



TW HOMES

# TW Homes, Inc Limited Warranty

**Certificate Dates**

**Possession Date** \_\_\_\_\_

**Price of Home** \_\_\_\_\_

**Name** \_\_\_\_\_

## **Exclusions to Warranties:**

**THIS LIMITED WARRANTY DOES NOT COVER CONSEQUENTIAL OR INCIDENTAL DAMAGES. THE BUILDER'S TOTAL LIABILITY FOR DEFICIENCIES UNDER THIS LIMITED WARRANTY IS LIMITED TO THE ORIGINAL PURCHASE PRICE OF THE HOME STATED ON THE CERTIFICATE.**

**THE BUILDER MAKES NO IMPLIED WARRANTY, INCLUDING IMPLIED WARRANTY OF FITNESS OR MERCHANTABILITY, OR ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SALE OF THE WARRANTED HOME, AND ALL SUCH WARRANTIES ARE EXCLUDED, EXCEPT AS EXPRESSLY PROVIDED IN THIS LIMITED WARRANTY. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE OF THIS LIMITED WARRANTY.**

## **SECTION I — BUILDER'S LIMITED WARRANTY**

**To Whom Given.** This Limited Warranty is extended to you as the owner of the home identified on the Certificate (front page) and is automatically transferred to subsequent owners for the unexpired term of the Limited Warranty.

### **COVERAGE TERMS**

The Limited Warranty commences on the date shown on the Certificate.

### **LIMITED WARRANTY COVERAGE**

#### **COVERAGE DURING FIRST YEAR**

The Builder warrants that for one (1) year, beginning on the Limited Warranty Commencement Date stated on the Certificate, the home will be free from defects due to noncompliance with the Performance Standards attached to and incorporated into this Limited Warranty.

#### **COVERAGE DURING SECOND YEAR**

The Builder warrants that during the second year after the Limited Warranty Commencement Date stated on the Certificate:

1. The electrical, plumbing, heating, cooling and ventilation systems of the home (exclusive of appliances, fixtures and items of equipment) will be free from defects due to noncompliance with the Performance Standards attached to and incorporated into this Limited Warranty; and
2. The home will be free from Major Structural Defects as defined in this Limited Warranty (Item C, Page 5).

#### **COVERAGE FOR COMMON ELEMENTS IN CONDOMINIUM STRUCTURES**

Common elements serving condominium or cooperative units are also covered by this Limited Warranty. Common elements are covered for the same length of time as similar items which are part of a home, but the commencement date of the Limited Warranty period for common elements is determined by the earliest Limited Warranty date issued to the first owner in a condominium building.

#### **CONSEQUENTIAL DAMAGES**

Consequential damages are not covered by this Limited Warranty.

#### **REMEDY**

If a defect occurs in an item which is covered by this Limited Warranty, the Builder will repair or replace the defect. If a Major Structural Defect first occurs during the two (2) year term of this Limited Warranty, the Builder will repair or replace the Major Structural Defect. Repair of a Major Structural Defect under this Limited Warranty is limited (1) to the repair of damage to the load-bearing portions of the home which is necessary to restore their load-bearing function, and (2) to the repair of those items of the home damaged by the Major Structural Defect which made the home unsafe, unsanitary or otherwise unlivable. The Builder's **total liability** for deficiencies under this Limited Warranty is limited to the original purchase price of the home as stated on the Certificate. The choice between repair or replacement is solely that of the Builder. Steps taken by the Builder to correct defects under this Limited Warranty shall not extend the time of this Limited Warranty.

#### **OTHER INSURANCE OR WARRANTIES**

In the event the Builder repairs or replaces any defect covered by this Limited Warranty which is covered by other insurance or warranties, the homeowner must, upon request by the Builder, assign the proceeds of such insurance or warranties to the Builder to the extent of the cost to the Builder of such repair or replacement.

#### **RIGHTS OF THE HOMEOWNER**

The Limited Warranty provided herein is the sole and exclusive warranty given by the Builder to the homeowner. No other warranties, representations or promises, whether oral, implied or otherwise, have been made by the Builder to the homeowner, or shall apply or control the rights of the parties in any way or manner whatsoever.

## EXCLUSIONS

**This Limited Warranty shall not extend to or include or be applicable to:**

- A. Defects in outbuildings including, but not limited to, detached garages and detached carports; site-located swimming pools and other recreational facilities; boundary walls; bulkheads; fences; off-site improvements; or any other improvements not a part of or affixed to the home itself;
- B. After the first year of coverage, concrete floors of basements and concrete floors of attached garages that are built separately from foundation walls or other structural elements of the home;
- C. Loss or damage to real property which is not part of the home covered by this Limited Warranty and which may or may not be included in the original purchase price of the home as stated on the Certificate;
- D. Any damage to the extent it is caused or made worse by:
  - 1. Negligence, improper maintenance or improper operation by anyone other than the Builder, its employees, agents or subcontractors; or
  - 2. Failure by the homeowner or by anyone other than the Builder, its employees, agents or subcontractors to comply with the warranty requirements of manufacturers of appliances, fixtures and items of equipment; or
  - 3. Failure by the homeowner to give notice to the Builder of any defects within a reasonable time; or
  - 4. Changes of the grading of the ground by anyone other than the Builder, its employees, agents or subcontractors; or
  - 5. Changes, alterations or additions made to the home by anyone after the Limited Warranty Commencement Date stated on the Certificate; or
  - 6. Dampness or condensation due to the failure of the homeowner to maintain adequate ventilation;
- E. Loss or damage which the homeowner has not taken timely action to minimize;
- F. Any defect in materials or work supplied by anyone other than the Builder or its subcontractors;
- G. Normal wear and tear or normal deterioration;
- H. Loss or damage, not otherwise excluded under this Limited Warranty, which does not constitute a defect in the construction of the home by the Builder, its employees or subcontractors;
- I. Loss or damage caused by or resulting from accidents, riot and civil commotion, fire, explosion, smoke, water escape, falling objects, aircraft, vehicles, Acts of God, lightning, windstorm, hail, flood, mudslide, earthquake, volcanic eruption, wind-driven water and changes in the underground water table which were not reasonably foreseeable;
- J. Loss or damage caused by or resulting from seepage of water;
- K. Loss or damage caused by or resulting from soil movement for which compensation is provided by legislation or which is covered by other insurance;
- L. Insect damage;
- M. Any loss or damage or condition caused by, or related to, the presence of radon, indoor and/or outdoor environmental quality (which includes without limitation, fungi, spores, mold, candle soot, combustion products and/or byproducts, reaction to any single building material or combination of building materials, humidity and/or temperature) or other environmental pollutants;
- N. Any condition which does not result in actual physical damage to the home, including, but not limited to, uninhabitable or health risk due to the presence of hazardous or toxic on-site materials;
- O. Bodily injury or damage to personal property;
- P. Loss or damage caused by or resulting from abnormal loading on floors by the homeowner which exceeds design loads as mandated by codes;
- Q. Costs of shelter, transportation, food, moving, storage, or other incidental expenses related to inconvenience or relocation during repairs;
- R. **Consequential damages** (except where required by state law); and
- S. Any Request for Warranty Performance or insurance claim not filed in a manner set forth below in "Warranty Service" or "Insurance Claim Process."

## WARRANTY SERVICE

### **REQUEST FOR WARRANTY SERVICE IN FIRST MONTH OF POSSESSION**

For our service program to operate at maximum efficiency, as well as for your own convenience, we suggest you wait 30 days after you take possession to submit a Request For Warranty Service. This allows you time to become settled in your home and thoroughly examine all components.

After possession, the homeowner with a Warranty complaint should keep a list of items requiring repair or replacement (use Request for Warranty Service on page 17). Approximately 30 days after possession, send the list to TW Homes, Inc. to the attention of the Project Manager.

Your Project Manager will make an appointment to review each item with you. The manager will send a letter stating which items will be covered by the Warranty, and if there are items not covered, will explain why. Most items will be completed within 21 days from the appointment with the Project Manager. No Warranty work will be authorized without receiving a written request from the homeowner.

Some items require written notice to our office either on your pre-possession walk-through or within 14 days of your possession. Some of these are scratches in windows, glass doors, mirrors, light fixtures, countertops, marble tops, cabinets, doors, wood trim, tubs and showers. Any stain of a floor covering, whether it be carpet, wood, vinyl or ceramic, and any tear or hole in a screen or paint touch-up requires written notice. The Builder is not responsible for repair or replacement of these items if written notice is not received in its office within 14 days of your possession.

### **EMERGENCY WARRANTY SERVICE**

This is normally associated with (1) loss of heat in the winter, (2) loss of electricity, (3) plumbing leak that requires water supply to be turned off, (4) total sewage stoppage or (5) any situation that endangers the occupants of the home. If these occur, you should call our office at 377-0553 during business hours. After business hours, you should call the 24-hour service number of the subcontractor, using the phone number given at closing, or the home phone number of your Project Manager.

### **WARRANTY SERVICE DURING FIRST YEAR OF POSSESSION**

During the first year of possession, if the homeowner has additional requests for service work after the first 30 days of possession and after the homeowner has made a first request for service work, they should keep a list and send it to the Project Manager. Do not wait past the one-year anniversary, because some coverage may expire.

In conclusion, the homeowner will be able to turn in request for service two times during the first year (excluding emergency service, which can be done at any time, and the pre-possession walk-through): one month and eleven months. No Warranty work will be authorized unless a written request is received from the homeowner.

### **TIME OF NOTICE OF CLAIM**

Written notice of a defect in any item covered by this Limited Warranty must be received by TW Homes, Inc. before coverage of that item expires. Coverage on certain items varies, and you should check the standards for specific coverage items.

### **DISPUTE SETTLEMENT**

If the homeowner disagrees with the Project Manager on a requested complaint, TW Homes, Inc. will arrange for a meeting between the homeowner, TW Homes, Inc. and a neutral third party. The homeowner and TW Homes, Inc. will be bound by the arbitrator's decision.

Under the Magnuson Moss Warranty Act and under this Limited Warranty, suit may not be filed against the Builder until the claim has been submitted to informal dispute settlement and a decision has been reached or a waiting period of 40 days has been exceeded for a decision, following the submission of a Request for Warranty.

### **BINDING ARBITRATION**

The dispute will be submitted to the American Arbitration Association or such other independent service. The arbitration will be conducted in accordance with the arbitrator's rules and regulations.

The cost of the arbitration will be paid by the party who loses the arbitrator's decision. The arbitrator will have the right to split the cost of the fee.

The decision of the arbitrator shall be final and binding upon the homeowner and the Builder.

Because this agreement provides for mandatory arbitration of disputes, if any party commences litigation in violation of this agreement, such party shall reimburse the other parties to the litigation for the costs and expenses, including attorneys' fees incurred in seeking dismissal of litigation.

### **RIGHT OF ACCESS**

1. The homeowner must provide the Builder with reasonable workday access to the property during normal business hours in order to perform the service work. The homeowner also must provide access to the defect. Buyer will cooperate with the builder's attempt to schedule warranty work and will respond within 24 hours to this scheduling attempt. The date for scheduled repairs will be achieved within 2 weeks of contact. In the event that the buyer fails to show up for the appointment, the builder is no longer responsible for repair. The homeowner is responsible to move furniture, appliances, boxes or other personal items to allow workers reasonable access to the defect.

### **DEFINITIONS**

Except as otherwise provided, the terms used in the Limited Warranty shall have the meanings assigned below.

- A. **"Common Elements"** — The structure, components of enclosure and any portion of the building, as described in the condominium documents, including, but not limited to, corridors, lobbies, rooms or other spaces which are provided for use in common by the residents of the structure, with free or limited access, and limited access balconies. Common Elements also means electrical, plumbing, heating, cooling and ventilation systems serving two or more homes, and outbuildings containing part of such systems.
- B. **"Home"** — A single-family house, or a unit in a for-sale multiunit residential building of four (4) units or less in which title to the individual units is transferred to owners under a condominium.
- C. **"Major Structural Defect"** — Actual physical damage to any of the following designated load-bearing portions of the home caused by failure of such load-bearing portions which affects their load-bearing functions to the extent that the home becomes unsafe, unsanitary or otherwise unlivable:
  1. Foundation systems and footings
  2. Beams
  3. Girders
  4. Lintels
  5. Columns
  6. Walls and partitions
  7. Floor systems
  8. Roof framing systemsDamage to the following non-load-bearing portions of the home may be covered by the Limited Warranty, but do not constitute a Major Structural Defect:
  1. Roofing and sheathing
  2. Drywall and plaster
  3. Exterior siding
  4. Brick, stone or stucco veneer
  5. Floor covering material
  6. Wall tile or other wall coverings
  7. Non-load-bearing walls and partitions
  8. Concrete floors in attached garages and basements that are built separately from foundation walls or other structural elements of the home
  9. Electrical, plumbing, heating, cooling and ventilation systems
  10. Appliances, fixtures and items of equipment
  11. Paint
  12. Doors and windows
  13. Trim
  14. Cabinets
  15. Hardware
  16. Insulation
- D. **"Performance Standards"** — The locally applicable building codes, special standards developed by TW Homes, Inc, locally accepted building practices and performance standards which describe the Builder's obligation for specific defects under the Limited Warranty.
- E. **"Systems"** — Exclusive of appliances, fixtures and items of equipment, include the following:

1. **“Plumbing Systems”** — Gas supply lines and fittings; water supply, waste and vent pipes and their fittings; water, gas and sewer services piping and their extensions to the tie-in of a public utility connection.
  2. **“Electrical System”** — All wiring, electrical boxes, switches, outlets and connections up to the public utility connections.
  3. **“Heating, Cooling and Ventilation Systems”** — All ductwork, refrigerant lines, registers, connectors, radiation elements and dampers.
- F. **“Certificate”** — Front page of Limited Warranty Book.

**GENERAL PROVISIONS**

- A. Should any provision of this Limited Warranty be deemed unenforceable by a court of competent jurisdiction, that determination will not affect the enforceability of the remaining provisions.
- B. This Limited Warranty is to be binding on the Builder and the homeowner, their heirs, executors, administrators, successors and assigns.
- C. Use of one gender in this Limited Warranty includes all other genders, and use of the plural includes the singular, as may be appropriate.
- D. This Limited Warranty is to be covered by and constructed in accordance with the laws of the state in which the home is located.

**SECTION II — PERFORMANCE STANDARDS**

**HOMEOWNER’S RESPONSIBILITIES**

Damage caused by or made worse by homeowner’s negligence, improper maintenance or improper operation is expressly excluded under this Builder’s Limited Warranty.

**PERFORMANCE STANDARDS — TOPIC INDEX**

The Performance Standards lists specific items (defects) within each separate area of coverage. The standards are expressed in terms of performance criteria

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**WORKMANSHIP AND MATERIALS: FIRST YEAR ONLY**

**1. Drainage — Coverage is for FIRST YEAR ONLY**

The final grade is established by the construction department as part of an overall plan. The site is surveyed at several points in the grading process to ensure adherence to the specifications. The primary concern is to establish drainage away from the home.

Under normal weather conditions, yard should have no standing water 24 hours after a rain except in swales, where 48 hours may be anticipated. No grading determination will be made while the ground is frozen or saturated.

In most cases, drainage swales do *not* follow property boundaries. Typically a lot will receive water from and/or pass water on to other lots. For this reason, homeowner changes in grade often affect those adjacent to or near them. TW Homes, Inc advises homeowners against making such changes.

Due to weather conditions, especially during winter and early spring, it may happen that the final grade has not been established at the time of closing. As soon as conditions permit, grading work will continue. In these circumstances, homeowner should check on the status of grading prior to beginning landscaping.

Homeowner is cautioned that rototilling the site will often significantly change drainage swales, as will erosion resulting from the site remaining unlandscaped for a long period. If rototilling is done, it should be done parallel to the swales, rather than across them.

#### NEW SOD INSTALLATION AND THE EXTRA WATERING THAT ACCOMPANIES IT CAN CAUSE TEMPORARY DRAINAGE PROBLEMS, AS CAN SEVERE WEATHER CONDITIONS.

TW Homes, Inc. will inspect problems reported in writing during the one-year Warranty period and advise homeowner as to corrective actions which might be taken.

Backfilled or excavated areas around foundation and at utility trenches should not interfere with the drainage away from the house. If these areas settle, TW Homes, Inc will fill the settled area once during the first year. MAINTAINING POSITIVE DRAINAGE AWAY FROM THE HOME IS A HOMEOWNER/HOMEOWNER ASSOCIATION RESPONSIBILITY.

TW Homes, Inc will fill sunken areas under concrete once during the first year.

MAINTENANCE OF POSITIVE DRAINAGE AWAY FROM THE FOUNDATION AND CONCRETE SLABS IS A HOMEOWNER RESPONSIBILITY. Failure to maintain these areas can result in damage to the foundation and void your Structural Warranty. Homeowner should expect some settling of backfill soils.

#### SOD AND SEED

New sod requires constant watering the first week to 10 days. After this period you can gradually decrease this until you are watering one inch a week. Hot, windy days can dry sod out very quickly. You need to water thoroughly during these time periods. TW Homes, Inc. does not warrant sod.

New seed takes more care than sod. It needs to be lightly watered every day for 30 days. Water a little more as the seed begins to grow. Seed will not give you full coverage in one season. You should reseed every spring and fall for two years to get a healthy looking yard.

## 2. Concrete — Coverage is for FIRST YEAR ONLY

### ***Flatwork (basement and garage floors, porch, patio, driveway and sidewalk)***

Movement of the basement slab results in cracking. If such cracks reach 3/16" in width or 1/8" in vertical displacement, TW Homes, Inc. will patch or repair one time during the Warranty year. Subsequently, floor slab maintenance is a homeowner responsibility.

Similar to basement slab, garage slabs, porches and patios are designed to "float," i.e., they can move without affecting the foundation. Movement of these and resulting cracking will be minimized by proper installation and maintenance of landscaping. TW Homes, Inc. will seal cracks that reach 1/4" in width or vertical displacement one time during the Warranty year.

Concrete slabs are not replaced due to cracking of less than 1/4" in width.

Moderate settling (less than 2"), heaving and/or cracking of porch or patio slabs can require cosmetic repairs, which TW Homes, Inc will provide during the Warranty period.

Excessive settling (2" or more), heaving and/or cracking should be reported in writing so that an inspection can be made. If homeowner changes in grading, drainage or landscaping has caused the damage, corrective measures will be suggested, but homeowner will be responsible for their implementation. Settling, heaving or cracking will be deemed excessive if it results in negative (toward the house) drainage or hazardous vertical displacement.

Repeated hosing of concrete for cleaning animal urine, radiator overflow, fertilizer, failure to shovel snow and ice, ice melting agents, or road salts from vehicles are some of the causes of spalling (chipping of concrete surface). TW Homes, Inc. is not responsible for repair of spalling concrete.

TW Homes, Inc. does not warranty that all concrete will be a uniform color.

### **De-Icers**

**DO NOT USE DE-ICERS.**

Avoid any de-icing chemical, especially in the first winter. The only safe material to use to make the concrete surface skid resistant is plain sand. Concrete is a porous substance; salt can damage concrete surfaces no matter what the age. TW Homes, Inc. never recommends the use of de-icers on concrete.

## **3. Foundation Walls — Coverage: 1 or 2 Years**

Shrinkage of backfill cracks is not unusual in basement or foundation walls, especially at the corners of basement windows. TW Homes, Inc. will repair (as needed) cracks which are in excess of 1/8" or any cracks which are permitting water to enter the basement for two years from Certificate date, provided the homeowner has complied with landscaping requirements. TW Homes, Inc. does not repair wall cracks that are not leaking.

Slight "honeycombing," cold joints or imperfections in the foundation walls caused by variations or minor flaws in concrete forms will not be repaired.

Slight dampness may be experienced in corners of the basement with restricted air flow. However, correctly installed landscaping will prevent excessive amounts of moisture. A floor fan will circulate the air and minimize the problem. If your home has an outside air intake, it should be closed in the summer. A dehumidifier will help dry out a basement and may be required in the summer. Standing water should be reported to TW Homes, Inc. for inspection and action. **Coverage for 1 year.**

### **BASEMENT MOISTURE**

Basements are considered an unfinished space. It is possible at any time during the life of the home to have a malfunction of the sump pump or a crack that could leak moisture into the basement. All homeowners are advised to store any perishable or valuable items off the floor. TW Homes, Inc. will make the necessary repair to the original structure as sold to the buyer for the applicable Warranty period. TW Homes, Inc. does not warrant secondary damage; i.e., personal belongings or areas furnished by the owner. These items must be covered by the owner or his/her insurance. Homeowners are responsible for checking with their own individual insurance carriers as to the coverage regarding a sump pump rider.

## **4. Masonry — Coverage is for FIRST YEAR ONLY**

Small hairline cracks due to shrinkage are common in mortar joints in masonry construction. Cracks greater than 3/8" in width are considered excessive.



TW Homes, Inc. will repair cracks in excess of 3/8" by pointing or patching. These repairs shall be made during the first year of the Limited Warranty period. Builder will not be responsible for color variation between old and new mortar.

## **5. Carpentry Framing and Finish Carpentry — Coverage is for FIRST YEAR ONLY**

Walls which bow or are out of plumb in excess of 1/4" within a 32" measurement will be repaired so as to meet this standard.

Uneven floor joists causing a ridge or depression in excess of 1/4" within a 32" measurement, measuring perpendicular to the high or low area, is a defect. TW Homes, Inc. will repair the floor to meet this standard.

Floor squeaks: A squeak-proof house cannot be assured. Squeaks can be caused by the natural movements of the lumber. An isolated floor squeak is not a defect unless caused by a loose subfloor. A large area of floor squeaks which is noticeable is a defect. TW Homes, Inc will make the repairs to eliminate these.

Some separations at joints in interior moldings are normal and are to be expected. Separation in excess of 1/4" is excessive, and TW Homes, Inc will meet the standard.

Joints between exterior trim pieces, including masonry and siding, shall not be in excess of 3/8". TW Homes, Inc. will repair open joints to meet the standard. In all cases, the exterior trim/siding will perform its function of keeping elements out of the home in normal weather conditions.

Loose siding due to improper installation is a defect. TW Homes, Inc. will replace or repair siding in these cases. The Builder is not responsible for discontinued colors or styles. The Builder does not warrant siding installations if the defect was caused by extreme weather conditions or wind damage.

### **CAULKING AND WOOD PUTTY — COVERAGE ONE TIME DURING FIRST YEAR**

All building materials are subject to expansion and contraction caused by changes in temperature and humidity. Dissimilar materials expand or contract at different rates. The result is cracks in mitered corners, where tile grout meets the tub, where the vinyl floor meets the tub, etc. This can be alarming, but is normal. This is the most noticeable in the first year but may continue beyond that. TW Homes, Inc. will replace or repair painted miters once during the first year.

## **6. Insulation and Moisture — Coverage: 2 Years**

This Warranty assures that your insulation will meet the applicable energy code requirements:

- Unfinished Basement Walls R-16
- Ceiling R-49
- Finished Walls R-17.4 when 2 x 4 exterior walls are used
- Finished Walls R-20 when 2 x 6 exterior walls are used

Air infiltration from electrical outlets, fireplace units and recessed lights is not considered a defect. Steps have been taken during construction to minimize this. Condensation or frost on fireplaces or windows is a sign of too much humidity in the home, and the homeowner should take steps to minimize these levels.

Roof leaks are covered for two years; however, this Warranty does not cover ice build-up on the roof. During prolonged cold spells, ice can block gutters and valleys. The freeze-thaw cycle can cause water to back up under shingles or flashings. It is the homeowner's responsibility to prevent ice build-up. The Builder is not responsible for color variations when replacing shingles is required.

### **ROOF LOUVERS AND VENTS — COVERAGE 2 YEARS**

The TW Homes, Inc. Warranty covers roof leaks due to improper installation of roof vents and louvers for two years. The Builder does not warrant properly installed vents and louvers that would allow wind-driven snow or rain to accumulate in an attic.

## **GUTTERS — COVERAGE 1 YEAR**

Gutters and downspouts should not leak, but gutters may overflow during heavy rains. Gutters may not completely drain; however, if free from debris, gutters should not have water depth that exceeds 3/4". The Builder will make repairs to meet these standards.

### **7. Doors and Windows — Coverage is for FIRST YEAR ONLY**

Some warping, bowing or twisting is normal in exterior and interior doors during the various heating and cooling seasons. Such movement should not exceed 1/4" measured diagonally from corner to corner.

Shrinkage of door panels that show bare wood is only seen with panel inserts. This is caused by shrinkage of panels after staining and is normal. TW Homes, Inc. will touch up once during the first year.

A split in the door veneer will be replaced if greater than 1/8".

Glass and breakage or tears in window screens are not covered by the Warranty unless you notify TW Homes, Inc. within 14 days of your possession. Windows should operate with a reasonable ease, and locks should perform as designed.

Condensation or frost on windows is normally a sign of too much humidity in the home. This condition is not a defect or covered by this Warranty.

## **GARAGE OVERHEAD DOOR**

The garage door should operate smoothly and with reasonable ease. The door can become misaligned and require adjustment, which TW Homes, Inc. will provide during the first year.

Garage overhead doors cannot be air tight, and typically, some light will be visible around the edges or across the top of the door.

Dents in garage overhead doors noted in the first two weeks after possession will be repaired. Touch-up paint may not match exactly.

### ***Homeowner Hints***

TW Homes, Inc. suggests that light gauge oil could be applied to track, rollers and hinges on a yearly basis.

### **8. Finishes — Coverage is for FIRST YEAR ONLY**

## **DRYWALL**

Some slight cracking, nail "pops" and/or drywall seams may become visible in walls and ceilings. These occurrences are normally caused by the shrinkage of the wood to which the drywall is attached.

One time during the Warranty period, TW Homes, Inc. will make needed drywall repairs and touch up paint.

Such touch-up may not match original paint exactly. REPAIRS WILL NOT BE MADE ON FLAWS WHICH ARE ONLY VISIBLE UNDER PARTICULAR LIGHTING CONDITIONS.

If the drywall repair is the result of a plumbing leak or other Warranty-based repair, TW Homes, Inc. will assume the cost of repairing the area of drywall. RESTORING CUSTOMER PAINT COLORS OR WALLPAPER IS A HOMEOWNER RESPONSIBILITY.

## **PAINT/STAIN INTERIOR**

TW Homes, Inc. will touch up paint only as indicated on the walk-through list and if notified in the first 14 days of possession. HOMEOWNER WILL RECEIVE A SAMPLE OF THE INTERIOR PAINT WHICH CAN BE USED FOR SUBSEQUENT TOUCH-UPS. THIS PAINT SHOULD BE STORED SO AS NOT TO BE AFFECTED BY FREEZING TEMPERATURES.

Paint touch-ups are sometimes visible under certain lighting conditions.

For details on touch-up needed as a result of repairs, see individual categories of Drywall, Plumbing, etc.

Due to wood characteristics, color variation will result when stain is applied. There will be no repair or replacements on such variations.

### **PAINT EXTERIOR**

Fading of exterior paint can be expected due to the effects of sun and weather.

Wood trim will develop some minor cracks and raised grain as it ages and dries. Much of this will occur during the first year. Raised grain can result in peeling paint; however, this is not due to a defect in materials or workmanship. Paint maintenance of wood trim and gutters is the homeowner's responsibility.

Wood trim painted white or a light color will more readily show grain and cracks and will, therefore, require additional maintenance.

TW Homes, Inc will warrant peeling paint on wood surfaces for a period of one year.

## **9. Floor Covering — Coverage: 1 Year**

### ***Carpet***

Although carpet seams will be visible, no gap or fraying is acceptable. Edge of carpet against base moldings and along edges of stairs should be held firmly in place.

Stains or spots noted on the walk-through list or within 14 days of possession will be corrected by cleaning, patching or replacement.

### ***Homeowner Hints***

The homeowner should refer to manufacturer's recommendations on carpet care for additional information. TW Homes, Inc. recommends professional cleaning be performed at regular intervals.

### ***Hardwood Floors***

Because of climatic conditions, swelling and/or shrinkage of hardwood floors is common. These conditions are the result of a change in moisture content in the wood and are not warranted.

Excess separations (cracks in excess of 1/8") that occur between hardwood floor segments will be repaired by filling and staining. Wood floors may show nicks, dents and moisture damage caused by normal wear and tear.

Gouges or scratches noted at the time of the walk-through (before closing) will be filled and stained.

Cupping of a wood floor is due to too much humidity in a home. This must be monitored by the homeowner and is not covered under Warranty by TW Homes, Inc. Color variation in wood is to be expected and is not a Warranty item.

### ***Vinyl***

Vinyl floor covering should adhere; lifting or bubbling will be repaired. In the event that nail pops should appear on the surface of vinyl, these will be repaired.

In any situation which requires replacement, TW Homes, Inc. will not be responsible for discontinued patterns or colors.

Seams will occur and are sealed at the time of installation; there should be no gaps or curling at seams.

Ridges may appear in vinyl floors. Those exceeding 1/8" will be repaired in the first year. This is measured with a 6" straight edge placed over the ridge with 3" of the straight edge on one side of the defect held tightly to the floor. Most vinyl repairs will be made by patching the defective area per the manufacturer's recommendations.

***Ceramic Tile (Floor, Counters, Tub and Shower)***

Cracks appearing in grouting of ceramic tiles at joints or junctions with other materials are commonly due to normal shrinkage conditions. TW Homes, Inc. will repair grouting, if necessary, one time during the first year. Any grouting or caulking that is needed after that time is considered homeowner maintenance. TW Homes, Inc. is not responsible for color variations in grout or discontinued colored grout.

Sealing grout is the homeowner's responsibility.

**10. Fireplace — Coverage is for FIRST YEAR ONLY**

Fireplaces are not intended to be the sole heat source in the home. The fireplace should function properly when TW Homes, Inc. and/or manufacturer's directions are followed. Although extremely high winds can result in a downdraft, this condition should be temporary and occasional. The cause of continuous malfunction will be determined and corrected by TW Homes, Inc.

Discoloration of the firebox or brick is the normal result of use and requires no corrective action. Mortar style fireplaces may develop cracks due to temperature changes and other factors and are not a Warranty item.

The inherent construction of a fireplace with an 8" pipe open to the outside and a 3" fresh air vent will guarantee a cold surface during extreme winter weather (wind or cold). TW Homes, Inc. will verify that a fireplace has been installed properly but will take no action against a unit that feels cold.

***Glass Doors***

Damage to glass doors, when included with the home, will be corrected if noted within 14 days of possession. Homeowner should follow manufacturer's instructions for using glass doors.

NORMAL SHRINKAGE OF MORTAR MAY RESULT IN HAIRLINE CRACKS IN MASONRY. Such cracks will be repaired if they are in excess of 1/8" in width. Pointing or patching, when required, will be done, matching the color as closely as possible.

The chase of the fireplace will meet manufacturer's recommendations on size and height. In normal weather conditions, this should operate properly. In windy conditions, this can cause negative draft situations. TW Homes, Inc. will correct only if it's a problem with the height of the flue or installation of the fireplace.

**11. Equipment — Coverage is for FIRST YEAR ONLY**

**CABINETS**

Cabinets (drawers, doors, etc.) should operate properly under normal use. Doors, drawer fronts and handles should be level and even. Warped doors or drawer fronts will be corrected if warping is in excess of 1/8" within any 24" distance. Gaps between cabinets, cabinets and ceilings, cabinets and walls will be corrected if they are in excess of 1/8"; locations behind appliances excepted.

Readily noticeable variations in wood grain and color are expected in all style selections. Replacements will not be made due to such variations.

Only those chips, scratches and other flaws in surfaces which are noted on the pre-closing walk-through list or within 14 days of possession will be repaired.

## COUNTERTOPS

Separations of countertops at walls and where backsplash meets the counter are the result of normal shrinkage of materials. Separation at the wall or at the counter will be repaired one time; this repair is done by caulking and subsequently will be a homeowner responsibility. It is important to keep moisture from reaching the wood under the laminate to prevent warping.

### ***Laminated Countertops***

Laminated countertops typically will have one or more discernible seams. There should be no gap at the seams, however.

Any major surface imperfections; i.e., chips, cracks, scratches, or burns reported on the walk-through list or within 14 days of possession will be repaired. Any damages after 14 days will be the homeowner's responsibility.

### ***Solid Surface Countertops***

Solid surface countertops should be installed without chips or gouges. Edges should be smooth and even. Where backsplash joints occur at corners, the top edges should be even within 1/16". TW Homes, Inc. does not warrant color variation in granite and similar surfaces.

## **12. Plumbing — Coverage: 1 or 2 Years**

All drains and sewer lines should operate freely. Obstructions resulting from construction debris will be corrected by TW Homes, Inc. TW Homes, Inc. will correct clogged drains that occur during the first 30 days after closing. Obstructions shown to be the result of homeowner action will be corrected at the homeowner's expense.

### **Coverage for 30 days.**

TW Homes, inc. will repair leaks in the plumbing system. If a plumbing leak caused by a Warranty item results in a drywall or floor covering damage, this will be repaired by TW Homes, Inc.. **NO ADJUSTMENTS WILL BE MADE FOR SECONDARY DAMAGES (FOR EXAMPLE, WALLPAPER, DRAPES, AREA RUGS, FURNITURE, PERSONAL BELONGINGS, DRYWALL AND TRIM AND FLOOR COVERINGS INSTALLED BY THE BUYER OR HIS SUBCONTRACTOR).** Homeowner insurance may cover these items. **Coverage for 2 years.**

Provided the home is heated at a normal level, pipes should not freeze. Heat should be set at 65 degrees when you're away during the winter months. Garage doors should be kept closed to protect plumbing lines which may run through this area.

**OUTSIDE FAUCETS MUST HAVE HOSES REMOVED BEFORE COLD WEATHER.** TW Homes, Inc. will repair any problems with these faucets noted on the walk-through list or within 14 days of possession. Subsequent to walk-through, any repairs will be the homeowner's responsibility.

Any fixture damage noted on the walk-through list or in the first 14 days will be repaired. Chips, scratches, etc., reported 14 days after possession will not be repaired. The homeowner is responsible for following manufacturer's directions for caring for fiberglass products.

If basement is finished, care should be taken to ensure that the plumbing lines in ceilings are not isolated from heating source without insulation being added.

### 13. Heating and Cooling — Coverage: 1 or 2 Years

#### HEATING

Heating systems will be installed in accordance with local building codes, as well as engineering designs of the particular model home. Adequacy of the system is determined by its ability to establish a temperature of 70 degrees, as measured in the center of the room, five (5) feet above the floor. In extremely cold temperatures (10 degrees below zero or colder), the system should maintain a temperature differential of 85 degrees. Thermostats are calibrated to within plus or minus one degree. **Coverage for 1 year.**

Expansion or contraction of metal ductwork will typically result in some ticking or popping sounds. It is not always possible to eliminate these sounds. **Coverage for 1 year.**

Although your heat system is not a “sealed and tested system,” the ductwork should remain attached and securely fastened. If it becomes unattached, TW Homes, Inc will repair as needed. **Coverage for 2 years.**

It is the responsibility of the homeowner to change furnace filters quarterly or as needed.

#### AIR CONDITIONING

The air conditioning system should be capable of maintaining a temperature differential of 15 degrees from the outside temperature, measured in the center of each room at a height of five (5) feet above the floor. Temperature settings below 78 degrees are often possible, but are not promised by the manufacturer or TW Homes, Inc. **Coverage for 1 year.**

Lack of air conditioning service is not an emergency. Problems will be handled by the heating/air conditioning contractor as quickly as possible, in the order received. During the “busy season,” this may mean a wait of up to a week. The outside temperature must be 55 degrees or higher for Freon to be added to the system. It is important to maintain the air conditioner compressor close to a level position. If it “settles” during the Warranty Period, TW Homes, Inc will correct. Following that time, the homeowner must maintain. **Coverage for 1 year.**

It is the responsibility of the homeowner to keep the air conditioner compressor free of debris and dirt.

### 14. Ventilation — Coverage is for FIRST YEAR ONLY

#### ***Noisy Ductwork***

When metal is heated, it expands and when cooled, it contracts. The result is “ticking” or “crackling” which is generally to be expected. The Builder assumes no responsibility for this action. It is normal.

#### ***Oil Canning***

The stiffening of the ductwork and the gauge of the metal used shall be that ducts do not “oilcan.” The booming noise caused by “oil canning” is not acceptable. TW Homes, Inc will correct to eliminate this sound.

### 15. Electrical — Coverage is for FIRST YEAR ONLY

If an electrical outlet, switch, fixture or electrical wiring fails to carry its designated load, it will be repaired to meet specifications.

Electrical boxes on exterior walls may produce cold air flow through the outlet. TW Homes, Inc has taken steps to minimize this. It is normal, and no action will be taken by TW Homes, Inc.

Light fixtures are installed in the locations indicated on the house plans and will not be moved by TW Homes, Inc. Hanging fixtures are installed with chain, as delivered. Homeowner will be responsible for adjusting the length, if not satisfactory. Homeowner is responsible for replacing any burned out bulbs other than those listed on the walk-through list.

Fixtures which are noted as damaged on the walk-through list will be repaired or replaced. There is no warranty on fixtures purchased at a discount or supplied by the homeowner from another source.

***GFI Breaker***

The Ground Fault Interrupter is required by building code as a safety feature. The electrical outlets in the bathrooms, kitchen, garage and exterior are connected to this breaker. It is a sensitive system that trips easily to prevent electrical shock in these locations. The test/reset buttons (on one of the outlets on the system) control the entire system. NOTE: Do not plug your food freezer into the GFI outlet in your garage. If you lose power to each of these outlets, check that the test button has not been engaged.

Power surges are the result of local conditions beyond the control of TW Homes, Inc. These can result in burned out bulbs.

**PHONE PREWIRE**

Each home has telephone jacks. Having the final phone service connections made is the homeowner's responsibility. Moving outlets for decorating purposes or convenience is a homeowner expense. If an outlet is positioned so that a phone cannot be installed (for example, kitchen wall phone interfering with countertop or cabinets), TW Homes, Inc will correct.



## **APPENDIX A — MODEL CODES**

- BOCA Basic Building Code, Building Officials Code Administrators International, Inc.
- National Building Code, American Insurance Association
- Standard Building Code, Southern Building Code Congress
- Uniform Building Code, International Conference of Building Officials
- One and Two Family Dwelling Code, Under the Nationally Recognized Model Codes

### **Mechanical Codes**

- Uniform Building Code, Volume II, Mechanical, International Conference of Building Officials
- BOCA Basic Mechanical Code Building Officials & Standard Mechanical Code, Southern Building Code Congress

### **Plumbing Codes**

- Standard Plumbing Code, International Association of Plumbing & Mechanical Officials
- Uniform Plumbing Code, International Association of Plumbing & Mechanical Officials
- BOCA Basic Plumbing Code, Building Officials & Code Administrators International, Inc.

### **Electrical Codes**

- Electrical Code for One or Two Family Dwelling, National Fire Protection Association
- National Electrical Code, National Fire Protection Association

**TW HOMES, INC**

**REQUEST FOR WARRANTY SERVICE**

Please list below any problems with your new home. Your Project Manager will go over these items at a 30-day walk through. Corrections are based on the specifications and items covered in our Warranty program. **Drop this in the mail after 30 days.** Mail to: 5205 Keystone Ridge, S.E., Cedar Rapids, IA 52403

If this problem is an emergency, please call us at 377-0553

Name \_\_\_\_\_ Warranty Commencement Date \_\_\_\_\_

Address \_\_\_\_\_ Home Phone Number \_\_\_\_\_

\_\_\_\_\_ Business Phone Number \_\_\_\_\_

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