



MATT | WHITE
CUSTOM HOMES

Homeowner's Manual

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I. INTRODUCTION

Welcome to your new Matt White Custom Home. Your home was designed to bring you comfort, safety and lasting beauty in a pleasing environment. The plans have been checked and approved by local government agencies and inspected during every step of construction to make sure your home meets all applicable performance standards and to assure quality.

To maintain its beauty and performance, your home needs attention and care from you and your family.

MW Custom Homes has prepared this homeowner's manual to serve as your guide-book to maintaining your home. Proper maintenance will prevent minor problems from becoming major headaches. We have included simple explanations on how to handle basic repairs, maintenance and minor adjustments.

Becoming familiar with the information in this manual can help you maintain your home's built-in quality for years to come, while helping to prevent costly future repairs. Please read it carefully. A little time invested now means the preservation of your new home investment for many tomorrows.

All approved plans used to complete your home are on file at your local governing agency building department. If you or any contractor or consultant you retain wants to refer to the plans, they are on file for your review. MW Custom Homes will not supply or sell any plans for your use.

Please keep this manual in an easy-to-reach place. Make sure all family members become familiar with their roles in keeping your new home looking young for years to come.



II. ORIENTATION TOUR AND WELCOME HOME WALK

Prior to moving into your new home, your sales representative will establish a date and time for your Orientation Tour. On the scheduled appointment date, a representative from MW Custom Homes will meet with you to conduct the orientation of your home. The representative will tour your home with you and note those items which you believe are unsatisfactory or incomplete on the orientation form. During your Orientation Tour, you should inspect all visible surfaces, and all systems, including electrical, heating, air conditioning and plumbing. Be sure to open and close doors, windows, drawers and cabinets, and test plumbing and lighting fixtures. If you have questions about any item in your new home, ask our representative.

After your home closes escrow, you may pick up the keys to your new home from your sales representative. Your sales representative will then schedule your Welcome Home Walk with your customer service representative to review any pending items from your Orientation Tour. MW Custom Homes will make every effort to repair any remaining items listed on the Orientation Tour checklist within thirty (30) days of your Orientation Tour. However, some repairs may take longer due to bad weather, unavailability of parts, lack of access to your home, or other events beyond our control. To allow us sufficient time to repair orientation items, we ask that you not submit customer service requests until thirty (30) days after the close of escrow, except in emergency cases.

ITEMS NOTED ON ORIENTATION TOUR

The following items will be corrected by MW Custom Homes ONLY IF NOTED DURING YOUR ORIENTATION TOUR:

1. Chipped, cracked, dented or scratched sinks, tubs, shower pans or bath enclosures.
2. Torn, gouged, stained, loose or chipped floor tiles, vinyl, wood, marble, carpeting or other floor coverings.
3. Chipped, cracked, or scratched cabinets, countertops, laminates, ceramic tile, cultured marble or fireplace bricks.
4. Scratched, cracked or broken window glass, mirrors or light fixtures.
5. Scratched or dented appliances.



6. Missing shelves or accessories in appliances, cabinets or medicine cabinets.
7. Missing or damaged windows, doors or screens or hardware attached thereto.
8. Gouged or cracked baseboards, mantels or handrails.
9. Chipped, cracked, scratched, smudged or gouged paint or drywall.
10. Chipped, cracked, loose or missing grouting and caulking.
11. Excessive broken or crushed concrete in driveway or walkway.

III. FIT & FINISH WARRANTY

A LIMITED ONE YEAR WARRANTY

A. DEFINITIONS. Except as expressly provided herein to the contrary, all capitalized terms used in this Fit & Finish Warranty shall have the same meanings as provided in the Declaration for Title 7 and Dispute Resolution Procedures (“Construction Claims Declaration”) recorded against the Covered Properties, including any amendments or supplements thereto.

1. FIT & FINISH COMPONENTS. The term “Fit & Finish Components” shall mean and refer to the following building components: Cabinets, mirrors, flooring, interior and exterior walls, countertops, paint finishes, and trim.

2. WARRANTY CLAIM. The term “Warranty Claim(s)” shall mean and refer to any claim(s) or demand(s) made by Owner under this Fit & Finish Warranty.

B. FIT & FINISH WARRANTY.

1. **WARRANTY.** Builder hereby warrants to Owner the Fit & Finish Components constructed on the Property shall be manufactured, constructed or installed in such a manner as to be free from significant defects or deficiencies which would unreasonably affect the aesthetic quality, as opposed to the functionality, of such components. Such warranty shall be for a period of one (1) year following the Close of Escrow for the Property, subject to the exclusions from warranty coverage specified herein.



2. BUILDER’S WARRANTY OBLIGATIONS. Pursuant to the terms of this Fit & Finish Warranty, and at Builder’s sole and exclusive discretion, Builder will repair, replace or otherwise address Warranty Claims for Fit & Finish Components that Builder determines are warranted, based upon industry standards. When repairing and/or replacing a Fit & Finish Component, Builder will attempt to match the existing component and surrounding area as closely as possible, however, due to inherent shade variations in materials (including, but not limited to grout, carpeting, vinyl, hardwood, marble, natural stone or ceramic tile) and inability to match existing materials (e.g. discontinued products), an exact match is not guaranteed or warranted. The terms and provisions of this Fit & Finish Warranty are not and shall not be interpreted to constitute an “enhanced protection agreement,” as defined in Section 901 of the California Civil Code.

3. OWNER’S WARRANTY OBLIGATIONS.

(a) Inspections. During any walk-through inspection(s) of the Property, Owner will be required to note all visible defects or deficiencies to the fit and finish. As of the date of the final walk-through inspection, Owner agrees that there are no visible fit or finish defects or deficiencies in the Fit & Finish Components, except as Owner may note on the walk-through inspection report(s).

(b) Customer Service Program. Warranty Claims shall be resolved through the Customer Service Program and Owner shall contact Builder’s customer service department regarding any Warranty Claim. The procedures for processing a service request, claim or complaint through the Customer Service Program are contained in Part IV of the Homeowner’s Manual.

(c) Affirmative Defenses. Owner acknowledges that certain actions of Owner may preclude a Warranty Claim from being covered under this Fit & Finish Warranty, as provided in Section C below, even if such Warranty Claim would otherwise generally be covered, and Owner understands the importance of providing timely notice of any Warranty Claim, cooperating with Builder during inspections and following maintenance recommendations, procedures and schedules as further provided herein.

(d) Obligation to Provide Maintenance Records. Owner agrees to provide any subsequent purchaser of the Property with a copy of this Fit & Finish Warranty. Further, Owner shall maintain full and complete copies of all documents received from Builder relating to maintenance of the Property and any warranty information, including, but not limited to: (a) the Homeowner’s Manual, (b) the Homeowner’s Maintenance Requirements and Schedule, (c) the Product Information as defined in Section D hereinbelow, (d) all other maintenance and preventative maintenance information, (e) any manufactured products’ maintenance, limited warranty or other



warranty information, (f) other contractual warranties, (g) other documents relating to maintenance of Owner's Property, (h) records of any repairs or other work performed on Owner's Property by Owner or Builder, and (i) any other documents Builder has provided pursuant to California Civil Code Section 912) (collectively, the "Maintenance Records"). Upon sale of Owner's Property, Owner shall provide copies of the Maintenance Records to the subsequent purchaser of the Property.

C. AFFIRMATIVE DEFENSES. The following actions shall constitute affirmative defenses and Builder will be excused, in whole or in part, from any obligation, loss or liability under this Fit & Finish Warranty if Builder can reasonably demonstrate any of the following affirmative defenses in response to a Warranty Claim:

1. Owner's Unreasonable Failure to Prevent Damages. The damage to the Property resulting from a problem or condition may be progressive and worsen with time. The failure of the Owner to give timely notice to Builder of any Warranty Claim and to allow for timely access for inspections and repairs will act as an affirmative defense.

2. Owner's Failure to Follow Maintenance Obligations. A home must be continually maintained to perform well. It is Owner's responsibility to perform, or have someone perform on Owner's behalf, all necessary maintenance. Builder has provided to Owner the Homeowner's Manual that includes such necessary maintenance recommendations, procedures and schedule and Owner should carefully review such information. The failure of Owner to follow Builder's maintenance requirements, manufacturers' recommendations for care and maintenance, or any other commonly accepted homeowner maintenance obligations will act as an affirmative defense.

3. Other Affirmative Defenses. Any act, failure to act, event or condition that is included among the affirmative defenses specified within California Civil Code Section 945.5 will act as an affirmative defense.

D. EXCLUSIONS FROM COVERAGE.

1. EXCLUDED WARRANTY CLAIMS. The following Warranty Claims are specifically excluded from coverage under this Fit & Finish Warranty and Builder shall have no obligation to repair, replace or otherwise address any of the following:

(a) Defects in Other Components. Damage to Fit & Finish Components caused by defects in other components governed by Title 7, Part 2 of Division 2 of the California Civil Code (Sections 895 et seq.). Claimed Defects are not covered under this Fit & Finish Warranty and shall be resolved in accordance with the procedures described in the Construction Claims Declaration.



(b) Damage by Owner. Damage done to any part or element of the Property by Owner or Owner’s agents, whether or not accidental, is not covered. This includes, but is not limited to, cosmetic and surface damage such as chips, cracks, scratches, dents, tears, gouges, stains, smudges, and any damage caused by Owner and/or Owner’s employees or agents, including such damage caused during an Owner’s moving in or out of the Property.

(c) Failure to Promptly Notify. Losses resulting from Owner’s failure to notify Builder promptly of a Warranty Claim and within the one (1) year warranty period are not covered. Any damage resulting from delayed notification or Owner’s failure to take protective measures is Owner’s responsibility and is not covered.

(d) Ordinary Wear & Tear; Improper Maintenance. Damage due to ordinary wear and tear, misuse, neglect, lack of proper or timely maintenance, or failure to take appropriate corrective measures is not covered. This Fit & Finish Warranty excludes damage to the Property, or any part or element of the Property, caused, in whole or in part, by Owner’s failure to perform necessary maintenance or cleaning of the Property. For purposes of this Section, “necessary maintenance” shall include, but is not limited to, the maintenance requirements and maintenance schedule contained in Parts V and VI of the Homeowner’s Manual.

(e) Work Done by Owner. Defects in the Fit & Finish Components which result from, or are related to, any work performed and/or labor or material furnished by Owner, or Owner’s agents, employees or contractors including, without limitation, any installation, modification, attempted repair, addition, alteration, remodeling or other work performed on the Property, are not covered.

(f) Manufacturer and Product Warranties. Defects covered by any manufacturers’ or other warranties are not covered. Builder will provide Owner with maintenance procedures, maintenance schedules, maintenance recommendations, and limited warranty information (“Product Information”) for the Products installed in the Property, which is contained in Part IX of the Homeowner’s Manual.

(g) Alteration of Grade; Excessive Watering and Dampness. Any defect or damage caused by, or arising from, alteration of the original grade and swales, drainage patterns through landscaping or additional structures or flatwork, including but not limited to, water damage or under house water due to improper or excessive irrigation is not covered. In addition, excessive watering of the ground of the Property or adjacent property by any party other than Builder or its employees, agents or subcontractors, or dampness or condensation due to Owner’s failure to maintain adequate ventilation of the Property is not covered under this Fit & Finish Warranty.



(h) Expendable Items. Expendable items which have been installed in the Property such as light bulbs, fluorescent lights, and weather stripping are not covered.

(i) Natural Characteristics of Materials. Damages or defects which are the result of characteristics common to the materials used, including, but not limited to, swelling, warping, discoloration or deflection of wood, shrinkage, twisting, fading and brittleness of molding, finish trim, cabinets, hardwood floors, exterior wood and trim, fading, chalking and checking of paint due to exposure to sunlight or the elements, swelling or staining from irrigation or rainwater, shrinkage cracks in concrete and stucco, cracks due to drying and curing of concrete, stucco, drywall, bricks and masonry, drying, shrinking and cracking of grout, caulking and weather stripping, or settling in of the structure, or conditions arising from normal expansion and contraction of building materials are not covered. Please refer to the Homeowner's Manual for further details.

(j) Pests and Animals. Pest, insect or rodent infestation or invasion or any damage to the Property resulting from pest, insect or rodent infestation is not covered by this Fit & Finish Warranty. Damages caused by animals, including pets and wild animals, insects, or vermin are not covered.

(k) Unforeseen Acts; Acts Beyond Builder's Reasonable Control. Loss or injury due to "acts of God" including, but not limited to, storm, fire, flood, earthquake, wind, or other weather condition; any manmade events such as war, terrorism or vandalism; and any damages due to terrorists, riot, insurrection, war, catastrophe, acts of public enemy, or other causes beyond Builder's reasonable control are not covered.

2. OTHER EXCLUSIONS.

(a) Consequential Damages. Any incidental, consequential or secondary damages or losses of any kind whatsoever that may arise from or out of, in whole or in part, any conditions warranted by this Fit & Finish Warranty, including, but not limited to, personal injury or damage to personal property, loss of use, mental pain and suffering, emotional distress, medical, hospital rehabilitation or other incidental or consequential damage, loss of use, loss of wages, inconvenience or diminished market value, are expressly excluded from this Fit & Finish Warranty.

(b) Costs Of Repairs or Other Work. Builder is not required to reimburse Owner for any repairs or other work completed on the Property by Owner or Owner's agents, including any Fit & Finish Component, and such costs are expressly excluded from this Fit & Finish Warranty.



(c) Pollutants. Any damages or costs arising from or connected to, in whole or part, the actual, alleged or threatened proximity, discharge, dispersal, release, escape, clean up, removal, treatment, containment or monitoring of pollutants, solid, liquid or gaseous irritants, contaminants or hazardous materials including, but not limited to, petroleum products, radiation, electromagnetic fields (EMF's), smoke, vapors, soot, fumes, acids, alkalides, toxic chemicals, radon gas, mold, mildew, fungi, and waste materials, including materials to be recycled, are expressly excluded from this Fit & Finish Warranty.

E. DISCLAIMER OF UNSTATED WARRANTIES.

THIS FIT & FINISH WARRANTY IS THE ONLY WARRANTY BUILDER PROVIDES THAT IS APPLICABLE TO OWNER'S PROPERTY. NO OTHER UNDERSTANDINGS, PROMISES, AGREEMENTS OR COMMITMENTS, WHETHER ORAL OR WRITTEN, AND WHETHER MADE BY BUILDER OR ANY EMPLOYEE, AGENT OR CONTRACTOR OF BUILDER, EXIST. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY EXPRESSLY DISCLAIMED.

F. DISPUTES.

In the event any Dispute should arise between Builder and Owner with respect to this Fit & Finish Warranty, including, but not limited to, any repair conducted pursuant to this Fit & Finish Warranty, Owner shall have the right to submit the Dispute to, and such Dispute shall be governed by the Claims Process and Dispute Resolution Procedures specified in the recorded Construction Claims Declaration.

IV. CUSTOMER SERVICE PROCEDURE

Our goal at MW Custom Homes is to respond to your requests in a timely, efficient manner. To facilitate the customer service process, PLEASE READ CAREFULLY.

1. In order to handle your requests in an organized and efficient manner; please use only the request forms provided in the Homeowner's Manual or available on our website.
2. On the service request form, briefly explain your concern, one item per line.
3. Items noted on your new home orientation form or on previous customer service requests should not be listed again.



REQUEST FOR SERVICE

Requests for service should be submitted on MW Custom Homes' Customer Service Request forms. Please fill out the Customer Service Request form completely, including your telephone numbers at home and at work, and any other pertinent information necessary for us to schedule and perform repairs. Use of these forms will expedite the processing of your service request and completion of the repair work. For your convenience, the Customer Service Request forms are available on our website at mwcustom.com and can be forwarded electronically.

All requests for service are processed in the order received, except requests of an emergency nature. For questions regarding the status of service repairs, please call, write or email our Customer Service Department.

SCHEDULING REPAIRS

Once our Customer Service Department receives your written request for repairs, a MW Custom Homes representative will inspect your home. Work orders will be sent to the appropriate subcontractors who will contact you for an appointment. It is your responsibility to provide access to your home for repair work Monday through Friday during regular business hours.

COMPLETION OF NEW HOMEOWNER ORIENTATION LIST

MW Custom Homes will attempt to repair Fit and Finish items and covered defects listed on your New Home Orientation Tour checklist within 30-days of your orientation tour. However, some repairs may take longer due to weather conditions, unavailability of parts, lack of access to your home or other events beyond our control.

After Move-in: After occupancy, certain adjustments or repairs may be required. Please contact customer service in writing to report any problem. In the case of an appliance malfunction, please refer to the manufacturer's instruction book before contacting anyone. Our subcontractors provide service during normal working hours, WEEKEND AND EVENING CALLS ARE AT YOUR EXPENSE.



EMERGENCY SERVICE

Requests for service will be acceptable by telephone only in the case of an emergency. An emergency is defined as a situation that seriously threatens your home, its occupants, or both, such as (1) major electrical failure or short-out, not caused by utility company failure, (2) plumbing leaks in the walls, floors and ceilings, (3) complete sewage backup or (4) gas leaks. In case of an emergency, you should telephone the appropriate subcontractor directly. If you are not able to reach the subcontractor, or you do not know the identity of the subcontractor, call MW Custom Homes' Customer Service Department.

In the event the emergency occurs after normal working hours or on a weekend and the problem is such that it threatens the health or safety of any occupant, or personal property is damaged to such a degree that immediate action must be taken on your part, PLEASE DO THE FOLLOWING:

1. Call the telephone number noted on your Subcontractor Call List pertaining to the related subcontractor. If you are unable to reach a subcontractor, contact MW Custom Homes' emergency number or call a local licensed contractor.
2. Any invoices presented to you by an outside contractor must show a detailed description of the direct cause of the problem.
3. If the contractor's description indicates that the problem may have been caused by either a construction defect or faulty workmanship by MW Custom Homes or its subcontractors, you may submit the invoices to MW Custom Homes Customer Service for review for reimbursement.
4. Please keep all parts for proof of defect. Telephone MW Custom Homes' Customer Service Department to arrange for one of our representatives to pick up the invoice and parts.

Again, let us re-emphasize that if any "emergency" work requested by you of our subcontractors or other licensed contractor proves to be the fault of the homeowner, it will be your responsibility to pay for all repairs, service charges, etc. Outside contractors usually require payment for services rendered upon completion of the work. If such work meets the criteria as outlined above, please forward a copy of your paid invoice to MW Custom Homes for possible reimbursement.



SERVICE REQUEST PROCEDURE

To help you enjoy and care for your new home; we have provided for your convenience some of the sub-contractors with phone numbers that helped complete your home. Should you need information from any of the listed sub-contractors, please call them directly. For any service, we require you to note your concerns on a Customer Service Request and mail, fax or email it to our Customer Service office. If you have an emergency, you should telephone the appropriate sub-contractor, however if the sub-contractor cannot be reached, call MW Custom Homes' Customer Service Department.

SUBCONTRACTOR CALL LIST

	Subcontractor	Phone No.	Email
Appliances			
Cook top/Range			
Dishwasher			
Disposal			
Oven			
Electrical			
Floor Coverings			
Carpet			
Tile/Granite			
Wood			
Laminate	(PLEASE SEE PRINTED FORM SUPPLIED)		
Garage Door Opener			
Heating/Air Conditioning			
Furnace			
Compressor			
Homeowner's Association Management Company			
Plumbing			
Warmington			

Project _____ Tract _____ Phase _____ Lot _____

Address _____ Move in Date _____



EXTERIOR COMPONENTS

DECKS AND PATIOS

Keep decks clean and free of dirt and debris so that the decks will not become slippery, and the drains will not become plugged during storms. Deck drains (if any) should be flushed with a garden hose prior to the start of each rainy season and periodically during the season. Overflow drains should be inspected to ensure that they are not clogged with leaves or other debris. Potted plants should not be placed directly on the deck surface. They should be placed on stands or spacers to allow air to circulate underneath. Plant stands with metal legs should be avoided to protect the deck surface from penetration by the metal legs.

Decks need to breathe, even decks with synthetic coatings. Do not place non-breathable coverings (such as indoor/outdoor carpeting) over wood and synthetic decks. This will void any manufacturer's warranty.

DOORS

You should plan to perform periodic maintenance on all exterior doors, whether they are painted, oiled or varnished. If cracks appear, they should be repaired to prevent further deterioration or water intrusion. If your house has wood trim around the exterior doors and windows, this trim should be inspected for gaps and caulked annually to prevent water leaks.

Outside doors are subject to greater fluctuations of temperature than interior doors. Both the front and rear doors of your home are provided with weather-stripping. Check weather-stripping annually and replace as necessary. Sometimes the weather-stripping on outside doors may "sing" in a high wind. It may be necessary to adjust your weather-strip a little tighter. This will become apparent if it "sings" easily or if you can see light around the door.

Check the rubber part of the door bottom to make sure it sets against the threshold and either adjust it as needed or replace if necessary.

If your door seems loose or rattles while closed, adjust the strike plate by taking a slot screwdriver and bending the metal tab of the strike plate that is screwed to the doorjamb toward the opening. This may need to be done with seasonal weather changes.



Keep threshold weeps and other drainage paths clean and free of obstructions and debris. If exterior door trim and joints between the doorframe and the exterior wall surface are caulked, inspect caulking annually and re-caulk (including the threshold) as necessary to maintain a weather-tight seal.

DOORSILLS

Patio sliding doors should have their tracks (bottom sill) swept and vacuumed monthly. The weep holes that allow water to drain from the track should be inspected and cleaned as needed. Dust and dirt build-up in slider tracks will interfere with the proper operation of the small wheels that the door slides on.

Sliding glass doorsills may be affected by efflorescence when water is drawn through the stucco below the doorsill and evaporates, leaving chemical deposits that can deteriorate or corrode the sill. A solution of vinegar and water should be sprayed on stucco below the slider sill to help neutralize the alkaline content in the stucco. This will also help minimize efflorescence or electrolysis.

There are several precautions you should take to minimize the conditions that cause corrosive reactions:

1. Make sure any landscaping which requires a great deal of water is not planted near any aluminum doors.
2. Do not cover any of the stucco beneath the aluminum door with soil during landscaping.
3. When pouring a patio next to a sliding door, make sure a vapor barrier is installed between the stucco and patio concrete.
4. Repair any irrigation leaks near sliding doors as soon as possible.
5. Reseal the exposed stucco areas beneath all sliding doors with a quality grade water sealant at least once a year.



GARAGE DOORS (SECTIONAL)

All mechanical devices require periodic service or maintenance, and garage doors are no exception.

The amount and frequency of preventive maintenance required depend on the type of door, the frequency of operation, the geographic location and the surrounding environmental conditions. Preventive maintenance should be performed at least every six months and more frequently if conditions warrant.

Unless you are experienced in the maintenance and repair of garage doors, the maximum amount of maintenance you should undertake is lubricating moving parts and inspecting certain components for tightness.

Repairing springs and cable is a dangerous procedure and may cause physical injury if improperly performed. This should be performed only by qualified door service personnel.

Here is some important safety information for you to follow:

1. Operate the door only when properly adjusted and free of obstructions.
2. The door is constantly under extreme spring tension. Repairs and adjustments, especially to cable and spring assembly, can be hazardous and should be performed only by qualified door service personnel.
3. Do not permit children to play with garage door, push buttons or electric controls.
4. Avoid standing in open doorway at any time or walking through doorway while door is moving.
5. Should the door become hard to operate or completely inoperative, call a qualified door company for repair.
6. Periodically inspect the door for paint damage and repaint as necessary.
7. Do not paint the track, rollers, hinges, lift cables, springs or locks.



GUTTERS AND DOWNSPOUTS

Protect your home's gutters by inspecting them seasonally. Clean them at least once a year or after leaves fall on your roof. Make sure all gutters and downspouts are kept clear of debris. Corners and joints should be checked and repaired at the same time, using readily available commercial sealers. If you prefer, professionals can be called to handle such maintenance.

Clogged gutters may cause water to run over the sides instead of through the downspouts. Downspouts are placed to carry water to the ground and into extensions, which direct the flow of water away from the foundation of the home. These extensions are for the protection of excessive moisture penetration at the foundation and should discharge outside of rock or bark beds so that water is not dammed behind the edging materials. Sometimes during a rainstorm, all of the water will not go into the gutters but may go in front or behind the gutters. This is normal and not a defect.

PAINT AND STAIN

It is important to observe the condition of painted surfaces on a periodic basis. An annual inspection is recommended. Paint first begins to show signs of wear in limited areas.

Maintenance and touch up should be undertaken before paint degradation proceeds too far. Proper maintenance can significantly extend the life of the overall paint job.

You should also inspect exterior surfaces to determine if mildew or fungus growth is occurring. Mildew and fungi that affect exterior surfaces may be difficult or impossible to avoid in some particularly moist and cool locations. Any growth of these organisms should be addressed by the proper cleaning and application of products that will kill the organisms or retard their return. This should be done promptly upon observation of mildew or fungi, because once established, these organisms are difficult to control or eradicate. If you observe significant condensation on exterior surfaces (usually at windows and cool exterior walls), an effort should be made to find the right balance of natural and mechanical ventilation to minimize the problem.



PAVERS

When washing down pavers, spray at an angle and avoid directing water between the joints as this may dislodge the sand. You will need to occasionally apply a paver sealer to minimize the possibility of staining.

SIDING

You are responsible for maintaining the siding system in a sound, water-resisting condition. This includes painting the siding on a regular schedule (as provided in the manufacturer's recommendations), re-caulking joints periodically, and making sure that exposure to earth, paved surfaces and water are properly controlled.

It is important to observe the condition of painted siding surfaces on a periodic basis. An annual inspection is recommended. When paints begin to show signs of wear, this often first occurs in limited areas. Undertaking maintenance and touch up painting before paint degradation proceeds too far will significantly extend the life of the siding system.

You should maintain appropriate clearances between siding and earth or paving. When landscape improvements are installed, care should be taken to maintain the original clearances. It is also your responsibility to maintain systems that can adversely affect siding, such as sprinkler head spray patterns that cause irrigation water to spray directly onto siding.

STUCCO

In all new homes, surface hairline cracks usually develop during the first 24 months of seasoning of the building. These are not structural flaws and are usually found around window and door openings where large timbers are used.

Note: Do not alter the finished grades around the perimeter of the house. Undrained, wet soil can cause foundation movement, which could result in stucco cracking. If your house has wood trim around the windows and exterior doors, this trim should be inspected for gaps and caulked annually. Any old caulking should be removed completely before re-caulking the area.



STUCCO STAINS AT FOUNDATION

Rain can cause dirt and debris to splash against the stucco, which may cause staining. They are sometimes caused by elements in the soil, such as iron oxide. Delaying installation of your landscaping will increase the likelihood of this staining. It is your responsibility to take the necessary steps to protect your stucco from discoloration.

WALKWAYS AND DRIVEWAYS

All concrete and masonry products will crack or flake to some degree due to the natural characteristics of the materials, and due to the expansion and contraction of the structure or underlying soils. It is not possible to eliminate all cracks in concrete and masonry. Climate conditions, drainage patterns, sun exposure, landscape planting, proximity of irrigation and soil conditions are all factors that affect the expansion and contraction of concrete and masonry. Hairline cracks in concrete and masonry less than 1/8" in width or vertical displacement are normal. These cracks do not indicate a structural problem or improper installation.

The finished color and texture of concrete and masonry products are affected by temperature, humidity, and material composition, all of which will vary slightly. If repairs are made, the color and texture of the concrete and masonry may differ from the surrounding area. This variation in color and/or texture does not affect the strength or quality of the concrete or masonry and is not considered a defect.

Concrete driveways are not designed to withstand heavy trucks; especially moving vans or concrete trucks (should you have a concrete patio poured or pool constructed). To protect your driveway and any other concrete flatwork, do not allow heavy vehicles on it.

WINDOWS

Aluminum-Framed Windows and Doors:

Your home's aluminum-framed doors and windows are self-weather-stripped, designed to minimize maintenance. To keep them in top working order, vacuum the tracks periodically. The tracks can be kept in smooth working order by lubricating them with silicone lubricant sprays, obtainable at hardware stores. Oil is not recommended because it attracts dust and lint. Be sure the weep holes are kept open to allow the water to drain outside.



Dual-Pane Windows:

Inspect for broken or breached window seals in dual-pane windows at least annually. Windows with broken or breached seals are easily identified by having a moist, foggy, or filmy condition between the two panes of glass. When this condition exists, the insulating value of the window is greatly diminished. The only repair is to replace the glass.

Vinyl Windows:

The vinyl windows in your home are designed to provide trouble-free operation for many years. You should lubricate the wheels yearly and regularly clean the lower sill channel. When cleaning the frames, use only a mild soapy solution, rinsing with clean water. **DO NOT USE STEEL WOOL, ABRASIVE CLEANERS, SOLVENTS OR CORROSIVE MATERIALS.**

WINDOW TINTING

Dual-Pane Windows:

Tinting of windows may damage the insulating seal used in the window or door and will void the manufacturer's warranty.

WINDOW SCREENS

Screens have been installed in all window openings for the moveable window only. Window screens are designed to fit loosely in the opening for ease of removal to clean and for the purpose of preventing insects from entering your home when the window is open. Screens have little structural strength and have not been designed to deter or prevent humans or animals from entering or exiting through windows. Therefore, all precautions should be taken to prevent a child or animal from possibly falling through these screens.



WOOD BEAMS OR POSTS (EXTERIOR)

It should be noted that exposed wood posts and beams are a natural material and are thus subject to splitting and may contain knotholes. This is considered normal. Exposed lumber is subject to moisture and will expand and contract according to moisture levels in the air. Splitting is usually not considered a structural concern, but more of an appearance issue. You should conduct annual inspections of all exterior wood materials. Should any splitting in the beams be observed, you can fill the split with any number of commercially available wood fillers. If significant dry rot is observed, a structural specialist should be consulted to see if the beam or post needs replacing.

FLOORS AND CEILINGS

Floor Squeeks

A squeak-proof floor cannot be guaranteed due to seasonal weather conditions that cause the frame to expand and contract. Therefore floor squeaks are considered a homeowner maintenance item. Installing a screw into the wood floor joist through the plywood floor sheathing will generally eliminate a floor squeak. The wooden sub floors on the second story will have a certain amount of flex and deflection. This is a normal occurrence in a wood framed structure.

Floor Systems

All wood floor systems must meet the minimum requirements for floor deflection (up and down movement) that are set forth in the Building Code. Household items such as waterbeds, pool tables, and weight lifting equipment can cause significant floor deflection, although the house was built in accordance with the Code. Most houses have a concrete slab first floor and a wooden second floor. It is best to keep heavy items on the first floor, if possible, particularly if the first floor is a concrete slab.



GARAGE AND ATTIC TRUSSES

The garage and attic trusses are designed to support the weight of the roof and ceiling and not the weight of anything else. Storing household goods in these areas can result in sagging of the roof or possible collapse of the roof. If you wish to use this space for storage, you should consult with a structural engineer to determine if additional reinforcement is necessary.

FOUNDATIONS

Concrete

All concrete and masonry products will crack or flake to some degree due to the natural characteristics of the materials and due to the expansion and contraction of the structure or underlying soils. It is not possible to eliminate all cracks in concrete and masonry. Climate conditions, drainage patterns, sun exposure, landscape planting, proximity of irrigation, and soil conditions are all factors that affect the expansion and contraction of concrete and masonry. Hairline cracks in concrete and masonry less than 1/8" in width or vertical displacement are normal. These cracks do not indicate a structural problem or improper installation. Minor cracks in concrete floors are common.

Efflorescence:

Efflorescence on concrete surfaces is considered acceptable. This condition often occurs when one of the ingredients in the cement reacts with moist air. If you consider it unsightly, it can be removed with a brush and water. For more stubborn areas, brush area with a mixture of one cup of white vinegar to a bucket of water.

Sulfates:

You should not use fertilizers that are high in sulfates near foundations.



POST-TENSION SLAB

Your house may be constructed on a post-tension slab. Post-tensioning provides constant tension throughout your slab by means of an engineered grid pattern of cables or tendons. It is important that the integrity of these cables not be disturbed. If by chance, you or a contractor you hire should penetrate the slab, please do not touch or damage the cables. Severing the cables may cause extensive damage or serious injury.

SOIL CONDITIONS

Some soils are highly expansive and may rise and fall vertically from dry condition to moisture saturated condition. It is important to maintain uniform moisture conditions in the soil around your home to prevent one portion of your foundation from moving more vertically than other portions. The foundation will bend under such conditions. This does not damage the foundation, but other components of your home, such as brick and sheetrock, will not bend with the foundation and will show cracks. To prevent and minimize this, please adhere to the following recommendations:

1. It is your responsibility to maintain and keep positive drainage of water away from your foundation and not to allow water to pool on your lot. This will prevent unequal expansion of the soil around your foundation and help prevent cracks in brick, sheetrock, or other home components.
2. When your home was completed, the earth around the outside of your home was graded so that it slopes away from the foundation, in accordance with drainage requirements set forth by local governmental agencies, providing positive water drainage away from your home. Oftentimes, swales or drainage ditches are provided to make certain water drains away from your home and off your lot to either the street or a drainage device. It is your responsibility to maintain the swales and ditches and to not allow these swales to become filled by soil erosion or grass sodding.
3. Always take into consideration the necessity of minimal irrigation and water draining positively away from the house, while making landscape improvements. Avoid creating unequal soil moisture conditions around the foundation by creating water traps. This can happen near concrete borders, walks, brick planter borders or metal flowerbed edging, all of which may create a water dam a short distance from the foundation.



4. It is important to water evenly – and not to excess – around your entire foundation to minimize the soil contraction – and consequent foundation movement. This watering should be done every three to five days. When you fail to maintain proper irrigation, large cracks can occur in the soil. This contraction is caused by lack of moisture. The soil beneath your foundation is protected from the sun’s rays and drying winds and retains its moisture. Consequently, your inner foundation will tend to maintain its height level constant while your outside walls fall in relation to the inner soil.
5. Inspect brick, sheetrock, or other home components regularly for cracks. Should they occur, study your lawn and landscape drainage for possible cause and solution. If appropriate, correct the drainage problem and then allow three-to-six months before repairing cracks. Most cracks will become smaller after soil moisture equalizes itself under proper drainage conditions.

GROUNDNS

Curb Coring

If you install a subsurface drain system, you may be required to acquire a permit from the city or county. This permit will probably authorize you to install up to a maximum of 3 1/2-inch diameter pipe cored through the curb face 3/4-inch above the gutter flow line. Check with your local governing agencies to verify correct procedures, type of material and size.

Drainage

The finished grade along the foundation must slope a minimum of ¼ inch per 1-foot away from the foundation to allow for proper drainage.

- It is recommended that you install drip irrigation along the foundation for better water control. This will eliminate any over-spray onto the house or concrete foundation.



- “ Periodic inspections of the irrigation system, materials, and slopes are necessary for proper and adequate maintenance.
- “ If rain is forecast, you should put the irrigation controller on “RAIN” setting.

EASEMENTS

You need to make yourself aware of any and all easements within your property before beginning any improvements. If such improvements (like pools, patio decks, fences) above or below-grade are within any such easements, you need to check with your local utility companies to determine what is permissible.

FENCING (WROUGHT IRON)

If wrought iron fencing has been installed at your new home, it will perform better and enhance the beauty of your home if properly maintained. All iron surfaces are subject to rust. Great care has been taken to coat this iron surface with a decorative rust inhibitor. Constant maintenance will be required to prevent rust from deteriorating your wrought iron. Required maintenance will vary due to climate, contact with sprinklers, plant growth cover, pool or ocean proximity, or types of applications and materials used. A reputable paint store can advise you on methods to properly protect your iron.

LANDSCAPING

Frequently, landscaping is done that changes the established drainage pattern which, in time could result in damage to your property or that of your neighbor. When preparing your patio landscaping or flowerbeds and yards for shrubs, fences and lawns, keep in mind that water should never stand around the foundation of your home or garage.

Caution also should be exercised in installing patios and fences. Water must at all times adhere to the drainage pattern that has been established for your protection. Prior to the installation of any fences, patio extensions, outdoor barbecues, etc., check with your local Department of Building and Safety, your homeowners association (if applicable) and local utility companies for structures within their easements and to obtain necessary permits.



To maintain proper drainage, remember these few simple tips:

- “ If plants are next to the foundation, do not over saturate with irrigation.
- “ Do not dam the water with patio slabs or put planters next to the house unless you have provided extra drainage.
- “ If in doubt, it is always a good idea to discuss your plans with a professional landscape architect.
- “ Make sure that an adequate drainage system is properly designed and installed to effectively remove irrigation or rainwater from your yard.

RIGHT-OF-WAY

Your right-of-way is usually five to twelve feet from the face of the curb (usually in front of your house). Above-grade structures such as planters, fences, block walls, exposed drain outlets or inlets, pilasters, monuments, etc., may not be allowed in the area without an ENCROACHMENT permit or permission from your local governing agencies. BEFORE YOU BUILD OR MAKE ANY IMPROVEMENTS, you should verify the right-of-ways with local governing agencies.

SOILS

There are many types of soils in California, varying from coarse-grained sand and gravel to fine grained silt and clay. Some of the finer grained soils have expansive characteristics which should be of particular concern to you as they relate to such improvements as masonry walls and planters, concrete patio slabs, pools and decking and other concrete or masonry improvements. When the soils become wet, they can expand, causing damage by lifting and cracking the improvements, unless adequate provisions are incorporated during construction of your improvements to control cracks.

When planning improvements, we urge you to contact a professional consultant to check for expansiveness and, if necessary, to design the improvements to compensate for any expansion which might occur.



SLOPE MAINTENANCE (IF APPLICABLE)

In hillside developments, sprinkler systems and planting on slopes may have been installed in specified areas in accordance with the grading ordinance in effect at the time the grading permit was issued. The planting of these slopes is required to protect against soil erosion. Maintenance of all slopes on your property becomes your responsibility at the time escrow closes. You must also control rodent and snail infestation to maintain the integrity of your slope.

You may supplement the sprinkler system or the planting of your slope to harmonize with the landscaping theme you desire. If your slope has terraces and down drains throughout the faces of the slopes, they are designed to carry runoff water from the slopes and must be kept clear of all debris, soil and rock, in order to eliminate the hazard of slope wash or pop outs. Remember that it is your responsibility to maintain slopes within your property. If irrigation is required, it should be carefully controlled to avoid over watering, excessive penetration and runoff.

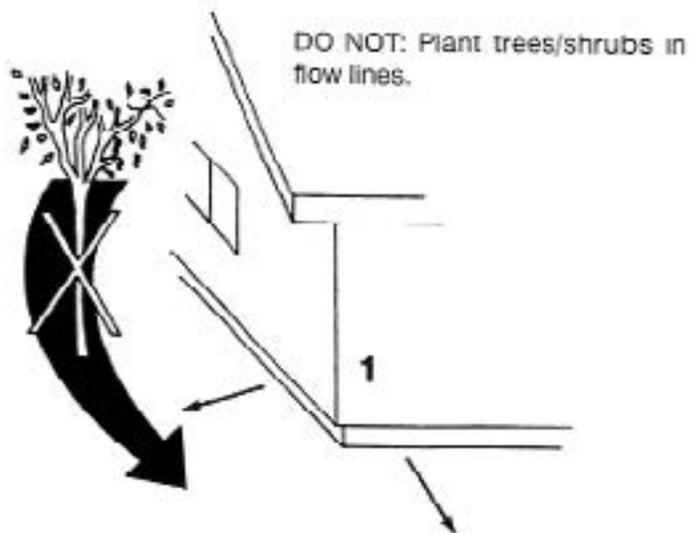
DRAINAGE

To help better understand the importance of how to direct the flow of water; we have provided illustrations for several type of drainage as follows:

DO: If you rototill, re-grade the swale before planting.

DO NOT: Alter the basic pattern of drainage without providing pipe or other alternatives at existing flow lines.

DO: Keep soil approximately 6" below floor level and sloped away from house.



DO: Always slope concrete away from house.

DO NOT: Retain water against house behind walks or walls.

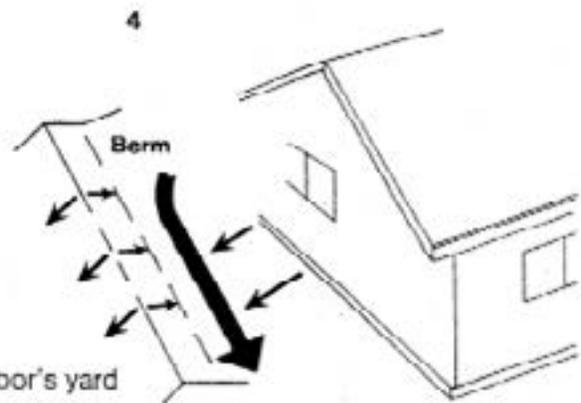
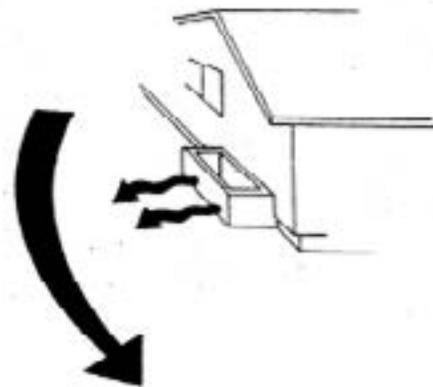
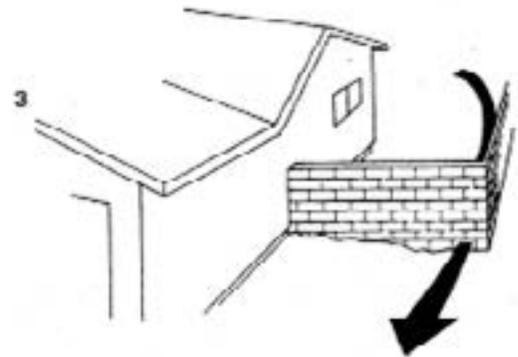
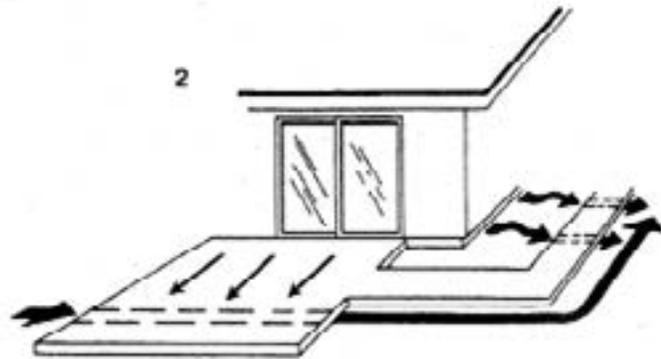
DO: Provide pipe or other means when patios or walks cross flow lines.

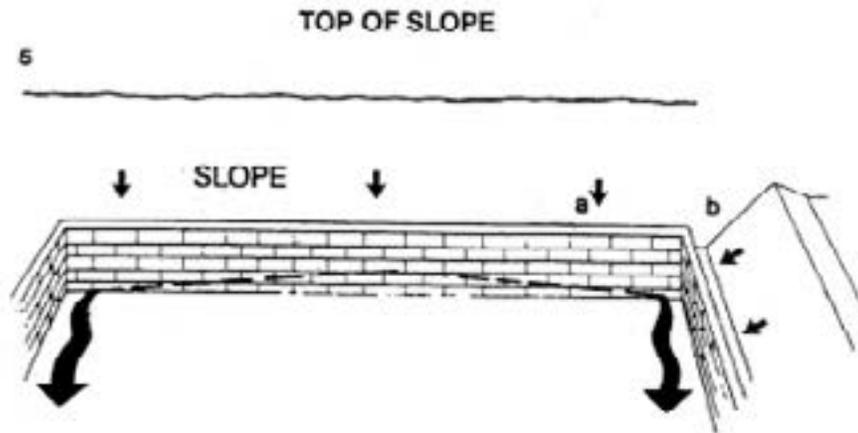
DO: Provide outlet at flow line when fences or walls cross it. (Use a minimum of one 4" diameter or equivalent outlet per flow line on each lot.) If you build a side fence or wall in the swale, your drainage must be kept on your lot.

DO: Provide drainage to flow line at planters.

DO: Provide minimum 3" of waterproofed concrete or masonry at house wall for moisture & termite protection at raised planters.

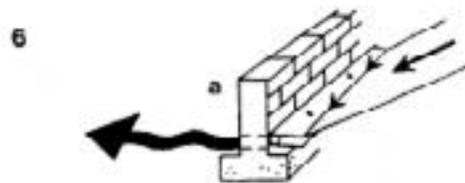
DO NOT: Remove dirt berms at tops of slopes or allow water to flow over slope into your neighbor's yard.



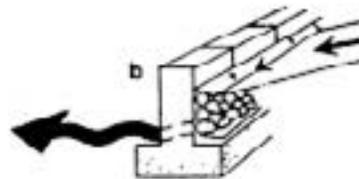


If you build a wall at the bottom of a slope, including association owned slopes, runoff must not be blocked. Provide drainage behind wall to outlets which connect to positive flow lines or pipes to the street

Place visqueen against wall before backfill-slope dirt to 3" outlets. Concrete gutter recommended.



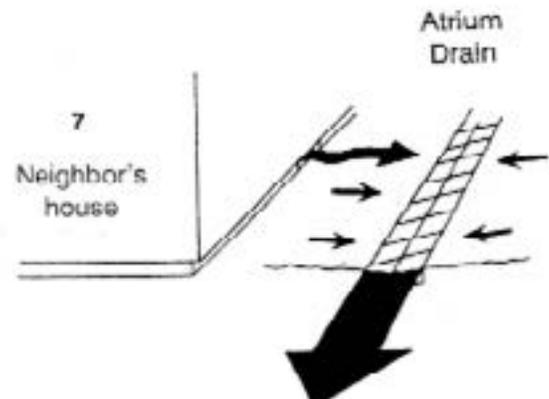
Minimum 3" perforated pipe laid in visqueen and sloped to 3" outlets – backfill with rock. Use where retaining earth against wall.

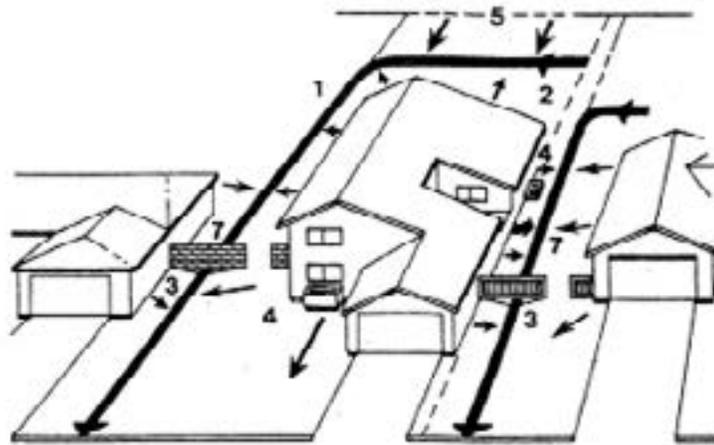


DO NOT: Alter concrete swale.

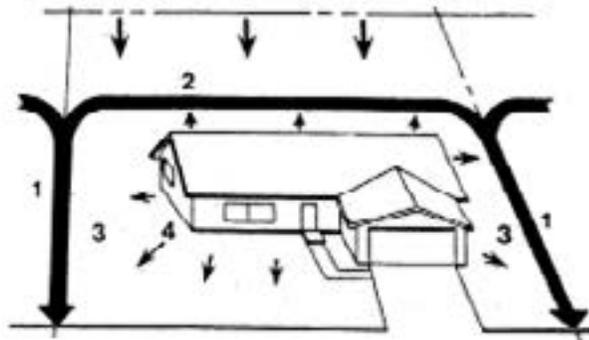
DO NOT: Raise dirt grade against neighbors house.

DO NOT: Block neighbor's Atrium drain.

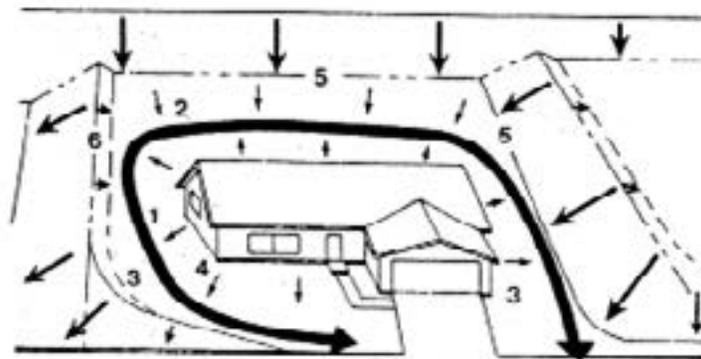




Typical drainage conditions for patio homes with side yard easements



Typical drainage conditions for lots with common swales



Typical drainage conditions for lots with slopes



INTERIOR COMPONENTS

Appliances

Be sure to register all appliances with the manufacturer. Read and follow the manufacturer’s operating instructions. Before making a service call, follow the Trouble Shooting Guide found at the back of most owner’s manuals for the appliance.

When you need service, you will need to provide the product’s model and serial number. As a handy reference, fill them in on the chart below.

HOMEOWNER APPLIANCE CHART

Appliance	Model	Serial #	Dealer/Mfg.
Cook Top			
Dishwasher			
Garbage Disposal			
Microwave			
Over/Range			
Water Purifying System	(PLEASE SEE PRINTED FORM SUPPLIED)		
Washer			
Dryer			
Refrigerator			
Air Conditioner/Compressor			
Garage Door Opener			
Heater/Forced Air Unit			
Hot Water Heater			



Cabinets

Wood cabinets receive a finish similar to that used on fine furniture, so give them the same care and treatment. Washing with water will damage their finish and luster. Follow the manufacturer's recommended maintenance procedure.

Note: Avoid exposing cabinets to heat or steam such as from a coffee maker, rice cooker, toaster oven or toaster. Heat or steam from any source may dull or cloud the finish. Heat from the oven may delaminate Thermafoil cabinets.

All wood is obtained from trees, which are subject to many different climate changes. Therefore, grain color variations in stain-grade wood is normal. When wood is stained, the stain is absorbed differently, depending on the hardness of the grain, which varies in each piece of wood. These variations are very evident on light-colored stains and are considered normal.

While lower cabinets rest on the floor, upper cabinets are hung from a wall using screws or nails. By stacking heavy dishes and glassware in upper cabinets, you can load the cabinet beyond its capacity. This can result in sagging shelves, or worse yet, detachment of the cabinet from the wall. Heavy china and cookware should always be placed in the lower cabinets. In a related item, cabinet drawers are often overloaded and then pulled out too far. This action may result in the guide being snapped off at the back of the cabinet drawer.

Cabinet Hinges and Drawer Guides

Self-closing hinges used on your cabinets may require a drop of lubricant occasionally to reduce friction and operate more quietly. Metal drawer guides should be lubricated with a light lubricating oil every two years.

Ceiling Fans

Light fixture boxes in the ceiling are not designed to carry the weight of a ceiling fan. Ceiling fans have a special mounting box that requires a different mounting system than a typical light fixture box. If a ceiling fan is hung from a light fixture box, the vibration of the fan and the weight of the fan may cause the box to rip out of the ceiling. Ceiling fans also have special electrical connection requirements that differ from ordinary light fixtures.



Closets and Closet Doors

You will find that your new MW Custom Home has ample, carefully arranged closet space. To escape from full-width doors swinging into the room area and restricting furniture placement, some closets have been fitted with sliding doors. These doors have excellent hardware and should give you long, trouble-free service. Rollers and the track should be lubricated occasionally to keep the doors operating smoothly and quietly.

Do not overload closet poles with heavy clothing or too much clothing. This will cause the pole to deflect and pull out of the rosette.

COUNTERS AND VANITY TOPS

Ceramic Tile:

Very little cleaning is required for ceramic tile. It does not need waxing or polishing. Wash it with warm water or a mild soap. Rinse and wipe clean and dry with a soft cloth or sponge.

Grout joints along the countertops, backsplashes and around showers and tubs sometimes open and separate as new homes dry and settle. Such cracks should be repaired with grout material by you as needed. This is an important maintenance measure that should be taken as soon as cracks appear to avoid leaks and water damage.

Separations or cracks in the grout between tiles are easily repaired. Prepared grout is readily available at paint and hardware stores. To repair, scrape out the loose grout, fill with new grout. Wipe any excess off tile or fixtures and allow to dry. Moistening the new grout every hour or so for the first four or five hours after it is in will make it dry to an even color. The grout should be mixed in a shallow vessel or tin can. Any excess material should be thrown in the trashcan. Do not wash excess grout down the drain. You should always follow the manufacturer's instructions located on the grout package or box.

It has become increasingly popular to use colored grouts for glazed tiles. The mineral color pigments used in colored grouts are extremely fine ground. This is necessary for an even dispersion of color. Unlike the more natural grouts used in tile work, colored grouts tend to collect and magnify surface craters and pinholes in the glaze that ordinarily go unnoticed and are acceptable within standard grade tile. None of



these pinholes or craters actually penetrates through the glaze or voids its impervious nature. However, the color pigments can migrate from the joint into the tile body behind the glaze and cause unsightly discoloration. There is no way to ensure against this problem in colored grout. Never use bleach on colored grout. White vinegar is a recommended cleaner for stains on grout.

Note: All tiles will crack or chip if abused with excessive heat or blows from heavy or sharp objects. Damaged tile can be replaced; however, exact color matching most of the time is impossible.

Cultured Marble:

Cultured marble should be cleaned with a mild detergent and warm water, or a foaming cleanser. Avoid the use of abrasive cleansers or scouring pads; these will dull the gloss finish.

To easily remove small scratches and restore the original finish, use a rubbing or polishing compound or automobile polish. First, wash the surface; then apply the compound to a soft cloth and hand-rub with straight and overlapping motions until smooth and bright. Wipe the surface completely clean and follow with a coat of paste wax.

Granite/Natural Stone:

Regular maintenance and cleaning is key to the preservation of your new stone. Products specifically designed for natural stone can be purchased at most home improvement outlets, hardware stores and tile and marble distributors. Keep in mind that dilution is the key to most cleaners, as too much soap will leave streaks or residue on the surface of the stone. Never use vinegar, bleach or cleansers that contain lemon, ammonia or other caustic ingredients.

Laminated Plastic:

Do not put pots and pans straight from the oven or burner directly on the laminated plastic surface. "Blisters" may result.



Rubber dish rack drain mats can trap water beneath them, causing laminated plastic to warp and blister. Lift the rack and wipe the surface dry whenever necessary.

A little soap and water will easily maintain bright colors and patterns in plastic. For an extra sheen, use a clean and polish wax. Do not use scouring powders or harsh abrasives, which dull the surface and inhibit stain resistance. Should you find a small stain, rub it lightly with a foaming cleanser or alcohol. Indelible ink, which comes from food packaging, is a common counter stain. Take care in handling the package and clean up the stain immediately.

Solid Surfaces:

Do not apply countertop surface enhancers or cleansers such as Pledge or 409 to a new solid surface countertop. These products will only attract and hold discoloring items such as coffee, wine, catsup, etc. to the surface. The new nonporous, bacteria-free solid surface countertop will remain in its natural state if it is simply wiped off with a soft sponge or cloth, with an ammonia based product such as glass cleaner, or with a mild soap and water solution. For integral solid surface sinks, use a mild abrasive such as Softscrub to cut any grease or discoloring buildup that has accumulated on the surface of the sink. Clean off any harsh chemicals such as nail polish remover as soon as possible. Do not cut directly on the solid surface countertop or slide any rough edged objects across the countertop. These items will create surface scratches in almost any type of countertop. Do not place extremely hot items (such as sheet pans from a 450-degree oven) directly on the countertop or sink.

DOORS (INTERIOR)

Most doors are manufactured as completed assemblies, consisting of the door hung with hinges in the jamb. Door manufacturers usually hold the bottom of the door up to 1 3/8 inches from the bottom of the jamb. This allows for a variety of finish floor coverings of different thickness. You can expect a larger gap between the bottom of the door and the flooring surface in a room that has vinyl flooring rather than carpet flooring.

- .. Do not hang anything heavy on doors or doorknobs. This can pull the top hinges out of adjustment and negatively affect the door swing and the ability of the latch to engage.



- Seasonal humidity changes can result in temporary impairment in the performance of the door swing, however this is normal.
- Operate the doors, including pocket doors, in a normal fashion and do not slam the doors.

FLOORING

Carpet:

The most important thing you can do to keep your carpet looking great is to vacuum it thoroughly and frequently. Any spills should be cleaned promptly. Each manufacturer has specific recommendations for removing stains and spots. These instructions must be followed to maintain the carpet manufacturer's warranty.

Ceramic Tile and Pavers:

Sweep regularly. Do not allow dirt to remain on your floor. If grit is repeatedly ground into the floor, it will start to wear away ceramic glaze, causing the surface to become dull. Make sure to keep grit out from under mats where traffic is heaviest. Damp mop using clear water. If a cleaner is needed, use a mild low sudsing detergent. Rinse well and dry thoroughly with a clean towel.

Pavers are made of a softer material than ceramic tile and require more maintenance. In addition to regular cleaning, we recommend utilizing a professional maintenance program.

Hardwood Floors:

General maintenance for your hardwood floors includes regular sweeping, dry dust mopping and buffing as needed. Wood floors today have a variety of finishes and products should be selected that are recommended by the manufacturer of your hardwood floor. If heavily traveled areas begin to lose luster; there are specialty products that can be used periodically to restore your floor's gloss. Additionally, color-match pencils and markers may be used to repair nicks and dents. You are encouraged



to consult a professional maintenance company or wood floor restoration specialist to purchase products intended for these purposes.

It is also recommended that spills be removed promptly, that rugs are used in high traffic areas, and that mats be placed at all exterior doors. Do not use oil soaps, or cleaners containing lemon oil, tung oil or ammonia; and never mop or flood the floor with water.

Marble:

Marble should be damp-mopped with clean water only, then dried, and should never be waxed. Nothing that has an acidic or alkaline base (i.e., vinegar, citrus juices, alcohol and household cleaners) should be used, because etching and staining of the surface could result. In the event of a stain or similar problem, please consult a professional marble maintenance firm.

Sheet Vinyl:

Do not wash your new floor too soon; wait several days after installation. This will allow your floor to become completely bonded to the sub-floor.

Normal maintenance includes sweeping up dirt and grit regularly with a soft broom, dust mop or vacuum. If sweeping does not pick up accumulated dirt, mopping with clean warm water will do the trick. Wipe up spills promptly. Everyday spills will not harm your floor; however, you will save time and work if you take care of these spills before they become dry or sticky.

Add a mild cleaning solution to every third or fourth mopping. Rinse thoroughly with clean water and clean mop. Heavy wear may result in some dulling of the floor. The natural gloss may be restored by washing and buffing. A vinyl dressing recommended by the manufacturer can be applied.

CAUTION: You should wait 24 hours after installation before moving in heavy furniture. Be sure to have proper protection under furniture, including tables and chairs. You should use wide glides or casters. High heels will damage floors.



MIRRORS, MEDICINE CABINETS

When cleaning a mirror, use caution when using cleaners that contain ammonia or vinegar. Ammonia and vinegar are excellent glass cleaners, however they can be extremely damaging to the metallic backing of the mirror. Also, do not allow cleaners to go over the top, sides or to get into the track at the bottom of the mirror. Manufacturers often recommend applying cleaning agents to a cloth, and then wiping down the mirror.

PAINT

The paints used throughout your home will retain their beauty longer if you follow the recommendations of professional painters. One of the most important recommendations is to avoid washing newly painted interior surfaces for at least three months to allow the paint to fully set. After that, avoid strong chemical cleaners and abrasive cleaners, either of which may cause permanent paint damage.

The paint used in your home meets current industry standards. The chemical contents of paints and stains used in your home have been dictated by the U.S. Environmental Protection Agency. Many of these new requirements for paints and stains have not been tested for longevity, color matching or yellowing.

When paint touch-up is required, remember that all paints change color as they age, making a perfect color match almost impossible to achieve. Regular repainting is a better course of action, since this leads to longer paint life and reduces maintenance costs. You probably should repaint your kitchen and bathroom more frequently because they receive harder wear and more frequent exposure to damaging steam and condensation.

Always buy the best quality paints you can afford. Bargain paints may not hold up, seldom cover well and age prematurely. The cost of paint is insignificant compared to the value of the labor used in applying it.

You should periodically inspect interior surfaces to determine if mildew or fungus growth is occurring. Any growth should be addressed by proper cleaning and application of products that will kill the organisms and retard their return. This should be done promptly upon observation of mildew or fungi. Once established, these organisms become progressively more difficult to control or eradicate. You should always use the mechanical ventilation in bathrooms, laundry rooms, and kitchens while these rooms are in use, and regularly air out rooms that have windows.



SHOWERS, SINKS AND TUBS

Be aware of the proper use of a tub and shower enclosure. Keep shower water directed away from the door and panels. Continuous leaking may result in rot of the underlayment and subfloor. Continuous leaking also creates an environment for mold and mildew growth and for termites.

To clean, use warm water and a liquid detergent. Avoid any abrasive cleaners. For stubborn stains, use a powder detergent. See manufacturer's recommendations for proper cleaning and maintenance.

The caulk joints need to be inspected and re-caulked (if necessary) every six months. This includes the joint between the kitchen sink and the counter, the joint at the bottom of the shower, the joint between the tub and the wall, the joint where the tub or shower pan meets the floor, and vertical inside corners and seats. It is very important that these joints do not leak; otherwise dryrot can accumulate and progress unseen for years. Joints should be cleaned of old caulk before re-caulking. Any mold or mildew found growing should be removed immediately with a mildewcide, available at most hardware stores. The cause of the mold or mildew should be determined and the cause subsequently eliminated.

TUBS AND SHOWERS (FIBERGLASS)

Fiberglass tubs and showers are manufactured and molded with man-made fiberglass reinforced plastics. Fiberglass is resistant to chemical corrosion, has a high tolerance to heat, seamless, and is repairable. Fiberglass tubs and showers can be maintained much like a fiberglass boat or car, using mild liquid cleaners, no abrasives or objects that will scratch the surface. It is not uncommon for small "web" cracks to appear on the surface. These are only superficial and do not penetrate through all layers of the tub. This will happen due to the variety of different materials used within your home with different expansion and contraction characteristics.



PEST CONTROL

Unwanted insects, birds, rodents, and other animals may enter your home anytime through open doors, windows, unscreened louvers, etc. Professional exterminators are recommended, especially in the case of insects.

Measures are taken to provide all possible protection against termites in your home. All trees and roots, which were encountered during clearing and grading, were removed. During the building of the house, care was taken to remove all rubbish or debris that might encourage breeding of these insects.

Termites are a special problem and prevention is easier than eradication. Fight termite invasion by making sure the wooden portions of your home do not touch soil directly and by keeping all exposed exterior wood painted. In certain areas, an annual professional termite inspection is a relatively inexpensive preventive measure.

1. Termites are persistent and it is impossible to protect entirely against them.
2. Termites live in nests underground and feed on cellulose. Keep woodpiles and wood posts away from your home. Keep the exposed foundation clear of debris so termites will not build their tunnels there.
3. Watch out for any swarms in the spring. They will be tiny, flying black bugs that look like flying ants. If you are alert, you will have ample warning before they can do any damage. There are ground poisons available, which you can use or you can call a reputable exterminator.

Remember that the builder is not responsible for pest control of any kind. It is the sole responsibility of the homeowner.



ROOFS

Your roof adds beauty to your home while protecting it. Avoid walking on it and refrain from nailing or attaching anything to it. Generalized inspections can be done by you from the ground, from ladders set at the edge of the roof and from adjacent properties. If more detailed inspections are necessary, it is advisable to hire a qualified, properly licensed and properly insured roof inspection contractor. After market products such as deck boards, satellite dishes and solar panels should not be fastened directly to the roof system without consulting a licensed roofing contractor. You should be aware that fastening a product to the roof system could cause the manufacturer's warranty to be voided.

COMPOSITE SHINGLES

While composite shingles require minimal maintenance, they should be professionally inspected every five (5) years. You as the homeowner are responsible for periodic maintenance, which includes cleaning of all roof drains, gutters, downspouts and valleys of any leaves and/or other foreign debris. You should also conduct a yearly inspection (prior to the rainy season) to ensure that all penetrations to the roof such as vents and pipes have a sealant type material. Check the metal flashing for deteriorated sealant and replace as needed. You should also avoid installing products and/or fastening items to or through the roof. Severe winds can cause damage to your roof shingles and should be inspected and repaired by a qualified professional roofer after windstorms.

CONCRETE / CLAY TILES

The concrete or clay tile roof requires minimal care. You should have your roof inspected by a roofing professional every five (5) years to check for damage or caulking that may need to be replaced. You should inspect the roof periodically to check for any loose or broken tiles. Roofing professionals should be called to make the necessary repairs. You must clear roof of leaves, dirt, and bird debris that can block the valleys on your roof and cause a leak. Keeping the valleys clean will allow for the water to run-off the way it was designed

As a general rule, avoid walking on the roof for any reason. If that is not practical, take the following precautions to avoid damaging tiles:



- .. Use long stick or rope to retrieve items lodged on roof.
- .. When necessary to paint or repair vertical walls adjoining a roof, make a protective walkway for workmen by fastening sheets of plywood in the area of heavy traffic.
- .. Locate antennas and air conditioning units where rooftop traffic will not be required for service.
- .. Tile roofs are susceptible to breakage. Only a licensed roofer should be allowed on your roof. Any leaks after TV or radio antennas or Christmas lights are installed are considered to be caused by the homeowner.
- .. Window washers should not be allowed on the roof.

UTILITY SYSTEMS

Call utility companies to start service in your name at your new MW Custom Home. Service providers may include:

- _____ Cable TV
- _____ Electric
- _____ Gas
- _____ Telephone
- _____ Trash Disposal
- _____ Water Conditioning/Purifying
- _____ Water/Sewer

AIR CONDITIONING SYSTEM

Your air conditioning system is easy to maintain. Just like the heating system, the best way to prolong its life and to increase your comfort is to set the thermostat at reasonable settings.

To increase the efficiency of your system and conserve energy, close windows and doors tightly, turn off unused lights and heat-producing appliances and close draperies on windows that receive direct sunlight.

Your system will run at peak efficiency if you make sure that its air intake is clear of debris. Follow the instructions on the unit itself and also energy-saving tips from your



local gas and electric utilities. Never turn the thermostat below 70 degrees when the air conditioner is on.

If you have a problem, follow this handy checklist before calling for emergency air conditioning service:

1. Check the thermostat setting and the thermostat thermometer. The thermostat setting should be BELOW the temperature on the thermometer to operate.
2. Check the thermostat selector. It should be on “COOL”.
3. Check the main electrical switch, which should be on “ON”. Work it several times since it may have dirt on the contacts.
4. Check all circuit breakers in the main switch box. They should be “ON”. Remember to work them several times.
5. Inspect filters to be sure they are not clogged.
6. Check or replace fuses.

If your unit is not operating properly after checking all of the above, call the service number provided during your orientation.

Your cooling system has been equipped with replaceable filters to keep your home and air clear. Filters should be replaced at least twice during the cooling season.

To keep your home cleaner and provide added life to your air conditioner, please follow these simple tips:

1. Select a reasonable temperature and leave the thermostat at that setting. Setting the thermostat too low will not cool the home any faster and could result in the unit “freezing” up and not performing at all.
2. Make sure the fan switch is in the “ON” position. Constant air circulation keeps the temperature even.
3. Provide shade for windows in direct sunlight with awnings, draperies, shades or venetian blinds.
4. Do not cycle the system on and off by changing the temperature or turning the system off; leave it on through the entire cooling season.



5. Make sure all windows and doors are kept shut.
6. You may find it advantageous to adjust your cooling vents (louvers or registers) to maximize airflow to occupied parts of the home
7. You should have your heating and air system serviced on a regular basis by a professional heating company. Just as your automobile needs regular service, so does your HVAC system.

To fully and efficiently utilize your air conditioning system, you must realize it is a whole house system. The air conditioning unit is the mechanism in your home that produces cool air. It is a closed system, which means that interior air is continuously being recycled and cooled until the desired air temperature is reached.

If evening cooling is your primary goal, you should set the air conditioner at a moderate temperature in the morning while the house is cooler, allowing the unit to maintain the cooler temperature during the course of the day. This temperature setting may be lowered slightly further when you arrive home for better results.

If a humidifier is installed on the furnace system, it should be turned off when using the air conditioning. Otherwise, the additional moisture could also “freeze” the cooling system.

Lack of air conditioning is not an emergency. Problems will be handled by the heating and air conditioning contractor as quickly as possible, in the order received. During the busy season, this could result in a wait of up to a week or more. The outside temperature must be 70 degrees or higher in order for freon to be added to the system.

Condensation Mechanism for Air Conditioning:

Every air conditioner produces condensation and a mechanism to drain this moisture build-up has been provided in your system. Sometimes a plastic pipe will drain condensation to a nearby interior drain such as a lavatory drain. Occasionally this drain will exit the exterior of your home, usually near the foundation. During the ongoing improvement to your exterior landscaping, keep in mind that the air conditioner must have a place to drain condensation. Keep this opening unobstructed to prevent water from backing up and possibly overflowing inside your house.



If you have an air conditioner in your attic, a secondary drain will be located near a window. If you observe water dripping from this pipe, it means that the primary line is not functioning. Contact your heating and air professional as soon as possible for inspection and repair.

DRYER AND GAS VALVE

Prior to the installation of your gas dryer, you will need to have a gas shut off valve installed.

As a maintenance item, it is recommended that you check the vent pipe from your dryer on a regular basis to remove any buildup of lint that could cause a blockage. This will maintain the efficiency of the appliance and lessen energy consumption.

ELECTRICAL SYSTEM

Your electrical system was built with Underwriters Laboratory approved components, installed to rigid specifications and inspected by your local building department

Auxiliary Circuits:

The circuits in your home were designed to handle today's heavier electrical demands. However, some major appliances will function better if provided with their own circuits. Before purchasing a large, heavy-current-consuming appliance, such as an electric dryer, electric oven, or Advantium oven, have an electrical contractor check the appropriate circuit to make sure you have sufficient capacity

Circuit Breakers:

Your electrical system's primary protective device is a set of circuit breakers, which were shown to you during your orientation. Some breakers come from the factory with dust or oil on them. In case of a problem, they may need to be switched on and off several times. Try that first before calling an electrician.



Circuit breakers should be checked immediately in the event of an electrical failure. All of them should be in the “ON” position. If they are not, flip them to “ON”. If the breaker flips to “OFF”, this indicates a short-circuit, so individually check every lamp and appliance on the circuit.

Ground Fault Interrupters (“GFI’s”):

A ground fault interrupter is a very sensitive circuit breaker that senses and compares the current flowing through the hot (black) wire and the neutral (white) wire. If all is well, the flow will be the same through both wires. But if a ground fault exists in the circuit, current will leak from the hot wire to the ground wire. The flow through both wires will no longer be equal. The Ground Fault Interrupter will detect the difference and will immediately shut off power.

These electrical safety devices are installed in bathrooms and other selected areas. They may be tripped by an electrical short or moisture, and should be checked during an electrical failure. One ground fault interrupter may control several outlets.

If you install refrigerators or freezers in the garage, do not plug them into the GFI outlets. The normal cycling of these appliances can cause the GFI circuit to trip.

Underwriters Laboratory suggests you test the Ground Fault Interrupter as a matter of routine once a month. To do this, just push the test button. When you do, the Ground Fault Interrupter should trip off. If it does not, it is faulty and should be replaced.

Arc Fault Circuit Interrupters (“AFCI’s”):

AFCI’s are newly developed electrical devices that are designed to protect against fires caused by arcing faults in home electrical wiring. They are in the electrical panels, which control primarily the circuits in the bedrooms, but will soon apply to the majority of the circuits in the home. They control the outlets, lights and ceiling fans.

On the actual breaker in the panel, you will find a test button. It works like the ones you are familiar with on the GFI’s and just like a GFI, they need to be tested monthly. When it turns off, you can turn an AFCI breaker back on just like a normal breaker. First, unplug anything that is on the circuit, and then flip the breaker back into the on position.

Because they are more sensitive, plugging an appliance like a vacuum into an AFCI outlet with the vacuum already on can cause the circuit to trip.



Light Bulbs:

Bulb life can be increased by following the recommended wattage noted on your fixtures. Normally, bulbs in enclosed fixtures will perform longer. Larger wattage than is recommended can cause failure or fire! If a fixture fails to operate, check the light bulbs to make sure they have not burned out, are not loose in the socket and are the recommended wattage and correct type of bulb for the fixture.

Outlets:

Three-hole grounded receptacles are standard and will accept normal two-prong plugs. Some outlets are controlled by wall switches.

Smoke Alarms:

Your smoke alarm is designed to detect both visible and invisible products of combustion created by fire. The detector requires no adjustment and monitors itself. Properly maintained, it can provide you and your family with an early warning that can save your lives. The smoke detector can only warn of a situation, which is already potentially dangerous.

Your smoke detector is wired to your 110-electrical house system. A small “button” located on the detector will glow red to visually ensure a power source to alarm. A test button also aids you in the operation of your alarm. This device is warranted by the manufacturer. Read the product manual for directions on testing, service and warranty details.

Additional Electrical Information:

The following items are common problems you may experience. You should notify the electrical subcontractor when electrical problems arise. Before calling an electrician, check out problems according to the following guide:

The GFI protects all the receptacles located in the kitchen, bathrooms, dressing area, garage and outdoor areas accessible at grade level. If the GFI does not work:



1. Reset the Ground Fault Interrupter Receptacle.
2. If this does not correct the problem, check all receptacles and disconnect anything plugged into these receptacles. Check these appliances or lamps for faulty wiring. Reset the Ground Fault Interrupter Receptacle.
3. If the Ground Fault Interrupter circuit now works, the problem could be one of the appliances or lamps that were plugged into this Ground Fault Interrupter system.

Any receptacle or light circuit not working:

1. Check circuit breaker in meter service or sub-panel.
2. Make sure there are no circuit breakers in the tripped position. This is difficult to detect at times, so be sure to turn all breakers off and then on. This should solve the problem.

Lighting fixtures will not turn on:

1. Check all fixture bulbs to be sure they are screwed in completely and replace if faulty.
2. Check to see if switch is in the “on” position, especially on three-way switches and/or switched receptacles.
3. Check circuit breakers same as above.
4. Check to see if there is a switch on the fixture that needs to be turned on.



Wall receptacle not working:

1. Check item plugged into this receptacle by plugging in to an operating wall receptacle to determine if this item is inoperable.
2. If wall receptacle is a switched outlet, check to see if switch is on.
3. Check circuit breakers same as above.

Garbage disposal, dishwasher, range hood or any other appliances with attached cord:

1. Check in cabinet and make sure each cord is plugged into the correct receptacle.
2. If disposal runs continuously, unplug and put into other receptacle. One receptacle is switched for the garbage disposal.
3. Check circuit breakers same as above.

FIRE SPRINKLER SYSTEM

If your home has fire sprinklers, you must periodically test the system and alarms, subject to local regulations. Do not paint any fire sprinkler heads or covers or hang any objects from the head. Be aware that if the drywall is removed from the ceiling, such as in repair or remodel, plastic sprinkler pipes could melt because they would be exposed directly to a fire.

HEATING SYSTEM

At your request, the Gas Company will prepare the forced-air unit for operation and will check for proper performance. If it is not functioning correctly, contact the subcontractor listed under Heating & Air Conditioning on your list of subcontractors for assistance.

You have a good heating system in your home, but a word of caution; do not overheat it at first! Too much heat will cause excessive shrinkage and material damage. Use as little heat as possible to begin with and increase gradually. Should your system require adjustment, consult the operating manual.



You can expect a certain amount of noise from the heating system. This is due to air movement, expansion and contraction of metal ducts, the motor, fan and other moving parts of the system. Temperature controls and electronic ignition also may make clicking sounds when turning the heat on.

It may be necessary to adjust louvers at each register to balance the flow in all rooms or direct airflow for both heat and air conditioning.

Furnace Filters:

Your home's cleanliness is enhanced by a modern filter built into your furnace. It is usually located where the main cold air return duct enters the furnace. You were shown its location during your orientation. Because it is designed to filter or collect dust and dirt, it must be replaced at regular intervals to maintain its airflow and efficiency. This prevents the accumulation of dirt, which will restrict air circulation and produce poor airflow, poor efficiency and dirty air circulation.

To maintain efficiency, check your filter weekly for the first two months because it may clog more frequently as it removes accumulated construction dust. If your home has heating and air conditioning, the furnace filters should be changed at least every six months or at the filter manufacturer's recommendation. If your home has heating only, the filters should be changed prior to the winter season. Replacement is not difficult. New filters are widely available. Be sure you buy the right size filter by checking the size, which is usually printed along the frame edge.

Heating Problems:

If you experience heating problems, here are basic test steps to take before calling your heating contractor for services:

1. Read the instruction manual(s) for your unit.
2. Set the thermostat ABOVE room temperature.
3. Set the thermostat select to "HEAT".
4. Make sure the main electric switch is in "ON".



1. Check to see that no circuit breakers are tripped to “OFF”. If they are, try switching them several times.
2. Make sure filters are not clogged.
3. Verify that front cover of furnace is properly closed.
4. Make sure the fuel line to the burner is turned on.
5. If the system still will not work, phone your local utility company.

The Thermostat:

Contrary to popular belief, setting your thermostat at a high temperature will not heat the house any faster than at a lower temperature. Your thermostat has been designed to keep the temperature of your home comfortable. Once you have set it at the desired temperature, no further adjustment is needed. The heater will automatically turn on when the temperature drops below the thermostat setting and turn off when the temperature goes above it. If you desire a cooler bedroom for sleeping, close the register a little. Drapes and furniture prevent air circulation. Be sure they do not restrict air circulation from registers or grilles. Keep windows, doors and fireplace damper closed tightly.

PLUMBING

Aerators:

Cleaning the aerators will be your most frequent task in maintaining your faucets. This attachment to the faucet adds air to the water as it leaves the faucet, reducing splashing and providing savings because less water is used. To clean an aerator, unscrew it from the mouth of the faucet, remove any debris, remove and rinse the washers and screens, replace them in their original order and put the aerator back on the faucet. Frequency of cleaning will depend on the condition of the water, but generally, every three or four months is more than adequate.



Brass Sinks:

Brass wet bar sinks require constant maintenance to ensure a new shiny appearance. The body of the sink is manufactured with a strong brass alloy made from copper and zinc, which provides a brilliant luster when polished. If not properly maintained, these same elements will oxidize or tarnish. A non-abrasive brass polish is suggested for restoring your sink to its desired luster.

Care of Plumbing Fixtures:

Surfaces of your china or enameled plumbing fixtures are smooth and glossy like a mirror and harder than steel, but they are not indestructible. Chips and scratches many times can be repaired.

Shiny new fixtures can be dulled or stained within a short time through improper care or excessive use of strong abrasive cleaners. Most household cleaners are mildly abrasive, but if used incorrectly, they can be harmful.

Scraping or banging metal utensils in the kitchen sink will gradually scratch or dull the surface. The finish is then susceptible to stains, which can become increasingly difficult to remove.

Here are some precautions to take to prolong the life of your plumbing fixtures:

1. Do not let food wastes accumulate in the sink.
2. Do not use plumbing fixtures as receptacles for photographic or developing solutions. Developer stains can be permanent.
3. Do not use plumbing fixtures as a catchall for paint cans, trash or tools when decorating.
4. Do not take hot cooking utensils directly from the stove and place them in the kitchen sink.



Main Supply Valve:

Your entire plumbing system is equipped with a main supply valve, which was pointed out to you during your orientation. It controls the flow of both hot and cold water through the entire system. In the event of an emergency, make sure every family member knows where it is located. Be sure to shut off the main valve when you have a major leak. Individual shut-off valves are often installed just below or close to the fixture. Some homes have a pressure regulator at the point of the main supply valve, if required by the local water district. If you believe your water pressure is inadequate, call a plumber who can check the regulator with a special gauge. Most water systems should not have more than 65 lbs. of pressure coming into your home. High pressure can damage the water system.

All drain lines in your home have been tested and have passed local building inspections. Although your plumbing has been flushed out to remove all dirt and foreign matter, there can be a certain amount of minerals that enter the water line.

Sink Traps:

Clogged traps below lavatories and sinks can be cleared with a plumber's helper or commercial caustic products approved for the type of plumbing pipes under the sink (plastic or metal). If a strong caustic is used, protect your hands and clothing and immediately clean up any spills. Be aware that some solutions may discolor the plumbing finishes.

Plumbing Emergencies:

Requests for plumbing service will be accepted by telephone only in the case of an emergency. An emergency is defined as a situation that seriously threatens your home, its occupants or both. For example, (1) plumbing leaks in the walls, floors, and ceilings; (2) complete sewage back up (all toilets); or (3) gas leaks.

In case of an emergency, telephone the appropriate subcontractor directly. If you are not able to contact the subcontractor, or do not know the identity of the subcontractor, call the Customer Service Department.



Plumbing Non-Emergencies:

The conditions listed below are not considered emergencies. There may be a service charge to anyone requesting and receiving service beyond the normal working hours of 8:30 A.M. to noon and 1:00 to 4:00 P.M., Monday through Friday, except holidays:

1. Toilet stopped up
2. Dripping faucet
3. Leak at drains under sink or lavatories
4. Loss of hot water for any reason
5. Leaking pressure and temperature valve of water heater.

TOILETS

A mis-adjusted float can cause a toilet to run too much, wasting water, or can provide too little water for proper flushing. To adjust the float assembly, remove the tank top lid carefully and either free the float from binding or adjust the water level by bending the arm very carefully until the proper water level and shut-off are achieved.

The State of California has mandated that all new toilets be low flow. Therefore, for some solids, you may need to flush more than once. Use of in-tank cleaners may void the manufacturer's warranty.

Never dispose of non-soluble or bulky matter, such as diapers, paper towels, baby wipes, tampons or sanitary napkins through your toilet. Such waste should be discarded with other rubbish rather than through sewer lines. If a toilet stoppage occurs, call your plumber.



WATER HEATER

Your home may be equipped with a quality storage type water heater with sensitive thermostatic controls. To lengthen its service life, drain sediment at regular intervals as specified in the manufacturer's instruction brochure. To drain, turn on the faucet at the heater's base and draw off a half-bucket of water. Be careful this is very hot water.

Water heater life will also be prolonged by keeping the temperature constant, set no higher than 160 degrees. Higher settings create the risk of scalding burns, especially to small children. 140-degree setting will conserve energy and probably be adequate to supply hot water for bathing and for proper operation of the dishwasher. Consult your local utility company. Your water heater is warranted by the manufacturer.

Tankless Water Heater:

Your home may have a tankless water heater. They are more energy efficient because they only heat the water when you need it, as opposed to a traditional water heater that maintains the water temperature even if it is not being used. They can supply an endless amount of hot water, even when multiple fixtures, like showers, are on.

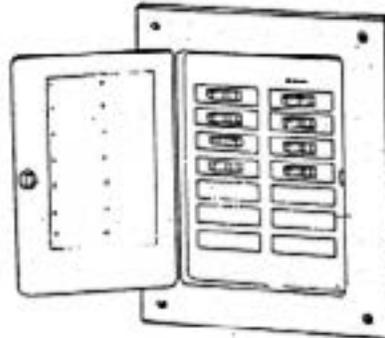
One drawback is that if there is a loss of electricity, the controls that run the heater will not work. Also, most heaters need a certain amount of water to flow through the unit before they will turn on. Because of low flow fixtures, sometimes running a single sink faucet will not be enough for the heater to turn on.

Tankless water heaters require more maintenance than what you may be used to. Hard water may cause a build-up of deposits on the heat exchanger that will affect the efficiency and longevity of the heater. Check your owner's manual for each manufacturer's requirements and recommendations and have all service performed by a qualified technician.



IMPORTANT: Locating utility shut-offs

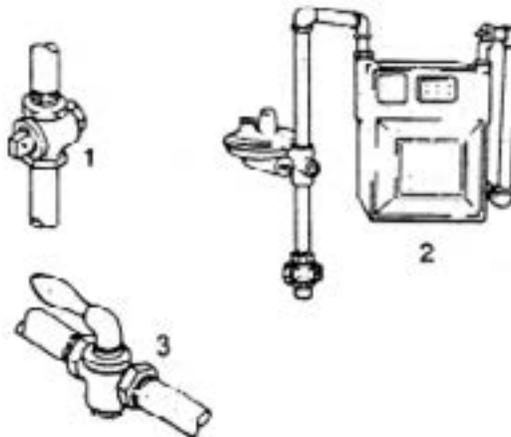
Typical master electrical panel



Gas meter and shut-off valves

Main gas shut off valve (1) located close to your gas meter (2)

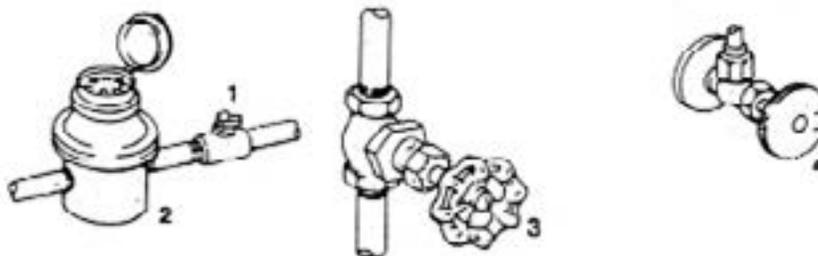
Individual (gas appliance) shut-off valves (3) for furnace, water heater, range and oven, clothes dryer and gas fireplaces. Generally, shut-off valves (3) will be found beside or behind these appliances.



Water meter and shut-off valves

Water meter (2) and meter shut-off valve (1) located at street curb or in alley. House main shut-off valve (3).

Individual water shut-off valves (4) for sinks, toilets, washing machines, etc. Individual water shut-off valves are generally located near the plumbing fixture for which they are provided.



WALLS

BRICKWORK

Brick, by its very nature, is irregular in size and shape and may have small chips or surface cracks. This is normal and helps to create the unique texture of brickwork. Each brick is not perfect, nor perfectly spaced. It is not possible to have a perfect color match of any masonry product – natural or man made.

Bricks may discolor due to the elements, rain runoff, weathering or innate materials. Most of the time the discoloration is efflorescence, which is composed of crystallized soluble salts. To remove the efflorescence, scrub with water and a stiff brush. If this fails, and the efflorescence is white, use a solution of hydrochloric acid, no stronger than a mix of one part acid to nine parts water. (If you use acid, follow safety directions carefully and be sure to rinse the wall or brick surface thoroughly, both before and after acid washing). If the efflorescence is green, use a caustic soda solution, one part soda to 10 parts water.

INTERIOR WALLS

Gypsum wallboard walls should require only minimum maintenance. If cracks appear because of shrinking in the framing, they can be repaired by filling in with spackling compound, smoothing the fill with fine sandpaper and then painting or redecorating the entire surface.

Sometimes, normal shrinkage will cause nail pops. Popped nails do not alter the strength of the wall and should be left alone until it is time to repaint. Then, they should be reset, respackled and painted with the rest of the wall.

LUMBER AND MILLWORK

The joists, studs, frame and rafters of your home are made of wood.

Some shrinkage of the wood is inevitable and may cause moldings or trim to move out of their original positions. Shrinkage can also cause joints in the woodwork to open, cause doors to warp and cause cracks to appear. These are normal occurrences and are not covered by your warranty.



During the first heating season, try to keep the temperature of the house at about 70 degrees. Keeping the temperature low will slow down the drying-out process, while too high of a temperature will tend to dry the wood out too quickly and may cause the wood to warp, twist and pull out of shape.

WATER INTRUSION / PLUMBING LEAKS

In the event of a water leak of any kind, you must take steps to minimize damage (stop the source of water, if possible), and immediately contact MW Custom Homes Customer Service.

You should familiarize yourself with strategies to identify, minimize, and prevent mold growth. Watch for and eliminate condensation on walls, around windows, and other cool places. Indoor humidity should be kept low by proper use of ventilation devices.

The following maintenance will assist you in avoiding problems:

1. Inspect and maintain air conditioning and heating systems on a periodic basis. Clear out or repair the condensate line if the air conditioner's drip pan overflows.
2. Promptly dry any damp or wet indoor areas. This includes shower stalls and tubs.
3. Always use vent fans in baths, kitchens, and laundries. Keep the vent fan running for 15 minutes after use of room, to assure condensation is adequately removed.
4. If mold or mildew begins to grow around the edges of window frames, remove it promptly with a bleach/water mixture and a disposable rag.
5. Establish and maintain roof drainage into gutters and downspouts. Maintain the ground slope away from the house foundation.
6. Repair leaks as soon as they are discovered. Keep in mind that molds can grow within 48 hours after the start of a leak. Proper inspection and prompt maintenance are essential.



7. Do not store organic materials (such as paper, wood, cardboard, books, or clothes) in damp locations.
8. If the house experiences a flood, plumbing leak or sewer overflow, make sure that all affected areas are cleaned up thoroughly and promptly.

Sometimes mold will grow in enclosed (not visible) locations, such as the cavities at exterior walls. Look for gray or black stains and blotchy patches, softness in drywall, water stains at walls and ceilings, damp carpets, buckling or swelling of exterior surfaces, and a persistent musty odor. These are possible indications that mold or mildew may exist.

MOLD AND MILDEW

GENERAL OVERVIEW

Molds are simple, microscopic organisms, present virtually everywhere, indoors and outdoors. Mold, along with mushrooms and yeasts, are fungi and are needed to break down dead material and recycle nutrients in the environment. For molds to grow and reproduce, they need a food source. This would be any organic material, such as leaves, wood, paper, dirt and moisture. Because molds grow by digesting the organic material, they gradually destroy whatever they grow on. Mold growth on surfaces can often be seen in the form of discoloration, frequently green, gray, brown or black. Molds release tiny, lightweight spores, which travel through the air.

EXPOSURE TO MOLD

Everyone is exposed to some mold on a daily basis without evident harm. It is common to find mold spores in the air inside homes, and most of the airborne spores found indoors come from outdoor sources. Mold spores primarily cause health problems when they are present in LARGE numbers. This occurs primarily when there is active mold growth. People can also be exposed by touching contaminated materials and by eating contaminated food.



COMMON SOURCES FOR MOLD GROWTH

Molds will grow and multiply when the conditions are just right, sufficient moisture must be available and organic material must be present. The most common sources of moisture include:

- Steam from showers or cooking
- Condensation on windows
- Humidifiers
- Sprinkler spray hitting the house
- Flooding
- Plumbing leaks
- Leaky roof or windows

Most of the molds and mildews that appear around window frames, doors, tile, and grout at tubs, showers, and kitchens are usually the result of the homeowner's lifestyle.

PREVENTION

- Watch for and eliminate condensation on walls, around windows, and other cool places. Indoor humidity should be kept low by proper use of ventilation devices such as a vent or a fan.
- Inspect and maintain air conditioning and heating systems periodically. Clear out or repair the condensate line if the air conditioner's drip pan overflows.
- Promptly dry any damp or wet indoor areas. This includes showers and tubs.
- Always use vent fans in baths, and kitchens, and laundry areas for ventilation.
- If mold occurs around the edge of window frames, showers, and tubs, remove it promptly with a bleach and water mixture. (1 ½ cups of household bleach per gallon of water) Keep the bleach mixture on the material for approximately 10 minutes. Using bleach straight from the bottle is actually less effective than diluted bleach.



- Establish and maintain roof drainage into gutters and downspouts. Maintain the ground slope (2%) away from the house foundation.
- Do not store organic materials such as paper, wood, cardboard, books or clothes in damp locations, such as bathrooms, laundry rooms, or under sinks.
- Keep a window open, or have a vent or fan operating whenever you take a shower or bath to ensure proper ventilation. Leave the fan on for a period of time afterwards for best result.
- If you suspect a plumbing or roof leak, call the appropriate contractor immediately to assess the situation. It only takes 24 to 48 hours for mold growth to start.

This information has been provided by the California Department of Health Services. If you need more information, you can contact them at 510-622-4500 or on the web at www.dhs.ca.gov/ehib.





Building Relationships

Buying a new home is one of the most **important purchases that a person will make** – a major commitment that California homebuilders understand.

California homebuilders take pride in the quality of their work. Their commitment to the quality of their product does not end at the point of sale. That's why with every home they sell, homebuilders are intent on building and maintaining relationships with new homeowners.

Questions or concerns with a new California home should be brought to your homebuilder's attention. The success of California homebuilders depends on your satisfaction.

COMMITTED TO QUALITY

Avoiding Mold Growth in the Home



Moisture Control Information Guide

Presented by California Homebuilders and the California Building Industry Association



Useful sources for information on mold prevention and remediation include:

California Department of Health Services
www.dhs.ca.gov

U.S. Environmental Protection Agency
www.epa.gov

Centers for Disease Control and Prevention
www.cdc.gov



COMMITTED TO QUALITY

Representing nearly 6,000 member companies with 500,000 employees, the California Building Industry Association is committed to helping Californians achieve and maintain the dream of homeownership.

California Building Industry Association
1215 K Street, Suite 1200
Sacramento, California 95814
916-443-7000
fax 916-443-1960
www.cbia.org



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Quality Homes and Quality Care

Homes built in California meet some of the **highest construction standards** in the U.S. and boast **unparalleled structural integrity and energy efficiency**. California homebuilders want satisfied customers so if you encounter problems with your new home, contact your builder. There also are **things you can do** to maintain the quality of your new home and avoid problems like mold from occurring.

Some people can develop allergy-like symptoms if exposed to mold. Although the U.S. Environmental Protection Agency (EPA) says that there is no way to eliminate all mold and mold spores in the indoor environment, its growth can be controlled and avoided. According to the EPA and other health agencies, mold develops under certain conditions, particularly when there is an excess of moisture in an area. The best way to avoid indoor mold growth is to **avoid unnecessary moisture**.

The following guidelines are designed to inform you of conditions and activities that can cause excessive moisture and ways to help you avoid it.

Activities That Produce Moisture Inside Your Home

Cooking produces moisture by way of steam.
Baths and showers also produce steam.

Watering houseplants can generate large amounts of humidity.

Drying clothes on **indoor** clothes lines or racks can also be a source of moisture.

Spills or leaks that are not properly cleaned will lead to moisture in the home.

Things You Can Do To Help Avoid Mold Growth

Keep surfaces clean: Mold grows on materials contaminated with soil and grease.

Use a **grease-cutting solution** of detergent and water to wash walls and floors.

Wipe down shower walls with a sponge or squeegee after use.

Always use a fan or open a window when cooking, showering or using the laundry.

After cleaning carpets, make sure they are dry before replacing furniture.



Be sure to ventilate: Open windows and doors regularly to ensure adequate air flow.

Do not let water in drip pans stand for a long time.

Make sure that your clothes dryer is vented to the outside.

Use drying agents— such as silica gel — to reduce moisture in drawers.



Reduce sources of moisture coming in from the outside by sloping earth away from the foundation.

Never put clothes away if they are damp.

Dehumidify areas: A dehumidifier or an air conditioner will help dry the air.

Clean and dry wet or damp spots within 48 hours.



Store books and paper in conditions that allow air circulation and provide light.

Remember: These tips are meant to help you **avoid** moisture in your home. If you have a **problem** with moisture in your new home, **your builder wants to know!**

keep it dry,
keep it clean.

HOMEOWNER RECOMMENDED MAINTENANCE SCHEDULE

Maintenance Item	Maintenance Description	Frequency
Air Conditioner	Start unit twice during winter months to keep mechanical parts from sticking. Have unit professionally serviced annually.	Twice Yearly Yearly
Caulking	Seal joints that are subject to most conditions to prevent leaks, dry rot, mold and mildew. Remove and replace caulking as needed around sinks, countertops, bathtubs and showers.	Twice Yearly Yearly
Decks and Deck Drains	Inspect deck surfaces for cracks in coating, loose boards and surface sealers to rot and deck life. Check and clean drains during rainy season to prevent drains from backing up and flooding the deck.	Yearly Yearly Yearly
Doors and Weather Stripping	Vacuum tracks and lubricate hinges and latches to keep parts operating smoothly. Check weatherstripping regularly and adjust to keep elements from entering home.	Yearly Yearly
Drainage - Exterior	Check and clean drains, ditches and eaves of debris to prevent flooding during rainy season. Maintain positive drainage away from house at all times.	Yearly Yearly
Dryer Vents	Check and clean vents as needed to prevent accumulation of lint. If equipped with a lint trap behind dryer, check and clean.	Yearly
Electric (GFI / AFCI Circuits)	Test GFI circuits (usually located in kitchen, baths, garage, and outdoor) and AFCI circuits monthly for safety.	Yearly
Fences	Wood: Repair as necessary, or every 2 years to prolong useful life and maintain appearance. Wrought Iron: Repair as necessary or yearly to prolong useful life and maintain appearance.	Every 2 Years Yearly
Furnace Filter Change	Change or clean (depending upon type of filter) every 6 months to help maintain furnace efficiency and help minimize dust and pollen from interior air.	Twice Yearly
Garage Door Systems	Lubricate regularly to maintain smoother, less noisy operation and extend system life regularly to avoid sag on one-piece doors.	Twice Yearly
Gutters & Downspouts	Check before rainy season and monthly during rainy season to prevent overflow onto walls, prevent eave leaks and extend gutter life.	Yearly Yearly
Insect / Pest Control	Inspect regularly. If detected, treat monthly to control and prevent structural damage caused by insects and pests.	Yearly or Monthly
Irrigation System	Check irrigation system controls, sprinklers and drip lines. Direct water spray properly to eliminate excess watering, staining of exterior walls and dry rot of structures.	Quarterly
Paint - Interior	Flt: Maintain for appearance. Repair as necessary. Enamel: Maintain for appearance. Repair as necessary.	5-10 Years 5-10 Years
Paint - Exterior	EXTERIOR WALLS: Repainting should be done every 5 to 10 years. OVERHANGS & SHEET METAL: Repair every 5 years or as necessary to maintain. FACED PLUMBINGS: Repair every 3-4 years to maintain appearance. EXTERIOR DOORS: Refinish every 3-4 years to maintain appearance.	5 Years 3-4 Years 3-4 Years
Roof	Detect and correct conditions that can lead to leaks and premature roof replacement. Have roof professionally inspected every 5 years or if any leaks occur.	Yearly Prior to Rain Every 5 Years
Smoke Detectors	Test detectors once a month using the test button on detector. Change batteries on a regular basis to keep detectors operating during power failure	Yearly Yearly
Tile Grout	Seal grout with silicone based sealer. Cracked grout should be caulked with a caulk specifically made for filling grout to improve appearance and prevent leaks.	Check Regularly
Water Heater	To prolong life of water heater, accumulated sediment should be removed from tank.	Re-caulk Yearly Yearly
Windows	Clean tracks to keep windows sliding freely. Clean weep holes to prevent leaks.	Yearly



VII. TITLE 7

CIVIL CODE

Division 2.	Property
Part 2.	Real or Immovable Property
Title 7.	Requirements for Actions for Construction Defects

TITLE 7

REQUIREMENTS FOR ACTIONS FOR CONSTRUCTION DEFECTS

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CHAPTER 1. DEFINITIONS

§ 895. Definitions

(a) “Structure” means any residential dwelling, other building, or improvement located upon a lot or within a common area.

(b) “Designed moisture barrier” means an installed moisture barrier specified in the plans and specifications, contract documents, or manufacturer’s recommendations.

(c) “Actual moisture barrier” means any component or material, actually installed, that serves to any degree as a barrier against moisture, whether or not intended as a barrier against moisture.

(d) “Unintended water” means water that passes beyond, around, or through a component or the material that is designed to prevent that passage.

(e) “Close of escrow” means the date of the close of escrow between the builder and the original homeowner. With respect to claims by an association, as defined in Section 4080, “close of escrow” means the date of substantial completion, as defined in Section 337.15 of the Code of Civil Procedure, or the date the builder relinquishes control over the association’s ability to decide whether to initiate a claim under this title, whichever is later.

(f) “Claimant” or “homeowner” includes the individual owners of single-family homes, individual unit owners of attached dwellings and, in the case of a common interest development, any association as defined in Section 4080.



CHAPTER 2. ACTIONABLE DEFECTS

§ 896. Standards for residential construction

In any action seeking recovery of damages arising out of, or related to deficiencies in, the residential construction, design, specifications, surveying, planning, supervision, testing, or observation of construction, a builder, and to the extent set forth in Chapter 4 (commencing with Section 910), a general contractor, subcontractor, material supplier, individual product manufacturer, or design professional, shall, except as specifically set forth in this title, be liable for, and the claimant's claims or causes of action shall be limited to violation of, the following standards, except as specifically set forth in this title. This title applies to original construction intended to be sold as an individual dwelling unit. As to condominium conversions, this title does not apply to or does not supersede any other statutory or common law.

(a) With respect to water issues:

- (1)** A door shall not allow unintended water to pass beyond, around, or through the door or its designed or actual moisture barriers, if any.
- (2)** Windows, patio doors, deck doors, and their systems shall not allow water to pass beyond, around, or through the window, patio door, or deck door or its designed or actual moisture barriers, including, without limitation, internal barriers within the systems themselves. For purposes of this paragraph, "systems" include, without limitation, windows, window assemblies, framing, substrate, flashings, and trim, if any.
- (3)** Windows, patio doors, deck doors, and their systems shall not allow excessive condensation to enter the structure and cause damage to another component. For purposes of this paragraph, "systems" include, without limitation, windows, window assemblies, framing, substrate, flashings, and trim, if any.
- (4)** Roofs, roofing systems, chimney caps, and ventilation components shall not allow water to enter the structure or to pass beyond, around, or through the designed or actual moisture barriers, including, without limitation, internal barriers located within the systems themselves. For purposes of this paragraph, "systems" include, without limitation, framing, substrate, and sheathing, if any.
- (5)** Decks, deck systems, balconies, balcony systems, exterior stairs, and stair systems shall not allow water to pass into the adjacent structure. For purposes of this paragraph, "systems" include, without limitation, framing, substrate, flashing, and sheathing, if any.
- (6)** Decks, deck systems, balconies, balcony systems, exterior stairs, and stair systems shall not allow unintended water to pass within the systems themselves and cause damage to the systems. For purposes of this paragraph, "systems" include, without limitation, framing, substrate, flashing, and sheathing, if any.
- (7)** Foundation systems and slabs shall not allow water or vapor to enter into the structure so as to cause damage to another building component.
- (8)** Foundation systems and slabs shall not allow water or vapor to enter into the structure so as to limit the installation of the type of flooring materials typically used for the particular application.
- (9)** Hardscape, including paths and patios, irrigation systems, landscaping systems, and drainage systems, that are installed as part of the original construction, shall not be installed in such a way as to cause water or soil erosion to enter into or come in contact with the structure so as to cause damage to another building component.
- (10)** Stucco, exterior siding, exterior walls, including, without limitation, exterior framing, and other exterior wall finishes and fixtures and the systems of those components and fixtures, including, but



not limited to, pot shelves, horizontal surfaces, columns, and plant-ons, shall be installed in such a way so as not to allow unintended water to pass into the structure or to pass beyond, around, or through the designed or actual moisture barriers of the system, including any internal barriers located within the system itself. For purposes of this paragraph, “systems” include, without limitation, framing, substrate, flashings, trim, wall assemblies, and internal wall cavities, if any.

(11) Stucco, exterior siding, and exterior walls shall not allow excessive condensation to enter the structure and cause damage to another component. For purposes of this paragraph, “systems” include, without limitation, framing, substrate, flashings, trim, wall assemblies, and internal wall cavities, if any.

(12) Retaining and site walls and their associated drainage systems shall not allow unintended water to pass beyond, around, or through its designed or actual moisture barriers including, without limitation, any internal barriers, so as to cause damage. This standard does not apply to those portions of any wall or drainage system that are designed to have water flow beyond, around, or through them.

(13) Retaining walls and site walls, and their associated drainage systems, shall only allow water to flow beyond, around, or through the areas designated by design.

(14) The lines and components of the plumbing system, sewer system, and utility systems shall not leak.

(15) Plumbing lines, sewer lines, and utility lines shall not corrode so as to impede the useful life of the systems.

(16) Sewer systems shall be installed in such a way as to allow the designated amount of sewage to flow through the system.

(17) Showers, baths, and related waterproofing systems shall not leak water into the interior of walls, flooring systems, or the interior of other components.

(18) The waterproofing system behind or under ceramic tile and tile countertops shall not allow water into the interior of walls, flooring systems, or other components so as to cause damage. Ceramic tile systems shall be designed and installed so as to deflect intended water to the waterproofing system.

(b) With respect to structural issues:

(1) Foundations, load bearing components, and slabs, shall not contain significant cracks or significant vertical displacement.

(2) Foundations, load bearing components, and slabs shall not cause the structure, in whole or in part, to be structurally unsafe.

(3) Foundations, load bearing components, and slabs, and underlying soils shall be constructed so as to materially comply with the design criteria set by applicable government building codes, regulations, and ordinances for chemical deterioration or corrosion resistance in effect at the time of original construction.

(4) A structure shall be constructed so as to materially comply with the design criteria for earthquake and wind load resistance, as set forth in the applicable government building codes, regulations, and ordinances in effect at the time of original construction.

(c) With respect to soil issues:

(1) Soils and engineered retaining walls shall not cause, in whole or in part, damage to the structure built upon the soil or engineered retaining wall.

(2) Soils and engineered retaining walls shall not cause, in whole or in part, the structure to be structurally unsafe.



(3) Soils shall not cause, in whole or in part, the land upon which no structure is built to become unusable for the purpose represented at the time of original sale by the builder or for the purpose for which that land is commonly used.

(d) With respect to fire protection issues:

(1) A structure shall be constructed so as to materially comply with the design criteria of the applicable government building codes, regulations, and ordinances for fire protection of the occupants in effect at the time of the original construction.

(2) Fireplaces, chimneys, chimney structures, and chimney termination caps shall be constructed and installed in such a way so as not to cause an unreasonable risk of fire outside the fireplace enclosure or chimney.

(3) Electrical and mechanical systems shall be constructed and installed in such a way so as not to cause an unreasonable risk of fire.

(e) With respect to plumbing and sewer issues:

Plumbing and sewer systems shall be installed to operate properly and shall not materially impair the use of the structure by its inhabitants. However, no action may be brought for a violation of this subdivision more than four years after close of escrow.

(f) With respect to electrical system issues:

Electrical systems shall operate properly and shall not materially impair the use of the structure by its inhabitants. However, no action shall be brought pursuant to this subdivision more than four years from close of escrow.

(g) With respect to issues regarding other areas of construction:

(1) Exterior pathways, driveways, hardscape, sidewalls, sidewalks, and patios installed by the original builder shall not contain cracks that display significant vertical displacement or that are excessive. However, no action shall be brought upon a violation of this paragraph more than four years from close of escrow.

(2) Stucco, exterior siding, and other exterior wall finishes and fixtures, including, but not limited to, pot shelves, horizontal surfaces, columns, and plant-ons, shall not contain significant cracks or separations.

(3)

(A) To the extent not otherwise covered by these standards, manufactured products, including, but not limited to, windows, doors, roofs, plumbing products and fixtures, fireplaces, electrical fixtures, HVAC units, countertops, cabinets, paint, and appliances shall be installed so as not to interfere with the products' useful life, if any.

(B) For purposes of this paragraph, "useful life" means a representation of how long a product is warranted or represented, through its limited warranty or any written representations, to last by its manufacturer, including recommended or required maintenance. If there is no representation by a manufacturer, a builder shall install manufactured products so as not to interfere with the product's utility.

(C) For purposes of this paragraph, "manufactured product" means a product that is completely manufactured offsite.

(D) If no useful life representation is made, or if the representation is less than one year, the period shall be no less than one year. If a manufactured product is damaged as a result of a violation of these standards, damage to the product is a recoverable element of damages. This subparagraph does not limit recovery if there has been damage to another building component caused by a manufactured product during the manufactured product's useful life.



(E) This title does not apply in any action seeking recovery solely for a defect in a manufactured product located within or adjacent to a structure.

(4) Heating shall be installed so as to be capable of maintaining a room temperature of 70 degrees Fahrenheit at a point three feet above the floor in any living space if the heating was installed pursuant to a building permit application submitted prior to January 1, 2008, or capable of maintaining a room temperature of 68 degrees Fahrenheit at a point three feet above the floor and two feet from exterior walls in all habitable rooms at the design temperature if the heating was installed pursuant to a building permit application submitted on or before January 1, 2008.

(5) Living space air-conditioning, if any, shall be provided in a manner consistent with the size and efficiency design criteria specified in Title 24 of the California Code of Regulations or its successor.

(6) Attached structures shall be constructed to comply with interunit noise transmission standards set by the applicable government building codes, ordinances, or regulations in effect at the time of the original construction. If there is no applicable code, ordinance, or regulation, this paragraph does not apply. However, no action shall be brought pursuant to this paragraph more than one year from the original occupancy of the adjacent unit.

(7) Irrigation systems and drainage shall operate properly so as not to damage landscaping or other external improvements. However, no action shall be brought pursuant to this paragraph more than one year from close of escrow.

(8) Untreated wood posts shall not be installed in contact with soil so as to cause unreasonable decay to the wood based upon the finish grade at the time of original construction. However, no action shall be brought pursuant to this paragraph more than two years from close of escrow.

(9) Untreated steel fences and adjacent components shall be installed so as to prevent unreasonable corrosion. However, no action shall be brought pursuant to this paragraph more than four years from close of escrow.

(10) Paint and stains shall be applied in such a manner so as not to cause deterioration of the building surfaces for the length of time specified by the paint or stain manufacturers' representations, if any. However, no action shall be brought pursuant to this paragraph more than five years from close of escrow.

(11) Roofing materials shall be installed so as to avoid materials falling from the roof.

(12) The landscaping systems shall be installed in such a manner so as to survive for not less than one year. However, no action shall be brought pursuant to this paragraph more than two years from close of escrow.

(13) Ceramic tile and tile backing shall be installed in such a manner that the tile does not detach.

(14) Dryer ducts shall be installed and terminated pursuant to manufacturer installation requirements. However, no action shall be brought pursuant to this paragraph more than two years from close of escrow.

(15) Structures shall be constructed in such a manner so as not to impair the occupants' safety because they contain public health hazards as determined by a duly authorized public health official, health agency, or governmental entity having jurisdiction. This paragraph does not limit recovery for any damages caused by a violation of any other paragraph of this section on the grounds that the damages do not constitute a health hazard.

§ 897. Intent of standards

The standards set forth in this chapter are intended to address every function or component of a structure. To the extent that a function or component of a structure is not addressed by these standards, it shall be actionable if it causes damage.



CHAPTER 3. OBLIGATIONS

§ 900. Warranty covering fit and finish items

As to fit and finish items, a builder shall provide a homebuyer with a minimum one-year express written limited warranty covering the fit and finish of the following building components. Except as otherwise provided by the standards specified in Chapter 2 (commencing with Section 896), this warranty shall cover the fit and finish of cabinets, mirrors, flooring, interior and exterior walls, countertops, paint finishes, and trim, but shall not apply to damage to those components caused by defects in other components governed by the other provisions of this title. Any fit and finish matters covered by this warranty are not subject to the provisions of this title. If a builder fails to provide the express warranty required by this section, the warranty for these items shall be for a period of one year.

§ 901. Enhanced protection agreement

A builder may, but is not required to, offer greater protection or protection for longer time periods in its express contract with the homeowner than that set forth in Chapter 2 (commencing with Section 896). A builder may not limit the application of Chapter 2 (commencing with Section 896) or lower its protection through the express contract with the homeowner. This type of express contract constitutes an “enhanced protection agreement.”

§ 902. Effect of enhanced protection agreement

If a builder offers an enhanced protection agreement, the builder may choose to be subject to its own express contractual provisions in place of the provisions set forth in Chapter 2 (commencing with Section 896). If an enhanced protection agreement is in place, Chapter 2 (commencing with Section 896) no longer applies other than to set forth minimum provisions by which to judge the enforceability of the particular provisions of the enhanced protection agreement.

§ 903. Written copy of enhanced protection agreement

If a builder offers an enhanced protection agreement in place of the provisions set forth in Chapter 2 (commencing with Section 896), the election to do so shall be made in writing with the homeowner no later than the close of escrow. The builder shall provide the homeowner with a complete copy of Chapter 2 (commencing with Section 896) and advise the homeowner that the builder has elected not to be subject to its provisions. If any provision of an enhanced protection agreement is later found to be unenforceable as not meeting the minimum standards of Chapter 2 (commencing with Section 896), a builder may use this chapter in lieu of those provisions found to be unenforceable.

§ 904. Enforcement of construction standards in lieu of particular enhanced protection agreement provision

If a builder has elected to use an enhanced protection agreement, and a homeowner disputes that the particular provision or time periods of the enhanced protection agreement are not greater than, or equal to, the provisions of Chapter 2 (commencing with Section 896) as they apply to the particular deficiency alleged by the homeowner, the homeowner may seek to enforce the application of the standards set forth in this chapter as to those claimed deficiencies. If a homeowner seeks to enforce a particular standard in lieu of a provision of the enhanced protection agreement, the homeowner shall give the builder written notice of that intent at the time the homeowner files a notice of claim pursuant to Chapter 4 (commencing with Section 910).

§ 905. Responsive pleading in action to enforce construction standards of this chapter in lieu of enhanced protection agreement



If a homeowner seeks to enforce Chapter 2 (commencing with Section 896), in lieu of the enhanced protection agreement in a subsequent litigation or other legal action, the builder shall have the right to have the matter bifurcated, and to have an immediately binding determination of his or her responsive pleading within 60 days after the filing of that pleading, but in no event after the commencement of discovery, as to the application of either Chapter 2 (commencing with Section 896) or the enhanced protection agreement as to the deficiencies claimed by the homeowner. If the builder fails to seek that determination in the timeframe specified, the builder waives the right to do so and the standards set forth in this title shall apply. As to any nonoriginal homeowner, that homeowner shall be deemed in privity for purposes of an enhanced protection agreement only to the extent that the builder has recorded the enhanced protection agreement on title or provided actual notice to the nonoriginal homeowner of the enhanced protection agreement. If the enhanced protection agreement is not recorded on title or no actual notice has been provided, the standards set forth in this title apply to any nonoriginal homeowners' claims.

§ 906. Effect of election of enhanced protection agreement on provisions of prelitigation procedures

A builder's election to use an enhanced protection agreement addresses only the issues set forth in Chapter 2 (commencing with Section 896) and does not constitute an election to use or not use the provisions of Chapter 4 (commencing with Section 910). The decision to use or not use Chapter 4 (commencing with Section 910) is governed by the provisions of that chapter.

§ 907. Obligation of homeowner to follow reasonable maintenance obligations

A homeowner is obligated to follow all reasonable maintenance obligations and schedules communicated in writing to the homeowner by the builder and product manufacturers, as well as commonly accepted maintenance practices. A failure by a homeowner to follow these obligations, schedules, and practices may subject the homeowner to the affirmative defenses contained in Section 944.

CHAPTER 4. PRELITIGATION PROCEDURE

§ 910. Procedures required prior to filing action for violation of construction standards

Prior to filing an action against any party alleged to have contributed to a violation of the standards set forth in Chapter 2 (commencing with Section 896), the claimant shall initiate the following prelitigation procedures:

(a) The claimant or his or her legal representative shall provide written notice via certified mail, overnight mail, or personal delivery to the builder, in the manner prescribed in this section, of the claimant's claim that the construction of his or her residence violates any of the standards set forth in Chapter 2 (commencing with Section 896). That notice shall provide the claimant's name, address, and preferred method of contact, and shall state that the claimant alleges a violation pursuant to this part against the builder, and shall describe the claim in reasonable detail sufficient to determine the nature and location, to the extent known, of the claimed violation. In the case of a group of homeowners or an association, the notice may identify the claimants solely by address or other description sufficient to apprise the builder of the locations of the subject residences. That document shall have the same force and effect as a notice of commencement of a legal proceeding.

(b) The notice requirements of this section do not preclude a homeowner from seeking redress through any applicable normal customer service procedure as set forth in any contractual, warranty, or other builder-generated document; and, if a homeowner seeks to do so, that request shall not satisfy the notice requirements of this section.



§ 911. “Builder” defined

(a) For purposes of this title, except as provided in subdivision (b), “builder” means any entity or individual, including, but not limited to a builder, developer, general contractor, contractor, or original seller, who, at the time of sale, was also in the business of selling residential units to the public for the property that is the subject of the homeowner’s claim or was in the business of building, developing, or constructing residential units for public purchase for the property that is the subject of the homeowner’s claim.

(b) For the purposes of this title, “builder” does not include any entity or individual whose involvement with a residential unit that is the subject of the homeowner’s claim is limited to his or her capacity as general contractor or contractor and who is not a partner, member of, subsidiary of, or otherwise similarly affiliated with the builder. For purposes of this title, these nonaffiliated general contractors and nonaffiliated contractors shall be treated the same as subcontractors, material suppliers, individual product manufacturers, and design professionals.

§ 912. Builder’s duties

A builder shall do all of the following:

(a) Within 30 days of a written request by a homeowner or his or her legal representative, the builder shall provide copies of all relevant plans, specifications, mass or rough grading plans, final soils reports, Department of Real Estate public reports, and available engineering calculations, that pertain to a homeowner’s residence specifically or as part of a larger development tract. The request shall be honored if it states that it is made relative to structural, fire safety, or soils provisions of this title. However, a builder is not obligated to provide a copying service, and reasonable copying costs shall be borne by the requesting party. A builder may require that the documents be copied onsite by the requesting party, except that the homeowner may, at his or her option, use his or her own copying service, which may include an offsite copy facility that is bonded and insured. If a builder can show that the builder maintained the documents, but that they later became unavailable due to loss or destruction that was not the fault of the builder, the builder may be excused from the requirements of this subdivision, in which case the builder shall act with reasonable diligence to assist the homeowner in obtaining those documents from any applicable government authority or from the source that generated the document. However, in that case, the time limits specified by this section do not apply.

(b) At the expense of the homeowner, who may opt to use an offsite copy facility that is bonded and insured, the builder shall provide to the homeowner or his or her legal representative copies of all maintenance and preventative maintenance recommendations that pertain to his or her residence within 30 days of service of a written request for those documents. Those documents shall also be provided to the homeowner in conjunction with the initial sale of the residence.

(c) At the expense of the homeowner, who may opt to use an offsite copy facility that is bonded and insured, a builder shall provide to the homeowner or his or her legal representative copies of all manufactured products maintenance, preventive maintenance, and limited warranty information within 30 days of a written request for those documents. These documents shall also be provided to the homeowner in conjunction with the initial sale of the residence.

(d) At the expense of the homeowner, who may opt to use an offsite copy facility that is bonded and insured, a builder shall provide to the homeowner or his or her legal representative copies of all of the builder’s limited contractual warranties in accordance with this part in effect at the time of the original sale of the residence within 30 days of a written request for those documents. Those documents shall also be provided to the homeowner in conjunction with the initial sale of the residence.

(e) A builder shall maintain the name and address of an agent for notice pursuant to this chapter with the Secretary of State or, alternatively, elect to use a third party for that notice if the builder has notified the homeowner in writing of the third party’s name and address, to whom claims and requests for information under this section may be mailed. The name and address of the agent for



notice or third party shall be included with the original sales documentation and shall be initialed and acknowledged by the purchaser and the builder's sales representative.

This subdivision applies to instances in which a builder contracts with a third party to accept claims and act on the builder's behalf. A builder shall give actual notice to the homeowner that the builder has made such an election, and shall include the name and address of the third party.

(f) A builder shall record on title a notice of the existence of these procedures and a notice that these procedures impact the legal rights of the homeowner. This information shall also be included with the original sales documentation and shall be initialed and acknowledged by the purchaser and the builder's sales representative.

(g) A builder shall provide, with the original sales documentation, a written copy of this title, which shall be initialed and acknowledged by the purchaser and the builder's sales representative.

(h) As to any documents provided in conjunction with the original sale, the builder shall instruct the original purchaser to provide those documents to any subsequent purchaser.

(i) Any builder who fails to comply with any of these requirements within the time specified is not entitled to the protection of this chapter, and the homeowner is released from the requirements of this chapter and may proceed with the filing of an action, in which case the remaining chapters of this part shall continue to apply to the action.

§ 913. Acknowledgement of receipt of notice

A builder or his or her representative shall acknowledge, in writing, receipt of the notice of the claim within 14 days after receipt of the notice of the claim. If the notice of the claim is served by the claimant's legal representative, or if the builder receives a written representation letter from a homeowner's attorney, the builder shall include the attorney in all subsequent substantive communications, including, without limitation, all written communications occurring pursuant to this chapter, and all substantive and procedural communications, including all written communications, following the commencement of any subsequent complaint or other legal action, except that if the builder has retained or involved legal counsel to assist the builder in this process, all communications by the builder's counsel shall only be with the claimant's legal representative, if any.

§ 914. Nonadversarial procedure established

(a) This chapter establishes a nonadversarial procedure, including the remedies available under this chapter which, if the procedure does not resolve the dispute between the parties, may result in a subsequent action to enforce the other chapters of this title. A builder may attempt to commence nonadversarial contractual provisions other than the nonadversarial procedures and remedies set forth in this chapter, but may not, in addition to its own nonadversarial contractual provisions, require adherence to the nonadversarial procedures and remedies set forth in this chapter, regardless of whether the builder's own alternative nonadversarial contractual provisions are successful in resolving the dispute or ultimately deemed enforceable.

At the time the sales agreement is executed, the builder shall notify the homeowner whether the builder intends to engage in the nonadversarial procedure of this section or attempt to enforce alternative nonadversarial contractual provisions. If the builder elects to use alternative nonadversarial contractual provisions in lieu of this chapter, the election is binding, regardless of whether the builder's alternative nonadversarial contractual provisions are successful in resolving the ultimate dispute or are ultimately deemed enforceable.

(b) Nothing in this title is intended to affect existing statutory or decisional law pertaining to the applicability, viability, or enforceability of alternative dispute resolution methods, alternative remedies, or contractual arbitration, judicial reference, or similar procedures requiring a binding resolution to enforce the other chapters of this title or any other disputes between homeowners and builders.



Nothing in this title is intended to affect the applicability, viability, or enforceability, if any, of contractual arbitration or judicial reference after a nonadversarial procedure or provision has been completed.

§ 915. Actions resulting in nonapplication of chapter

If a builder fails to acknowledge receipt of the notice of a claim within the time specified, elects not to go through the process set forth in this chapter, or fails to request an inspection within the time specified, or at the conclusion or cessation of an alternative nonadversarial proceeding, this chapter does not apply and the homeowner is released from the requirements of this chapter and may proceed with the filing of an action. However, the standards set forth in the other chapters of this title shall continue to apply to the action.

§ 916. Inspection of claimed unmet standards by builder

(a) If a builder elects to inspect the claimed unmet standards, the builder shall complete the initial inspection and testing within 14 days after acknowledgment of receipt of the notice of the claim, at a mutually convenient date and time. If the homeowner has retained legal representation, the inspection shall be scheduled with the legal representative's office at a mutually convenient date and time, unless the legal representative is unavailable during the relevant time periods. All costs of builder inspection and testing, including any damage caused by the builder inspection, shall be borne by the builder. The builder shall also provide written proof that the builder has liability insurance to cover any damages or injuries occurring during inspection and testing. The builder shall restore the property to its pretesting condition within 48 hours of the testing. The builder shall, upon request, allow the inspections to be observed and electronically recorded, video recorded, or photographed by the claimant or his or her legal representative.

(b) Nothing that occurs during a builder's or claimant's inspection or testing may be used or introduced as evidence to support a spoliation defense by any potential party in any subsequent litigation.

(c) If a builder deems a second inspection or testing reasonably necessary, and specifies the reasons therefor in writing within three days following the initial inspection, the builder may conduct a second inspection or testing. A second inspection or testing shall be completed within 40 days of the initial inspection or testing. All requirements concerning the initial inspection or testing shall also apply to the second inspection or testing.

(d) If the builder fails to inspect or test the property within the time specified, the claimant is released from the requirements of this section and may proceed with the filing of an action. However, the standards set forth in the other chapters of this title shall continue to apply to the action.

(e) If a builder intends to hold a subcontractor, design professional, individual product manufacturer, or material supplier, including an insurance carrier, warranty company, or service company, responsible for its contribution to the unmet standard, the builder shall provide notice to that person or entity sufficiently in advance to allow them to attend the initial, or if requested, second inspection of any alleged unmet standard and to participate in the repair process. The claimant and his or her legal representative, if any, shall be advised in a reasonable time prior to the inspection as to the identity of all persons or entities invited to attend. This subdivision does not apply to the builder's insurance company. Except with respect to any claims involving a repair actually conducted under this chapter, nothing in this subdivision shall be construed to relieve a subcontractor, design professional, individual product manufacturer, or material supplier of any liability under an action brought by a claimant.

§ 917. Offer to repair

Within 30 days of the initial or, if requested, second inspection or testing, the builder may offer in writing to repair the violation. The offer to repair shall also compensate the homeowner for all applicable damages recoverable under Section 944, within the timeframe for the repair set forth in



this chapter. Any such offer shall be accompanied by a detailed, specific, step-by-step statement identifying the particular violation that is being repaired, explaining the nature, scope, and location of the repair, and setting a reasonable completion date for the repair. The offer shall also include the names, addresses, telephone numbers, and license numbers of the contractors whom the builder intends to have perform the repair. Those contractors shall be fully insured for, and shall be responsible for, all damages or injuries that they may cause to occur during the repair, and evidence of that insurance shall be provided to the homeowner upon request. Upon written request by the homeowner or his or her legal representative, and within the timeframes set forth in this chapter, the builder shall also provide any available technical documentation, including, without limitation, plans and specifications, pertaining to the claimed violation within the particular home or development tract. The offer shall also advise the homeowner in writing of his or her right to request up to three additional contractors from which to select to do the repair pursuant to this chapter.

§ 918. Authorization to proceed with repair

Upon receipt of the offer to repair, the homeowner shall have 30 days to authorize the builder to proceed with the repair. The homeowner may alternatively request, at the homeowner's sole option and discretion, that the builder provide the names, addresses, telephone numbers, and license numbers for up to three alternative contractors who are not owned or financially controlled by the builder and who regularly conduct business in the county where the structure is located. If the homeowner so elects, the builder is entitled to an additional noninvasive inspection, to occur at a mutually convenient date and time within 20 days of the election, so as to permit the other proposed contractors to review the proposed site of the repair. Within 35 days after the request of the homeowner for alternative contractors, the builder shall present the homeowner with a choice of contractors. Within 20 days after that presentation, the homeowner shall authorize the builder or one of the alternative contractors to perform the repair.

§ 919. Offer to mediate dispute

The offer to repair shall also be accompanied by an offer to mediate the dispute if the homeowner so chooses. The mediation shall be limited to a four-hour mediation, except as otherwise mutually agreed before a nonaffiliated mediator selected and paid for by the builder. At the homeowner's sole option, the homeowner may agree to split the cost of the mediator, and if he or she does so, the mediator shall be selected jointly. The mediator shall have sufficient availability such that the mediation occurs within 15 days after the request to mediate is received and occurs at a mutually convenient location within the county where the action is pending. If a builder has made an offer to repair a violation, and the mediation has failed to resolve the dispute, the homeowner shall allow the repair to be performed either by the builder, its contractor, or the selected contractor.

§ 920. Actions resulting in filing of an action by homeowner; Applicable standards

If the builder fails to make an offer to repair or otherwise strictly comply with this chapter within the times specified, the claimant is released from the requirements of this chapter and may proceed with the filing of an action. If the contractor performing the repair does not complete the repair in the time or manner specified, the claimant may file an action. If this occurs, the standards set forth in the other chapters of this part shall continue to apply to the action.

§ 921. Procedure when resolution involves repair by builder

(a) In the event that a resolution under this chapter involves a repair by the builder, the builder shall make an appointment with the claimant, make all appropriate arrangements to effectuate a repair of the claimed unmet standards, and compensate the homeowner for all damages resulting therefrom free of charge to the claimant. The repair shall be scheduled through the claimant's legal representative, if any, unless he or she is unavailable during the relevant time periods. The repair



shall be commenced on a mutually convenient date within 14 days of acceptance or, if an alternative contractor is selected by the homeowner, within 14 days of the selection, or, if a mediation occurs, within seven days of the mediation, or within five days after a permit is obtained if one is required. The builder shall act with reasonable diligence in obtaining any such permit.

(b) The builder shall ensure that work done on the repairs is done with the utmost diligence, and that the repairs are completed as soon as reasonably possible, subject to the nature of the repair or some unforeseen event not caused by the builder or the contractor performing the repair. Every effort shall be made to complete the repair within 120 days.

§ 922. Observation and electronic recording, video recording, or photographing of repair allowed

The builder shall, upon request, allow the repair to be observed and electronically recorded, video recorded, or photographed by the claimant or his or her legal representative. Nothing that occurs during the repair process may be used or introduced as evidence to support a spoliation defense by any potential party in any subsequent litigation.

§ 923. Availability to homeowner of correspondence, photographs and other material pertaining to repairs

The builder shall provide the homeowner or his or her legal representative, upon request, with copies of all correspondence, photographs, and other materials pertaining or relating in any manner to the repairs.

§ 924. Offer to repair some, but not all, of claimed unmet standards

If the builder elects to repair some, but not all of, the claimed unmet standards, the builder shall, at the same time it makes its offer, set forth with particularity in writing the reasons, and the support for those reasons, for not repairing all claimed unmet standards.

§ 925. Failure to timely complete repairs

If the builder fails to complete the repair within the time specified in the repair plan, the claimant is released from the requirements of this chapter and may proceed with the filing of an action. If this occurs, the standards set forth in the other chapters of this title shall continue to apply to the action.

§ 926. Release or waiver in exchange for repair work prohibited

The builder may not obtain a release or waiver of any kind in exchange for the repair work mandated by this chapter. At the conclusion of the repair, the claimant may proceed with filing an action for violation of the applicable standard or for a claim of inadequate repair, or both, including all applicable damages available under Section 944.

§ 927. Statute of limitations

If the applicable statute of limitations has otherwise run during this process, the time period for filing a complaint or other legal remedies for violation of any provision of this title, or for a claim of inadequate repair, is extended from the time of the original claim by the claimant to 100 days after the repair is completed, whether or not the particular violation is the one being repaired. If the builder fails to acknowledge the claim within the time specified, elects not to go through this statutory process, or fails to request an inspection within the time specified, the time period for filing a complaint or other legal remedies for violation of any provision of this title is extended from the time of the original claim by the claimant to 45 days after the time for responding to the notice of claim has expired. If the builder elects to attempt to enforce its own nonadversarial procedure in lieu of the procedure set forth in this chapter, the time period for filing a complaint or other legal remedies for violation of any provision of this part is extended from the time of the original claim by the claimant to 100 days after either the completion of the builder's alternative nonadversarial procedure, or 100 days after the builder's alternative nonadversarial procedure is deemed unenforceable, whichever is later.



§ 928. Mediation procedure

If the builder has invoked this chapter and completed a repair, prior to filing an action, if there has been no previous mediation between the parties, the homeowner or his or her legal representative shall request mediation in writing. The mediation shall be limited to four hours, except as otherwise mutually agreed before a nonaffiliated mediator selected and paid for by the builder. At the homeowner's sole option, the homeowner may agree to split the cost of the mediator and if he or she does so, the mediator shall be selected jointly. The mediator shall have sufficient availability such that the mediation will occur within 15 days after the request for mediation is received and shall occur at a mutually convenient location within the county where the action is pending. In the event that a mediation is used at this point, any applicable statutes of limitations shall be tolled from the date of the request to mediate until the next court day after the mediation is completed, or the 100-day period, whichever is later.

§ 929. Cash offer in lieu of repair

(a) Nothing in this chapter prohibits the builder from making only a cash offer and no repair. In this situation, the homeowner is free to accept the offer, or he or she may reject the offer and proceed with the filing of an action. If the latter occurs, the standards of the other chapters of this title shall continue to apply to the action.

(b) The builder may obtain a reasonable release in exchange for the cash payment. The builder may negotiate the terms and conditions of any reasonable release in terms of scope and consideration in conjunction with a cash payment under this chapter.

§ 930. Strict construction of requirements; Failure of claimant to conform

(a) The time periods and all other requirements in this chapter are to be strictly construed, and, unless extended by the mutual agreement of the parties in accordance with this chapter, shall govern the rights and obligations under this title. If a builder fails to act in accordance with this section within the timeframes mandated, unless extended by the mutual agreement of the parties as evidenced by a postclaim written confirmation by the affected homeowner demonstrating that he or she has knowingly and voluntarily extended the statutory timeframe, the claimant may proceed with filing an action. If this occurs, the standards of the other chapters of this title shall continue to apply to the action.

(b) If the claimant does not conform with the requirements of this chapter, the builder may bring a motion to stay any subsequent court action or other proceeding until the requirements of this chapter have been satisfied. The court, in its discretion, may award the prevailing party on such a motion, his or her attorney's fees and costs in bringing or opposing the motion.

§ 931. Claim combined with other causes of action

If a claim combines causes of action or damages not covered by this part, including, without limitation, personal injuries, class actions, other statutory remedies, or fraud-based claims, the claimed unmet standards shall be administered according to this part, although evidence of the property in its unrepaired condition may be introduced to support the respective elements of any such cause of action. As to any fraud-based claim, if the fact that the property has been repaired under this chapter is deemed admissible, the trier of fact shall be informed that the repair was not voluntarily accepted by the homeowner. As to any class action claims that address solely the incorporation of a defective component into a residence, the named and unnamed class members need not comply with this chapter.

§ 932. Subsequent discovered claims of unmet standards

Subsequently discovered claims of unmet standards shall be administered separately under this chapter, unless otherwise agreed to by the parties. However, in the case of a detached single family



residence, in the same home, if the subsequently discovered claim is for a violation of the same standard as that which has already been initiated by the same claimant and the subject of a currently pending action, the claimant need not reinitiate the process as to the same standard. In the case of an attached project, if the subsequently discovered claim is for a violation of the same standard for a connected component system in the same building as has already been initiated by the same claimant, and the subject of a currently pending action, the claimant need not reinitiate this process as to that standard.

§ 933. Evidence of repair work

If any enforcement of these standards is commenced, the fact that a repair effort was made may be introduced to the trier of fact. However, the claimant may use the condition of the property prior to the repair as the basis for contending that the repair work was inappropriate, inadequate, or incomplete, or that the violation still exists. The claimant need not show that the repair work resulted in further damage nor that damage has continued to occur as a result of the violation.

§ 934. Evidence of parties' conduct

Evidence of both parties' conduct during this process may be introduced during a subsequent enforcement action, if any, with the exception of any mediation. Any repair efforts undertaken by the builder, shall not be considered settlement communications or offers of settlement and are not inadmissible in evidence on such a basis.

§ 935. Similar requirements of Civil Code Section 6000

To the extent that provisions of this chapter are enforced and those provisions are substantially similar to provisions in Section 6000, but an action is subsequently commenced under Section 6000, the parties are excused from performing the substantially similar requirements under Section 6000.

§ 936. Applicability of title to other entities involved in construction process

Each and every provision of the other chapters of this title apply to general contractors, subcontractors, material suppliers, individual product manufacturers, and design professionals to the extent that the general contractors, subcontractors, material suppliers, individual product manufacturers, and design professionals caused, in whole or in part, a violation of a particular standard as the result of a negligent act or omission or a breach of contract. In addition to the affirmative defenses set forth in Section 945.5, a general contractor, subcontractor, material supplier, design professional, individual product manufacturer, or other entity may also offer common law and contractual defenses as applicable to any claimed violation of a standard. All actions by a claimant or builder to enforce an express contract, or any provision thereof, against a general contractor, subcontractor, material supplier, individual product manufacturer, or design professional is preserved. Nothing in this title modifies the law pertaining to joint and several liability for builders, general contractors, subcontractors, material suppliers, individual product manufacturer, and design professionals that contribute to any specific violation of this title. However, the negligence standard in this section does not apply to any general contractor, subcontractor, material supplier, individual product manufacturer, or design professional with respect to claims for which strict liability would apply.

§ 937. Claims and damages not covered by this title

Nothing in this title shall be interpreted to eliminate or abrogate the requirement to comply with Section 411.35 of the Code of Civil Procedure or to affect the liability of design professionals, including architects and architectural firms, for claims and damages not covered by this title.

§ 938. Date of sale for applicability of title

This title applies only to new residential units where the purchase agreement with the buyer was signed by the seller on or after January 1, 2003.



CHAPTER 5. PROCEDURE

§ 941. Time limit for bringing action

(a) Except as specifically set forth in this title, no action may be brought to recover under this title more than 10 years after substantial completion of the improvement but not later than the date of recordation of a valid notice of completion.

(b) As used in this section, “action” includes an action for indemnity brought against a person arising out of that person’s performance or furnishing of services or materials referred to in this title, except that a cross-complaint for indemnity may be filed pursuant to subdivision (b) of Section 428.10 of the Code of Civil Procedure in an action which has been brought within the time period set forth in subdivision (a).

(c) The limitation prescribed by this section may not be asserted by way of defense by any person in actual possession or the control, as owner, tenant or otherwise, of such an improvement, at the time any deficiency in the improvement constitutes the proximate cause for which it is proposed to make a claim or bring an action.

(d) Sections 337.15 and 337.1 of the Code of Civil Procedure do not apply to actions under this title.

(e) Existing statutory and decisional law regarding tolling of the statute of limitations shall apply to the time periods for filing an action or making a claim under this title, except that repairs made pursuant to Chapter 4 (commencing with Section 910), with the exception of the tolling provision contained in Section 927, do not extend the period for filing an action, or restart the time limitations contained in subdivision (a) or (b) of Section 7091 of the Business and Professions Code. If a builder arranges for a contractor to perform a repair pursuant to Chapter 4 (commencing with Section 910), as to the builder the time period for calculating the statute of limitation in subdivision (a) or (b) of Section 7091 of the Business and Professions Code shall pertain to the substantial completion of the original construction and not to the date of repairs under this title. The time limitations established by this title do not apply to any action by a claimant for a contract or express contractual provision. Causes of action and damages to which this chapter does not apply are not limited by this section.

§ 942. Showing required for claim

In order to make a claim for violation of the standards set forth in Chapter 2 (commencing with Section 896), a homeowner need only demonstrate, in accordance with the applicable evidentiary standard, that the home does not meet the applicable standard, subject to the affirmative defenses set forth in Section 945.5. No further showing of causation or damages is required to meet the burden of proof regarding a violation of a standard set forth in Chapter 2 (commencing with Section 896), provided that the violation arises out of, pertains to, or is related to, the original construction.

§ 943. Other causes of action; Claims involving detached single-family home

(a) Except as provided in this title, no other cause of action for a claim covered by this title or for damages recoverable under Section 944 is allowed. In addition to the rights under this title, this title does not apply to any action by a claimant to enforce a contract or express contractual provision, or any action for fraud, personal injury, or violation of a statute. Damages awarded for the items set forth in Section 944 in such other cause of action shall be reduced by the amounts recovered pursuant to Section 944 for violation of the standards set forth in this title.

(b) As to any claims involving a detached single-family home, the homeowner’s right to the reasonable value of repairing any nonconformity is limited to the repair costs, or the diminution in current value of the home caused by the nonconformity, whichever is less, subject to the personal use exception as developed under common law.



§ 944. Damages

If a claim for damages is made under this title, the homeowner is only entitled to damages for the reasonable value of repairing any violation of the standards set forth in this title, the reasonable cost of repairing any damages caused by the repair efforts, the reasonable cost of repairing and rectifying any damages resulting from the failure of the home to meet the standards, the reasonable cost of removing and replacing any improper repair by the builder, reasonable relocation and storage expenses, lost business income if the home was used as a principal place of a business licensed to be operated from the home, reasonable investigative costs for each established violation, and all other costs or fees recoverable by contract or statute.

§ 945. Original purchasers and successors-in-interest

The provisions, standards, rights, and obligations set forth in this title are binding upon all original purchasers and their successors-in-interest. For purposes of this title, associations and others having the rights set forth in Sections 4810 and 4815 shall be considered to be original purchasers and shall have standing to enforce the provisions, standards, rights, and obligations set forth in this title.

§ 945.5. Affirmative defenses

A builder, general contractor, subcontractor, material supplier, individual product manufacturer, or design professional, under the principles of comparative fault pertaining to affirmative defenses, may be excused, in whole or in part, from any obligation, damage, loss, or liability if the builder, general contractor, subcontractor, material supplier, individual product manufacturer, or design professional, can demonstrate any of the following affirmative defenses in response to a claimed violation:

- (a)** To the extent it is caused by an unforeseen act of nature which caused the structure not to meet the standard. For purposes of this section an “unforeseen act of nature” means a weather condition, earthquake, or manmade event such as war, terrorism, or vandalism, in excess of the design criteria expressed by the applicable building codes, regulations, and ordinances in effect at the time of original construction.
- (b)** To the extent it is caused by a homeowner’s unreasonable failure to minimize or prevent those damages in a timely manner, including the failure of the homeowner to allow reasonable and timely access for inspections and repairs under this title. This includes the failure to give timely notice to the builder after discovery of a violation, but does not include damages due to the untimely or inadequate response of a builder to the homeowner’s claim.
- (c)** To the extent it is caused by the homeowner or his or her agent, employee, general contractor, subcontractor, independent contractor, or consultant by virtue of their failure to follow the builder’s or manufacturer’s recommendations, or commonly accepted homeowner maintenance obligations. In order to rely upon this defense as it relates to a builder’s recommended maintenance schedule, the builder shall show that the homeowner had written notice of these schedules and recommendations and that the recommendations and schedules were reasonable at the time they were issued.
- (d)** To the extent it is caused by the homeowner or his or her agent’s or an independent third party’s alterations, ordinary wear and tear, misuse, abuse, or neglect, or by the structure’s use for something other than its intended purpose.
- (e)** To the extent that the time period for filing actions bars the claimed violation.
- (f)** As to a particular violation for which the builder has obtained a valid release.
- (g)** To the extent that the builder’s repair was successful in correcting the particular violation of the applicable standard.
- (h)** As to any causes of action to which this statute does not apply, all applicable affirmative defenses are preserved.

