M.P.H. in velocity;
- Failure to keep the gutters and downspouts free of obstructions, including, but not limited to, tree limbs, leaves, twigs, and toys;
- Any attachment or installation through the shingles of any structure or appurtenance not installed by the Builder;
- Failure to maintain the caulking of vents and flues in proper condition;
- Roof or shingle damage resulting from severe weather such as hail, tornados, thunderstorms, high winds or damage caused by persons walking on the roof.
- Excessive water coming from a roof line where the homeowner has chosen not to install gutters, and soil has eroded from under the footing, concrete walks or driveways will not be warranted.

Building Exterior

SUGGESTIONS AND HOMEOWNER RESPONSIBILITY

Exterior siding materials have been selected for both appearance and ease of maintenance. Masonry has generally been used in the front areas while wood, vinyl, hardboard or aluminum siding have been used in other areas. All painted surfaces have been covered with either heavy body stains or paints. These painted surfaces will lose their color-fastness and fade to varying degrees depending on the original color used, but the integrity of the paint will not be affected. Checks, cracks and peeling of paint are common due to causes other than the paint quality or the method of application. Variations in wood grain may absorb the same stain differently: these differences cannot be controlled. It is characteristic of exterior wood, including trim and battens, to have shrinkage, cracking, checking and sap pockets which may somewhat discolor paint; these conditions are normal

in any wood. Shrinkage of exterior caulking materials is normal as is cracking due to shifting of the buildings; routine maintenance includes regular inspection of exterior caulking and recaulking by the homeowner as necessary.

Panel siding is a very good engineered material. It will last as long as most wood sidings and will hold paint better than most woods. However, it has some characteristics that may bother some buyers:

1. It is not rigid and will have some waviness when properly installed. This is normal and not a warranty item.
2. Nails are driven by air nail guns and are not guaranteed to be at a constant depth. The nails will be placed as per the manufacturers specifications.
3. Cedar Decks and stairs. Cedar cracking is considered normal, and will not be replaced.

WARRANTY

Masonry and vinyl siding are warranted to be free of defects in materials and workmanship for a period of one year from the date of closing on your home

Some warpage, cracking and checking of exterior trim is normal for this climate and will not be repaired by the Builder unless cracks are “open” in excess of 1/8”. Caulking is an acceptable repair for these cracks and will be done one time during the first year Warranty.

During the first year Warranty period exterior paint and stain should not peel, chalk, crack or check, although some fading is normal. Should deterioration occur, the builder will refinish the area in question to match the surrounding area as closely as possible. This refinishing and repainting period will not extend after the first year Warranty period.

It is normal for caulk to shrink and/or crack and is the responsibility of the homeowner to annually inspect and recaulk the exterior of the house.

LIMITATIONS

This warranty does not cover:

- Color-fastness of exterior stains and paints
- Checks, cracks and peeling of paint arising from causes other than defects in workmanship or materials
- Variations in stain absorption by exterior woods

- Shrinkage, cracking, checking and sap pockets in exterior woods which may discolor paint.
- Exterior Caulking
- Visible defects, including denting or marring of siding not noted on the Customer Orientation Report
- Variations in style and color may occur as the siding weathers
- Variations in style and color when repairing in an acceptable repair.
- “Waviness” of panel siding.

Garage Doors

SUGGESTIONS AND HOMEOWNER RESPONSIBILITY

The garage doors are mounted with rollers and torsion or exterior springs for easy operation. The hardware does require periodic maintenance. Oil the lock mechanism, pulley and rollers at least twice per year with light oil. When locking the door, step down on the lock plate to line up the locking mechanism.

WARRANTY

All garage doors are warranted to be free of defects in materials and workmanship for one year following closing on your home.

LIMITATIONS

This warranty does not cover:

- Warping or sagging due to doors being left open for extended periods of time.
- Leaving the manual locking mechanism partially open, causing the door, when opened to go off track. Homeowner will be responsible to have the door fixed.
- Garage doors will not be warranty if the electric garage door opener is installed by anyone other than the installer of the garage door.
- Water intrusion under the door.

Concrete Walks, Patios, Steps and Driveway Approaches

SUGGESTIONS AND HOMEOWNER RESPONSIBILITY

It is impossible for us to prevent cracking in the concrete garages, driveways, walks, patios, or steps because of the nature of materials and underlying soils. There are two basic causes for these cracks. Some of the concrete in the ground maintains a fairly constant temperature, whereas the top portion of the concrete is subject to extreme temperature changes. Such changes cause concrete and other masonry products to contract and expand. This, in time, could cause minor cracks. We have provided control joints in the concrete in an effort to localize the cracking resulting from stress. On the other hand, there are some cases over which we have no control, such as severe frost, settlement, water drainage, and aggravation from the use of salt and other chemicals for melting snow. (Even though you may not use salt or other ice melting products, they may be tracked in from the street by your car.) Changing temperatures may cause porch and patio posts to become loose and patios and walks to lift, even though we have installed proper piers and rods for support. Corrections can be made by you by shimming and re-nailing the trim along the bottom. Driveway approaches are designed for normal auto traffic and will not support heavy vehicles such as moving vans.

HOMEOWNER RESPONSIBILITY: Seal your concrete with a recommended sealer.

WARRANTY

Concrete surfaces should not disintegrate to the point where large portions of aggregate are exposed under normal weather conditions and use. If large portions of aggregate are exposed in non-excluded concrete, Builder will repair or replace concrete as necessary for a period of one year from the date of closing on your home.

LIMITATIONS

This warranty does not cover:

- Cracking, scaling, pitting, or shifting of concrete arising from changes in temperature or settlement cracks.
- Damage arising from heavy vehicles such as moving vans or delivery trucks.
- Damage from the use of salt or other chemicals.
- Damage from the settling of sub-grade material

- Erosion of sub-grade caused by excessive water coming from roof lines where no gutters have been installed. Or in areas of gutter downspouts that cause soil to erode from under walks or driveways.

NOTE: The Builder has the option of repairing concrete with concrete compatible grouts, sealants, epoxies or caulking compounds, and exact color matches should not be expected and is not guaranteed.

Asphalt Driveways

SUGGESTIONS AND HOMEOWNER RESPONSIBILITY

Asphalt is less susceptible to cracking than is concrete and will last a considerable time with proper care and maintenance. Some expansion cracks are unavoidable and sharp objects such as bicycle kickstands, ladders, or tire jacks, will cause indentations, especially in hot weather. Gas and oil spilled on asphalt will cause the material to soften and disintegrate. Driveways are designed for normal auto traffic and will not support heavy trucks such as moving vans. Depending on traffic and individual conditions, driveways should be coated by the homeowner before one year but not sooner than 90 days.

WARRANTY

The asphalt driveway and the driveway sub-base are warranted to be in good condition at the time of closing on your home. Should settlement, creating a depression which will retain water in excess of 1" deep, due to improper sub-base occur during the first year following the closing of your home, the driveway will be repaired.

LIMITATIONS

This warranty does not cover:

- Normal expansion cracks
- Damage arising from heavy vehicles such as moving vans or delivery trucks
- Damage from sharp objects or spillage of gas or oil
- Depressions that retain water less than 1" deep
- Sprinklers, gutter downspouts or lack of gutters that erode soil away from asphalt, causing asphalt to fail or sink

Landscaping

SUGGESTIONS AND HOMEOWNER RESPONSIBILITY

Grass requires careful attention during the first year with respect to watering, fertilizing and trimming; regular watering within the first 60 days after planting is especially important.

WARRANTY

The Builder does not warrant seeded grass, sodded areas, or other plantings. Once the yard has been fine graded and/or seeded, the Builder does not warrant any subsequent erosion or damage due to rain, weather or any reason.

The builder does not warrant sink holes, soil saturated by rain, acts of God, Ferry rings caused by soil types.

Landscaping and sprinklers should not be placed within one foot of your siding. Keep sprinklers off your siding.

Grade

SUGGESTIONS AND HOMEOWNER RESPONSIBILITY

Settlement of graded areas around the foundation, stoop, sidewalk and general yard areas will occur and is considered normal. The Builder does not warranty against any settlement that may occur around your home or in your yard. It is the homeowner's responsibility to fill and grade any affected areas. Drywells around gutter downspouts, and low areas of grades are recommended to contain ground water. Some soil types do not allow water to easily soak into the ground.

Water standing or ponding is considered normal. Drainage swales, sump-pump discharge, or frozen ground may remain wet for longer periods of time. No decisions on standing water will be made while snow or frost is on the ground, and repairs will not be corrected while the ground is frozen or saturated.

As soon as conditions permit, necessary repairs, as determined by the Builder, will be made.

LIMITATIONS

This warranty does not cover:

- Any areas that have been modified or regarded by anyone other than the builder.

- Any settlement that may occur
- Drainage swales, sump-pump discharge, or frozen ground
- Any ponding that does not pose a threat to the under floor of the home.

ADDITIONAL TIPS AND SUGGESTIONS

A new home brings with it a lot of work, and it's easy to sometimes overlook things.

Here are a few tips and suggestions to both help you enjoy your new home and possibly eliminate some inconveniences:

1. New trees and shrubs are small, but they grow. Don't plant them too close together or too close to the foundation, patio, driveway, walk or septic fields. Mature tree roots can break concrete and asphalt.
2. Before digging for sprinkler systems, landscaping, fences, etc., call a "Utility Locate" service. Contact your local utility company for this service. All underground utilities and electrical and phone lines will be marked by the Utility Locate service to prevent cutting them.
3. Areas that are going to be covered with landscape rock, bark, etc. should first be covered with a pervious membrane rather than an impervious membrane such as plastic.
4. Check with the City you now live in for the regulations on building permits. If you begin almost any project without a permit, the village building department can force you to stop work and/or fine you. Check your CC&R's to see if you are allowed to add a structure or make an alteration.
5. Faucet aerators that spray water randomly or do not seem to work at all, are merely dirty. Disassemble, clean and reassemble the aerator when this happens. It is very common in new construction.
6. Entry doors and garage doors have a rubber weather strip on the bottom which will eventually wear down. However, most building stores carry replacements. Check this before each winter year by closing the door and checking for light along the bottom of the door.
7. The Builder's Limited Warranty Program covers exterior paint for the first year only. To maintain properly the appearance and integrity of your home, caulking should be inspected and redone annually. Exterior painting should be redone every 3-5 years.

8. Re-caulking of countertops to walls, ceramic tile to bathtubs, bathtubs and shower pans to linoleum, window frames to sills and walls, and woodwork to the walls is the responsibility of the homeowner for the life of the home.
9. To protect finished floors, do not push, shove or slide heavy appliances or furniture across them. Clean these floors with a dust mop or a mild solution of vinegar and water.
10. Prevent chips and scratches on surfaces of bathtubs and sinks by making sure no heavy or sharp objects hit the surface. Clean these fixtures only with recommended, non-abrasive cleaners.
11. To protect countertops, do not cut or chop without using a cutting board. Use a protective hot pad when setting hot pans on the countertop. De-lamination may occur if moisture is allowed to build up and remain on the countertop.
12. To protect the beauty and appearance of interior woodwork, dusting and polishing should be done occasionally.
13. Please remember that all major appliances purchased with your new home (the furnace, air conditioner, water heater, range hood, etc.) are warranted by their respective manufacturers and service can be obtained by calling the appropriate Emergency Number provided, or an authorized factory service center.
14. To slow the absorption of fluids into your concrete garage floor, we recommend using an appropriate sealer.
15. CHANGE THE FURNACE FILTER OR BLOW OUT WALL HEATERS EVERY 30 DAYS.

Conclusion

Now that you have had a chance to read through your Homeowner's Warranty and Manual, we hope that many of the questions pertaining to your new home, have been answered. Also, please be sure to review the additional information contained in your Customer Relations CD or folder as it contains valuable information on the care of your new home.

If you have any further questions or concerns, please do not hesitate to contact us. Total customer satisfaction is our number one goal.

Again, thank you for choosing us for your new home purchase. We know that you will enjoy your beautiful new home for many years to come.

Manufacturer Warranty Information

Manufacturer Warranty information can be found by visiting:

Moen plumbing fixtures	www.Moen.com
GE Appliances	www.GEappliances.com
Mannington Vinyl	www.Mannngton.com
Shaw Floors	www.Shawfloors.com
EPW Windows	www.Empirepacificwindows.com
LP Siding	www.LPcorp.com
IKO Roofing	www.IKO.com
Norcraft Cabinets/Mid Continent	www.Norcraftcompanies.com
Wilsonart	www.Wilsonart.com
Volume Light Fixtures	www.Volumelighting.com
Carrier	www.Residential.carrier.com
Cost Less Tile	www.costlesscarpet.com
Sherwin Williams	www.sherwin-williams.com

Moen Faucet Lifetime Limited Warranty

Moen® products have been manufactured under the highest standards of quality and workmanship. Moen warrants to the original consumer purchaser for as long as the original consumer purchaser owns their home (the "Warranty Period" for homeowners), that this faucet will be leak- and drip-free during normal use and all parts and finishes of this faucet will be free from defects in material and manufacturing workmanship. All other purchasers (including purchasers for industrial, commercial and business use) are warranted for a period of 5 years from the original date of purchase (the "Warranty Period" for non-homeowners).

If this faucet should ever develop a leak or drip during the Warranty Period, Moen will **FREE OF CHARGE** provide the parts necessary to put the faucet back in good working condition and will replace **FREE OF CHARGE** any part or finish that proves defective in material and manufacturing workmanship, under normal installation, use and service. Replacement parts may be obtained by calling 1-800-289-6636 (Canada 1-800-465-6130), or by writing to the address shown below. Proof of purchase (original sales receipt) from the original consumer purchaser must accompany all warranty claims. Defects or damage caused by the use of other than genuine Moen parts is not covered by this warranty. This warranty is applicable only to faucets purchased after December, 1995 and shall be effective from the date of purchase as shown on purchaser's receipt.

This warranty is extensive in that it covers replacement of all defective parts and finishes. However, damage due to installation error, product abuse, product misuse, or use of cleaners containing abrasives, alcohol or other organic solvents, whether performed by a contractor, service company, or yourself, are excluded from this warranty. Moen will not be responsible for labor charges and/or damage incurred in installation, repair or replacement, nor for any indirect, incidental or consequential damages, losses, injury or costs of any nature relating to this faucet. Except as provided by law, this warranty is in lieu of and excludes all other warranties, conditions and guarantees, whether expressed or implied, statutory or otherwise, including without restriction those of merchantability or of fitness for use.

Some states, provinces and nations do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from state to state, province to province, nation to nation. Moen will advise you of the procedure to follow in making warranty claims. Simply write to Moen Incorporated using the address below. Explain the defect and include proof of purchase and your name, address, area code and telephone number.

Consumer Services Center
Moen Incorporated
25300 Al Moen Drive
North Olmsted, OH 44070-8022
United States of America

In Canada
Moen Incorporated
2816 Bristol Circle
Oakville, Ontario L6H 5S7
1-800-465-6130

 **MOEN**
Buy it for looks. Buy it for life.®



IMMEDIATELY AFTER INSTALLATION

- Keep traffic light during the first 24 hours so adhesive can dry properly
- If the floor has been seamed, avoid stepping on the seam sealer for 24 hours so it can dry undisturbed.
- Avoid scrubbing or washing the floor for at least three days after installation. Spot clean the floor, avoiding all seams. Clean any adhesive residue with a clean, white cloth dampened with mineral spirits.*

CAUTION:* Mineral spirits are flammable liquids. Please follow precautions listed on the container.

LIMITED 7, 6 AND 5 YEAR WARRANTIES

The following limited warranty includes the GOOD category. The applicable warranty periods, which begin on the date of purchase, are: Performer (7 years); Benchmark (6 years); Vega II (5 years).

Mannington warrants that your floor will be free from manufacturing defects and, during the warranty period applicable to the product series of the floor you have purchased, under normal household conditions*, will not:

- Yellow from exposure to rubber-backed mats
- Permanently indent
- Rip, tear or gouge (excludes Venture)
- Wear through the wearlayer so that the printed pattern or design of the floor is altered
- Permanently discolor from mold or mildew growth in the vinyl when installed directly over a concrete subfloor
- Discolor from underlayment panels

*"Normal household conditions" means those daily activities commonly associated with residential use.

LIMITED 15, 12 AND 10 YEAR WARRANTIES

The following limited warranty includes the BEST category: Realistique and Ceramica (15 years); BETTER category: Simplicity (12 years) and Aurora and Jumpstart (10 years).

Mannington warrants that your floor will be free from manufacturing defects and, during the warranty period applicable to the product series of the floor you have purchased, under normal household conditions*, will not:

- Permanently indent
- Rip, tear or gouge
- Permanently stain from normal household stains or asphalt tracking
- Yellow from exposure to rubber-backed mats
- Wear through the wearlayer so that the printed pattern or design of the floor is altered
- Permanently discolor from mold or mildew growth in the vinyl when installed directly over a concrete subfloor
- Discolor from underlayment panels
- Permanently scuff from shoe soles

*"Normal household conditions" means those daily activities commonly associated with residential use.

LIMITED WARRANTY EXCLUSIONS AND CONDITIONS

- Mannington's Limited Warranties apply only to floors purchased after July 18, 2008. Proof of purchase is necessary to verify all warranty claims.
- The Limited Warranties do not apply to "seconds" or "mill trial" grade products.
- The Limited Warranties apply to residential use only and do not cover any commercial use.
- The Limited Warranties apply only to the original purchaser and the original installation site, and are not transferable. This exclusion does not apply to the 20 Year Limited Warranty.
- The Limited Warranties do not cover conditions or defects caused by improper installation, the use of improper adhesives or seam sealers, inadequate sub-flooring or improper sub-floor preparation. This Warranty does not cover labor costs on non-professionally installed floors or on those installed with obvious visible defects. Be sure to discuss installation matters with your installer.
- The Limited Warranties do not cover construction related damage.
- The Limited Warranties do not cover fading or discoloration from heat or sunlight.
- The Limited Warranties do not cover variations of color, shade or the texture of the floor you purchase from those shown on samples or photographs.
- The Limited Warranties do not cover discoloration from mold or mildew growth in the vinyl caused by excessive moisture resulting from flooding, leaking plumbing or appliances, water entering through sliding glass doors or similar conditions.

- The Limited Warranties do not cover conditions caused by improper use or maintenance, such as:
 - loss of gloss or build-up of dulling film due to lack of maintenance or improper maintenance.
 - damage resulting from failure to follow floor care instructions.
 - scuffs, scratches, cuts, or damage or discoloration from car-pet dyes, fertilizer or other chemicals.
 - damage caused by burns, flooding, fires and other accidents.
 - damage caused by abuse (i.e. dragging appliances, heavy or sharp objects across the floor without proper protection).
 - damage caused by vacuum cleaner beater bars or caster wheels.
 - use of mats that are labeled "non-staining".
 - failure to support furniture with floor protectors made of non-staining felt or non-pigmented hard plastic. Protectors must be the same diameter of the object and rest flat on the floor.
- If your floor is replaced because of discoloration or staining from underlayment panels, mold or mildew growth or asphalt tracking, the replacement floor will not be warranted against future discoloration or staining.

REMEDIES AVAILABLE TO YOU

If your Mannington floor fails to perform as stated in the applicable Limited Warranty, Mannington will, at its option, (i) repair without charge the affected area to conform to the warranty; or (ii) replace the floor without charge with another floor of equal value and/or quality. If your floor was installed by a professional flooring contractor hired by you, Mannington will also pay for the professional labor cost to install your replacement floor. If Mannington repairs or replaces a panel as a result of a warranty claim, you will be required to clear at your expense any items placed over the affected area subsequent to the original installation.

Warranty coverage for a replacement floor will be limited to the remaining time of the original warranty.

THESE ARE YOUR EXCLUSIVE REMEDIES UNDER THE LIMITED WARRANTIES SET FORTH ABOVE. UNDER THE TERMS OF THESE LIMITED WARRANTIES, MANNINGTON WILL NOT BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY KIND, NO MATTER WHAT THE CAUSE.

Note: Some States or Provinces do not allow the exclusion or limitation of incidental or consequential damages so the above limitation or exclusion may not apply to you.

THERE ARE NO IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, EXTENDING BEYOND THE TERMS OF THESE LIMITED WARRANTIES.

Note: Some States or Provinces do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

EXCEPT AS SET FORTH HEREIN, THERE ARE NO EXPRESS WARRANTIES MADE BY MANNINGTON COVERING THIS PRODUCT.

This warranty gives you specific legal rights, and you may also have other rights which vary from State to State in the U.S. or Province to Province in Canada.

IF YOU HAVE A WARRANTY CLAIM . . .

Contact your retailer and describe the problem. In many cases, your retailer can provide you with a solution to correct the situation.

If you need additional assistance or wish to file a claim, simply call Mannington Customer Care at 1-800-FLOOR-US (1-800-356-6787). Proof of purchase (store receipt) is necessary to verify all warranty claims. Our representatives will provide you with helpful information to address your concern or walk you through the easy steps necessary to file a claim. We will make every effort to ensure that your claim is processed quickly and fairly.

You may also write to us at:
Mannington Mills, Inc. Attn: Customer Care
P.O. Box 30
Salem, NJ 08079
E-mail: service@mannington.com

For your reference, fill in the following information and keep this sheet handy:

Pattern number: _____ Purchase Date: _____

Retailer where you purchased your Mannington Resilient™ Floor:

Store Name: _____

Store Phone Number: _____

RFCI STAND ALONE STATEMENT REGARDING MOLD & MILDEW

Issues concerning mold and mildew are gaining increased attention from both the residential and commercial property owners, as well as the public at large. In virtually all situations, if there is a mold issue, there is an excessive moisture issue. In order to prevent, control, or remediate mold and mildew, one must first identify, evaluate and eliminate the source of excessive moisture.

Prior to removing an existing floor following the RFCI Recommended Work Practices for Removal of Resilient Coverings (unless state or local law requires other measures) or installing a new floor, if there are visible indications of mold or mildew or the presence of a strong musty odor in the area where the flooring is to be removed or installed, the source of the problem should be identified and corrected before proceeding with the flooring work. Visible signs of mold or mildew, such as discoloration, can indicate the presence of mold or mildew on the subfloor, on the underlayment, on the back of the flooring and sometimes on the floor surface. If mold or mildew is discovered during the removal or installation of flooring, all flooring work should stop until the mold or mildew problem (and any related moisture problem) has been addressed. Before installing the new flooring, make sure the underlayment and/or subfloor is allowed to thoroughly dry and that any residual effect of excessive moisture, mold or structural damage has been corrected.

To deal with mold and mildew issues, you should refer to the U.S. Environmental Protection Agency (EPA) guidelines that address mold and mildew. Depending on the mold or mildew condition present, those remediation options range from cleanup measures using gloves and biocide to hiring a professional mold and mildew remediation contractor to address the condition. Resilient flooring, because it is relatively nonporous, allows any mold and mildew on the flooring surfaces to be easily cleaned. Remediation measure may require structural repairs such as replacing underlayment and/or subfloor contaminated with mold or mildew as a result of prolonged exposure to moisture.

The EPA mold guidelines are contained in two publications: "A Brief Guide To Mold, Moisture and Your Home" (EPA 402-K-02-003) and "Mold Remediation in Schools and Commercial Buildings" (EPA 402-K-01-001). Appendix B of the "Mold Remediation in Schools and Commercial Buildings" publication describes potential health effects from exposure to mold, such as allergic and asthma reactions and irritation to eyes, skin, nose and throat. These publications can be located on the EPA's website at www.epa.gov/iaq/molds/.

MANNINGTON FLOOR CARE INSTRUCTIONS

- Use doormats outside each entrance to your home to prevent dirt, sand, grit and other substances such as oil, asphalt and driveway sealer from being tracked onto your floor.
- To minimize potential staining from asphalt tracking, we suggest you use latex-based driveway sealer on your driveway.
- Close your curtains or blinds where extreme sunlight hits the floor. A combination of heat and sunlight causes most home furnishings to fade or discolor.
- Support furniture with wide-bearing, non-staining floor protectors. The protectors should be at least one inch in diameter, made of non-pigmented hard plastic, and rest flat on the floor. Non-staining felt protectors are also acceptable. Casters with a minimum 3/4" flat surface width or floor protectors are recommended for all moveable furniture. Make sure any metal protectors are rust-proof. Replace your narrow dome furniture rests with wide-bearing ones.
- If you need to move heavy furniture and/or appliances across the floor, always use strips of wood or hardboard runways to protect the floor. Always use runways even if you have an appliance dolly, or even if the heavy objects are equipped with wheels or rollers.
- Sweep your floor regularly (at least once per week).
- Prevent stains by wiping up spills immediately.
- Occasional mopping with Mannington Award Series® Rinse-Free Cleaner is recommended when dirt builds up and sweeping alone is not sufficient. Use a solution of 2 to 3 capfuls of Award Series® Cleaner (or clear, non-sudsy ammonia) in one gallon of warm water. Use of more than the recommended amount of cleaning solution may leave a dulling film. Do not use soap or detergent products as they will leave a dulling film. Rinsing is not required when using Mannington Awards Series® Rinse-Free Cleaner, but if time permits, rinsing will provide the best care.

- Floors with NatureForm® and NatureForm Optix™ visual are low-gloss floors; use polish or "mop and shine" products only if you wish to make the floor shiny.
- All high-gloss floors will lose shine over time. To restore gloss, we recommend applying Mannington Award Series® High-Gloss Polish. Do not use wax. Do not buff. Be sure to thoroughly clean, rinse and allow the floor to dry completely prior to applying polish.
- After several applications of polish for a high-shine floor, an occasional stripping and reapplication of polish may be necessary. We recommend the use of Mannington Award Series® Heavy Duty Cleaner and Stripper. After thorough cleaning, rinsing and drying, we recommend applying Mannington Award Series® High-Gloss Polish to restore the shine. Do not use wax. Do not buff. High traffic areas may require more than one application of polish. Allow polish to dry "tack-free" between coats.

For complete instructions regarding the proper use of Mannington floor care products, refer to the package labels.

Caution: Resilient floors can be slippery when they become wet. Use extreme caution when walking on a wet floor.

The overall stain resistance of our Mannington Resilient™ floors is excellent and most spills will wipe off quickly and easily with a clean, white cloth. Removing certain substances may take a little extra effort, as outlined in the chart below.

Maintenance Chart

Stain Problem	Procedure
Food, Beverages	If a substance is gummy, scrape off with dull knife. Clean using Mannington Award Series® Heavy Duty Cleaner and Stripper and a soft nylon pad or soft bristle brush. Saturate a clean, white cloth with bleach* solution, cover stain and allow to stand for no more than 1 hour.
Tar, Oil, Asphalt, Grease, Wax, Paint (Oil Based)	Scrape excess substance off with dull knife. Clean using Mannington Award Series® Heavy Duty Cleaner and Stripper and a soft nylon pad or soft bristle brush.
Scuffs, Marks, Scratches	Wipe with a clean, white cloth dampened with lighter fluid, painter's naphtha or isopropyl alcohol.**
Minor Cuts, Burns	Limit traffic over damaged area, cover with masking tape, contact your retailer or Mannington for advice.
Lipstick, Antiseptics	Scrape off excess with dull knife. Clean using Mannington Award Series® Heavy Duty Cleaner and Stripper and a soft nylon pad or soft bristle brush. Wipe with a clean, white cloth dampened with lighter fluid, painter's naphtha or isopropyl alcohol. ** Saturate a clean, white cloth with bleach* solution, cover stain and allow to stand for no more than 1 hour.
Crayon, Ink, Hair Dye, Permanent Marker	Clean using Mannington Award Series® Heavy Duty Cleaner and Stripper and a soft nylon pad or soft bristle brush. Wipe with a clean, white cloth dampened with lighter fluid, painter's naphtha or isopropyl alcohol.**
Rust	Scour using Mannington Award Series® Heavy Duty Cleaner and Stripper and a nylon pad or stiff bristle brush. Wipe with a clean, white cloth dampened with lighter fluid, painter's naphtha or isopropyl alcohol**

CAUTION *Please follow precautions listed on the container.

**Lighter fluid, painter's naphtha and isopropyl alcohol are flammable liquids. Please follow precautions listed on the container.

For items not covered by the chart, call Mannington Customer Care at 1-800-FLOOR-US (1-800-356-6787).



SHAW 5-STAR WARRANTY

SHAW 10-YEAR LIMITED QUALITY ASSURANCE WARRANTY

We at Shaw are so confident of the quality of our carpets that we provide you with this 10-Year Limited Quality Assurance Warranty. This assurance of quality comes to you from the world's largest producer of carpet.

Who is covered?

This warranty protects you, the original purchaser, if you have purchased a Shaw 5-Star carpet for your own residential use in an owner-occupied residence.

What is covered

This warranty covers manufacturing defects that could occur in any Shaw 5-Star carpet. By manufacturing defect we mean any defect in material or workmanship.

Carpet must be correctly installed in a proper indoor installation using a pad that meets FHA/HUD requirements, following the Carpet and Rug Institute Residential Installation Standard CRI-105. Consult your retailer for details.

Exclusions

Mattng and crushing, or any change in appearance retention, are not manufacturing defects and are excluded from this warranty. For the purpose of this warranty, matting is defined as the loss of twist from the tips of the pile tufts and entanglement of the fibers. Crushing is defined as the loss of pile thickness due to foot traffic only. Pile distortion or compression caused by furniture, including impressions left by legs of furniture, is not covered by this warranty.

Fading caused by sunlight, chemicals, or atmospheric contaminants is excluded from this warranty.

The coverage period

This warranty coverage runs for twelve years from the date your carpet is installed.

What Shaw will do

If your carpet proves defective during:	Shaw will offer credit equal to the cost of the carpet material only:
The 1 st year	100%
The 2 nd year	100%
The 3 rd year	80%
The 4 th year	70%
The 5 th year	60%
The 6 th year	50%
The 7 th year	40%
The 8 th year	30%
The 9 th year	20%
The 10 th to 12 th year	10%

The credit will apply only to the affected area or room. The credit will be issued to your retailer as a percentage of the retailer's replacement cost of new carpet for the same or comparable quality. The credit will be good only toward the purchase of new Shaw carpet. There will be no cash payment.

Shaw reserves the right to repair the defective area in question if restoration is practical. In such cases, repair will be affected in lieu of carpet replacement, at the sole discretion of Shaw.

Labor charges

During the first year of coverage under this warranty, Shaw will arrange for a credit to your retailer for reasonable labor charges to repair or replace defective areas when any of the following specific manufacturing defects are involved: excessive fuzzing, carpet tufts pulling out, crocking, fading, or delamination. Shaw will not provide credit for labor charges for appearance-related manufacturing defects that should have been detected before or during installation, such as missing tufts, dye spots, tears, loose backing, etc.

Pile distortion or roll crush is a temporary, correctable problem which is not considered a manufacturing defect.

Shaw R2X Limited 10 Year Stain and Soil Resistance Warranty

Shaw warrants that the surface pile of this Shaw carpet treated with R2X™ will remain stain resistant to most household food and beverage substances for ten years in an owner occupied residence in a proper indoor installation. This Limited Residential Warranty specifically excludes stains from substances such as hot beverages, bleaches (including aene medication) caustic chemicals, insecticides, paints, plant food, iodine, very strong dyes, acids, feces, urine, and vomit. Shaw further warrants that the surface pile of any Shaw carpet treated with R2X™ will resist soiling by most common household soil better than comparable untreated nylon carpet for 10 years in an owner occupied residence in a proper indoor installation. R2X™ minimizes the retention of common dirt normally associated with carpet soiling.

Shaw 10 Year Ltd Softbac® Platinum Warranty

This warranty protects you, the original purchaser, if you have purchased a Shaw carpet with our patented SoftBac® Platinum backing system for your own residential use in an owner occupied residence. Shaw warrants that your Softbac® carpet will remain free of wrinkles after installation for a period of 10 years. Carpet must be correctly installed in a proper indoor installation following the CRI 105 Standard. If your Softbac® Platinum carpet buckles or wrinkles within the warranty period, Shaw will pay reasonable labor costs for re-stretching the affected area. If the carpet's appearance cannot be restored, Shaw will arrange credit equal to the cost of the carpet material only. The credit will apply only to the affected area or room. The credit will be issued to your retailer toward the retailers replacement cost of new carpet or the same or comparable quality. The credit will only be good towards the purchase of new Shaw carpet. There will be no cash payment.

30 Day Customer Satisfaction Warranty

Shaw warrants that it will replace any of its 5-Star carpet styles within 30 days of the date of installation if you are not completely satisfied. The replacement will be of Shaw carpet of comparable or greater value; the customer agrees to pay the retailer the difference in cost of replacement of products of greater value. All labor charges involved in replacing your carpet, including furniture move, electrical and data hookups, and take-up of your original carpet selection will be your responsibility. Your Shaw 5-Star carpet must not have been improperly installed, abused, or damaged. Installation must be in an owner occupied residence; commercial use is excluded. Claims must be personally inspected by a Shaw dealer. Prior to replacement a claim report must be completed and submitted to Shaw Industries. Replacement is limited to one per original carpet purchase.

Homeowner Obligations

In order to maintain and protect your coverage under the terms of these warranties, you must do the following: 1. Keep proof of purchase in the form of a contract and receipt, showing the price you paid for the carpet. 2. Install according to CRI-105 standards, and maintain your carpet according to the recommendations described in the Shaw "Carpet Care and maintenance" booklet. 3. Be able to show proof of periodic steam cleaning by a professional carpet cleaning service. A bill, invoice or statement showing a cleaning service with descriptions will serve as proof. A minimum of one cleaning every 24 months is required.

Shaw Warranty Claim

CALL CARPET CUSTOMER SERVICE AT 1-800-253-3267



WEAR-DATED CARPET WARRANTY

Solutia warrants that it will repair or replace any portion of any approved Wear-Dated, Wear-Dated Freedom, or Wear-Dated II Carpet (collectively referred to as "Wear-Dated Carpet") (including cost of installation, but excluding cost of custom installation such as bordering, carving or insets) in an owner-occupied residence if the carpet fails to perform against normal wear, stain or soiling (as described below) for five years from the date of original installation. For installations after April 1, 1998, the stain and soiling warranty is extended to seven years.

Normal Wear. Solutia warrants that it will replace the carpet (as described above) if it fails to give five years NORMAL WEAR. The NORMAL WEAR warranty gives the consumer protection against excessive matting, excessive crushing, excessive loss of twist as measured by Solutia's program of performance standards and tough testing. In addition, a consumer can expect Wear-Dated Carpet to be fade resistant and static resistant. However, NORMAL WEAR does contemplate some appearance and surface texture change, especially in "high usage" areas, over the warranty period. Research has demonstrated that Wear-Dated Carpets constructed with greater density can be expected to perform better. Crushing caused by furniture, including impressions left by legs of furniture is not covered by this warranty.

Stain Resistance and Soiling. Wear-Dated Carpets are produced with specially engineered fibers and are treated with special state-of-the-art protectants designed to provide enhanced resistance to stains caused by artificial dyes found in many foods, beverages and pet foods and also provide enhanced soil removal and cleanability. Solutia warrants that these fiber properties and protectants will remain effective against these stains and also to provide enhanced soil removal and cleanability for the first 7 years after original installation. No carpet is absolutely "soil-proof" or "stain-proof!" This warranty specifically excludes stains resulting from improper maintenance or clean-up or caused by materials that permanently destroy dyes or alter color (such as bleaches, caustic chemicals, insecticides, paints, drain and toilet bowl cleaners, corn and callous removers, acne medications, plant food, iodine, very strong dyes, vomit, urine, feces, etc.)

Moreover, with use, any carpet will soil; and soiling will be more evident on lighter shades that require more care and maintenance than darker shades. Purchaser must provide adequate maintenance including professional cleaning at least every 24 months. Vacuuming is a necessary ingredient of maintenance but cannot be expected to remove all soil accumulation. Before a concern for inadequate stain or soil removal will be evaluated by Solutia, Inc., the purchaser must first have the carpet cleaned by a reputable, professional carpet cleaner using the recommended hot water extraction method and furnish a copy of the invoice to Solutia, Inc. This invoice must be dated within 30 days of filing a warranty claim. See general conditions for other stipulations. Filtration, wick-up and resoiling after cleaning are excluded from coverage.

Shaw R2X Limited 10 Year Stain and Soil Resistance Warranty

Shaw warrants that the surface pile of this Shaw carpet treated with R2X™ will remain stain resistant to most household food and beverage substances for ten years in an owner occupied residence in a proper indoor installation. This Limited Residential Warranty specifically excludes stains from substances such as hot beverages, bleaches (including acne medication) caustic chemicals, insecticides, paints, plant food, iodine, very strong dyes, acids, feces, urine, and vomit. Shaw further warrants that the surface pile of any Shaw carpet treated with R2X™ will resist soiling by most common household soil better than comparable untreated nylon carpet for 10 years in an owner occupied residence in a proper indoor installation. R2X™ minimizes the retention of common dirt normally associated with carpet soiling.

Important. The above NORMAL WEAR, STAIN, and SOIL warranties specifically exclude any difficulties with the carpet caused by improper installation and exclude carpet that has been installed on stairs, put to commercial or non-owner use, subjected to abnormal use or conditions, or surface treated with in-home protective material other than those approved by Solutia Inc. In addition, specifically excluded is carpet that develops what is commonly referred to as permanent shading, pile reversal, pooling or watermarking.

Anti Static

Carpets made with Wear-Dated carpet fiber are manufactured in a way that resists the build up of static electricity that causes shock. Solutia Inc. warrants, for the life of the carpet, that the carpet will not generate static electricity greater than 5.0 kv when tested using the ATTCC Test Method 134. Solutia Inc. will repair or replace any area of the carpet that does not meet this standard.

Abrasive Wear

Solutia warrants that it will pay up to one half the wholesale cost of equivalent carpet necessary to replace the affected portion of carpet if the carpet loses more than 10% of its surface fiber due to ABRASIVE WEAR. This warranty gives the consumer protection against surface fiber loss in excess of 10% due to Abrasive Wear. Loss of tufts, yarn pulls, fiber loss due to normal shedding and fuzzing, fiber loss due to defective construction and fiber loss resulting from sunlight degradation are not covered by this warranty. This Abrasive Wear warranty is applicable for the first 10 years after original installation and coverage is limited to one-half of the wholesale cost of equivalent carpet necessary to replace the affected portion of the carpet.

ALWAYS FOLLOW MANUFACTURER'S CARE INSTRUCTIONS

General Conditions. To file a warranty claim, forward a legible sales slip that includes the retailer name and address, date of purchase, carpet manufacturer, style identification, a brief description of the problem, and at least 10 to 12 tufts of fiber from the affected area and a like number from an unaffected area or an unused remnant for comparison to address below. If the carpet is a 100% loop pile carpet, provide a remnant only—do not remove tufts from carpet itself.

NOTE: If Solutia Inc. elects to replace a carpet hereunder and identical carpet is not available at that time, Solutia Inc., may provide a replacement of equivalent value.

This warranty gives you specific legal rights and you may also have other rights that vary from state to state. This Warranty applies only to carpets sold in the continental United States, Alaska, Hawaii, Puerto Rico, and Canada.

Warranty Claim

Submit to **Solutia Inc., Wear-Dated Products Warranty Service, 3391 Town Point Drive, Suite 200, Kennesaw, GA 30144-9808** or **CALL 1-800-633-3208**

For Warranty Brochure or additional Care and Maintenance information log onto www.weardated.com or CALL 1-800-633-3208



Limited Warranty Information for Asphalt Shingles



Owner's Name: _____

Contractor's Signature: _____

Address: _____

Date of Application: _____
(mm) (dd) (yy)

Product Applied: _____

Contractor's Name: _____

Color: _____

Address: _____

Contract Price: _____

Number of Bundles: _____

Phone #: _____

Complete and retain for your records - do not send to IKO.

Note: This Limited Warranty form does not constitute proof of product purchase.

IKO Asphalt Shingle Limited Warranty

Congratulations on your purchase of IKO asphalt roof Shingles. Your choice gives you a roof backed by over 50 years of experience in making high quality products for homes across North America.

This brochure explains the details of the limited warranty IKO provides on your Shingles after they have been installed on your roof. Read it carefully to ensure you are well-informed about the warranty coverage for your purchase. Also, remember that your contractor or roofer is not an employee or representative of IKO. This limited warranty can only be changed if such change is in writing and signed by an authorized corporate officer of IKO. IKO is not bound by any guarantees, warranties or representations or any change to this limited warranty made by your contractor, roofer or by any other person not an authorized corporate officer of IKO. IKO's Limited Warranty and your coverage is detailed in this booklet (the "Limited Warranty"). If you have questions about that coverage, contact IKO directly for assistance.

There are many terms in this Limited Warranty that have specific meanings. For your convenience some of the terms are defined below:

"AR" means Shingles which are covered by the Limited Algae Resistance Warranty set out herein that provides for the cleaning of discoloration on the exposed face of certain Shingles caused by certain algae growth. Only Shingles shown as "AR" in the Information Tables, and Armourshake, Crowne Slate, Grandeur, and Royal Estate Shingles are covered by a Limited Algae Resistance Warranty. See the section titled "Limited Algae Resistance Warranty" for more details on this coverage.

"High Wind Application" means the installation of Shingles using the specific instructions that appear on the Shingle wrapper. Some local building codes may require additional fasteners. For "High Wind Application" of IKO Shingles, additional fasteners are required during installation. Please check your local building code and the application instructions specific to your Shingles for proper nailing and application requirements.

"IKO" in the United States means IKO Industries Inc. / in Canada it means IKO Industries Ltd.

"Iron Clad Protection" means the limited non prorated coverage provided by the IKO Limited Warranty during the Iron Clad Protection Period. Please read the section titled "IKO Iron Clad Protection Period" for more details on this coverage. The length of the Iron Clad Protection period for each Shingle is listed in the Information Tables below.

"Iron Clad Protection Period" means the initial period of the Warranty Period during which IKO provides Iron Clad Protection coverage. Please read the section titled "IKO Iron Clad Protection Period" for more details. The length of the Iron Clad Protection period for each Shingle is listed in the Information Tables below.

"Limited Warranty" means the limited warranties and your coverage provided by IKO for your Shingles as expressly set out in this document, and are the only warranties being provided by IKO.

"Maximum Liability" means the maximum obligation of IKO under the Limited Warranty, as described in the sections titled "Iron Clad Protection Period", "Beyond Iron Clad Protection Period", "Limited Wind Resistance Warranty" and "Limited Algae Resistance Warranty" whichever is applicable. Please read each of these sections carefully for more details.

"Owner" means the individual owner(s) of the single family residential home at the time that the Shingles were installed on that building. If you purchase a new residence from the builder of the home and are the first person to live in it, IKO will consider you to be the Owner, even though the Shingles had already been installed.

"Purchase" or "Purchased" means the retail purchase of the Shingles covered by this Limited Warranty.

"Shingle" or "Shingles" means the IKO asphalt shingle product identified in this Limited Warranty that was installed on the roof of the building owned by the Owner.

"Square" means 100 square feet of roof area.

"The Information Tables" means collectively the Limited Warranty Information Table and the Limited Lifetime Warranty Information Table below.

In addition to any other specific conditions set forth in this Limited Warranty, the "Warranty Conditions" are standard conditions that must be met for your IKO warranty to be valid. The Warranty Conditions include:

- The Shingles were properly installed, in strict accordance with both IKO's written installation instructions and local building code requirements
- The person making the Warranty claim is the Owner of the Shingles, or the person to whom the Limited Warranty was validly transferred as set out herein. For details on Warranty Transfers, please read "Transferability of Warranty" below; and
- The Shingles have a manufacturing defect that has resulted in a leak; and
- The repair or replacement must be with IKO Shingles and must be completed on the same building/structure to which the Shingles covered under this Limited Warranty were originally applied.

Depending on the type of Shingles used on the Owner's roof, other conditions described herein may also apply in order for the IKO warranty to be valid or applicable.

Limited Warranty Information Table

Name of Shingle	Warranty Period (months)	IKO “Iron Clad Protection Period” (months)	Reduction Figure (first 180 months) n*	Reduction Figure (after 180 months) m*	Maximum Liability/Dollar Limit per Square	Standard Application/High Wind Application Warranty (Mph) [km/h]	Algae Resistance Warranty (months)
Armourshake**	Limited Lifetime†	180	Refer to Chart A	Refer to Chart A	95	110/130 [177/210]	120
Cambridge AR**	Limited Lifetime†	180	Refer to Chart A	Refer to Chart A	40	110/130 [177/210]	120
Cambridge **	Limited Lifetime†	180	Refer to Chart A	Refer to Chart A	40	110/130 [177/210]	N/A
Crowne Slate **	Limited Lifetime†	180	Refer to Chart A	Refer to Chart A	95	110/130 [177/210]	120
Grandeur **	Limited Lifetime†	180	Refer to Chart A	Refer to Chart A	75	110/130 [177/210]	120
Royal Estate**	Limited Lifetime†	180	Refer to Chart A	Refer to Chart A	45	110/130 [177/210]	120
Marathon Ultra AR**	360	60	n/225	m/900	30	60 [97]	60
Marathon 25	300	60	n/225	m/600	30	60 [97]	N/A
Marathon 25 AR**	300	60	n/225	m/600	30	60 [97]	60
Marathon 20	240	36	n/225	m/300	30	60 [97]	N/A

**Chart A – Limited Lifetime Warranty Information Table
for Armourshake, Cambridge AR, Cambridge, Crowne Slate, Grandeur & Royal Estate Shingles**

Name of Shingle	Warranty Period	IKO “Iron Clad Protection Period”	Reduction Figure for months 181-206	Reduction Figure for months 207-480	Reduction Figure for months 481+
Armourshake	Limited Lifetime†	180	n/260	384/480	432/480
Cambridge AR	Limited Lifetime†	180	n/260	384/480	432/480
Cambridge	Limited Lifetime†	180	n/260	384/480	432/480
Crowne Slate	Limited Lifetime†	180	n/260	384/480	432/480
Grandeur	Limited Lifetime†	180	n/260	384/480	432/480
Royal Estate	Limited Lifetime†	180	n/260	384/480	432/480

† For any non-individual owner, such as a corporation, religious entity, condominium, government entity or homeowner association, or for any non-single family residential home, the Warranty Period for these Shingles is limited to 40 years.

** Hip & Ridge Shingles used for installation of these Shingles must be Marathon Ultra AR, IKO Ultra HP, IKO Hip & Ridge 12 or an IKO approved equivalent product.

n* - refers to the number of months that have passed since the Shingles were installed on the building.

m* - refers to the number of months greater than 180 that have passed since the Shingles were installed on the building.

Asphalt Shingle Limited Warranty

LIMITED WARRANTY

IKO provides a Limited Warranty to the original Owner of its Shingle products. The coverage provided by this Limited Warranty is subject to the terms and conditions listed herein. This Limited Warranty is intended to provide coverage only to the Owner and only for a manufacturing defect that results in leaks. The Limited Warranty starts on the day that the original installation of the Shingles on the roof is completed, and coverage is limited to the length of time listed in the Information Tables for the specific Shingles product installed on the Owner's roof (the "Warranty Period"). The Limited Warranty provides the Owner specific legal rights, but the Owner may also have other legal rights. Those rights will vary from state to state or province to province. In situations where the coverage given includes a dollar value, it is meant to be given in the currency of the country in which the building is located.

IRON CLAD PROTECTION PERIOD

IKO offers Iron Clad Protection as set out below for every Shingle listed in the Information Tables. The length of the Iron Clad Period varies by Shingle product. Refer to the Information Tables to find the Iron Clad Protection Period for your Shingles. The Iron Clad Period starts on the day of installation of the Shingles on the Owner's roof. This coverage is limited to the amount of time shown in the Tables for your Shingles. During the Iron Clad Protection Period, IKO will, at its option, either repair or replace affected Shingles if all Warranty Conditions are met (the "Iron Clad Protection").

If there is a valid claim during the Iron Clad Period, IKO's Maximum Liability is limited to the reasonable cost of placing new Shingles on the Owner's roof. This means that IKO will supply replacement Shingles similar to those already on the roof, plus a reasonable allowance for the cost of applying the new Shingles. Other costs, such as flashings, metal work, vents or repair of any other damages or expenses incurred or claimed, removal of the existing shingles from the roof (tear-off), and disposal of the existing Shingles, are not covered by the Iron Clad Protection or by other terms of the Limited Warranty, including during the Iron Clad Protection Period.

BEYOND IRON CLAD PROTECTION PERIOD

Once the Iron Clad Period expires, the Limited Warranty provides certain outlined coverage to the Owner for the remainder of the Warranty Period outlined in the Information Tables for the Shingle product on your roof (the "Beyond Iron Clad Protection Period"). This coverage during the Beyond Iron Clad Protection Period will apply only if the Warranty Conditions have been met.

During the Beyond Iron Clad Protection Period, IKO's Maximum Liability is the prorated portion of the replacement Shingles required at the time the claim was reported to IKO. Alternatively, if IKO decides it cannot reasonably provide replacement Shingles, IKO may offer coverage based upon the prorated value of the maximum liability per square shown in the Information Tables. Other costs, including labor, tear-off and disposal of the existing Shingles, other shingles, roof, flashings, metal work, vents or repair of any other damages or expenses incurred or claimed are not covered by the Limited Warranty. The formula used to calculate the coverage available is shown in the Information Tables. See **EXAMPLE** following.

EXAMPLE - A manufacturing defect resulting in leaks is found in October 2029 in Shingles Purchased with a 25 year limited warranty. The Shingles were purchased in October 2011; 18 years, or a total of 216 months have elapsed since Purchase. IKO's warranty obligation will be reduced by $(180/225 = .80) + (36/600 = .06) = .86$. So IKO's maximum obligation would be 14% $(100 - 86)$ of the cost of the replacement Shingles.

LIMITED WIND RESISTANCE WARRANTY

For Armourshake, Cambridge AR, Cambridge, Crowne Slate, Grandeur and Royal Estate Shingles only, during the first 15 years after they are installed on the Owner's roof, the IKO Shingles carry a Limited Warranty for wind "blow-off" for Shingles lost from the roof due to wind gusts not exceeding certain maximum speeds (a "Limited Wind Resistance Warranty"). Each type of these Shingles carries a maximum wind resistance limit for this coverage. Please refer to the Information Table for the wind speed limits for the Shingles on your roof.

For all other shingles, during the first 5 years after they are installed on the Owner's roof, the IKO Shingles carry a Limited Wind Resistance Warranty for wind "blow-off" for Shingles lost from the roof due to wind gusts not exceeding certain maximum speeds. Each type of these Shingles carries a maximum wind resistance limit for this coverage. Please refer to the Information Tables for the wind speed limits for the Shingles on your roof.

For Shingles specified below in this section, the use of a High Wind Application will increase the limit of the maximum wind resistance under the Limited Wind Resistance Warranty (a "High Wind Resistance Limited Warranty"). The wind speed limits for the High Wind Resistance Limited Warranty for those Shingles are listed in the Information Tables. If additional nails as listed are used for the following shingles, the maximum wind speed increases to one hundred thirty (130) mph (two hundred ten (210) km/h):

- (i) three (3) additional (8 in total) nails for Crowne Slate,
- (ii) two (2) additional (6 in total) nails for Cambridge AR, Cambridge, Grandeur and Royal Estate,
- (iii) one (1) additional (6 in total) nail for Armourshake.

In addition, for the High Wind Resistance Limited Warranty to apply, IKO starter strip shingles must be installed at all eaves and rakes, and IKO Hip and Ridge shingles must be used on all hips and ridges.

Also:

(i) the Limited Wind Resistance Warranty will only apply if: (a) the Shingles were installed in strict accordance with the instructions on the wrapper and (b) for installations in Canada during the fall, winter or in cool weather, the Shingles have been manually sealed at the time of installation, and for installations at all other times in Canada, and at all times in the U.S., the Shingles have been manually sealed at the time of installation, or have had the opportunity to seal down;

(ii) the High Wind Resistance Limited Warranty will only apply if: (a) the Shingles were installed in strict accordance with the instructions on the wrapper and (b) for installations in Canada, the Shingles have been manually sealed at the time of installation, and for installations in the U.S., the Shingles have been manually sealed at the time of installation, or have had the opportunity to seal down.

Shingles that are installed in cool seasons or weather may not seal until weather conditions are adequate to allow the self seal down strip to activate. Please see the **NO WARRANTY COVERAGE FOR WIND DAMAGE BEFORE SELF SEALING STRIPS SEAL** paragraph in this Limited Warranty for more information regarding the self sealing strip. Please consult your roofer, shingle dealer, the product packaging or our website at www.iko.com for more information on the application instructions for your Shingles.

For valid claims under the Limited Wind Resistance Warranty (where the warranty conditions are satisfied), IKO's Maximum Liability is to provide replacement Shingles for those Shingles lost from the roof due to "blow-off", or alternatively, IKO will pay for the reasonable cost of manually sealing unsealed Shingles. Other costs, such as labor, tear-off, removal or disposal costs of Shingles, other shingles, roof, flashings, metal work, vents or repair of any other damages or expenses incurred or claimed, are not covered by the Limited Wind Resistance Warranty or otherwise.

NO LIMITED WIND RESISTANCE WARRANTY COVERAGE FOR WIND DAMAGE BEFORE SELF-SEALING STRIPS SEAL

All Shingles that contain a factory applied self sealing strip must be subjected to direct sunlight and warm temperatures for several days before full sealing will occur. Shingles installed in the fall or winter may not seal until the following spring. Shingles which do not receive direct sunlight, or which are not exposed to adequate surface temperatures may never seal. Damage to the factory self sealing strip by dust, sand or foreign matter will prevent the sealing strip from activating. This is the nature of shingles and failure to seal down under such circumstances is not a manufacturing defect. IKO will not be responsible for any blow-offs or wind damage that may occur prior to thermal sealing having occurred. After the Shingles have sealed, the Limited Warranty that commenced at installation will cover wind damage or blow-offs, in accordance with the terms listed in the "Limited Wind Resistance Warranty" section of this booklet.

LIMITED ALGAE RESISTANCE WARRANTY

Some IKO Shingles carry a Limited Warranty against discoloration caused by the development of blue-green algae on the exposed face of the Shingles. Please refer to the Information Tables to see whether your Shingles carry this coverage and for the period of coverage provided. If there is a valid claim under the Limited Algae Resistance Warranty, (where all the Warranty Conditions are satisfied), IKO's Maximum Liability is to provide the Owner with a labor payment certificate. The certificate will pay the reasonable costs of cleaning the affected Shingles up to a maximum value of \$15 per square. This maximum value will be prorated based upon the number of months that the Shingles have been installed on the Owner's home at the time the claim is filed, divided by the maximum period of coverage listed in the Information Tables.

NON-TRANSFERABILITY OF LIMITED WARRANTY

This Limited Warranty provides rights to, and can only be enforced by the original Owner, or to a person to whom the Limited Warranty is allowed to be and is validly transferred as detailed below in the section titled "Limited Transferability of Limited Warranty". No other person or business can claim coverage or has rights under the Limited Warranty. In addition, IKO does not provide any warranty for Shingles purchased in Canada and installed in the United States or elsewhere not in Canada. Also, IKO does not provide any warranty for Shingles purchased in the United States and installed in Canada or elsewhere not in the United States.

LIMITED TRANSFERABILITY OF LIMITED WARRANTY

The Limited Warranty for your Shingles is intended to primarily provide coverage only to the original Owner of the Shingles. Certain limited provisions of the Limited Warranty and only for a limited period, as outlined below, may be transferred by the original Owner to the next property owner only once during the Limited Warranty period, and only during the first 10 years of the Warranty Period. If the original Owner dies, the Limited Warranty cannot be transferred to the Owner's estate or to anyone else. In the absence of a permissible and valid transfer of the Limited Warranty as set out herein, the Limited Warranty ends on the sale or other transfer of the property.

To transfer certain provisions of the Limited Warranty from the original Owner during the first 10 years of the Warranty Period, the Owner must complete the following steps:

- Notification of a request for transfer must be received in writing by IKO at the Quality Services Office. Both the Canadian and US Office addresses are listed below in the section entitled "Notification of Claims". Notification must be received within 30 days of the completion of the real estate transfer.
- The transfer request must attach the original Proof of Purchase for the Shingles, and a copy of the property transfer documents.
- The transfer request must also include payment in full of a \$100 transfer fee to complete the transfer.

Except for Armourshake, Cambridge AR, Cambridge, Crowne Slate, Grandeur, Royal Estate Shingles, upon the sale or transfer of the property, the Iron Clad Protection Period shall automatically terminate and for an allowable and valid transfer of the Limited Warranty, the IKO shingles will then be covered for a limited Beyond Iron Clad Protection Period on a prorated basis for the Shingles only for a period of two (2) years following the transfer of the property. Please see the Limited Warranty Information Table for the method used to calculate the Limited Warranty coverage for the two (2) year period. The Reduction Figure for these Shingles will be $n/225$.

For Armourshake, Cambridge AR, Cambridge, Crowne Slate, Grandeur and Royal Estate Shingles, if the transfer of the Limited Warranty occurs within the first 7 years (84 months) after installation, the remaining Iron Clad Protection Period will remain intact. See the section titled "Iron Clad Protection Period" for more information. If the transfer takes place more than 7 years after installation, the Iron Clad Protection Period shall automatically terminate and coverage will be calculated on a prorated basis for the Shingles, using the formula shown in the Information Tables. (The Reduction Figure in Chart A for months 85-120 shall be $n/260$.) Regardless of when the transfer occurs, the Warranty Period for a transferred Limited Warranty for Armourshake, Cambridge AR, Cambridge, Crowne Slate, Grandeur and Royal Estate Shingles is limited to 15 years from the date of original installation.

EXCLUSIONS AND LIMITATIONS

Except as and limited to what is explicitly set out in this Limited Warranty with respect to the Limited Wind Resistance Warranty and the Limited Algae Resistance Warranty, the coverage under this Limited Warranty is only for manufacturing defects that result in a leak of the Shingles on the Owner's roof, and for no other cause whatsoever. Conditions that do not result in a leak, or are not due solely to a manufacturing defect in the Shingles are not covered by the Limited Warranty or otherwise.

As a result, and without limiting the generality of the foregoing, IKO will not have any liability or obligation under the Limited Warranty or otherwise for the following:

1. Any damage that occurs during or after any improper application process, including one that fails to follow IKO's printed application instructions;
2. Any variation in the color or shading between installed Shingles on the building, including the fading or weathering of colored granules used in any of IKO's Shingle blends, backsurfacing transfer between Shingles, or asphalt staining of Shingles. IKO reserves the right to discontinue or modify any of its products, including the color blend of any Shingles, without notice to the original Owner. IKO will not be liable for any costs as a result of such modification or discontinuance of any product;
3. Any damage to the interior or exterior of any building, or any property or contents within or outside any building;
4. Any damage caused by Acts of God or other causes beyond IKO's control, including, without limitation, lightning, gale or wind (except for the coverage in the Limited Wind Resistance Warranty), hail, hurricane, tornado, earthquake, explosion, flood, fungus contamination, solid objects falling on the roof, or any other causes. This exclusion does not apply to ordinary wear and tear of Shingles caused by the elements;
5. Any damage caused by settlement, distortion or cracking of the roof deck, walls or foundation of a building. This includes failure in the materials used as a roof base, or by the presence of people, animals, machinery, equipment or any traffic of any kind on the roof;
6. Any damage caused by buckling of Shingles. The installation of Shingles on dimensional lumber (including shiplap or board decks) is not recommended as it may cause buckling of Shingles;
7. Any damage that arises after the roof is altered following the original installation of the Shingles. This includes any alteration including structural additions, changes, or replacement; or equipment installations (including but not limited to, signs, water towers, fan housings, air conditioning equipment, solar heaters, water heaters, television and /or radio antennas, satellite dishes, skylights, and equipment or machinery of any kind);
8. Any costs incurred for any, work, repairs (whether temporary or permanent) or replacements not authorized in advance in writing by IKO;
9. Costs incurred for materials, repairs or replacements where materials produced by someone other than IKO (unless authorized in advance in writing by IKO to do so);
10. Any damage that arises from any cause other than a manufacturing defect that results in a leak;
11. Any discoloration or damage due to the presence of mold, mildew, fungus, algae, biological growth or pollutant or other matter on the Shingles or roof (except for the coverage in the Limited Algae Resistance Warranty);
12. Any damage or distortion caused by inadequate ventilation either at the eaves or on the rooftop of the building. This includes failure of ventilation caused by blocked, non operative or defective vents or any other condition that renders the ventilation system ineffective. Roof system ventilation should meet local building code standards for total vent area. Ventilation must also be distributed evenly between the rooftop and the eaves of the building;
13. Any costs related to the replacement of the Shingles that is not expressly covered in this Limited Warranty. This means that unless otherwise explicitly set out in this Limited Warranty, the Limited Warranty does not cover the cost of installation, application, tear-off, removal and disposal of Shingles, other shingles, roof flashings, metal work, vents or repair of any other damages caused by or associated with any leakage, or any other costs or expenses the Owner may incur or claim;
14. Any costs related to the removal of any asbestos present in the roof on which the Shingles have been installed;
15. Any damage due to the effects of debris, resins or drippings from trees in contact with or near the Shingles. Such damage may include blisters on the Shingle surface or premature aging caused by debris or matter on the roof;
16. Any damage due to the effects of chemicals on the Shingles, whether applied to the Shingles or roof, airborne or which otherwise come in contact with the Shingles or roof. This means that this Limited Warranty does not cover the effects on Shingles or roof of any chemical including but not limited to aliphatic or aromatic solvents, chlorinated hydrocarbons, turpentine, oils, organic or inorganic polar materials or any other related materials;
17. Any damage due to the excessive use of roofing cement;
18. Any damages or failure in performance of Shingles installed over insulated roof deck panels, except as outlined below under the section "REDUCED WARRANTY COVERAGE FOR INSTALLATION OF SHINGLES ON INSULATED ROOF DECKS";
19. Any Shingle product sold with or bearing "ECONOMY NO WARRANTY" tape or marking. Such Shingle product is sold on an "As Is", no warranty basis;
20. Any damage to Shingles applied in a closed valley application, where Shingles are used to construct the valley or run-off areas on the roof. Open metal valleys are recommended for best roof performance;
21. Any claim under this Limited Warranty where the Owner deliberately or negligently misrepresents any material fact;

NO LIABILITY OR COVERAGE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES

The Limited Warranty provides coverage only for certain limited damage to Shingles that is directly caused by a manufacturing defect. IN NO EVENT SHALL IKO OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, ASSOCIATED, INCIDENTAL OR CONSEQUENTIAL DAMAGES. This means, without limiting the foregoing, that this Limited Warranty does not cover claims for: damages to homes or other structures, interiors, exteriors, furniture, contents, appliances, loss of income, loss of enjoyment, storage fees, economic loss, or any other loss or damage. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so this condition may not apply to you in those jurisdictions.

REDUCED WARRANTY COVERAGE FOR LOW SLOPE ROOFS

The Limited Warranty terms set out in this document only apply to Shingles installed on roof slopes of 4 in 12 (1:3) and steeper. The limited Warranty Period for Shingles installed on low slope roofs (i.e. those with a slope of less than 4 in 12 (1:3) and down to 2 in 12 (1:6)) is 12 years, and will be prorated for material only (with no Iron Clad Protection coverage) at an annual reduction rate of 8.33%. If certain application procedures are followed as detailed in the application instructions printed on the Shingle wrapper, the regular Limited Warranty may be available for slopes between 3 in 12 and 4 in 12 (1:4 and 1:3). Please see the product packaging or visit www.iko.com for application procedures and instructions for your Shingles, as certain Shingles may not be suitable for use on slopes below 4:12.

If you do not know the slope of your roof, please contact your contractor or roofer for assistance.

REDUCED WARRANTY COVERAGE FOR INSTALLATION OF SHINGLES ON INSULATED ROOF DECKS

The coverage under this Limited Warranty is reduced for any Shingles, which are applied to any of the following:

- a) roof deck assemblies (of slopes greater than 2 in 12) where foam insulation is prefabricated into the roof deck system (commonly known as "nail board insulation"), or
- b) where insulation is installed immediately beneath an acceptable roof deck system, or
- c) where radiant barriers are installed with or without ventilation directly below the deck.

In the event that such Shingles are installed on insulated or unventilated decks or on decks above a radiant barrier, the Warranty Period available to the Owner is reduced to 10 (ten) years with no Iron Clad Protection coverage. The annual reduction figure in this case shall be 10% per year.

LIMITED COVERAGE FOR REPLACEMENT SHINGLES

If IKO provides coverage under this Limited Warranty for a submitted claim, the replacement Shingles are covered by the Limited Warranty only for the remainder of the Warranty Period starting from the date of the original installation of the replaced Shingles.

SEVERABILITY

Each provision of this Limited Warranty is intended to be severable. If any provision hereof is illegal, invalid or unenforceable in whole or in part, such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of the remainder hereof. Any provision hereof that is held to be illegal, invalid or unenforceable in any jurisdiction shall be illegal, invalid or unenforceable in that jurisdiction without affecting any other provision hereof in that jurisdiction or the legality, validity or enforceability of that provision in any other jurisdiction, and to this end the provisions hereof are declared to be severable.

NOTIFICATION OF CLAIMS

To receive coverage under the Limited Warranty, the following steps must be followed. This allows IKO the opportunity to review the claim and determine if the reported condition is covered by the Limited Warranty terms. To file a claim, the Owner must:

1. Contact IKO Quality Services within thirty (30) days of becoming aware of the alleged concern. The Owner may reach IKO toll free at the numbers listed below:
Eastern Canada 1-800-361-5836 Western Canada 1-800-521-8484 United States 1-800-433-2811
2. Provide all information requested by the IKO Quality Services representative in order to open a claim. The Quality Services representative will then forward a Homeowner Inquiry Survey to your attention.
3. Complete and sign the Homeowner Inquiry Survey. Return the completed Survey along with the following additional items:
 - a. A valid Proof of Purchase for your Shingles, which must identify that the Shingles are IKO Shingles, the model of IKO Shingle, the quantity of Shingles Purchased and the date of original Purchase.
 - b. The required clear color photos as detailed in the Survey information.
 - c. Two complete sample Shingles from the roof which demonstrate the alleged concern. (If claim is for color concerns, please send two full sample shingles of the lighter color and two full samples of the darker color.)
 - d. Any other information requested by the Quality Service representative during the original reporting call.
4. All requested materials should be provided to IKO within 30 days of the discovery of the alleged concern at the address listed below. The cost of shipping the materials required for the claim is the responsibility of the Owner. Claims materials should be sent to:

Canada
IKO Industries Ltd.
80 Stafford Drive
Brampton ON
L6W 1L4

United States
IKO Industries Inc.
235 West South Tec Drive
Kankakee IL
60901-8426

5. Provide IKO and its representative(s) with access to all of the IKO Shingles in question, and the roof and outside and inside of the building upon which it was installed for the purpose of investigating the claim, if IKO requests access. This request may include physical inspection of the roof surface, taking sample Shingles, and photographing the roof surface and the attic space, should IKO determine that such information is needed.

If the Owner fails to send in all requested information or does not otherwise comply with these steps, it may result in a delay in response to the claim and IKO is entitled to conclude that the claim is not valid and decline coverage under the Limited Warranty.

IKO will evaluate and respond according to any obligations under the Limited Warranty within approximately 60 days of receiving all necessary information needed to assess reported claim.

IMPORTANT NOTICES

This Limited Warranty replaces all other oral or written warranties, liabilities or obligations of IKO. There are no other warranties which extend beyond the limited warranty described in this document. IKO will not be liable for any oral statement or other written statement about any IKO Shingle, whether such statements are made by an agent or employee of IKO or by any other person. IKO does not authorize its representatives, distributors, contractors or dealers to make any changes or modifications to this limited warranty. EXCEPT WHERE PROHIBITED BY LAW, THE OBLIGATION CONTAINED IN THIS LIMITED WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER OBLIGATIONS, WARRANTIES, CAUSES OF ACTION, CONDITIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND EXCEPT FOR THE OBLIGATION EXPRESSLY CONTAINED IN THIS LIMITED WARRANTY, LIABILITY IS EXCLUDED RELATING TO, IN CONNECTION WITH, OR ARISING FROM, ANY RIGHT, CLAIM, REMEDY AND CAUSE OF ACTION AGAINST IKO OR ANY OF ITS AFFILIATED OR RELATED COMPANIES, OR THEIR AGENTS, OFFICERS, DIRECTORS AND EMPLOYEES, INCLUDING, WITHOUT LIMITATION, STRICT LIABILITY, STATUTE, TORT, NEGLIGENCE, WAIVER OF TORT AND INDIRECT, ASSOCIATED, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

MANDATORY BINDING ARBITRATION: EVERY CLAIM, CONTROVERSY OR DISPUTE OF ANY KIND WHATSOEVER INCLUDING WHETHER ANY PARTICULAR MATTER IS SUBJECT TO ARBITRATION (EACH AN "ACTION") BETWEEN YOU AND IKO (INCLUDING ANY OF IKO'S EMPLOYEES AND AGENTS) RELATING TO OR ARISING OUT OF THE SHINGLES OR THIS LIMITED WARRANTY SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION, REGARDLESS OF WHETHER THE ACTION SOUNDS IN WARRANTY, CONTRACT, STATUTE OR ANY OTHER LEGAL OR EQUITABLE THEORY. TO ARBITRATE AN ACTION AGAINST IKO, YOU MUST INITIATE THE ARBITRATION, FOR U.S. CLAIMS, IN ACCORDANCE WITH THE RULES OF THE FEDERAL ARBITRATION ACT, TO BE CONDUCTED IN ACCORDANCE WITH THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION, AND FOR CANADIAN CLAIMS, IN ACCORDANCE WITH THE ARBITRATION ACT, R.S.A. 2000, c. A-43, ALBERTA, AS MAY BE AMENDED) AND YOU MUST COMMENCE THE ARBITRATION AND PROVIDE WRITTEN NOTICE TO IKO BY CERTIFIED MAIL AT THE APPLICABLE ADDRESS NOTED ABOVE, WITHIN THE APPLICABLE TIME PERIOD PRESCRIBED IMMEDIATELY BELOW. Some jurisdictions do not allow mandatory arbitration, so the above mandatory arbitration provisions may not apply to you in those jurisdictions.

NO ACTION OR BREACH OF THIS LIMITED WARRANTY OR ANY OTHER ACTION AGAINST IKO RELATING TO OR ARISING OUT OF THE SHINGLES, THEIR PURCHASE OR THIS TRANSACTION SHALL BE BROUGHT LATER THAN ONE (1) YEAR AFTER ANY CAUSE OF ACTION HAS ARISEN OR ACCRUED. IN JURISDICTIONS WHERE STATUTORY CLAIMS OR IMPLIED WARRANTIES AND CONDITIONS CANNOT BE EXCLUDED, ALL SUCH STATUTORY CLAIMS, IMPLIED WARRANTIES AND CONDITIONS AND ALL RIGHTS TO BRING ACTIONS FOR BREACH THEREOF EXPIRE AFTER ONE (1) YEAR, OR SUCH LONGER PERIOD OF TIME IF MANDATED BY APPLICABLE LAWS, AFTER THE PURCHASE OF THE SHINGLE PRODUCT. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY OR CONDITION LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU IN THOSE JURISDICTIONS.

YOU FURTHER AGREE THAT YOUR CLAIM(S) WILL NOT BE CONSOLIDATED OR AGGREGATED WITH THE CLAIM(S) OF ANY OTHER PERSONS BY CLASS ACTION OR OTHERWISE WITHOUT THE WRITTEN CONSENT OF IKO.

This Limited Warranty applies to IKO Shingles sold on or after February 1, 2011 and supersedes all previously published warranties.

5 YEAR LIMITED WARRANTY

MID CONTINENT CABINETS PRO SERIES™

Mid Continent® Cabinetry warrants its PRO SERIES products by providing to the original consumer purchaser, a LIMITED WARRANTY for a period of FIVE-YEARS from the original date of purchase. Should any of our Pro Series products fail due to defects in material or workmanship under normal use within this FIVE-YEAR period, Mid Continent Cabinetry will, at its own discretion, repair or replace the defective part.

This warranty does not cover products which are misused, abused, mishandled, improperly installed, improperly stored, changed, modified, or are subjected to extreme temperatures or extreme moisture levels. This warranty is not valid for products used for any purpose other than the purpose for which they were originally intended.

This warranty does not cover the cost of installation, removal, subsequent damage, or transportation of the defective product, regardless of whether work was performed by a contractor, Service Company or yourself. Variations in color and grain pattern are a natural characteristic of wood. Color changes may occur in the laminate, thermofoil and finished wood products because of exposure to light and other elements, which are part of the aging process. These material variations and changes are not covered by this warranty.

In addition, all hinges and drawer slides used in the manufacture of Mid Continent Cabinetry Pro Series products are warranted by the manufacturer of the hinges and slide for the lifetime of the product. This warranty is passed to the original consumer purchaser by Mid Continent Cabinetry from the manufacturer and is subject to the conditions as outlined in paragraph two and three above.

THIS WARRANTY IS THE EXCLUSIVE WARRANTY OF MID CONTINENT CABINETS AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. IN NO EVENT SHALL MID CONTINENT CABINETS BE LIABLE FOR CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES RESULTING FROM THE INSTALLATION, USE, OR FAILURE OF ITS PRODUCT.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This limited warranty gives you specific legal rights. You may also have other rights that vary from state-to-state.

To submit a claim under this warranty, contact the nearest Mid Continent Cabinetry dealer, or send a letter explaining the defect, with a dated sales receipt as proof of purchase to (do not send merchandise unless requested by the Claims Department):

Attn: Claims Department
Mid Continent Cabinetry
3020 Denmark Avenue, Suite 100, Eagan, MN 55121
Phone: (651) 234-3300 Fax: (651) 234-3398



This warranty became effective June 12, 1995 and covers cabinets ordered on or after June 12, 1995.

LIMITED LIFE TIME WARRANTY

MID CONTINENT CABINETRY® SIGNATURE SERIES™

Mid Continent Cabinetry warrants its *Signature Series* products by providing a limited lifetime warranty to the original consumer purchaser during the period in which they own their home. Should any of our *Signature Series* products fail due to defects in material or workmanship under normal use within this period, Mid Continent Cabinetry will at its own discretion, repair or replace the defective part. This warranty is not transferable.

This warranty does not cover products which are misused, abused, mishandled, improperly installed, improperly stored, changed, modified, or are subjected to extreme temperatures or extreme moisture levels. This warranty is not valid for products used for any purpose other than the purpose for which they were originally intended.

This warranty does not cover the cost of installation, removal, subsequent damage, or transportation of the defective product, regardless of whether work was performed by a contractor, Service Company or yourself.

Variations in color and grain pattern are a natural characteristic of wood. Color changes may occur as a result of aging, exposure to light, heat, and other natural and chemical elements. Color variations and changes are not covered by this warranty.

In addition, all hinges and drawer slides used in the manufacture of Mid Continent Cabinetry products are warranted by the manufacturer of the hinges and slides for the lifetime of the product. This warranty is passed to the original consumer purchased by Mid Continent Cabinetry from the manufacturer and is subject to the conditions outlined in paragraph two and three above.

The repair(s) or replacement(s) of our *Signature Series* products are contingent on availability of the items. If a warranty claim is filed after the product has been discontinued or modified, Mid Continent Cabinetry reserves the right to honor the warranty in the following fashions.

1. To repair or replace the affected component with a new component of the same style.
2. To repair or replace the affected component with similar and comparable product to achieve a similar appearance to the original product purchased.

If components are replaced, Mid Continent Cabinetry cannot guarantee the exact finish match to the existing product. This is due to color calibration adjustments and the natural aging process of wood.

This warranty is the exclusive warranty of Mid Continent Cabinetry and is in lieu of all other warranties, express or implied. In no event shall Mid Continent Cabinetry be liable for the consequential, indirect or incidental damages resulting from the installation, use, or failure of its product.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This limited warranty gives you specific legal rights. You may also have other rights that vary from state-to-state.

To submit a claim under this warranty, contact the nearest Mid Continent Cabinetry dealer, or send a letter explaining the defect, with a dated sales receipt as proof of purchase to (do not send merchandise unless requested by the Claims Department):

Attn: Claims Department
Mid Continent Cabinetry
3020 Denmark Avenue, Suite 100, Eagan, MN 55121
Phone: (651) 234-3300 Fax: (651) 234-3398



This warranty became effective March 1, 2007. Cabinets ordered before March 1, 2007 are covered by the preceding FIVE-YEAR warranty.

WASHINGTON WARRANTY CLAIMS ONLY

**Carrier Heating & Cooling System
Manufacturer Extended Part Warranty**



Congratulations on your new Simplicity Home! The heating and cooling equipment is eligible for a 10 year part warranty from the manufacturer. This extended part warranty begins on the official closing date of your purchase and expires 10 years from that date. Time is of the essence – **WE** only have 60 days from closing of your home to register the equipment online to qualify for the extended part warranty. Please provide the following information:

Homeowner Name: _____

Address: _____

Phone Number: _____ Official Closing Date: _____

We have your equipment model & serial numbers on file – so we will not require that information.

Homeowner Signature: _____ Simplicity Rep: _____ Date: _____

To register your equipment, please send in this completed form.

Thank You

Mike De Peel
Total Energy Management, Inc.
1975 Butler Loop - Richland WA, 99354
509-946-4500 x 269 Fax: 509-946-9383
email: mdepeel@teminc.com

(Office Use) Carrier Confirmation Number: _____ Dated: _____

WASHINGTON WARRANTY CLAIMS ONLY



PROTECT YOUR HVAC INVESTMENT!

Since we installed your equipment, we would like to offer the following annual maintenance program. This annual agreement not only keeps your extended part warranty valid, but ensures your system is running at peak performance (saving utility costs), as well as protecting the longevity of your investment.

Annual Agreement Pricing	One Year (2 Visits) GOOD Value	2 Years (4 visits) Better Value (10% off)	3 Years (6 Visits) BEST Value (15% off)
One System	\$140.00 + tax	\$252.00 + tax	\$357.00 + tax

We use the following checklist on each visit to ensure your system is completely serviced:

Serviced System for:	Cooling	Heating	Air Handler	Gas Furnace	Heat Pump	AC
1. Lubricate as needed						
2. Clean and check automatic controls						
3. Check safety devices						
4. Check and tighten electrical connections						
5. Check for oil and refrigerant leaks						
6. Test electrical controls for proper operation						
7. Check voltage and amperages						
8. Check refrigerant level & controls for operation						
9. Check coil temperatures						
10. Check thermostat for proper operation						
11. Check defrost cycle				N/A		N/A
12. Check fuses and fusible links						
13. Check belts for wear, tension & alignment					N/A	N/A
14. Clean flame sensor, inspect gas valves & burners			N/A		N/A	N/A
15. Inspect venting			N/A		N/A	N/A
16. Check for gas leaks			N/A		N/A	N/A
17. Check gas pressures (if necessary)			N/A		N/A	N/A
18. Check condensate drain					N/A	N/A
19. Clear condensing unit & evaporator for obstructions						
20. Replace air filter					N/A	N/A

Total Energy Management and HVAC Services, Inc. 1975 Butler Loop, Richland, WA. 99354
(509)946-4500 · (509)946-9383 fax · www.teminc.com

RECOMMENDED MAINTENANCE SCHEDULE FOR HOMEOWNERS (ORS 701.335) (OAR 812-001-0240)

Maintenance Item	Description of Maintenance	How Often	Date	Date	Date
Caulking/Weather-Stripping	Check and repair missing, cracked, or peeling caulking or weather-stripping around window sills, door frames, and in siding gaps.	Twice yearly			
Debris Removal	Inspect gutters for debris blockage. Remove debris (for example, tree needles and leaves) from downspouts and gutters.	Yearly			
Foundation	Check soil around foundation to make sure that it slopes in such a way that water can flow away from the foundation. Fill soil in any areas that have settled around the foundation.	Yearly			
Gutters & Downspouts	Inspect gutters and downspouts for leaks. Repair if necessary. Check alignment of gutters, downspouts, and splash blocks to ensure that water is properly diverted away from the structure and foundation. Repair if necessary.	Yearly			
Landscaping Sprinklers	Check landscaping sprinklers to make sure that they are not set so that they will soak siding or form puddles near the foundation. Adjust if necessary.	Yearly			
Mortar	Check and repair missing mortar in exterior masonry.	Yearly			
Paint	Check painted surfaces for cracking, peeling, or fading. Repaint if necessary.	Yearly			
Roof	Check roof for damaged, loose, or missing shingles. Check flashing around roof stacks, vents, skylights, and chimneys and in roof valleys for missing or loose flashing. Repair or replace if necessary.	Yearly			
Trees & Shrubs	Trim back tree branches, shrubs, and other plants to make sure they are not in contact with the structure.	Yearly			
Ventilation Systems	Check to make sure that interior mechanical ventilation systems (such as bathroom, kitchen, and utility room vent fans) are in good working order. Repair if necessary.	Every two months			
Water Stains	Check for water stains in the roof of the attic and in the exterior overhangs or soffits. If water stains are present, locate and repair the cause of moisture intrusion.	Yearly			

ALWAYS CALL BEFORE YOU DIG



One free, easy call gets your utility lines marked AND helps protect you from injury and expense.

**Safe Digging Is No Accident:
Always Call 811 Before You Dig**

Know what's below. Always call 811 before you dig.
Visit call811.com for more information.



Know what's below.
Call before you dig.



U.S. Department
of Transportation



Building Your Quality of Life



JOHN DEERE

TRAVELERS

Common Ground Alliance

INSERT
CALL CENTER
LOGO HERE

Making a Claim

During the first year in your new home, you are provided the opportunity to make a Warranty Claim, if necessary. Please go to www.simplicity-homes.com, in the top right corner of the web site under Warranty and fill out a form on line or you can fax the warranty service form.

Visit: www.simplicity-homes.com/warranty

Warranty Department Fax: (541) 516 - 4328

Because of the importance of customer service to both our company and to you, we require all warranty requests for service to be made through the website. NO TELEPHONE CALLS WILL BE ACCEPTED FOR SERVICE REQUESTS. Under no circumstance, call the local project manager for service.

It is important to make sure all warranty claims are sent thru the system, so they can be tracked to ensure quick and prompt service.

