

LAGO LOS SERRANOS



HOMEOWNER'S WARRANTY INFORMATION AND HOMEOWNER'S MANUAL



J T E C C

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LIMITED HOME WARRANTY INFORMATION AND HOMEOWNER'S MANUAL

Section I: Customer Service Program

A. Introduction

To acquaint you with the variety of maintenance aspects common to home ownership the **original buyer** will be provided with a homeowner's manual. This is provided to your agent, and he or she will distribute it to you at the close of escrow. The Homeowner's package contains not only customer service request forms, but also your various keys, other important warranty information, and monthly, six-month, spring, fall, and annual checklists. Please keep this document in a safe place and accessible for your use.

B. Walk-through with our Customer Service Representative

JTECC performs **one** walk-through with the homeowners. During your walk-through, our Customer Service Representative will list on the walk-through form any item(s) that need completion or repair work. It is the responsibility of JTECC to complete and/or repair the item(s) listed and agreed upon. A copy of the walk-through form is provided to your agent. Please allow at least five to seven (5-7) working days, depending on the nature of the concerns or repairs. A 72-hour notice is required to schedule a move-in cleaning after repair work and/or carpet installation is completed.

Please be aware that once the walk-through repair items have been completed, any damage, upgrades, or repairs made by the owner or outside vendors will be the sole responsibility of the **owner**. Any such items, including painting, flooring, and move-in damage, etc. that are handled by anyone other than JTECC could negate the warranty for the affected area.

Any and all warranty problems **MUST** be submitted in writing to JTECC or by email. Please review the attached warranty packet information, which includes warranty letters from our major trades, a list of important emergency telephone numbers, and major appliance and garage door manuals.

C. Affirmative Defenses

The builder may be excused in whole or in part from any obligation, damages, loss, or liability if the builder can demonstrate any of the following affirmative defenses specified in the new law:

1. An unforeseen act of nature means a weather condition or earthquake.
2. Homeowner's unreasonable failure to minimize or prevent damages, including giving timely notice to the builder and the failure of the homeowner to allow reasonable and timely access for inspections and repairs
3. Homeowner's failure to follow the maintenance recommendations presented in their homeowner's manual.
4. Homeowner, agent, or tenant failure to follow the builder's or manufacturer's maintenance recommendations or commonly accepted homeowner maintenance obligations.
5. Homeowner or third-party alteration, ordinary wear and tear, misuse, abuse or neglect, or use of structure for other than intended purpose.
6. The claim's exceeding the statute of limitations
7. The builder's valid release obtained from the homeowner
8. The builder's successful repair or correction of the issue.

D. Non-Warranty Terms and Conditions

There will be a minimum service fee of \$75.00 if (a) JTECC responds to a service call on the scheduled date and time, and the owners, tenants, or renters fail to keep the appointment or to notify JTECC of cancellation; *or* (b) a minimum non-warranty service fee of \$75.00 per hour plus material will be charged to the owner(s) if, upon investigating, JTECC finds the repairs to be defects caused by accident, abuse, or misuse while the home is in possession of the owners, tenants, or renters rather than because of a manufacturing or builder defect. An estimate (4-hour minimum) will then be determined.

E. Acceptance of Warranty Terms

Upon our approval and acceptance of this estimated cost, we, the owner(s), will have JTECC or JTECC's authorized agent perform repairs at the initial time as investigated. If we, the owner(s) refuse the estimated cost for repairs, we, the owner(s) acknowledge that we are only responsible to pay for the initial minimum fee of \$75.00 plus travel time of \$75.00.

We understand that as the owners of the home(s) (unit(s), we are responsible for informing the tenants of all warranty and non-warranty terms and conditions if we, the owners, rent our property.

Note: If you, the owners, do rent your property, JTECC suggests that you make copies of any warranty paperwork provided to you by JTECC, and have future tenants initial each page after they have read and agreed to the specific conditions listed hereon.

By their signatures below, the owners agree to all of the above:

Signature of owner

Date

Signature of owner

Date

Section II: Limited Warranty

Seller, by and through JTECC Investment, LLC, (“JTECC”) is pleased to provide you with this Limited Home Warranty for your new home (“Limited Warranty”).

This Limited Warranty describes the rights and obligations of you and JTECC in connection with the quality of the specific materials and workmanship used in the construction of your home. As the purchase of a home is often the largest purchase a person may make, it is important that you read and understand this Limited Warranty. This is not an unconditional warranty. JTECC’s obligations are limited to the terms described in this Limited Warranty. Like any warranty, this Limited Warranty specifies limits for responsibility and conditions under which it is valid or applicable. Some components or parts of the home are specifically excluded from coverage under this Limited Warranty. This Limited Warranty sets forth procedures that must be followed to file a service request under this Limited Warranty. Failure to follow these procedures may result in a forfeiture of your protections under this Limited Warranty. **AS THE HOMEOWNER YOU ARE STRONGLY URGED TO READ THIS LIMITED WARRANTY SINCE IT IS THE ONLY WARRANTY, EXPRESS OR IMPLIED, THAT JTECC MAKES TO YOU.** Note that not every JTECC home will include all components described in this Limited Warranty; to the extent that your home does not include a component described in this Limited Warranty, the Limited Warranty is inapplicable as to that component.

No employee, salesman or other agent of JTECC is authorized to make any warranty except as contained herein. No other action on the part of JTECC or its employees or agents, including any corrective actions taken, will extend the Limited Warranty period.

This is not an insurance policy or maintenance agreement but a definition of what is covered in this Limited Warranty. Nothing contained in this Limited Warranty makes JTECC an insurer of the real and personal property of you or of any third party. You should have independent homeowner's insurance coverage. Any insurance obtained by JTECC is not intended to be, nor shall it be construed as homeowner's insurance coverage.

A home is a unique product requiring proper maintenance and care by you. During and after the Limited Warranty period, you will need to perform ongoing maintenance to ensure the proper functioning of various systems and components in your home. Maintenance is necessary because of normal wear and tear, the normal characteristics of the materials used in your home and normal service required of the mechanical systems in your home. Natural fluctuations in temperature and humidity also affect your home. Many times a minor adjustment or repair done immediately saves a more serious, time-consuming and sometimes costly repair later.

Under the terms of this Limited Warranty, the Purchase and Sale Agreement, and the Addendums, if applicable, you agree to provide this Limited Home Warranty and various other documents to any subsequent purchaser of your home.

Warranties may be provided by the manufacturer of consumer products in your home. You must complete and mail any registration cards included with any manufacturer’s materials provided to you in order to activate each manufacturer’s warranties. In some cases, manufacturer’s

warranties may extend beyond this Limited Warranty, and it is in your best interest to be aware of such coverage. Please take time to read the literature provided by the manufacturers of consumer products and other items in your home. The information contained in that material is not repeated in nor included as part of this Limited Warranty. JTECC has not reviewed or approved and does not endorse, warrant or guaranty the manufacturer's warranties or the consumer products to which the manufacturer's warranties apply.

For your own convenience, we suggest that you wait 60 days from close of escrow before requesting service from JTECC under this Limited Warranty. This time period allows you the opportunity to become settled in your new home and to examine thoroughly all components. Creating a list, rather than reporting issues individually, will minimize the number of visits to your home. However, if an item will worsen without immediate attention, or if there is an Emergency, as defined below, you must take immediate steps. Items that need immediate attention must be reported right away. (Please see Section V below for Emergency information.)

CALIFORNIA CIVIL CODE SECTIONS 895 ET SEQ.: EXCEPT AS MAY BE SET FORTH HEREIN, THIS LIMITED WARRANTY IN NO WAY ALTERS OR DIMINISHES RIGHTS OR OBLIGATIONS THE PARTIES TO THIS LIMITED WARRANTY MAY HAVE UNDER CALIFORNIA CIVIL CODE SECTIONS 895 ET. SEQ., AND A REQUEST FOR SERVICE UNDER THIS LIMITED WARRANTY DOES NOT CONSTITUTE NOTICE OF A CLAIM OR ANY OTHER NOTICE THEREUNDER.

Scope of Limited Warranty

A. Property covered by the Limited Warranty: This Limited Warranty applies to the home and improvements you purchased.

B. Who Is Covered: This Limited Warranty protects you, the original party (referred to in the Limited Warranty as "you", "your", "homeowner" or "buyer") who purchased the home as shown on the grant deed. This Limited Warranty is transferable to subsequent owners of the home for the remainder of any Limited Warranty period. You agree to provide this Limited Warranty, or a copy of same, to a subsequent purchaser of the home and to notify JTECC of the sale of the home, including the name and contact information of any new buyers. You may not assign or transfer this Limited Warranty to any third party who is not a subsequent owner of the covered property.

C. Commencement Date: Coverage under this Limited Warranty begins at the close of escrow for the home (the "Commencement Date"). The duration of coverage under this Limited Warranty, as to each specific item, is set forth below in Section II C below.

A. JTECC Limited Warranty Coverage

This Warranty covers workmanship and materials (performance standard, non-cosmetic repair) for *one year* from the close of escrow. For general repairs by JTECC, our inspection will determine whether your home has an actionable builder defect that we have an obligation to correct.

B. Limited Warranty Service Procedures

Should you (*original buyer*) require warranty service during the first 12 months following close of Escrow, you will need to complete a Customer Service Request form and email it to CustomerService@jtecc.com. Alternatively, you may also mail it to our address:

*Customer Service Department
JTECC Investment, LLC
3 Pointe Drive Suite 217
Brea, CA 92821*

Warranty Requests *must* be submitted in writing. After we receive the *completed Customer Service Request* form, JTECC will contact you to schedule a time that we may investigate the nature of the problem. Repairs will be scheduled as quickly as possible. If you have not been called within three working days of our receipt of your list, call the Customer Service Department at (714) 599-8271. Office Hours are Monday – Friday, 9:00am – 4:00 pm excluding Holidays. For emergency situations such as air conditioning, electrical problems, or plumbing leaks, please refer to the instructions below.

JTECC provides a condensed listing of important preventative maintenance procedures, trouble-shooting tips, and a time schedule for performing specific maintenance items.

1. Emergency Requests. “Emergency” means any condition, which would lead to substantial damage or additional damage to the home or property if not repaired immediately. In the case of an Emergency, first do what you can to prevent further damage. In an Emergency, requests shall be made by telephone to a representative of JTECC’s Customer Service Department at 714-599-8271, provided, however, that the service request is promptly followed up by submitting your completed Service Request Form.

Emergency conditions include any system failure that results in total loss of water, power, heat, or air conditioning in your home, as follows:

a. Total Loss of Heat/Air Conditioning. If you find yourself with no heat and/or air conditioning, the checklist that follows may identify the cause. Also, review the manufacturer’s literature for additional hints. These are normal homeowner maintenance items. If your heating contractor makes a serve call to turn on a switch, replace a fuse, or to reset a breaker, you will be obligated to pay a service charge.

Check for proper setting and operation of:

- Thermostat temperature setting and switches are correct.
- The fuse, if your furnace has one, is good and not “blown.”

- ON/OFF switch on furnace is on; see manufacturer's book for location.
- Breaker on the electrical panel is on. If breaker has tripped reset it by turning it first to "off" position, and then to the "on" position.
- Safety switch for the fan cover is in the proper position.

If all these items are functioning properly and you still have no Heat/AC during extreme weather conditions (internal temperatures in excess of 87 degrees or below 45 degrees Fahrenheit), call the heating contractor referenced on the Emergency Phone Numbers list provided to you in the binder which you have received.

b. Total Loss of Water. If your water supply stops completely, first check the water shut off at the front of the house or garage. Next, check the water meter shut off to confirm the service has not been shut down in your area. The main water shut off valve is located at the front of the unit adjacent to the driveway.

If these items do not reveal the problem, call the plumbing contractor referenced in the Emergency Phone Numbers list provided to you in the binder.

c. Plumbing Leak That Requires the Entire Water Supply to Be Shut Off. If a major plumbing leak occurs, the first step is to turn off the supply of water to the area involved in order to prevent any damage from occurring. If this means shutting off the water to the entire home, the problem is categorized as an Emergency. Under such circumstances, call the plumbing contractor referenced in the Emergency Phone Numbers list provided to you in the binder which you have received.

NOTE: Having to shut off the water to an isolated item in your home (such as one toilet) is not considered an Emergency.

d. Total Sewer Stoppage. Although unlikely, it is possible that construction debris could exist in your lines and cause stoppage. If so, this will usually be evident in the first 72 hours that you occupy your home. If a clogged sewer line prevents you from using water anywhere in your home, this problem is categorized as an Emergency. Under such circumstances, call the plumbing contractor referenced in the Emergency Phone Numbers list provided to you in the binder which you have received.

NOTE: Many plumbing clogs are caused by improper garbage disposal use. Always use plenty of cold water when running the disposal. This applies to greasy foods also. Supplied with a steady flow of cold water, the grease congeals and is cut up by the blades. If you use hot water, the grease remains a liquid, then cools and solidifies in the sewer line. Allow the water to run a minimum of 15 seconds after shutting off the disposal.

NOTE: The main causes of toilet sewer stoppage are various domestic items such as diapers, excessive amounts of toilet paper, or the wrong type of toilet paper, sanitary supplies, cotton swabs, dental floss, children's toys, etc. Stoppage of this type is not warranted. Preventative maintenance is the best protection against plumbing clogs.

e. Total Loss of Electricity. The main electrical control panel is located in the garage of your home. This panel contains electrical breakers that control all of the electrical power to your home, the meter is located at the end of the building. There is also a separate 220V switch for the air conditioner.

Circuit breakers have three positions: on, off and tripped. When a circuit breaker trips, it must first be turned “off” before it can be turned “on.” Switching the breaker directly from tripped to “on” will not restore service.

If electricity is off in one area of the home only, reset the corresponding circuit breakers for that area. If this does not resolve the problem, please follow the normal Limited Warranty request procedures. Loss of power in a limited area of the home is not considered an Emergency.

If there is a total loss of power to the home, reset all breakers before contacting the electrical contractor. Also check with the utility company providing your electrical service to see if a power outage is in effect in your area. Loss of power as a result of a local or regional power outage or non-payment is not considered an Emergency and is not covered by the Limited Warranty. If resetting the circuit breakers does not correct the problem and there are no power outages in your area, contact the electrical contractor referenced on the Emergency Phone Numbers list provided to you in the binder which you have received.

NOTE: Conditions Involving Water Damage or Leaks. Any and all conditions at the home which involve water damage within or to the home, such as a plumbing leak or break, or a roof or window leak, are Emergencies. You hereby agree to notify JTECC’s Warranty Service Department immediately by telephone of all such conditions. Upon discovery of any such Emergency condition, you also agree to allow JTECC immediate access to the home in order to inspect and/or test and to take all steps JTECC deems necessary to repair any such condition, as well as to remove and/or replace any and all components or materials causing damage or damaged by such condition, including without limitation, removal of wet drywall, sheetrock, trim, tack strip, carpet, carpet pad and flooring material.

THE EMERGENCY TELEPHONE NUMBER FOR JTECC’S CUSTOMER SERVICE DEPARTMENT IS:

* (714) 599-8271 *

NOTE: You also must contact any other appropriate parties whose work or materials you believe may be implicated. Please see manufacturer and contractor contact information provided to you.

2. Non-Emergency Service Requests: As previously stated, requests for service must be in writing using the Customer Service Request Forms provided. Your request for service should describe the problem in detail. Verbally advising JTECC’s Customer Service Department or field or office personnel will not protect your rights, nor will it guarantee the item in question will be inspected and/or repaired. Additional Service Request Forms can be obtained from JTECC’s Customer Service Department. We also ask that prior to requesting service, you review all information relating to homeowner care and maintenance provided to you as to each item for which you will be requesting service.

Unless it is an emergency situation, Homeowner is recommended to list all items discovered within the first 60 days after close of escrow on one Service request form and send in the form at the end of the 60-day period. After the initial 60-day period, if Homeowner discovers any warranted items, please list those items on a Service request form and send the form in eleven months after close of escrow (just prior to Homeowner's one-year anniversary date). In case of an Emergency, notice should be provided immediately upon discovery.

3. Response To Requests. Upon receipt of a Customer Service Request Form, JTECC's Customer Service Department will investigate the request and determine whether it is covered by this Limited Warranty.

4. JTECC Right To Access and Repair. If the request is covered, JTECC has the right, but not the obligation, to repair the item. Alternatively, JTECC may decide, in its sole discretion, to either (i) replace the item, or (ii) pay you the reasonable cost of repairing or replacing the item. You agree to allow JTECC and/or its agents and/or subcontractors access to the home during normal business hours for inspection and/or testing and repair or replacement of any item set forth in the Request. You also agree to allow JTECC or its authorized agents to use reasonable amounts of electricity, natural gas, water and other utilities necessary and to store building materials within or around the Property for the purpose of completing covered inspections, testing, repairs or replacements, in such a manner that will not unreasonably interfere with your use of the Property. You shall be responsible for all damages to any components or parts of the Property, as well as for all consequential damages suffered by you, resulting from your failure to give JTECC and its contractors and subcontractors, reasonable and timely access to the Property. Failure to provide access may also void this Limited Warranty.

5. JTECC will not be obligated to incur aggregate costs under this Limited Warranty in excess of the purchase price of the home, less the lot value.

6. Request for Release and Assignment of Claim: Prior to payment by JTECC to you of the reasonable cost to repair or replace an item, you will be provided with a release form to sign acknowledging that JTECC has paid you, and releasing JTECC from further obligation for that item. You agree that if JTECC repairs, replaces, or pays you the reasonable cost to repair or replace an item, you will assign to JTECC any claim related to that item you may have against other persons or entities. In the event JTECC incurs expenses to repair an item not covered by this Limited Warranty (e.g., removal of clogs in drains caused by you), JTECC will charge you for such repairs.

7. Repair and/or Replacement Work Standards:

(1) Repair Materials and Subcontractors. JTECC shall have the sole right to determine the means, methods, material and personnel to be used in performing any inspections, testing, repairs or replacement, provided all repairs will be made with materials or components reasonably equivalent to the materials or components used in the original construction. Homeowner acknowledges that in the event of repairs or replacements involving paint, stain, stucco, tile, marble, quartz, grout, caulking, wood, resilient flooring or carpeting, the replacement materials will not match the color, grain, or pattern of the original item. JTECC does not warrant that the replacement or repair will match the color, grain, or pattern of the original item. JTECC shall not

be responsible for discontinued patterns or colors; nor shall JTECC be responsible for repair or replacement outside of the immediately affected area. For example only, if there is a condition relating to the vinyl flooring in one room of the home, JTECC will not be responsible to repair or replace the vinyl flooring in any other room of the home unless there is also a condition in the vinyl flooring in that other room.

(2) No Obligation for Reimbursement. JTECC has no obligation under this Limited Warranty to reimburse you for inspections or work done by you or for amounts paid by you to a repairman or subcontractor which have not been pre-approved, in writing, by JTECC's Customer Service Department.

(3) Time for Corrective Work. JTECC intends to fulfill its obligations covered by this Limited Warranty within sixty (60) days of JTECC's determination that the Request is covered by this Limited Warranty, provided that you cooperate with JTECC in JTECC's performance of the repair or replacement. The foregoing is only an estimate. You acknowledge that the sixty (60) day period for certain repairs or replacements may need to be extended for circumstances beyond the reasonable control of JTECC, including but not limited to, strikes, labor, or material shortages, unsuitable weather conditions, unavailability of parts, the magnitude of the repair or replacement required, or delays caused by subcontractors or suppliers, and buyer hereby agrees to provide such extension to JTECC upon JTECC's reasonable request.

(4) Scheduling Repairs. Limited Warranty work will be performed during normal business hours of 8:00 AM to 4:30 PM, weekdays excluding holidays, subject to the availability of labor and material. An owner listed on title must be present, or arrange, in writing, to have a responsible adult present and authorized to sign for approval when Limited Warranty work is performed.

8. Response to Requests Not Covered. If JTECC determines that a particular Request is not covered by this Limited Warranty, JTECC will endeavor to, within twenty-one (21) calendar days of JTECC's receipt of a completed Customer Service Request Form, provide you with an explanation of why the particular Request is not covered. If you wish to dispute JTECC's determination, you agree to take the steps set forth in the "Dispute Resolution" provision set forth below.

C. Typical Components Covered under Limited Warranty

What is covered:

Subject to the Exclusions to Coverage set forth in this Limited Warranty, other documents provided to you in the separate Addendum, if applicable received by you, all documents signed by you and received by you in connection with your purchase of the Property, and any additional specific exceptions to coverage set forth in this Limited Warranty, JTECC makes the following warranties as to original workmanship and materials for the time periods set forth below.

(Specifics on Fit-to-Finish Function)

1. **Air Conditioning (HVAC)**

Unless otherwise specified by local governing agencies or mandated by law, the air-conditioning system complies with this limited warranty by maintaining the indoor temperatures at 15 degrees cooler than outdoor temperature.

Limited Warranty Period: One Year

HVAC unit is covered under the Manufacturer's Warranty.

Limited Warranty Period: See Manufacturer's Warranty Information

2. **Appliances**

All appliances are covered under the Manufacturer's Warranty.

Limited Warranty Period: See Manufacturer's Warranty Information

3. **Cabinets & Vanities**

Gaps exceeding ¼ inch between cabinets and walls and ceiling surfaces are defects covered during the first year of this limited warranty. The Seller may repair these gaps with molding that matches the cabinet or countertop finish as closely as possible.

Warping that exceeds ¼ inch from the face of the cabinet frame to the furthestmost warped point on the closed drawer or door front is a defect covered during the first year of this limited warranty.

Limited Warranty Period: One Year

4. **Caulking**

Material and installation are covered for a period of one year from installation.

Limited Warranty Period: One Year

5. **Ceiling**

Only cracks in ceiling surfaces exceeding 1/16 inch are defects covered during the first year of this limited warranty.

Limited Warranty Period: One Year

6. **Chimney**

A separation that exceeds ½ inch in a 10-foot vertical between the chimney and the home to which it is attached is a defect covered during the first year of this limited warranty and may be repaired by surface patching or other methods as required.

Limited Warranty Period: One Year

7. **Concrete**

Cracks in concrete exceeding ¼ inch in width or 3/16 inch in vertical displacement are defects covered during the first year of this limited warranty and may be repaired by surface patching or other methods as required.

Unless a floor has been specifically designed for drainage, concrete floors with uneven areas, depressions, or pits exceeding 3/8 inch in 32 inches are defects covered during the first year of this limited warranty and may be repaired by surface patching or other methods as required.

Steps or stoops which separate in excess of 1 inch from the home are defects which are covered during the first year of this limited warranty and will be repaired by surface patching or other methods as required.

Concrete Block Walls/Retaining Walls

Block concrete walls/retaining walls with cracks of ¼ inch or greater or bowing in excess of 1 inch in 8 feet when measured from the base to the top of the wall are defects covered during the first year of this limited warranty.

Brick, Block, Stone, Exterior Pathways, Hardscape, Sidewalks, Patio

Cracks ¼ inch or greater in width in brick, block, stone, exterior pathways, hardscape, sidewalls, sidewalks, or patios are defects covered during the first year of this limited warranty and may be repaired by surface patching or other methods as required. Cracks less than ¼ inch are not.

Limited Warranty Period: One Year

8. **Countertops**

Only de-lamination or surface cracks or joints in excess of 1/16 inch between sheets are defects covered during the first year of this limited warranty.

Limited Warranty Period: One Year

9. **Doors**

Warping of ¼ inch or greater to an interior door when measured from corner to corner is a defect covered during the first year of this limited warranty.

An interior door that does not open and close freely without binding against the doorplate is a defect covered during the first year of this limited warranty.

A door pane that has split allowing light to be visible through the door is a defect covered during the first year of this limited warranty.

Daylight that is visible around the frame when an exterior door is a defect covered during the first year of this limited warranty.

Openings of 1 ½ inch or greater between the bottom of a passage door and the floor finish material are defects covered during the first year of this limited warranty.

Door panels that shrink and expose bare wood are not defective under this limited warranty.

Closet door openings in excess of 2 inches between the bottom of the closet door and the floor finish material are defects covered during the first year of this limited warranty.

Limited Warranty Period: One Year

10. **Drainage**

Standing or “ponding” water that remain within grades 10 feet, or swales within 20 feet, of the home’s foundation after rain are defects covered during the first year of this limited warranty. The Seller has established proper grades, swales, and drainage away from the home, which the homeowner is responsible for maintaining.

Limited Warranty Period: One Year

11. **Ductwork**

Ducting that makes an excessive “booming” noise, known as “oil canning,” is a defect covered during the first year of this limited warranty. It is normal for ducting that is metal to expand when heated and then cooled; this may result in a cracking or ticking sound. These sounds are not defects.

Limited Warranty Period: One Year

12. **Electrical System**

Material and installation are covered for a period of one year from installation.

Limited Warranty Period: One Year

13. **Fireplace**

Only separations exceeding ½ inch from the main structure in a 10 foot vertical measurement are defects covered during the first year of this limited warranty.

Only cracks in a stone, brick hearth, or facing in excess of ¼ inch width are defects covered during the first year of this limited warranty. Normal cracking in firebrick and mortar joints due to heat from normal fires is to be expected.

Limited Warranty Period: One Year

14. **Fire Sprinklers**

Material and installation are covered for a period of one year from installation.

Limited Warranty Period: One Year

15. **Floors**

Only nail pops and blisters visible from 6 feet under normal lighting conditions are defects covered during the first year of this limited warranty.

Only readily apparent depressions or ridges exceeding 1/8 inch are defects covered during the first year of this limited warranty. The measurement is taken as the gap created at one end of a 6-inch straight edge placed over the depression or ridge and held tightly to the floor with 3 inches on one side of the defect.

Only gaps in excess of 1/16 inch in width in resilient flooring covering joints where dissimilar materials abut a gap in excess of 1/8 inch are defects covered during the first year of this limited warranty.

Substantial floor squeaks or noises are covered during the first year of this limited warranty. A squeak-free floor cannot be guaranteed.

Wood floor ridges or depressions of 1/4 inch within any 32 inch measurement are covered defects during the first year of this limited warranty.

Sheathing and sub-flooring delaminating or swelling on the side to which finish has been applied are defects covered during the first year of this limited warranty.

Only visible carpet gaps or overlapping carpet seams are defects covered during the first year of this limited warranty; visible seams are not.

Wall-to-wall carpeting installed by Seller, which comes up, loosens, or separates from its point of attachment, is a defect covered during the first year of this limited warranty and will be re-stretched or re-secured.

Limited Warranty Period: One Year

16. **Garage Epoxy (if Applicable)**

Garage Epoxy (if Applicable) is covered under the Manufacturer's Warranty.

Limited Warranty Period: See Manufacturer's Warranty Information.

Limited Warranty Period: One Year

17. **Garage Doors**

Garage Doors are warranted to be free from defects in material and workmanship for one year from the date of completion of the installation subject to the terms below. Contractor makes no warranties regarding products sold but assigns to you any manufacturer warranties relating to the products. This limited warranty does not cover damages relating to (a) accident, misuse, abuse, neglect, or normal wear and tear; (b) failure to use or maintain the product in accordance with manufacturer's instructions; and (c) alteration, repair or attempted repair by anyone other than JTECC or its authorized representative.

Limited Warranty Period: One Year

18. **Gas Supply**

Contact the local Gas Company at the number provided.

19. **Grading**

Only ground settling of 6 inches or more affecting proper drainage from the finished grade established by the Seller is a defect covered during the first year of this limited warranty. The Seller will fill such settled areas one time during the first year of the limited warranty. Homeowner is responsible for maintaining the grade established by the Seller.

Limited Warranty Period: One Year

20. **Grouting**

Cracks in grouting of ceramic tile joints or junctions will be re-grouted if necessary, only one time during the first year of this limited warranty.

Limited Warranty Period: One Year

21. **Gutters/Downspouts**

Standing water greater than ½ inch deep in gutters for more than 24 hours after a rain is a defect covered during the first year of this limited warranty.

Limited Warranty Period: One Year

22. **Insulation**

Material and installation are covered for a period of one year from installation.

Limited Warranty Period: One Year

23. **Landscaping**

The homeowner is responsible to maintain the landscaping installed by Seller. Failure to follow the reasonable maintenance instructions set forth in the Maintenance Manual will void the warranty as to landscaping.

Limited Warranty Period: One Year

24. **Light Fixtures**

Material and installation are covered for a period of one year from installation. Warranty does not include light bulbs.

Limited Warranty Period: One Year

25. **Mirrors/Shower Enclosures**

Mirrors/Shower Doors are warranted to be reasonably free from material and installation defects occurring from normal usage for a period of one year from installation.

Mirrors

Use Limitations:

- Mirrors are fragile and prone to cracking and breakage if improperly used. Never lean objects against mirrors. Never attempt to attach fixtures such as cup holders, toothbrush holders, soap dishes and other accessories to mirrors. Mirrors are not designed to bear weight, no matter how small.
- Do not paint around mirror edges, as it may cause spotting or de-silvering.
- Do not apply caulking or silicone around mirror edges or to the bottom “J” metal, as it may result in spotting or de-silvering.

Required Care and Maintenance

- Use clean, warm water and a soft cloth. Commercial glass cleaner can be used, but do not use a brand containing ammonia. Do not use industrial strength cleaner.
- Never spray cleaner directly on mirror. Always apply to a clean, soft cloth and then wipe mirror. Do not allow water or cleaner to collect and remain on mirror edges, as this can be harmful to mirrors.
- Do not allow abrasive or detergent cleaners designed for tile, walls or other fixtures to come in contact with mirrors or mirror edges. Certain common chemicals found around the home such as chlorine, alkali, acids (sulfuric in pool cleaners), acetic acid (vinegar) and ammonia can be very harmful to mirrors.
- Ventilate the bathing area when moisture or steam is present.

Shower Enclosures

Your shower/bath enclosure consists of several components, including metal frame(s), glass walls and door(s) (sliding or swinging). It does not include the shower walls or

floor, tub, plumbing, drains, or fixtures. Your shower/tub enclosure is intended to keep water from escaping on to the floor and surrounding area. The enclosure is attached to the shower/bath stall and is sealed using a silicone application. The shower/bath walls are typically made of tile, stone, fiberglass or other materials. Set forth below is additional information regarding the limitations of the enclosure as well as required maintenance and care.

- Water escaping from the shower/bath enclosure

Your shower enclosure has been designed and installed to prevent leaking into wall or flooring systems. However, the opening to the enclosure is vulnerable to escaping water because, by design and necessary, it is a moving part. The following directions must be followed in order to mitigate excessive water from exiting from the shower/bath enclosure opening:

- The opening to the enclosure is not designed to withstand a direct spray from the showerhead. When taking a shower, the showerhead must be pointed away from the opening to the shower and/or bath enclosure.
- Make certain the opening to the enclosure is shut tightly when showering or bathing.
- Avoid any excessive splashing within the enclosure.
- Before exiting the enclosure, thoroughly 1) dry off within the enclosure before exiting; 2) “squeegee” off the entire interior of the enclosure; and, if your enclosure has a swinging door, dry off the “drip shield” located at the bottom of the interior side.
- Do not install carpet within a 3-foot perimeter of the shower and/or bath enclosure. Carpet generally contains organic material that, coupled with the naturally damp environment of a bathroom, will promote the growth of mold and fungus.

- Other use limitations

- Do NOT lean against or on the enclosure to support your weight.
- Do NOT leave children unattended in the shower and/or bath enclosure.
- Advise users to avoid excessive splashing a putting weight on the enclosure.

- Required Care and Maintenance

- In the event you notice any unexplained water on the outside of the enclosure that reappeared after an initial clean up, immediately contact your builder’s customer service representative to inspect the situation.
- After each shower or bath, make sure the bathroom has adequate ventilation to reduce moisture in the air that could promote mold and fungus.

- Every 6 to 8 weeks, the interior of the enclosure should be thoroughly cleaned using products specifically manufactured for cleaning glass and aluminum.
- The silicone compound that has been used to seal the enclosure is critical to the waterproof integrity of the enclosure. Therefore, the silicone seal needs to be inspected by a professional for possible re-sealing every 18 MONTHS. The inspection event should also include checking the shower door “sweep” for proper adjustment and flexibility.
- If you note leaks, cracks or separations in the shower stall or tub or tiles, or problems with the plumbing or fixtures, you need to immediately contact your builder.

Limited Warranty Period: One Year

26. **Paint**

Exterior paint that peels during the first year of this limited warranty is a defect covered during the first year of this limited warranty.

Wall, ceiling, and trim surfaces that are visible through new paint from a distance of 6 feet under normal lighting conditions are defects covered during the first year of this limited warranty.

Excessive paint splatters on walls, woodwork, or other surfaces that are visible from a distance of 6 feet under normal lighting conditions are defects covered during the first year of this limited warranty.

Homeowner is responsible to reasonably maintain the paint. Paint touch-up kits are supplied and left at each home for their use in order to keep the paint warranty in effect.

Seller shall try to match the color of the paint as closely as possible; however, Seller is not responsible for changes in color of paint or discontinuances of colors.

Limited Warranty Period: One Year

27. **Plumbing**

A pounding noise made by water supply pipes known as “water hammer,” is a defect during the first year of this limited warranty. Noises due to water flow and pipe expansion are not defects.

Limited Warranty Period: One Year

28. **Plumbing Fixtures**

Covered under Manufacturer's Warranty.

Limited Warranty Period: One Year

29. **Roof**

Water that does not drain from a flat or low-pitched roof within 24 hours of a rainfall is a defect covered during the first five years of this limited warranty.

Limited Warranty Period: Five Years

30. **Siding**

Bows in the siding of ½ inch or greater in 32 inches are defects covered during the first year of this limited warranty.

Nail stains of ½ inch or greater in length and visible from a distance of 20 feet are defects covered during the first year of this limited warranty.

Limited Warranty Period: One Year

31. **Soil**

There is no coverage for soil erosion caused by conditions out of the control of the Seller or by the homeowner's failure to maintain the grades, drainage structures, and drainage swales.

Limited Warranty Period: One Year

32. **Smoke Detectors/Carbon Monoxide Detector**

Material and installation are covered for a period of one year from installation.

Limited Warranty Period: One Year

33. **Steps**

Steps that separate in excess of 1 inch from the home are defects that are covered during the first year of this limited warranty and may be repaired by surface patching or other methods as required.

Limited Warranty Period: One Year

34. **Stoops**

Stoops that separate in excess of 1 inch from the home are defects that are covered during the first year of this limited warranty and may be repaired by surface patching or other methods as required.

Limited Warranty Period: One Year

35. **Stucco**

Cracks greater than 1/8 inch in width or spoiling of the finish surfaces are defects covered under the first year of this limited warranty and will be repaired by surface patching or other methods as required. Seller is responsible for the best repair efforts but not responsible for failure to match the color or texture due to nature of the material.

Limited Warranty Period: One Year

36. **Trim & Siding Joints**

Joints between exterior trim elements and siding or masonry of 1/4 inch or greater are defects covered during the first year of this limited warranty.

Joints between moldings and adjacent surfaces of 1/8 inch or greater in width are defects covered during the first year of this limited warranty.

Only hammer marks and nail heads visible from a distance of 6 feet under normal lighting are defects covered during the first year of this limited warranty.

Limited Warranty Period: One Year

37. **Ventilation**

Homeowner is responsible for keeping existing vents free from obstructions and clear of dust and debris. Temporary condensation in venting may be formed; this is normal and beyond Seller control. Homeowner is responsible for appropriate heat and seasonal adjustment of vents.

Limited Warranty Period: One Year

38. **Walls**

Variations of 1/2 inch or greater within a 32-inch horizontal measurement or 1/2 inch within any 8-foot vertical measure in interior or exterior frame walls or ceilings are covered during the first year of this limited warranty.

Wood frame walls where the diagonal of a triangle with sides of 12 feet and 16 feet along the edges of floor that exceed 20 feet plus or minus ½ inch are defects covered during the first year of this limited warranty.

Cracks in plaster wall and ceiling surfaces exceeding 1/16 inch are defects covered during the first year of this limited warranty.

Cracks exceeding 1/8 inch in width in interior gypsum board or other drywall material are defects covered during the first year of this limited warranty.

Nail pops and blisters visible from 6 feet under normal lighting conditions are defects covered during the first year of this limited warranty.

Limited Warranty Period: One Year

39. **Windows**

Double-hung windows exceeding 2 inches of movement, up or down, in an open position are defects covered during the first year of this limited warranty.

Daylight visible around the frame when the window is closed is a defect covered during the first year of this limited warranty.

Limited Warranty Period: One Year

40. **Wood Beams or Posts**

Unfilled splits exceeding ¼ inch in width in wood beams or posts are defects covered during the first year of this limited warranty.

Limited Warranty Period: One Year

D. Items NOT covered by JTECC Limited Warranty

1. NO COVERAGE FOR MANUFACTURED ITEMS AND APPLIANCES

This Limited Warranty does not cover any appliance, piece of equipment, or other item which is a "Consumer Product" for purposes of the Magnuson-Moss Warranty Act, 15 United States Code Section 2301, et seq., or any successor statute thereto, or manufactured items covered by separate manufactures' warranties, and also does not cover damage or loss arising from buyer's failure to comply with manufactures' warranties. Buyer agrees to review the warranties for these items and note when the warranties start and end. In the event of malfunction of such items, buyer hereby agrees to make a claim directly to the manufacturer or supplier. JTECC will assist buyer in such effort during the first year of this Limited Warranty by providing the names most recently provided by the manufacturer to JTECC of the manufacturer's contact persons. JTECC hereby assigns to buyer any and all rights JTECC may have under any original manufacturer's warranties covering any Consumer Product in the home.

The following is a partial list of Consumer Product items that are NOT covered by this Limited Warranty. Your home may not have all of the following items listed below, or it may have other similar items not listed below.

Air Conditioning Unit	Bathroom Fixtures
Dishwasher	Exhaust Fans
Fire Alarm and Fire Sprinkler Heads	Fire Extinguisher
Flooring (carpet, hardwood, etc.)	Garage Door and Opener
Hardiplank Siding Material	Intercom
Landscape sprinklers and controls	Ovens
Range	Smoke Detector
Thermostat	Washer/Dryer
Water Pump	Doorbell
Faucets	Freezer
Garbage Disposal	Heat Pump
Kitchen Fixtures	Microwaves
Oven Hood	Refrigerator
Space Heater	Trash Compactor
Water Heater	Bathtubs/Shower Surrounds
Barbecue	Cooktops
Electric Meter	Finish Hardware
Fireplace (wood burning and gas)	Furnace
Ice Maker	Gas Meter
Mirrors	Light Fixtures
Vacuum System	Plumbing Fixtures
Wine storage	Water Meter

2. This Limited Warranty **does not** cover damage or problems caused by misuse, abuse, alterations, neglect, an unforeseen act of nature, failure of original buyer to reasonably minimize damages, failure to allow reasonable and timely access for inspection and repair, failure to follow commonly accepted homeowner maintenance obligations, and failure to follow the maintenance procedures set forth in the Homeowner's Maintenance Manual Check List.

3. **Acoustics and water pressure**

This Warranty does not cover acoustics or water pressure. Prior to the close of Escrow, **Original buyers** are instructed to make their own tests and inspections to determine whether or not they are satisfied with the level of acoustical transmission between adjacent units and between vertical units within the Home or the development. Buyer is invited and advised to conduct his or her own sound transmission experiments by having people talk in the next room, walk on the floor above, etc. Seller specifically disclaims any liability because of later dissatisfaction of the original buyer as to noise levels within the Home. In addition, Seller makes no representations or warranties with respect to water pressure. **Original Buyer** accepts the Home “as is” with respect to water pressure.

4. **Warranty Limitations and Limitations of Liability**

There are no other express warranties. Any warranty of merchantability or fitness for a particular purpose is limited to the duration of this *Limited Warranty*. To the extent allowed by law, *JTECC* shall not be liable for any loss of use, loss of time, inconvenience, commercial loss, or other incidental or consequential damages.

E. Exclusions from our Warranty

1. Any loss or defect that arises while the Home is used primarily for nonresidential purposes.
2. Normal wear and tear or normal deterioration.
3. Any deficiencies or damage in or caused by material or work supplied by anyone other than JTECC or its employees, agents, or subcontractors.
4. Damages or losses not caused by a defect in construction of the home by JTECC or our employees, agents, or subcontractors, but resulting instead from acts or omissions of you as homeowner, your agents, employees, licensees, invitees; accidents; riots; civil commotion; nuclear hazards; acts of nature; fire; explosion; blasting; smoke; water escape; windstorms; hail; lightning; falling trees; aircraft; vehicles; flood; mud slides; sinkholes; faults; crevices; earthquake including land shock waves or tremors; insects, birds, vermin rodents, or wild or domestic animals.
5. Loss or damage resulting from or made worse by neglect, abnormal use, failure to perform routine maintenance, negligent or improper maintenance or operation of the home and its systems, or the common elements of a condominium by anyone other than JTECC, or its employees, agents, or subcontractors.
6. Loss or damage resulting from or made worse by Your failure to minimize or prevent such loss or damage in a timely manner, such as, for example, failure to notify Us within a reasonable amount of time.
7. Loss or damage resulting from or made worse by modifications or additions to the home, or property under or around the home by anyone except JTECC or its employees, agents,

or subcontractors, or by changes in the grading or drainage resulting from erosion or subsidence.

8. Loss or damage resulting from or made worse by dampness, condensation, or heat build up caused by your failure as homeowner to maintain proper ventilation.
9. Any defect, damage, or loss caused or made worse by failure by anyone other than JTECC or its agents, employees, or subcontractors to comply with the manufacturers' warranty requirements concerning appliances, fixtures, or items of equipment.
10. Loss or damage caused directly or indirectly by flood, surface water, waves, tidal water, overflow of a body of water, or spray from any of these (whether or not driven by wind), water which backs up from sewers or drains originating off the property, changes in the water table which were not reasonably foreseeable, or water below the surface of the ground (including water which exerts pressure on or seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool, or other structure), wetlands, springs, or aquifers.
11. Any loss or damage resulting from loading on floors which exceeds design load, such as a waterbed or any other furnishings excessive in weight for which the home was not designed.
12. Any defect that does not result in actual physical damage or loss to the home, such as items that are purely cosmetic.
13. Lack of strict compliance with applicable building codes or ordinances that does not result in a defect otherwise covered under this warranty.

Section III: ARBITRATION

ARBITRATION:

THE PARTIES HERETO AGREE THAT ALL DISPUTES SHALL BE REFERRED TO ARBITRATION GOVERNED BY THE FEDERAL ARBITRATION ACT (9 U.S.C. §1-16). TO THE EXTENT THE RULES OF PROCEDURE SET FORTH IN THIS SECTION DO NOT CONFLICT WITH THE FEDERAL ARBITRATION ACT, SUCH RULES OF PROCEDURE SHALL BE THE RULES OF PROCEDURE FOR THE ARBITRATION PROCEEDING. JAMS ITS SUCCESSOR, OR ANY OTHER ENTITY OFFERING ARBITRATION SERVICES AGREED TO BY THE PARTIES SHALL HEAR, TRY AND DECIDE ALL ISSUES OF BOTH FACT AND LAW AND MAKE ANY REQUIRED FINDINGS OF FACTS AND, IF APPLICABLE, CONCLUSIONS OF LAW IN THE ARBITRATION. THE PROCEDURES SPECIFIED HEREIN PERTAINING TO ARBITRATION ARE TO BE INTERPRETED AND ENFORCED AS AUTHORIZED BY THE FEDERAL ARBITRATION ACT (9 U.S.C. §1-16), WHICH IS DESIGNED TO ENCOURAGE USE OF ALTERNATIVE METHODS OF DISPUTE RESOLUTION THAT AVOID COSTLY AND POTENTIALLY LENGTHY COURT PROCEEDINGS. INTERPRETATION AND APPLICATION OF THOSE PROCEDURES SHALL CONFORM TO FEDERAL COURT RULES INTERPRETING AND

APPLYING THE FEDERAL ARBITRATION ACT. THE PROPERTY IS CONSTRUCTED OF OR USES MATERIALS AND PRODUCTS MANUFACTURED THROUGHOUT THE UNITED STATES WHICH ARE THEN SHIPPED TO THE PROPERTY FOR INSTALLATION AT THE PROPERTY. THE SHIPMENT OF THESE MATERIALS AND PRODUCTS ACROSS STATE LINES TO THE PROPERTY CAUSE THE PRODUCTS AND MATERIALS TO ENTER INTO THE STREAM OF INTERSTATE COMMERCE AND BECOME SUBJECT TO THE INTERSTATE COMMERCE CLAUSE (ARTICLE I, SECTION VIII OF THE UNITED STATES CONSTITUTION) AND ENSUING FEDERAL LAWS. REFERENCES TO CALIFORNIA PROCEDURAL LAW SHALL NOT BE CONSTRUED AS A WAIVER OF ANY RIGHTS OF THE PARTIES UNDER THE FEDERAL ARBITRATION ACT OR THE RIGHT OF THE PARTIES TO HAVE THE PROCEDURES SET FORTH HEREIN INTERPRETED AND ENFORCED UNDER THE FEDERAL ARBITRATION ACT.

a. NOTICE: BY INITIALING THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THESE BINDING DISPUTE RESOLUTION PROCEDURES DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY THE FEDERAL ARBITRATION ACT AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THESE BINDING DISPUTE RESOLUTION PROCEDURES PROVISION. IF YOU REFUSE TO SUBMIT TO BINDING ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATION BY A COURT OF LAW. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

ACKNOWLEDGEMENT AND AGREEMENT. I/WE HAVE READ, UNDERSTAND AND APPROVE OF THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTER INCLUDED IN THE BINDING DISPUTE RESOLUTION PROCEDURES PROVISION TO NEUTRAL ARBITRATION IN ACCORDANCE WITH THE TERMS OF THE APPLICABLE CC & R's AND PURCHASE AND SALE AGREEMENT.

Buyer's Initials: ____, ____

Seller's Initials: ____, ____

ARBITRATION PROCEDURES. THE FOLLOWING RULES OF PROCEDURE SHALL APPLY TO THE ARBITRATION AS APPLICABLE:

(i) Initiation of Claim. Any party wishing to initiate an arbitration proceeding shall serve a demand for arbitration upon the responding party and upon JAMS its successor, or to any other entity offering arbitration services agreed to by the parties.

(ii) JAMS. The arbitrator to be appointed shall be employed by JAMS its successor, or to any other entity offering arbitration services agreed to by the parties. Except as otherwise set forth herein, the arbitration proceedings shall be conducted by and in accordance with the rules of JAMS or any successor thereto. Except for procedural issues, the arbitration proceedings, the ultimate decisions of the arbitrator and the arbitrator himself shall be subject to and bound by existing California case and statutory law including, but not limited to, Title 7 of the California Civil Code commencing at Civil Code section 895. Should JAMS cease to exist, as such, then all arbitration herein to JAMS shall be deemed to refer to its successor or, to any other entity offering arbitration services agreed to by the parties. If none exists, to the American Arbitration Association (in which case its commercial arbitration rules shall be used). The parties shall cooperate in good faith and shall diligently perform such acts as may be necessary to ensure that all necessary and appropriate parties are included in the arbitration. Seller shall not be required to

participate in the arbitration proceeding if all parties against whom Seller would have necessary or permissive cross-claims or counterclaims will not or cannot be joined in the arbitration proceeding.

(iii) Selection. The proceeding shall be conducted by one (1) qualified arbitrator selected in accordance with the rules of JAMS. The term "qualified" shall mean a retired judge who has experience with the laws governing residential real estate development and construction or an attorney who has actively practiced law in California for at least fifteen (15) years and who has experience with the laws governing residential real estate development and construction.

(iv) Motions and Remedies. The arbitrator shall have the power to hear and dispose of motions, including motions relating to provisional remedies, demurrers, motions to dismiss, motions for judgment on the pleadings and summary judgment and/or adjudication motions, in the same manner as a trial court judge. In addition, the arbitrator shall have the power to summarily adjudicate issues of fact or law, including but not limited to the availability of remedies, whether or not the issue adjudicated could dispose of an entire cause of action or defense. The arbitrator shall have the power to grant provisional remedies including preliminary injunctive relief. Prior to the selection of the arbitrator any party shall have the right to petition the Superior Court of the county where the home is located for any necessary provisional remedies.

(v) Discovery. Discovery shall be allowed and conducted under the supervision of the arbitrator pursuant to the provisions of the California Code of Civil Procedure and the California Rules of Court.

(vi) Full Disclosure. Each party shall, in good faith, make a full disclosure of all issues and evidence to the other parties prior to the hearing. Any evidence or information that was unreasonably withheld from the arbitrator by a party shall be inadmissible by the party that withheld it. The party initiating the arbitration proceeding shall be the first to disclose all of the following, in writing, to the other party and to the arbitrator: an outline of the issues and its position on each such issue; a list of all witnesses it intends to call; and copies of all written reports and other documentary evidence whether or not written or contributed to by its retained experts (collectively "outline"). The initiating party shall submit its outline to the other parties and to the arbitrator within thirty (30) days of the final selection of the arbitrator. Each responding party shall submit its written response as directed by the arbitrator.

(vii) Hearing. The hearing shall be held where mutually agreed upon by the Parties or as ordered by the Arbitrator. The arbitrator shall promptly commence the hearing giving due consideration to the complexity of the issues, the number of parties and necessary discovery and other relevant matters. The hearing shall be conducted as informally as possible. Evidence Code Section 1119 et seq. shall be applicable for the purpose of excluding from evidence offers, compromises, and settlement proposals, unless both parties consent to their admission. The arbitrator shall be the sole judge of the admissibility of, and the probative value of, all evidence offered and is authorized to provide all available legal (but not equitable) remedies, except as otherwise limited herein, or in Title 7 or , in any pre-litigation procedures binding upon Buyer or Subsequent Buyer. Attorneys are not required and either party may elect to be represented by someone other than a licensed attorney. Cost of an interpreter shall be borne by the party requiring the services of the interpreter in order to be understood by the arbitrator and the expenses of witnesses shall be borne by the party or parties producing such witnesses.

(viii) Decision. The decision of the arbitrator shall be binding on the parties and shall be entered as a judgment in the court of the State of California where the complaint was filed. The arbitrator shall cause a complete record of all proceedings to be prepared similar to those kept in the Superior Court; shall try all issues of both fact and law; and shall issue a written statement of decision, such as that described in Code of Civil Procedure Section 643 (or its successor), which shall specify the facts and law relied upon in reaching his/her decision within twenty (20) days after the close of testimony. A stenographic record of the hearing may be made which shall remain confidential except as may be necessary for post-hearing motions. The cost of the record shall be borne by all parties to the arbitration proceeding on a pro-rata basis. Should any party refuse or fail to pay its pro-rata share, the remaining parties may pay such share, and the party or parties which pay such extra share shall be awarded such extra cost by the arbitrator in its decision.

(ix) Fees and Costs. Seller shall advance the fees required by JAMS to initiate the proceedings. The total cost of the proceedings, including the advanced initiation fees and other fees of JAMS and any related costs and fees incurred by JAMS (such as experts and consultants retained by it) shall be split equally by the parties unless otherwise required by the Federal Arbitration Act and supporting case law. The arbitrator shall not award attorneys' fees to either party, each party shall bear its own attorneys' fees. The arbitrator may award recoverable costs pursuant to California law. Nothing herein shall be construed to modify or abrogate any duty to defend and/or indemnify another party pursuant to the terms of a contract between any such parties.

No Authority To Alter; Severability.

No agent or representative of JTECC has authority to alter, add to, or waive any of the terms, conditions, or provisions of this Limited Warranty, including without limitation the exclusions from coverage. If any term, condition, or provision of this Limited Warranty is declared illegal or invalid for any reason, the remaining terms, conditions and provisions of this Limited Warranty shall remain in full force and effect.

Waiver of Implied and Other Warranties.

JTECC IS PROVIDING THIS LIMITED WARRANTY TO YOU BASED ON AND AS CONSIDERATION FOR YOUR AGREEMENT TO THE PROVISIONS AND LIMITATIONS OF THIS LIMITED WARRANTY, INCLUDING, WITHOUT LIMITATION, THE FOLLOWING WAIVERS: YOU AGREE THAT FOR ANY ITEM OR CONDITION COVERED BY THIS LIMITED WARRANTY, BUYER HEREBY WAIVES ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WHICH MAY APPLY TO SUCH ITEM OR CONDITION, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, HABITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR WORKMANLIKE CONSTRUCTION.

Assignment

JTECC reserves the right to assign its rights and obligations under this Limited Warranty to an affiliated entity.

Section IV: Maintenance and Repairs Outline

The following outline will serve as a resource of information for your use. **Never** contact the **City**. When you are in need of maintenance or repairs, please help us provide service by using the following guidelines:

A. Gas, Water or Electrical Problems

Call the appropriate utility company Customer Service Department. They will generally come out to your property and either diagnose or make minor adjustments free of charge. Should your particular problem require *more than* a minor adjustment, please contact our office at (714) 599-8271.

Southern California Edison	(800) 655-4555
Southern California Gas Company	(909) 307-7070

B. Plumbing Problems

Drain stoppages are not covered under your builder’s limited warranty; please contact your local plumber. Water leaks and lighting problems on the property *common areas* should be reported to your *Homeowner’s Association*. Some Homeowner’s Associations have been organized by the homeowner’s themselves rather than through Property Management. In such cases, you would need to report such problems to the elected president of your association.

- 1. **Trouble-Shooting Maintenance Tips** (to be followed before mailing or faxing your Customer Service Request as outlined in Section II. above).

A. Garage Doors

Lubricate moving parts such as hinges, rollers, pulleys, movable lock parts, etc. Use any non-silicone garage door lubricant at least two times a year depending on use.

B. Air Conditioning

Make sure that the breaker A/C switch is **on** at the breaker box. Clean and/or replace filters often, preferably (every three months), dirty filters cause the system to shut down and will affect the cooling or heating on your unit. Please review your manual for more information on trouble-shooting tips.

C. Appliances

The enclosed Appliance Manuals have great trouble-shooting tips for your kitchen appliances; please take a moment to read and review these manuals. Use only dishwasher detergent made specifically because dishwashers **don’t** use liquid dish soap.

D. Electrical

Smoke detectors are designated to detect smoke from a fire and sound an alarm to warn you. They are wired directly but have a battery backup in case of a power outage. They are extremely sensitive and may set off a false alarm from cooking smoke or dust particles. The manufacturer recommends vacuuming the devices periodically to help

eliminate the problem from dust particles. Changes in temperature and humidity can also cause false alarms. The smoke detectors will make a chirping/beeping sound when the battery is low; replace all batteries at least twice a year. We advise replacing all of them at the same time.

If you have no power, check a tripped circuit breaker at the breaker box, reset a tripped GFI receptacle. If the light does not work, check for a burned out light bulb in the light fixture(s).

E. Painting

Interior: Do not use any abrasive sponge or terry cloth on walls. Read and check the instructions on cleaning products before cleaning walls. Use a jersey cloth to wipe off hand marks, etc.

Exterior: for wood trim, apply a Thompson Water Sealer to seal wood trim around the home next to water sprinkler heads.

F. Plumbing

Shower/bath enclosures: Use of a squeegee following each shower is recommended to eliminate water spots on the inside of the shower and glass panels.

Sink care: Rinse sink thoroughly after every use; use a liquid soap to remove any residue; read the instructions on any sink care product, and make sure that it isn't abrasive to your sink; don't leave wet dishrags, sponges, or cleaning pads in sink because this may discolor and dry on the sink surface. Steel wool pads should never be used on your sink or left on the surface areas.

Garbage Disposal: Make sure the garbage disposal is plugged in; reset the button at the bottom of garbage disposal using the small tool (Allen wrench provided in your homeowner binder) to dislodge any food particles. This is to be inserted at the bottom of the unit.

G. Exterior Walls/Stucco

Dirt, soil, deposited dust from the atmosphere, and roof run-off stains may occur. Most stains caused by these substances can be removed with mild cleaners. Choose water-soluble cleaners that will not attack Portland cement, lime, or oxide pigment colors. Wet the surface of exterior walls before you apply any cleaner, beginning from the bottom of the unit and continuing upwards. Sprinkler and irrigation systems must be directed away from all exterior stucco walls. Protecting your walls' exterior is your responsibility. Without proper care and maintenance, your walls can be damaged and invalidate your home's warranty. Avoid over watering; over watering of the ground around your home's foundation can cause damage. Do not over saturate the ground near your home walls.

Cracking will occur. This is typical in cement-based plaster systems and not considered a defect. Most cracks are caused by settlement and shrinkage and do not jeopardize the water-resistant properties of your stucco system. **DO NOT** place ladders or any other damaging objects against the decorative foam window or door trims; this can cause

damage such as chipping or denting. **DO NOT** apply any foreign objects such as nails or staples on these decorative moldings since they will also ruin the foam surface.

H. Other maintenance troubleshooting tips and guidelines

These are included throughout your homeowner’s manual for your information and review. Please be advised that all routine maintenance on household items, appliances, and other materials used in building your home are now the responsibility of the homeowner.

Section V: Important Telephone Numbers

Emergency

Fire Department: 911
Sheriff’s Department 911

For the above fire and police departments, you can also check your local telephone book for direct non-emergency number listings.

Poison Center (800) 222-1222

Warranty

JTECC’s Customer Service (714) 599-8271

Utilities

Southern California Edison (800) 655-4555
Southern California Gas Company (909) 307-7070
Frontier (855) 568-3046
Chino Hills Water Utility Dept. (909) 364-2660
Spectrum Cable (833) 694-9259
U.S. Post Office (800) 275-8777
Waste Management Trash Company (909) 590-1793

Section VI: Maintenance Requirements and Schedules

A. Introduction

The importance of maintaining your new home on a regular basis is directly comparable to maintaining a brand-new car. If you never change the oil or get the car tuned up, little problems will eventually become big problems.

Similarly, your new JTECC home is designed and built to last for years, and yet it has numerous components and equipment that require periodic maintenance. By implementing the following preventative maintenance guidelines, you can help keep the components of your home functioning properly with as few problems as possible.

To help you pinpoint when specific maintenance items should be performed, this checklist is divided into distinct time periods: After Move-in, Every Month, Every Six Months, Annual, Spring, and Fall. For additional information regarding the subjects presented here, please refer to the appropriate Manufacturer's Operating Instructions and/or the specific subject discussions contained in this Manual.

Please note that this section is intended to provide you, the homeowner, with maintenance requirements that you can perform and does not indicate the services that JTECC will perform. Please be aware also that you will be charged directly by the contractor who provides any of these services.

JTECC can only recommend when specific maintenance items should be performed. Ultimately, homeowners are responsible to check the following list sections as often as needed for proper maintenance of their homes.

Please refer to Section V for Homeowner's Recommended Maintenance Schedules, which have been organized into yearly charts according to the checklists; these are included to help you keep track of the following items.

B. Monthly Interior Checklist (to be completed every month)

1. Air Conditioning and Heating
 - Check air filters and clean or replace as necessary
 - Vacuum air supply and air return registers to remove dust and lint
2. Dryer Ducts
 - Clean out ducts to allow proper airflow
3. Fire Extinguishers (if applicable)
 - Check fire extinguishers to ensure that they are fully charged
4. Garage Door
 - Check for proper lubrication of the door tracks and operation mechanism

5. Garbage Disposal
 - Clean disposal blades by grinding up ice cubes
 - Freshen disposal with baking soda and by grinding up citrus fruit rinds
6. Interior Caulking
 - Check for cracks or separations and mildew in caulking around sinks, bathtubs, toilets, faucets, countertops, and backsplashes, ceramic walls, resilient and ceramic floors, window sills, and any other areas originally caulked by JTECC
 - To repair these areas, use an appropriate caulking compound. Check with your hardware store for best product to use.
7. Range Hood Fan
 - Clean or replace dirty filter.
8. Smoke Detector
 - Test smoke detectors
 - Clean and/or vacuum detector openings as necessary
9. Shower and Tub Enclosures
 - Shower doors should not allow water outside the shower or tub area.

C. Monthly Exterior Checklist (to be completed every month)

1. Exterior Finishes
 - Clean stucco bi-monthly by hosing the exterior of the home. Follow the manufacturer's instructions.
 - Caulk hairline stucco cracks with a good latex caulk and then re-fog or repaint.
2. Landscaping and Irrigation
 - Follow your Landscaping Contractor's instructions for maintenance of your lawn.
3. Plumbing and Sewer
 - Locate and label the main waterline shut-off valve and show all family members how to close it in case of a plumbing emergency.
 - Locate sewer and clean out in case of backup.
4. Water Erosion
 - After the first heavy rain, check foundation for erosion and fill eroded areas. Ensure that splash-blocks are correctly positioned to divert rain water away from the home. Thereafter, always be on the alert for erosion and take immediate action to fill eroded areas.
 - Always maintain proper drainage.

D. Semiannual Checklist (to be completed every six months)

1. Cabinets and Hardwood Stair rails
 - Check drawers and hinges for proper alignment. Tighten and adjust as necessary.
 - Clean and apply a light coat of clear furniture polish. Keep water from accumulating.

2. Doors

- Check screws on door lockset and hardware and tighten as necessary.
- Lubricate bi-fold and by-pass doors as necessary with non-oil-based lubricant.
- Clean sliding door track and apply silicone or other non-oil-based lubricant spray to tracks as necessary.
- Lubricate moving parts of garage door with a non-oil-based lubricant.
- Maintain a weather-tight seal; inspect the joints between the doorframe and the exterior wall surface and re-caulk as necessary. Maintain and replace, as needed, the weather stripping on the sides and bottom of the door.
- Check and repair or replace weather stripping on exterior doors as necessary.
- Check and tighten door hardware and lubricate as necessary.
- Tighten all bolts on garage door.

3. Drainage

- Proper water drainage around the foundation will eliminate unnecessary stress on the foundation wall. Check to ensure that the soil around the foundation properly slopes away from the home.

4. Electric

- Test and reset all GFCI (Ground Fault Circuit Interrupter) receptacles.
- Check electrical extension and appliance cords. Replace frayed or split cords.

5. Exterior Finishes

- Check for cracks and voids in exterior caulking and re-caulk as necessary.
- Check exterior stucco surfaces for hairline cracks. To repair, follow the maintenance instructions.

6. Fencing

- Check wood or wrought iron fencing for peeling, discoloration or deterioration. Remove deterioration, apply primer, and repaint or touch up as necessary.

7. Fire Sprinkler System

- Periodically test the system and alarms, as required by local regulations. Contact the Fire Sprinkler Contractor for an estimate.

8. Gutters and Downspouts (if applicable)

- Clean out to prevent overflow onto walls. Prevent eave leaks and extend gutter life.

9. Furnace Filter Change

- Replace filter to remove dust and pollen from interior air to improve efficiency and reduce energy consumption.

10. Interior Finishes

- Check for cracks. Spackle or caulk cracks that are less than 1/8 inch, and repaint. Check with your hardware store for product to use.

11. Irrigation and Sprinklers
 - Direct water spray away from home; clean and adjust sprinkler valves as necessary
 - Maintain water usage in order not to damage other components to the home, lot, or surrounding homes.
12. Plumbing and Sewer
 - Check water supply lines and valves to sinks and toilets; tighten them if they are loose or leaking.
 - Clean out faucet aerators, spray nozzles, and drains.
 - Check pipes and drains for water leakage.
 - Clean drains to avoid backups.
13. Windows
 - Check sills for caulking cracks or separations and re-caulk as necessary.
 - Check weather stripping around windows and repair or replace as necessary.
 - Check windows for smooth opening and closing operation. Clean tracks and sweep holes. Lubricate as necessary with a non-oil-based lubricant.
 - Inspect window screens and repair or replace as necessary.

E. Spring Checklist

1. Air Conditioning System
 - Have HVAC Contractor perform seasonal maintenance check-up for summer. Check with the HVAC Contractor estimate.
 - Ensure that air supply registers are not blocked by rugs, draperies, and furniture.
2. Roofing
 - Visually inspect roof from the ground for loose, warped, torn, or missing shingles. Contact roofing contractor should repairs be required, and check with him for an estimate.
 - Hire a contractor, if applicable, to check skylights for loose flashing and gaps in caulking.
 - Inspect all roof areas that have vents, pipe penetrations, and sheet metal flashing for cracked sealant.
 - The homeowner should maintain any penetrations through the roof using caulking, asphalt tar, or roofing sealants; any loose tiles should be secured.

F. Fall Checklist

1. Air Conditioner
 - Start twice during winter months to keep mechanical parts from sticking.
2. Fireplace
 - Have chimney professionally cleaned periodically in accordance with the manufacturer's instructions. Check with Fireplace Contractor for estimate.
 - Check firebox for loose fire brick or mortar. Check with the Fireplace Contractor for an estimate.

3. Heating System
 - Have HVAC Contractor perform seasonal maintenance check-up for winter. Check with the HVAC Contractor for an estimate.

G. Annual Checklist

1. Attic
 - Check the attic to ensure that the soffit vents are not blocked with insulation and move insulation back to its original location if there are voids on the attic floor.
2. Deck (if applicable)
 - Check and tighten all deck bolts.
 - Replace damaged pickets, rails, and boards; replace warped boards that create a trip hazard.
 - Reseal wood surfaces with a preservative as necessary; check with your hardware store for the best product to use.
3. Septic Tank (if applicable)
 - Have system inspected by a certified contractor and pumped as needed.
4. Sump Pump (if applicable)
 - Clean sump pump; have system inspected by certified contractor as needed.
 - NOTE: (Some manufacturers recommend the sump pump be run and tested every two to three months; others recommend that a yearly cleaning program be completed before the rainy season. Follow the maintenance guide provided by the manufacturer.)

Section VII: Entire Agreement

This Limited Warranty represents the entire agreement between the parties regarding their duties and obligations under this Limited Warranty. You acknowledge that you have not relied on and will not rely on any representation made by any agent of Lago Los Serranos, or any affiliate of Lago Los Serranos regarding the condition or use of the home, or regarding the rights or duties of the parties under this Limited Warranty, unless the representation is in writing and signed by Lago Los Serranos' authorized agent.

Section VIII: Effective Date

This Limited Warranty shall be effective as of the date a copy signed by Lago Los Serranos' authorized agent is delivered to you and no sooner than the close of escrow.

ACKNOWLEDGEMENT: THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE READ THIS LIMITED HOME WARRANTY, UNDERSTAND ITS TERMS AND AGREE TO BE BOUND THEREBY.

Printed Name (s) _____
Signature (s) _____ Date _____

Printed Name (s) _____
Signature (s) _____ Date _____

Printed Name (s) _____
Signature (s) _____ Date _____

Printed Name (s) _____
Signature (s) _____ Date _____

Lago Los Serranos Lot # _____

By: _____ Date _____



Homeowner's Recommended Maintenance Schedule

Monthly Checklist

Item	What to Do/Look for	Frequency	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
Fire Alarms	Test every fire alarm/smoke detector in your home by depressing the "test" button; replace batteries as necessary	Monthly												
Fire Extinguishers	Inspect all Extinguishers; recharge as necessary	Monthly												
Drains	Inspect and clear all drains; flow water through each drain to ensure proper drainage	Monthly												
Garbage Disposal Unit	Run ice through the system while water is running	Monthly												
Outlets	Inspect all outlets and test all GFI units; if electrical problems are discovered, contact a professional immediately	Monthly												
Irrigation	Adjust your sprinkler/irrigation system to match the appropriate climate	Monthly												
Landscaping	Mow lawn 2 to 3 times per month; trim hedges, shrubs, trees as appropriate	Monthly												



Seasonal Interior Checklist

Item	What to Do/Look for	Frequency	Time of Year	Date	Results/Followups
Appliances	Keep appliances clean and maintained (per manufacturer's specifications)	As needed			
Sinks	Run water through infrequently used drains to clean the system's traps and prevent excessive bacteria buildup	Twice Yearly	Spring		
			Fall		
Cabinets	Inspect all cabinet hardware including hinges and drawer guides (lubricate-homeowner option)	Yearly	Spring		
Bathroom/kitchen grout	Inspect all grouted surfaces/clean and reseal with silicone-based sealer	Yearly	Spring		
Bathroom Seals	Inspect all seals around sinks, showers, tubs; if caulking is worn, damaged, or missing, repair or replace immediately	Yearly	Spring		
Walls	Look for nails that are beginning to pop out and cracks in the drywall; reset nails and patch holes and cracks	Yearly	Spring		
Outlets	Inspect all outlets; test all GFI units; if you discover electrical problems, contact a professional immediately	Twice Yearly	Spring		
			Fall		
Furnace Filter	The furnace is often the same unit as your AC system; replace the filter to ensure the cleanest possible air	Six times a Year			
Ventilation	Clean all vents and registers	Yearly	Spring		
Lubricate doors/locks	Check all <i>interior</i> door hardware; repair and lubricate as necessary	Yearly	Spring		
Water Heater	Consult the manufacturer's manual on executing a partial drain of the system; this helps to ensure the longevity of the unit; or you may consult a professional	Yearly	Spring		



Seasonal Exterior Checklist

Item	What to Do/Look for	Frequency	Time of Year	Date	Results/Followups
Ground Drainage	Inspect and keep clear; ensure proper drainage away from home	Twice Yearly	Spring		
			Fall		
Downspouts/rain gutters	Inspect downspouts and gutters; remove debris and clear flow of water off roof	Twice Yearly	Spring		
			Fall		
Decks (if applicable)	Inspect; patch cracks; apply sealer as necessary (if wood deck, reseal yearly)	Yearly	Fall		
Fences	Inspect hardware (hinges); lubricate as necessary	Twice Yearly	Spring		
			Fall		
Roof	Look for damaged or missing tiles; have them repaired or replaced by a professional roofer if necessary	Yearly	Spring		
Irrigation System	Inspect all sprinkler system components; ensure proper function, and make sure that sprinklers don't spray directly onto the house	Twice Yearly	Spring		
			Fall		
Exterior Siding	Look for damage or missing paint; fill in cracks and repaint as needed	Twice Yearly	Fall		
Windows	Keep weep-holes clear of debris; check weather seals; repair or replace as necessary	Twice Yearly	Spring		
			Fall		
Garage Door Units	Check for proper operation; lubricate and clean per manufacturer's specifications	Twice Yearly	Spring		
			Fall		
Concrete	Inspect walkways and driveways; fill in cracks with silicone or concrete filler as necessary	Twice Yearly	Spring		
			Fall		
Doors, locks, and sliding doors	Lubricate your <i>outside</i> doors and locks yearly to ensure smooth operation; vacuum tracks	Yearly	Spring		

Homeowner Recommended Appliance Information and Record Sheet



J T E C C

Item	Make	Model #	Serial #	Notes



J T E C C

Home Owner Walk Through Report

Builder: _____

Project Name: _____

Lot # _____

Homeowner: _____

Hm # _____

Phase #: _____

Address: _____

Cell # _____

City/State/Zip: _____

Wk # _____

Dear Homeowner:

To insure that nothing has been overlooked, please review the outline below. **Your signature on page #6** indicates acceptance of the house as tendered. This acceptance does not affect your rights to make warranty/customer service requests. Upon acceptance of home, it is important for the Homeowner to follow all routine maintenance practices on all household item materials used in building your home.

ENTRANCE / LIVING ROOM / DINING ROOM	FREE OF VISIBLE DEFECTS YES	DAMAGED OR NOTED CONCERNS
1. Cabinets-operation.		
2. Cabinets-finish.		
3. Doors, jambs & casings-plant and finishes.		
4. Drywall & baseboards-texture paint and finishes		
5. Electrical-half-hot outlets, lighting, fan boxes, telephone, cable and specialty wiring.		
6. Flooring-carpeting, hardwood, resilient floors, tile, brick, marble and stone. (*see note on Page 6)		
7. Fireplace mantel-finish.		
8. Windows & screens-operation, weep holes, heat loss and gain.		
Other: _____		

KITCHEN	FREE OF VISIBLE DEFECTS YES	DAMAGED OR NOTED CONCERNS
1. Appliances-finish manuals.		
2. Cabinets-operation.		
3. Cabinets-finish.		
4. Countertops & backsplashes-ceramic tile, granite, stone, plastic laminate & solid surface.		
5. Caulking-sinks, backsplashes.		
6. Doors, Jambs and casings-paint and finishes.		
7. Drywall and baseboards-texture paint and finishes.		
8. Garbage disposal-clear jams with wrench, reset button.		
9. Electrical-lights, receptacles and GFCI receptacles.		
10. Sinks & faucets-aerators, shutoff valves, P-traps.		
11. Windows & screens-operation, weep holes.		
Other: _____		

The items checked above for these room(s)/location(s) have been discussed to my understanding by a Professional Home Warranty Service Representative and all my mentioned concerns noted will be taken care of within five working days, or depending on nature of concerns. A 24/hour move-in clean notice is required after all repairs are completed and will be scheduled upon notification from agent.



J T E C C

Builder: _____
Homeowner: _____

Project Name: _____

Lot # _____

Phase #: _____

POWDER ROOM	FREE OF VISIBLE DEFECTS YES	DAMAGED OR NOTED CONCERNS
1. Cabinets-operation.		
2. Cabinets-finish.		
3. Countertops, backsplashes-ceramic tile, cultured marble, granite, stone, plastic laminate & solid surface.		
4. Caulking-sinks, tubs, shower/tub combos, shower enclosures and toilets.		
5. Doors, jambs and casings-paint and finishes.		
6. Drywall and baseboards-texture paint and finishes.		
7. Electrical-lights, fans and GFCI receptacles.		
8. Flooring-carpeting, hardwood, resilient floors, tile, brick, marble and stone. (*see note on Page 6)		
9. Medicine cabinets.		
10. Mirrors.		
11. Sinks & faucets-aerators, shutoff valves, P-traps, primary condensation drain line.		
12. Windows & Screens-operation, weep holes.		
13. Toilets-low flow, operation and adjustments.		

Other: _____

BATHROOM / HALLWAY / STAIRWAY	FREE OF VISIBLE DEFECTS YES	DAMAGED OR NOTED CONCERNS
1. Cabinets-operation.		
2. Cabinets-finish.		
3. Countertops, backsplashes-ceramic tile, cultured marble, granite, marble, stone, plastic		
4. Caulking-sinks, tubs, shower/tub combos, shower enclosures and toilets.		
5. Doors, jambs and casings-paint and finishes.		
6. Drywall and baseboards-texture paint and finishes.		
7. Electrical-lights, fans and GFCI receptacles.		
8. Shower enclosures.		
9. Tub, shower combos.		
10. Flooring-carpeting, hardwood, resilient floors, tile, brick, marble and stone. (*see note on Page 6)		
11. Mirrors.		
12. Sinks & faucets-aerators, shutoff valves, P-traps, primary condensation drain line.		
13. Windows & Screens-operation, weep holes.		
14. Toilets-low flow, operation and adjustments.		

Other: _____

BONUS OR LOFT	FREE OF VISIBLE DEFECTS YES	DAMAGED OR NOTED CONCERNS
1. Cabinets-operation.		
2. Cabinets-finish.		
3. Doors, jambs & casings-paint and finishes.		
4. Drywall & baseboards-texture paint and finishes.		
5. Electrical-half-hot outlets, lighting, fan boxes, telephone, cable and specialty wiring.		
6. Flooring-carpeting, hardwood, resilient floors, tiles, brick, marble and stone.(*see note on Page 9)		
7. Smoke detectors-AC power, battery backup, test button.		
8. Windows & screens-operation weep holes, heat loss and gain.		

Other: _____

The items checked above for these room(s)/location(s) have been discussed to my understanding by a Professional Home Warranty Service Representative and all my mentioned concerns noted will be taken care of within five working days, or depending on nature of concerns. A 24/hour move-in clean notice is required after all repairs are completed and will be scheduled upon notification from agent.



Builder: _____
Homeowner: _____

Project Name: _____

Lot # _____

Phase #: _____

LAUNDRY ROOM	FREE OF VISIBLE DEFECTS YES	DAMAGED OR NOTED CONCERNS
1. Cabinets-operation.		
2. Cabinets-finish.		
3. Doors, jambs & casings-paint and finishes		
4. Drywall & baseboards-texture paint and finishes.		
5. Electrical-lighting, fan.		
6. Flooring-carpeting, hardwood, resilient floors, tile, brick, marble and stone. (*see note on Page 6)		
7. Washer & dryer connections-smitty pan, and drain line breakout.		
8. Windows & screens-operation, weep holes, heat loss and gain.		
9. Gas connection-homeowner to supply and install.		
Other: _____		

BEDROOM 2	FREE OF VISIBLE DEFECTS YES	DAMAGED OR NOTED CONCERNS
1. Doors, jambs & casings-paint and finishes.		
2. Drywall & baseboards-texture paint and finishes.		
3. Electrical-half-hot outlets, lighting, fan boxes, telephone, cable and specialty wiring.		
4. Flooring-carpeting, hardwood, resilient floors, tile, brick, marble an stone. (*see note on Page 6)		
5. Smoke detectors- AC power, battery backup, test button.		
6. Wardrobe doors-operation		
7. Windows & Screens-operation, weep holes, heat loss and gain.		
8. HVAC-vent adjustment-air balancing.		
9. Walk-in closets-shelf and pole assembly.		
Other: _____		

BEDROOM 3	FREE OF VISIBLE DEFECTS YES	DAMAGED OR NOTED CONCERNS
1. Doors, jambs & casings-paint and finishes.		
2. Drywall & baseboards-texture paint and finishes.		
3. Electrical-half-hot outlets, lighting, fan boxes, telephone, cable and specialty wiring.		
4. Flooring-carpeting, hardwood, resilient floors, tile, brick, marble an stone. (*see note on Page 6)		
5. Smoke detectors- AC power, battery backup, test button.		
6. Wardrobe doors-operation		
7. Windows & Screens-operation, weep holes, heat loss and gain.		
8. HVAC-vent adjustment-air balancing.		
9. Walk-in closets-shelf and pole assembly.		
Other: _____		

The items checked above for these room(s)/location(s) have been discussed to my understanding by a Professional Home Warranty Service Representative and all my mentioned concerns noted will be taken care of within five working days, or depending on nature of concerns. A 24/hour move-in clean notice is required after all repairs are completed and will be scheduled upon notification from agent.



J T E C C

Builder: _____
Homeowner: _____

Project Name: _____

Lot # _____

Phase #: _____

MASTER BEDROOM / WIC	FREE OF VISIBLE DEFECTS YES	DAMAGED OR NOTED CONCERNS
1. Doors, jambs & casings-paint and finishes.		
2. Drywall & baseboards-texture paint and finishes.		
3. Electrical-half-hot outlets, lighting, fan boxes, telephone, cable and specialty wiring.		
4. Fireplace-gas valve, damper, gas logs.		
5. Flooring-carpeting, hardwood, resilient floors, tile, brick, marble and stone. (<i>*see note on Page 6</i>)		
6. Smoke detectors-AC power, battery backup, test button.		
7. Wardrobe doors-operation.		
8. Windows & screens-operation, weep holes, heat loss and gain.		
9. HVAC-vent adjustment-air balancing.		
10. Walk-in closets-shelf and pole assembly.		

Other: _____

MASTER BATHROOM	FREE OF VISIBLE DEFECTS YES	DAMAGED OR NOTED CONCERNS
1. Cabinets-operation.		
2. Cabinets-finish.		
3. Countertops & backsplashes-ceramic tile, cultured marble, granite, marble, stone, plastic, laminate & solid surface.		
4. Caulking-sinks, tubs, shower/tub combos, shower enclosures and toilets.		
5. Doors, jambs, and casings-paint and finishes.		
6. Drywall and baseboards-texture paint and finishes.		
7. Electrical lights, fans and GFCI receptacles		
8. Shower enclosures.		
9. Tub/Shower combos		
10. Flooring-carpeting, hardwood, resilient floors, tile, brick marble and stone. (<i>*see note on Page 6</i>)		
11. Medicine cabinets.		
12. Mirrors.		
13. Sinks & faucets-aerators, shutoff valves, P-traps, primary condensation drain line.		
14. Whirlpool tub-operation, GFCI reset button.		
15. Windows & screens-operation, weep holes.		
16. Toilets-low flow, operation and adjustments		

Other: _____

The items checked above for these room(s)/location(s) have been discussed to my understanding by a Professional Home Warranty Service Representative and all my mentioned concerns noted will be taken care of within five working days, or depending on nature of concerns. A 24/hour move-in clean notice is required after all repairs are completed and will be scheduled upon notification from agent.



J T E C C

Builder: _____
Homeowner: _____

Project Name: _____

Lot # _____

Phase #: _____

GARAGE	FREE OF VISIBLE DEFECTS YES	DAMAGED OR NOTED CONCERNS
1. Drywall finish-texture, paint.		
2. GFCI outlets-resetting, do not use for refrigerator or freezer.		
3. Hot water heater-lighting instruction, thermostat, pressure relief valve.		
4. Irrigation timer.		
5. Main door.		
6. Overhead door-safety devices, manual disconnects.		
7. Post tension or regular slab foundations- DO NOT CUT OR CORE POST TENSION SLAB!		
8. Re-circulation pump.		
9. Ventilation- do not obstruct vents.		
10. Water softener system/loop.		
11. Sewer cleanout.		

Other: _____

EXTERIOR	FREE OF VISIBLE DEFECTS YES	DAMAGED OR NOTED CONCERNS
1. A/C compressor-disconnect and operation.		
2. A/C secondary condensation drains.		
3. Attic ventilation-eave blocks, dormer vents, roof tile vents.		
4. Concrete-shrinkage cracks-surface discoloration.		
5. Doorbell.		
6. Doors.		
7. Electric panel-resetting breakers.		
8. Exterior finishes-door and window accents, paint, stucco and all wood trim.		
9. Fencing.		
10. Gas meter.		
11. Irrigation-shut off valve, sprinkler head adjustment.		
12. Landscaping-trees, sod/hydro seed, shrubs.		
13. Light fixtures		
14. Lot grade-swales & berms, surface/subsurface drainage.		
15. Masonry walls-expansion joints-weep holes		
16. Property line markers.		
17. Septic system.		
18. Sewer clean-outs.		
19. Slopes-erosion, ground cover.		
20. Stucco cracks-hairline cracks will occur, discussed industry standard.		
21. Water shutoffs-main shutoff valve, house shutoff valve, landscaping shutoff valve.		
22. Weather-stripping-adjustable/non-adjustable.		

Other: _____

The items checked above for these room(s)/location(s) have been discussed to my understanding by a Professional Home Warranty Service Representative and all my mentioned concerns noted will be taken care of within five working days, or depending on nature of concerns. A 24/hour move-in clean notice is required after all repairs are completed and will be scheduled upon notification from agent.



J T E C C

Builder: _____
Homeowner: _____

Project Name: _____

Lot # _____

Phase #: _____

Important Notice regarding the Re-sale or Renting of this home

Once escrow closes, and a period of time has passed if this home is to be re-sold or rented ACMI suggests the following:

- 1) **You (original owner) familiarize the new (purchaser(s), tenant(s) renter(s) with all items as discussed and explained to you (the original owner) during this walk-thru.**
- 2) **You (original owner) provide a copy of the homeowner's manual (provided to you at close of escrow) to the new acquired purchaser(s), tenant(s) renter(s) for their use and information.**
- 3) **All items on this walk-thru will be completed as noted. Any items submitted to ACMI by the new purchaser or tenant not noted on this walk-thru report will not be warranted, such as, damage by movers outside venders, abuse or negligence, or damage due to an unoccupied vacant home or vandalism.**

Initial _____

Important Flooring Note; Ceramic Tile and Natural Stone Installation- layouts and grout joint widths are determined by the tile-setter at the time of installation and are governed by the actual size and shape of the tile or marble and the exact dimensions of the areas to be covered. Tight joints cannot always be achieved, as allowances cannot be made for undulations in the floor or for variations in thickness of the tile or marble. When tile is installed on a step or raised area there may be an exposed edge of the tile void of color or glaze.

Small hairline cracks; may develop in ceramic or marble flooring or grout, particularly when installed over a concrete slab. There is no way to completely eliminate the characteristics that are inherent to concrete. Because small hairline cracks are not structurally significant, they are not considered an installation defect, and are not warranted. Ceramic tile and natural stone will not be installed under built-in appliances. Interior passage doors are cut to allow for carpeting, therefore when tile or stone are ordered there will be a gap under interior doors. Any imperfections or damage to the flooring must be noted at the time of homeowner walk-thru. Damage not noted at this walk-thru will be the homeowner's responsibility.

Initial _____

I (We) acknowledge that we have received the Attachment "A" ACMI Home Owner's Warranty and Non-Warranty Customer Service Program Introduction and Maintenance Requirements for this walk-thru, 23-pages.

Initial _____

The items checked above for these room(s)/location(s) have been discussed to my understanding by a Professional Home Warranty Service Representative and all my mentioned concerns noted will be taken care of within five working days or depending on nature of concerns. A 24/hour move-in clean notice is required after all repairs are completed and will be scheduled upon notification from agent.

By signing below, the undersigned homeowner(s) signature indicates that each of the items checked above have been discussed and demonstrated, as well as personally inspected and verified by homeowner(s) to be free of any defects or visible damage other than the item(s) listed on pages of this walk-thru form.

JTECC Service Representative

Homeowner (Signature)

GC Service Representative

Homeowner (Print Name)