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# SECTION I - INTRODUCTION

## **Welcome to Hamlet Homes Customer Care**

We at Hamlet Homes, as the representative for the seller, thank you for choosing our home for you and your family. Our construction team will strive to present you with a defect-free home at the time of closing that you will enjoy for many years to come. We realize, however, that with new home construction there will be items that naturally occur and require minor adjustments and corrections. In the event that you should experience these occurrences, Hamlet Homes would like you to know how to get them resolved quickly and efficiently.

We have provided you with a warranty program through our Trade Contractors. This warranty will meet or exceed the NAHB guidelines for new home construction. NAHB guidelines for cosmetic blemishes states “Any blemishes that are readily visible from a standing position facing the surface at a distance of 6 feet under normal lighting conditions are considered excessive.” It is the homeowner’s responsibility to address all cosmetic blemishes at the time of the homeowner walk through for repairs. Hamlet Homes will not continue to warranty cosmetic blemishes or damages throughout the one-year warranty period including but not limited to scratches, bumps, texture differences, etc. This warranty consists of a one-year limited warranty of all components of your home. This one-year limited warranty is not transferable and will be void upon sale or transfer of ownership.

In addition to this warranty package, we are providing you with this Customer Care Manual. This manual contains information on specific components of your home, the occurrences that our Trade Contractors will warrant, and supplemental details on maintenance and homeowner responsibility. Please carefully read through the Customer Care Manual at your convenience to help you better understand the warranty coverage on your home.

## **Hamlet Homes’ Role and Responsibilities**

Hamlet is pleased to be serving as the representative for the seller of your home to you. This means that while Hamlet is not the seller of your home, Hamlet has agreed, by contract with your seller, to represent the seller in carrying out the seller’s responsibilities set forth in this document. All references to “Hamlet” or “Hamlet Homes” in this document refer to Hamlet’s responsibilities solely as an agent and representative of the seller.

## **Hamlet Homes Contact Information**

Your Hamlet Homes Customer Care Representative will respond to any warrantable service requests you may have after you close on your new home. Please submit requests online, by phone, or mail as outlined below, and your Hamlet Homes Representative will contact you within 2 business days.

1. Visit our website at [www.HamletHomes.com](http://www.HamletHomes.com), locate the Customer Care icon and follow the instructions.
2. Call Hamlet Homes directly at (801) 281-2223
3. Put your request in writing and send to:  
Hamlet Homes, Attn: Customer Care, 84 West 4800 South, Suite 200, Murray, Utah 84107.

## **Hamlet Homes' Customer Service Request Procedure**

We would like to see that obtaining service on your new Hamlet Homes is a simple and friendly experience. Upon your request, Hamlet will visit your home at 2 specific times during the 1-year warranty period:

- At least 30 days after closing (Initial Service)
- 11-12 months after closing (Final Service)
- The homeowner or a representative of the homeowner must be present during all warranty repair visits by Hamlet Homes or one of the subcontractors

For the Initial Service, you may submit service requests at any time, and a Hamlet representative will contact you to let you know your requests have been received. For requests less than 30 days after Closing, we will let you know we have received your request and we will consolidate all requests until after 30-days, and then reach out to you to schedule a service visit. If you do not submit a service request during the first 30 days, we will not contact you, however, you may still submit a service request at any time before the Final service and we will come and perform the requested service.

For the Final Service, at your request, once we have received your service request our Warranty Service Representative will contact you to schedule an appointment to review any open Work Order items or address any items noted during the Final Service visit.

The following steps will lead you in the right direction:

1. Identify the problem or situation.
2. **If identified as an emergency, see the Emergency Procedures in the next section.**
3. Review the Customer Care Manual to determine if the problem or situation is covered under the warranty.
4. Inform Hamlet Homes of your concerns so that we may follow up with the correct subcontractor or utility company at the next scheduled visit.

To inform Hamlet Homes of a particular concern or to request service directly from Hamlet Homes, you may do the following:

1. Visit our website at [www.HamletHomes.com](http://www.HamletHomes.com), locate the Customer Care icon and follow the instructions.
2. Call Hamlet Homes directly at (801) 281-2223
3. Put your request in writing and send to:  
Hamlet Homes, Attn: Customer Care, 84 West 4800 South, Suite 200, Murray, Utah 84107.

Upon receipt of a warrantable service request, a Hamlet Homes Representative will contact you within 2 business days to review your concern. The repairs will be scheduled for one of the two nonemergency service visits. If the service requested is an emergency, it will be addressed as such and handled immediately.

When requesting service, please remember to include all phone numbers and email addresses at which you may be contacted along with your address and subdivision.

Hamlet Homes will make every effort to solve or correct your concerns with as little inconvenience to you as possible.

## **Emergency Procedures**

What is an emergency? Hamlet defines 2 types of emergency service requests: 1) An **immediate attention emergency** means that you cannot continue to occupy your home and 2) a **next business day emergency** is anything that cannot wait until the next scheduled submittal date but does still allow the homeowner to occupy the home.

An immediate attention emergency means that you cannot continue to occupy your home. The examples that follow are **immediate attention emergencies**:

- Complete stoppage of the sewage system
- Water leak that requires the water service for the ENTIRE home be shut off
- Complete loss of heat in cold weather months
- Complete loss of electricity
- Gas leak
- Any situation that endangers the occupants of the home

In the event of an **immediate attention emergency**, please do the following:

- Contact the appropriate utility company or subcontractor and
- Contact Hamlet Homes: **MONDAY through FRIDAY** (8:00 AM to 5:00 PM) please call Hamlet Homes at (801) 281-2223 **EVENINGS, WEEKENDS & HOLIDAYS** please call (801) 281-2223 and follow the prompts for After Hours Emergency Service.

**If it is After Hours, the answering service will contact the On-Call Hamlet Representative who will contact you with additional information.**

A next business day emergency is anything that cannot wait until the next scheduled service date but does still allow the homeowner to occupy the home. The examples that follow are **next business day emergencies**:

- Major landscaping problem i.e. sprinkler head broken, system not functioning, dead or dying plants and trees
- Minor plumbing leak in the home i.e. under the sink, dishwasher, laundry or water heater
- Electrical outlet or switch not working
- A water leak of any kind i.e. roof leak, door or window leak, foundation leak
- No AC in the home in warm weather months
- Appliances not functioning

In the event of a next business day emergency, please do the following:

- Visit our website at [www.HamletHomes.com](http://www.HamletHomes.com), locate the Customer Care icon and follow the instructions.
- **MONDAY through FRIDAY** (8:00 AM to 5:00 PM) please call Hamlet Homes at (801) 281-2223 **EVENINGS, WEEKENDS & HOLIDAYS** please call (801) 281-2223 and follow the prompts for After Hours Emergency Service

## Section I - Continued

At the time of your Homeowner Orientation, the Homebuilding Supervisor will provide you with a list of the major subcontractors and utility companies relating to these situations should an emergency occur. Always inform Hamlet Homes of such emergencies so we can perform the proper follow up to make sure the situation is promptly resolved.

### **Warranty Information**

Your Home is warranted to be free of defects in material and workmanship (per NAHB Guidelines) for one year.

The following sections of the Customer Care Manual will provide you with valuable information concerning your new home. It will list the major components of your new home, describe the warranty relating to each component, and specify items to be warranted. Also, specific issues relating to homeowner maintenance and natural occurrences will be addressed designating individual responsibilities.

1. Introduction
2. Construction and Systems
3. Inside Your Home (fixtures and finishes)
4. Outside Your Home (concrete, landscaping, etc.)

For a more detailed breakdown of the specific items covered and their location in the manual, please refer to the Table of Contents.

Please take the time to carefully read and understand each section of the manual. Again, this will eliminate any potential misunderstandings that could occur.

Hamlet Homes does not accept third party recommendations as warranty.

**All warranty requests must be submitted to Hamlet Homes for any work to be done. Hamlet Homes will not pay for or reimburse homeowners for any third-party repairs under any circumstance.**

## SECTION II – CONSTRUCTION & SYSTEMS

### **Caulking**

All the interior and exterior woodwork miter joints have been caulked with a latex caulk in preparation for the paint process to occur. Also, any exterior penetration and/or area that is susceptible to either air or water infiltration have been caulked with a silicone type caulking. Wet areas around tubs, showers, and sinks have been sealed with a tub and tile caulk.

It is the homeowner's responsibility to address all cosmetic blemishes at the time of the homeowner walk through for repairs. Hamlet Homes will not continue to warranty cosmetic blemishes or damages throughout the one-year warranty period including but not limited to scratches, bumps, texture differences, etc.

### **WARRANTY COVERAGE:**

The following items are under warranty, as they pertain to caulking, to be free of defects in material and workmanship for one year after closing:

- Leaks in exterior walls due to inadequate caulking

*Note: Your home will always be subject to expansion and contraction due to changes in temperature and humidity. Dissimilar materials also expand and contract at different rates. This results in the separation between materials, particularly dissimilar materials. This is unavoidable and most noticeable during the first year of ownership but may continue beyond that time. Examples of this will be at the intersection of the countertops and wall surface and at the intersection of the wood trim and drywall. Although alarming to the homeowner this is a natural occurrence. The homeowner must recognize these situations and incorporate them into their normal home maintenance program.*

### **Carpentry and Woodwork**

### **WARRANTY COVERAGE:**

The following items are under warranty, as they pertain to the carpentry (interior and exterior) and wood work (interior and exterior), of your home to be free of defects in material and workmanship for the period of one year after closing:

- Floor squeaks resulting from improper nailing of sub-floor
- Uneven wood floors more than 1/4 inch of ridge or depression within a 32-inch measurement parallel to the floor joists
- All interior and exterior walls with bowing more than 1/4 inch within a 32-inch horizontal or vertical measurement
- Deflections exceeding the material specifications and local building code requirements
- Open joints in exterior trim or between exterior trim elements, including siding and masonry more than 3/16 inch
- Joints in interior trim more than 1/8 inch
- All interior and exterior walls which are not plumb more than 1/2 inch in an 8' vertical measurement

*Note: The Trade Contractor will return one time during the first year of ownership if needed to repair any open joint on the exterior trim. All wood is affected by temperature and humidity, which causes the material to expand and contract. This is an unavoidable occurrence.*

### **Damp proofing**

The exterior of your below grade concrete foundation walls has been coated with a sprayed-on damp proofing material at locations where living areas (finished and unfinished) are below finished grade.

#### **WARRANTY COVERAGE:**

The following items are under warranty, as they pertain to damp proofing, to be free of defects in material and workmanship for the period of one year after closing:

- Water seeping through the concrete wall below established grade level. Warranty does not apply to water infiltration due to changes in grading, drainage, Acts of God (Floods), Offsite changes to drainage caused by others.

*Note: Dampness may be present on the inside of the concrete foundation wall after excessive watering or a severe storm. This is to be expected. Please maintain the proper grade around the perimeter of your home to reduce the probability of this occurrence. See Grading and Drainage.*

### **Doors**

**EXTERIOR:** The doors in your home are made up of two layers of fiberglass with foam insulation between. The frame of the door is made up of wood jambs and head with an adjustable threshold on the bottom. All doors are equipped with dead bolts, standard key lock and rubber sweep pre-installed on the bottom. Also, the sides and top of the jambs of the frame have vinyl weather stripping pre-installed to keep most air and elements out when the door is closed. The weather stripping and rubber sweep may not create a full seal of the door. Although the weather stripping is designed to keep most elements out there may be times when some light or air may come through.

**INTERIOR:** The interior doors of your home are made up of two layers of a Masonite material with solid wood backing in specified areas of the door to strengthen the unit during operation. Between the layers of Masonite is a wood bi-product to act as filler. The jambs of the door are made up of wood with three hinges.

#### **WARRANTY COVERAGE**

The following items are under warranty, as they pertain to exterior and interior doors, to be free of defects in materials and workmanship for a period of one year after closing:

- Adjustment of door and/or frame because of settlement
- Adjustment of exterior door to resist most air infiltration
- Interior double doors not to exceed 1/4 inch variance at bottom of doors

*Note: The routine adjustment of the threshold is the responsibility of the homeowner. The exterior doors will expand and contract with changes in the weather and humidity resulting in the door needing minor adjustments. The four screw heads located in the threshold can be turned either clockwise or counterclockwise moving the threshold in the appropriate direction. The ideal situation is to have the rubber sweep on the door rub the threshold but not to the point of tearing the sweep.*

## Section II - Continued

*The interior doors are also susceptible to temperature changes and humidity similar to that of the exterior units. It is very common for the interior doors, especially those located near the outlet register, to swell and not operate properly. Also, the gas heat typically will dry out the wood in your home, including the doors. The doors in turn will shrink and need minor adjustments. Hamlet Homes is not responsible for these adjustments caused by excessive moisture or heat from the home's HVAC system.*

### **Drywall**

The interior walls and ceiling of your home have been constructed of gypsum wallboard (drywall). Slight imperfections may present themselves such as shrinkage, cracks, nail pops and seam lines. These appear during the drying and stabilization period of your home. This is a normal and natural occurrence.

It is the homeowner's responsibility to address all cosmetic blemishes at the time of the homeowner walk through for repairs. Hamlet Homes will not continue to warranty cosmetic blemishes or damages throughout the one-year warranty period including but not limited to scratches, bumps, texture differences, etc.

### **WARRANTY COVERAGE:**

The following items are under warranty, as they pertain to drywall, to be free of defects in material and workmanship for the period of one year after closing:

- Repair and/or correction of excessive: nail pops, blisters in the tape, excess compound in corners, cracked corner beads, stabilization cracks following the NAHB guidelines of 6 feet away under normal lighting conditions

*Note: Your home will continue to expand and contract throughout the first year of ownership and beyond. Due to this continued movement, **The Trade Contractor will return to repair the stabilization related items one time through the first year of ownership.** If needed these repairs will be scheduled to be done during the Final Warranty Service visit. (10-12 months after closing) Any of these repairs that are completed will be re-painted to match as closely as possible. Please retain the touch up paint that is given to you at the homeowner orientation. This paint is the same paint that was used in your home. Hamlet Homes will not be responsible for the color variation because of original paint fade and household dust. Also, it is recommended not to wallpaper during the first year of ownership. Let your home go through a full season of heating and cooling to try to eliminate as much stabilization as possible. Hamlet will not be responsible to paint or touch up any areas that have been painted by the homeowner with paint that is not the original paint.*



## **Electrical**

The electrical system in your home has been installed by a licensed electrician and inspected by the local building official for code compliance. This system includes the meter box located on the exterior of your home, the panel box located in the basement or garage area and all outlets, switches and light fixtures.

### **WARRANTY COVERAGE:**

The following items are under warranty, as they pertain to the electrical fixtures, to be free of defects in material and workmanship for the period of one year after closing.

- Failure of wiring to carry the designated electrical current
- Constant tripping of circuit breakers (assuming proper load and usage)
- Proper function of outlets, switches or fixtures under normal use
- Malfunctioning of GFCI circuits

*Note: Always check the breakers in the panel box first when experiencing electrical failure. Also, remember that all outlets located in or near wet areas are on a GFCI circuit. Wet areas include kitchens, bathrooms, garages, basements and exteriors. If one outlet does not operate, simply check the other outlets on that circuit to make sure the GFCI is reset. The smoke detectors are hard wired with a battery backup. When the battery loses its charge, the detector will begin to chirp alerting the homeowner of the need of replacement.*

## **Fire Separation Wall (If applicable)**

The wall separating your home from the adjacent property is called a fire separation wall. This wall will exist only in a twin home or townhouse situation. The wall consists of two layers of 1” drywall with metal connection points and wood studs. The sole purpose of the fire separation wall is to provide a 2-hour fire rating. This means that it will take 2 hours to burn through the wall before damaging the adjacent property.

### **WARRANTY COVERAGE:**

The following items are under warranty, as they pertain to the fire separation wall, for one year after closing:

- Repair and/or correction of excessive: nail pops, blisters in the tape, excess compound in corners, settlement cracks

*Note: **This wall is not soundproof.** The air gaps and wall insulation will aid in deadening the sound transmission but will not prevent it. The amount of sound transmission is affected by location and severity of the source, time of day, relative humidity and current temperature, only to name a few. Also, this wall is an integral part of the construction of your twin or town home. Damage to the wall in the event of a fire, earthquake, alteration of the wall, etc. is not covered.*

## **Garage Doors**

The garage door(s) on your home have been installed by a professional door installation company. Any adjustments to the door or springs must be done by a professional installer. The springs which enable the door to operate are under extreme tension and can be hazardous to a novice attempting an adjustment.

### **WARRANTY COVERAGE:**

The following items are under warranty, as they pertain to garage doors to be free of defects in material and workmanship for one year after closing:

- Proper operation of garage door(s)

*Note: The garage door when closed does not seal against the elements like that of the other doors in your home and may show some light around the perimeter. It is not uncommon to have rain and snow enter these areas during inclement weather. Also, if the homeowner chooses to have an automatic door opener installed by a contractor other than Hamlet Homes, Hamlet Homes will not warrant the operation of the door from that point to the expiration of the warranty. The Garage door will make noises while opening and closing. These noises may vary due to outside temperatures. This is normal and is not a defect in material or workmanship. The homeowner is responsible to grease the rollers and hinges as needed to reduce any excess noise and to keep the door operating as designed.*

## **Heating, Ventilation and Air Conditioning**

The furnace and air conditioning system have been installed by a licensed heating contractor and inspected by the local building official for code compliance. This system will provide you with many years of comfort if given the proper care and maintenance. Your furnace and AC condenser require yearly inspection and maintenance from a licensed HVAC Contractor. This should be a part of your normal home maintenance program. Also, in cold winter months, the home must be maintained at a minimum temperature of 65°F.

### **WARRANTY COVERAGE:**

The following items are under warranty, as they pertain to heating, ventilation and air conditioning, to be free of defects in material and workmanship for a period of one year after closing:

- Adequate heating: produce and maintain an average inside temperature of 70°F in the center of the room where the thermostat is located measured at a height of 5 feet above the floor when the outside ambient temperature is above 11°F
- Adequate cooling: produce and maintain inside temperature of 78°F in the center of the room where the thermostat is located measured at a height of 5 feet above the floor when the outside ambient temperature is below 95°F
- Proper blower and ignition system operation
- Leak in gas lines
- Leaking refrigerant lines
- Loose or separated duct work

*Note: The filter located inside your furnace must be checked and cleaned monthly for the HVAC system to function properly. Also, the homeowner can adjust the registers to direct more or less air into specific areas. When the furnace*

## Section II - Continued

begins to operate you may hear a ticking sound coming from the duct work. This is a normal condition caused by warm air forcing the cold duct work to expand. Air conditioning is installed with your furnace and you need to make sure the condensation drain line remains free of dust and debris. This will cause the system to leak and possibly freeze inside the unit. The air conditioning unit will need service on a regular basis. In extreme heat conditions it is normal for the cooling system to only maintain a maximum of 20 degrees difference from the outside ambient temperature. Consult the HVAC contractor for the proper maintenance guidelines. Temperatures will vary between the main floor, upper floor and the basement level. This is due to warm air rising and cool air dropping which means that during cold months the registers will need to be balanced/adjusted to push more air to the basement to keep a more equal temperature throughout the different levels of the home and the opposite during the summer.

### **Plumbing**

The plumbing system contains all of the piping and plumbing required for delivery of water, heating of water and the evacuation of waste from the home. The local building department in your city will perform a final inspection on your plumbing system to confirm adherence to code requirements. This system will provide you with many years of trouble-free operation if maintained properly. Your water heater requires yearly inspection and maintenance from a licensed Plumber. This should be a part of your normal home maintenance program.

### **WARRANTY COVERAGE:**

The following items are under warranty, as they pertain to plumbing fixtures, to be free of defects in material and workmanship for the period of one year after closing.

- Washer or valve leaks
- Defective plumbing fixtures, appliances or trim fittings
- Noisy water lines occurring from faulty material and/or workmanship only
- Leakage from any pipe from faulty material and/or workmanship only
- Stopped up sewers, fixtures and drains due to **faulty material and/or workmanship only**
- Frozen pipes due to faulty material and/or workmanship only

*Note: **Do not use chemicals or tablets of any kind in the toilet tank as it can damage the flapper. Using such items voids the warranty on the flapper and will be homeowner responsibility for any repair.** Homeowners are responsible for clogged sewers and/or drains due to regular use. During the winter season all garden hoses must be removed from the exterior hose bib locations. Although these faucets are frost free, the water in the attached hose will freeze and potentially burst inside the valve. **You are responsible to maintain a consistent temperature in your home year-round and in the winter time you must maintain a temperature of 65°F.** Hamlet Homes will not be responsible for frozen pipes due to freezing temperatures in your home. Also, if the water pressure is not satisfactory, **DO NOT** adjust the pressure reducing valve located at the water main. **ONLY** a licensed plumber can make any adjustments to this valve. It is recommended for the homeowner to familiarize themselves with the locations of the shutoff valves in the event of a leak.*

## **Windows**

The windows and sliding glass doors in your home are made of vinyl frames with double pane glass. The windows are either single-hung or sliding windows. Each sliding window has one panel that is active and one panel that is stationary that slide horizontally. Each single-hung window has one panel that is active and one panel that is stationary that slide vertically and has two tension rods consisting of a cord and spring system to help open the window. The sliding glass door consists of two panels, one active and one stationary. All windows and sliding doors come with screens. This set up will give you years of use with little maintenance.

### **WARRANTY COVERAGE:**

The following items are under warranty, as they pertain to windows and sliding glass doors, to be free of defects in material and workmanship for one year after closing.

- Condensation between the glass panes
- Malfunctioning tension rods
- Minor adjustments to restore proper working order on windows and doors
- Broken glass caused by settlement **ONLY**

*Note: It is normal to experience condensation on the inside glass and frame of the window and/or sliding door based on the inside vs. outside temperatures. The homeowner must identify this situation and prevent damage to the window sills and floor coverings. Also, the windows and slider tracks must remain clean to prevent damage to tension rods and sliding door wheels.*

## **Mold Disclosure and Disclaimer**

### **NOTICE, DISCLOSURE & DISCLAIMER**

#### **What Homeowners Should Know About Mold**

**MOLD**-Mold is a type of Fungus. It occurs naturally in the environment, and it is necessary for the natural decomposition of plants and other organic material. It spreads by means of microscopic spores borne on the wind and is found everywhere life can be supported. Residential home construction is not, and cannot be, designed to exclude mold spores. If the growing conditions are right, mold can grow in your home. Most homeowners are familiar with mold growth in the form of bread mold, and mold that may grow on bathroom tile.

In order to grow, mold requires a food source. This might be supplied by items found in the home, such as fabric, carpet or even wallpaper, or by building materials, such as drywall, wood and insulation to name a few. Also, mold growth requires a temperate climate. The best growth occurs at temperatures between 40°F and 100°F. Finally, mold growth requires moisture. Moisture is the only mold growth factor that can be controlled in a residential setting. By minimizing moisture, a homeowner can reduce or eliminate mold growth.

Moisture in the home can have many causes. Spills, leaks, overflows, condensation, and high humidity are common sources of home moisture. Good housekeeping and home maintenance practices are essential in the effort to prevent or eliminate mold growth. If moisture is allowed to remain on the growth medium, mold can develop within 24 to 48 hours.

## Section II - Continued

**Consequences of mold.** All mold is not necessarily harmful, but certain strains of mold have been shown to have adverse health effects in susceptible persons. The most common effects are allergic reactions, including skin irritation, watery eyes, runny nose, coughing, sneezing, congestion, sore throat and headache. Individuals with suppressed immune systems may risk infections. Some experts contend that mold causes serious symptoms and diseases which may even be life threatening. However, experts disagree about the level of mold exposure that may cause health problems, and about the exact nature and extent of the health problems that may be caused by mold. The Center for Disease Control states that a causal link between the presence of toxic mold and serious health conditions has not been proven.

**What the homeowner can do.** The homeowner can take positive steps to reduce or eliminate the occurrence of mold growth in the home, and thereby minimize any possible adverse effects that may be caused by mold. These steps include the following:

Before bringing items into the home, check for signs of mold. Potted plants (roots and soil), furnishings, or stored clothing and bedding material, as well as many other household goods, could already contain mold growth.

Regular vacuuming and cleaning will help reduce mold levels. Mild bleach solutions and most tile cleaners are effective in eliminating or preventing mold growth.

Keep the humidity in the home low. Vent clothes dryers to the outdoors. Ventilate kitchens and bathrooms by opening the windows, by using exhaust fans, or by running the air conditioning to remove excess moisture in the air, and to facilitate evaporation of water from wet surfaces.

Promptly clean up spills, condensation and other sources of moisture. Thoroughly dry any wet surface or material. Do not let water pool or stand in your home. Promptly replace any materials that cannot be thoroughly dried, such as drywall or insulation.

Inspect for leaks on a regular basis. Look for discolorations or wet spots. Repair any leaks promptly. Inspect condensation pans (refrigerators and air conditioners) for mold growth. Take notice of musty odors and any visible signs of mold. Should mold develop, thoroughly clean the affected area with a mild solution of bleach. First, test to see if the affected material or surface is color safe. Porous materials, such as fabric, upholstery or carpet should be discarded. Should mold growth be severe, call on the services of a qualified professional cleaner.

### **Hamlet Homes Mold Prevention Tips:**

The most practical approach to limit mold growth is early detection and prompt resolution of excessive moisture. If you can see mold or detect an earthy or musty odor, you can assume you have a moisture problem that must be resolved to achieve a permanent solution to arresting mold growth. Mold growth is found behind walls or under materials where water has damaged surfaces. Look for discoloration and mold on surfaces.

Controlling indoor air moisture will limit the probability of supporting mold growth from condensing water on interior surfaces; such as on walls, windows and areas near air conditioning supply registers. Relative humidity meters are useful for detecting excessive moisture and they are available from most hardware stores. Moisture sources that increase indoor relative humidity are: habitation (people release moisture), bathing, cooking, plants, washing and air-drying of dishes and clothes, unvented combustion appliances, humidifiers and outdoor ventilation air in humid climates.

## Section II - Continued

Another moisture source is water from leaks; such as from pipes, rain water leakage through windows, roof flashing, ice dams, etc.

Take notice of musty odors in the home because they indicate the presence of mold. Look for visible signs of mold and abate the moisture source.

Do not store organic materials such as paper, books, clothes, etc., in humid locations (such as in unconditioned basements).

### **Disclaimer and Waiver**

Whether or not you as a homeowner experience mold growth depends largely on how you manage and maintain your home. Our responsibility as a homebuilder must be limited to things we can control. We will repair or replace defects in our construction (defects defined as a failure to comply with reasonable standards or residential construction) for a period of 1-year. We, the builder will not be responsible for any damages caused by mold, or by some other agent, that may be associated with defects in our construction, to include but not be limited to property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, and adverse health effects, or any other effects. Any implied warranties, including an implied warranty of workmanlike construction, an implied warranty of habitability, or an implied warranty of fitness for a particular use, are hereby waived and disclaimed.

## SECTION III – INSIDE YOUR HOME

### **Appliances**

The appliances in your home include the dishwasher, stove, hood fan, garbage disposal, furnace, and water heater. Optional appliances are the refrigerator, microwave, washer and dryer. In order to ensure that your appliances give you optimum performance for the years to come be sure to fully acquaint yourself with the complete safety, use and maintenance instructions before using the appliances.

It is the homeowner's responsibility to inspect all appliances are free from dings, dents, scratches etc. at the time of the homeowner walk through for repair. These items are not covered under warranty after that time.

#### **WARRANTY COVERAGE:**

The following items are under warranty, as they pertain to appliances, to be free of defects in material and workmanship for the period of one year after closing:

- The manufacturer's warranty will be in effect covering operation under normal use situations.

*Note: Make sure you fill out the registration card for each appliance to begin the warranty with each manufacturer. This will include the serial number, model number and date of closing. The garbage disposal will not take all food waste. Bones and grease are NOT recommended. Read the manuals for each appliance for proper operation. Your furnace and AC condenser require yearly inspection and maintenance from a licensed HVAC Contractor. This should be a part of your normal home maintenance program.*

### **Cabinets**

Your home has been designed with fine quality kitchen and bath cabinets. They are built with solid oak, maple or alder doors, front styles and drawer fronts. The sides and rear are made of pressed particle board with a veneer on the finished edges. The shelves are adjustable with a layer of melamine acrylic coated durafoil which eliminates the need for shelf paper.

#### **WARRANTY COVERAGE:**

The following items are under warranty, as they pertain to cabinets, to be free of defects in material and workmanship for the period of one year after closing:

- Cabinets which become loose from the wall
- Cabinet doors and/or drawers which are not adjusted properly at time of installation
- Doors that are warped more than 1/4 inch measured from face frame to point of furthestmost warpage with door or drawer in the closed position

*Note: The irregular pattern and colors of the wood grain of your cabinets occurs naturally. Hamlet Homes and the cabinet manufacturer cannot control this process therefore it cannot be warranted. Also, your cabinets should be cleaned and polished on a periodic basis with approved fine furniture cleaning products. This maintenance will preserve the finish of the wood and keep their natural beauty for years to come. Hamlet Homes will not warrant the finish on your cabinets which show damage from improper use of water or detergents and neglect and/or abuse.*

### **Granite/Quartz Countertops (If applicable)**

The countertops in your home may be made with a natural granite stone or quartz. This material, while very durable, is not damage proof. The stone is scratch resistant and has been sealed to be stain resistant. However, this material is not scratch or stain proof. The granite is a natural stone product and some variations in the product will occur.

#### **WARRANTY COVERAGE:**

The following items are under warranty, as they pertain to granite/quartz countertops, to be free of defects in material and workmanship for the period of one year after closing:

- Countertops that become loose from the cabinet below not caused by homeowner abuse
- Cracks in epoxy joints not caused by homeowner abuse

***Note: The granite/quartz material on your countertops is durable but will damage. Do not use your countertop as a cutting board. Do not place hot pots or pans on the tops without the use of a hot pad. Do not stand on your countertop to reach high shelves or lights. Any spills should be wiped up immediately to minimize staining of the stone. Any damage caused from these items is not warranted by Hamlet Homes.***

*The granite/quartz has been pre-sealed prior to installation, but as part of any regular maintenance program the countertops need to be re-sealed every six months to one year with a natural stone sealer. This will help prevent staining or other damage to the countertop. Frequent cleaning with warm water is generally all that is required to maintain the appearance. Acidic or abrasive cleaners should NEVER be used on granite or quartz.*

*Granite is a natural product and is subject to many variations in the veining patterns. The exact appearance, pattern or texture of the veining or the stone cannot be guaranteed to be identical to other samples or pieces. However, the unique quality of each piece is considered to be part of the beauty of a natural product.*

### **Fireplace (If applicable)**

The fireplace in your home is a gas-fired appliance with inoperable doors or a grill cover. It is designed to be decorative yet will generate pleasant comforting heat.

#### **WARRANTY COVERAGE:**

The following items are under warranty, as they pertain to the fireplace, to be free of defects in material and workmanship for the period of one year after closing:

- Proper functioning of fireplace including negative draft conditions and mechanical failure

***Note: The gas fireplace requires little maintenance from the homeowner. After long periods of no use it is normal for the fireplace to emit smoke as it burns the dust that has built up inside the unit. Care should be taken when lighting the pilot light as with any gas appliance. Refer to the care and use guide that accompanies the fireplace unit.***



## **Floor Coverings**

**CARPET:** The floors in the primary living areas of your home have been covered with professionally installed carpet. All carpet comes from the mill in standard 12-foot widths. Every effort has been made to limit the number of seams and locate them as unobtrusively as possible. However, seaming is unavoidable. Some grades, brands, or colors of carpet may show seams more readily than others, but this is not necessarily a reflection on the quality of carpet you have chosen.

**RESILIENT FLOORING (VINYL):** The resilient flooring you have chosen is a no-wax durable but delicate material. Although easy to clean, it is easy to damage. Sliding the stove or refrigerator into place can easily scuff or tear the floor.

**HARDWOOD FLOORING:** The hardwood flooring (optional) will add years of beauty to your home. This floor could either be a field-finished or pre-finished product. As with all wood, it will expand and contract relative to the atmospheric conditions present at the time.

**CERAMIC TILES:** The ceramic tiles (optional) used in various rooms of your new home provide a durable and decorative covering for the floors. **The grout is not sealed by our contractor and you may wish to seal it after you move in.** Care must be taken to prevent the grout from staining by proper cleaning and maintenance.

**LAMINATE FLOORING:** Laminate flooring (optional) is a very durable and easy to maintain floor. It is similar to the kitchen and bath countertops; however, the laminate is thicker and more resilient to heat and scratching. This type of floor is a true “floating floor” which means it is only secured at intersections of dissimilar flooring (i.e. ceramic tile or vinyl). This allows it to expand and contract freely.

### **WARRANTY COVERAGE:**

The following items are under warranty, as they pertain to floor coverings, to be free of defects in material and workmanship for a period of one year after closing:

- Separation of carpet seams due to faulty installation
- Re-stretch or re-secure carpet due to faulty installation
- Re-set nail heads that become visible in resilient flooring
- Ridges or depressions in the resilient flooring exceeding 1/8 inch
- Re-attachment of resilient flooring per manufacturer’s specifications, should it become loose due to faulty installation
- Seams in resilient flooring exceeding 1/8 inch
- Loose ceramic tiles
- Cracks in grout of ceramic tiles one time throughout the first year
- Re-gluing of laminate flooring which becomes loose due to faulty installation

*Note: Carpets must be regularly vacuumed to keep them clean and avoid wearing unevenly in traffic areas. Hamlet Homes is not responsible for dye lot/color variations when performing a warranted repair or replacement. Heavy point loads such as high heel shoes can create indentions and possibly complete penetration through the surface of resilient flooring. Hardwood floors are susceptible to similar damage from high heel shoes. Also, hardwood will absorb moisture*

## Section III - Continued

very quickly. Any spill or leak should be cleaned up immediately to prevent further damage. The grout of the ceramic tile is **not** sealed

and is up to the homeowner to seal if desired. Hamlet Homes is not responsible for color differences in grout. The homeowner may experience gaps against cabinets and/or walls with the laminate flooring. This is to be expected due to the natural expansion and contraction of the floor. Scratches may occur on any of these materials during normal use. This is not a defect in material or workmanship and is **not** a warranted repair.

### **Painting**

**INTERIOR:** The interior of your home has been painted with two coats of an interior latex paint. The first coat of paint is called the prime coat. This seals the drywall for the second coat which is called the finish coat. All walls and trim are painted the same color, unless an optional two- or three-tone paint was selected. The paint which is used will withstand a light washing with soap and water.

**EXTERIOR:** The exterior wood trim work around the front doors and windows (if applicable) of your home have been painted with two coats of an exterior grade paint, a prime coat which seals the raw wood and a finish coat. The exterior grade paint used is manufactured to resist normal weather conditions. The exterior doors on your home also have two coats of a pre-selected color, the same method as the other paint processes of your home. For painting on exterior cement Siding or trim please refer to the siding section of this manual.

**All paint touch ups must be addressed during initial homeowner walk through. All touch up work thereafter will be homeowner responsibility unless repairs are made that require paint after a warranted repair.**

### **WARRANTY COVERAGE:**

The following items are under warranty, as they pertain to interior and exterior paint, to be free of defects in material and workmanship (per NAHB guidelines) for one year after closing:

- Touch-up paint that is required after other warranted repairs and/or adjustments
- Sufficient coverage of walls, ceilings, and trim surfaces where specified **during homeowner walk only**
- Peeling paint on exterior trim

*Note: Due to texture you may see variations in reflection of the walls from different angles. This is normal and is not covered under warranty. Hamlet Homes is not responsible for slight variations in either the interior or exterior paint upon completion of other related warranted corrections. All paints will fade with time, especially the exterior due to existing weather conditions. Also, Hamlet Homes is not responsible for any touch-up of custom colors the homeowner applies on areas where warranted work may be necessary.*

## SECTION IV – OUTSIDE YOUR HOME

### Concrete

Concrete flat work and foundation is warranted to be free of defects in material and workmanship for one year after closing. For either Interior or Exterior concrete, builder is not responsible for deterioration caused by salt, chemicals, mechanical implements and other factors beyond its control. The concrete is not sealed during or after construction.

### **WARRANTY COVERAGE:**

The following items are under warranty, as they pertain to concrete, to be free of defects in material and workmanship for the period of one year after closing:

- Cracks (outside of control joints) in basement floors more than 3/16-inch width or 1/4-inch in vertical displacement
- Cracks in foundation walls more than 1/8-inch width
- Cracks (outside of control joints) in garage slabs more than 1/4-inch width or 1/4-inch in vertical displacement
- Cracks (outside of control joints) in exterior walkways and or driveway more than 1/4-inch width or 1/4-inch in vertical displacement
- Concrete floors designed for finished living space with pits, depressions or areas of unevenness exceeding 1/4-inch in 32-inches
- Cracks in slab on grade floors with finished floor covering. If the crack is visible through the finished floor, The Trade Contractor will repair the crack and repair/replace the floor covering
- Settlement of concrete stoops, steps or garage floors more than 1-inch
- Standing water greater than 3/8 inch in depth should not remain on the surface in excess of 24 hours after rain
- Exterior control joints displacement in excess of 1/2 inch (unless deviations are intentional at specific locations)
- Concrete can have color differences and marks due to any number of reasons and will not be replaced due to these differences
- It will be the sole discretion of Hamlet Homes to decide on the repair or replacement of warrantable concrete items

*Note: Per NAHB guidelines repaired concrete area may not match the existing area in color and texture. During the curing stages of concrete, cracks will develop naturally due to the amount of water used and the existing weather conditions at the time of installation. These are called shrinkage cracks and are to be expected. Also, Hamlet Homes is not responsible for the pitting, scaling or spalling to a concrete surface for any reason. **Do not use deicing agents of any kind as it can damage the surface of the concrete.** Use only sand or cat litter for traction. Heavy vehicles such as moving vans will cause irreparable damage to your concrete which will not be warranted.*

## **Grading and Drainage**

Proper grade for the land around your new home was established by Hamlet Homes and certified by the local building department and other appropriate government agencies. If you change the grade improperly it may cause drainage that could result in damage to personal and adjacent properties and void your warranty.

### **WARRANTY COVERAGE:**

The following items are under warranty, as they pertain to grading and drainage, for one year after closing:

- Any settled ground in excess of 6” around the perimeter of the foundation will be filled one time during the first year after closing
- Standing water in excess of 48 hours, excluding after heavy rainfall in an area not designed to retain water. Area will be filled for proper grading. Due to Code and Grading requirements you may see standing water in specific areas to retain water on your Lot.

*Note: Hamlet Homes will **not** repair any grading or drainage issue caused by alterations made by the homeowner. Homeowner is not to divert drainage to connecting properties and will be liable for any damages incurred by doing so.*

## **Landscaping**

Hamlet Homes is responsible for setting the proper grade and drainage swales according to the grading plan for your property. The landscape package (sometimes an optional item) was installed by Hamlet Homes. This package consists of an automatic sprinkler system, trees and shrubs (based on subdivision specifications) and sod.

### **WARRANTY COVERAGE:**

The following items are under warranty, as they pertain to the landscape package, for one growing season after closing or installation (whichever occurs last due to weather conditions):

- Dead or dying sod as a result of a malfunctioning or unadjusted sprinkler system; a decision will be made to replace sod or make the proper adjustments to the sprinkler system
- Dead or dying trees and/or shrubs which occur naturally
- A properly functioning sprinkler system which includes full, even coverage of the landscaped areas

*Note: Hamlet Homes is not responsible for the care and maintenance of the lawn and sprinklers once established. The homeowner must monitor the weather conditions and water and fertilize as necessary for a healthy lawn. Winterization of the sprinkler system is the responsibility of the homeowner/HOA. Damaged sprinkler heads are the responsibility of the homeowner once the system is verified to be functional and adjusted properly. Please refer to the HOA documents pertaining to your subdivision for specific maintenance and responsibilities. Hamlet Homes will not be responsible for additions made to landscaping. (Examples- Trees, shrubs, planter boxes, gardens, sprinklers, fencing etc.) Homeowner/HOA is responsible for providing adequate watering time to all landscaping. Hamlet Homes will not be responsible for dying sod, trees, shrubs etc. due to lack of watering or overwatering. Any changes made to the sprinklers or adding to the system by homeowner/HOA voids any future warranty of the system. **Any damage to sprinkler systems caused during fence installation is not warrantable and is the sole responsibility of the homeowner installing the fence.***

## Section IV - Continued

### **Masonry and Stucco**

The masonry and stucco work (optional or standard items based on subdivision specifications) have been installed on your home giving it an attractive and low maintenance façade.

#### **WARRANTY COVERAGE:**

The following items are under warranty, as they pertain to masonry and stucco, to be free of defects in material and workmanship for the period of one year after closing:

- Cracks in the mortar joints more than 1/8-inch
- Cracks in the stucco finish more than 1/8-inch

*Note: Hamlet Homes is not responsible for the color variations that may occur when repairing cracks in either stucco or masonry mortar joints.*

### **Property Corners**

Your home site has had the property corners located prior to the start of construction. These were installed to locate your home on the lot per the local municipality requirements. The potential for disturbance of these property corners during construction is great. It is highly advisable to have your property corners relocated prior to installing a fence on your permanent landscaping. . ***Any damage to sprinkler systems caused during fence installation is not warrantable and is the sole responsibility of the homeowner installing the fence.***

### **Rain Gutters and Downspouts**

The gutters and downspouts on your home are designed to take the rain and snow melt from your roof and distribute it away from the foundation.

#### **WARRANTY COVERAGE:**

The following items are under warranty, as they pertain to gutters and downspouts, to be free of defects in material and workmanship for one year after closing:

- Gutters and/or downspouts that become loose due to poor installation or from wind gusts up to 50 mph
- Gutters that develop leaks at seams or corners due to improper installation
- Gutters that hold water due to a “level” installation

*Note: Hamlet Homes is not responsible for gutters and downspouts that become loose and pull away from the home due to ice and snow build-up. Also, the homeowner is responsible for maintaining downspouts to ensure the rain and snow melt runoff is directed away from the foundation. Homeowner is responsible for keeping the gutters and downspouts free of leaves and debris.*

## Section IV - Continued

### **Roof System**

The roof system of your home consists of asphalt shingles, ice and water shield, drip edge, felt paper, and vents for proper attic ventilation. This entire system is warranted to be free of defects in material and workmanship for one year after closing. The manufacturer also offers an extended warranty on their products – please refer to the manufacturer’s information you receive at pre-closing.

#### **WARRANTY COVERAGE:**

The following items are under warranty, as they pertain to the roof system, for one year after closing:

- Leaks caused by improper installation or faulty material
- Shingle blow-offs caused by wind gusts up to 60 mph

*Note: During cold weather months, an occurrence called “ice-damming” may result from frequent freeze thaw cycles accompanied by snowfall. The homeowner must prevent this from happening by keeping the gutters and downspouts from freezing and the eaves free of ice and snow buildup. Heat cables can prevent this from occurring. Hamlet Homes is not responsible for roof leaks occurring from ice dams.*

### **Cement-Plank Siding**

Cement-Plank siding and trim (optional or standard items based on subdivision specifications) have been installed on the exterior perimeter of your homes. This material is a non-combustible cement product, which will resist hail and termite attack, and will not crack, rot or delaminate.

#### **WARRANTY COVERAGE:**

The following items are under warranty, as they pertain to Cement-Plank siding, to be free of defects in material and workmanship for one year after closing:

- Leaks caused by poor installation and/or faulty material
- Siding that becomes loose due to poor installation and/or wind gusts up to 50 mph
- Shutters that become loose due to poor installation and/or wind gusts up to 50 mph

*Note: This product is not a maintenance free exterior. You will need to do occasional homeowner maintenance. Occasional painting and caulking will be necessary. Dents, chips and cracks can be repaired with a cement patching compound.*