

STRIP DISTRICT BROWNSTONES

Limited Warranty and Service Procedures (Effective 07/01/18)

RIVERPLACE DEVELOPER, LLC

_____ (Owner Signature)

Printed Name: _____

Date: _____

_____ (Owner Signature)

Printed Name: _____

Date: _____

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Limited Warranty and Service Procedures

This Limited Warranty provides the entire warranty of Riverplace Developer, LLC ("RD") with respect to the Dwelling House and Property which is the subject of the Agreement of Sale and the work associated therewith. No other warranties, express or implied, are made by RD with respect to the Dwelling House, the Property, or the work associated therewith.

1-YEAR SERVICE COVERAGE, RD warrants, for a period of one (1) year after Settlement, that all elements will be free of defects in materials and workmanship of the original construction unless otherwise expressly limited or excluded in the Agreement or herein.

2-YEAR SERVICE COVERAGE, RD warrants the installation of the exterior features of your Dwelling House for a period of two (2) years unless otherwise expressly limited or excluded in the Agreement or herein. This includes, but is not limited to siding, shingles, ridge vents, and exterior trim. RD warrants the installation of the plumbing, electrical, heating, ventilation and air conditioning for a period of two (2) years after the Settlement. However, should any alterations, modifications or changes be made to the plumbing, electrical, heating, ventilation and/or air conditioning, RD's 2 year service warranty will be void and RD and/or its subcontractors shall not be responsible for any repairs for any work done to the aforementioned systems by you or your contractor. Manufacturer's warranties apply to all components and customer may incur costs related to these specific warranties.

10-YEAR STRUCTURAL COVERAGE, RD warrants, that for a period of ten (10) years after the Settlement, that the Dwelling House will be free of major structural defects. For purposes of this Limited Warranty, a major structural defect is defined as actual physical damage to one or more of the load bearing segments of the home causing the failure of the major structural components, which affects its load bearing function to the degree that it materially affects the physical safety of the occupants of the home. Load bearing components of the home deemed to have major structural defect potential include the following: roof framing members (rafters and trusses), floor framing members (joists and trusses), bearing walls, bearing columns, lintels, load bearing beams and foundation systems and footings. RD will repair or replace such items to restore their load bearing functions, as designed, and make such other repairs as are necessary to return the home to safe living conditions and habitability. However, should any alterations, modifications or additions be made to the home which result in structural damage to the home, RD's 10- year structural warranty shall become void. Alterations, modifications, and additions include but are not limited to the installation of a deck, porch, and/or porch roof performed by anyone other than RD.

MANUFACTURER'S WARRANTIES: The manufacturers of certain appliances and equipment may issue their own warranty directly to you. The manufacturers of other appliances and equipment may issue their own warranty to RD, which we hereby assign and pass through to you. Each will be for its own period of time and will cover such usage as is specifically outlined in each separate warranty and to which you are directed. The following are examples of such appliances and equipment, though not every home includes all of these items and some homes may include appliances or equipment not in this list: air conditioner, exhaust fan, furnace, smoke detector, garbage disposal, faucets, water heater, range, oven, microwave oven, dishwasher, range hood, sump pump, shower modules, toilets, light fixtures, fireplace units and windows. RD warranty and service procedures do not extend beyond the product warranty or manufacturer's warranty.

LIMITATION OF LIABILITY: It is understood and agreed that RD's liability under this warranty whether in contract, in tort, in negligence or otherwise, is limited to the remedy provided in this Limited Warranty. RD's obligations under this Limited Warranty and Purchase Agreement are limited to repair or replacement at the discretion of RD as industry standards allow. Under no circumstances shall RD be liable for any special, indirect or consequential damages, including without limitation any damages based on a claimed decrease in the value of the home, even if RD has been advised of the possibility of such damages.

NON-TRANSFERABLE COVERAGE: RD's warranty and service procedures are non-transferable. Any obligation under this limited warranty terminates if the property is resold or shall cease to be occupied by the homeowner to whom it was originally issued.

RENTAL PROPERTY POLICY: RD requires all warranty requests to be made by the purchaser of the property. All correspondence and home visits must be with the original owner, and not a tenant of the property. RD warranty does not extend to a tenant of a property.

EXCLUSIONS FROM COVERAGE: This Limited Warranty does not extend to or include the following:

- A. Defects in any appliance, piece of equipment or other item, which is covered by a manufacturer's warranty.
- B. Loss or damage caused or made worse by failure of homeowner or by anyone other than RD, its employees, agents or subcontractors to comply with the warranty requirements of manufacturer's products, appliances and equipment.
- C. Loss or damage caused by or made worse by negligence, improper maintenance or intentional or improper operation by anyone other than RD, its employees, agents, or subcontractors.
- D. Loss or damage caused or made worse by lack of maintenance, changes, alterations or additions made to the home, including but not limited to changes in the grading of the ground, after the Settlement by anyone other than RD, its employees, agents or subcontractors. This includes but is not limited to reimbursement of expenses.
- E. Under no circumstances will RD warrant any work performed by its employees, agents or subcontractors that is outside the scope of work authorized in writing by RD.
- F. Loss or damage caused by or resulting from abnormal loading of structural elements by homeowner, which exceeds design loads as mandated by codes.
- G. Any Defect caused by moisture, rot, mildew, mold, or rust due to lack of maintenance. This includes exterior trim.
- H. Loss or damage caused or made worse by failure by homeowner to give notice to RD of any defects within reasonable time.
- I. Loss or damage, which the homeowner has not taken timely action to minimize.
- J. Loss or damage resulting from use of the home for non-residential purposes.
- K. The condition of public (non-RD) improvements including pavement, curbs, sidewalks, sewers, drainage systems, electrical, gas, water, telephone laterals and connections located in rights-of-way or on private property, any portion of a Water Supply System, private or public, including volume and pressure of water flow, quality and potability of water, and any portion of a Sewage Disposal System, private or public, including design.
- L. Loss or damage to any real property due to topography, sinking, slippage, water springs and wetlands or soil erosion unless RD's original scope of work included work on that portion of the real property.
- M. Loss or damage to or caused by electrical devices hooked to sources of power. Such devices shall include, but not be limited to, appliances, telephone systems, television cable systems, intercom systems, computer systems and security systems. Sources of power shall include, but not be limited to, service entrance conductors, switches, outlets, receptacles and junction boxes.
- N. Any defect caused by, or resulting from materials or work supplied by someone other than RD, its employees, agents or subcontractors.
- O. Loss or damage caused by or resulting from accidents, riot and civil commotion, theft, vandalism, fire, explosion, smoke, water escape, falling objects, aircraft, vehicles, Acts of God, lightning, windstorm, hail, flood, mudslide, earthquake, volcanic eruption, wind driven water and changes in the underground water table.

- P. Loss caused by soil movement, including subsidence, expansion or lateral movement of the soil (including flood and earthquake).
- Q. Loss or damage, control, to the Dwelling House, persons or property directly or indirectly caused by insects, birds, vermin, rodents or other wild or domestic animals.
- R. Normal wear and tear or normal deterioration.
- S. Personal property damage or bodily injury of any kind.
- T. Costs of shelter, transportation, food, moving, storage or other incidental expenses related to relocation during repair or any other costs due to loss of use, inconvenience or annoyance.
- U. Loss or damage, not otherwise excluded under this Limited Warranty, which does not constitute a defect in the construction of the home.
- V. After the final walk through has been conducted, this Limited Warranty will not include landscaping, seeding and sod, painting and caulking, expansion or shrinkage cracks in concrete, shrinkage of wood, cosmetic items including nicks, scratches, scuffs, scrapes and dents on any surface including but not limited to doors, cabinets, windows, mirrors, woodwork, walls, floors, and ceilings, countertops and vanity tops, tubs, sinks and showers, cabinet finish and exterior hardware fixture finishes.

NO OTHER EXPRESS WARRANTIES: This Limited Warranty is the only warranty given by RD. We are not liable for any consequential or incidental damages arising as a result of a limited warranty claim. This Limited Warranty gives you specific legal rights. RD's aggregate total Liability shall not exceed the original contract price of the home.

WARRANTY CONDITIONS AND PROCEDURES: The following warranty conditions and procedures are outlined for your information and guidance to insure orderly and systematic handling of each warranty request. Your cooperation and compliance with these procedures is requested.

All warranty service calls can be made between the hours of:

8:00 a.m. and 4:00 p.m., Monday through Friday. Excluding holidays.

In case of emergency or routine questions RD recommends that you contact the Heating/Cooling, Plumbing or Electric directly. There numbers are located on the Subcontractor Listing.

Homeowner's may contact the Warranty Department at:

Phone: 412-770-7029

E-mail: lcrummie@laurelcommunities.com

Calls or e-mails will be returned by the end of the next business day.

SUPPLIER AND EQUIPMENT SERVICE

A supplier service item usually constitutes a malfunction in equipment (i.e. dishwasher, fireplace, faucet, appliances).

Procedure: To insure prompt attention, please refer to the subcontractor listing, which has been provided. Contact the service department of the applicable equipment supplier or subcontractor noted. A telephone call, particularly on an emergency item, should insure expedient attention. However, if the service is lacking, please advise the RD immediately.

***Important Note:** Read all bulletins and manuals concerning your appliance and/or other equipment. Please complete all papers included by the manufacturer regarding warranties and mail them to the appropriate company. Experience dictates caution in checking probable causes for equipment or appliance malfunctions. Oftentimes it may be that the item is not being operated properly; or it may be

the power, plumbing, or other factor related to the functioning thereof. Accurate appraisal will aid in expediting corrective action if a service request is in order. RD and its equipment suppliers are always ready to correct malfunctions or defects under the specified warranties; however, undue service or inspection requests must be charged for on the basis and/ or materials involved.

INCLUDED ITEMS AFTER SETTLEMENT

The following items are included after settlement:

- I. **DRYWALL GUARANTEE:** RD guarantees the drywall in your home for a period of one year. RD is not responsible for repainting drywall repairs. It is the homeowner’s responsibility to request service within 12 months from closing. Additional drywall issues may arise throughout the life of your home. These will not be repaired by RD after the one time service.

ITEMS NOT WARRANTED UNLESS INCLUDED ON THE PUNCH LIST

The following items are non-warrantable conditions unless included on the punch list:

I. **AFTER THE FINAL WALK THROUGH, DRIPPING FAUCETS, TOILET ADJUSTMENTS, AND SEWERS HAVE A (30) DAY WARRANTY ONLY.**

- A. Manufacturer’s warranty is applicable.
- B. Clogged toilets or drains are non-warrantable items and the plumbers will charge customers a service call fee.

I. **BROKEN GLASS, SCRATCHED GLASS, SCREENS, GRILLS, WOOD-TRIM AND SASH LINERS**

- A. Manufacturer’s warranty applies.

II. **MIRROR DEFECTS**

- A. Top quality mirrors have been used. Possible defects such as waves in the glass, scratches, silvering failures, would have been obvious on your pre-settlement orientation. Mirror silvering can be affected by steam and minute oil particles. Take care not to touch the silver with cleaning compounds or oil.

III. **STAINED WOOD**

- A. Wood cabinets, paneling, doors, and banisters all have variations in wood grain. These variations cannot be controlled.

IV. **CHIPS, SCRATCHES, OR MARKS**

- A. Chips, scratches, or marks in the woodwork, walls, porcelain, brick, mirrors, plumbing fixtures, counter tops, cabinetry, showers, tubs, sinks and flooring etc. unless included on the punch list.

V. **SPOTS ON CARPETING**

- A. RD is not responsible for carpet staining.

VI. **SERVICE COMPANY PROBLEMS**

- A. Service company meter problems, service lines installed by developer, municipality or Service Company and backfilling or sloping thereof.

VII. **PAINT & CAULK**

- A. Quality paint has been used internally and externally on your home, properly primed and finished. Color fastness under conditions of exposure to extreme sun and weather conditions cannot be maintained, although wood surfaces will still have protection of paint. Cracks, and peeling are common due to causes other than the paint or its application (allowing lawn sprinklers to hit painted areas will greatly reduce the life expectancy of the painted areas involved). RD will not be responsible for touch up painting after the final walk through. You will be provided touch up paint for those areas that may need attention.
- B. RD is not responsible for exterior maintenance and or painting on all wood trim including railings, garage doors, lintels and misc. decorative trim after the final walk through. All wood trim and all painted surfaces should be inspected by homeowner twice a year and repainted and caulked as necessary. Homeowners should assure that sprinkler systems do not reach the house.

VIII. CRACKS

- A. Concrete patios, porches, steps, walks, drives, and floors can develop cracks due to concrete's character of expanding and contracting or that of the soil on which it is laid. There is no method for eliminating this condition.
- B. Mortar cracks can develop in the mortar used in bonding bricks together. This is a normal condition due to shrinkage. Hairline cracks due to shrinkage in mortar joints are normal. Cracks should not exceed ¼ inch. Repair can be done by pointing or patching cracks in excess of ¼ inch. Color variation can be expected.
 Note: Fireplace mortar needs to be cured and tempered before being subjected to severe heat. Temper your fireplace with two or three fires. Color variation in mortar joints can occur due to weather conditions and variations in materials and is not considered a defect.
- C. Sheetrock, paneling, wood-shrinkage cracks can appear during "drying out" process of your home. This is normal.
- D. Cracking, separation, and / or shrinkage in woodwork molding due to moisture content is also non-warrantable. RD will not re-caulk or repaint interior or exterior woodwork.
- E. Minor basement and garage floor/wall cracks are normal and to be expected. The foundation walls are subject to a wide variety of stresses and strains. The base of the wall, being in the ground, maintains a fairly constant temperature; the top portion extending out of the ground is subject to temperature extremes causing concrete masonry to expand and contract. The soil on which the foundation rests may settle slightly, causing stress. Do not be alarmed if you see cracks in your foundation wall. Minor cracks normally require no action. Cracks exceeding ¼ inch width or ¼ inch vertical displacement can be repaired by surface patching. Color variation may occur. In no case will basement or garage floor be replaced by RD.

IX. OIL SPOTS ON MARBLE OR TILES

- A. These materials are porous and will absorb oil if it is allowed to stand and penetrate. The best protection is regular cleaning and care.

X. CONCRETE

- A. RD is not responsible for discoloration on concrete surfaces, interior or exterior. Curing conditions and concrete additives can cause variations in color of the finish surface of basements, garages, walks, porches, and driveways.
- B. Minor puddling can occur due to shrinking and settling of concrete during the drying/curing process.
 Puddles should not exceed 3/8 inch in depth twenty four hours after a rain.
- C. Pitting, scaling, or spalling of concrete are generally caused by concentration of water, freezing, and thawing, the use of chemicals, de-icers, and mechanical implements, and other factors beyond the builder's control. RD is not responsible for these conditions.

XI. BRICK

- A. Bricks may discolor due to the elements, rain runoff, weathering or its innate materials. This in no way affects the structural quality of the brick.
 Note: Power washing brick may change the appearance of the brick.
- B. Non-uniformity of appearance, condition, size, texture, or popping and breaking up of brick after it is laid.

XII. FLOORING

- A. Except for damage which exists to flooring as of the date of the Final Walk Through, and as shown on the Punchlist, Flooring is a non-warrantable item.

NON-WARRANTABLE ITEMS

The following items are non-warrantable:

- A. Hardwood Floors: Flooring material and finish are non-warrantable items. Both pre-finished and finished-in-place hardwood floors are susceptible to scratching and denting with normal use. Care should be taken to minimize damage from pets, footwear, etc. Gapping in hardwood can be minimized with the use of a humidifier, but a humidifier will not eliminate gaps.

- B. RD is not responsible for tree removal on or adjacent to the property after the certificate of occupancy has been issued.
- C. RD is not responsible for plastic molded trim on exterior doors when doors are painted a dark color or when a storm door is installed.
- D. RD is not responsible for lot conditions pertaining to subsurface soil conditions, ground water, slides, springs, seasonal wet spots, rock removal, or fill placed on lots.
- E. RD is not responsible for erosion or settlement on asphalt driveways. Gravel or stone will not be added or re-installed any time after settlement.
- F. RD is not responsible for shrinkage or cracking and/or gathering of water on asphalt surfaces or driveways. RD does not warrant driveways after installation.
- G. RD is not responsible for any problems related to damage caused by wind, ice/snow buildup, or severe storms to siding, soffit, fascia, shingles or wood trim, or landscaping.
- H. RD is not responsible to slope areas on garage or basement floors in relation to floor drains. Water must be broomed to floor drains in both basement and garage.
- I. RD is not responsible for damp spots on foundation walls. Damp spots on foundation walls do not constitute a wet basement. Leakage is defined as actual trickling of water through the walls and moving across the floor.
- J. RD does not finish the basement or garage areas unless included as part of the sales contract. This includes around doors, garage doors or windows.
- K. Floor and Wall Squeaks: Floor and wall squeaks may develop due to natural conditions (i.e. humidity, temperature change, natural shrinkage, moisture content of materials) RD is not responsible for floor and wall squeaks.
- L. Soil Filtration: Dark, oily soil that collects around the edges and under doors of carpeted rooms is called filtration soil and is the result of pollutants and impurities in the air being "filtered" by the carpet. This is beyond the control of the builder and therefore not warranted.
- M. Alterations to grading: Your grading has been done to insure proper drainage away from your home. Should you wish to change the drainage pattern for landscaping or other reasons, be sure a proper drainage slope is retained. We assume no responsibility for the grading if the established pattern is altered. Sewer lines/utility lines that are installed by anyone other than RD are not the responsibility of RD.

LANDSCAPING

To the extent landscaping is included in the Contract Price, we will try to present a home as complete as possible with regards to landscaping, and make it conform to the lot conditions, to your best advantage. Once you have moved into your new home, however, there are elements and incidents over which we have little or no control and represent a maintenance responsibility of the homeowner. One of these is the effect of heavy rains and the washing of these rains that occurs in this area of many hills and valleys. Also, there is the responsibility of wet weather springs that hold over after a winter of heavy snows and continued rains in the spring weather and early summer. In order to avoid any misunderstanding, we would like to clarify our responsibility as follows:

Starter Lawn: If a starter lawn is a part of your new home package, these rains will affect you so it is necessary for you to fully understand the conditions under which your starter lawn will be installed.

Landscaping and seeding schedule of completion: The topsoil, finish grading will be completed in a timely manner, but no later than **July 30th** for those houses completed the previous year. For those homes completed in January, February, March, and April of the current year, the completion date for topsoil, finish grading, and seeding will be completed by **August 30th** of the current year.

- 1. Topsoil, seed, and fertilizer will be applied according to the most accepted standards and at a time when weather conditions permit. We cannot be responsible for adverse weather conditions occurring after the lawn has been planted or after taking possession, whichever comes later. In case of serious washouts by storms or excessively heavy rains, we will furnish, one time only, a 10 lb. bag of seed, but no labor, in order that you may repair any damage.

2. Since the starter lawn is necessarily applied over newly graded land, sunken spots sometimes will occur. It will be the homeowner responsibility to obtain topsoil and fill in any settlement and reseed.
3. Since this is a starter lawn, it will be necessary for you to continually water, fertilize and reseed to ensure positive growth depending on current weather conditions. Please see the following insert regarding Lawn Care Tips.
4. RD is not responsible for groundwater or springs.
5. RD is not responsible for seeded lawn areas after installation.
6. RD is not responsible for shrubbery or trees after installation.

Grass, trees and shrubs should be watered daily assuring all areas have received enough water to wet the ground depending on the weather conditions. Homeowner should continue to do this for a 4-week period after installation of grass and trees.

7. Straw should not be raked up. If you notice that one particular area is not growing, you may remove that straw, rough up the soil, reseed and lay the straw back down.

GRADING

Proper grading is essential to provide and maintain a dry basement. We have provided proper drainage around your home. In some cases, the addition of swales and mounding around the outside of the foundation wall may have been necessary. It is important that the established grades be maintained and the ditches remain open so that surface water may flow away from your home. We will provide, on a one-time basis, material only to fill any sunken areas next to the foundation within the first year. It is homeowners' responsibility for filling and reseeding affected areas.

DRIVEWAYS

RD is not providing any warranty associated with the asphalt driveways.

HOMEOWNER MAINTENANCE TIPS

We offer the following suggestions in order to help you maintain your new RD Home in top condition with minimal effort:

CARPETING

Carpet maintenance should be tailored to the specific fiber used in the carpet. Generally, carpet includes vacuuming and prompt attention to spills. Our carpets were selected for their ability to withstand day-in and day-out wear with minimum care. When available, a booklet will be given to you when selecting your carpets, which will prescribe a carpet care program for your specific carpet pile fiber. Seams and color variations (shading) may be evident depending on the style of carpeting and the pile fiber you have chosen. Some color fading may occur due to constant exposure to direct sunlight. Closing drapes during certain times of the day will help prevent such fading. RD is not responsible for color variation in carpet.

CERAMIC TILE

A separation between the tub and the wall tile and/or cracking of joints between ceramic tile and tub and shower stall corners may occur because of excessive moisture in these areas. The weight of water and a bather also contribute to such separation. This is a homeowner's normal maintenance function. Simply remove the old grouting and fill the crack with new grouting compound available at a hardware store. This situation may develop periodically depending on living habits and maintenance. Normally, a wipe with a damp cloth will keep the tile clean. Heavy accumulations of film can be removed with soapless detergent or tile cleaner. A light brushing with diluted bleach once or twice a year can maintain the whiteness of the seams.

RESILIENT FLOORS

Resilient floors include vinyl, linoleum, cork, asphalt, and vinyl tile. We have chosen these floors for their design, availability, and resistance to wear. Some items that you should be aware of include:

1. Raised nail heads are caused by movement of the floor joists because of shrinkage and deflection. We have attempted to minimize the problem by using special nails and by gluing the plywood to minimize the number of nails required.
2. We suggest that you re-drive these nails by placing a 2 x 4 on the raised nail head and then hitting the 2 x 4 with a hammer. The 2 x 4 spreads the area of shock and will not break the tile while resetting the nail.
3. Tile or resilient separation or seam lifting is normally caused by water seeping between the tiles during floor cleaning. Floors should be damp mopped not flooded with water during cleaning. Precautionary measures should be taken to avoid getting water on the floor from showers and baths. A waterproof grout, available at most hardware stores, may be used at the junction of the tub and floor to eliminate the possibility of water getting beneath the tile/ resilient at this point.
4. Floor tiles often separate near heat registers or at the outside walls of a room. The heat from the registers softens the flue (mastic) and causes the tile to move when stepped on or when a chair is pushed against it. Expansion and contraction of underlayment (where used) or sub-flooring and of the tiles themselves also cause separation. We have sanded the underlayment joints and filled them to minimize the possible problem of ridges showing through you tile. Minor ridging may occur due to shrinkage of the underlayment.
5. RD is not responsible for any problems with resilient floors if they are not identified at the Pre-Settlement Orientation.

BASEMENT AND GARAGE FLOORS

Concrete will contract and expand due to numerous factors. Cracks are a normal expectation and are best left alone. Attempts to fill them will not stop expansion and contraction and filling material (if used) will be continually forced out of the crack. Because of the nature of the concrete material, some minor low spots may occur on your basement floor. Therefore, some sections of the floor may have to be broom swept during cleaning. Cracks or low spots will not affect the overall strength of the floor. Color variation of concrete is normal. Color will become more uniform with age. Occasionally, basement floors will collect water as a result of condensation of warm, moist air on the cold basement floor. Mildew may result from this moist condition. RD is not responsible for the slope on garage floor, basement floors, or porch surfaces.

Steps can be taken to preserve the finish of the concrete by sealing. As with most products, the better quality sealer, the better protection you will receive.

DOORS

Your new RD Home is equipped with a variety of door types. These will react differently under various weather and humidity conditions. Exterior doors are equipped with a weather-stripping, which provides maximum seal against air filtration. Occasional spraying of graphite into key slots of lock sets, tightening of lock set screws, and keeper adjustment will assure you of maintenance free operation of your door locks.

On interior wood doors, whether bi-fold or six panel, certain other traits are apparent. A certain amount of expansion and contraction in width is normal due to changing temperatures and humidity. Doors will be wider in the summer and in humid periods and narrower in dry weather conditions. Therefore, do not be hasty in adjusting, planing or cutting your doors, as it will tend to correct itself.

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

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

Bi-fold doors will need to be adjusted from time to time. Keep tracks, pivots, and guides, free of paint and dirt. A little wax or silicone spray applied to the guide edges of the track will allow the doors to operate smoothly. The moving parts of garage doors should be oiled about once every three months. The screws that tighten the hardware to the door should be tightened about once a year, or as necessary, because the wood shrinks a little as it ages.

Caulking around all exterior openings should be oiled about once every spring and fall. Caulking can easily be repaired with caulking compound, which can be purchased from most hardware stores. All doors must be caulked and pointed on a regular basis. We recommend every other year depending on weather conditions and exposure.

ELECTRICAL SYSTEM

To provide complete safety, high quality wiring, outlets and switches have been installed to meet local and federal standards and safety. Part of the electrical system is located in the circuit breaker terminal box. It is here that electrical power enters and is distributed throughout the house.

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

1. Worn out cords
2. Defective plug connections
3. Defects in the appliances themselves
4. Starting of electrical motors (starting uses more current than running) To restore electrical power to its circuit do the following:
 - Remove plug(s) which may be causing the overloading
 - Reset the switch by pushing it all the way to the off position, and then push the switch to the on position. If the reset switch automatically switches off again, your circuit is still overloaded or that particular circuit has a short. If one circuit continues to break, call the electrician.

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

“Do- it- yourself” electrical wiring is dangerous. The electrical circuits in your home have been designed for trouble free service and safety. If you desire additional wiring, call a licensed electrician. Do not jeopardize your home and family by installing unauthorized circuits. Ground fault interrupter receptacles and circuits are a non-warrantable item.

Smoke Detectors: According to industry standards, smoke detectors should be hose vacuumed and batteries replaced every three (3) months. RD is not responsible for the maintenance or operation of any smoke detectors installed in the home.

WATER HEATER

The water heater in your home, whether gas or electric, is equipped with a temperature and pressure relief valve which is designed to open if excessive pressure or temperature builds up within the tank. When this happens, water is allowed to flow from the tank. This flow of water is coming from the relief valve; the water supply to the tank should be shut off.

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

Gas hot water tanks normally have a temperature dial (hot, warm, mild) on the outside of the tank and the temperature can be completely controlled by adjusting the dial. On an electric hot water heater, because of the inherent danger in resetting the temperature, we suggest you call a serviceman.

*** Under no circumstances should you turn on the electric water heater without water in the tank because the elements will quickly burn out. In case of any emergency with water of hot water heaters, be sure to familiarize yourself with proper places to turn off the water supply. Manufacturer's warranty is applicable.**

WATER LINES

All water lines have been installed in your home in accordance with applicable building and plumbing codes. In some municipalities, water pressure is abnormally high and regulators are installed to reduce water pressure within the home so that washer and appliance life may be maintained. Do not adjust this regulator once it is installed. Exterior hose bib connections must be shut off and drained during the winter season at the inside shut-off-valve bleed line at petcock on inside shut off valve.

HEATING AND COOLING

A complete and correct understanding of your heating and cooling equipment can help you minimize your energy consumption. One basic rule applies to all systems: During the heating season, the thermostat should be set to maintain the lowest temperature at which you are comfortable.

Each degree of higher temperature setting, results in a marked increase in the fuel consumption. Likewise, during the cooling season, each degree of lower setting increases fuel consumption by a significant amount. All heating systems except baseboard and ceiling cable utilize a furnace, ductwork, registers, filter and a thermostat to control the temperature in the house. Indoors design temperature for cooling according to ACCA (Air Conditioning Contractors of America) manual "J" residential load calculations: If outside temperature is 88 degrees Fahrenheit, then the inside should be 75 degrees Fahrenheit. For heating, standards indicate that, if it is 7 degrees Fahrenheit outside, then it should be 70 degrees Fahrenheit inside.

Thermostat

The thermostat will be your primary concern with all systems. The thermostat controls the temperature produced by the heating system.

Individual room temperature may be further controlled by adjusting the individual registers on the dampers in the ducts from the furnace to the registers. If your home is heated by a warm air system, your thermostat may also have controls for converting the system from heating to cooling and vice versa. A 3 to 6 degree plus or minus temperature swing in different rooms is considered acceptable.

We recommend that you set the thermostat at 68 degrees. Frequently changing the thermostat wastes fuel. However, with a gas or electric furnace, (but not with heat pump systems) you may wish to adjust your thermostat to a lower setting at night or during time when you are out of the house.

With heat pump systems, the thermostat also includes a fan selector switch. This will enable you to operate your circulating fan only to prevent air stagnation when neither heating nor cooling is required.

Registers

The registers in your house help to regulate the flow of air and to maintain the desired temperature. Personal taste in comfort levels may require slight adjustments in the registers to keep each living area at the desired temperature. If your lower level is too cool in the winter, start closing upper level registers until the desired results are obtained.

Maintenance

In all forced air-heating systems, the basic requirement for maintaining economical operation of your furnace is to **keep the air filter clean**. Building activity in and around the home creates excessive amounts of dust and dirt, so check the filter about once a month after moving in. The filter should be replaced or cleaned every 3 months.

With heat pump systems, it is important to keep leaves and snow from around the outdoor unit, and to keep the unit level for maximum efficiency. You might also notice steam rising from your outdoor heat pump unit during the colder winter weather. This is normal when the unit is completing its defrost cycle.

Service

There are some things you should check prior to calling for service.

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

If the circuit breakers trip frequently or immediately after resetting, call a serviceman. Interruptions of power (such as during electrical storms when lights blink) can cause a circuit breaker to trip. If your system malfunctions during or just after a thunderstorm, the circuit breaker would be the first item to check. Any system should be checked and cleaned periodically by a professional repairman. See the instruction manual for the recommended frequency of this care for your system.

CONDENSATION AND HUMIDITY

Relative humidity, which is usually expressed in a percentage figure, means the percentage of water vapor in the air compared to the maximum amount of water vapor that could possibly be present in the air at a given temperature. The key word here is temperature because as temperature increases, the capacity of air to hold moisture increases. Therefore, there is considerably more actual moisture in 70 degrees air with 40% relative humidity than there is 0 degrees air with 40 % relative humidity.

In older homes it was possible for great volumes of colder air, with lower quantities of moisture, to leak into the structure, in the winter, if moisture was not added to these older homes, they often had a dry feeling. With your new dwelling house, we have attempted to prevent any significant quantity of outdoor air from entering so that the relative humidity should remain in a comfortable range.

On the other hand, the "tightness" of your dwelling house restricts outdoor air from entering and lowering the relative humidity. Moisture introduced by you inside of the house has less chance to escape and may create a high humidity condition in the house. The first sign of excess moisture is usually condensation on windows, glass doors, basement walls, or pipes in the basement.

"Condensation" is defined as "the reduction to a denser form (as from steam to water)". Condensation takes place in a home whenever warm, moist air comes into contact with cooler surfaces such as windows and basement walls. Individual living habits vary and so does the amount of relative humidity. Condensation on your windows is an indication that the humidity is too high. Things that affect relative humidity in the house are use of showers, dishwasher and laundry, canning and other cooking, and an abundance of plants. In fact, a family of four will put an average of 18 gallons of water into the house.

You must take precautions to prevent humidity levels from becoming high enough to cause condensation. If you see condensation occurring, you should increase the use of ventilating fans and open the dryer vent and/or windows slightly while doing laundry. For precise control, you may want to purchase a dehumidifier.

LAWN CARE RECOMMENDATIONS

1. Always try to water your lawn in the early morning around 5 a.m. This is the BEST time for watering, bar none. Early morning watering is best due to: the lack of evaporation that takes

place, low winds that can blow your lawn dry, high humidity and morning dew that adds to the moisture. Early morning watering helps to prevent lawn diseases that can be caused by watering at night because it gives your lawn time to dry by nightfall. Obviously, this can be best accomplished with a sprinkler system.

2. New lawns usually need to be watered once a day so the seeds can germinate and a good solid root system can form. On average, this can last from 2-8 weeks, depending on the type and grass and season.
3. Try watering your lawn a day before mowing. This will allow your lawn to recover from the cutting and help it to look nicer as a result.
4. If you have recently fertilized your lawn, especially with a granular (dry) fertilizer, then you may want to water a few extra times, especially during dry and hot summer months. This can help the fertilizer take hold and aid in preventing the fertilizer from "burning" the grass.
5. Obviously, how much you should water depends on the season, grass type, and soil type. A general rule of thumb is that your lawn should receive at least 1 inch of water per week. However, how often you water also depends on how you want your lawn to look. Many people simply do not water their lawn enough. Basically, your lawn needs moisture (water), nutrients, and air to grow. By not watering enough, you can dry-out the grass, soil, and root system, and your lawn may either go dormant or ultimately die during hot summer months.
6. The best way to gauge if your lawn is not receiving enough water is to probe the soil to see how moist or dry it is. Soil probes usually either take a sample out of the ground or use electronic sensors to test the moisture. If you're not interested in buying one of these instruments, you can simply take a narrow screwdriver or stiff wire and push it into the ground in several places. If you are able to penetrate to the suggested root depth (usually 6-8 inches), then your soil is properly saturated. If not, then your watering is not reaching the desired depth and you may need to water for longer periods of time.
7. If you find that you're not getting enough water in the soil but do not know how much your sprinkler produces in a given time, then you may want to perform a sprinkler test. A sprinkler test can be carried out by simply placing equal sized old coffee cans or containers around the area that you run your sprinkler and let it run for 20 minutes. Once completed, take a measurement of the water that has accumulated in each container. This will show you two things: One, if you are getting an equal distribution of water in the area. If not, make the necessary adjustments to your sprinkler or sprinkler heads and test again. Two, it will tell you how much water is sprayed in twenty minutes. For example, if you have accumulated 1 inch of water in your container, then you are spraying 3 inches (20 minutes X 3 = 60 minutes) of water per hour.

FERTILIZING

Granular (Dry) Fertilizers: Due to their relative ease of use and length of duration, Granular fertilizers are perhaps the most popular. The fertilizer will typically be a time-release (slow) or fast-release bend of fertilizer. The following are the relative descriptions and properties for each:

1. **Time-Release (slow) Fertilizers:** Time-release fertilizers are a popular choice for homeowners. They provide fertilization over a period of time (usually 2-6 months) after application by slowly releasing its nutrients through a permeable coating around the fertilizer. This is obviously a popular choice to most homeowners because, once applied, your lawn will usually not need another application until at least a few months later. The release of nutrients is often accelerated during conditions of moisture (watering) and by the penetration of microorganisms that work their way through the coating. Some of the benefits gained by the use of this type of fertilizer are: long-lasting effectiveness due to slow release, a decreased likelihood of burning your lawn, relative ease of use, fewer applications needed per year, and the reduced chance of the fertilizer leaching (dissolving or passing) through the soil. Leaching can be a concern if you have less dense, sandy-soil that can allow the nutrients to pass-through too quickly, especially during rainy or wet conditions.
2. **Fast-Release Fertilizers:** Fast-release fertilizers are known for their ability to supply nutrients to the grass faster than the time-release types. Even though they are typically applied in the same manner as the slow-released, the fast-released fertilizers will tend to show their results much

quicker with immediate nitrogen availability. However, due to their relatively quick release, they usually last up to a few months between applications. The benefits of fast-release fertilizers are: Quick release and green-up, lower costs, ease of use, and ability to release in colder weather. The draw-backs are: ease of grass burn, more applications needed per season, greater need for watering, and the tendency to leach (dissolve or pass) in sandy soils

3. **Liquid Fertilizers: Not recommended**

4. **Synthetic Fertilizers: Synthetic fertilizers are usually manufactured chemically and can provide a more** immediate release and greening effect. However, some argue that the effects are not natural, thereby not providing the nutrients needed by the soil. The benefits to synthetic fertilizers are that they can act fast, penetrate the soil, provide a quick response and greening effect, and are easy to use. However, the drawbacks are that the effects are often temporary, thereby requiring more applications. Synthetics can also easily burn the lawn if not properly applied.

5. **Organic Fertilizers:** Some people believe that the best fertilizers are those that are totally natural. Organic fertilizers are those made from once-living organisms and/or their by-products. Often applied over the lawn by special spreaders, shovels, rakes, and hands, organics tend to be slow to breakdown and release nitrogen. They can also improve the texture and surface of the lawn. By adding soil or sand to the surface of your lawn, you can improve the surface and help create a more- densely populated lawn. The drawbacks to organic fertilizers are that they tend to be unpredictable and release nitrogen best during times of moisture and warmth. They are also hard to apply evenly, high in only one of the three major nutrients.

Cool-Season Grasses tend to have two flourishing (or growing) periods. The first is after the lawn's return from winter dormancy. The second is during the early fall, when temperatures moderate and droughts and heat waves typically are gone (after August). For Cool-Season lawns, it is usually best to concentrate a larger amount of nitrogen to be applied during the early fall growing period and a lesser amount in the spring.

1. Many fertilizers on the market today come as combinations, or can be mixed during the same application time with other agents. For example, fertilizers are often mixed with weed controls, pest controls, moss controls, dandelion control, etc. If they are not mixed, but you have a disease or pest problem, you can purchase the treatment separately and apply it based on your needs.
2. Avoid applying nitrogen when your lawn is dormant or has not yet greened-up. The growing stimulant provided by the nitrogen could end up encouraging weed or the growth of other unwanted grasses in your lawn.
3. Avoid fertilizing your lawn during periods of drought or when it is excessively dry. Most fertilizers need a good couple of waterings after fertilizing, and if the fertilizer sits without a good soaking, it could burn your lawn.
4. Every lawn is unique. Ultimately, the perfect schedule for your lawn depends on you.

AERATING & THATCH

Aerating is the process of punching holes (usually 3-4 inches deep) into your lawn to allow water, oxygen, fertilizers, and other nutrients to penetrate the soil and better reach the roots of your grass. Lawns should be aerated at least once per year in the spring. Aeration helps breakdown thatch buildup. If you have a small buildup of thatch each year, aerating generally solves this problem.

When you should aerate typically depends on the type of soil and grass you have. If you have a clay soil, you should generally aerate twice a year. If you have sandy soil, you should typically aerate once a year. Late-spring to early summer is, in most cases, the best time to aerate. The following are guidelines that will help you to determine when the best time to aerate is:

1. If you have clay soil, it will typically compact easily and need to be aerated more often than other types of soil and should be aerated twice a year (spring and fall).
2. If you have sandy soil, it will typically not compact as easily as clay soils, therefore you should aerate your lawn only once during the year (spring or fall).
3. If you are planning on fertilizing or reseeding your lawn, it is best to aerate just prior to doing so. This will help allow the fertilizer, seed, and other nutrients to penetrate your lawn and soil, thereby producing better results.
4. Try not to aerate during times of drought and high heat. Instead of helping your lawn, it may allow moisture to escape the soil more rapidly and remove small layers of Thatch that can actually benefit your lawn. This moderate layer of thatch can help to insulate your soil from sunlight and excessive evaporation.
5. Avoid aerating your lawn during times of weed problems. Aerating may actually help spread weeds by causing weed infestation. Try to control your weeds prior to aerating.
6. Try to water and/or dampen your lawn one day prior to aerating. This will help soften the soil and allow for better penetration by the aerator, thereby providing better results.
7. If you just planted a new lawn it is best to wait until your grass roots are well established to begin aerating. Additionally, pre-mature aerating can cause excess moisture/water buildup and can prevent the grass roots from getting enough air to grow deep.

MOWING TURF GRASSES

Good mowing practices are perhaps the most important single factor contributing to a well-groomed appearance and the longevity of any turf grass area.

Height of Cut

The heights at which a given perennial grass can be cut and still survive for extended periods are directly related to its ability to produce enough leaf surfaces to keep up photosynthetic production of food.

Kentucky bluegrass and fine leaf fescues must be cut relatively high (1 ¼ to 2 ½ inches) because they cannot produce enough leaf mass at low heights to sustain the plants.

Frequency of Cut

Frequency of mowing is also an important consideration in the maintenance program. Infrequent clipping allows the grass to grow to such a degree that any subsequent clipping removes too much leaf surface. At no time should clipping amounts in excess of ¼ to 1/8 of the total leaf surface be removed at a given mowing. Removal of larger amounts of leaf surface will result in a physiological shock to the plant, and cause excessive graying or browning of the leaf tips. The frequency of clipping must be governed by the amount of growth. In turf, growth is related to weather conditions, season of the year, soil fertility, moisture conditions, and the natural growth rate of the grasses.

Mowing Practices

It is essential that all types of mowing equipment be kept sharp and in good operating condition. Dull, improperly adjusted equipment not only destroys the aesthetic value of the turf by discoloration and bruising of the leaf tips but also provides more ready access for disease organisms and insects through the damaged leaves.

GRADING

The grading will be accomplished to cause the water to flow away from your home. When necessary, a ditch will be provided to direct water so it will run off without causing damage to the foundation. The grades are established to prevent to the extent possible any wet basement that may arise. If the homeowner performs the landscaping phase of construction, the dry basement guarantee is void. The temporary ditches are not attractive and are intended as a temporary measure to reduce damage until such a time as you can get ground coverage on all of your lot and thus do away with the need for

ditches. It will be necessary for you to maintain the established grades and to keep these ditches open so that they will serve their purpose. If water is allowed to stand in your yard, especially near the house, it will force its way into the basement, through waterproofing and masonry. Thus, you may have to fill some sunken places next to the house in order to maintain the proper grade in addition to keeping the drainage ditches open.

WATERPROOFING

Because masonry basement walls are not waterproof in themselves, RD has taken several steps to prevent water from entering your basement. RD has waterproofed the outside of the foundation below grade with a high quality waterproofing material. RD has installed exterior perimeter drainage to direct any water that may accumulate at the base of the foundation to an approved location determined by the local municipality.

It is important that you keep the ends of these drain relief pipes clear so that water flowing from around the foundation is not blocked at the street. We have established the grade around the outside of the house to carry the water away from your house. (See Landscaping)

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

DRIVEWAYS

RD does not warrant the asphalt after driveway installation.

ROOFS, GUTTERS, AND DOWNSPOUTS

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

Special care should be taken to avoid damaging your roof when installing television or radio antennas. A careless job can cause serious leaks. Excessive traffic (walking) on the roof can cause damage. Do not face-nail shingles if they come loose.

It is your responsibility to keep gutters and downspouts clear of tree limbs, leaves, balls, and other obstructions, which can stop the downspouts from functioning properly. It is most important to check gutters in the fall since the most serious damage to your home will result in the winter if gutters and downspouts are obstructed. Ice buildup can also cause water to back up under the shingles and leak into the house. We will not be responsible for roof, gutter, downspout, or related damage caused by ice or snow buildup, high winds, or severe storms. You may want to discuss coverage for these kinds of damage with your insurance agent when selecting a homeowner's policy.

WINDOWS

The vinyl portion of your windows will need very little, if any treatment, except cleaning for many years. The screens should be removed and washed with soap and water at least once a year.

Windows should be maintained by keeping the sill and tracks clean, and spraying sidetracks with silicone spray. Vinyl liners and jambs should not be painted. Manufacturer's warranty is applicable.

ADDITIONAL PROVISIONS

1. During construction of the dwelling, it may not be safe for you to enter the Property or the Dwelling Unit. If you desire to visit and/or tour the dwelling, arrangements are to be made during regular business hours (Monday through Friday) with RD. Under no circumstances should you

enter onto the lot or into the dwelling without written authorization from RD. This policy is for your own safety.

2. RD expressly disclaims all warranties or representations, express and/or implied, as to the condition of the lot, including but not limited to subsurface soil condition, grading, locations of manholes, catch basins, or the location or presence of easements including but not limited to storm and sanitary sewer lines, cable lines, water lines, electrical lines, and telephone lines.
3. You acknowledge that municipal sidewalks, common driveways, and pedestrian easements may be a part of your plan and may affect their lot. RD is not responsible for the sidewalks or driveway aprons after closing.
4. For warranty visits where the issues are determined to be non-warranted items, there will be a fee of \$75 charged to the homeowner payable to RD plus any other costs incurred. RD has identified throughout this Limited Warranty those items considered to be non-warranted and/or homeowner maintenance. Please refer to your warranty prior to calling the service department.
5. Calls will be evaluated by the warranty department and will be directed to the appropriate sub-contractor. When the sub-contractor evaluates the situation, and it is found to be the responsibility of the homeowner a separate fee determined by the subcontractor will be collected during the visit.
6. Prior to installing invisible fences or markers, RD recommends that customers have the property professionally staked by a survey company in order to determine property lines. *Homeowners are responsible for determining boundaries of property lines.*
7. Mold can occur in damp, moist or wet places in a house, especially humid spaces such as a basement or bathrooms. It is the homeowner's responsibility to take all reasonable steps to monitor the relative humidity throughout the home to help minimize the potential for mold. Water leaks and mildew must be addressed immediately by the homeowner. Periodic inspections should be conducted of the roof, windows, walls, gutters, basements, HVAC systems and foundations to ensure that an environment conducive to the growth of mold does not exist. RD will warrant for a period of one (1) year after "Closing", your house against any mold detected as a result of defective materials and/or workmanship in the original construction. Any change to the home which results in conditions which foster the growth of mold or any failure by the homeowner to remedy a condition which fosters the growth of mold will void this warranty.
8. Customers or agents of customers are not permitted to enter homes under construction for the purpose of doing any form of construction work or making any alterations to the home before the settlement. Violation of this policy will void all warranties from RD, its subcontractors and suppliers.
9. RD is unaware of any adverse subsurface soil conditions on the lot including the presence of carbonaceous shale. All warranties express or implied as to subsurface soil conditions are specifically excluded from RD's Limited Warranty.

Should any provision of RD's be declared void or be determined by any court of competent jurisdiction to be invalid or unenforceable, the validity of the remaining parts, terms or provisions of the Limited Warranty shall not be affected thereby, and the Limited Warranty shall be construed in all respects as though such invalid or unenforceable provisions were omitted.

Upon Owners' signature of this RD Homeowners Warranty, it is agreed that homeowner understands and acknowledges this Limited Warranty provided to them by RD and agrees to the terms and conditions thereof.

Owner

DATE

Owner

DATE

ACCEPTED THIS _____ DAY OF _____, 2018

RIVERPLACE DEVELOPER, LLC