

Quartz WARRANTY OVERVIEW

Congratulations on your new home! At Quartz Modular we are proud to offer our homeowners a comprehensive package of home warranties that instill buyers with comfort and confidence that they will be protected against excessive and unexpected repair or replacement expenses.

One Year Limited Builder Warranty

From the date of closing, for a period of one year, **Quartz Modular**, **LLC** offers a limited builder warranty (the "Limited Warranty") to ensure that your home will be free from defects in materials and workmanship. Items such as appliances and heating and cooling equipment are covered under manufacturer's warranties. This warranty does NOT cover normal wear and tear (see **Quartz Modular Limited Warranty and Homeowners Maintenance Manual** for more details). The Limited Warranty includes one (1) in-home appointment scheduled by Quartz Modular within 30 days of your purchase. The warranty repair and replacement items covered during the One Year Limited Warranty are detailed in The Standards of Performance.

Six Year Structural Warranty

At Quartz, we stand behind every home we build with a 6-year warranty program provided by **RWC**, a leading third-party warranty group, that covers defects of certain structural components. RWC provides one of the most comprehensive home warranty programs in the marketplace and Quartz is proud to offer it with every single home purchase. **RWC maintains warranty information online.** At Closing you will receive all the details regarding this policy via email. More information can be found at www.rwcwarranty.com.

Items Not Covered by any warranty

Every new homeowner has the responsibility to maintain their home and preserve the beauty and functionality of that home. This list contains many (but not all) of the most common service issues that are requires every long that characteristics they are consider the most contains wear auntaly that conficient to closing, please be sure to evaluate all of the items in your home. to the ware early in your wash provided to cracks and seams

- 4. Scratches or chips on countertops and cabinetry
- 5. Scratches, chips, separation, fading, discoloration, or tears in flooring; stains, discoloration or tears on carpeting
- 6. Flooring vibrations of any kind
- 7. Maintenance or cracks of tile grout and caulking
- 8. Paint touch ups or nail pops
- 9. Towel bars and shelving pulled from walls
- 10. Cabinet doors not in perfect alignment
- 11. Weatherstripping of door or window seals
- 12. Water intrusions or foundation problems due to property grade alterations made by homeowner and/or lack of landscape maintenance
- 13. Standing water that remains for less than 48 hours after rain (it is normal for water to stand in swales during and immediately after rain) or soft ground in swales



- 14. Trapped moisture in windows or discolored concrete
- 15. Moisture, discoloration or cracking of any non-structural concrete (i.e. decks, driveways as applicable)
- 16. Secondary utilities such as phone, cable and internet installations

Please sign below to confirm you have read and understood the above description and warranty limitations:		
Name	Signature	Date



QUARTZ MODULAR, LLC LIMITED WARRANTY INTRODUCTION

Quartz Modular's Limited Warranty covers your home against construction defects as detailed in Quartz Modular, LLC (Quartz) Standards of Performance for (1) ONE YEAR from the date title was first transferred by the developer, BP Fairview (the "Warranty Start Date").

The Warranty Period includes one (1) customer care appointment as well as several courtesy repairs. The warranty items covered (including courtesy repairs) during the Warranty Period are detailed in The Standards of Performance.

The Quartz Modular, LLC Limited Warranty is fully transferable to subsequent purchasers. Upon execution of a transfer form by a subsequent owner, the Limited Warranty remains in force on the home for the balance of the Warranty Period. Please contact Quartz Modular for a Warranty Transfer Form at warranty@quartzmodular.com.

When you signed your Purchase Agreement, you received Exhibit B of such Agreement, describing the Limited Warranty, and signed a form acknowledging your receipt and agreement to read the Limited Warranty in full prior to closing on your home. If you have any questions about The Limited Warranty before closing, please contact your real estate agent.

We suggest that you review The Standards of Performance, as well as the service procedures included in this section, before submitting a claim under the Limited Warranty.

Standards of Performance

The Quartz Modular, LLC Standards of Performance details the tolerances of workmanship and materials within which your home should perform. They are designed to help you, the Homeowner, Quartz, and any Arbitrator assigned to rule on the presence of a Construction Defect determine the validity of any request for warranty performance made under the Limited Warranty. Please note that some of these standards specifically relate to Quartz's courtesy repairs and not to the standards relative to the Limited Warranty.

It would not be possible to list every component of your home in these standards so only the most frequent items, which concern new Homeowners, are addressed in these Standards of Performance. The Residential Performance Guidelines published by the National Association of Home Builders (NAHB) (www.nahb.org) shall apply to any items not covered by these guidelines.

To the extent that neither document contains a standard for a given item in your home, Section III (Our Coverage Obligation) of the Limited Warranty describes other factors that will be considered in determining our coverage obligation.



For convenience and ease of understanding, the Standards of Performance have been expressed in terms of performance standards, which set forth the acceptable tolerances for each area of concern. Items that do not comply with The Standards of Performance should be brought to Quartz Modular, LLC attention for inspection. If Quartz makes the determination that the item is a construction defect, it will be handled in accordance with the terms of the Limited Warranty.

Homeowner Maintenance

The Homeowners(s) and/or The Homeowners Association (exterior items in certain communities) are responsible for proper home maintenance. This includes being aware of and applying the recommended procedures and products for maintaining all components of your home. For your convenience, Quartz has provided maintenance suggestions in our Standards of Performance. If you need additional information on maintaining a product, please refer to the manufacturer's maintenance recommendations for that product.

Under the terms of the Limited Warranty, neglect of normal maintenance items may deprive you or your successor of warranty coverage on the item(s) involved. Damage to the home which is a result of Homeowner(s) or Homeowners Association negligence, abuse, misuse, or inaction must be repaired by the Homeowner(s) and/or Homeowners Association at their expense. During the Limited Warranty Period, Quartz Modular, LLC will not repair items that are the responsibility of the Homeowner or Homeowners Association to maintain. Please review The Standards of Performance before submitting a request for service.



QUARTZ MODULAR, LLC WARRANTY SERVICE PROCEDURES

Routine Warranty Requests - If you wish to initiate non-emergency warranty requests at any time during the Warranty Period, you are welcome to do so by contacting Quartz Modular at warranty@quartzmodular.com. Any service requests received during the Limited Warranty Period will be performed pursuant to the terms, conditions, and limitations of the Limited Warranty.

Following the Customer Care Program, Quartz is willing to review requests for service and repair the item(s) that are determined to be construction defects as outlined in Quartz Standard of Performance. Quartz will not review or repair items that are the responsibility of the Homeowner or Homeowners association to maintain.

To Request Warranty Service

For purposes of accuracy all Warranty Requests are to be submitted in writing. Please Submit all requests for warranty or information to Quartz at warranty@quartzmodular.com.

- Appointments are available Monday through Friday; 8:00 am. to 4:00 pm. Quartz Modular, LLC does require that at least one of the property owners be present for every service inspection.
- The items listed in your written request will be inspected to determine appropriate action.
- If Quartz Trade Partners are required to complete repairs, we will notify the appropriate companies and schedule the necessary repairs.

Completion of Warranty Requests can be expected within thirty (45) calendar days of the inspection, unless you are otherwise notified. All requests under the Limited Warranty will follow the process and time periods set forth therein.

Emergency Conditions and How to Request Emergency Warranty Service

An emergency condition is an event or situation that creates an imminent threat of damage to your home or creates an unsafe living condition. While many such situations will not be the responsibility of Quartz Modular, LLC, Quartz should be immediately contacted during an emergency situation so that a preliminary determination can be made as to whether the problem should be handled by Quartz, handled by you with reimbursement by Quartz, or handled by you at your own expense. Please contact warranty@quartzmodular.com and call or text us at 828-691-1657 or 828-779-2865.

Some examples of emergencies include:

- Water intrusion Quartz Modular, LLC is to be notified of any incidents of water intrusion
- Total loss of heat when the outside temperature is below 45 degrees
- Total loss of electricity. (To make sure there is no widespread power outage, please contact your utility company prior to reporting the condition to Quartz.);
- Plumbing leak that requires the entire water supply to be shutoff;
- Total loss of water. (Again, check with your water department to be certain there is not a widespread service interruption.)



Courtesy Repairs

Throughout your first year in your home, there are areas of your home that may experience minor weathering and settlement, which may not constitute construction defects, as defined in the Limited Warranty. These areas may include drywall. While these items might otherwise be the responsibility of the homeowner as maintenance items, as an accommodation to our homebuyers, Quartz will evaluate these items outside of the scope of coverage of the Limited Warranty, and as a Courtesy will repair these items **one time** during your first year of homeownership based upon the specific references in the Standards of Performance.

Consumer Appliance Warranties

The manufacturers of your kitchen and other appliances will work directly with you if any repairs are needed for these products. Manufacturers' Customer Service Telephone numbers are listed in the use and care of materials for the individual appliances provided to you. When you place a service request with the manufacturer, please be prepared to provide the model and serial number of the item and the closing date on your home. Appliance warranties are generally for one year; refer to the literature provided by the specific manufacturer involved for complete information. By Federal law, appliances and/or "consumer products" are excluded from the Limited Warranty, unless they constitute a construction defect. To ensure proper coverage by the manufacturer of the consumer product, please fill out all warranty registration cards and return them to the manufacturer.

It is highly recommended to register your appliances as soon as documents are received. If your product is not registered, the manufacturer will not service your appliances.



QUARTZ MODULAR, LLC LIMITED WARRANTY

Throughout the Quartz Modular, LLC Limited Warranty, referred to hereinafter as the "Limited Warranty"," the words "You," and "Your" refer to the Homeowner and/or Homeowners Association. The words "We"," "Us,", "Our(s)," and "Quartz" refer to Quartz Modular, LLC. Refer to the Section X. Definitions, so that You will understand the terminology applicable to this Limited Warranty.

This Limited Warranty establishes an agreed method for determining when a construction defect exists and a clear understanding of Our responsibilities for remedying any such construction defect. This Limited Warranty also helps distinguish a construction defect that is Our responsibility from those minor imperfections that can reasonably be expected in a home or result from normal wear and tear or are routine Homeowner or Homeowners Association maintenance responsibilities.

This Limited Warranty contains the procedures You must use to notify Us of a condition in your home which You believe may constitute a construction defect. In the event a condition occurs in the home that You believe may constitute a construction defect, You agree to submit any request for warranty performance under this Limited Warranty. Based on the information You provide, and where We deem it necessary information obtained from an onsite inspection/or testing of the home We will determine whether We agree with You that the condition constitutes a construction defect. If We determine that the condition reported by You is a construction defect, We will remedy the condition in accordance with the remedies prescribed in this Limited Warranty. We will make this determination in accordance with Section III. Our Coverage Obligations, contained in this Limited Warranty.

If We determine that a condition does not constitute a construction defect that is Our responsibility and therefore deny Your request for warranty performance, You have the right to initiate binding arbitration that will irrevocably determine whether the condition constitutes a construction defect that is Our responsibility. If this binding arbitration determines that the condition does constitute a construction defect that is Our responsibility, We will resolve the problem in accordance with the remedies prescribed in this Limited Warranty. The Arbitrator will decide based on the language contained in Section III, Our Coverage Obligations.

This Limited Warranty is the only express warranty given by Us to You. Any express warranties other than this limited warranty, including any oral or written statement or representation made by Us or any other person that is contrary to or inconsistent with the terms of this Limited Warranty are hereby disclaimed by Us and waived by You. This is a Limited Warranty and, as such, its coverage is restricted by its express terms, conditions, and exclusions. It does not affect any substantive rights or remedies You or We may have under applicable law of North Carolina, and nothing in this Limited Warranty is intended to constitute a waiver of, or limitation on, the legal rights, remedies or damages provided to You or Us by law, or on the ability to enforce such legal rights, remedies, or damages within the time allowed by applicable statute of limitations or repose, but this Limited Warranty does include an election by You and Us to resolve all claims, disputes and controversies, of whatever kind or nature, by binding



arbitration as stated in the preceding paragraph. If any provision of this Limited Warranty is determined to be unenforceable, such a determination will not affect the remaining provisions. If this Limited Warranty or any provision herein is determined to be unenforceable as to a Homeowners Association or a specific Homeowner, such a determination will not affect the enforceability of this Limited Warranty or such provisions as to any other Homeowner Association or any other Homeowner. The issue of enforceability, as well as all other issues, will be determined by Binding Arbitration as provided for in this Limited Warranty.

I. Coverage Limit

\$250,000 is Our limit of liability during the Warranty Period. It is the most We will pay or expend for all covered construction defects regardless of the number of requests for warranty performance made against this Limited Warranty. Once Our limit of liability has been paid, no further requests for warranty performance can be made against this Limited Warranty. This limit of liability is not per-occurrence rather it is the maximum amount of coverage in the aggregate during the Warranty Period.

II. Warranty Coverage

Coverage under this Limited Warranty is expressly limited to construction defects which may occur during the Limited Warranty Period and are reported by You in accordance with the notification requirements of Section VII, Procedure to Request Us to Perform Under this Limited Warranty. To be eligible for coverage We must receive written notice from You of the alleged construction defect as soon as it is reasonably possible after You have become aware or should have become aware of a construction defect but in no event later than the expiration of the coverage.

III. OUR Coverage Obligations

All notices of alleged construction defects and complaints under this Limited Warranty must be made by You in writing. Telephone or face-to-face discussions will not protect Your rights under this Limited Warranty (see Section VII, Procedure to Request US To Perform Under This Limited Warranty).

In the event You allege a construction defect occurs during the Warranty Period, upon receiving written notice from You, We, or a third party designated by Us or acting on Our behalf, will inspect, investigate and/or test (including destructive testing) the alleged defect to determine if a construction defect exists. Upon confirmation of a construction defect, We, or a third party designated by Us or acting on Our behalf, will (1) repair or replace the construction defect, (2) pay to You the actual amount it would cost Us to repair or replace the construction defect. The decision to repair, replace, or to make payment to You is at Ours or Our authorized representative's sole option.

Standards by which the presence of a construction defect will be determined in the event You believe that a flaw or imperfection in the home constitutes a construction defect, the following factors will be considered by Us in determining whether the condition constitutes a construction defect. Should either



You or We elect to initiate binding arbitration, these factors will be considered by the Arbitrator in rendering a decision:

- A. Any performance standards or guidelines or other documents or manuals that contain Our building standards, that were provided to You at or prior to closing on the home, or in the case of the Homeowners Association, prior to transferring title. Absent such standards, the Residential Construction Performance Guidelines published by the National Association of Home Builders, in effect at the time of closing on the home, or in the case of the Homeowners Association, at the time of transferring title shall apply. Absent a specific standard in the documents identified above, normal and accepted building practices and standards in use in the region of the country in which the home is located shall apply;
- B. Consideration as to whether the magnitude of the flaw or imperfection:
 - 1. materially affects the structural integrity of the home; or
 - 2. has an obvious and material negative impact on the appearance of the home; or
 - 3. jeopardizes the life or safety of the occupants; or
 - 4. results in the inability of the home to provide the functions that can reasonably be expected in such a home.
- C. Consideration as to whether a condition is the result of normal wear and tear (conditions that are normal wear and tear, or are caused by normal wear and tear are not construction defects);
- D. Consideration as to whether the condition was caused by, or in any way resulted from the failure of the Homeowner or Homeowners Association to perform normal or routine maintenance (any condition that is determined to be their maintenance issue, or any condition that results from improper or inadequate Homeowner or Homeowner Association maintenance, is not a construction defect);
- E. Consideration as to whether the condition was caused by the Homeowner or Homeowners Association or their representatives, other than Us, after the Homeowner took possession of the home (We and You conducted a walkthrough inspection just prior to closing on the home. Damage that was caused by You or Your representatives is not a construction defect, for example, a large, visible scratches on flooring in the entry foyer that was not noted at the final walkthrough inspection, but was reported after furniture was moved into the home, will not be considered a construction defect);
- F. Recognition that any condition resulting directly or indirectly from or made worse by changes, additions, alterations or other actions by the Homeowner or Homeowners



Association or Their agents, other than Us, will not be considered a construction defect (this includes changes to the topography, drainage, or grade of the property);

G. Any Exclusion contained in this Limited Warranty.

IV. Homeowner Maintenance Obligations

Every home requires periodic maintenance to prevent premature deterioration, water intrusion and to ensure adequate performance of the systems. Maintenance of the home is Your responsibility. You must understand and perform the maintenance that the home elements require. As stated in other sections of this Limited Warranty, We are not responsible for the home maintenance issues or for damage that results from Your failure to maintain the home.

V. Coverage Limitations

When We or a third party designated by Us or acting on Our behalf, repair or replace a construction defect, the repair or replacement will include the repair or replacement of only those surfaces, finishes and coverings that were damaged by the construction defect that were part of the home when title was first transferred by Us. Surfaces, finishes and coverings that require repair or replacement in order for Us or a third party designated by Us to repair or replace construction defects will be repaired or replaced. The extent of the repair and replacement of these surfaces finishes, or coverings will be to approximately the same condition they were in prior to the construction defect, but not necessarily to a new condition.

When repairing or replacing surfaces, finishes and coverings, the repair or replacement will attempt to achieve as close a match with the original surrounding areas as is reasonably possible, but an exact match cannot be guaranteed due to factors such as fading, aging and unavailability of the same materials.

In the case where a construction defect exists and the home is rendered uninhabitable, the repair of the construction defect shall include the reasonable cost of the Homeowners alternative shelter until the home is made habitable. If Homeowner must vacate the home during a repair, Quartz reserves the right to approve the costs for alternative housing and will not be responsible for any unapproved costs or costs that are deemed by Quartz to be excessive. In all cases, the maximum amount We will reimburse You for vacating the home is \$150.00 per day, which shall count against Our coverage limit referenced above.

VI. Exclusions

This Limited Warranty does not cover any construction defects or other damages resulting, either directly or indirectly, from the following causes or occurring in the following situations:

A. Fire;



- B. Lightning;
- C. Explosion;
- D. Riot and Civil Commotion;
- E. Smoke;
- F. Hail:
- G. Aircraft;
- H. Falling Objects;
- I. Vehicles;
- I. Floods;
- K. Earthquake;
- L. Landslide or mudslide originating on property other than the site of the home or property developed by Us;
- M. Mine subsidence or sinkholes:
- N. Changes in the underground water table not reasonably foreseeable by Us;
- O. Volcanic eruption; explosion or effusion;
- P. Wind including:
 - 1. Gale force winds; winds that exceed 54 MPH
 - 2. Hurricanes;
 - 3. Tropical storms
 - 4. Tornadoes;
- Q. Insects, animals or vermin;
- R. Changes of the grading of the ground by anyone other than Us or Our agents, or subcontractors, which results in surface drainage towards the home or other improper drainage or permits water to pond or become trapped in localized areas against the foundation or otherwise;
- S. Changes, additions, or alterations made to the home by anyone after the Warranty Period begins, except those made or authorized by Us. Any approvals by Us must be in writing, verbal authorizations will not be honored;
- T. Any defect in material or workmanship supplied or performed by anyone other than Us, Our agents, or subcontractors;
- U. Improper maintenance, negligence, or improper use of the home by You or anyone else that results in rot, dry rot, moisture, rust, mildew or any other damage;
- V. Dampness or condensation due to Your failure to maintain adequate ventilation;
- W. Damage resulting from the weight and/or performance of any type of waterbed or other furnishings, which exceeds the load bearing design of the home;
- X. Normal wear and tear or normal deterioration of materials
- Y. Economic damages due to the home's failure to meet consumer expectations.
- Z. Any costs arising from, or any construction resulting from the actual, alleged or threatened discharge, dispersal, release or escape of pollutants. We will not cover costs or expenses arising from the uninhabitability of the home or health risk due to the proximity of pollutants. We will not cover costs, or expenses resulting from the direction of any governmental entity to test, clean up, remove, treat, contain or monitor pollutants;
- AA.Any costs arising from, or any construction defect resulting from the effects of electromagnetic fields (EMF's) or radiation;
- BB. Any damage to personal property that does not result from a construction defect;



- CC. Any "CONSEQUENTIAL OR INCIDENTAL DAMAGES";
- DD. Any damage to Consumer Products;
- EE. Any construction defect which You have not taken timely and reasonable steps to protect and minimize damage after We or Our authorized representative have provided You with authorization to prevent further damage;
- FF. Any damage to the extent it is incurred after or as a result of Your failure to notify Us in a reasonable timely manner after You have become aware or should have become aware of the construction defect or condition causing such damage;
- GG. Any costs or obligations paid or incurred by You in violation of Section VII. C. below;
- HH. Any non-conformity with local building codes, regulations or requirements that has not resulted in a construction defect. While We acknowledge Our responsibility to build in accordance with applicable building codes, this Limited Warranty does not cover building code violations in the absence of a construction defect;
- II. Any deviation from plans and specifications that has not resulted in a construction defect:
- JJ. Any subrogation costs associated with repairs performed by buyer's insurance company when such repairs were not approved by Us.
- KK.Any item listed on a third party inspection that is not a construction defect. While third party inspections are allowed, the company or individual performing the inspection must supply Us with a current Certificate of Insurance prior to performing an inspection on a home.
- LL. Homes that were foreclosed on and then resold by the foreclosing agency or at a public auction.
- MM. Damage caused by acts of God not included herein.

Our Limited Warranty does not cover any construction defect, which would not have occurred in the absence of one, or more of the excluded events or conditions listed in Exclusions, Section VII above, regardless of:

- A. The cause of the excluded event or condition; or
- B. Other causes of the loss or damage; or
- C. Whether other causes acted concurrently or in any sequence with the excluded event or condition to produce the loss or damage.
- VII. Procedure to Request Quartz to Perform Under This Limited Warranty

If You become aware of a condition that You believe is a construction defect under this Limited Warranty, You have the following responsibilities:

A. Notification

You must notify Us in writing as soon as it is reasonably possible, after You have become aware or should have become aware of a construction defect, but in no event may Your written notice of a construction defect or Your written request for warranty performance be postmarked or received by Us



later than this Limited Warranty expiration date. If the written notice is postmarked or received by Us more after the expiration of this Limited Warranty, We shall have no obligation to remedy the construction defect. In order to establish a record of timely notification, written notice should always be sent via email to warranty@quartzmodular.com.

B. Cooperate With Us

You must give Us and any third parties acting on Our behalf reasonable help in inspecting, investigating, testing (including destructive testing), monitoring, repairing, replacing, or otherwise correcting an alleged construction defect. Help includes, but is not limited to, granting reasonable access to the home for the forgoing purposes. If You fail to provide such reasonable access to the home, We will have no obligation to do any of the foregoing.

C. Do Not Make Voluntary Payments

You agree not to make any voluntary payments or assume any obligation or incur any expenses for the remedy of a condition You believe is a construction defect without prior written approval from Us, or other parties authorized to act on Our behalf. We will not reimburse You for costs incurred when You did not obtain prior written approval. However, You may incur reasonable expenses in making repairs in an emergency condition without prior written approval, provided the repairs are solely for the protection of the home from further damage or to prevent an unsafe living condition and provided You notify Us as soon as is reasonably possible. To obtain reimbursement for repairs made during an emergency condition, You must provide Us with an accurate written record of the repair costs.

D. Sign a Release

When We or a third party designated by Us or acting on Our behalf have completed repairing, replacing, or paying You as to any construction defects or other related damage to the home covered by this Limited Warranty, You must sign a full release of Our obligation for the construction defects. The release shall be applicable to the construction defect and shall not prevent You from notifying Us should You become aware of a subsequent construction defect.

E. If You Disagree With Us

If You believe We have not responded to Your request for warranty performance to Your satisfaction or in a manner that You believe this Limited Warranty requires, You may provide written notice to Us requesting Mediation. Upon Our receipt of written notice from You, We may review and mediate Your request by communicating with You, Us, and any other individuals or entities that We believe may possess relevant information or schedule Mediation with a Mediator acceptable to both parties. If after forty-five (45) days, We or a Mediator selected by both parties is unable to successfully mediate Your request for warranty performance or at any earlier time when We determine that You and We are at an impasse, We will notify You that Your request for warranty performance remains unresolved and that



You may elect to initiate Binding Arbitration. Binding Arbitration as described in the following section is the sole remedy for the resolution of disputes between You and Us as set forth in the following section.

VIII. Binding Arbitration Procedure

Any disputes between You and Us, or parties acting on Our behalf, related to or arising from this Limited Warranty, design or construction of the home or the purchase of the home or transfer of title will be resolved by binding arbitration. Binding arbitration shall be the sole remedy for resolving any and all disputes between You and Us, or Our representatives. Disputes subject to binding arbitration include but are not limited to:

- A. Any disagreements that a condition in the home is a construction defect and is therefore covered by this Limited Warranty:
- B. Any disagreements as to whether a construction defect has been corrected in compliance with this Limited Warranty;
- C. Any alleged breach of this Limited Warranty;
- D. Any alleged violations of consumer protection, unfair trade practice, or other statute;
- E. Any allegations of negligence, strict liability, fraud, and/or breach of duty or good faith, and any other claims arising in equity or from common law;
- F. Any disputes concerning the issues that should be submitted to binding arbitration;
- G. Any disputes concerning the timeliness of Our performance requests and/or Your notifications under this Limited Warranty.
- H. Any disputes as to the payment or reimbursement of the arbitration-filing fee;
- I. Any dispute as to whether this Limited Warranty or any provision hereof, including, but not limited to any waiver hereunder, is unenforceable.
- J. Any other claim arising out of or relating to the sale, design, or construction of Your home, including, but not limited to any claim arising out of, relating to or based on any implied warranty or claim for negligence or strict liability not effectively waived by this Limited Warranty.

MEDIATION AND ARBITRATION. If any dispute arising out of or related to the purchase, or home, whether in contract, tort or statutory, including any claims against Our officers, directors and/or employers occurs, the parties agree to submit the dispute to non-binding mediation. We and You shall



jointly appoint an acceptable mediator and shall share equally in the costs of such mediator. If mediation proves unsuccessful, the parties agree to proceed with binding arbitration in accordance with the Construction Industry rules of the American Arbitration Association, or any successor to such Association. The parties agree that the arbitration panel shall consist of three (3) members, two (2) of whom shall have substantial experience in single family residential construction and one (1) of whom shall be a licensed attorney with substantial experience in the construction field. Both parties shall have the right to be represented by legal counsel and to join subcontractors and/or suppliers into any arbitration proceeding. The decision of the arbitrators shall be final and conclusive and judgment may be entered upon the award by any court of competent jurisdiction. In determining any question, matter, or dispute before them, the arbitrators shall apply the provisions of the Purchase Agreement and the Limited Warranty without varying from them in any respect and they shall not have the power to add to, modify or change any of the provisions hereof. The parties agree to share equally in the costs of the arbitration.

After evidence is presented by You, Us or Our representatives, a decision will be rendered by the arbitrator. The decision is final and binding on You and Us. The arbitrator first will determine whether any claimed or alleged construction defects exists and whether it is Our responsibility. Second, if the arbitrator finds Us responsible for a construction defect, the arbitrator will determine the scope of any repair or replacement, Our cost of any such repair or replacement, and the diminution in fair market value, if any, caused by such construction defects. Based upon the arbitrator's decision, We shall choose whether We shall repair or replace the construction defect or pay to You the actual amount it would cost Us to repair or replace the construction defect. The decision to repair, replace, or to make payment to You is at Our or Our authorized representative's sole option. In addition, the arbitrator shall render a decision resolving any other disputed matters or issues related to or arising from this Limited Warranty, the design or construction of the home or the sale of the home or transfer of title.

IX. General Conditions

- A. The Limited Warranty is a provision of the Purchase Agreement between You and Us for the construction and/or sale of the home or transfer.
- B. This Limited Warranty will transfer to new owners of the home for the remainder of the Warranty Period. You agree to provide this Limited Warranty to any subsequent purchaser of the home as a part of the contract of sale of the home. Our duties under this Limited Warranty to the new Homeowner will not exceed the limit of liability then remaining, if any.
- C. We assign to You all the manufacturer's warranties on all appliances, fixtures, and items of equipment that We installed in the home. Should an appliance or item of equipment malfunction You must follow the procedures set forth in that manufacturer's warranty to correct the problem. Our obligation under this Limited Warranty is limited to the workmanlike installation of such appliances and equipment. We have no obligation for appliances and equipment defined as consumer products.



D. If We or a third party designated by Us or acting on Our behalf repairs, replaces or Pays You as to a construction defect, or other related damage to the home covered by this Limited Warranty, We are entitled, to the extent of Our payment, to take over Your related rights of recovery from other people and organizations, including but not limited to, other warranties and insurance. You have an obligation not to make it harder for Us to enforce these rights. You agree to sign any papers, deliver them to Us, and do anything else that is necessary to help Us exercise Our rights.

E. General Provisions

- 1. If any of the terms or provisions of this Limited Warranty is determined to be unenforceable, such a determination will not affect the remaining provisions. If this Limited Warranty or any provision herein is determined to be unenforceable as to a Homeowners Association or a specific Homeowner, such a determination will not affect the enforceability of this Limited warranty or such provisions as to any other Homeowners Association or any other Homeowner. The issue of enforceability, as well as all other issues will be determined by Binding Arbitration as provided for in this Limited Warranty.
- 2. This Limited Warranty and the binding arbitration process are binding on You and Us. It is also binding on Your and Our heirs, executors, administrators, successors, and assigns, subject to paragraph B of the General Conditions.
- 3. As may be appropriate, the use of the plural in this Limited Warranty includes the singular, and the use of one gender includes all genders.

X. Definitions

Builder means Quartz Modular, LLC, the individual, partnership, corporation, or other entity. Throughout this document the Builder is also referred to as "We", "Us" and "Our".

Consequential or Incidental Damages means any loss or injury other than:

- A. Our cost to correct a construction defect including the correction of those surfaces, finishes and coverings damaged by the construction defect;
- B. Our cost of repair or replacement of furniture, carpet or personal property damaged by the construction defect. Should replacement be necessary, Our obligation is limited to replacement with items providing the same function and quality and that are readily available at the time the item is being replaced.
- C. Our costs of removal or replacement in order to repair or replace a construction defect;



D. The reasonable cost of the Homeowner's alternative shelter where the home is inhabitable due to a construction defect or where the home is rendered inhabitable by the repair of the construction defect.

Diminished market value is considered "Consequential or Incidental Damage" and is excluded under this Limited Warranty unless We elect this remedy in lieu of the repair, replacement, or other payment as to a construction defect.

Construction Defect(s) means a flaw in the materials or workmanship used in constructing the home that:

- materially affects the structural integrity of the home; or
- has an obvious and material negative impact on the appearance of the home; or
- jeopardizes the life or safety of the occupants; or
- results in the inability of the home to provide the functions that can reasonably be expected in a residential dwelling.

We and any arbitrator assigned to rule relative to a construction defect will consider both this definition and Section III — A. (Standards By Which the Presence of a construction defect will be determined) in determining the existence of a construction defect. A flaw is a construction defect if either We or an arbitrator conducting a binding arbitration hearing declares the flaw to be a construction defect. Our obvious and visible failure to complete the construction of the home or any portion of the home is not a construction defect.

Consumer Product means any item of equipment, appliance or other item defined as a consumer product in the Magnuson-Moss Warranty Act (15 U.S.C.§. 2301, et seq.) Examples of Consumer Products include, but are not limited to dishwasher, garbage disposal, gas or electric cook-top, range, range hood, refrigerator or refrigerator/freezer combination, gas oven, electric oven, microwave oven, trash compactor, garage door openers, clothes washer and dryer, hot water heater, furnace, air conditioner and thermostat.

Emergency Condition means an event or situation that creates an imminent threat of damage to the home, or results in an unsafe living condition due to a construction defect that You (or as applicable, the homeowners association) become aware of at a point in time other than Our normal business hours and You were unable to obtain Our or Our authorized representative's prior written approval to initiate repairs to stabilize the condition or prevent further damage.

Home means a single-family residence either attached or detached covered by this Limited Warranty or a condominium or cooperative unit in a multi-unit residential structure/building covered by this Limited Warranty. Home Builder's Limited Warranty means only this express warranty document provided to You by Us.

Home Builder's Limited Warranty means only this express warranty document provided by You by Us.



Homeowner means the first person(s) to whom a home (or a unit in a multi-unit residential structure/building) is sold, or for whom such home is constructed, for occupancy by such person or such person's family, and such person's successors in title to the home or mortgages in possession and any representative of such person(s) who has standing to make a claim on that person(s) behalf, including any class representative or homeowners' association making a claim in a representative capacity.

Pollutants mean all solid, liquid, or gaseous irritants or contaminants. The term includes, but is not limited to, petroleum products, smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, radon gas, and waste materials, including materials to be recycled.

Systems mean the following:

- A. Plumbing system gas supply lines and fittings; water supply, waste and vent pipes and their fittings; septic tanks and their drain fields; and water, gas and sewer services piping and their extensions to the tie-in of a public utility connection or onsite well and sewage disposal system.
- B. Electrical system all wiring, electrical boxes, switches, outlets, and connections up to the public utility connection.
- C. Heating, Cooling, and Ventilation syst—m all ductwork; steam, water, and refrigerant lines; and registers, connectors, radiation elements and dampers.

Warranty Period shall commence on the date the title for the home is transferred to the first Homeowner from BP Fairview and continue for a period of one (1) calendar year from such transfer.



QUARTZ MODULAR, LLC WORKMANSHIP/MATERIALS, & SYSTEMS WARRANTY CONSTRUCTION PERFORMANCE STANDARDS

Our Construction Performance Standards apply to the Limited Warranty to which they are attached and identified on the Warranty Confirmation Page. The official Construction Performance Standards used by Quartz Modular, LLC in determining coverage under the Limited Warranty are the Residential Performance Guidelines set forth by the National Home Builders Association (NHBA). A copy of these standards may be found online through NHAB at https://www.builderbooks.com/residential-construction-performance-guidelines--contractor-reference-products-9780867187434.php.

This warranty does not warrant that the Home has been built in compliance with federal, state or local building standards or codes even though the Builder is required to comply with such standards or codes. In no event shall Builder, be liable for discontinued items, changes in dye lots, colors or patterns, or items not included in the original construction. Items covered by a manufacturing warranty ARE NOT warranted under this express limited warranty.

Important Notice: When determining responsibility under the NHBA's Residential Performance Guidelines, only reports from approved construction consultants (inspection firms, contractors etc.) will be considered. Some firms and individuals feel it is their responsibility to locate possible problems rather than to resolve issues under consideration and they regularly address items not covered under the terms of the warranty.

Homeowners should be aware that all new homes go through a period of settlement and movement as they reach equilibrium. During this period, the home may experience some minor material shrinkage, cracking and other events, which are unavoidable and considered normal. The Homeowners(s) should also be aware that they are responsible for proper home maintenance. Damage caused by HOA, improper maintenance or changes, alterations or additions performed by anyone other than Quartz, our employees, or subcontractors (while performing work contracted by Quartz) is excluded from The Limited Warranty.

In addition to the Construction Performance Standards, we have included Homeowner Use and Maintenance Guidelines to assist you with caring for your new home.



HOMEOWNERS MAINTENANCE MANUAL

Becoming a homeowner is exciting but can be overwhelming. The checklist below is a basic list of some seasonal maintenance tasks to be performed at your residence, to assist in keeping your house functioning optimally. This is not an inclusive list, as there are additional tasks that can be performed monthly, quarterly, and yearly. It is the owner's responsibility to perform daily, monthly, and yearly maintenance on their home. Every home requires periodic maintenance to prevent premature deterioration, water intrusion and to ensure the adequate performance of the systems. Maintenance of your home is your responsibility. You must understand and perform the maintenance that the home requires.

Winter:

- Change HVAC filter if applicable
- Apply pest control
- Adjust sprinkler system for the season
- Ensure site/yard drains are clear/unblocked
- Check smoke and carbon monoxide detectors
- Inspect backsplash caulking in kitchen, bathrooms and laundry room, and recaulk as needed
- Inspect shower and tub caulking and re-caulk as needed
- Test alarm system
- Test GFCI receptacles
- Clean cabinets per manufacturer recommendations

Spring (Spring Cleaning):

- Change HVAC filter if applicable
- Check smoke and carbon monoxide detectors
- Clean aerators on faucets and showerheads
- Clean fins on outside AC condensing unit
- Clean fireplace and chimney
- Have carpet cleaned
- Inspect air conditioning for proper operation
- Inspect backsplash caulking in kitchen, bathrooms, and laundry room, and caulk as needed
- Inspect ceramic tile and countertops and reseal as needed
- Ensure exterior caulking is performed where needed
- Inspect shower and tub caulking and re-caulk as needed
- Lubricate door hinges with silicone spray
- Lubricate rollers and guides on garage doors and openers
- Startup and inspect valves and spray heads for leaks, broken parts, and clogs
- Test GFCI receptacles
- Clean cabinets per manufacturer recommendations
- Clean dryer vent



- Inspect Roof for leaks
- Inspect exterior for any damage or wear in need of repair
- Clean out rain gutters

Summer:

- Adjust sprinkler system settings for the season
- Apply pest control
- Change HVAC filter
- Check drainage swales for proper rainwater flow
- Check smoke and carbon monoxide detectors
- Inspect backsplash caulking and re-caulk as needed
- Inspect weather-stripping on all doors
- Monitor secondary A/C condenser
- Test GFCI receptacles
- Clean cabinets over manufacturer recommendations
- Water heater maintenance per manufacturer recommendations

Fall:

- Weatherproof home, caulk windows, gaps and repair/caulk cracks as needed
- Change HVAC filter
- Check smoke and carbon monoxide detectors
- Clean gutters and downspouts
- Inspect furnace for proper operation
- Inspect shower and tub caulking and re-caulk as needed
- Inspect dryer vent and clean out any lint and debris
- Monitor secondary A/C condenser (if applicable)
- Test GFCI receptacles
- Clean cabinets per manufacturer recommendations
- Touch up and repaint and caulk home as needed and every 3-4 years

Homeowner Maintenance

The Homeowner is responsible for proper home maintenance. This includes being aware of and applying the recommended procedures and products for maintaining all components of your home. If you need additional information on maintaining a product, please refer to the manufacturer's maintenance recommendations for that product.

For the first 12 months of your ownership (Service Agreement period), Quartz Modular will coordinate all activities and warranties for the homeowner and will manage punch lists and service requests (other than those the Buyer contacts directly, ie, Whirlpool Appliances). The owner's home is fully warrantied by the specific warranties of each supplier/contractor for their respective products and/or scope of work. Other than those warranties specified by the supplier/contractor performing that scope of work or providing a product, no other warranty is



offered by Quartz Modular. Please refer to your "Builder's Warranty and Building Standards for Your New Home".

Neglect of normal maintenance items may deprive you or your successor of warranty coverage on the item(s) involved. Damage to the home which is a result of Homeowner abuse, misuse, or inaction must be repaired by the Homeowner(s) at their expense. During the first year of ownership, Quartz will not repair items that are the responsibility of the homeowner to maintain. Please review the Farm's Finish Standards document for specifics on quality standards.

Home Maintenance and Care Guide

Appliances

To ensure proper coverage by the manufacturer of the consumer product, please fill out all warranty registration cards and return them to the manufacturer. Please refer to each appliance owner's manual for specific use and maintenance guidelines.

Cabinets

Your Design Selection Sheet is your record of the brand, style, and color of cabinets in your home. If you select wood or wood veneer cabinets, expect differences in grain and color between and within the cabinet components due to natural variations in wood and the way it takes stain.

Cleaning Products such as lemon oil or polishes that include scratch cover are suggested for wood cabinet care. Follow container directions. Use such products a maximum of once every 3 to 6 months to avoid excessive build-up. Avoid paraffin-based spray waxes or washing cabinets with water, as both will damage the luster of the finish.

Hinges If hinges catch or drawer glides become sluggish, a small amount of silicone lubricant will improve their performance.

Moisture Damage to cabinet surfaces and warping can result from operating appliances that generate large amounts of moisture or heat (such as crock pots or toaster ovens) near the cabinet. When operating such appliances, place them in a location that is not directly under a cabinet.

Carpet

Your Design Selection Sheet (Color Chart) provides a record of the brand, style, and color of floor coverings in your home. Please retain this information for future reference. Refer to the various manufacturers' recommendations for additional information on the care of your floor coverings.

Burns Take care of any kind of burn immediately. First snip off the darkened fibers, then use a soap less cleanser and sponge with water. If the burn is extensive, talk with a professional about replacing the damaged area.



Cleaning You can add years to the life of your carpet with regular care. Carpet wears out because of foot traffic and dirt particles that get trampled deep into the pile beyond the suction of the vacuum. The dirt particles wear down the fibers like sandpaper and dull the carpet. The most important thing you can do to protect your carpet is to vacuum it frequently.

Vacuum twice each week lightly and once a week thoroughly. Heavy traffic areas may require more frequent cleaning. A light vacuuming is three passes; a thorough job may need seven passes. A vacuum cleaner with a beater-bar agitates the pile and is more effective in bringing dirt to the surface for easy removal. Remember to disengage the beater bar on the vacuum for all shag/cable carpets.

Vacuuming high-traffic areas daily helps keep them clean and maintain the upright position of the nap. Wipe spills and clean stains immediately. For best results, blot or dab any spill or stain; avoid rubbing. Test stain removers on an out-of-the-way area of the carpet, such as in a closet, to check for any undesirable effects.

Have your carpet professionally cleaned at a minimum once per year; more often depending on the amount of traffic or if you have pets. Research indicates that hot water extraction or steam cleaning provides the best cleaning.

Crushing Furniture and traffic may crush a carpet's pile fibers. Frequent vacuuming in high-traffic areas and glides or cups under heavy pieces of furniture can help prevent this. Rotating your furniture to change the traffic pattern in a room promotes more even wear. Some carpets resist matting and crushing because of their level of fiber, but this does not imply or guarantee that no matting or crushing will occur. Heavy traffic areas such as halls and stairways are more susceptible to wear and crushing. This is considered normal wear.

Fading Science has yet to develop a color that will not fade with time. All carpets will slowly lose some color due to natural and artificial forces in the environment. You can delay this process by frequently removing soil with vacuuming, regularly changing air filters in heating and air conditioning systems, keeping humidity and room temperature from getting too high, and reducing sunlight exposure with window coverings.

Filtration If interior doors are kept closed while the heating system is operating, air circulation from the closed room flows through the small space at the bottom of the door. This forces the air over the carpet fibers, which in turn act as a filter, catching particulate pollution. Over time, a noticeable stain develops at the threshold

Fuzzing or Fraying In loop carpets, fibers may break. Simply clip the excess fibers. If it continues, call a professional.



Pilling. Pilling or small balls of fiber can appear on your carpet, depending on the type of carpet fiber and the type of traffic. If this occurs, clip off the pills. If they cover a large area, seek professional advice.

Rippling With wall-to-wall carpeting, high humidity may cause rippling. If the carpet remains rippled after the humidity has left, have a professional re-stretch the carpeting.

Seams Carpet usually comes in 12-foot widths, making seams necessary in most rooms. Visible seams are not a defect unless they have been improperly made or unless the material has a defect, making the seam appear more pronounced than normal. The denser and uniform the carpet texture, the more visible the seams will be.

Carpet styles with low, tight naps result in the most visible seams. Seams are never more visible than when the carpet is first installed. Usually with time, use, and vacuuming the seams become less visible.

Shading is an inherent quality of fine-cut pile carpets. Household traffic causes pile fibers to assume different angles; as a result, the carpet appears darker or lighter in these areas. A good vacuuming, which makes the pile all go in the same direction, provides a temporary remedy.

Shedding New carpeting, especially pile, sheds bits of fiber for a period of time. Eventually, these loose fibers are removed by vacuuming. Shedding usually occurs more with wool carpeting than with nylon or other synthetics. With new carpet during the first several months, it might be necessary to replace or empty the bag in your vacuum cleaner more often than usual.

Snags Sharp-edged objects can grab or snag the carpet fiber. When this occurs, cut off the snag. If the snag is especially large, call a professional.

Sprouting occasionally, you may find small tufts of fiber sprouting above the carpet surface. Simply use scissors to cut off the sprout. Do not attempt to pull it, because other fibers will come out in the process.

Stains No carpet is stain-proof. Although your carpet manufacturer designates your carpet as stain-resistant, some substances may still cause permanent staining. These include, but are not limited to, hair dyes, shoe polish, paints, and ink. Some substances destroy or change the color of carpets, including bleaches, acne medications, drain cleaners, plant food, insecticides, and food or beverages with strongly colored natural dyes as found in some brands of soda and tea.

Refer to your care and maintenance brochures for recommended cleaning procedures for your particular fiber. Pretest any spot removal solution in an inconspicuous area before using it in a large area. Apply several drops of the solution, hold a white tissue on the area, and count to ten. Examine both tissue and carpet for dye transfer and check for carpet damage.



Caulking

Time and weather will shrink and dry caulking so that it no longer provides a good seal. As routine maintenance, check the caulking and make needed repairs.

Caulking compounds and dispenser guns are available at home improvement and hardware stores. Read the manufacturer's instructions carefully to be certain that you select an appropriate caulk for the intended purpose.

Colored Caulk Colored caulking is available where larger selections are provided. As with any colored material, dye lots can vary.

Latex Caulk Latex caulking is appropriate for an area that requires painting, such as along the stair stringer or where wood trim meets the wall.

Silicone Caulk Caulking that contains silicone will not accept paint; it works best where water is present, for example, where the tub meets tile or a sink meets a countertop. In areas where stone or tile are installed as a backsplash on countertops or in bath locations, Quartz may install caulk that is colored to match the grout. Grout colored caulk is available at specialty tile stores.

Ceramic Tile (Optional)

Ceramic tile is one of the easiest products to maintain.

The ceramic tile installed on walls or countertops in your home may be washed with any nonabrasive soap, detergent, or tile cleaner. Abrasive cleaners will dull the finish.

Vacuum ceramic floor tile when needed. Occasionally, a wet mopping with warm water may be appropriate. Avoid adding detergent to the water. If you feel a cleaning agent is required, use a mild solution of warm water and dishwasher crystals (they will not result in a heavy, difficult-to-remove lather on the grout). Rinse thoroughly.

Grout Discoloration Clean grout that becomes yellowed or stained with a fiber brush, cleanser, and water. Grout cleaners and whiteners are available at most home improvement and hardware stores.

Sealing Grout Sealing grout is your decision and responsibility. Once the grout has been sealed, it will require periodical maintenance. The Homeowner is responsible for the maintenance of these areas.

Separations Expect slight separations to occur in the grout between tiles. Grout is for decorative purposes only; it does not hold the tile in place. Cracks in the grout can be filled using premixed grout purchased from flooring, home improvement or hardware stores.



Tile around bathtubs or countertops may appear to be pulling up after a time. This is caused by normal shrinkage of grout or caulk and shrinkage of wood members as they dry out. If this occurs, the best remedy is to purchase tub caulk or premixed grout from a home improvement or hardware store. Follow directions on the container. This maintenance is important to protect the underlying surface from water damage.

Concrete Flatwork (Optional)

Avoid washing exterior concrete slabs with cold water from an outside faucet when temperatures are high, and the sun has been shining on the concrete.

The abrupt change in temperature can damage the surface bond of the concrete. We recommend sweeping to keep exterior concrete clean. If washing is necessary, do this when temperatures are moderate. Repeated cleaning of the garage floor by hosing can increase soil movement by allowing water to penetrate any existing cracks. We recommend sweeping to clean the garage floor.

Cracks A concrete slab 10 feet across shrinks approximately 5/8 inch as it cures. Some of this shrinkage shows up as cracks. Cracking of concrete flatwork also results from temperature changes that cause expansion and contraction.

During the summer, moisture finds its way under the concrete along the edges or through cracks in the surface. In winter, this moisture forms frost that can lift the concrete, increasing the cracking. Maintaining drainage away from all concrete slabs will minimize cracking from this cause.

As cracks occur, seal them with a waterproof concrete caulk (available at a hardware or home improvement stores) to prevent moisture from penetrating to the soil beneath.

Expansion Joints We install expansion or control joints to help control the expansion of concrete. However, as the concrete shrinks during the curing process, moisture can penetrate under the concrete and lift the expansion joint. When this occurs, fill the resulting gap with a concrete and silicone sealant or caulk.

Heavy Vehicles Prohibit commercial or other extremely heavy vehicles such as moving vans and other large delivery trucks from pulling onto your driveway. In addition to heavy vehicles, do not allow equipment to drive on or over the concrete during landscaping.

Ice, Snow, and Chemicals Driving or parking on snow creates ice on the drive, which magnifies the effects of snow on the concrete surface. Remove ice and snow from concrete slabs as promptly as possible after snowstorms. Protect concrete from abuse by chemical agents such as pet urine, fertilizers, radiator overflow, repeated housing, or de-icing agents, such as road salt or other chemicals that can drip from vehicles. All of these items can cause spalling or delamination (chipping of the surface) of concrete.



Concrete Sealer A concrete sealer, available at home improvement, hardware, and paint stores, will help you keep an unpainted concrete floor clean. Do not use soap on unpainted concrete. Instead, use plain water and washing soda or, if necessary, a scouring powder.

Color Variations Due to the concrete mix, concrete slabs will vary in color and appearance, especially in replaced sections

Concrete Installed By Homeowner The Homeowner assumes full responsibility for any concrete installed after the original closing date for the home. This includes testing to make sure that soil is properly compacted and that the installed concrete does not have a negative impact on the original drainage established for the home. Quartz will not for any reason, repair or replace, concrete installed after the original closing date.

Settling or Heaving Exterior concrete that settles or heaves more than 2 inches or if such movement results in negative drainage (toward the house) or hazardous vertical displacement should be repaired immediately.

Spalling/Delamination (Surface Chips) Causes of spalling/delamination include repeated hosing of concrete for cleaning, pet urine, radiator overflow, fertilizer, uncleared snow and ice, icemelting agents, and road salts and other chemicals from vehicles. Due to the effects of weather that are outside of our control, surface spalling/delamination is normal wear and tear.

Condensation The energy-efficient homes being built today are constructed to be more airtight in comparison to homes built even 10 years ago. While they seal in the heat in the winter and cooling in the summer, they also seal in too much moisture-laden air.

When warm, moist interior air comes into contact with cooler surfaces (doors & windows, the moisture condenses. Outside we see this as dew; inside you may see it as a layer of moisture on glass windows and doors. Condensation comes from high humidity within the home combined with low outside temperatures. Condensation forming on windows does not reflect a problem with the window or the window installation. Condensation forming on windows indicates that you have too much humidity inside the home. When this condition occurs, you need to decrease the amount of humidity in the home.

As you live in your home, your daily lifestyle contributes to the moisture in the air. Cooking, laundry, baths and showers, aquariums, plants, and so on all add water to the air in your home. Likewise, your daily routine can mitigate the amount of moisture in your home and reduce condensation on interior surfaces.

Avoid setting your thermostat at extreme temperatures. Heating your home will cause the materials to dry out faster, generating more moisture into the air; drying the materials out too fast also increases shrinkage cracks and separations.



Develop the habit of using exhaust fans in bathrooms and over the stove. When weather conditions permit, open windows so fresh air can circulate through your home. Keep the dryer exhaust hose clean and securely connected. See the section on Ventilation for additional information.

Laminate Countertops

Always use a cutting board to protect your counters (this also applies to natural and man-made stone countertops) when you cut, chop, or prepare food.

Protect the countertop from heat and from extremely hot pans. If you cannot put your hand on it, do not put it on the countertop. Do not use countertops as ironing boards and do not set lit cigarettes on the edge of the counter.

The caulking between the countertop and the wall, along the joint at the backsplash (the section of counter that extends a few inches up the wall along the counter area), and around the sink may shrink, leaving a slight gap. Maintaining a good seal in these locations is important to keep moisture from reaching the wood under the tops and to prevent warping.

Avoid abrasive cleaners that will damage the luster of the surface unless an abrasive cleaner is recommended by the manufacturer. Rubber drain mats can trap moisture beneath them, causing the laminated countertops to warp and blister. Dry the surface as needed.

Wax is not necessary, but it can be used to make counters gleam. See also Ceramic Tile.

Separation of countertops from walls, backsplash, and around sinks results from the normal shrinkage of materials. Subsequent caulking will be the Homeowners responsibility.

Crawl Space

You may notice slight dampness in the crawl space. Landscaping that is correctly installed helps prevent excessive amounts of water from entering crawl spaces.

Doors and Locks

The doors installed in your home are wood products and are subject to natural characteristics of wood such as shrinkage and warpage.

Natural fluctuations caused by humidity and the use of forced air furnaces, showers, and dishwashers, interior doors may occasionally require minor adjustments.

Interior bifold doors sometimes stick or warp because of weather conditions. Apply a silicone lubricant to the tracks to minimize this inconvenience.



If a door will not latch because of minor settling, you can correct this by making a new opening in the jamb for the latch plate (remortising) and/or raising or lowering (adjusting) the plate accordingly.

You can remedy a squeaky door hinge by removing the hinge pin and applying a silicone lubricant to it. Avoid using oil, as it can gum up or attract dirt. Graphite works well as a lubricant but can create a gray smudge on the door or floor covering beneath the hinge if too much is applied. (Helpful Hint: Remove the pin from the hinge, take a lead pencil and color the pin then reinsert the pin in the hinge. Graphite from the lead will lubricate the hinge without the potential to drip onto the flooring).

Lubricate door locks with graphite or other waterproof lubricants. Avoid oil, as it will gum up the locks.

Use putty, filler, or latex caulk to fill any minor separations that develop at mitered joints indoor trim. Follow with painting. Panels of wood doors shrink and expand in response to changes in temperature and humidity. Touching up the paint or stain on unfinished exposed areas is Homeowner maintenance. Because of the normal settling of the home, doors may require adjustment for proper fit.

Slamming doors can damage both doors and jambs and can even cause cracking in walls. Teach children not to hang on the doorknob and swing back and forth; this works loose the hardware and causes the door to sag.

The most common cause of a sticking door is the natural expansion of lumber caused by changes in humidity. When sticking is caused by swelling during a damp season, do not plane the door unless it continues to stick after the weather changes. Before planning a door because of sticking, try two other steps: first, apply either paste wax, a light coat of paraffin, or candle wax to the sticking surface; or second, tighten the screws that hold the door jamb or door frame. If planning is necessary, use sandpaper to smooth the door and paint the sanded area to seal against moisture.

If a door warps slightly, keeping it closed as much as possible often returns it to normal.

Weatherstripping and exterior door thresholds occasionally require adjustment or replacement.

Drywall

During the life of your home, minor cracking, nail pops, or seams may become visible in the walls and ceilings. These are caused by the shrinkage of the wood and normal deflection of rafters and wood studs to which the drywall is attached. This is not a result of structural deficiencies.

Drywall repair is your maintenance responsibility. Repair hairline cracks with a coat of paint. You can repair slightly larger cracks with spackle or caulk. To correct a nail pop, reset the nail with a



hammer and punch. Cover it with spackle, which is available at paint, home improvement, and hardware stores. Apply two or three thin coats. When dry, sand the surface with fine-grain sandpaper, and then paint. You can fill indentations caused by sharp objects in the same manner.

Ceilings

The ceilings in your home are easy to maintain; periodically remove dust or cobwebs as part of your normal cleaning and repaint as needed.

Electrical System

Make sure that you know the location of the main electrical box. It includes the main shut-off that controls all the electrical power to the home.

Individual breakers control the separate circuits. Each breaker is marked to help you identify which breaker is connected to which major appliances, outlets, or other services. Should a failure occur in any part of your home, always check the breakers in the main panel box before calling an electrician.

Breakers Circuit breakers have three positions: on, off, and tripped. When a circuit breaker trips, it must first be turned off before it can be turned on. Switching the breaker directly from tripped to on will not restore service.

Breakers Tripping Breakers trip because of overloads, usually caused by plugging too many appliances into the circuit, a worn cord or defective appliance, or operating an appliance with too high a voltage requirement for the circuit, starting an electric motor, or other reasons.

If any circuit trips repeatedly, unplug all items connected to it and reset. If it trips when nothing is connected to it, you need an electrician. If the circuit remains on, one of the items you unplugged is defective and will require repair or replacement.

Carbon Monoxide Alarms & Smoke Detectors Read the manufacturer's manual for detailed information on the care of your carbon monoxide alarm and smoke detectors.

If a carbon monoxide alarm or smoke detector makes a chirping sound, this is a sign that the battery needs to be replaced. Follow manufacturer instructions for installing a new battery. Most carbon monoxide alarms, and smoke detectors use a 9-volt battery.

For your safety, clean each carbon monoxide alarm and smoke detector periodically to prevent a false alarm or lack of response in a fire. After cleaning, push the test button to confirm the alarm is working. (Helpful Hint: Use a can of air to blow out the smoke detector where dust may have accumulated).

Carbon monoxide alarms and smoke detectors are installed in accordance with building codes, which dictate locations. cannot omit any carbon monoxide alarm or smoke detector and you



should not remove or disable any smoke detector. does not represent that Carbon Monoxide Alarms or Smoke Detectors will provide the protection for which they are installed or intended.

Fixture and Outlet Locations The factory installed light fixtures and outlets in general locations indicated on the plans and may vary from locations shown in models and similar plans. Moving fixtures and outlets to accommodate specific furniture arrangements or room use is your responsibility.

GFCI (Ground-Fault Circuit-Interrupters) GFCI receptacles have a built-in element that senses fluctuations in power. Quite simply, the GFCI is a circuit breaker. Building codes require installation of these receptacles in bathrooms, the kitchen, outside, and the garage (areas where an individual can come into contact with water while holding an electric appliance or tool). Heavy appliances such as freezers or power tools will trip the GFCI breaker.

Each GFCI circuit has a test and reset button. Once each month, press the test button. This will trip the circuit. To return service, press the reset button. If a GFCI breaker trips during normal use, it may indicate a faulty appliance and you will need to investigate the problem. One GFCI breaker can control multiple outlets. Caution: Never plug a refrigerator or food freezer into a GFCI-controlled outlet. The likelihood of the contents being ruined is high. is not responsible for food spoilage that results from the plugging of refrigerators or freezers into a GFCI outlet.

Grounded System Your electrical system is a three-wire grounded system. Never remove the bare wire that connects to the box or device. If appliances are provided with a factory-installed ground NEVER REMOVE THIS.

Light Bulbs You are responsible for replacing burned-out bulbs; will replace light bulbs that are listed on the Final Walkthrough/Orientation Form.

Outlets If an outlet is not working, check first to see if it is controlled by a wall switch or GFCI. Next, check the breaker. Due to a recent Federal Statute, your home will have tamperproof (Childproof) outlets installed in various locations throughout the home.

These locations are determined by the Statue. cannot install non-conforming outlets in these areas.

If there are small children in the home, you may want to install safety plugs on the non-tamper proof outlets. Please instruct children to never touch or insert any objects into electrical outlets, sockets, or fixtures.

Underground Cables Before digging anywhere in your yard, you are required to call and order locates for your yard. Maintain positive drainage around the foundation to protect electrical service connections.



TROUBLESHOOTING TIPS: NO ELECTRICAL SERVICE

If you have no electrical service anywhere in the Home, before calling for service, check to confirm that the:

- Service is not out in the entire area. If so, contact the utility company.
- Main breaker and individual breakers are all in the on position.

If you have no electrical service anywhere in the Home, before calling for service, check to confirm that:

- Main breaker and individual breakers are all in the on position.
- The applicable wall switch is on
- GFCI is set (see details on GFCIs, earlier in this section)
- The item you want to use is plugged in
- The item you want to use works in other outlets
- Bulb in the lamp is good

Even if the troubleshooting tips do not identify a solution, the information you gather will be useful to the service provider you call.

Power Surge Power surges are the result of local conditions beyond the control of Quartz and are excluded from coverage under our service agreement. These can result in burned-out bulbs or damage to sensitive electronic equipment such as TVs, alarm systems, and computers. Damage resulting from lightning strikes is excluded from this coverage. It is suggested to use surge protection.

Expansion and Contraction

Changes in temperature and humidity cause all building materials to expand and contract.

Dissimilar materials expand or contract at different rates. This movement results in a separation between materials, particularly dissimilar ones. You will see the effects in small cracks in drywall and in paint, especially where moldings meet drywall, at mitered corners, and where tile grout meets tub or sink. While this can alarm an uninformed homeowner, it is normal.

Shrinkage of the wood members of your home is inevitable and occurs in every new home. Although this is most noticeable during the first year, it may continue beyond that time. In most cases, caulk and paint are all that you need to conceal this minor evidence of a natural phenomenon. Even though properly installed, caulking shrinks and cracks. Maintenance of caulking is your responsibility.

Fencing (when purchased with the home)

Drainage In planning, installing, and maintaining fencing, allow existing drainage patterns to function unimpeded. When installing a fence, use caution in distributing soil removed to set



posts to avoid blocking drainage swales. Plan enough space under the bottom of a wood fence for water to pass through.

Homeowner Association If you choose to add fencing after moving into your new home, keep in mind the need to obtain approval from your Homeowners Association.

Installation of Fencing Quartz recommends that you engage the services of professionals to install your fence. Be certain to inform a fence installer of all design review requirements and provide them with the location of your property lines.

Fixtures (Electrical & Plumbing)

The manufacturer typically treats fixtures with a clear protective coating, electrostatically applied, to provide beauty and durability. This coating is not impervious to wear and tear.

Atmospheric conditions, sunlight, caustic agents such as paints, and scratches from sharp objects can cause the protective coating to crack or peel and result in spotting and discoloration.

Initial care of these products requires only periodic cleaning with a mild, nonabrasive soap and buffing with a soft cloth. Again, it is very likely that your fixtures have a coating on top of base metal. Water having a high mineral content is corrosive to any metal—coated or solid.

When peeling, spotting, or discoloration occurs, you can sometimes restore the beauty of the metal by completely removing the remaining coating and hand-polishing the item with a suitable polish. Applying a light coat of wax and buffing with a soft cloth helps maintain the gloss.

Like sterling silver, metals will gradually tarnish and eventually take on an antique appearance.

Foundation

The walls of the foundation are poured concrete with steel reinforcing rods. To protect your home's foundation, you should follow the guidelines for installation and maintenance of landscaping and drainage in this manual and in Special Publication 43, "A Guide To Swelling Soils For Colorado Homebuyers And Homeowners."

Even though an engineer designed the foundation and we constructed it according to engineering requirements, surface cracks can still develop in the wall. Surface cracks are not detrimental to the structural integrity of your home. Due to the amount of water in concrete, basements may be damp. Condensation can form on water lines in unfinished basements and drip.

Slight cosmetic imperfections in foundation walls, such as a visible seam where two pours meet or slight honeycombing are possible and normal. No repair is required unless they permit water to enter.



Cracks due to expansion or settlement are common and normal in foundation walls and does not need repair, especially at the corners of the walls.

Garage Overhead Door (If applicable)

Since the garage door is a large, moving object, periodic maintenance is necessary.

Light Visible and Rain/Snow Entry Garage overhead doors cannot be airtight. Some light will be visible around the edges and across the top of the door. Weather conditions may result in some precipitation entering around the door as well as some dust especially until most homes in the community have landscaping installed. Light and blowing snow or rain entering the garage door is the homeowner's responsibility to correct.

Lubrication Every 6 months, apply a lubricant such as silicone spray to all moving parts: track, metal rollers (do not lubricate vinyl rollers), hinges, pulleys, and springs. Avoid over lubricating to prevent drips on vehicles or the concrete floor. At the same time, check to see that all hardware is tight and operating as intended without binding or scraping. If the lock becomes stiff, apply a silicone or graphite lubricant. Do not use oil on a lock, as it will stiffen in winter and make the lock difficult to operate.

Garage Door Openers To prevent damage to a garage door opener, be sure the door is completely unlocked and the rope-pull has been removed before using the operator. If you have an opener installed after closing on your home, we suggest that you order it from the company that provided and installed the garage door to assure uninterrupted warranty coverage. The owner is responsible for repairing damages associated with the installation of a door opener. Be familiar with the steps for manual operation of the door in the event of a power failure.

Follow the manufacturer's instructions for safe and reliable operation. Do not allow anyone except the operator near the door when it is in motion. Keep hands and fingers away from all parts of the door except the handle. Do not allow children to play with or around the door.

For your safety, have any needed adjustments made by a qualified specialist on an annual basis. The door springs and cables are under a considerable amount of tension and require special tools and knowledge for accurate and safe servicing. Have the door inspected by a professional garage door technician after any significant impact to the door. The garage door may sag slightly due to its weight and span even under normal conditions.

Grading and Drainage

Site drainage is limited to the immediate grades and swales (within 5 to 10 ft. of the foundation, depending on the setback) affecting the structure.

It is normal for the site to receive water from and/or pass water on to other sites. No standing or ponding water should remain in the immediate area of the Residence longer than twenty-four (24) hours after a rain except in swales where water should not stand longer than (72) hours.



If Homeowner makes changes in grading or drainage, has installed landscaping improperly, or failed to perform required maintenance to maintain the proper drainage may cause damage to occur. Repair or correction is the homeowner's responsibility.

Exterior Landscape Materials Maintain soil levels at least 6 inches below the siding, stucco, brick, or other exterior finish materials. Contact with the soil can cause deterioration of the exterior finish material and encourages pest infestations. Do not remove the splash blocks or downspout extensions from under the downspouts. Keep in place at all times and make sure they are sloped so the water drains away from your home quickly.

The area we excavated for your home's foundation and utilities was larger than the actual size of the home and utilities installed. Although we replaced and compacted the soil, it does not return to its original density. Some settling will occur, especially after prolonged or heavy rainfall or melting of large amounts of snow. Settling can continue for several years. Inspect the perimeter of your home regularly for signs of settling and repair as needed to maintain the established final grade.

Subsurface Drains Subsurface drains ensure that water drains from a yard adequately. It is the homeowner's responsibility to keep this area and especially the drain cover clear of debris so that the drain can function as intended and ensure no damage occurs.

Maintaining drainage patterns is the responsibility of the Homeowner. If You alter the drainage pattern after closing, or if changes in drainage occur due to lack of maintenance, especially on un-landscaped lots or yards, the homeowner is responsible for correction and any damages that may occur.

New sod installation and the extra watering that accompanies it can cause temporary minor drainage problems. If the watering causes any severe problem, please make the appropriate repairs. Damage that occurs to the yard or home that is the result of the installation or watering of new sod is the homeowner's responsibility.

Settlement Backfilled or excavated areas around the foundation and utility trenches should not interfere with the drainage away from your home. If these areas settle more than four (4) inches during the first year.

Water Features While they may be calming and attractive, water features that are not properly installed can induce large amounts of water into the foundation zone for the residence. Water Features are not to be installed within (10) feet of the foundation. The homeowner is responsible for any damage that improper installation can cause.



Gutters and Downspouts

It is the Homeowners responsibility to check gutters periodically. Materials or debris that accumulate in gutters can slow water drainage from the roof causing overflows, freezing, and clogging of the downspouts.

Extensions should discharge outside of rock or bark beds so that water is not dammed behind the landscape edging material.

Snow and Ice It is important to remove any snow piles from around your home. Ice build-up may develop in gutters and downspouts during extended periods of cold as the snow melts off the roof. In addition to ice build-up in gutters and downspouts, it is not uncommon for ice to form on walkways as a result of the overflow from gutters and downspouts. The Homeowner is responsible for the removal of any ice that may build up or accumulate during these periods. Since it is the Homeowner's responsibility to remove any ice that may accumulate on the walkway, Quartz is not responsible for any incidents that may occur as a result of the Homeowners' failure to remove the ice.

Overflow Gutters may overflow during periods of excessively heavy rain. This is expected and requires no repair. However, this may be a sign that your gutters are clogged with debris. Periodically check for obstructions

Small amounts of water (up to one inch) will stand for short periods of time in gutters immediately after rain. No correction is required for these conditions.

Hardware

Doorknobs and locks should operate correctly with little attention. Over time, they may need slight adjustments due to normal shrinkage of the framing. Occasionally, you may need to tighten screws or lubricate hinges and locks.

Landscaping

Unless installed by the installation, and maintenance of landscaping is the Homeowner's responsibility.

In planning your landscaping, think of proportion, texture, color, mature size, maintenance needs, soft and hard surfaces, lighting, fencing, edging, and water requirements. A beautiful patio/garden area requires considerable planning and regular attention. We construct the foundation of your home beginning with an excavation into the earth. When the foundation walls are complete, the area surrounding them is backfilled. The soil in this area is not as compact as undisturbed ground. Water can penetrate through the backfill area to the lower areas of your foundation. This can cause potentially severe problems such as wet basements, cracks in foundation walls, and floor slab movement. Avoid this through the proper installation of landscaping and good maintenance of drainage so that water drains away from the foundation.



Erosion Until your yard is established and stable, erosion will be a potential concern. Heavy rains or roof runoff can erode the soil. The sooner the grade is restored to its original condition, the less damage will occur. Erosion is of special concern in drainage swales. If swales become filled with soil runoff, they may not drain the rest of the yard, causing further problems. Correcting erosion is your responsibility. You may need to protect newly planted seed with erosion matting or reseed to establish grass in swales. It can take several years to fully establish your lawn in such challenging areas.

Do not install sprinkler heads within 5 feet of your home's foundation. Sprinklers and other irrigation devices should not deposit moisture within 5 feet of your foundation. Plants installed within 5 feet of the foundation should be of a type that requires only minimal hand watering.

Landscape Contractors You are responsible for changes to the drainage pattern made by any landscape, concrete or other contractors that you hire. Discuss drainage with any company you hire to do an installation in your yard. We also recommend that you only hire local companies that are members in good standing with The Better Business Bureau.

Landscaping Edging Do not install edging around the decorative rock or bark beds that obstruct the free flow of water away from the home.

Plant Selection Install plants that are suitable for the local climate. Favor native over exotic species. Consider the ultimate size, shape, and growth of the species.

Depending on the community selected, you may need to obtain approval from the Homeowners Association before designing, installing, or changing the landscaping for your home.

Sod Newly placed sod requires extra water for several weeks. Water in the cool part of the day (ideally just before sunrise) at regular intervals for the first three weeks. Be aware that new sod and the extra watering it requires can sometimes create drainage concerns (in your yard or your neighbor's) that will disappear when the yard is established and requires normal watering.

Sprinkler System The Homeowner is responsible for routine cleaning, adjusting, and repairing sprinkler heads as well as shutting the System down in the fall. Failure to drain the system before freezing temperatures occur can result in broken lines.

Automatic timers permit watering at optimum times whether you are at home, away, awake, or asleep. The amount of water provided to each zone can be accurately and consistently controlled and easily adjusted with a timed system.

Trees Quartz values trees as one of the features that make an attractive community. Trees also add value to the homes we build. We take steps to protect and preserve existing trees in the area of your home. Despite our efforts, existing trees located on construction sites can suffer damage from construction activities, which manifest months after the completion of construction.



Damage to existing trees can be caused by such things as compaction of soil in the root zone, changing patterns of water flow on the lot, disturbing the root system, and removing other trees to make room for the home. The newly exposed tree may react to conditions it is unaccustomed to. Caring for existing trees, including pruning dead branches or removing these trees altogether is the Homeowners responsibility.

It is the responsibility of the Homeowner to water trees during the summer or during warm dry periods in the winter and to mulch and avoid tilling or planting flower beds around trees. This is especially important while trees are recovering from the construction process.

Utility Line Trenches A slight depression may develop in the front lawn along the line of the utility trench. To correct this, roll back the sod, spread topsoil underneath to level the area, and then relay the sod. Before any significant digging, check the location of buried service leads by calling the local utility locating service. In most cases, wires and pipes run in a straight line from the main service to the public supply. All digging will be the responsibility of the Homeowner.

Mirrors

To clean your mirrors use any reliable liquid glass cleaner or polisher available at most hardware or grocery stores. Avoid acidic cleaners and splashing water under the mirror; either can cause the silvering to deteriorate. Acidic cleaners are usually those that contain ammonia or vinegar. Avoid getting glass cleaners on plumbing fixtures as some formulas can deteriorate the finish.

Mold

IMPORTANT INFORMATION YOU SHOULD KNOW ABOUT MOLD. Mold is a type of fungus that spreads through the air in microscopic spores. Mold occurs naturally and is found everywhere that life can be supported.

Over 100,000 species of Mold exist in the world and 1000 of these are found in the U.S. In order to grow, mold requires food, air, water, and a temperature between 40 and 100 degrees Fahrenheit. While not all molds are harmful, the growth of mold within a home is inappropriate and can potentially cause serious side effects, such as allergic reactions and infections, for the occupants in addition to damaging the material on which it grows. Experts are studying whether more serious side effects are possible. At this point, no agency has been able to set guidelines on how much exposure is harmful because each individual reacts to mold differently.

Designing or building homes that exclude mold spores is impossible. If conditions are right, mold will grow in your home. Items commonly found in all homes--such as wood, carpet, drywall, fabric, and insulation, to name a few, can supply a food source.

Likewise, air and temperature in most homes supply the needs of mold spores. If moisture is present and remains on a mold food source, mold can develop within 24 to 48 hours.

Moisture is the only mold growth factor that can be controlled in a home. By minimizing moisture, you reduce or eliminate mold growth. Moisture in your home comes from many



sources. The activities of daily living, spills, leaks, overflows, condensation, and high climatic humidity are examples. Good housekeeping and maintenance are essential in your efforts to prevent or eliminate mold growth.

Caulking Maintain all caulking around areas such as windows, doors, sinks, tubs, & showers.

Cleaning Mold grows well on dust and dirt. Therefore, vacuum and dust regularly. Clean or replace furnace and humidifier filters in accordance with the manufacturer's recommendations. Keep weep holes for brick and on windows clear. Most bath tile cleaning products contain chemicals that remove and help protect against mold growth. Wipe up any spills immediately.

Condensation Condensation on surfaces inside your home is a sign of high humidity. If you notice condensation, wipe it up and take steps to reduce the humidity level in your home.

Inspections Check your home regularly for signs of water intrusion. These might include a musty odor, staining, or actual standing moisture. Remember to check inside cabinets under all sinks and behind toilets as well as in seldom used closets. If applicable, confirm your sump pump functions correctly. Check weather stripping, caulking, grout, weep holes, and so on. Check the refrigerator pan, air conditioning condensate line, coils, and condenser pan for signs of mold growth.

Landscaping and Drainage Maintain positive drainage around your home. Avoid changes to the grade or exterior additions that interfere with drainage away from the home; this includes edging or borders that dam water near the home. Regularly inspect any sprinkler system for the correct function. Adjust sprinkler heads to avoid spraying the home and correct any leaks immediately. Keep splash blocks or downspout extensions in place to channel roof water away from your home. Clean gutters as needed to prevent overflow.

Leaks Failure to report leaks promptly increases your risk and responsibility for repairs.

Purchases or Stored Items Carefully inspect items you bring into your home such as boxes that have been in storage or new house plants for any sign of mold, including musty odors.

Tile Grout Inspect and maintain grout as a seal to keep moisture from reaching the wall behind the tile.

Valves – Water Shut Offs Be familiar with the shut-off valves for all water supply lines in your home. In the event of a leak, immediately shut off the water at the appropriate valve to minimize the amount of water that is released. Clean up the water immediately.

Ventilation Your daily habits can help keep your home well ventilated:

Do not cover or interfere in any way with the fresh air supply to your furnace.



- Develop the habit of running the hood fan when you are cooking.
- Turn bath fans on when bathrooms are in use.
- Connect your clothes dryer exhaust to the vent pipe. Clean the exhaust tube as needed to keep it clear and functioning efficiently.
- Air your house by opening windows for a time when weather permits.

Weather Stripping Weatherstripping on doors may need occasional adjustment to prevent moisture from getting in around the door as well as to reduce air infiltration.

Paint and Stain

Because of changes in the formulas for paint (such as the elimination of lead to make paints safer), painted surfaces must be washed gently using mild soap and as little water as possible.

Avoid abrasive cleaners, scouring pads, or scrub brushes. Flat paints show washing marks more easily than gloss paints do. Often better results come from touching up rather than washing the paint.

Colors Your selection sheets are your record of the paint and stain color names, numbers, and brands in your home. Exterior Paint

Due to weather conditions, the fading of exterior paint is to be expected. The degree of fading is dependent upon climatic conditions and the shade of the paint or stain. The fading of paint, varnish, lacquer, or sealed stain on exterior surfaces will deteriorate rapidly and are the homeowner's responsibility to repair and maintain.

Severe Weather Hail and wind can cause a great deal of damage in a severe storm, so inspect the house after such weather. Promptly report damage caused by severe weather to your homeowner's insurance.

Stain For minor interior stain touch-ups, a furniture-polish-and-stain treatment is inexpensive, easy to use, and will blend in with the wood grain. Follow the directions on the bottle. (Helpful Hint: A Q-tip may be used to touch up small scratches and smudges).

Touch-Up When doing paint touch-ups, use a small brush, applying paint only to the damaged spot. Touch-up may not match the surrounding area exactly, even if the same paint mix is used. When it is time to repaint a room, prepare the wall surfaces first by cleaning with a mild soap and water mixture or a reliable cleaning product. You are responsible for all touch-up of exterior and interior paint.

Cracking As it ages, exterior wood trim will develop minor cracks and raised grain. Much of this will occur during the first year. Raised grain permits moisture to get under the paint and can result in peeling. This is not a defect in materials or workmanship.

Paint maintenance of wood trim and gutters is the Homeowners responsibility.



Paint Touch-Ups Will be Visible Paint touch-up is visible under certain lighting conditions and is the homeowner's responsibility.

Wood Grain Because of wood characteristics, color variations will result when the stain is applied to wood. This is natural and requires no repair. Today's water-based paints often make wood grain visible on painted trim. Variations in colors due to wood grain are normal.

Pests and Wildlife

Insects such as ants, spiders, wasps, and bees, and animal life such as woodpeckers, squirrels, mice, and snakes, may fail to recognize that your home belongs to you. Addressing concerns involving these pests are the Homeowners responsibility. Informational resources include, among others, the state wildlife service, animal control authorities, the county extension service, pest control professionals, Internet, and public library. Entrance into the home and damage caused by Pests and Wildlife is the homeowner's responsibility.

Phone Jacks

(If applicable) Initiating phone service, additions to phone service, and moving phone jacks for decorating purposes or convenience are your responsibility.

Plumbing

Your home plumbing system has many parts, most of which require maintenance and proper cleaning, maintenance and cleaning will assure many years of good service from this system.

Aerators Even though your plumbing lines have been flushed to remove dirt and foreign matter, small amounts of minerals may enter the line. Aerators on the faucets strain much of this from your water. Minerals caught in these aerators may cause the faucets to drip because washers wear more rapidly when they come in contact with foreign matter. (Note: Remove the screen and wash out to maintain the aerators).

Cleaning Follow manufacturer's directions for cleaning fixtures. Avoid abrasive cleansers. They remove the shiny finish and leave behind a porous surface that is difficult to keep clean. Clean plumbing fixtures with a soft sponge and soapy water (a nonabrasive cleaner or a liquid detergent is usually recommended by manufacturers). Then polish the fixtures with a dry cloth to prevent water spots. Care for brass fixtures with a good-quality brass cleaner, available at most home improvement and hardware stores.

Clogs The main causes of toilet clogs are domestic items such as disposable diapers, excessive amounts of toilet paper, sanitary supplies, Q-tips, dental floss, personal hygiene products, and children's toys.

Improper garbage disposal use also causes many plumbing clogs. Always use plenty of cold water when running the disposal. This recommendation also applies to grease; supplied with a steady



flow of cold water, the grease congeals and is cut by the blades. If you use hot water, the grease remains a liquid, then cools and solidifies in the sewer line. Allow the water to run 10 to 15 seconds after shutting off the disposal. (Helpful Hint: A small number of ice cubes used in the disposal will sharpen and clean the blades).

You can usually clear clogged traps with a plumber's helper (plunger). If you use chemical agents, follow the directions carefully to avoid personal injury or damage to the fixtures.

Dripping Faucet You can repair a dripping faucet by shutting off the water at the valve directly under the sink, then remove the faucet stem, changing the washer or insert, and reinstalling the faucet stem. The showerhead is repaired the same way. Replace the washer or insert with another of the same type and size. You can minimize the frequency of this repair by remembering not to turn faucets off with excessive force. (Please note that some manufacturers do not use rubber washers). On faucets with pull out sprayers, it is possible for the sprayer connection at the base of the faucet to come loose due to the pulling out of the sprayer. Please periodically check this connection and tighten as needed.

Extended Absence If you plan to be away for an extended period, you should drain your water supply lines. To do this, shut off the main supply line and open the faucets to relieve pressure in the lines. You may also wish to shut off the water heater. Do this by turning off the cold water supply valve on top and the gas control at the bottom. Drain the tank by running a hose from the tank drain on the bottom of the water heater to the basement floor drain. If you leave the tank full, keep the pilot on and set the temperature to its lowest or "vacation" setting. Check the manufacturer's directions for additional hints and instructions.

Fiberglass Fixtures For normal cleaning use a nonabrasive bathroom cleaner and sponge or nylon cleaning pad. Avoid steel wool, scrapers, and scouring pads. Auto wax can provide shine and restore an attractive appearance.

Freezing Pipes Provided the home is heated at a normal level, pipes should not freeze at temperatures above 0 degrees Fahrenheit. If you are away during the winter months, set the heat at a minimum of 62 degrees Fahrenheit, higher when the temperature drops below 0 degrees Fahrenheit. Keep garage doors closed to protect plumbing lines running through this area from freezing temperatures.

In unusually frigid weather, or if you will be gone more than a day or two, open cabinet doors to allow warmer air to circulate around pipes. Use an ordinary hairdryer to thaw pipes that are frozen. Never use an open flame.

Gold or Brass Finish Avoid using any abrasive cleaners on gold or antique brass fixtures. Use only mild detergent and water or a cleaning product recommended by the manufacturer.



Leaks If a major plumbing leak occurs, the first step is to turn off the supply of water to the area involved. This may mean shutting off the water to the entire home.

Low Flush Toilets We want to draw your attention to a water-saving regulation that went into effect in 1993, which prohibits the manufacture of toilets that use more than 1.6 gallons of water per flush. In the search for a balance among comfort, convenience, and sensible use of natural resources, the government conducted several studies. The 1.6-gallon toilet turned out to be the size that overall consistently saves water.

As a result of implementing this standard, flushing twice is occasionally necessary to completely empty the toilet bowl. Even though you flush twice on occasion, rest assured that overall you are saving water. Similarly, flow restrictors are manufactured into most faucets and showerheads and cannot be removed. We apologize for any inconvenience this may cause.

Low Water Pressure Occasional cleaning of the aerators on your faucets (normally every three to four months) will allow the proper flow of water. The water department controls the overall water pressure.

Main Shut-Off The water supply to your home can be shut-off entirely in two locations. The first is at the street and the second is at the meter.

Marble or Manufactured Marble Marble and manufactured marble will not chip as readily as porcelain enamel but can be damaged by a sharp blow. Avoid abrasive cleansers or razor blades on manufactured marble; both damage the surface. Always mix hot and cold water at manufactured marble sinks; running only hot water can damage the sink. This also applies to Corian and Corian type products.

Outside Faucets Outside faucets (sill cocks) are freeze-proof, but in order for this feature to be effective, you must remove hoses during cold weather, even if the faucet is located in your garage. If a hose is left attached, the water that remains in the hose can freeze and expand back into the pipe, causing a break in the line. The repair of a broken line that connects to an exterior faucet is the Homeowners responsibility. It is the homeowner's responsibility to repair or replace exterior faucets or repair any consequential damage.

Porcelain You can damage porcelain enamel with a sharp blow from a heavy object or by scratching. Do not stand in the bathtub wearing shoes unless you have placed a protective layer of newspaper over the bottom of the tub. If you splatter paint onto the porcelain enamel surfaces during redecorating, wipe it up immediately. If a spot dries before you notice it, use a solvent recommended for this specific situation.

Running Toilet To stop the running water, check the shut-off float in the tank. You will most likely find it has lifted too high in the tank, preventing the valve from shutting off completely. In this case, gently bend the float rod down until it stops the water at the correct level. The float should



be free and not rub the side of the tank or any other parts. Also, check the chain on the flush handle. If it is too tight, it will prevent the rubber stopper at the bottom of the tank from sealing, resulting in running water.

Shut-Offs Your main water shut-off or shut-offs are located in the crawl space near the water meter. You use this shut-off for major water emergencies or to completely shut down the water supply to the home. Each toilet has a shut-off on the water line under the tank. Hot and cold shut-offs for each sink are on the water lines under the sink or for PEX Systems, in the mechanical room.

Stainless Steel Clean stainless steel sinks with soap and water to preserve their luster. Avoid using abrasive cleaners or steel wool pads; these will damage the finish. Prevent bleach from coming into prolonged contact with the sink as it can pit the surface. Occasional cleaning with a good stainless steel cleaner will enhance the finish. Rub in the direction of the polish or grain lines and dry the sink to prevent water spots.

Avoid leaving produce on a stainless steel surface, since prolonged contact with produce can stain the finish. Also, avoid using the sink as a cutting board; sharp knives will gouge the finish.

Local water conditions affect the appearance of stainless steel. A white film can develop on the sink if you have over-softened water or water with a high concentration of minerals. In hard water areas, a brown surface stain that looks like rust can form.

TROUBLESHOOTING TIPS: PLUMBING

No Water Anywhere in the Home

Before calling for service, check to confirm that the:

- Main shut off on the meter inside your home is open.
- Main shut off at the street is open.
- Individual shut-off for each water-using item is open.

No Hot Water - See Water Heater

Leak Involving One Sink, Tub, or Toilet

- Check caulking and grout.
- Confirm shower door or tub enclosure was properly closed.
- Turn the water supply off to that item.
- Use other facilities in your home and report the problem to during normal business hours during the service agreement period.

Leak Involving the Main Line



• Turn the water off at the meter in your home and call during the service agreement period immediately for service.

Back-Up at One Toilet If only one toilet is affected, corrections occur during normal business hours.

- Shut off the water supply to the toilet involved.
- Use a plunger to clear the blockage.
- Use a snake to clear the blockage. If you've been in your home fewer than 30 days, contactQuartz.

Sewer Back-Up Affecting Entire Home Contact a rooter service. Remove personal belongings to a safe location. If items are soiled, contact your homeowner insurance company. Even if the troubleshooting tips do not identify a solution, the information you gather will be useful to the service provider you call.

Freezing Pipes Provided the home is heated at a normal level, pipes should not freeze. Keep garage doors closed to protect plumbing lines that run through this area. it is the homeowner's responsibility to protect pipes from freezing or breaking.

Noise & Temperature Variations Changes in temperature or the flow of the water itself will cause some noise in the pipes. This is normal and requires no repair. Expect temperatures to vary if the water is used in more than one location in the home at the exact same time.

Cleaning agents that stay in the toilet such as Tidy Bowl or other colored cleaning agents can cause premature failure of the wax seal and plumbing gaskets in the toilet, failures that are the result of the use of these products are the homeowner's responsibility.

Railings

Stained, painted or wrought iron railings in your home require little maintenance beyond occasional dusting or polishing.

Protect railings from sharp objects or moisture. Cover them during move-in so large pieces of furniture do not cause dents or scratches. Due to wood grain, stained and or painted railings will have variations in the color of the stain. Some railings will have seams. This is due to combining several components to complete the railing.

Resilient Flooring/Linoleum/Vinyl Flooring

Although resilient floors are designed for minimum care, they do have maintenance needs.

Follow the manufacturer's specific recommendations for care and cleaning. Some resilient floors require regular application of an approved floor finish. This assures the floor will retain its finish. However, avoid using cleaning or finishing agents on the new floor until the adhesive has thoroughly set. This will take about two weeks.



Color and Pattern Your color selection sheets provide a record of the brand, style, and color of floor coverings in your home. Please retain this information for future reference.

Limit Water Wipe up spills and sweep debris and crumbs instead of washing resilient

floors frequently with water. Limit mopping or washing with water; excessive amounts of water on resilient floors can penetrate seams and get under edges, causing the material to lift and curl.

Moving Furniture Moving appliances across resilient floor covering can result in tears and wrinkles. Install coasters on furniture legs to prevent permanent damage. If you damage the resilient floor, you can have it patched by professionals. If any scraps remain when the installation of your floor covering is complete, we leave them in the hope that having the matching dye lot will make such repairs less apparent.

No-Wax Flooring The resilient flooring installed in your home is the no-wax type. No-wax means a clear, tough coating that provides both a shiny appearance and a durable surface. However, even this surface will scuff or mark. Follow the manufacturer's recommendations for maintaining the finish.

Raised Nail Heads Raised nail heads are the result of movements of the floor joist caused by natural shrinkage and deflection. If a nail head becomes visible through resilient flooring, you should place a block of wood over it and hit the block with a hammer to reset the nail.

Scrubbing and Buffing Frequent scrubbing or electric buffing is harder on floors than regular foot traffic. Use acrylic finishes if you scrub or buff.

Seams Any brand or type of resilient flooring may separate slightly due to shrinkage. Seams can lift or curl if excessive moisture is allowed to penetrate them. You can use special caulking at tub or floor joints to seal seams at those locations. Avoid getting large amounts of water on the floor from baths and showers.

Roof

The shingles on your roof do not require any treatment or sealer. The less activity your roof experiences, the less likely it is that problems will occur.

Severe Weather After severe storms, from the ground, do a visual inspection of the roof for damages. Notify your homeowner's insurance if the damage is apparent or if you suspect there is damage.

TROUBLESHOOTING TIPS: ROOF LEAK

Please keep in mind that roof leaks cannot be repaired while the roof is wet.



- Confirm the source of the water is the roof rather than from a
- Plumbing leak
- Open window on a higher floor
- Ice dam
- Clogged gutter or downspout
- Blowing rain or snow coming in through code required roof vents
- Gap in caulking
- Where practical, place a container under dripping water.

Even if the troubleshooting tips do not identify a solution, the information you gather will be useful to the service provider you call. Remove personal belongings to prevent damage to them. If damage occurs, contact your homeowner insurance company to submit a claim.

Ice Dam An ice build-up may develop in the eaves during extended periods of cold and snow. Remove any build-up to prevent damage to your home.

Severe Weather During severe weather it is not uncommon for rain and snow to enter the residence through attic vents and for shingles to become loose or blow off.

Rough Carpentry

Rough Carpentry includes the framing (structural) components of the home. These components are covered by interior and exterior finishes and do not require maintenance.

Flooring Components Since the flooring components of your home are constructed with a combination of natural and man-made products, floor and stair squeaks are unavoidable.

Floor Deflection Floors will deflect (bend) when walked on. This will be more noticeable next to hutches, bookcases, pianos, chairs, and other heavy furniture. This is not a structural deficiency.

Shower Doors or Tub Enclosures

Shower doors and tub enclosures require minimal care.

Using a squeegee to remove water after a bath or shower will keep mineral residue and soap film to a minimum. A coating of wax can also help prevent the build-up of minerals and soap. Use cleaning products suggested by the manufacturer to avoid any damage to the trim and hardware. Avoid hanging wet towels on corners of doors; the weight can pull the door out of alignment and cause it to leak. Check and perform touch-up caulking on an as-needed basis.

Siding

Siding expands and contracts in response to changes in humidity and temperature. Slight waves are visible in siding under moist weather conditions; shrinkage and separations will be more noticeable under dry conditions. These behaviors cannot be entirely eliminated.



Wood and Wood Products Wood or wood-product siding will require routine refinishing. The timing will vary with climatic conditions. Maintain caulking to minimize moisture entry into the siding. Note that some paint colors will require more maintenance than others and some sides of the home may show signs of wear sooner based on their exposure to the elements. Some wood siding, such as cedar, is subject to more cracking and will require more maintenance attention.

Cement Based Products Cement-based siding will require repainting and caulking just as wood products do. See also Paint and Wood Trim.

Ventilation

Homes today are built more tightly than ever. This saves energy dollars but creates a potential concern. Condensation, cooking odors, indoor pollutants, radon, and carbon monoxide may all accumulate. We provide mechanical and passive methods for ventilating homes. Your attention to ventilation is important to your health and safety.

Daily Habits Your daily habits can help keep your home well ventilated:

- Do not cover or interfere in any way with the fresh air supply to your furnace.
- Develop the habit of running the hood fan when you are cooking.
- Develop the habit of running the bath fans when bathrooms are in use.
- Air your house by opening windows for a time when weather permits.

Proper ventilation will prevent excessive moisture from forming on the inside of the windows. This helps reduce cleaning chores considerably.

Windows, Screens, and Sliding Glass Doors

Contact a glass company for reglazing of any windows that break. Glass is difficult to install without special tools.

Acrylic Block Clean during moderate temperatures with only mild soap and warm water using a sponge or soft cloth and dry with a towel. Avoid abrasive cleaners, commercial glass cleaner, razors, brushes, or scrubbing devices of any kind. Minor scratches can often be minimized by rubbing a mild automotive polish on the window.

Cleaning Cleaning of windows is your responsibility. Always use approved cleaning products to clean your windows.

Screen Storage and Maintenance Many homeowners remove and store screens for the winter to allow more light into the home. To make re-installation more convenient, label each screen as you remove it. Use caution: screens perforate easily and the frames bend if they are not handled with care. Prior to reinstalling the screen, clean them with a hose using a gentle spray of water.

Sills Window sills in your home are made of drywall, wood, wood products, man-made products, or marble. The most common maintenance activity is dusting. Twice a year, check caulking and



touch-up as needed. Wax is not necessary but can be used to make sills gleam. Protect wood and wood product sills from moisture. If you arrange plants on a sill, include a plastic tray under the pot.

Sticking Windows Most sliding windows (both vertical and horizontal) are designed for a 10-pound pull. If sticking occurs or excessive pressure is required to open or close a window, apply a silicone lubricant. This is available at home improvement and hardware stores. Avoid petroleum-based products.

Weep Holes In heavy rains, water may collect in the bottom channel of window frames. Weep holes are provided to allow excess water to escape to the outside. Keep the bottom window channels and weep holes free of dirt and debris for proper operation.

Condensation on interior surfaces of the window and frame is the result of high humidity within the home and low outside temperatures. You influence the humidity level within your home. Condensation that accumulates between the panes of glass in dual-glazed windows indicates a broken seal. Refer to the Manufacturer's Warranty for replacement.

Infiltration Some air and dust will infiltrate around windows, especially before the installation of landscaping in the general area.

Tinting If you add tinting to dual-glazed windows, all warranties are voided. Damage can result from condensation or excessive heat build-up between the panes of glass. Refer to the manufacturer's literature for additional information.

Wood Trim

Shrinkage of wood trim occurs during the first two years or longer, depending on temperature and humidity.

All lumber is more vulnerable to shrinkage during the heating season. Maintaining a moderate and stable temperature helps to minimize the effects of shrinkage. Wood will shrink less lengthwise than across the grain. Wood shrinkage can result in separation at joints of trim pieces. You can usually correct this with caulking and touch-up painting.

Shrinkage may also cause a piece of trim to pull away from the wall. If this occurs, drive in another nail close to, but not exactly in, the existing nail hole. Fill the old nail hole with putty and touch up with paint as needed. If the base shoe (small trim between base molding and the floor) appears to be lifting from the floor, this is probably due to slight shrinkage of the floor joists below. Again, you can correct this condition by removing the old nails and renailing.

Exterior Cracks, twisting, shrinking, and the raising of the grain of exterior trim boards and decking, particularly cedar, are considered normal and are a function of the expansion and contraction of natural wood. It is the Homeowners responsibility to maintain these areas with



caulking. All-natural exterior decking is delivered and installed in its natural condition. Because of the effects of weather on natural wood, Quartz strongly recommends that all-natural exterior decking be weatherproofed. Cracking, twisting, shrinking, raised grain, or warping is normal and not a product defect.