



10 YEAR LIMITED WARRANTY

PROPERTY ADDRESS: _____

POSSESSION DATE: _____

EXCLUSIONS TO WARRANTIES:

This limited warranty does not cover consequential or incidental damages. The builder's total liability for deficiencies under this limited warranty is limited to the original purchase price of the home stated on the certificate.

The builder makes no implied warranty, including implied warranty of fitness or merchantability, or any other warranties, express or implied, in connection with the sale of the warranted home, and all such warranties are excluded, except as expressly provided in this limited warranty. There are no warranties which extend beyond the face of this limited warranty.



OVER 65 YEARS OF HOME BUILDING EXCELLENCE.

SECTION 1 – BUILDER'S LIMITED WARRANTY

To Whom Given. This Limited Warranty is extended to you as the owner of the home identified on the Certificate (front page) and is automatically transferred to subsequent owners for the unexpired term of the Limited Warranty.

Coverage Terms. The Limited Warranty commences on the date shown on the Certificate on the front page of this booklet.

LIMITED WARRANTY COVERAGE

COVERAGE DURING FIRST YEAR

The Builder warrants that for one (1) year, beginning on the Limited Warranty Commencement Date stated on the Certificate, the home will be free from defects due to noncompliance with the Performance Standards attached to and incorporated into this Limited Warranty.

COVERAGE DURING SECOND YEAR

The Builder warrants that during the second year after the Limited Warranty Commencement Date stated on the Certificate:

1. The electrical, plumbing, heating, cooling and ventilation systems of the home (exclusive of appliances, fixtures and items of equipment) will be free from defects due to noncompliance with the Performance Standards attached to and incorporated into this Limited Warranty; and
2. The home will be free from Major Structural Defects as defined in this Limited Warranty (Item C, Page 5).

COVERAGE DURING YEARS 3 THROUGH 10

Skogman Homes warrants the home for major structural defects for a period of 10 years from the date listed on the Certificate.

COVERAGE FOR COMMON ELEMENTS IN CONDOMINIUM STRUCTURES

Common elements serving condominium or cooperative units are also covered by this Limited Warranty. Common elements are covered for the same length of time as similar items which are part of a home, but the commencement date of the Limited Warranty period for common elements is determined by the earliest Limited Warranty date issued to the first owner in a condominium building.

CONSEQUENTIAL DAMAGES

Consequential damages are not covered by this Limited Warranty.

REMEDY

If a defect occurs in an item which is covered by this Limited Warranty, the Builder will repair or replace the defect. If a Major Structural Defect first occurs during the ten (10) year term of this Limited Warranty, the Builder will repair or replace the Major Structural Defect. Repair of a Major Structural Defect under this Limited Warranty is limited (1) to the repair of damage to the load-bearing portions of the home which is necessary to restore their load-bearing function, and (2) to the repair of those items of the home damaged by the Major Structural Defect which made the home unsafe, unsanitary or otherwise unlivable. The Builder's **total liability** for deficiencies under this Limited Warranty is limited to the original purchase price of the home as stated on the Certificate. The choice among repair or replacement is solely that of the Builder. Steps taken by the Builder to correct defects under this Limited Warranty shall not extend the time of this Limited Warranty.

OTHER INSURANCE OR WARRANTIES

In the event the Builder repairs or replaces any defect covered by this Limited Warranty which is covered by other insurance or warranties, the homeowner must, upon request by the Builder, assign the proceeds of such insurance or warranties to the Builder to the extent of the cost to the Builder of such repair or replacement.

RIGHTS OF THE HOMEOWNER

The limited warranty provided herein is the sole and exclusive warranty given by the Builder to the homeowner. **No other warranties, representations or promises, whether oral, implied or otherwise have been made by the Builder to the homeowner, or shall apply or control the rights of the parties in any way or manner whatsoever.**

EXCLUSIONS

This Limited Warranty shall not extend to or include or be applicable to:

- A. Defects in outbuildings including, but not limited to, detached garages and detached carports; site located swimming pools and other recreational facilities; boundary walls; bulkheads; fences; off-site improvements; or any other improvements not a part of or affixed to the home itself;
- B. After the first year of coverage, concrete floors of basements and concrete floors of attached garages that are built separately from foundation walls or other structural elements of the home;
- C. Loss or damage to real property which is not part of the home covered by this Limited Warranty and which may or may not be included in the original purchase price of the home as stated on the Certificate;
- D. Any damage to the extent it is caused or made worse by:
 - 1. Negligence, improper maintenance or improper operation by anyone other than the Builder, its employees, agents or subcontractors; or
 - 2. Failure by the homeowner or by anyone other than the Builder, its employees, agents or subcontractors to comply with the warranty requirements of manufacturers of appliances, fixtures and items of equipment; or
 - 3. Failure by the homeowner to give notice to the Builder of any defects within a reasonable time; or
 - 4. Changes of the grading of the ground by anyone other than the Builder may void portions of the warranties, or
 - 5. Changes, alterations or additions made to the home by anyone after the Limited Warranty Commencement Date stated on the Certificate; or
 - 6. Dampness or condensation due to the failure of the homeowner to maintain adequate ventilation;
- E. Loss or damage which the homeowner has not taken timely action to minimize;
- F. Any defect in materials or work supplied by anyone other than the Builder or his subcontractors; G. Normal wear and tear or normal deterioration;
- H. Loss or damage, not otherwise excluded under this Limited Warranty, which does not constitute a defect in the construction of the home by the Builder, its employees or subcontractors;
- I. Loss or damage caused by or resulting from accidents, riot and civil commotion, fire, explosion, smoke, water escape, falling objects, aircraft, vehicles, Acts of God, lightning, windstorm, hail, flood, mudslide, earthquake, volcanic eruption, wind-driven water and changes in the underground water table which were not reasonably foreseeable;
- J. Loss or damage caused by or resulting from seepage of water;
- K. Loss or damage caused by or resulting from soil movement for which compensation is provided by legislation or which is covered by other insurance;
- L. Insect damage;
- M. Any loss or damage or condition caused by, or related to, the presence of radon, indoor and/or outdoor environmental quality (which includes without limitation, fungi, spores, mold, candle soot, combustion products and/or byproducts, reaction to any single building material or combination of building materials, humidity and/or temperature) or other environmental pollutants.
- N. Any condition which does not result in actual physical damage to the home, including, but not limited to: uninhabitable or health risk due to the presence of hazardous or toxic on-site materials; O. Bodily injury or damage to personal property;
- P. Loss or damage caused by or resulting from abnormal loading on floors by the homeowner which exceeds design loads as mandated by codes;
- Q. Costs of shelter, transportation, food, moving, storage, or other incidental expenses related to inconvenience or relocation during repairs;
- R. Consequential damages (except where required by state law); and
- S. Any Request for Warranty Performance or insurance claim not filed in a manner set forth below in "Warranty Service" or "Insurance Claim Process".

WARRANTY SERVICE

REQUEST FOR WARRANTY SERVICE IN FIRST MONTH OF POSSESSION

In order for our service program to operate at maximum efficiency, as well as for your own convenience, we suggest you wait 30 days after you take possession to submit a request for warranty service. This allows you time to become settled in your home and thoroughly examine all components.

After possession, the homeowner with a warranty complaint should keep a list of items requiring repair or replacement. Approximately 30 days after possession, send the list to Skogman Homes to the attention of your Project Manager.

The Project Manager will make an appointment to review each item with you. The manager will send a letter stating which items will be covered by the warranty and if there are items not covered will explain why. Most items will be completed 21 days from appointment with the Project Manager. No warranty work will be authorized without receiving a written request from the homeowner.

Some items require written notice to our office either on **your pre-possession walk-through, or within 14 days of your possession**. Some of these are scratches in windows, glass doors, mirrors, light fixtures, counter tops, marble tops, cabinets, doors, wood trim, tubs and showers. Any stain of a floor covering whether it be carpet, wood, vinyl, or ceramic and any tear or hole in a screen or paint touch-up, requires written notice. The Builder is not responsible for repair or replacement of these items if written notice is not received in our office within 14 days of your possession.

EMERGENCY WARRANTY SERVICE

This is normally associated with; (1) loss of heat in the winter, (2) loss of electricity, (3) plumbing leak that requires water supply to be turned off, (4) total sewage stoppage, (5) or any situation that endangers the occupants of the home. If these occur, you should call our office at 363-8285 during business hours. After business hours, you should call the 24 hours service of the subcontractor using the phone number given at closing or the home phone numbers of the project managers.

WARRANTY SERVICE DURING FIRST YEAR OF POSSESSION

During the first year of possession, if the homeowner has additional requests for service work after the first 30 days of possession and after the homeowner has made a first request for service work, they should keep a list and send it to the service manager. Do not wait past the one year anniversary because some coverage may expire.

In conclusion, the homeowner will be able to turn in request for service 2 times during the first year (excluding emergency service which can be done at any time and the pre-possession walk-through.) One month and 11 months - no warranty work will be authorized unless a written request is received from the Homeowner.

TIME OF NOTICE OF CLAIM

Written notice of a defect in any item covered by this limited warranty must be received by Skogman Homes before coverage of that item expires. Coverage on certain items varies and you should check the standards for specific coverage items.

REQUEST FOR WARRANTY PERFORMANCE

If the homeowner disagrees with the Project Manager on a requested complaint, the homeowner should then submit a letter to the Skogman Management Committee, Attention: Hunter Skogman. This letter should state the defect, and which area it falls under in the warranty. The request should be received by Skogman no later than 10 days from the expiration of the warranty. The Skogman Management Committee will respond in writing as to their decision.

DISPUTE SETTLEMENT

Upon receiving the Request for Warranty Performance, the Management Committee will respond in writing as to their decision. If the homeowner still disagrees, Skogman will arrange for a meeting between the homeowner, builder and a neutral third party. The homeowner and builder will be bound by the arbitrator's decision.

Under the Magnuson Moss Warranty Act and under this Limited Warranty, suit may not be filed against the builder until the claim has been submitted to informal dispute settlement and a decision has been reached or a waiting period of 40 days has been exceeded for a decision, following the submission of a Request for Warranty.

BINDING ARBITRATION

The dispute will be submitted to the American Arbitration Association, or such other independent service. The arbitration will be conducted in accordance with the arbitrator's rules and regulations. The cost of the arbitration will be paid by the party who loses the arbitrator's decision. The arbitrator will have the right to split the cost of the fee. **The decision of the arbitrator shall be final and binding upon the homeowner and the builder.** Because this agreement provides for mandatory arbitration of disputes, if any party commences litigation in violation of this agreement, such party shall reimburse the other parties to the litigation for the costs and expenses including attorney's fees incurred in seeking dismissal of litigation.

RIGHT OF ACCESS

The homeowner must provide the builder with reasonable workday access during normal business hours to the property in order to perform the service work. Homeowner must also provide access to the defect. The homeowner is responsible to move furniture, appliances, boxes, or other personal items to allow workers reasonable access to the defect.

DEFINITIONS

Except as otherwise provided, the terms used in the Limited Warranty shall have the meanings assigned below.

- A. **Common Elements** – The structure, components of enclosure and any portion of the building, as described in the condominium documents, including, but not limited to, corridors, lobbies, rooms or other spaces, which are provided for use in common by the residents of the structure, with free or limited access, and limited access balconies. Common Elements also means electrical, plumbing, heating, cooling and ventilation systems serving two or more homes, and outbuildings containing part of such systems.
- B. **Home** – A single family house, or a Unit in a for sale multi-unit residential building of four (4) units or less in which title to the individual units is transferred to owners under a condominium.
- C. **Major Structural Defect** – Actual physical damage to any of the following designated load-bearing portions of the home caused by failure of such load-bearing portions which affects their load-bearing functions to the extent that the home becomes unsafe, unsanitary or otherwise unlivable:

Foundation systems and footings	Lintels	Floor Systems
Beams	Columns	Roof framing systems
Girders	Walls and partitions	

Damage to the following non-load bearing portions of the home may be covered by the Limited Warranty, but do not constitute a Major Structural Defect:

Roofing and sheathing	Concrete floors in attached garages and basements that are built separately from foundation walls or other structural elements of home	Paint
Drywall and plaster		Doors and windows
Exterior siding equipment		Trim
Brick, stone or stucco veneer		Cabinets
Floor covering material	Electrical, plumbing, heating, cooling and ventilation systems	Hardware
Wall tile and other wall coverings		Insulation
Non-load bearing walls and partitions	Appliances, fixtures and items of equipment	

- D. **Performance Standards** – The locally applicable building codes, special standards developed by Skogman Homes, locally accepted building practices and performance standards which describe the builder's obligation for specific defects under the Limited Warranty.
- E. **Systems** – Exclusive of appliances, fixtures and items of equipment, include the following:
 - 1. Plumbing Systems – Gas supply lines and fittings; water supply, waste and vent pipes and their fittings; water, gas and sewer services piping and their extensions to the tie-in of a public utility connection.
 - 2. Electrical System – All wiring, electrical boxes, switches, outlets and connections up to the public utility connections.
 - 3. Heating, Cooling and Ventilation Systems – All ductwork, refrigerant lines, registers, connector, radiation elements and dampers.
- F. **Certificate** – Front page of Limited Warranty Book.

GENERAL PROVISIONS

- A. Should any provision of this Limited Warranty be deemed unforeseeable by a court of competent jurisdiction, that determination will not affect the enforceability of the remaining provisions.
- B. This Limited Warranty is to be binding on the Builder and the homeowner, their heirs, executors, administrators, successors and assigns.
- C. Use of one gender in this Limited Warranty includes all other genders; and use of the plural includes the singular, as may be appropriate.
- D. This Limited Warranty is to be covered by and constructed in accordance with the laws of the state in which the home is located.

SECTION 2 - PERFORMANCE STANDARDS

HOMEOWNER'S RESPONSIBILITIES

Damage caused or made worse by homeowner's negligence, improper maintenance, or improper operation is expressly excluded under this Builder's Limited Warranty.

PERFORMANCE STANDARDS – TOPIC INDEX

The Performance Standards list specific items (defects) within each separate area of coverage. It covers workmanship and materials as well as systems. The standards are expressed in terms of performance criteria.

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1. DRAINAGE – COVERAGE: 1 YEAR

AREA: WORKMANSHIP AND MATERIALS

The final grade is established by the construction department as part of an overall plan. The site is surveyed at several points in the grading process to insure adherence to the specifications. The primary concern is to establish drainage away from the home.

Under normal weather conditions, yard should have no standing water 24 hours after a rain except in swales where 48 hours may be anticipated. No grading determination will be made while the ground is frozen or saturated.

In most cases, drainage swales do NOT follow property boundaries. Typically, a lot will receive water from and/or pass water on to other lots. For this reason, homeowner changes in grade often affect those adjacent to or near them. Skogman Homes advises homeowners against making such changes.

Due to weather conditions, especially during winter and early spring, it may happen that the final grade has not been established at the time of closing. As soon as conditions permit, grading work will continue. In these circumstances, homeowner should check on the status of grading prior to beginning landscaping.

Homeowner is cautioned that rototilling the site will often significantly change drainage swales, as will erosion resulting from the site remaining unlandscaped for a long period. If rototilling is done, it should be done parallel to the swales, rather than across them.

New sod installation and the extra watering that accompanies it can cause temporary drainage problems, as can usually severe weather conditions.

Skogman Homes will inspect problems reported in writing during the one year warranty period and advise homeowner as to corrective actions which might be taken.

Backfilled or excavated areas around foundation and at utility trenches should not interfere with the drainage away from the house. If these areas settle, Skogman Homes will fill the settled area once during the first year. Maintaining positive drainage away from the home is a homeowner/homeowner association responsibility. Skogman Homes will fill sunken areas under concrete once during the first year. (Continued on next page.)

Drainage Coverage Continued...

Maintenance of positive drainage away from the foundation and concrete slabs is a homeowner responsibility. Failure to maintain these areas can result in damage to the foundation and void your Structural Warranty. Homeowner should expect some settling of backfill soils.

Sod and Seed. New sod requires constant watering the first week to 10 days. After this period you can gradually decrease this until you are watering 1" a week. Hot windy days can dry sod out very quickly. You need to water thoroughly during these time periods.

New seed takes more care than sod. It needs to be lightly watered everyday for 30 days. Watering a little more as the seed begins to grow. Seed will not give you full coverage in one season. You should reseed every spring and fall for two years to get a healthy looking yard.

2. CONCRETE – COVERAGE: 1 YEAR

AREA: WORKMANSHIP AND MATERIALS

Flatwork (Basement and garage floors; porch, patio, driveway and sidewalk). Movement of the basement slab results in cracking. If such cracks reach 3/16" in width, or 1/8" in vertical displacement, Skogman Homes will patch or repair one time during the warranty year. Subsequently, floor slab maintenance is a homeowner responsibility.

Similar to basement slab, garage slabs, porches, and patios are designed to "float," i.e., they can move without affecting the foundation. Movement of these and resulting cracking will be minimized by proper installation and maintenance of landscaping. Skogman Homes will seal cracks that reach ¼" in width or vertical displacement one time during the warranty year.

Concrete slabs are not replaced due to cracking with less than ¼" in width.

Moderate settling (less than 2"), heaving and/or cracking of porch or patio slabs can require cosmetic repairs, which Skogman Homes will provide during the warranty period.

Excessive settling (2" or more), heaving and/or cracking should be reported in writing so that an inspection can be made. If homeowner changes in grading, drainage or landscaping has caused the damage, corrective measures will be suggested, but homeowner will be responsible for their implementation. Settling, heaving, or cracking will be deemed excessive if it results in negative (toward the house) drainage, or hazardous vertical displacement.

Repeated hosing of concrete for cleaning animal urine, radiator overflow, fertilizer, failure to shovel snow and ice, ice melting agents, or road salts from vehicles are some of the causes of spalling (chipping of concrete surface). Skogman Homes is not responsible for repair of spalling concrete. Skogman Homes does not warranty that all concrete will be a uniform color.

De-Icers. DO NOT USE DE-ICERS. Avoid any de-icing chemical especially in the first winter. The only safe material to use to make the concrete surface skid resistant is plain sand. Concrete is a porous substance, salt can damage concrete surfaces no matter what the age of the concrete. Skogman never recommends the use of de-icers on concrete.

3. FOUNDATION WALLS – COVERAGE: 1 OR 3 YEARS

AREA: WORKMANSHIP AND MATERIALS

Shrinkage of backfill cracks is not unusual in basement or foundation walls, especially at the corners of basement windows. Skogman Homes will repair (as needed) cracks which are in excess of 1/8" or any cracks which are permitting water to enter the basement for **3 years** from Certificate date, provided the homeowner has complied with landscaping requirements. Skogman Homes does not repair wall cracks that are not leaking.

Slight "honeycombing," cold joints, or imperfections in the foundation walls caused by variations or minor flaws in concrete forms will not be repaired.

Slight dampness may be experienced in corners of the basement with restricted air flow. However, correctly installed landscaping will prevent excessive amounts of moisture. A floor fan will circulate the air and minimize the problem. If your home has an outside air intake, it should be closed in the summer. A dehumidifier will help dry out a basement and may be required in the summer. Standing water should be reported to Skogman Homes for inspection and action. **Coverage for this is one year.**

BASEMENT MOISTURE

Basements are considered an unfinished space. It is possible at anytime during the life of the home to have a malfunction of the sump pump or a crack that could leak moisture into the basement. All owners are advised to store any perishable or valuable items off the floor. Skogman Homes will make the necessary repair to the original structure as sold to the buyer for the applicable warranty period. Skogman Homes does not warrant secondary damage, i.e. personal belongings or areas furnished by the owner. These items must be covered by the owner or his/her insurance. Homeowners are responsible for checking with their own individual insurance carriers as to the coverage regarding a sump pump Ryder.

Skogman Homes recommends the use of a dehumidifier to control humidity in the lower level especially in the first year of home ownership (this could include winter months).

4. MASONRY – COVERAGE: 1 YEAR

AREA: WORKMANSHIP AND MATERIALS

Small hairline cracks due to shrinkage are common in mortar joints in masonry construction. Cracks greater than 3/8" in width are considered excessive.

Skogman will repair cracks in excess of 3/8" by pointing or patching. These repairs shall be made during the first year of the Limited Warranty period. Builder will not be responsible for color variation between old and new mortar.

5. CARPENTRY FRAMING AND FINISH CARPENTRY – COVERAGE: 1 YEAR

Walls which bow or are out of plumb in excess of 1/4" within a 32" measurement will be repaired so as to meet this standard.

Uneven floor joists causing a ridge or depression in excess of 1/4" within a 32", measuring perpendicular to the high or low area is a defect. Skogman Homes will repair the floor to meet this standard.

Floor squeaks. A squeak proof house cannot be assured. Squeaks can be caused by the natural movements of the lumber. An isolated floor squeak is not a defect unless caused by a loose sub floor. A large area of floor squeaks which is noticeable is a defect. Skogman Homes will make the repairs to eliminate these.

Some separations at joints in interior moldings are normal and are to be expected. Separation in excess of 1/4" is excessive and we will make the standard.

Joints between exterior trim pieces including masonry and siding shall not be in excess of 3/8". Skogman Homes will repair open joints to meet the standard. In all cases, the exterior trim/siding will perform its function of keeping elements out of the home in normal weather conditions.

Loose siding due to improper installation is a defect. We will replace or repair siding in these cases. The builder is not responsible for discontinued colors or styles. The builder does not warrant siding installations if the defect was caused by extreme weather conditions, or wind damage.

CAULKING AND WOOD PUTTY – COVERAGE ONE TIME DURING FIRST YEAR

All building materials are subject to expansion and contraction caused by changes in temperature and humidity. Dissimilar materials expand or contract at different rates. The result is cracks in mitered corners, where tile grout meets the tub and where the vinyl floor meets the tub, etc. This can be alarming, but is normal. This is the most noticeable in the first year, but may continue beyond that. Skogman Homes will replace or repair painted miters once during the first year.

6. INSULATION AND MOISTURE – COVERAGE: 2 YEARS

AREA: WORKMANSHIP AND MATERIALS

This warranty assures that your insulation will meet the applicable energy code requirements:

Unfinished Basement Walls R-19

Ceiling R-49

Finished Walls R-21

Air infiltration from electrical outlets-fireplace units and recessed lights is not considered a defect. Steps have been taken to minimize this during construction. Condensation or frost on fireplaces or windows is a sign of too much humidity in the home. If you contact our office, we can give you ideas on how to reduce these levels.

Roof leaks are covered for **3 years**; however, this warranty does not cover ice build-up on the roof. During prolonged cold spells, ice can block gutters and valleys. The freeze thaw cycle can cause water to back up under shingles or flashings. This is a homeowner's responsibility to prevent ice build-up. The builder is not responsible for color variations when replacing shingles is required.

ROOF LOUVERS AND VENTS – COVERED 3 YEARS

The Skogman warranty covers roof leaks due to improper installation of roof vents and louvers for 3 years. The builder does not warrant properly installed vents and louvers that would allow wind driven snow or rain to accumulate in an attic.

GUTTERS – COVERAGE 1 YEAR

Gutters and downspouts should not leak, but gutters may overflow during heavy rains. Gutters may not completely drain; however, if free from debris, gutters should not have water depth that exceeds 3/4". The builder will make repairs to meet these standards.

7. DOORS AND WINDOWS – COVERAGE: 1 YEAR

WORKMANSHIP AND MATERIALS

Some warping, bowing or twisting is normal in exterior and interior doors during the various heating and cooling season. Such movement should not exceed ¼” measured diagonally from corner to corner.

Shrinkage of door panels that show bare wood is only seen with panel inserts. This is caused by shrinkage of panels after staining, and is normal. Skogman will touch up once during the first year.

A split in the door veneer will be replaced if greater than 1/16”.

Glass and breakage or tears in window screens are not covered by the warranty, unless you notify our office within 14 days of your possession. Windows should operate with a reasonable ease and locks should perform as designed.

Condensation or frost on windows is normally a sign of too much humidity in the home. Drapes & blinds fully closed reduces air flow to windows and will increase condensation in winter months. If you contact our office, we can give you ideas of how to reduce these levels. Quick fixes would be to turn down or off your humidifier.

Run bath fans longer or open windows for short periods of time to let stale humid air out and fresh drier air in. This condition is not a defect or covered by this warranty.

STORM DOORS

Metal front doors can warp when a storm door is applied without proper ventilation. Buyer must open storm vents to prevent damage to front doors.

GARAGE OVERHEAD DOOR

The garage door should operate smoothly and with reasonable ease. The door can become misaligned and require adjustment, which Skogman Homes will provide during the first year.

Garage overhead doors cannot be air tight and typically, some light will be visible around the edges or across the top of the door.

Dents in garage overhead doors noted in the first two weeks after possession will be repaired. Touch-up paint may not match exactly.

Homeowner Hints

Skogman Homes suggests that on a yearly basis, light gauge oil could be applied to track, rollers and hinges.

8. FINISHES – COVERAGE : 1 YEAR

AREA: WORKMANSHIP AND MATERIALS

DRYWALL

Some slight cracking, nail “pops” and/or drywall seams may become visible in walls and ceilings. These occurrences are normally caused by the shrinkage of the wood to which the drywall is attached.

One time during the warranty period, Skogman Homes will make needed drywall repairs and touch-up paint. Such touch-up may not match original paint exactly. REPAIRS WILL NOT BE MADE ON FLAWS WHICH

ARE ONLY VISIBLE UNDER PARTICULAR LIGHTING CONDITIONS.

If the drywall repair is the result of a plumbing leak or other warranty-based repair, Skogman Homes will assume the cost of repairing the area of drywall. RESTORING CUSTOMER PAINT COLORS OR WALLPAPER IS A HOMEOWNER RESPONSIBILITY.

PAINT/STAIN INTERIOR

Skogman Homes will touch-up paint only as indicated on the walk-through list and if we’re notified in the first 14 days of possession. HOMEOWNERS WILL RECEIVE A SAMPLE OF THE INTERIOR PAINT USED FOR SUBSEQUENT TOUCH-UPS. THIS PAINT SHOULD BE STORED SO AS NOT TO BE AFFECTED BY FREEZING TEMPERATURES.

Paint touch-ups are sometimes visible under certain lighting conditions.

For details on touch-up needed as a result of repairs see individual categories of Drywall, Plumbing, etc. Stain, due to wood characteristics, color variation will result when stain is applied. There will be no repair or replacements on such variations.

PAINT EXTERIOR

Skogman Homes paints the exterior foundation one time (in some price points). We will provide extra paint (upon request) for any touch-up of the foundation paint.

Fading of exterior paint can be expected due to the effects of sun and weather.

Wood trim will develop some minor cracks and raised grain as it ages and dries. Much of this will occur during the first year. Raised grain can result in peeling paint; however, this is not due to a defect in materials or workmanship. Paint maintenance of wood trim and gutters is the homeowner’s responsibility.

Wood trim painted white or light color will more readily show grain and cracks and will therefore require additional maintenance.

Skogman will warrant peeling paint on wood surfaces for a period of one year.

9. FLOOR COVERING – COVERAGE: 1 YEAR

Your color selection sheets are your record of the brand, style, and color of floor covering in your home.

CARPET

Although carpet seams will be visible, no gap or fraying is acceptable. Edge of carpet against base moldings and along edges of stairs should be held firmly in place. **Stains or spots noted on the walk through list or within 14 days of possession will be corrected by cleaning, patching, or replacement.**

Homeowner should refer to manufacturer's recommendations on carpet care for additional information. Most manufacturers require carpet to be professionally cleaned once a year by a certified leaning company. Home owners should maintain record of this.

HARDWOOD FLOORS

Natural wood has small knots, mineral streaks and variations in grain. These are normal characteristics of wood and are part of their natural beauty. Some wood species have significant changes in grain patterns and color.

Natural wood floors will scratch and have indentations from normal usage. Chair pads and rugs in high traffic areas help prevent serious damage to the wood. Because of climatic conditions swelling and/or shrinkage of hardwood floors is common. These conditions are the result of a change in moisture content in the wood and are not warranted.

PRE-FINISHED HARDWOOD FLOORS

- All of our floors are finished with polyurethane embedded with aluminum oxide providing a very durable finish. Under normal use, you should only need to do periodic buffing of the top layers and adding a new coat of finish. Our multiple layers with aluminum oxide will protect the wood from serious damage for many years.
- In general, your pre-finished floor will be a low maintenance part of the home requiring only typical maintenance such as sweeping or dust mopping once a week or more. Do not use vacuums with beater bars.
- When using planks from 3" to 5" in width, the floor can shrink enough to create a gap at the joint the thickness of a dime to ¼" depending on the size of the wood plank. It will then swell back to its original condition during the summer season. If the shrinkage becomes larger than a dime, you need to increase the humidity in your home. If the floor buckles at the edges, you need to reduce the humidity. Please note that just as it takes time for the wood to dry and then shrink, it will also take the same amount of time for the humidity to draw back into the wood and expand it.
- Some minor scratches similar to what occur during normal use are tolerated during and after construction. We do not consider these claims, but if any construction scratches or dents are significantly worse than those that occur during normal usage, we will repair these as needed during the warranty period. **Please note that any scratches that are requested to be reviewed should be done so no later than 14 days after possession.**

JOB-SITE FINISH HARDWOOD FLOORS

- Excessive separations (cracks in excess of 1/8" or ¼" if planks are 3" to 5") that occur between hardwood floor segments will be repaired by filling and staining. Wood floors may show nicks, dents, and moisture damage caused by normal wear and tear. Gouges or scratches noted at the time of the walk through will be filled and stained.
- Cupping of a wood floor is due to too much humidity in a home. This must be monitored by the homeowner and is not covered under warranty by Skogman Homes.
- Moisture is difficult to regulate in a new home but too much moisture will cause cupping and too little will cause excessive gaps. This will be up to each owner to try to balance the humidity for a healthy house.

VINYL

Vinyl floor covering should adhere; lifting or bubbling will be repaired. In the event that nail pops should appear on the surface of vinyl, these will be repaired.

In any situation which requires replacement, Skogman Homes will not be responsible for discontinued patterns or colors.

Seams will occur and are sealed at the time of installation; there should be no gaps or curling at seams.

Ridges may appear in vinyl floors. Those exceeding 1/8" will be repaired in the first year. This is measured with a 6" straight edge placed over the ridge with 3" of the straight edge on one side of the defect held tightly to the floor. Most vinyl repairs will be made by patching the defective area per the manufacturer's recommendations.

Ceramic Tile (Floor, Counters, Tub & Shower).

Cracks appearing in grouting of ceramic tiles at joints or junctions with other materials are commonly due to normal shrinkage conditions. Skogman Homes will repair grouting, if necessary, one time during the first year. Any grouting or caulking that is needed after that time is considered homeowner maintenance. Skogman Homes is not responsible for color variations in grout or discontinued colored grout. Sealing grout is a homeowner's responsibility.

10. FIREPLACE – COVERAGE: 1 YEAR

AREA: WORKMANSHIP AND MATERIALS

Fireplaces are not intended to be the sole heat source in the home. The fireplace should function properly when Skogman Homes and/or manufacturer's directions are followed. Although extremely high winds can result in a downdraft, this condition should be temporary and occasional. The cause of continuous malfunction will be determined and corrected by Skogman Homes.

Discoloration of the firebox or brick is the normal result of use and requires no corrective action. Mortar style fireplaces may develop cracks due to temperature changes and other factors and is not a warranty item.

The inherent construction of a fireplace with an 8" pipe open to the outside and a 3" fresh air vent will guarantee a cold surface during extreme winter weather (wind or cold). Skogman Homes will verify that a fireplace has been installed properly but will take no action against a unit that feels cold.

Glass Doors

Damage to glass doors when included with the home, will be corrected if noted within 14 days of possession. Homeowner should follow manufacturer's instructions for using glass doors.

NORMAL SHRINKAGE OF MORTAR MAY RESULT IN HAIRLINE CRACKS IN MASONRY. Such cracks will be repaired, if they are in excess of 1/8" in width. Pointing or patching, when required, will be done, matching the color as closely as possible.

The chase of the fireplace will meet manufacturer's recommendations on size and height. In normal weather conditions, this should operate properly. In windy conditions, this can cause negative draft situations. Skogman will correct only if it's a problem with the height of the flue or installation of the fireplace.

11. EQUIPMENT - COVERAGE: 1 YEAR

AREA: WORKMANSHIP AND MATERIALS

CABINETS

Cabinets (drawers, doors, etc.) should operate properly under normal use. Doors, drawer fronts and handles should be level and even. Warped doors or drawer fronts will be corrected if warping is in excess of 1/8" within any 24" distance. Gaps between cabinets, cabinets and ceilings, cabinets and walls will be corrected if they are in excess of 1/8"; locations behind appliances accepted.

Readily noticeable variations in wood grain and color are expected in all style selections. Replacements will not be made due to such variations.

Only those chips, scratches and other flaws in surfaces which are noted on the pre-closing walk through list or within 14 days of possession will be repaired.

COUNTERTOPS

Separations of countertops at walls and where backsplash meets the counter are the result of normal shrinkage of materials. Separation at the wall or at the counter will be repaired at one time; this repair is done by caulking and subsequently will be a homeowner responsibility. It is important to keep moisture from reaching the wood under the Formica to prevent warping.

Laminated Countertops. Laminated countertops, typically, will have one or more discernible seams. There should be no gap at the seams, however. **Any major surface imperfections, i.e., chips, cracks, scratches, burns reported on the walk through list or within 14 days of possession will be repaired.** Any damages not on the walk through list will be the homeowner's responsibility.

Solid Surface Countertops. Solid Surface countertops should be installed without chips or gouges. Edges should be smooth and even. Where backsplash joints occur at corners, the top edges should be even with 1/16". Skogman does not warrant color variation in granite and similar surfaces.

12. PLUMBING – COVERAGE: 1 YEAR

AREA: WORKMANSHIP AND MATERIALS

All drains and sewer lines should operate freely. Obstructions resulting from construction debris will be corrected by Skogman Homes. Skogman Homes will correct clogged drains that occur during the first 30 days after

closing. Obstructions shown to be the result of homeowner action will be corrected at homeowner's expense. **Coverage for 30 days.**

Skogman Homes will repair leaks in the plumbing system. If a plumbing leak, caused by a warranty item, results in a drywall or floor covering damage, this will be repaired by Skogman Homes. **NO ADJUSTMENTS WILL BE MADE FOR SECONDARY DAMAGES (i.e., WALLPAPER, DRAPES, AREA RUGS, FURNITURE, PERSONAL BELONGINGS, DRYWALL AND TRIM AND FLOOR COVERINGS INSTALLED BY THE BUYER OR HIS SUBCONTRACTOR.)** Homeowner insurance may cover these items. **Coverage for 1 year.**

Provided the home is heated at a normal level, pipes should not freeze. Heat should be set at 65 degrees when you're away during the winter months. Garage doors should be kept closed to protect plumbing lines which may run through this area.

OUTSIDE FAUCETS MUST HAVE HOSES REMOVED BEFORE COLD WEATHER. Skogman Homes will repair any problems with these faucets noted on the walk through list or within 14 days of possession. Subsequent to walk through, any repairs will be the homeowner's responsibility.

Any fixture damage noted on the walk through list or in the first 14 days will be repaired. Chips, scratches, etc., reported 14 days after possession will not be repaired. Homeowner is responsible for following manufacturer's directions for caring for fiberglass products.

If basement is finished, care should be taken to insure that the plumbing lines in ceilings are not isolated from heating source without insulation being added.

SUMP PUMPS

All homes are equipped with sump pumps. You should run water in the pit once a month to test the pump. This will also lubricate the parts. The pump is fully warranted for one year.

When possible, Skogman Homes has buried your sump line to the storm sewer. This is not below the frost line and may freeze in cold weather. The homeowner should run a hose over ground until warmer temperatures allow you to connect your sump back to the underground system.

Homeowners need to keep the discharge free of ice. If the pump cannot discharge the water, it will overheat the motor.

All owners are advised to store perishable items off the floor in case the sump should malfunction.

13. HEATING AND COOLING – COVERAGE: 1 OR 2 YEARS

AREA: WORKMANSHIP AND MATERIALS

HEATING

Heating systems will be installed in accordance with local building codes, as well as engineering designs of the particular model home. Adequacy of the system is determined by its ability to establish a temperature of 70 degrees, as measured in the center of the room, five (5) feet above the floor. In extremely cold temperatures (ten degrees below, or colder), the system should maintain a temperature differential of 85 degrees. Thermostats are calibrated to within plus or minus one degree. **Coverage for 1 year.**

High efficiency furnaces have intakes that may be close to the ground. These can be blocked with snow in the winter or birds nests in the summer. Both will shut the furnace down. It is an owner's responsibility to make sure air intakes are kept open. A service call to open the air intakes is not a warranty item.

Expansion or contraction of metal ductwork will typically result in some ticking or popping sounds. It is not always possible to eliminate these sounds. **Coverage for 1 year.**

Although your heat system is not a "sealed system," the ductwork should remain attached and securely fastened. If it becomes unattached, Skogman Homes will repair as needed. **Coverage for 2 years.**

It is the responsibility of the homeowner to change furnace filters quarterly or as needed.

AIR CONDITIONING

The air conditioning system should be capable of maintaining a temperature differential of 15 degrees from the outside temperature, measured in the center of each room at a height of five (5) feet above the floor. Temperature settings below 78 degrees are often possible, but are not promised by the manufacturer or Skogman Homes. **Coverage for 1 year.**

Lack of air conditioning service is not an emergency. Problems will be handled by the heating/air conditioning contractor as quickly as possible, in the order received. During the "busy season", this may mean a wait of up to a week. The outside temperature must be 55 degrees or higher for Freon to be added to the system. It is important to maintain the A/C compressor close to a level position. If it "settles" during the warranty period, Skogman Homes will correct. Following that time, homeowner must maintain. **Coverage for 1 year.**

It is the responsibility of the homeowner to keep the air conditioner compressor free of debris and dirt.

14. VENTILATION – COVERAGE: 1 YEAR

AREA: WORKMANSHIP AND MATERIALS

AIR DISTRIBUTION

Noisy Ductwork. When metal is heated, it expands and when cooled, it contracts. The result is "ticking" or "crackling" which is generally to be expected. The builder assumes no responsibility for this action. It is normal.

Oil Canning. The stiffening of the ductwork and the gauge of the metal used shall be such that ducts do not "oilcan". The booming noise caused by "oil canning" is not acceptable. Builder will correct to eliminate this sound.

15. ELECTRICAL – COVERAGE: 1 YEAR

AREA: WORKMANSHIP AND MATERIALS

If electrical outlets, switches, fixtures or electrical wiring fails to carry its designed load, it will be repaired to meet specifications.

Electrical boxes on exterior walls may produce cold air flow through the outlet. Skogman Homes has taken steps to minimize this. It is normal and no action will be taken by Skogman Homes.

Light fixtures are installed in the locations indicated on the house plans, and will not be moved by Skogman Homes. Hanging fixtures are installed with chain or down rod, as delivered. Homeowner will be responsible for adjusting the length, if not satisfactory. Homeowner is responsible for replacing any burned out bulbs other than those listed on the walk through.

Fixtures which are noted as damaged on the walk through list will be repaired or replaced. There is no warranty on fixtures purchased at a discount or supplied by the homeowner from another source.

GFI Breaker. The Ground Fault Interrupter is required by building code as a safety feature. The electrical outlets in the bathrooms, kitchen, the garage, and exterior are connected to this breaker. It is a sensitive system that trips easily to prevent electrical shock in these locations. The test/reset buttons (on one of the outlets on the system) control the entire system.

Homeowner Hints: Do not plug your food freezer into the GFI outlet in your garage. If you lose power to each of these outlets, check that the test button has not been engaged.

Power surges are the result of local conditions beyond the control of Skogman Homes. These can result in burned out bulbs.

PHONE PREWIRE

Each home has telephone jacks. Having the final phone service connections made is the owner's responsibility. Moving outlets for decorating purposes or convenience is an owner expense. If an outlet is positioned so that a phone cannot be installed (example, kitchen wall phone interfering with countertop or cabinets), Skogman Homes will correct.

APPENDIX A – MODEL CODES

BOCA Basic Building Code, Building Officials Code Administrators International, Inc.
National Building Code, American Insurance Association
Standard Building Code, Southern Building Code Congress
Uniform Building Code, International Conference of Building Officials
One and Two Family Dwelling Code, Under the Nationally Recognized Model Codes

Mechanical Codes

Uniform Building Code, Volume II, Mechanical, International Conference of Building Officials
BOCA Basic Mechanical Code Building Officials & Standard Mechanical Code, Southern Building Code Congress

Plumbing Codes

Standard Plumbing Code, International Association of Plumbing & Mechanical Officials
Uniform Plumbing Code, International Association of Plumbing & Mechanical Officials
BOCA Basic Plumbing Code, Building Officials & Code Administrators International, Inc.

Electrical Codes

Electrical Code for One or Two Family Dwelling, National Fire Protection Association
National Electrical Code, National Fire Protection Association



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