




PEPPER VINER

Homes

Homebuyer Manual

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Welcome and Introduction

Introduction

Congratulations on the purchase of your new home. We are privileged to have the opportunity of building your new home and look forward to working with you while your home is being built.

The information presented in your Pepper Viner Homebuyer Manual will answer many questions and help to prepare you for each step of your new home experience. We hope to make this exciting time easier as we guide you through the process of purchasing and building your new home. This Manual will also provide you with maintenance guidelines and a description of our Customer Service and Warranty program.

Please take time to review this material thoroughly. In addition, we suggest that you bring this Manual to all meetings to use as your documentation tool. By keeping track of the names of suppliers, model numbers, colors, etc., of the materials that you choose for your home, your Manual will be a permanent reference and useful record of information about your new home.

If you need clarification or additional details about any topic covered, please feel free to give us a call. We are delighted to welcome you as part of the Pepper Viner Homes community.

Please note that we make every effort to ensure that the Manual is updated regularly; accordingly, the Manual is subject to such updates without prior notice.

Pathway To Your New Home

Purchasing a new home is an exciting experience. The process is also complex, with many details to be decided and arranged. While we are building your new home, you participate by taking care of several important aspects of your purchase. The chronological list that follows outlines the events that typically take place in the purchase of a new home. Where time frames are specified, it is essential that you observe them so that your home can be started and delivered on schedule.

Purchasing Your New Pepper Viner Home

The Purchase and Construction Agreement (“Agreement”) and various addenda constitute the legal understanding (binding contract) regarding the purchase and construction of your new home. Please read the Agreement and all attachments

carefully. Your Sales Associate is not an attorney, but can provide general information. Please consult your attorney or legal advisor on any specific matters which concern you. Once all the paperwork is signed, we suggest you insert those documents in the Purchasing Your New Pepper Viner Home section of this Manual. **Remember any feature you want included in your home must appear in the Agreement.**

Applying for Your Mortgage

If you are obtaining financing for your purchase contact your lender immediately upon signing the Agreement to secure your preliminary approval. This must be done within the time frame outlined in your Agreement. The Applying for Your Mortgage section of this Manual contains hints and information in this regard.

Your DESIGNflex Home Selections

The DESIGNflex Home Selections section of this Manual will assist you in the exciting process of personalizing your new home. Remember, your selections need to be included on an addendum to the Agreement and ordered within the specified time frame. There is a space designated in the DESIGNflex section to insert your DESIGNflex Possibilities.

Pre-Orientation Review

Approximately one week prior to a final review of all related documents for your new home at the Homebuyer Orientation, you will meet with your Sales Associate to complete the necessary paperwork and finalize your pre-construction Selections. This is an excellent opportunity to ask any questions you may have about your DESIGNflex Possibilities and the choices you have made. Your Sales Associate will also ensure that all pre-construction activities have been completed.

Homebuyer Orientation

The purpose of the Homebuyer Orientation is to review all aspects of the building process and to ensure that all documentation related to your new home has been properly completed. The Homebuyer Orientation also includes a review of the plot plan, colorization schedule, mini plan, DESIGNflex Possibilities or Custom Change Selections, as well as to make any Modifications to the Agreement. This is the point at which funds for any DESIGNflex Custom Changes and the balance of the Earnest Money are due. In addition, it is an opportunity for Pepper Viner staff to answer any questions you may have regarding the contents of the Manual and the new home building process in general.

Construction of Your New Pepper Viner Home

We will invite you to visit your new home and homesite with us at specific points during construction. We want you to “kick the tires” and to make sure that everything is being done as specified. Please read the Construction of Your New Pepper Viner Home section of this Manual for guidelines on safety, security, and visiting during non-construction hours.

Pre-Drywall Inspection

After the framing of your new home is completed and prior to enclosing the frame with drywall (gypsum board), we will invite you to attend a walk-through of your home. This is an opportunity to review where your DESIGN*flex* Possibilities are installed and to become familiar with the construction of your new home. It is also a chance to make minor modifications before we hang the drywall. After the inspection, you will be asked to sign a form to indicate your acceptance of your home’s construction to that point.

Pre-Closing Home Presentation

Your Pre-Closing Home Presentation (“PCHP”) will be conducted by our Project Manager. The PCHP has two purposes. The first purpose is to demonstrate the features of your home, the operation of its many components and to provide you with the operating manuals for your appliances and other systems. Equally important, we want to confirm that we have delivered your new home with all your DESIGN*flex* selections correctly installed. For detailed information, please review the section of this Manual entitled Pre-Closing Home Presentation.

Pre-Closing Final Inspection

The Project Manager will provide a brief status report of those items which were identified for correction during the Pre-Closing Home Presentation. In addition, we will ask you to complete a final review of the appearance of items that will not be warranted for cosmetic damage after Close of Escrow and to documentation verifying that you have performed this inspection. Any items remaining to be completed will be listed and scheduled for completion within 30 days.

Closing on Your New Pepper Viner Home

This section of the Manual describes escrow closing of your home and some of the documents you will sign, as well as other important details about the escrow process. In conjunction with the title company we have included guidelines to assist you in your preparation for closing and move-in.

Customer Service and Warranty Program

Many of your responsibilities as the Homeowner and Pepper Viner's responsibilities as the builder are explained under the terms of our Limited Warranty and discussed in the Care and Maintenance Section of this Manual. We recommend you become familiar with the necessary home maintenance and the warranty service commitment to you through the Customer Service and Warranty Program.

All non-emergency warranty service requests must be made in writing. This provides you documentation and allows us to operate efficiently, thereby providing faster service to all Homeowners. Only emergency requests are accepted by phone.

Pepper Viner Performance Surveys

We believe it is important to monitor our performance throughout the home buying and construction activities. Accordingly, we have developed our performance survey to be used in conjunction with certain "Milestones" in the purchasing and construction process while your impressions and opinions are fresh. It also gives us the opportunity to correct any issues as they arise to ensure we do everything possible to make your experience with Pepper Viner Homes enjoyable.

We value your candid responses; all Pepper Viner Associates and related partners welcome the opportunity to improve and benefit from your feedback.

Milestone I

The survey for Milestone I includes questions related to (i) your experience thus far in working with your Sales Associate; (ii) your impressions of our Included Features and DESIGNflex in selecting upgrades for your home; (iii) working with the lender in securing financing; and (iv) working with our trade partners and vendors during the colorization process.

Milestone II

The survey for Milestone II gives you the opportunity to provide us feedback on the first half of the construction process and includes questions related to (i) continued experience in working with your Sales Associate; (ii) your experience in working with your Project Manager; (iii) safety and cleanliness of our job site and subdivision; (iv) your experience during the Pre-Drywall Home Presentation; and (v) your ability to make changes in the early stages of the building process.

Milestone III

Your home has now been completed and you have formally “Closed” on your purchase. The questions in Milestone III allow you to tell us how we did in getting you to the finish line and include questions related to (i) your experience with the title company and lending institution; (ii) the performance of your Sales Associate and Project Manager in preparing and conducting the Pre-Closing Home Presentation and your Pre-Closing Final Inspection; (iii) how we did in explaining and demonstrating how to “operate” your new home; and (iv) how we did in meeting your expectations of the final product.

Milestone IV

You have now had some time to get comfortable in your new home and, although we try diligently to minimize the need, perhaps you have had experience working with our Customer Service Department and our trade partners in correcting any flaws or fine tuning your home. We take this portion of your Pepper Viner experience very seriously and it is critical that we demonstrate our commitment to you well after the Closing. This part of our survey includes questions related to (i) the performance of our Customer Service personnel; (ii) the performance of our trade partners in completing any corrections; (iii) timeliness and cleanliness; and (iv) your thoughts on the perceived value of your new home.

Who's Who?

Understanding what is happening and knowing who to contact can smooth the home-buying and construction process. We believe that it is our responsibility to establish and maintain clear lines of communication. The professionals listed below are glad to assist you in any way possible. During the construction process, your Sales Associate is the communication "point person". Please direct questions and concerns to your Sales Associate who will promptly involve other staff members to assist as needed.

Sales Associate

Phone Number

Project Manager

Judy Green
Customer Service Manager

(520) 721-7964 x 147
Phone Number

Interior Designer

Phone Number

Lender

Phone Number

Title Company

Address/Phone Number

**Purchasing Your New
Pepper Viner Home**

Purchasing Your New Pepper Viner Home

Your Agreement and associated documents are the legal and contractual blueprints for your new home purchase. They discuss the range and scope of the requirements for you and Pepper Viner respectively. Most importantly, they detail the specific finishes, DESIGN*flex* Possibilities and changes you are requesting in your new Pepper Viner home. Please be sure to read them carefully and refer to them frequently.

To avoid any misunderstandings make sure that all your requests are in writing. All parties must sign all forms and attachments before your Agreement becomes binding or any finishes, DESIGN*flex* Possibilities and/or DESIGN*flex* Custom Changes can be included.

Change Orders and Addenda to the Agreement

There may be changes you wish to make to your home after the start of construction (please refer to DESIGN*flex* section). These changes will be memorialized on an Addendum to your Agreement and may require a Modification document. Please remember that changes made after the Homebuyer Orientation require full payment at the time the Addendum is executed by you.

FOR YOUR PROTECTION, NO VERBAL INSTRUCTIONS TO EITHER SALES ASSOCIATES, PROJECT MANAGERS, TRADE PARTNERS, SUPPLIERS, OR OUR OFFICE STAFF WILL BE ACCEPTED.

Applying for Your Mortgage

Applying For Your Mortgage

The first item you may need to take care of is the completion of a mortgage application. Plan to accomplish this within seven business days of receiving a fully executed Agreement from your Sales Associate. Take a copy of the completed Agreement to your initial lender visit.

Your lender's job is to completely understand your particular financial circumstances. All information on the application will be renewed at your meeting with the loan officer. Do not hesitate to discuss any questions you have regarding your assets, income, or credit. By providing complete information, you prevent delays or the need for additional meetings. At your first meeting, your lender should also be able to determine the timeframe required to provide us with a pre-qualification.

Loan Application Checklist

The number of documents and amount of information required for a mortgage can seem overwhelming. You can facilitate the application process by collecting as much of the needed information as you can before your appointment. The checklist that follows is a general guide to assist you with the loan application. Some of the items listed may not apply to you, and your lender will probably request some items that we have not mentioned. However, this list will get you off to a good start.

Property Information

- The Purchase & Construction Agreement will include the legal description of the property and the price.

Personal Information

- Social Security number and driver's license for each borrower.
- Home addresses for the last two years.
- Divorce decree and separation agreements, if applicable.
- Trust agreement, if applicable.

Income

- Most recent pay stubs.
- Documentation of any supplemental income such as bonuses or commissions.
- Names, addresses, and phone numbers of all employers for last two years.
- W-2's for last two years.

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- If you are self-employed or earn income from commissioned sales, copies of last two years of tax returns with all schedules and year-to-date profit and loss for current year, signed by an accountant.
- Documentation of alimony or child support, if this income is considered for the loan.

Real Estate Owned

- Names, addresses, phone numbers, and account numbers of all mortgage lenders for the last seven years.
- Copies of leases and two years of tax returns for any rental property.
- Market value estimate.

Liquid Assets

- Complete names, addresses, phone numbers, and account numbers for all bank, credit union, 401 K, and investment accounts.
- Copies of the last two months' statements for all bank accounts.
- Copies of any notes receivable.
- Copy of most current quarterly statement for any retirement accounts.
- Value of other assets such as automobiles, household goods, and collectibles.
- Cash value of life insurance policies.
- Vested interest in retirement funds or IRAs.

Liabilities

- Names, account numbers, balances, and current monthly payment amounts for all revolving charge cards.
- Names, addresses, phone numbers, and account numbers for all installment loans and approximate balances and monthly payments for such items as auto loans and mortgages.
- Alimony or child support payments.
- Names, addresses, phone numbers, and account numbers of accounts recently paid off, if used to establish credit.

Please note that you may be asked to pay a loan application fee and for an appraisal upon signing the application.

Loan Processing

Once you have given all preliminary information to your loan officer, your lender sends verification forms to your employers, banks, and current mortgage company or landlord and also orders a credit report and appraisal. You will need to sign a release

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to authorize these steps. Your lender will provide you with a Good Faith Estimate and a Truth-in-Lending Disclosure.

The Good Faith Estimate lists the costs you may incur at closing. Some of the numbers listed on this form are prorations, subject to change based on the actual date of the closing. Others are set fees that should remain the same.

The Truth-in-Lending Disclosure shows the total cost to you, over the term of the loan, for your specific financing. This calculation is based on the assumption that you own the home and make regular payments throughout the term of the loan.

The lender will send Verification of Employment (VOE) forms to all your employers for the last two years. The employers must complete, sign, and return the forms to the lender. The forms document your dates of employment, the amount of money you earned last year, and how much you have earned so far this year. The VOE also documents any bonuses and overtime.

Verification of Deposit (VOD) forms go to each banking institution listed on your application. These institutions indicate the date you opened each account, average balances for the last three months, and the amount of money you have in each account on the day they complete the form. Any loans or overdraft accounts you have with the institution will also be shown.

Mortgage companies and landlords complete Verification of Mortgage (VOM) and/or lease forms. These show the lender how much you owe, the amount of your monthly payment, and whether you make your payments on time.

Your credit report shows the balances due to each of your creditors, minimum monthly payments, and your payment history. The appraisal confirms for you and your lender the value of the home you are purchasing.

Typically, it may take several weeks for these reports and forms to be returned to the lender. If any delays are encountered, the loan officer may contact you for assistance. The credit reporting agency may call you to verify that the information it gathered is correct.

Once the loan officer has collected all needed documentation, you may be asked to write letters describing your assets, income, or history. Few loans are finalized without requests for additional information before the package is submitted to the underwriter for final approval. At this point it is easy to become overwhelmed with the loan process. Please try to remember that your lender requests these letters to assist you in obtaining your financing. Do not hesitate to discuss any concerns with your loan officer. They can usually provide some additional insight on what may seem to be redundant requests.

Before the loan officer submits your file to the underwriters for final approval, they will verify the final sales price. You should make sure that copies of all addenda, such as change orders signed after the original Agreement was completed, have been sent to the lender. This assists the lender in determining the exact loan amount.

If change orders affect the total price after this point, you may have to resubmit your loan application for the higher amount or the lender may ask you to pay for the additional items in cash.

Loan Approval

During your first meeting, your lender should be able to determine the timeframe required to provide us with a pre-qualification. This will allow us to start the home even though final approval is still pending. Several weeks after your first meeting with the lender you should receive loan approval. However, if any of the documents requested have not been returned to the lender in a timely manner, approval may take longer. It is to your benefit to provide all documentation and information to your loan officer as soon as it is requested. This facilitates approval of your loan and Pepper Viner's ability to complete construction of your new home according to schedule.

Contingencies

It is not uncommon for loan approvals to carry conditions of approval. The sale of a previous home or proof of funds are two such examples. Discuss any concerns you may have about such conditions with your loan officer and obtain any requested documentation as soon as possible. Once all contingencies are met, the loan process can be finalized.

Loan Lock

The only thing anyone knows for certain about interest rates is that they will change. Do not rely on anyone's predictions regarding rates. Locking your rate prematurely can result in extra expense if your new home is not completed in time to close within the lock period.

We will update you throughout the process of construction on the expected delivery date. However, there can be factors over which we have no control that will impact the completion of your new home construction. ***Until we reach a point in construction where factors outside our control can no longer affect the delivery date, the decision to lock your loan is solely at your discretion and risk.***

 **Home Selections**

Creating Your New Home with and Other Selections

Part of the fun of buying a new home is selecting the finish materials and colors. You will make some of these choices at our sales office, and others at our suppliers' showrooms. Pepper Viner has specifically created the DESIGNflex program to provide you with the maximum number of opportunities to customize the creation of your new home. Although we want you to carefully consider your selections so that your new home is truly a reflection of you, it is vital that you keep the required time frames in mind when scheduling the times and appointments to make your customized selections. This allows Pepper Viner to issue Start Orders and begin construction in a timely manner.

Colorization Schedule - Selections

Your Sales Associate will be providing you with a Colorization Schedule and information on how to contact the colorizer regarding selections for your home. In addition to floor coverings, you will be selecting cabinets, finishes, lighting fixtures, countertops, tub and shower surrounds, interior door selections, plumbing fixtures, finishes, and interior paint colors.

You are welcome to bring cushions or swatches to the showroom to coordinate colors. To get an accurate impression of the color it is important to view color samples in both natural and artificial light. Variations between samples and actual material installed will occur. This is due to the manufacturer's coloring process (dye lots) as well as the fact that over a period of time sunlight and other environmental factors affect the samples. Requests for a specific dye lot must be made and documented at the time of selection. These Selections need to be made no later than two (2) weeks prior to the Orientation.

Exterior Selections

It is possible that your homeowners association and your neighbor's selections may limit some of your choices for exterior finish materials. The sooner you make your selections, the greater the number of choices. Driving through the area to view existing homes is one way to view and select exterior colors. Selections often appear different from the sample to the actual home.

Your selections will be on hold until your lender has provided us with a preliminary loan approval and all contingencies are released. If suppliers discontinue any of your selections during this time, you will need to make an alternate selection within five days. These Selections need to be made no later than two (2) weeks prior to the Orientation.

 **Selections**

What is DESIGNflex?

DESIGNflex is a unique program designed by Pepper Viner to assist our homebuyers in personalizing their new home purchase. The program provides for “customization” to further enhance our floor plans. Homebuyers have the opportunity, subject to the stage of construction, to request changes and modifications to the included features of their home.

DESIGNflex incorporates our “DESIGNflex Possibilities” which include all currently available modifications to the included features. The goal of DESIGNflex is to satisfy any homebuyers’ request for changes to the included features. However, in the event a homebuyer desires something not included in these options, there is the second component of DESIGNflex, namely a “DESIGNflex Custom Change”.

Because a DESIGNflex Custom Change request involves, in many instances, the time of Trade Partners, architects, engineers and our own personnel, each DESIGNflex Custom Change request will require a non-refundable \$250.00 estimating fee; to be paid at the time of the request. In the event the DESIGNflex Custom Change requested is purchased by the homebuyer, this fee shall be credited to the cost of the Custom Change. DESIGNflex Custom Change price requests must be submitted no later than three weeks prior to Orientation to allow time for processing. No start order will be issued until the homebuyer has accepted or rejected the pricing of any DESIGNflex Custom Change.

General DESIGNflex Policies

1. All DESIGNflex selections shall be incorporated in the Purchase and Construction Agreement by using the DESIGNflex Selection Order or Change Order Addendum AND shall be clearly identified on the Mini Plan Schedules. Please remember that changes made after the Homebuyer Orientation require full payment at the time the Addendum is executed by you.
2. Up to one week prior to the Homebuyer Orientation, DESIGNflex selections, colorization selections and changes impacting the following areas will be accepted; however, if the home is an inventory home on which construction has been started, none of these items can be changed.
 - ◆ Foundation
 - ◆ Framing
 - ◆ Underground plumbing
 - ◆ Windows
 - ◆ Location, color or texture of walkways, driveways and patios
 - ◆ House pad size
 - ◆ Roof tile selection
 - ◆ Mechanical design and/or equipment
 - ◆ Floor outlets

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3. Inventory Homes will have some special conditions for DESIGNflex selections depending on the progress of the home at the time of purchase. DESIGNflex selections and changes impacting the foundation, framing, underground plumbing, soft water loops, recirculation systems, windows/doors, roof tile color selections, house pad size, septic systems and mechanical design/equipment will not be allowed if construction on the inventory home has started.
4. Up to the start of framing, changes impacting the DESIGNflex selections on the following items will be accepted:
 - ◆ Door styles that do not affect sizes
 - ◆ Recirculation systems
 - ◆ Soft water loops
 - ◆ Fireplace/entertainment center changes that do not affect the foundation
5. Up to the completion of framing, changes impacting the DESIGNflex selections on the following areas will be accepted:
 - ◆ Plumbing hardware
 - ◆ Bath surrounds
 - ◆ Flooring
 - ◆ Kitchen and bath countertops
 - ◆ Interior and exterior paint
 - ◆ Appliance and cabinet changes that do not affect the cabinet layout
 - ◆ Courtyards, yard walls and gates
 - ◆ Recessed lights
 - ◆ Fans
 - ◆ Outlets (excluding floor outlets)
 - ◆ Switch locations and/or quantity
 - ◆ Low voltage locations and/or quantity

No DESIGNflex selections or changes will be accepted following the completion of framing.

6. Up to the completion of the pre-drywall home inspection ("PDHI"), minor changes impacting only the location of existing electrical, TV and phone jacks will be allowed. If a trade partner is unable to complete these changes in the requested timeframe, the PM must receive General Project Manager approval to make the changes. Pools and spas may be added up to this point provided there is access.

Buyers should consult their Sales Associate immediately following the PDHI so that the proper paperwork documenting these changes can be completed.

Craftsmen/Trade Partners/Material Suppliers

Occasionally a homebuyer asks to purchase their floor coverings, swimming pool, shutters or window coverings, etc., from a "friend in the business" or someone other than Pepper Viner suppliers. This is acceptable only if arranged, contracted, and paid for after the Close of Escrow. Pepper Viner's Trade Partners meet mandatory and monitored financial, insurance, license and bond criteria. Your home warranty is provided by Pepper Viner which in turn relies on the relationship we have with our Trade Partners.

Homebuyer:

Insert your records of your DESIGNflex selections here.

**Construction of Your New
Pepper Viner Home**

Construction of Your New Pepper Viner Home

The construction of your new Pepper Viner home differs from other manufacturing processes in several unique ways. We encourage you to actually participate in the construction process and assist us in building your new home.

As a consumer, you rarely have the opportunity to watch the creation of the products you purchase. However, your new home is created right in front of you.

You have significant opportunity for input into the design and finish details of your new home. Our success in customizing your new home depends on effective communication.

Because of the time required for construction, you also have many opportunities to view your home as it is built, ask questions, and discuss the details.

We also will meet formally with you at specific points in this process. The following is a list of the construction meetings we will be conducting with you:

Homebuyer Orientation: As we prepare to start construction of your home we will schedule a meeting with you and your Sales Associate. At that meeting the Colorization Schedule and the DESIGNflex Selections will be reviewed. This is our opportunity to make sure that we have incorporated all of your choices in the final plans and the Agreement.

Pre-Drywall Inspection: Approximately 2 weeks prior to the drywall being installed, we will schedule a Pre-Drywall Inspection. At that meeting our Project Manager will verify the location of the DESIGNflex Selections installed in your home and help you become more familiar with your home's construction. This visit ensures that construction is proceeding correctly according to all your plans and specifications. You will be asked to sign an inspection form indicating your acceptance of your home's construction to that point. Please understand that if for any reason you are unavailable to attend this inspection, we must continue with construction.

Pre-Closing Home Presentation: Approximately one month in advance of the Close of Escrow, you will be contacted for a Pre-Closing Home Presentation ("PCHP"). It will be held a week prior to the Close of Escrow. At that time, our Project Manager will demonstrate your new home's components and features, their operation and optimum care.

During this presentation, a walk through of your new home will occur to ensure that the final product meets your expectations. Anything noted by you and/or the Project Manager is recorded on the documentation that we will ask you to sign. This

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documentation will be used to ensure completion of all items prior to the Pre-Closing Final Inspection ("PCFI") and the Close of Escrow.

Pre-Closing Final Inspection ("PCFI"): A day or two before the Close of Escrow we will invite you to make a final inspection regarding the completion of those items identified during the PCHP. The PCFI will also include a presentation of important warranty and Customer Service information.

Please note the Homebuyer Orientation, Pre-Drywall Inspection, PCHP, and PCFI are offered as a service for those who wish to attend. These appointments are available Monday through Friday, 10 a.m. to 2 p.m., and are scheduled so as not to delay the construction or the Close of Escrow of your new home.

Safety

We understand that you will want to visit your new home between these construction reviews. Whether you are on site for a scheduled meeting or a casual visit, we ask that you keep the following points in mind:

A new home construction site is exciting, but it can also be dangerous. Your safety is of prime importance to Pepper Viner. Any time you visit the job site, please stop by the sales office for a hard hat and a pair of goggles for each member of your party. Please return these items before leaving. We reserve the right to require that a member of our staff accompany you during your visit. Please observe common-sense safety procedures at all times when visiting.

- ◆ There is no access while work is underway - only before or after construction hours.
- ◆ Although children are welcome, they must be supervised at all times.
- ◆ Look in the direction you are moving at all times.
- ◆ Watch for boards, cords, tools, nails, or construction materials that might cause you to trip or injure yourself. Nails and other items may be half-buried in the dirt.
- ◆ Do not enter any level of a home that is not equipped with stairs and rails.
- ◆ Stay a minimum of six feet away from all excavations.
- ◆ Give large, noisy grading equipment or delivery vehicles plenty of room. Assume that the driver can neither see nor hear you.

Lot Development

Your lot has been developed consistent with municipal approved improvement plans prepared by a registered engineering firm. All improvements have been installed and inspected by municipal authorities and independent professionals. Relevant

improvement information to facilitate the building of your home has been incorporated into the construction plot plan.

Locks and Keys

Once exterior doors and locks are installed, we will access your home with a construction master key. Company policy prohibits staff members from loaning these keys to customers. Upon using your permanent keys the first time after the Close of Escrow, the lock tumblers will be repositioned and the construction master keys will no longer open your home.

Plans and Specifications

The building department of the city or county of your new home must review and approve all plans and specifications. We construct each home to comply with the plans and specifications approved by the applicable building department. Your specifications become part of our agreements with trade contractors and suppliers. Only written instructions from Pepper Viner can change these agreements.

Regulatory Changes

From time to time, city or county agencies adopt new codes or regulations that can affect your home. Such changes are usually adopted by the municipality in the interest of safety and are legal requirements with which Pepper Viner must comply. The codes and requirements in effect for each area can vary. Therefore, builders may construct the same floor plan slightly differently in two different jurisdictions or at two different times within the same jurisdiction.

Topography and Home Site Conditions

Because each home site is shaped differently, the position of your home on the site may vary from others in the community. You will receive a copy of a plot plan, a drawing that shows you the home's position on your home site, at the Homebuyer Orientation.

In addition, the exterior elevations of each home are affected by the topography, or surface contours, of your home site. For instance, the slope on the home site may affect the number and configuration of the driveway, walks, steps, and rails. Exterior finish varies in accordance with the slope on the site, and retaining walls or riprap are sometimes needed for extreme conditions.

Changes in Materials, Products, and Methods

The new-home industry, building trades, and product manufacturers are continually working to improve methods and products. In addition, manufacturers

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sometimes make model changes that can impact the final product. As a result, occasionally we may use methods or materials in your home that differ from those in other homes or in the models.

Because finish sizes can vary somewhat, you should measure for window coverings in your home after drywall completion rather than using a model home.

In all instances, any substitution of method or product will have equal or better quality than that shown in other Pepper Viner homes or in the models at your subdivision. Since such substitutions or changes may become necessary due to matters outside our control, we reserve the right to make them without notification. If you notice something different from what you expected, please ask us and we will explain why any changes may have been made.

Natural Variations

Dozens of trade contractors will assemble your home. The same individuals rarely work on every home in the same way and, even if they did, each one would still be unique. The exact placement of switches, outlets, registers, and other items will vary slightly from the model and other homes of the same floor plan.

Quality

Pepper Viner will build your new home to the quality standards demonstrated in your subdivision. Each new home is a hand-crafted product combining art, science, and raw labor. The efforts of many people with different knowledge, experiences, and skills come together. We coordinate and supervise these contributions to produce your new home.

Because the process of building a home is not a perfect process or an "exact science", occasionally an error may occur. We have systems and procedures for inspecting our homes to ensure that the level of quality meets our requirements and your expectations. We inspect every step of construction and are responsible for quality control. In addition, the county, city, or an engineer conducts a number of inspections at different stages of construction. Your home must pass each inspection before construction continues.

We also respect your interest in and appreciate your attachment to your new home. Your input into our process is always welcome. To avoid duplication of efforts and minimize confusion, misunderstandings, or errors, we ask that you do one of two things:

- ◆ Bring any concerns up at one of our scheduled meetings and reviews.

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- ◆ Between those meetings, complete one of the "Our Customer Wants to Know" forms included at the end of this section. Simply give the form to your Sales Associate.

During the construction process, every home being built experiences some days when it is not at its best. Homes under construction endure wind, rain, foot traffic, and activities that generate noise, dust, and trash. Material scraps are a by-product of the process. Although your new home is cleaned by each trade upon completion of its portion of the work, during your visits you will encounter some messy moments. Keep in mind that the model homes you toured also once endured these "ugly duckling" stages.

Trade Partners

Your home will be built through the combined efforts of specialists in many trades--from excavation and foundation, through framing, mechanical, and insulation, to drywall, trim, and finish work. In order to ensure the highest possible standard of construction, only authorized suppliers, "Trade Partners", and Pepper Viner employees will be permitted to perform work in your home.

Suppliers and Trade Partners have no authority to enter into agreements for Pepper Viner. For your protection and theirs, the terms of our Trade Partner agreements prohibit alterations without notification from Pepper Viner through implementation of a signed addendum. Their failure to comply with this procedure can result in termination of their agreement and other penalties. If there are alterations or changes you wish to initiate, please see your Sales Associate.

Schedules

The delivery date for your new home is initially an estimate. Until cabinets are installed and the structure is enclosed, weather can dramatically affect the delivery date. Even after the home itself is past the potential for weather-related delays, weather can still severely impact installation of other services such as utility services, final grading, and concrete flatwork, etc. Extended periods of wet weather may bring work to a stop for many successive days. When favorable conditions return, the construction resumes. Please understand that we are as eager as you to ensure continual progress on your new home.

Delivery Date Updates

Your Sales Associate will provide you with regular updates of your homes estimated delivery date. You are also welcome to check with him or her for the most current targeted delivery date. As completion nears, more factors come under our

control and we can be more precise about that date. Expect a firm closing date about 30 days before the Close of Escrow.

We suggest that until you receive this commitment you avoid finalizing arrangements for your move. Until then, flexibility is the key to comfort, sanity, and convenience. We want you to enjoy this process and avoid unnecessary stress caused by uncertainty that cannot be avoided. Review the Loan Lock heading in the section entitled Applying for Your Mortgage, for additional suggestions on this topic.

"Nothing's Happening"

Expect several days during construction of your home when it appears that nothing is happening. This can occur for a number of reasons. Each trade is scheduled days or weeks in advance of the actual work. This period is referred to as "lead time." Time is allotted for completion of each trade's work on your home. Sometimes, one trade completes its work a bit ahead of schedule. The next trade already has an assigned time slot, which usually cannot be changed on short notice.

Progress also pauses while the home awaits building department inspections. This is part of the normal sequence of the construction schedule and occurs at several points in building every home.

Our Customer Wants to Know...

Date _____

Buyer _____ Phone _____

Fax _____ Email _____

Lot _____ Subdivision _____

My preference is to receive responses by Phone Fax Email Other

Response

By _____

Date _____

Our Customer Wants to Know...

Date _____

Buyer _____ Phone _____

Fax _____ Email _____

Lot _____ Subdivision _____

My preference is to receive responses by Phone Fax Email Other

Response

By _____

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Our Customer Wants to Know...

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Lot _____ Subdivision _____

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By _____

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Fax _____ Email _____

Lot _____ Subdivision _____

My preference is to receive responses by Phone Fax Email Other

Response

By _____

Date _____

Pre-Closing Home Presentation

Pre-Closing Home Presentation

Your Pre-Closing Home Presentation ("PCHP") will be an introduction to your new home and its many features. It will include a detailed demonstration of your home and a review of information on its operation and maintenance by our Project Manager.

Scheduling

We will schedule your PCHP with you about one week in advance of the scheduled Close of Escrow. These appointments are available Monday through Friday, 10 a.m. to 2 p.m. You can expect the PCHP to take approximately two hours.

Preparation

The PCHP typically takes two hours. By arranging your schedule so you can use the full amount of time allotted without feeling rushed, you will derive maximum benefit from the presentation. Make notes of any questions about home maintenance or the Limited Warranty coverage, to bring up at the presentation. If you have not already done so, please read the Limited Warranty section and Care and Maintenance section of this Manual before the PCHP.

Past experience has shown us that the presentation is most beneficial to the homebuyer when they are able to focus all their attention on their new home and the information we present. Although we appreciate that friends and relatives are eager to see your new home, please schedule their visit at another time. Similarly, we suggest that children and pets not accompany you at this time. If a real estate agent has helped you with your purchase, they are not required to attend.

Acceptance

In addition to introducing you to your new home, the Pre-Closing Home Presentation will also be an opportunity for you and Pepper Viner to confirm that the home meets the quality standards shown in our model homes and that we have completed all of your DESIGNflex selections and changes. Any details that will need attention must be written on the Pre-Closing Home Presentation Punch List.

You and the Project Manager will check for cosmetic surface damage caused during construction. Such damage can also occur during the move-in process or through daily activities. Therefore, ***after we correct any items noted during the Pre-Closing Home Presentation and/or Pre-Closing Final Inspection, all repair of cosmetic surface damage is your responsibility. This includes paint touch-up. Our Limited Warranty excludes cosmetic damage after close of escrow to items such as:***

- ◆ Sinks, tubs, and plumbing fixtures
- ◆ Countertops and cabinets
- ◆ Light fixtures, mirrors, and glass
- ◆ Windows and screens
- ◆ Tile, carpet, hardwood, and resilient flooring
- ◆ Doors, trim, and hardware
- ◆ Paint and drywall
- ◆ Finish on appliances

Completion of Items

Pepper Viner takes responsibility for resolving any items noted during the PCHP. We will make every attempt to complete all items before the PCFI. However, if work needs to be performed in your new home after your move-in, construction personnel are typically available for appointments Monday through Friday, 8 a.m. to 5 p.m. Under typical circumstances, you can expect us to resolve all items within 30 working days. We will inform you of any delays caused by back-ordered materials.

Please note that we will correct only those items listed on the Pre-Closing Home Presentation Punch List and the Pre-Closing Final Inspection; therefore, it is essential to include all concerns in writing at the PCHP and/or PCFI. No verbal commitments of any kind will be honored by Pepper Viner. As in previous steps of the home-building process, it is essential that you communicate any and all concerns to Pepper Viner staff **in writing** so that they are documented and then will be corrected.

Future Service

Pepper Viner responds to warranty items according to the terms and conditions of the Limited Warranty Agreement and the guidelines established by the Arizona Registrar of Contractors. For more details, review the sections of this Manual entitled Customer Service, Limited Warranty, and Care and Maintenance.

Closing on Your New Pepper Viner Home

Closing on Your New Pepper Viner Home

Pepper Viner recognizes that timing is vitally important in planning your move and locking in your loan. We can specify an exact delivery date when construction reaches a point at which weather and other factors are unlikely to affect completion of your home. Our ability to set this date generally occurs 30 days before closing. Until then any of the following factors, as well as others, may influence the schedule:

- ◆ Weather can delay getting the foundation in and can affect all other stages of construction.
- ◆ Material shortages and labor strikes may affect the construction schedule.
- ◆ Marketplace demands on Trade Partners' workloads may cause delays in scheduling.
- ◆ Any items requiring your fulfillment of a specific area of responsibility (loan application, colorizations, etc.) may affect construction progress.
- ◆ Change orders agreed to after the Homebuyer Orientation has been completed may change the construction schedule and completion date.

Date of Closing

The closing, or settlement, takes place shortly (approximately one week) after your Pre-Closing Home Presentation. Pepper Viner will notify you of the date of closing. Typically, the closing process takes approximately one hour. We suggest an early appointment time with the title company. This allows time for recordation of all documents and funding by your lender, if applicable.

Location of Closing

The closing on your new home will take place at the title company designated in your Purchase and Construction Agreement.

Closing Documents

At closing, the documents necessary to deed your new home to you and to close the loan from the mortgage company will be executed and delivered. In addition to these standard items, the lender, the title company, and Pepper Viner may require other documents to be signed. The principal documents typically include the following:

- ◆ **Special Warranty Deed** - The special warranty deed conveys the home and lot from Pepper Viner to you, subject only to permitted exceptions.

- ◆ **Title Commitment** - At or before closing, we will deliver to you a standard form for an Affiliated Land Title Association (ALTA) owner's title insurance commitment to insure marketable title of your home to you in the amount of the purchase price, subject to the permitted title exceptions that may be described in the Purchase & Construction Agreement. Review the title commitment carefully. Discuss any questions with your title company. Within 60 days after the closing, the title company mails a standard ALTA owner's title insurance policy, insuring you the title to your home in accordance with the commitment you received at closing. Keep the title insurance policy with your other valuable papers.
- ◆ **Promissory Note** - The promissory note is from you, payable to the lender, in the principal amount of the loan plus interest. Depending on your specific mortgage loan, one-twelfth of your annual taxes and Homeowner's insurance may be added to the principal and interest payment to determine your total monthly payment.
- ◆ **Deed of Trust** - This encumbers your home as security for repayment of the promissory note.

Closing Expenses

Certain customary items in connection with the property will be prorated to the date of closing such as prepaid expenses or reserves required by your lender and homeowners association, if applicable. Prorations of general real property taxes and assessments will be based on the current year's taxes and assessments or, if they are unavailable, on the taxes and assessments for the prior year.

"The Final Number"

The final cost figure should be available a few days prior to the actual closing. Although a reasonably close estimate may be determined before the date of closing, the proration of several items included is affected by the closing date and cannot be calculated until that date is known.

Preparation

Plan to bring a cashier check or certified funds (made payable to the title company) to the closing. In your planning, be sure to allow time to arrange for and obtain these funds. In addition, please keep the following items in mind:

- ◆ **Documents** - The Real Estate Settlement Procedures Act (RESPA) provides you with many protections. Under this law, you can review the settlement page that lists costs you are paying at closing one day before the closing appointment.

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Although these documents are not negotiable and thousands of home buyers have signed them, you should read them.

- ◆ **Insurance** - You need to provide proof of a homeowner's policy from your insurance company. Your insurance agent should know exactly what is needed. We suggest you arrange for this at least three weeks before the expected closing date.
- ◆ **Pepper Viner or Lender Issues** - The title company is not authorized to negotiate or make representations on behalf of any of the parties involved in the closing. Therefore, please discuss any questions, agreements, or other details directly with us or your lender in advance of the closing.
- ◆ **Utilities** – Pepper Viner will have utility service disconnected from its name prior to closing. You will need to notify all applicable utility companies of your move-in date so that service can be provided in your name. We suggest that you contact these companies well ahead of time to avoid any interruption in service.

Occupancy

Pepper Viner's policy is to provide you the keys to your new home upon confirmation that recordation has occurred. We will assist you as needed in facilitating this event.

Under no circumstances will occupancy or delivery of personal property be allowed until your escrow closing has been completed and the deed has been recorded in your name and all funds have been released.

Customer Service

Customer Service

Introduction to Customer Service

At the PCFI your Project Manager will review warranty procedures and the process of making a warranty or Customer Service request and answer your questions about these procedures. They will provide you with a packet of information which includes pertinent information concerning warranties and Customer Service. Additional information can be obtained by calling the Customer Service department at 721-7964 x 147.

30-Day List

Approximately 30 days after closing, we will send you a letter asking you to make a list of items that require attention. This list is to be mailed, emailed or faxed to (520) 721-7277, to the attention of our Customer Service Department. Upon receipt of your list the Customer Service Department will contact you for an appointment with a Customer Service Technician to review these items and initiate any corrective action. We will attempt to correct those items on the 30-Day List within one (1) month of the meeting with the Customer Service Technician.

It should be noted that there are items due to settling and normal movement of the home that will not be addressed at this time. However, under current Registrar of Contractors (ROC) guidelines all items will be evaluated and excessive conditions (if they apply) will be addressed.

Access to the Home

We need to be able to enter your home during normal working hours, 8:00 a.m. to 5:00 p.m., Monday through Friday, in order to complete authorized work. Therefore, if you cannot be home, you will need to authorize a neighbor or some other person age 18 or older to provide access to your home. Please understand that for safety reasons, Pepper Viner's trade partners do not work in homes in which no adult is present.

Repair Personnel

We expect all repair personnel who work in your home to arrive with appropriate materials to cover the work area to protect it from damage from the work being performed. Similarly, all personnel should clean up the work area, removing any excess materials or debris.

Repair personnel should routinely check the work area for any existing damage to surfaces, and document any scratches, chips, or other cosmetic damage prior to beginning repairs to avoid any later disagreement about how and when such damage occurred. We suggest that you also check work areas before and after repair personnel are in your home and notify the Customer Service Department immediately if you notice any damage.

Signatures on Service Requests

Signing a Service Request form acknowledges that repair personnel worked in your home on the date shown and with regard to the items listed. It does not negate any of your rights under the warranty nor does it release Pepper Viner from any confirmed warranty obligation.

Missed Appointments

Good communication is a major key to successful completion of warranty items. We strive to keep Homeowners informed and to protect them from inconvenience. One of our challenges in this regard is when unexpected events sometimes result in missed appointments.

If a Pepper Viner associate or Trade Partner will be late or unable to keep an appointment, they should contact you as soon as the delay is recognized, offering you a choice of rescheduling the appointment. On the other hand, if you must miss an appointment, we appreciate being alerted as soon as you realize your schedule has changed. We can reschedule the appointment at that time.

One-Year List

At the beginning of the 10th month after your Close of Escrow, Pepper Viner will mail you a reminder regarding upcoming expirations on applicable portions of your warranty. This will be your opportunity to check your home for items to be submitted for final warranty action. This is a service provided as a convenience to you. Please note that we cannot extend any applicable warranties due to your failure to submit final warranty action documentation in the appropriate timeframe.

Emergencies

We have provided you with the names and telephone numbers of the Trade Partners used in the construction of your home as well as the telephone number of the Company's main office. In the event of an emergency outside of normal working hours (Monday through Friday, 8:00 a.m. to 5:00 p.m.), you should first contact the appropriate Trade Partner (if plumbing, electrical or mechanical) and then contact the

Company's office. During normal working hours all requests, including emergencies, should be directed to the Customer Service Department at 721-7964 x 147.

An emergency, as defined by the warranty, must involve:

- ◆ Total loss of heat or air conditioning
- ◆ Total loss of electricity (if not related to the applicable electric utility)
- ◆ Plumbing leakage that requires the entire water supply to be shut off
- ◆ Total loss of water (if not related to the applicable water utility)
- ◆ Total sewer stoppage
- ◆ Or any situation that endangers the occupants of the home

If you are experiencing a problem that may be causing damage to another area of your home or belongings, it is your responsibility to take the necessary steps to prevent further damage to personal belongings and/or property from occurring until the appropriate Trade Partner has corrected the problem.

Please note that if you place an emergency call and it is determined that your problem is not a warrantable issue, you may be charged for the emergency call.

Roof Leak

While we agree with homeowners that a roof leak is indeed an emergency, the reality is that repairs cannot safely or effectively be performed while the roof is wet. During business hours, contact the Customer Service Department with the information, take appropriate steps to mitigate damage and Pepper Viner will schedule repairs when weather conditions allow.

Customer Service Requests and Reporting Warranty Items

The many details of warranty coverage can be confusing. We hope the information below will make reporting items easier. If you do not know whom to contact, call the Pepper Viner Customer Service Department and we will guide you.

Appliances Appliance manufacturers require homeowners to contact them directly for warranty claims. Contact the manufacturer directly with model and serial number, closing date, and description of problem. We can assist you in obtaining the appropriate toll-free number.

Emergency During our business hours (Monday through Friday, 8 a.m. until 4:30 p.m.), call our Customer Service Department at (520) 721-7964 x 147.

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After business hours or on weekends or holidays, contact the appropriate Trade Partner or utility company directly using the emergency numbers you receive at your PCFI.

Non-Emergency Non-emergency items are addressed at the time of 30-Day and 1-Year reviews. However, if you have an item that you feel needs immediate attention, please send the information in writing by mail, email or fax to our Customer Service Department:

If dropping off in person:
5633 E. Grant Road
Tucson, Arizona 85712

If mailing:
P.O. Box 30128
Tucson, Arizona 85751

If emailing:
jgreen@pepperviner.com

If faxing:
Fax (520) 721-7277

Limited Warranty

Pepper Viner Limited Warranty

The construction of your new home is subject to "Warranty Coverage" as defined in Section 9. of the Purchase and Construction Agreement (the "Agreement"). What follows is additional information and explanation of the Warranty Coverage.

While we strive to build a defect-free home, we are realistic enough to know that this may not occur 100% of the time. If a defect occurs, we will make necessary corrections. In support of this commitment, Pepper Viner provides you with a Limited Warranty. In addition to the information contained in the Limited Warranty itself, this Manual includes details about material and workmanship standards. The purpose is to let you know what our quality standard is for the typical concerns that may arise in a new home. This Section describes our standards for each item and what we will do to remedy items that do not meet our standards.

Our criteria for qualifying warranty repairs meet or exceed typical regional industry practices for the components of your home. However, we reserve the right to exceed these guidelines if common sense or individual circumstances dictate, without being obligated to exceed all guidelines to a similar degree or for all Homeowners.

All non-emergency warranty service requests must be made in writing. This provides you with documentation and allows us to operate efficiently, thereby providing faster service to all Homeowners. Only emergency requests are accepted by phone.

Limited Warranty

General Information

The quality of construction of your new home is the subject of certain warranties (collectively, the "Warranty Coverage") made by Pepper Viner to you in Section 9. of the Purchase & Construction Agreement (the "Agreement") for the purchase and construction of your home.

The construction of your new home has been inspected and approved by all appropriate governmental agencies and by our qualified personnel.

Coverage on the Home, Except Major Structural Defects and Consumer Products

We will correct any defects due to faulty construction, defective materials, or noncompliance with the standards prescribed by the Registrar of Contractors (the "ROC") for a period of up to two (2) years from the date on which the home is deeded to you. The obligations and liabilities of us set forth under this Warranty are limited to covered repairs and corrections and are subject to the ROC standards and certain other exclusions as set forth in the Agreement or elsewhere in this Warranty.

Coverage on Consumer Products

For purposes of the Warranty Coverage, the term "consumer products" means all appliances, heating and cooling equipment and other equipment and items which are consumer products for purposes of the **Magnuson-Moss Warranty Act (15 USC, paragraphs 2301-2312)** and which are located in the home on the commencement date of the Warranty. Defects in consumer products and in any other items covered by manufacturers' warranties are excluded from coverage of this Warranty, and you should follow the procedures in the manufacturers' warranties if defects appear in these items. It is your responsibility to contact the manufacturer for any claims covered by these warranties.

Please read all information provided by the manufacturers, which discusses the use and care of your appliances, as well as a description of the warranty of that particular item, and follow the instructions for each appliance. All manufacturers have their own registration requirements that ensure you receive full warranties on their products. Warranties may be limited due to selling your home during the warranty period (original buyer only), non-registration of ownership, etc. If there are questions regarding the limitations of their warranties, you can phone the manufacturers directly. It is your responsibility to complete and mail all information required by the manufacturers.

Pepper Viner's Obligations

If a covered defect occurs during the applicable Warranty period, we will repair, replace, or pay you the reasonable cost of repairing the defective item. Our total maximum liability under this Warranty is limited to the purchase price of the home. The choice among repair, replacement, or payment is ours. Any steps taken by us to correct defects or make replacements shall not act to extend the terms of this Warranty. All covered repairs by us during the Warranty period shall be at no charge to you and shall be performed within a reasonable time from our receipt of written notice of the existence of a defect.

Your Obligations

You are to provide normal maintenance and proper care of the home. We must be notified in writing of the existence of any covered defect before we will be able to correct that defect. Written notice of a covered defect must be received by us prior to the expiration of the Warranty on that defect. You must provide access to your home for us during normal business hours (Monday through Friday, 8:00 a.m. to 5:00 p.m.), to inspect any defect reported and to perform any required corrective action.

Exclusions:

- a. Defects in any item which was not part of the original home as constructed by us.
- b. Any defect caused by or worsened by negligence, improper maintenance, lack of maintenance, improper action or inaction or acts by any party other than us, our employees, agents, or Trade Partners.
- c. Normal wear and tear of the home.
- d. Loss, damage or injury caused by acts of God, or the elements, including, but not limited to, fire, explosion, smoke, water escape, changes which are not reasonably foreseeable in the level or content of underground water table, glass breakage, windstorm, hail, lightening, falling trees, aircraft, vehicles, flood and earthquakes.
- e. Any defect or damage caused by changes in the grading or drainage patterns or by excessive watering of the ground of your property or adjacent property by any party other than us, our employees, agents, or Trade Partners.
- f. Any defect which does not cause actual loss or damage.
- g. Any loss or damage which arises while the home is being used primarily for nonresidential purposes.
- h. Any damage to the extent it is caused or made worse by the failure of anyone other than us or our employees, agents, or Trade Partners to comply with the requirements of the Warranty or the requirements of warranties of manufacturers of appliances, equipment, or fixtures.

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- i. Any defect or damage which is covered by a manufacturer's warranty that has been assigned to you.
- j. Your failure to take timely action to minimize loss or damage and/or your failure to give us timely notice of a defect.
- k. Bodily injury, damage to personal property or damage to real property which was not part of the home as constructed by us.
- l. Insect or animal damage. (See Termite Treatment)
- m. Defects and workmanship in items installed by any party other than Trade Partners under direct contract with us.
- n. Conditions resulting from condensation on, or expansion or contraction of, materials.
- o. Subject to necessary corrections identified during the Pre-Closing Home Presentation or the Pre-Closing Final Inspection conducted by us and you, the Warranty excludes cosmetic damage to items such as:
 - ◆ Sinks, tubs, and plumbing fixtures
 - ◆ Countertops and cabinets
 - ◆ Light fixtures, mirrors, and glass
 - ◆ Windows and screens
 - ◆ Tile, carpet, hardwood, and resilient flooring
 - ◆ Doors, trim, and hardware
 - ◆ Paint and drywall
 - ◆ Finish on appliances
- p. All drains and disposals are tested for proper operation prior to occupancy. We are not responsible for sewer stoppages after occupancy, unless the stoppage is conclusively determined to be caused by construction material or a construction defect.
- q. Consumer products in the home.

No Other Warranties

This Warranty is the only express warranty provided by us. Implied warranties, including but not limited to warranties of merchantability, fitness for a particular purpose, and habitability, are limited to the warranty periods set forth above.

Claims Procedure

If a defect appears which you believe to be covered by this Warranty, you must provide us with a written notice of such defect, which notice must be sent to the Customer Service Department at our main office address. Only emergency reports will be taken by phone.

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You will participate in our Customer Service review program. Under this program, a 30-Day and 1-Year review are scheduled with our Customer Service Department.

Please see the section in your Manual under Customer Service for information on this program.

Care and Maintenance

Caring for Your New Pepper Viner Home

A Fine Home Deserves the Finest of Care

Pepper Viner has constructed your new home with quality materials and the labor of experienced craftsmen. All work is done under our supervision to attain the best possible results for your investment.

A home is one of the last hand-built products left in the world. Although quality materials and workmanship have been used in creating your home, this does not mean that it does not require care or maintenance. A home, like an automobile, requires care and attention. General Homeowner maintenance is essential to sustaining a quality home for a lifetime.

Homeowner Use and Maintenance Guidelines

We are proud of the homes we build and the neighborhoods and communities we help create. We strive to create long-lasting value. However, this cannot be achieved unless you, as the Homeowner, properly maintain your new home and all of its components. Periodic maintenance is necessary due to normal wear and tear, the characteristics of the materials used in your home, and standard systems servicing. Natural fluctuations in temperature and humidity also affect your new home.

Many times a minor adjustment or repair done immediately prevents a more serious, time-consuming, and sometimes costly repair later. Please note that neglect of routine maintenance can void applicable Limited Warranty coverage on all or part of your new home. As an example, the regular replacement of your heating and cooling system filter is essential for optimum system performance. By caring for your new home attentively, you ensure a lifelong enjoyment. In addition, the attention provided by each Homeowner contributes significantly to the overall desirability of the neighborhood and the community.

We recognize that it is impossible to anticipate and describe all the areas which need attention for good home care, but we have covered many important details. The subjects covered include various components of the homes we build, listed in alphabetical order. Each topic includes suggestions for use and maintenance followed by Pepper Viner's Limited Warranty guidelines. This Manual may discuss some components that are not present in your particular home.

Please take time to read the literature provided by the manufacturers of the consumer products and other items in your new home. The information contained in that material is not repeated here. Although much of the information may be familiar to you, some points may differ significantly from homes you have had in the past.

Activate specific manufacturer's warranties by completing and mailing any registration cards included with the materials. In some cases, manufacturer's warranties may extend beyond the first year and it is in your best interest to be apprised of such coverage.

Address Light

Your address light, usually located on the front or side of your garage, operates on a photoelectric cell (on at dusk – off at dawn). Prior to making a request for service, check to see if the bulb is burnt out. You can check whether the photocell works by placing black tape over the cell, then check back in about 5 minutes. The light should be on.

Alarm Systems

If you have selected an alarm system and have a monitoring agreement with a security company you will need to arrange to have your system's trim and start-up completed following your Closing. The security company will install all contacts and trim at the time of start-up, and they will also instruct you in security system operations.

Pepper Viner offers you the choice to leave the pre-wiring for an alarm system exposed or bury it in the drywall. Some alarm companies may charge extra to locate buried wires, so you may want to check with your alarm company before making a decision. If you choose to have the wires buried, Pepper Viner will not be responsible for any cost to locate buried alarm wires after Close of Escrow.

Appliances

Your appliances are covered by warranties from the manufacturers. Please contact the appropriate manufacturer or distributor for service or questions about the use and care of the appliances. Contact numbers for questions and warranty claims can be found in the appliance use and care guides.

The appliances in your new home were selected for their durability, ease of use, and appearance. Information about each appliance can be found in the literature that is supplied by the manufacturer and provided during your Pre-Closing Home presentation. Please read the manufacturer's instructions on usage and care before using your appliances. Don't forget to fill out your manufacturer registration cards and mail them in.

Appliance warranties are usually for a period of one-year from installation. For service, please call the appropriate manufacturer.

If an electrical appliance fails to operate, check to see if the appropriate breaker switch is ON. If the breaker is ON, the problem will be in the appliance and not in the electrical system of your home. If the breaker switch has been tripped to the OFF position, you should contact the Customer Service Department during the warranty period, and an electrical contractor thereafter.

If you have gas appliances and you smell gas:

- ◆ **Do not try to light any appliances.**
- ◆ **Do not touch any electrical switches.**
- ◆ **Do not use any phone in your building. Immediately call your gas supplier from a neighbor's phone. Follow the gas supplier's instructions.**
- ◆ **If you cannot reach your gas supplier, call the fire department.**
- ◆ **Do not store or use gasoline or other flammable vapors and liquids in the vicinity of any gas appliance.**

Maintain 25-foot minimum distance between flammables and appliances such as a water heater or direct vent exhaust (fireplace).

Attic Access

Your attic space, if you have any, is neither designed nor intended for storage. We provide access to this area for maintenance of mechanical equipment that may traverse the attic space. When you perform needed tasks in the attic, use caution and avoid stepping off of wood members onto the drywall. This can result in personal injury or damage to the ceiling below. The Limited Warranty does not cover such injury or damage.

Blacktop Asphalt Driveways

Facts About Blacktop Asphalt Driveways:

1. Blacktop takes time to harden and cure, usually 6-12 months, so your driveway will remain soft and pliable until the curing process is complete.
2. Even after the blacktop has cured, do not expect it to be as hard as concrete.
3. Your blacktop driveway will soften and harden as temperatures rise and fall; this is normal.
4. Although every effort is made to avoid puddles in your driveway, some small ones are inevitable depending on the natural slope and drainage of your ground.
5. Your driveway may look smoother in some areas than in others due to the makeup of blacktop. Blacktop has various sizes of stone, sand, liquid asphalt and other ingredients which cause a varied surface texture.
6. Blacktop areas that have been raked and spread with hand tools may appear different in texture from those spread by machine. This does not affect the integrity of the blacktop as it is simply a visual difference.

Ways to Avoid Damaging Your Blacktop Asphalt Driveway:

1. You may walk on a new driveway immediately, but keep automobile traffic off it for at least 3 full days or longer if it is laid in hotter temperatures.
2. During the first 6-12 months while your driveway is curing, do NOT park in the same spot every time as this may cause areas to sink.
3. Do NOT turn your steering wheel back and forth when your car is not moving as this will damage the blacktop.
4. Do NOT use jack stands or car ramps unless a piece of plywood is placed under them to distribute the weight.
5. Blacktop is scarred by automobiles starting out too fast, pulling in too quickly and driving too fast. Avoid these actions to prevent scars.
6. Excessive weight from large heavy vehicles can depress your driveway. Keep oil trucks, concrete trucks and any other heavy trucks off your driveway.
7. When storing campers for long periods of time, place a piece of plywood under the tongue jack and also under the tires.
8. Lawn chairs, bicycle and motorcycle kickstands and high-heeled shoes will exert weight in concentrated areas and create holes and depressions in your driveway.
9. The edges of your driveway are the weakest part; avoid driving on the edges as they can crack and crumble over time.
10. Avoid gasoline, oil, anti-freeze, power steering and transmission fluid spills and leaks on your blacktop as these will dilute the liquid asphalt and may cause holes.

Cabinets - Kitchen and Bath

Your cabinets have interior and exterior finishes that are impervious to a variety of household agents, foods and beverages. However, they do need regular cleaning and care. Damaged cabinetry (i.e. splits, cracks, etc.) should be noted at either your Pre-Closing Home Presentation or Pre-Closing Final Inspection.

Caring for the Interior

Simply wipe with a damp cloth or sponge, then dry immediately. To remove food residue or grease, use any common dishwashing liquid and a damp cloth to wipe clean. Dry thoroughly. If a spill occurs, clean up and dry surface immediately. Left unattended, a spill can soak through the surface and cause damage.

Caring for Wood Surfaces

As a rule, wood finishes may be cleaned and protected with any commercial cleaning polish. Products such as Murphy's Oil Soap® contain no wax, petroleum or silicones. (Wax tends to build up on the surface. Silicone can harm the cabinet's finish.)

Wipe the surfaces with a clean, damp cloth, then dry immediately. To remove general soil or grease, use any common dishwashing liquid and a damp cloth to wipe clean. Dry thoroughly.

Excess moisture can damage any cabinet finish; areas near the sink, range, dishwasher, oven and baseboards are most susceptible. Keep these surfaces dry. Avoid draping damp cloths or dish towels over cabinet doors. Over time, this moisture could cause permanent water damage.

Waxing is not necessary. However, if you desire, you may apply any furniture polish or lemon oil recommended for fine furniture. Be sure to wipe off any excess to avoid build-up.

Note: Do not use a dishcloth for cleaning. It could contain remnants of grease or detergents. Also avoid using cleansers that contain bleach, citrus, ammonia, or abrasives and do not use steel wool or soap pads. These cleaners can damage your cabinets' finish.

Caring for Laminate, Thermofoil, and Painted Surfaces

Laminate, thermofoil, and painted surfaces are both durable and trouble-free. Most non-abrasive household cleaners are ideal for these surfaces. However, cleaners with acetone, ethyl alcohol, or mineral oils should not be used. Avoid harsh solvents and/or abrasives like turpentine as they may break down edge bonds.

DO NOT WAX OR POLISH LAMINATE, THERMOFOIL, OR PAINTED SURFACES.

Cabinet doors and drawers should operate smoothly and be free of any warping and twisting. Putting too many items or items that are too heavy in drawers can cause them to stick and not move smoothly.

- ◆ *Pepper Viner shall repair or replace any damaged cabinetry that has been properly documented at the Pre-Closing Home Presentation or Pre-Closing Final Inspection.*
- ◆ *For the term of the Limited Warranty, Pepper Viner shall perform the necessary repairs to ensure smooth and unencumbered operation of cabinet doors and drawers.*
- ◆ *For the term of the Limited Warranty, Pepper Viner shall replace any doors or drawers that exhibit signs of twisting or warpage as defined by the ROC standards.*

Carpeting

Carpeting installed as a floor covering should not become loose, separate or stretch at its point of attachment. Due to standard widths, carpet seams will be required in areas exceeding the standard. No seam will ever be totally invisible. Some

seams will be more noticeable than others depending upon the particular type and profile of carpeting selected. All seams are placed to make the most efficient use of carpet yardage. Placement is up to the discretion of the installer and may differ from that shown in the models.

Carpets carrying certain trademarks such as Stain Master or Scotch Guard are not impervious to staining. They are, however, less prone to ordinary staining common with normal everyday wear. Information on your particular stain block product can be found in the information you received at the time you colorized your home. Standard carpet has no stain protection.

Our warranty does not cover conditions such as crushing/matting that is caused by heavy or concentrated foot traffic and is not considered a manufacturer's defect. Frequent vacuuming in heavy traffic areas is an effective deterrent to crushing and matting.

Carpeting is relatively easy to care for, and a regular schedule of vacuuming and professional cleaning will go far in maintaining the original appearance for many years. Carpet warranties may be affected by professional cleaning methods. Please refer to the manufacturer's warranty for recommended cleaning methods.

- ◆ *For the term of the Limited Warranty, Pepper Viner shall repair carpet seams that have separated or become unraveled.*
- ◆ *For the term of the Limited Warranty, Pepper Viner shall re-stretch any carpet that has loosened or pulled away from its tack strip.*

Caulking

If the caulking around your bathtub, sinks, or windows (both interior and exterior) should appear dried out or cracked, remove the old caulking and replace it. Within the first year of your ownership, Pepper Viner will repair caulk that has dried out or cracked and will provide this service on a one-time basis; caulking is the Homeowner's responsibility after this one-time service application by Pepper Viner.

Areas requiring caulking should be regularly maintained. Caulking should be checked at least twice a year at a minimum. This is especially important at areas such as sinks, tubs, and showers where potential for water damage is greater. Also check any area on the exterior of your home where water can seep in around windows, siding, beams, etc., which could result in interior damage.

Ceramic Tile

Cracks in the grouting of ceramic tile joints are commonly due to normal shrinkage conditions. For example, separation between the tub and wall tile and

between floor tile and the tub may occur. Caulking or regrouting of these cracks will be done by Pepper Viner one time during the first year of ownership, if necessary. Regrouting or caulking of these cracks then becomes an owner's maintenance responsibility.

Ceramic tile is easy to maintain and needs only to be wiped down occasionally with a damp cloth. A mild solution of soap and water is normally adequate. Use of excessive water when cleaning a ceramic tile floor may cause damage to your cabinetry and/or baseboards.

Cracking joints between ceramic tile in the tub or shower stall corners may occur because of excessive moisture in these areas. Prompt attention to this situation is important to avoid possible damage to underlying areas. We recommend you remedy this situation by simply filling the cracks, as separation takes place, with a grouting or caulking compound available at any hardware store.

Concrete

Pitting, scaling or spalling is common with concrete. Pepper Viner has taken various measures to reduce these conditions but they cannot be totally prevented.

We recommend sweeping for keeping exterior concrete clean, If washing is necessary, do this when temperatures are moderate. Repeated cleaning of the garage floor by hosing can increase soil movement by allowing water to penetrate any existing cracks. We recommend sweeping to clean the garage floor.

In the natural process of curing, concrete floors often sustain "expansion and contraction cracks." It is impossible for anyone to prevent cracking in concrete. We have anticipated stresses on walks, driveways and steps, and have provided contraction and expansion joints to help control this problem.

Concrete is subject to constant expansion and contraction from day to day, due to temperature and humidity variations. While concrete requires minimal care, it should be kept free of accumulated dirt and debris; oil and grease stains should be removed promptly using concrete cleaners.

Unanticipated cracking may result from conditions over which there is no control, such as unequal sub-grade settlement, severe frost and uneven moisture conditions. The plastic nature of cement and the thermal effects of weather will cause cracking.

Minor cracking is not unusual and of no significant structural consequence.

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Cracking is NOT a sign of defective concrete. Cracks rarely affect the structural functioning or durability of the concrete. We use the following criteria to determine if repairs are necessary:

1. Cracks in "poured in place" concrete stems:
Cracking wider than 1/8" will be properly repaired with appropriate material. If cracks are 1/4" or wider, Pepper Viner will determine the cause and make proper repairs. Repairs should be made near the end of the first year to allow the home to settle.
2. Cracking of garage slabs, exterior slabs, patios, driveways and sidewalks:
Pepper Viner will replace affected areas with cracks up to 3/32" wide or 1/8" vertical displacement or compound cracking in excess of 1/16" wide; post tension areas that meet this criteria will be repaired. Cracks in sidewalks which exceed 3/16" will require the affected areas to be replaced. Replacements may not match the original color exactly.

Refer to the Post-Tension Foundation section for additional information.

NOTE: Do not permit any heavy equipment such as concrete trucks, moving vans, or landscaping equipment such as Bobcats, to drive on your concrete as it was not designed for these heavy loads.

- ◆ *For the term of the Limited Warranty, Pepper Viner shall repair or replace any square or section of concrete having cracked in excess of the normal tolerance.*
- ◆ *For the term of the Limited Warranty, Pepper Viner shall repair or replace stoops and/or steps that have heaved or separated in excess of the normal tolerance.*
- ◆ *For the term of the Limited Warranty, Pepper Viner shall fill, repair or replace any concrete areas holding water in excess of the normal tolerance.*

Condensation

Condensation takes place in the home whenever warm, moist air comes into contact with colder surfaces such as windows or exposed pipes. There is more condensation in our homes today because they are better built and insulated and have improved doors and windows with greatly reduced air infiltration. Many gallons of water are contained in the materials used to build your new home. Because of this, condensation is at its peak during the first year. In addition, a family of four can put as much as 18 gallons of water per week into the indoor air of a home through normal activities, such as laundry, bathing, showering and dishwashing.

Condensation can range from:

1. Water droplets on windows and frames, or
2. Fogging of windows and mirrors, to
3. Excessive water deposits on window sills.

If condensation is a problem in your home, we strongly recommend that you take the following steps to help control it and keep it to a minimum:

1. Bathrooms and laundry or utility rooms, in most homes, have been provided with exhaust fans to carry off excess humidity - be sure to use them whenever you are putting moisture into the air (e.g. showering, bathing, doing laundry, dishwashing, cooking).
2. Make sure that your clothes dryer is properly connected to the exterior vent provided.
3. Reduce the use of humidifiers in your home.
4. Purchase or rent a dehumidifier.
5. A large quantity of houseplants may cause excessive moisture unless they are placed in well-ventilated areas of the house.

We also recommend that you keep your home "conditioned" even when you are gone for vacations, etc., by keeping your heat or AC on and set at a higher or lower temperature than when the home is occupied. Without the use of your HVAC system to remove moisture from the air, your home can develop significant condensation, especially during extended absences, which could cause problems.

Countertops

Check your countertops carefully at your Pre-Closing Home Presentation and Pre-Closing Final Inspection for scratches, chips, dings, cracks, etc. Damage to countertops after Close of Escrow, except for defects in materials, is not warrantable.

Countertops in new homes are made of a variety of materials. These materials are used for their resistance to scratching, abrasion, alcohol, boiling water, etc. They are not, however, resistant to cigarette burns, scratches caused by cutting with a sharp knife or heat damage from careless placement of hot pots and pans from the range. Keep your dishwasher door closed to ensure that steam and heat from the dishwasher do not damage the edges or underlayment of your counters.

By providing proper care, your vanity tops and countertops will retain their quality for an indefinite number of years. Some easy reminders to follow are:

1. Hot pans or activated electrical appliances should not be placed directly on countertops; use protective insulated pads. Never set hot pans, taken from the oven or range, directly onto the countertop.
2. Abrasive cleaners or steel wool should never be used.
3. Household bleach should not be allowed to remain on the countertop.
4. Do not use the countertop as an ashtray or cutting board.
5. Avoid a concentration of water or wet cloths at or near the junction of the countertop and backsplash or other joints.

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CORIAN®

There are three types of countertop finishes: matte/satin, semi-gloss and high-gloss. All CORIAN® sinks and bowls have the matte/satin finish. Soapy water or ammonia-based cleaners will remove most dirt and stains from all types of finishes. However, slightly different techniques must be used to remove difficult stains, depending on the finish. Follow the recommendations in the following chart to properly care for your finish type.

COUNTERTOPS			
Finish	Matte/Satin	Semi-gloss	High-gloss
Cleaning			
Most dirt and stains	Use soapy water or ammonia-based cleaner.		
Water marks	Wipe with damp cloth; towel dry.		
Difficult stains	Use an abrasive cleanser and a green Scotch-Brite™ pad	Use Softscrub™ or diluted bleach and a white Scotch-Brite™ pad.	Follow procedure for semi-gloss, but use a sponge instead of a Scotch-Brite™ pad, or use white polishing compound.
Disinfecting	Occasionally wipe surface with diluted household bleach (1 part water / 1 part bleach).		
Maintenance	Rub with Scotch-Brite pad alone.	Enhance shine with nonabrasive polish, such as Hope's Countertop Polish®.	

SINKS			
Cleaning	Same as above.		
Disinfecting	Same as above.		
Maintenance	Occasionally clean by filling the sink one-quarter full with a 50/50 water/bleach solution. Let soak for 15 minutes, then wash sides and bottom as solution drains.		

Removing Cuts and Scratches

Because the solid beauty of CORIAN® goes all the way through, CORIAN® surfaces are completely renewable. You can remove minor cuts and scratches yourself by following the instructions in the chart below.

REMOVING CUTS AND SCRATCHES			
Finish	Matte/Satin	Semi-gloss	High-gloss
	Sand with 180- or 220- grit fine sandpaper until cut is	Sand with 400-grit sandpaper.	Sand with 400-grit sandpaper.

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gone.	Restore finish with an abrasive cleanser and a green Scotch-Brite™ pad.	Restore finish with an abrasive cleanser and a white Scotch-Brite™ pad.	Wipe the surface and continue with 600-grit sandpaper.
			Buff with white polishing compound and a low-speed (1,500 – 2,000 rpm) polisher equipped with a wool pad. Finish with a countertop wax.

Preventing Heat Damage

CORIAN® withstands heat better than ordinary surface materials. However, hot pans, as well as some heat-generating appliances, like frying pans or crockpots, can damage the surface. To prevent heat damage, always use a hot pad or trivet with rubber feet to protect your CORIAN®.

Preventing Other Damage

In most cases CORIAN® can be repaired if accidentally damaged. However, be sure to follow the guidelines here to prevent any permanent damage to CORIAN®.

- ◆ Avoid exposing CORIAN® to strong chemicals, such as paint removers, oven cleaners, etc. If contact occurs, quickly flush the surface with water.
- ◆ Do not cut directly on CORIAN® countertops.
- ◆ Run cold water when pouring boiling water into sinks.

For more information, call 1-800-4-CORIAN or visit www.corian.com.

Cultured Marble

Your marble vanity, tub or shower is man-made and represents a fine reproduction of real marble. Like real marble, it is not indestructible. With proper care, cultured marble will provide years of satisfactory use. Your cultured marble installer therefore offers the following suggestions for its care and maintenance:

Precautions:

- ◆ Care should be taken to avoid placing objects that may cause scratches on your cultured marble surfaces.
- ◆ Cultured marble is manufactured from a resin material that is not impervious to burns. Care should be taken when using heat-generating household appliances on your cultured marble surfaces.
- ◆ Scouring powders should not be used to clean your cultured marble surfaces.

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- ◆ Your cultured marble is highly stain resistant, but nail polish remover can cause severe damage.
- ◆ Avoid excessive tightening of plumbing fixtures, which could result in cracking the cultured marble.
- ◆ Periodic (inspect minimum of every six months) re-caulking and resealing of tops and showers are Homeowner maintenance items. If you have any questions regarding the application of caulk or sealants, please consult with your local hardware store or feel free to call the Customer Service Department.

Cleaning

- ◆ Routine cleaning with a soft sponge or cloth and a non-abrasive aerosol cleaner is all that is normally needed to maintain its beauty and shine. The use of hard abrasives may cause scratching, discolorization and dullness of cultured marble surfaces.
- ◆ A hard water buildup may be removed with most lime and rust stain removers, being sure to rinse thoroughly.
- ◆ To maintain luster and make cleaning easier, periodic applications of paste wax may be applied. Your cultured marble trade partner recommends Gel-Gloss, a one-step cleaner to clean and polish, and make your product shine for years to come. Gel-Gloss can be obtained from your local hardware store. Please see www.gel-gloss.com for further information.

Repairs

Professionals who have special tools and materials can repair chips and scratches. These repairs are not recommended for the Homeowner. If the surface dulls, it can be re-polished with polishing compound and a power buffer. This is also best left to the professional.

Granite

If your countertops are made of granite, please note the following instructions:

1. Granite should be cleaned with lukewarm water and mild soap then wiped with a clean dry soft cotton towel to eliminate streaking.
2. Re-apply granite sealers to your countertops every six months. These granite sealers are available at your local building supply stores. Even with regular application of sealers, granite still remains porous and can absorb stains.
3. Although it is a hard, durable surface, granite is porous and can be stained by allowing spills to remain on the surface. Spills should be removed immediately, especially oils, grease, fruit juices, wines, and soda pop to prevent staining and/or etching.
4. Hot pads and/or trivets should be used for hot pots and pans.
5. Do not use any abrasive cleaners on your countertop.

6. Do not cut on your granite countertop.
7. Do not use cleaners that contain acid such as vinegar, bathroom cleaners, grout cleaners or tub & tile cleaners.
8. Do not stand or kneel on your countertop to reach high objects. Cracks or other damage caused by inappropriate use are not covered by the warranty.
9. Should you stain your countertops, a commercially sold poultice is available at several local tile/stone distributors. Another option is to make a poultice at home using the following:

Poultice Solution

Flour
7% Hydrogen Peroxide

Mix flour and hydrogen peroxide together to form a paste.
Cover stain with paste, overlapping edges of stain.
Cover poultice with Saran-Wrap and leave overnight.
Remove Saran-Wrap and let poultice dry.
Scrape off dried poultice and wipe with damp cloth.

More than one application may be necessary to completely remove the stain.

Laminate

If your countertops are made of laminate, please note the following instructions:

1. Add caulking as necessary from shrinkage or settling.
 2. Use paraffin wax (candles) in miter corners every 4-6 months to avoid water seepage and swelling of particleboard.
 3. Protect the countertops from heat generated by small appliances, especially at miter corners.
 4. Clean laminate with liquid detergents only. Avoid gritty abrasive cleansers, especially on semi-gloss patterns.
 5. Avoid cutting or chopping on the countertops. Use a cutting board or glass countertop saver.
 6. Hot plates, pans, etc., should never be placed directly on the countertop. Always use some type of countertop saver or protector.
- ◆ *Pepper Viner shall repair or replace damaged countertops provided they are noted at the Pre-Closing Home Presentation or at the Pre-Closing Final Inspection.*

Doors – Interior and Exterior

Interior Doors

Interior bi-pass and bi-fold doors may warp or stick due to various weather conditions. On bi-fold or multi-fold doors, adjustments may be necessary. You may

apply a lubricant to the tracks of both bi-pass and bi-fold closet doors to make them operate more efficiently. A squeaking hinge should be lubricated.

- ◆ *For the term of the Limited Warranty, Pepper Viner shall replace any interior door that warps in excess of ¼" inch.*
- ◆ *For the term of the Limited Warranty, Pepper Viner shall also perform any necessary finishing to the original specifications.*
- ◆ *For the term of the Limited Warranty, Pepper Viner shall perform any necessary repairs to interior doors and door frames that rub or stick.*

Exterior Doors

Fully insulated metal, fiberglass and solid wood exterior doors are often used today. You will observe that some of these doors are equipped with adjustable thresholds, enabling you to maintain a proper seal year-round. These adjustments should coincide with the change of seasons as building materials undergo natural expansion/contraction. Keep the channels of sliding glass door units and metal thresholds clean for ease of operation and drainage of storm water.

In some instances, your home may have a stained wood door. Exterior/wood surfaces are subject to weather and climate variances; a surface's orientation to such variances (e.g. western exposure to the afternoon, summer sun) dictates the maintenance requirements for these surfaces. Check the finish on your exterior doors several times a year. If you notice that the finish is beginning to crack or peel, refinish the door promptly. Doors that receive direct sunlight or are exposed to wind and rain will need to be refinished more often. Unattended cracking and peeling will rapidly destroy the surface of the door. Water can damage wood surfaces severely. Reposition sprinklers that spray doors and other wood surfaces.

If you have chosen varnished, exterior surfaces, the following maintenance should be done in the time frames noted:

- ◆ Varnished surfaces should be re-coated at least every 1-2 years depending on the severity of exposure to the sun and other weather conditions.
- ◆ Apply a minimum of two coats of varnish. Coat the top, bottom and sides of all doors to prevent water migration.
- ◆ Varnished surfaces that are maintained while in good condition require the least amount of preparation before the new coat is applied.
- ◆ Please consult a professional in the event that you wish to refinish/paint your doors.

Inspect the weather stripping on exterior doors frequently. Weather stripping should form a reasonably tight seal to prevent air and water from entering. Normal contraction of wood doors can leave a small gap in the weather stripping. The small

gap may close when the humidity increases and the door expands. French opening doors or double doors do not weather seal as well as single opening doors. Wind and rain are more likely to penetrate the weather stripping on double doors, particularly at the top and bottom. Adjust or replace weather stripping that has worked loose.

Some air infiltration is unavoidable around doors, especially during storms and high wind conditions. If weather-stripping is torn or separated due to owner's misuse or negligence, Pepper Viner has no responsibility.

- ◆ *For the term of the Limited Warranty, Pepper Viner shall repair or replace improperly fitted weather-stripping.*
- ◆ *For the term of the Limited Warranty, Pepper Viner shall perform any necessary repairs to hinges, doorknobs or locksets to ensure smooth operation and proper locking functions.*

NOTE: Please remember to check and adjust your door thresholds as explained above to prevent water penetration and subsequent floor damage.

Drainage and Landscaping

Your lot was engineered and graded to the standards established by local governmental agencies to ensure proper drainage. The direction of the water flow on your lot and within the subdivision is based on the municipality-approved engineering design for the project. Some lots are intentionally designed and graded to retain water in individual retaining ponds. Some subdivisions are designed so that one lot will drain onto or through another lot. Whatever the case, you will be provided with a "Lot Drainage Certification" before closing on your home. The Certification will be from the landscaping trade partner who actually provided the final grading and front yard landscaping for your home. This Certification ensures that you lot drains properly and as designed prior to closing.

Swales are typically incorporated to facilitate drainage away from the house and need to be maintained when any landscaping is done. You can protect your foundation and maintain the swales by:

1. Landscaping any areas of your lot that have been graded, but do not have rock, landscaping, or natural vegetation on them as soon as possible after close of escrow. Failure to do so will cause your drainage swales to fill with dirt and silt so that they no longer drain correctly; thus will void any warranty on drainage.
2. Keeping drainage swales clear of leaves and debris.
3. Planting vegetation at least 18" from the foundation and patio or perimeter walls to help keep water away from these areas.
4. Monitoring the irrigation system and watering schedules as the weather changes to ensure that it is not watering excessively.
5. Periodic inspection of all irrigation lines and emitters for damage or leaks.

As you begin landscaping your yard, it is important that the existing swales designed for drainage not be altered or blocked by walkways, patios, spas, pools, fences, walls, planters or play structures. Before you make any change or addition to your lot or the existing structures on your lot, give careful consideration to the effect the change will have on your drainage. Please also consider that any changes that you make in the grading and drainage of your lot could affect neighboring properties. Damages to your property and to neighboring property due to modifications you have made will be your responsibility. It is your responsibility to maintain the original grading of your lot and to preserve good drainage. **Any changes to the grading or drainage features will void your warranty; failure to landscape areas of your lot that are your responsibility in a timely manner will also void the warranty.**

If a building pad has been created for the construction of your new home, the grades on the pads meet the requirements of the governing jurisdiction and may incorporate some sloped areas. These sloped areas may be subject to natural erosion. It is recommended that all landscaping be designed to minimize erosion of any slopes.

The Covenants, Conditions and Restrictions (CC&R's) of your community may require a submittal of your landscape plans to the Homeowners Association's (HOA) Architectural Review Committee for approval. We recommend that you contact your HOA before beginning any landscape project. We also recommend that you contract or consult with a licensed landscaper or other licensed, qualified expert before making any changes to your drainage or landscaping.

Natural Vegetation

Any existing trees, shrubs or other natural vegetation on the lot are not warranted by Pepper Viner.

Plant Warranties

All plants, trees, and shrubs installed by Builder as part of the landscaping package for the home will be warranted for 90 days from installation. Problems with any plant, tree, or shrub should be reported to the Customer Service Department as soon as they are noticed within this period.

After close of escrow, it is the responsibility of the Homeowner to ensure that the automatic drip system timer is set appropriately for the season so that plants get the correct amount of water to keep them healthy. Failure to set and monitor the automatic drip system timer could void the 90-day warranty on the landscaping plants. Please refer to the information provided by the landscaping company and Pepper Viner concerning how to use the timer and the care and watering of your plants.

Automatic Irrigation/Drip Systems

The automatic drip system that is installed as part of your landscaping is warranted for 1-year from close of escrow. Although timer controls for your drip system allow for expansion of the system to other parts of your yard, any addition or alteration to the original drip system valves, tubing or emitters for the front yard will void the warranty on the entire drip system.

The warranty for the drip system does NOT include damage from freezing temperatures. It is recommended that when freezing temperatures are predicted that you wrap or cover any exposed lines and valves for your drip system to prevent damage.

Drip irrigation is the slow and even application of water over an extended period of time directly to the root zone of the plant. Your drip irrigation system consists of a number of important parts, as defined below that enable water to be distributed to your plants.

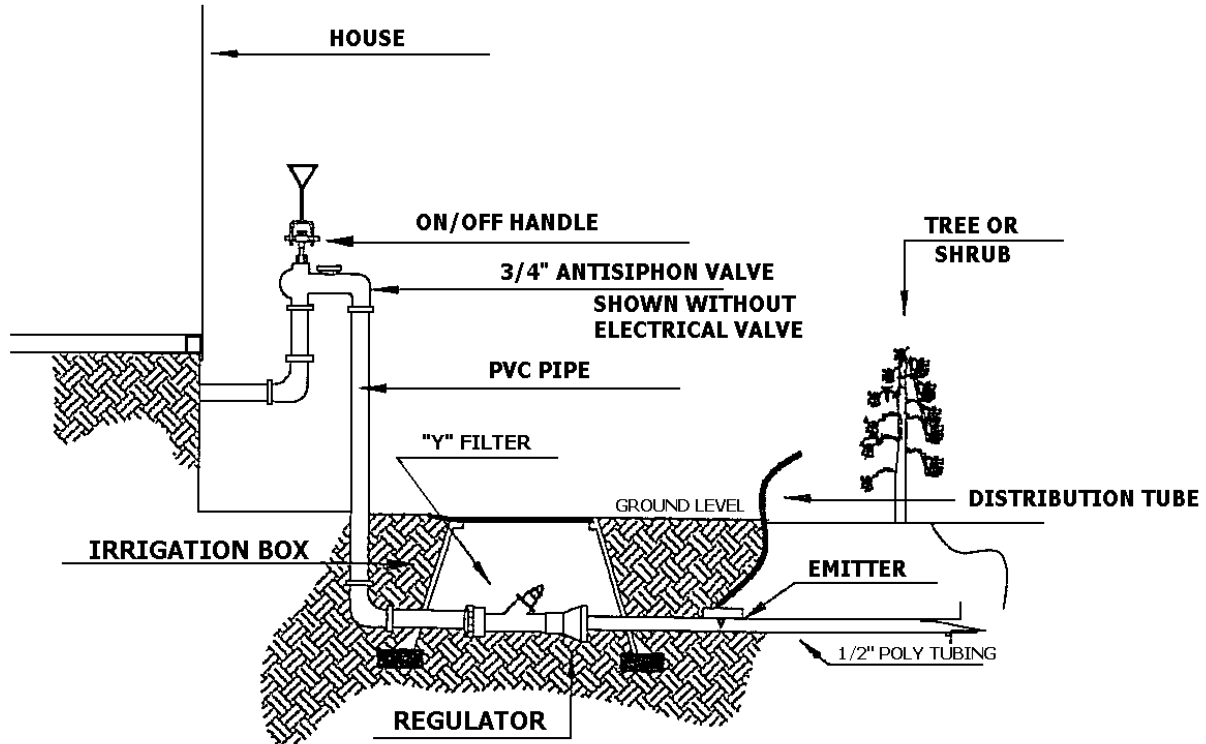
Anti-siphon valve	Used to prevent any backflow of water from your irrigation system into your tap water lines.
"Y" Filter	A filtration system to prevent any dirt particles from entering your drip lines that would clog emitters. The "Y" Filter has an end cap for easy strainer flushing.
Pressure Regulator	Regulates the amount of water pressure that is put into the poly tubing line.
Poly Tubing	A .580 plastic tubing that carries water to the plant area underground.
Emitter	Emits water from the poly tubing to be carried through distribution tubing to the plant.
Distribution Tubing	Also known as Spaghetti Tubing. P220 distribution tubing that delivers the water emitted from the emitter to the root zone of each plant.
Valve Wrench	A tool used to turn the anti-siphon valve on and off.

Trouble Shooting & Maintenance of Drip Irrigation

With proper maintenance and care, your drip irrigation system will provide you with trouble free watering year round. Please refer to the trouble shooting tips below in the event that you notice a problem.

Pepper Viner Homebuyer Manual

- Problem:** Anti-siphon leaks at handle
Solution: With a channel lock wrench or pliers, tighten the fittings at the base of the handle and also tighten the octagon shaped anti-siphon cap. With the changes in temperature, the gaskets may expand and contract depending on how hot or cold the outside temperature may be; checking these frequently will eliminate this problem.
- Problem:** "Y" Filter leaks
Solution: As with your anti-siphon valve, your "Y" Filter also has gaskets that may need to be tightened on occasion by hand by turning the head of the "Y" Filter clockwise.
- Problem:** Water not getting to plant when valve is on
Solution: This could mean a number of things. First, check your "Y" Filter to make sure there is not dirt in the filter that may have clogged the emitters. If dirt has entered the system; the entire poly line should be flushed out by turning the water on and opening the end cap at the end of the poly line. This should be done at least once per year. The emitters may have dirt in them as well, so they need to be cleaned also by turning the water on and placing your thumb over the end of the spaghetti tubing. The pressure will build up in the emitter and by removing your thumb; the dirt will be flushed out with the pressure of the water.
- Problem:** Some emitters working - others not
Solution: This may mean there is dirt in the poly line. If so, flush system of dirt as described above. If the problem persists, this may mean that the spaghetti tubing may have come off the end of the emitter. Digging down to the emitter and reattaching the spaghetti tubing to the emitter can fix this.
- Problem:** Major leak underground
Solution: Your poly tubing may have been broken due to yard work being done, dog or cat digging, or children at play. Whichever the case, contact your nearest hardware store for the proper repair parts or call a professional landscaper.



- ◆ For the term of the Limited Warranty, Pepper Viner shall repair, fill and/or restore all yard settlement in utility ditches, backfill areas, etc., due to initial construction.
- ◆ Pepper Viner shall replace any dead trees or shrubbery that were part of the initial landscape package planted by Pepper Viner for a period of ninety days after Close of Escrow, provided that there has been no negligence (i.e. turning off the irrigation system, adding chemicals, excessive dog urine, etc.).

Drywall

Gypsum wall board has become the standard type of material used for the construction of interior walls. Exterior corners are protected by metal corner beads. Pepper Viner has made every effort to minimize the necessary joints where sheets butt together. No installation, however, can completely conceal this joint. Regardless of workmanship, jointing can be detected upon close inspection or if lighting is very angular. Joints may also appear more obvious on untextured walls.

Some cracking or nail popping will probably occur due to interior temperature stabilization, wood shrinkage and settling. It is suggested that nothing be done about these cracks or pops until near the end of the first year of ownership. Please include these in your 1-Year Customer Service Requests.

For repairing cracks after this period, use a spackle compound or a drywall plaster which may be obtained from any hardware store.

Pepper Viner is not responsible for repairing or replacing drywall under Homeowner installed decorator items such as wallpaper or other forms of wall coverings.

Easements

Most lots have easements granted to various public utilities and governmental agencies so that installation, maintenance, and necessary services can be carried out. Please consult your plot plans as needed.

Where utility services are underground, we advise you to contact the appropriate utility and/or Blue Stake, (800) 782-5348, prior to any digging for fencing, tree planting, flower beds, swimming pools, storage sheds, etc. In most communities, the utility company will mark the location of its services at little or no expense to you.

Easements for the installation and maintenance of utilities and drainage facilities are reserved as set forth in the recorded plat. You should not plan to place within these easements any structures, plantings or other materials which may damage or interfere with the installation or maintenance of utilities. Do not plant anything within areas on your lot that are used for drainage, even though they do not appear on the recorded plat.

- ◆ *Pepper Viner will provide a plot plan of the property at the time of Homebuyer Orientation that will disclose the utility easements.*

Electrical

The wiring in your home, which meets local requirements and safety standards, will accommodate a certain number of electrical appliances. Occasionally, you may find an outlet or circuit that does not operate when you first move into your home. If a problem arises, before calling an electrician check your circuit breaker panel. Your electrical wiring and appliances are protected by circuit breakers located in the main panel box, thus eliminating the problems of replacing fuses. In some cases the circuit breaker may not be in the "on" position because of the manufacturer's design. It will appear to the touch as if the switch is loose. You should move the switch to the "off" position, then switch it back to "on".

If breakers for the same circuit fail repeatedly, it is essential to locate the cause. If it is the result of a short-circuit as opposed to an appliance overload, repairs should be made by an electrician. On several circuits in your home, such as your garage and bathrooms, a "Ground Fault Interrupter" ("G.F.I.") is installed. The purpose of the G.F.I. is to provide special protection against possible electrical shock. The G.F.I. is a sensitive device that can easily be "tripped-off". Resetting the G.F.I. is simple and can

be done right at the outlet. You should familiarize yourself with this circuit and its operation. Repeated tripping of this circuit does not necessarily indicate a problem.

NOTE: G.F.I. circuits are not designed to accommodate refrigerators or freezers. Refrigerators and/or freezers are likely to trip the G.F.I. circuit, causing the appliance to lose power and damage any food products stored in the appliance. Pepper Viner will not be responsible for the loss of food in refrigerators and/or freezers plugged into G.F.I. circuits. Please note that the circuit in your garage is a G.F.I. circuit unless you have specifically requested and paid for a separate dedicated circuit.

Fires can occur from misuse of electrical equipment. Avoid alterations to your wiring by amateurs; contact an electrician or recognized appliance agent. Ordinary small appliances may be used without fear of overloading a circuit. However, large appliances or too many small appliances may cause tripping of the circuit. Other causes of circuit tripping are:

1. Worn out cords or defective plug connections.
2. Defects within the appliance themselves.
3. Starting an electrical motor (motors require more current to start than they use when running.)

If after resetting the circuit breaker it trips again, you should call an electrician.

If the outlets have no power, check the switch in the room that controls the outlet. Normally one half of a duplex outlet in each room is operated by a wall switch. If this does not work, check for a burned-out bulb in the light fixture. If the trouble is not found here, then check the circuit breaker and reset any tripped breaker switches.

If an appliance, such as your garbage disposal, does not operate, check to see if it is plugged in and if any applicable reset buttons have been tripped.

- ◆ *For the term of the Limited Warranty, Pepper Viner shall replace any circuit breaker, wall switch, wall outlet or fixture that proves to be defective.*
- ◆ *For the term of the Limited Warranty, Pepper Viner shall replace defective time delay fuses installed with the HVAC system.*

Exterior Cladding

If your home has Masonite siding or wood trim, you can expect some shrinkage as the material continues to season and dry out. Grain raising and knot holes often accompany such shrinkage throughout this weathering process and will necessitate subsequent caulking and/or refinishing efforts by the owner.

All wood siding and trim applications will require regular inspections by the Homeowner to evaluate the present condition and the performance of appropriate maintenance as required.

- ◆ *For the term of the Limited Warranty, Pepper Viner shall fill gaps or splits in siding and trim ¼" inch in width or larger.*
- ◆ *For the term of the Limited Warranty, Pepper Viner shall touch up paint on any repairs to exterior trim. A slight color variation will be unavoidable.*

NOTE: It is the Homeowner's responsibility to provide maintenance to the exterior of the home. This includes normal fade and wear of paint, deterioration of caulking and the replacement of boards that warp or age due to the lack of maintenance to the exterior caulking.

Fire Sprinkler System

If your home has a built-in fire sprinkler system and a fire occurs, the sprinklers nearest the fire will put it out or control it with water. The bell on the outside of your house should start ringing moments after the first fire sprinkler activates. If this happens, evacuate the house and call 911.

To ensure that your fire sprinkler system operates as designed, you should follow the monthly maintenance program included below.

Things to know about your sprinkler system:

- ◆ Control valves must be turned on for your system to work.
- ◆ Make sure nothing is blocking your sprinklers.
- ◆ Do not hang anything on sprinklers or pipe; even lightweight items can damage sprinklers.
- ◆ Hang lamps and plants away from ceiling sprinklers.
- ◆ Keep pictures and large furniture away from sprinklers on walls.
- ◆ If you are painting, cover the sprinklers with plastic. Remove the plastic as soon as you are done.
- ◆ Do not pump sprinklers or expose the sprinkler piping.
- ◆ Teach children not to touch or play with the sprinklers.
- ◆ Your smoke detectors are still a critical component of your defense against fire – make sure they are working properly.

Minimum monthly maintenance program:

1. Visual inspection of all sprinklers to ensure against obstructions of spray.
2. Inspection of all valves to ensure they are open (if the water to your house is on, the fire sprinkler system is also on).
3. Testing of all water flow devices – see water flow test instructions below.

4. Testing of the alarm system, where installed, see water flow test instructions below.
5. Operations of pumps – if your water is supplied from a private well (see N.F.P.A. 20, standard for the installation of stationary pumps for fire protection).
6. Checking of water levels in tanks – if your water is supplied from a private well.
7. Special attention to ensure that sprinklers are not painted either at the time of installation or during subsequent redecoration.

Water Flow Test Instructions:

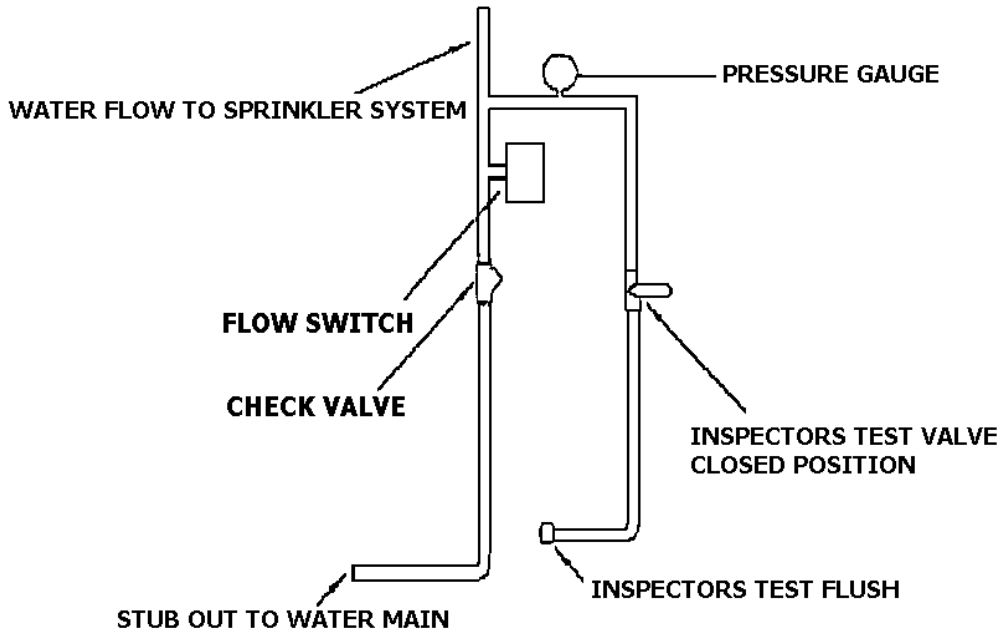
If your sprinkler system is connected to a central alarm and monitored by an outside alarm company, inform the fire department and alarm company that you are going to conduct a test **before** you open the valve.

Find your water flow test control valve. It may be labeled Main Drain, Inspectors Test, or Test and Drain (the valve is usually located behind an access panel inside the house or garage).

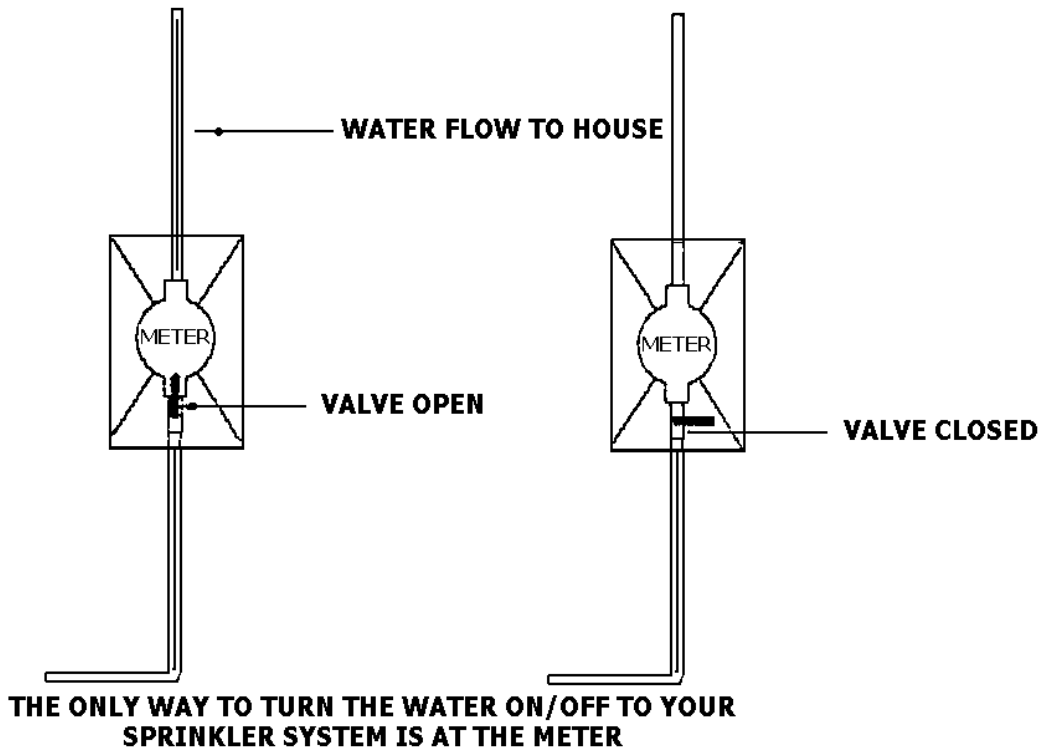
Slowly turn the control valve on (bringing the valve handle in line with the pipe).

Write down the date you performed your water flow test.

If you are monitored by a central alarm company, call them to verify you got a signal showing water flow.



THESE COMPONENTS ARE USUALLY LOCATED BEHIND AN ACCESS PANEL INSIDE YOUR HOUSE OR GARAGE



THE ONLY WAY TO TURN THE WATER ON/OFF TO YOUR SPRINKLER SYSTEM IS AT THE METER

Fireplaces

Before starting a fire, be sure the damper is open. Consult your manufacturer's instructions for proper operation and care.

We recommend that you inspect your chimney before the start of every cool season to ensure it is free of obstructions, such as animal nesting materials, that could pose a fire hazard. It is also recommended that you have your fireplace serviced annually by a qualified service person.

Floors (2nd Story)

The structural lumber in your house has been selected in sizes and grades to provide the strength required to carry the designed load. Excessive loads caused by heavy furniture, such as a waterbed, can result in damage to the 2nd floor. Care must be taken to avoid overloading. Some shrinkage may occur in these framing members, but your home has been designed so that any settlement will be as uniform as possible.

Like other building materials, wood may shrink under extreme dryness or swell under extreme humidity. Some unevenness in floors may occur because of slight "crowning" or "bowing" of a floor joist. Floors should not be more than 3/16" inch off level in a span of 48" inches.

Floor squeaks and loose areas of subfloors are virtually impossible to prevent, despite the use of construction adhesives and screws. Considering the fact that new homes are constructed mostly of wooden components, it is to be expected that incidental creaking and minor squeaking will be heard from time to time.

There can be, however, isolated floor squeaks or pops in hallway areas where there is frequent foot traffic. Typically these can be corrected simply by pulling the carpet and padding back and placing a nail directly into a floor joist or other supporting member to secure the loose sheathing.

NOTE: The 2nd floor of your home has been engineered to bear an average amount of furniture and its weight. It is recommended that prior to placing a concentrated large load, such as a grand piano or heavy safe, that you consult a structural engineer. The same recommendation is made in the event of remodeling and changing any of the flooring, walls, fixtures, etc.

- ◆ *For the term of the Limited Warranty, Pepper Viner shall perform any necessary floor repairs to conform to the normal tolerance.*
- ◆ *For the term of the Limited Warranty, Pepper Viner shall correct major floor squeaks typically isolated in hallways and other passage areas using the direct nailing method described above.*

Garage Door

Your garage overhead door is constructed of high quality components to provide years of service. The garage door hardware should be oiled and tightened periodically. This door is constantly under extreme spring tension. Repair adjustments, especially to cables and spring assemblies, can be hazardous and should be performed by qualified personnel. Some entrance of rain can be expected during storms as these doors are not designed to be air or water tight.

The following tips can help you to obtain many years of service from your garage door.

- ◆ Check that the nuts and bolts are secure. They may become loosened due to the vibration of the wood.
- ◆ Check for frayed cables. If frayed, they should be replaced.
- ◆ Inspect the springs, rollers, pulleys and other door hardware for signs of wear monthly. If you suspect any problems, have a qualified person make any necessary repairs.
- ◆ Use a good household oil every three to six months on moving parts as necessary. However, plastic parts such as plastic rollers and plastic idler bearings should not be lubricated.
- ◆ Use paraffin wax to rub the wood molding where the door meets the frame every two months.

Your door is designed to accommodate an automatic door opener. Please note that using any company other than the original Trade Partner who installed your door to install an automatic door opener and/or make any repairs will void the warranty on the garage door. Pepper Viner will assume NO responsibility for any owner installed automatic openers.

NOTE: WE STRONGLY CAUTION YOU ABOUT THE INSTALLATION OF AUTOMATIC DOOR OPENERS AS SEVERE DAMAGE CAN EASILY RESULT FROM NEGLECT AND/OR CARELESS INSTALLATIONS.

FOR YOUR FAMILY'S SAFETY, CONDUCT THESE TESTS AT LEAST ONCE A MONTH.

Manual Release Test

CLOSE GARAGE DOOR, then pull down on the red manual release handle. The trolley will disconnect. If you need to pull the manual release handle when the door is open, be sure no one is standing in the way of door travel. Weak or broken springs could cause the door to fall (either rapidly or unexpectedly), resulting in serious injury, death or property damage.

- ◆ Raise and lower the door manually to see whether there is binding or sticking.
- ◆ Release door about halfway open to test for balance. It should stay in any point of travel, supported entirely by its springs.
- ◆ The opener will reconnect automatically when the door control or remote control push button is pressed.

WARNING – DO NOT INCREASE THE FORCE TO COMPENSATE FOR A BINDING OR STICKING DOOR. TOO MUCH FORCE WILL INTERFERE WITH PROPER OPERATION OF THE SAFETY REVERSE SYSTEM, OR DAMAGE THE GARAGE DOOR. IF GARAGE DOOR BINDS, STICKS OR IS OUT OF BALANCE, CALL FOR PROFESSIONAL GARAGE DOOR SERVICE.

Safety Reverse Test

Repeat every month or after any repair or adjustment of the garage door opener and/or garage door is made.

Place a one-inch solid object (or a 2x4 laid flat) where the garage door meets the garage floor. Operate the door in the DOWN direction. The door MUST REVERSE WHEN IT HITS THE OBSTRUCTION.

If the door STOPS on the obstruction, INCREASE down travel by turning the down limit adjustment screw on your garage door opener counterclockwise ¼ turn. REPEAT TEST.

When the door reverses, remove the one-inch object. Run opener through a complete travel cycle 2-3 times to test adjustment.

If the door will not reverse after repeated adjustment attempts, call for professional garage door service.

For further details or additional information, consult your Owner's Manual.

Pepper Viner recommends that garage door safety be discussed with your children and that they not be allowed to play with any transmitters or remote controls.

- ◆ *For the term of the Limited Warranty, Pepper Viner shall perform any necessary adjustments to the overhead door to ensure a proper and normal operation.*

Hardware

Check your hardware carefully at your Pre-Closing Home Presentation and Pre-Closing Final Inspection for scratches, dents, dings, etc. Cosmetic damage to hardware after the Close of Escrow, except for defects in materials, is not warrantable.

The original finish on exterior lock and door handles will wear with normal use. Lubricate and tighten exterior and interior locks periodically. For keyed exterior locks, spray powdered graphite (dry lubricant) into the keyhole and on the latch bolt to ensure smooth operation. The hardware used throughout your home comes sealed with a clear lacquer finish to help preserve the finish from tarnishing. The protective lacquer coating on hardware will wear with use and age. Pepper Viner will not replace tarnished locksets, kick plates or door handles. Maintenance of bright brass finishes is the Homeowner's responsibility.

- ◆ *For the term of the Limited Warranty, Pepper Viner shall repair or replace any door handles or locking hardware that fail to lock or operate properly.*

Heating, Ventilating and Air Conditioning (HVAC)

Your new Pepper Viner home is furnished with a top quality heating/cooling system designed to keep you comfortable year round. Upon taking possession of your home, it will be important for you to learn everything possible about the heating and cooling system to insure maximal function and efficiency.

Heating

The furnace will automatically turn on if the room temperature drops below the setting of the thermostat. Please be aware that setting heating controls to a higher temperature does not make a furnace heat faster.

The heating system installed in your home is designed to maintain an indoor temperature of 70 degrees Fahrenheit when the outside ambient temperature is 0 degrees Fahrenheit. During periods where outdoor temperatures fall below 0 degrees Fahrenheit, a corresponding reduction of indoor temperature could be expected.

When your heating system is turned on for the first time there may initially be a small amount of light smoke, or a light smoke odor, in your home. This is normal. It is caused by the oils used in the manufacturing process evaporating as the unit heats up. Although most of this oil burns off when Southwest Gas initially hooks up and tests your HVAC system, there may be some oil residue that remains until you use the unit. We suggest that you open a few windows to ventilate your house until the smoke is discharged.

Cooling

The cooling system in your home is designed to maintain an indoor setting of 75 degrees Fahrenheit when the outdoor temperature is 100 degrees Fahrenheit. Outdoor temperatures in excess of 100 degrees Fahrenheit and other extreme conditions such

as higher humidity could result in a corresponding increase of indoor temperatures. Again, contrary to common belief, setting cooling controls to a lower temperature does not make your home cool down faster. The system is designed to run longer during cooling cycles. This is more energy efficient since the system does not create an electrical draw by starting up frequently.

Thermostat

The thermostat is designed to control the temperature throughout your home. It should be set at a comfortable level and left there. HVAC manufacturers and industry professionals recommend keeping your fan switch in the ON position to maintain an even and constant distribution of air throughout your house. With the fan switch in the AUTO position air will flow only during cooling cycles. The thermostat also contains the controls for converting from one system to the other unless otherwise stated in the manufacturer's information. Do not place lamps or heat-producing appliances near a thermostat.

Ventilation and Air Flow

The registers have been engineered to provide an even airflow balance throughout your home. By opening and closing registers, you can adjust the amount of cool or warm air that enters a room. Excessive re-adjusting of the registers may cause an imbalance in the system and adversely affect its overall efficiency. We will balance the air in your home one (1) time during the first year. To be most effective, we suggest you have your furniture and window coverings in place prior to requesting this service.

In order to maximize the efficiency of your central air conditioning system, be sure to keep your doors open throughout your home thereby ensuring proper air exchange from room to room. If your home has more than one HVAC system, it is essential that all systems be set at the same temperature and used together to achieve the optimal heating or cooling of your home. The systems are designed to be operated as a whole to provide maximum efficiency and comfort.

You can expect approximately a three-degree temperature variation from room to room and a five-degree temperature variation from floor to floor in the operation of your HVAC system. You may adjust vents to achieve the desired temperatures in particular areas.

Condensate Lines

Depending on the model of home you have purchased, you will have one or more air handlers. Each air handler (furnace/coil) will have at least one PVC condensate line, known as the primary condensate line, carrying excess moisture away

from the condensate pan in the air handler to the exterior of your home. Primary condensate lines exit the exterior of the home roughly 8" – 10" inches above the finished grade. Water trickling out of this line is normal when using the air conditioning. Care must be taken to ensure that grades around condensate line exit points are not altered in such a way as to cause the line to become plugged with debris, soil or plant material. Homes built after 2007 are required to have a safety switch feature on the condensate line that shuts off the unit when the line is clogged. If your unit shuts off, be sure to check the condensate line to make sure it is clear.

In homes with the air handlers located above the ceilings, two condensate lines are used. In addition to the primary line and pan, there is a second condensate pan located beneath the air handler as a backup system. The PVC condensate line exiting this pan is known as the secondary condensate line. The secondary line exits the home approximately 8 feet to 10 feet (near the roof line) above the finish grade. It exits the home up high to differentiate it from the primary line. If you see water exiting the secondary line, immediately shut off the air conditioner and call for service. Water will typically only come out of the secondary line only if the primary line is plugged.

Maintenance

PV recommends the inspection, cleaning and servicing of all mechanical system components including the condensate lines a minimum of once per year by a mechanical company of your choice. It is critical to frequently replace the filters in your mechanical systems. Monthly inspections to verify that the filters are not dirty and the immediate replacement of dirty filters will help keep the condensate lines free of debris and energy costs down.

Extended Absence

PV recommends that you keep your home "conditioned" even when you are gone for vacations, etc., by keeping your heat or air conditioning on and set at a higher or lower temperature than when the house is occupied. To maintain optimum conditioning the thermostat should be set no lower than 60° in cold weather and no higher than 85° in hot weather. Without the use of your HVAC system to remove moisture from the air, your home can develop significant condensation, especially during extended absences, which could cause problems.

Troubleshooting

The following points are suggested in case of any difficulties you may encounter.

Before calling a service technician:

1. Check your circuit breaker(s) for the HVAC system(s) to make sure they have not tripped off.

2. Check the electric switch that controls your furnace. The switch is usually either on the furnace or nearby.
 3. If you are not receiving the heat or cooling distribution you desire, be certain that all room vents are open.
 4. Check your thermostat to make sure that it is turned on.
 5. Check the fuses in the exterior disconnect boxes by the AC condensers to make sure that they are not blown.
 6. Check the air filter. In many instances insufficient heat or cooling is caused by a dirty air filter.
 7. For a gas furnace, check the gas valve to make sure it is turned on.
 8. Check the condensate line to make sure it is not clogged.
- ◆ *For the term of the Limited Warranty, Pepper Viner shall ensure the proper operation of your HVAC System in conformance to the capabilities set forth above. Additionally, the manufacturer will warrant all parts and labor on your HVAC equipment as needed for one year following installation.*

Light Fixtures

Pepper Viner provides quality fixtures made by recognized, brand name manufacturers. Many of these lighting fixtures, both interior and exterior, are finished in bright brass. Although a brass finish provides a luxurious appearance, it also presents a maintenance responsibility for you.

All brass tarnishes and, because of this, brass items are typically sealed with a protective coating. Even this finish will deteriorate, leaving exposed brass vulnerable to natural elements. There are many brass care products available today, and we recommend you select one to keep your brass fixtures in new condition. Pepper Viner will not assume responsibility for required ordinary care and maintenance of any brass finishes.

In many communities the local municipality may have adopted codes that limit the amount of light that exterior fixtures can emit. Before making any changes to your exterior light fixtures you should contact your Homeowners Association and municipality to determine any restrictions on the type or style of light fixture you can use.

- ◆ *For the term of the Limited Warranty, Pepper Viner shall repair or replace any damaged light fixtures, provided they have been noted on the Home Presentation Guide.*
- ◆ *For the term of the Limited Warranty, Pepper Viner shall repair or replace any lighting fixtures that fail to operate properly.*

NOTE: Please pay close attention to maximum wattage warning on all lighting fixtures.

Lumber

Like other organic building materials, wood may contract or expand with weather changes. Wood is affected by heat and cold. It may shrink under extreme dryness or swell under extreme humidity. Your home has been built with top quality lumber, which keeps these problems to a minimum.

However, some shrinkage and swelling is unavoidable. The areas primarily affected will be gypsum board (drywall), doors, baseboards, vinyl floors, and ceramic tile. These changes will be more pronounced on the outside walls, as opposed to the inside walls in such areas as bathrooms and kitchens. Thus, shrinkage throughout the house will be uneven. The results of this shrinkage and swelling may include slight cracks at corners of intersecting walls, around doorways, arches, windows, and joints in door casings and around baseboards.

NOTE: Although it is impossible to completely alleviate the problems of shrinkage and swelling, keeping your house at an even temperature, especially during the first year, is an excellent precautionary measure.

Masonry Walls

Although your masonry walls have been constructed with the best material available, don't expect each brick, block, stone or mortar joint to be identical or perfectly spaced. Surface chips, cracks and slight variation in size, color and placement are normal and help create texture and beauty. Mortar joints in masonry are subject to deterioration from the normal weathering process. When this condition is evident, the joints should be pointed up to maintain a weather resistant exterior.

The height of your masonry wall is measured from the base of the wall to the top of the cap block. All of our walls vary in height depending on the grade of the surrounding property and your own property. Some of the walls are stair-stepped to conform to the existing grade. The Homeowners Association must approve any Homeowner changes to walls.

When landscaping your yard, please keep the following in mind to avoid any potential damage to your masonry wall:

1. Avoid altering the natural flow of rain runoff and minimize irrigation in the wall area. Excessive moisture along the wall area may cause settlement damage.
2. Keep any drain blocks clear and free of debris to prevent damming.
3. Avoid planting trees within five feet of the wall. The roots of a tree will eventually damage any wall.
4. Pepper Viner recommends that you do not climb over the masonry wall or put excess force on the top course. Also, avoid leaning large heavy objects against the

top course. The top course is secured by mortar only and may be loosened by this kind of abuse. Applying a masonry or concrete adhesive at the vertical and horizontal joints can refasten blocks that are accidentally knocked loose. (The adhesive can be found at your local hardware store.)

5. Adding additional courses of block to your wall is not recommended. Footings are designed for specific wall heights. Please contact the original Trade Partner who built your wall for more information.

Please note that using any company to work on your masonry wall other than the original Trade Partner who built your wall will void the warranty on the wall. Your warranty will also be voided by making any changes to the wall yourself.

- ◆ *For the term of the Limited Warranty, Pepper Viner shall perform any necessary tuck pointing to the mortar joints in the wall surface.*
- ◆ *For the term of the Limited Warranty, Pepper Viner shall repair any loose cap blocks on the tops of walls.*

Painting

Pepper Viner will provide you with a touch-up kit that includes all paints/colors used on both the interior and exterior of your home.

Paint Care Tips:

- ◆ Always test any cleaning solution on an inconspicuous area to ensure compatibility with painted surfaces.
- ◆ Always use a soft, non-abrasive cloth or sponge when cleaning painted surfaces.
- ◆ Always use the lightest pressure necessary to remove dirt, grease, or other contaminants from painted surfaces.
- ◆ Always use the mildest cleaning solution available; i.e. diluted dish washing liquid with water.
- ◆ Avoid using abrasive cleaners such as Ajax™, SoftScrub™, or Comet™. These cleansers will remove paint.
- ◆ Always allow paints to cure for 30 days before washing.

Painted walls that are spot washed will show variations in color.

For long life and low maintenance cost, your home should be painted at regular intervals. Because of steam, condensation and generally harder water, the kitchen and bath may require more frequent painting than other rooms. Wall areas exposed to direct sunlight often result in some fading or color variations. These areas may require more frequent painting, too.

Outside metal surfaces such as roof scuppers, downspouts, valleys, flashings, lintels, roof jacks, etc., should be painted at regular intervals to avoid rust damage. Brilliant and dark colors may fade more rapidly on south and west exposures and require frequent repainting to maintain their original appearance.

Pepper Viner requires that any painting defects be noted at the time of the Pre-Closing Home Presentation or the Pre-Closing Final Inspection. Any areas that need touching up, etc., will be refinished to match the surrounding areas as closely as possible.

Excessive humidity may create mildew or fungus on painted surfaces. This is a condition Pepper Viner cannot control and is a Homeowner's maintenance item.

- ◆ *For the term of the Limited Warranty, Pepper Viner shall perform painting touch-up to any areas requiring drywall repair or stucco repair. All such areas will be matched as closely as possible.*

Plumbing Systems

Your home has been designed with a well engineered plumbing system installed under the direction of a qualified plumbing contractor.

To ensure the proper operation of your plumbing system, care should be taken to avoid disposal of heavy tissue, sanitary napkins and other materials into plumbing fixtures. Care should also be taken as to the type and quantity of paper flushed. Cleaning tablets and solutions containing chlorine should not be used in your toilet tank as they will damage the rubber and plastic parts in your tank and can possibly damage the tank itself. NEVER put grease, hair, lint, rubbish, etc., down any drain or toilet.

We will point out to you the location of the sewer cleanouts. Make a special note of their location to avoid landscaping over them. We recommend that you also note the locations of main shutoff valves and individual fixture shut-offs.

Drains

Each plumbing fixture in your home has a drain trap, a J-shaped piece designed to provide a water barrier between your home and the danger of sewer gas. Any fixtures used infrequently should be turned on at regular intervals to replace evaporating water and ensure that the water barrier remains intact.

Faucets

Washer-type faucets consist of movable parts, which will require periodic maintenance. Leaking faucets of this type generally can be repaired by replacing the worn faucet washer or washers. The cartridge-type faucets found in single lever water

controls have no washers, and require no lubrication. These cartridges must still be changed, although with less frequency than washer-type faucets.

Before attempting to repair a faucet, be certain to turn off the water source below the faucet in the cabinet, or at the front yard cut-off valve.

Faucet aerators are small, round, screen attachments found at the mouth of your kitchen and bath faucets. These attachments add air to the water as it leaves the faucet, which reduces splashing and helps keep the use of water to a minimum. They should be removed and cleaned frequently, usually every three or four months.

Hot Water Circulation

The water supply line in your home carries hot water from the water heater to the various sinks and baths throughout the house. When you turn on a hot water faucet, all the water sitting in the supply lines has to pass through the pipes before hot water from the tank reaches the faucet. As a result, it may take a few minutes before hot water arrives, especially in the bathrooms that are the farthest away from the hot water heater. This is the normal functioning of the system and is NOT a defect.

Plumbing Fixtures

We ask that you thoroughly inspect all fixtures including your faucets, toilets, sinks, tubs, etc., during your Pre-Closing Home Presentation. Any chips/scratches should be brought to our attention and documented at that time. The Homeowner is responsible for fixtures damaged after the Pre-Closing Home Presentation and Pre-Closing Final Inspection are completed.

Plumbing fixtures are warranted by the manufacturer for one year from installation. Since installation typically occurs one to two months prior to closing, problems with plumbing fixtures should be reported to the Customer Service Department as soon as they are noted to ensure warranty coverage. We suggest that you review the Kohler brochure received at your Pre-Closing Final Inspection so that you use the appropriate cleaning products on your plumbing fixtures. Use of a product that is abrasive or caustic may harm the finish of the fixtures and void the warranty.

Pressure Regulator Valves

In areas where the water pressure coming into your house is high, a Pressure Regulator Valve (PRV) will be installed on the main water supply line at the riser by the house. The plumbers set the PRV between 50-60 psi. It is recommended that you check the PRV regularly to make sure it stays in this range. Water pressure over 60 psi could cause damage to the plumbing system which would be the responsibility of the Homeowner. PRV's are only installed when the water pressure requires it, so your home may not have one.

Toilets

Please be aware of the following warnings and explanations concerning the low flow toilets that are being required by the municipality in which your home is located as part of their water conservation efforts.

1. The low flow toilets will plug more easily since there isn't as much water to push the waste down. These toilets are so sensitive to city water pressure changes that if the pressure drops sufficiently the toilet will not flush properly. Therefore, we suggest that the Homeowner invest in a plunger. Homeowners should also be aware that the plumbing code states that only human waste and toilet paper are to be flushed.
2. The mechanism inside the tank is not the same as that inside a 3.5-gallon toilet. These toilets may not have the filler tubes even though it looks like there should be one.
3. Homeowners need to be aware that the warranty on these tanks is **VOIDED** if someone other than the original plumbing contractor pulls and/or resets the toilets during the warranty period.
4. Do not use chlorine products in the toilet tanks. Chlorine products will damage the flappers to the extent of disintegrating the rubber pieces inside the tank. **Adding chlorine products will void the warranty for replacement flappers.**

Washer Hoses

Washer hoses can be the source of major water leaks in your home. Pepper Viner recommends that when installing a washer in your new home that you use brand new hoses and consider upgrading to flexible metal hoses. It is also recommended that you change out your washer hoses at least every 3 years to prevent possible leaks from old cracked or broken hoses.

Water and Waste Lines

In areas where the water pressure is high, you may sometimes get a pounding or knocking sound when you close a valve or faucet quickly. Occasionally this can be regulated by adjusting your pressure regulator valve slightly to reduce the pressure of the water coming into the house. At times, when you let your hot water run you will hear a clicking noise, which may resemble the sound of water dripping. This is the plastic waste pipe expanding. Even though this is normal, it warrants a check for leakage.

Take care when you move your refrigerator to clean that you don't damage the water line. Also be careful when placing items under your kitchen sink to not damage

the supply line to your refrigerator water and icemaker and/or the supply line to your dishwasher.

With the use of your garbage disposal, a good rule to remember is to always use a generous amount of cold water to help keep the sink drain open and cool the unit.

Pepper Viner has provided a plumbing system that has met local building code requirements. It is a Homeowner's responsibility to drain or otherwise protect plumbing lines and exterior faucets exposed to freezing temperatures or other natural weather and environmental conditions.

- ◆ *Pepper Viner shall repair or replace a chipped/scratched plumbing fixture if it has been noted at the Pre-Closing Home Presentation or the Pre-Closing Final Inspection.*

Post-Tension Foundation

Your home rests on a Post-Tension foundation/slab. The foundation consists of latticework of specially placed vinyl-covered steel cables and concrete footings. A Post-Tension slab is engineered with these cables and deep concrete filled trenches, called footings. The cables and trenches are positioned in the concrete slab in a manner that forms a strong "backbone" for the concrete structure. Regionally, these Post-Tension type foundations are the best design for areas with soils that have high clay content.

If in the future you should have the need to modify the foundation (e.g., saw cuts, room expansions, patios, etc.), please ensure that only a licensed professional in the field of concrete foundation systems is employed to make such modifications. Tampering with the integrity and finish of your foundation could not only be dangerous, but it could void your home's foundation warranty.

Although a Post-Tension Foundation minimizes potential cracking, it is impossible to completely prevent cracking of concrete. Cracks are fairly common and will not affect the overall strength of the slab in any way. There are two basic causes for these cracks:

1. Expansion and contraction of materials.
2. Minor stress or settlement.

The acceptable tolerance on foundation cracks is 1/4 inch in width or 1/8 inch in vertical displacement.

- ◆ *For the term of this Limited Warranty, Pepper Viner shall repair all cracks in excess of the normal tolerance.*

Property Lines

We are frequently asked to identify boundary lines for Homeowners who wish to install a fence, hedge or other boundary feature. Pepper Viner recommends that you enlist the services of a qualified surveyor to establish the home site lines. This will ensure that you do not encroach on the property of others. Do not rely on any existing objects or other physical features as evidence of boundary markers.

Roofs

NOTE: THE LIMITED WARRANTY ON ALL ROOFS DOES NOT COVER "ACTS OF NATURE."

Roof Leak

While we agree with Homeowners that a roof leak is indeed an emergency, the reality is that repairs cannot safely or effectively be performed while the roof is wet. During business hours, contact the Customer Service Department with the information, take appropriate steps to mitigate damage, and we will schedule repairs when weather conditions allow.

Built-Up (Flat) Roofs

These roofs are built with layers of Glasbase and Glasply with hot asphalt or cold adhesives between the layers or plys. They are surfaced with emulsion and coated with tan or white roof coating. Approximately every three years all plastic work around any vents, pipes, scuppers, skylights, chimneys, wall laps, and corners will need to be re-applied, and the entire roof should have new roof coating. With proper maintenance this type of roof should last approximately 15 years. An annual roof inspection of the mastic around all roof penetrations and of all metal flashings is recommended.

Any leaks caused by the installation of TV antennas, holiday decorations or lights, or other items will be considered a Homeowner's responsibility, and therefore, not covered under the warranty.

- ◆ *For the term of this Limited Warranty, Pepper Viner shall repair roof leaks on built-up roofs.*

Tile Roof

Tile roofs are constructed of overlapping concrete tiles laid over a 40 pound base sheet. Although these roofs are extremely durable and the tile can be expected to last approximately 50 years, the flashing work and roof mastic around any vents, scuppers, skylights and chimneys should be inspected annually. Your roof adds beauty to your

home while protecting it. Its service life can be prolonged if you **avoid walking on it** and refrain from nailing anything to it. The roof on your home has been constructed with quality material and should give you many years of protection if properly maintained.

Do not walk on or throw things onto a tile roof as this will break the tile. Tiles broken after Close of Escrow due to someone other than a qualified roofer walking on them are the responsibility of the Homeowner. Any leaks caused from the installation of TV antennas, holiday decorations or lights or other items will be considered a Homeowner's responsibility, and therefore, not covered under warranty.

- ◆ *For the term of this Limited Warranty, Pepper Viner shall repair roof leaks on tile roofs.*

Scuppers/Downspouts

When scuppers/downspouts are installed on your house, a number of precautions should be observed. If they become clogged with leaves or debris, they cannot function properly and water damage could result. Keep scuppers/downspouts clear of tree limbs, leaves and other debris. Surface particles from built-up roof systems washed by rains often settle in scuppers/downspouts and should be removed. Scuppers/downspouts should be checked and cleaned regularly.

- ◆ *For the term of the Limited Warranty, Pepper Viner shall reseal any joints leaking water in the scuppers/downspouts.*

NOTE: Pepper Viner shall not be responsible for cleaning scupper/downspout debris.

Septic System

Your septic system is an onsite wastewater treatment system that processes and purifies household waste (effluent). The effluent consists of blackwater (toilet wastes) and greywater (kitchen sink, bathtub and laundry wastes). A septic system has 2 components: a septic tank and a leachfield or drainfield. Primary treatment occurs in the septic tank, where bacteria digest organic materials in the wastewater. The effluent then flows into the leachfield for secondary treatment. Here, bacteria complete the digestion and purification process as the wastewater slowly leaches into the soil.

To protect the performance and life of your system, you should control what goes into and through your septic system using the following guidelines:

- ◆ Conserve water by practicing conservation every day (e.g., turn off the water while brushing your teeth), space out heavy water-using activities such as taking showers and doing laundry, and repair leaky faucets and valves.

- ◆ Keep your drains clean and only put biodegradable waste into the system. Do not put cigarette butts, tissues, sanitary napkins, tampons, disposable diapers, paper towels, plastics, catbox litter, coffee grounds, or cotton swabs down your drains or toilet.
- ◆ Toxic chemicals such as paints, oils, thinners, solvents, poisons, or pesticides should not be disposed of in your septic system as they will kill the helpful bacteria that decompose the wastes.
- ◆ Do not use caustic drain openers for a clogged drain. Instead use boiling water or a drain snake to open clogs.
- ◆ Avoid putting grease or cooking oils into the septic system. They can harden and block the inlet or outlet or clog the soil pores.
- ◆ Minimize the use of your garbage disposal. Using a garbage disposal frequently will increase the buildup of solids in the septic tank and possibly require more frequent pumping of the system.
- ◆ Go easy with household chemicals. Disinfectants, ammonia, bathroom cleaners, bleach, etc., can kill the bacteria your system needs to operate properly. Allow the system to dilute and neutralize them a little at a time.
- ◆ Don't waste money on additives that claim to boost the bacteria count or extend septic system life. Bacteria are already present by the billions, and additives won't affect the need for periodic pumping.
- ◆ Plant only grass over and near your septic system. Roots from trees and shrubs may clog and damage the absorption field.

Other important things to remember include:

- ◆ Do not drive or park over any part of your septic system. This can compact the soil and crush your system.
- ◆ Have your septic system inspected every 1-2 years and pumped periodically (usually every 3-5 years) by a licensed inspector/contractor.
- ◆ Keep records of repairs, pumpings, inspections, and other system maintenance activities and of the location of the tank and leach fields.

Severe Weather

Damage caused by severe weather is excluded from our limited warranty coverage. We suggest that you promptly inspect your home after any severe weather and report any damage you find to your homeowner's insurance company. Photographs help document such damage and may support your claim.

Smoke Detectors

The smoke detectors installed throughout your home monitor the air in your home and give you an early warning in case of fire. The smoke detectors are on a separate circuit and are also equipped with a back-up battery. Smoke detectors should be tested regularly and all batteries changed once a year. You will hear a "chirping"

sound signaling when the batteries should be changed. It is the responsibility of the Homeowner to change any batteries after the Close of Escrow.

Soft Water Loops

All soft water loop systems will affect the entire house with the following exceptions:

- ◆ Cold water at the wet bar (if applicable)
- ◆ Cold water at kitchen sink
- ◆ All outside hose bibs
- ◆ Icemaker line

These areas will have hard water.

Stucco

It is the nature of stucco to crack because it is a cement product. Cracking can be anything from minor hairline cracks to fairly large cracks; the hairline cracks are the ones that occur the most. Most cracks are caused by the settlement of the house and are a normal occurrence. Even though cracks appear, the stucco will still perform its function. If a crack is large enough, it may allow water to get through the stucco finish. However, the back plane of stucco is a water-resistant barrier that keeps water away from the interior of your house by directing it downward to the outside through the "foundation weep screed". The foundation weep screed is a metal device installed before the building paper and stucco are applied.

Stucco crack warranty on your home is **only** for the first year after close of escrow. At the 1-year warranty service, cracks 1/16" or wider will be repaired. Repair of hairline cracks is **not** necessary and is not warrantable. Attempts to repair hairline cracks may cause the crack to be more pronounced and noticeable.

Repair of stucco cracks after the 1-year warranty service is the responsibility of the Homeowner.

Termite Pre-Treatment

Subterranean termites are native to the region. Your house has been pre-treated with a chemical termiticide prior to the concrete slab being poured to help prevent termites from entering your home. Termites can easily be treated without causing any damage if they are spotted early. The most common area of entry is from the outside of your foundation. Although a chemical barrier was applied all around your home just after the final grading was completed, it is frequently broken by landscaping and other site activities. Digging in order to plant vegetation or for irrigation lines

should be kept to a minimum of 18 inches from the house. If the final treatment is compromised and the barrier broken, it is necessary for you to be sure that the barrier is reestablished. The disturbed area has to be treated with a termiticide by the original pre-treat contractor or the five-year warranty may be void.

We recommend that you periodically inspect the outside perimeter of your home for evidence of termites. If you spot a mud tube on your foundation wall or any other evidence of termites within five years after the date your home was pre-treated, please notify us immediately. The pesticide applicator (Trade Partner) will retreat the soil as necessary if termite infestation occurs anytime within five years after the date of pretreatment.

Vinyl Floors

Check your vinyl floor carefully at your Pre-Closing Home Presentation and Pre-Closing Final Inspection for scratches, rips, tears, etc. Cosmetic damage to your floors after the Close of Escrow, except for defects in materials, is not warrantable.

Your new home may have vinyl floors in the kitchen and bathrooms. These floors were chosen for their cleaning convenience. You should, however, be aware of some of the possible inconveniences with these floors. The following are three examples:

Raised Screw Heads on Second Story - These are caused by movement of the floor joists due to shrinkage and deflection.

Seam Lifting - This is caused by water seeping through the seam. It usually occurs in the bathroom near the shower or tub. It is your responsibility to take precautionary measures to avoid getting water on the floor from the bath and shower.

Ridging of Underlayment on Second Story - Ridge lines may appear beneath vinyl floors due to slight subfloor irregularities. These are cosmetic in nature and result from butt joints in the underlayment telegraphing through the surface of the flooring material.

CAUTION: Sharp edge legs and legs with small surfaces on the bottom as well as small heeled shoes will cause permanent damage to any vinyl flooring. Use casters and other devices available at your local hardware dealer to minimize this damage. Also, take special care when moving heavy furniture or appliances to avoid "scuffing" or tearing of finished materials. Avoid using rubber backed throw rugs as they may cause discoloration of the vinyl surface.

It is desirable to lightly damp-mop and apply a light coat of floor polish immediately after installation of a vinyl floor, taking care not to flood the floor. Newly

installed vinyl floors should not be scrubbed or thoroughly cleaned until four or five days after installation. In general, maintenance methods and materials should be per manufacturer's recommendations.

- ◆ *For the term of the Limited Warranty, ridges or indentations in excess of 1/8" will be repaired and affected floor covering will be repaired or replaced by Pepper Viner. Pepper Viner will not be responsible for discontinued patterns or colors or for variations of color.*
- ◆ *For the term of the Limited Warranty, Pepper Viner will take corrective action if a defect represents a performance problem rather than a cosmetic defect. If the resilient flooring lifts, bubbles or becomes unglued, Pepper Viner will repair or replace the affected area only.*
- ◆ *For the term of Limited Warranty, Pepper Viner shall repair major second story floor squeaks beneath vinyl using a cut or plug in the section(s) affected.*

Water Heater

Your new water heater is installed with a pressure relief valve, called a "PRV or pop off" valve, to relieve excess pressure in the tank due to water pressure or high water temperature. When the relief valve is operating it will appear the tank is leaking. Actually, it is merely releasing excess pressure. If this occurs frequently, contact your plumbing contractor for service.

All water heaters should be drained and flushed once a year to remove sediment from the tank. Be sure to turn off the gas or electricity to the water heater during this process.

If you have a solar hot water heater, you will need to change the insulation where the copper tubing connects to the solar unit at least every two (2) years. The lens needs to be washed off at least once a year.

CAUTION: After draining and flushing ensure that the water heater is refilled with water prior to turning it back on. Failure to refill the water heater will cause damage to the unit.

Refer to your Manufacturer's Operational Manual for operating instructions and warranty information.

Windows

Your window frames may be constructed of a wide variety of material including aluminum, vinyl and vinyl clad. The glass on your windows is either tinted or rated as Low E.

Applying any additional coating or tinting to your windows can cause heat to build up and crack the window and will void the warranty on the window.

Condensation can form on windows from high levels of humidity inside your home. Such levels are directly affected by your everyday living habits such as laundry, cooking, showers, etc. A small degree of air infiltration can be expected with all windows. It characteristically shows itself as a few grains of dirt at each bottom corner of a window frame on the window sill.

If air infiltration is a problem in your home, we strongly recommend that you take the following steps to help control it and keep it to a minimum:

Open the windows once a month, clean the tracks in which the window's weather-strip is seated and clean the lock rail (i.e., the grooved rail mounted to the center metal frame that is attached to the fixed window section). This is needed on a more frequent basis when your neighborhood is new as your neighbors get their yards established.

NOTE: It is the Homeowner's responsibility to control the specific levels of humidity within his or her home.

Clean glass when dirt and residue appear. Determine if coated glass surfaces are exposed, and exercise special care when cleaning coated glass surfaces. Avoid cleaning tinted and coated glass surfaces in direct sunlight.

Soak the glass surface with a clean water and soap solution to loosen dirt and debris. Use a mild, non-abrasive commercial window cleaning solution and a squeegee or cloth to remove all of the cleaning solution. Dry all the cleaning solution from the window gaskets, sealants, and frames.

Caulking around both the interior and exterior of windows should be checked at least twice a year. Any area where water can seep in around windows could result in interior damage to your home.

- ◆ *For the term of the Limited Warranty, Pepper Viner shall replace any window glass seal failures which result in condensation between panes.*
- ◆ *For the term of the Limited Warranty, Pepper Viner shall perform all necessary adjustments to ensure the proper operation of your windows.*

NOTE: We suggest that you put the manufacturer's warranties for your HVAC system, appliances, etc., in the pockets at the front and back of this binder.

Notes

