



JERRY'S HOMES, INC.

WARRANTY MANUAL



INTRODUCTION

THIS WARRANTY MANUAL IS INTENDED TO SERVE AS A REFERENCE GUIDE TO PROCEDURES AND SERVICES OFFERED BY JERRY'S HOMES, INC.

Detailed information about your new home, warranties, and maintenance procedures are outlined for you in this manual. We suggest you take some time to familiarize yourself with the information provided.

A Platinum 12•5•10 Limited Warranty provided by Jerry's Homes covers your home. Information on the Platinum 12•5•10 Limited Warranty can be found in this Warranty Manual. Please review the warranty and if you have questions before you move in, contact your Sales Representative. Terms of the Platinum 12•5•10 Limited Warranty as set forth herein cannot be amended, altered, or affected by statements made by any Sales Representative.

After you have moved in to your new home, you will find that our policy of Customer Satisfaction continues. This policy is designed to ensure that you enjoy living in your home as much as you did selecting and purchasing it! You may contact the Jerry's Homes Warranty Department with questions or to request warranty service after you have moved in.



WELCOME

Jerry's Homes has constructed your home with carefully selected materials and the efforts of experienced craftsmen and laborers under the supervision of our field personnel, along with the administrative support of our office personnel. Although this group works from detailed plans and specifications, no two homes are exactly alike. Each one is unique; a home is one of the last hand-built products left in the world. Over time, each home behaves differently.

PROMPT ATTENTION

In addition to routine care, many times a minor maintenance attention provided immediately will save you a more serious, time-consuming and sometimes costly future repair. Please note that neglecting routine maintenance can void applicable limited warranty coverage on all or part of your home.

JERRY'S HOMES LIMITED WARRANTY GUIDELINES

While we strive to build a defect-free home, we are realistic enough to know that an item in the home may fail to perform as it should. When this occurs, we will make necessary corrections, so long as the items falls within the terms of the Platinum 12•5•10 Limited Warranty. In support of this commitment, Jerry's Homes provides you with a *limited warranty*.

Corrective Actions

In addition to the information contained in the limited warranty itself, this warranty manual includes details about the criteria we will use to evaluate concerns you report. The purpose is to let you know what our warranty commitment is for the typical concerns that can arise in a new home. This warranty manual describes the corrective action we will take in common situations.

We Sometimes Break Our Own Rules - In Your Favor

Our criteria for qualifying warranty repairs are based on typical industry practices in our region and meet or exceed those practices. Please note that we reserve the right, at our discretion, to exceed these guidelines if common sense or individual circumstances make that appropriate, without being obligated to exceed all guidelines to a similar degree or for other homeowners whose circumstances differ.

We Sometimes Say No

With a product as complex as a home, viewpoints will differ regarding which tasks are Homeowner maintenance responsibilities and which are Jerry's Homes Warranty responsibilities. If you request warranty service on a homeowner maintenance item, we will explain to you the steps you should take to care for the item. We are available to answer your home-care questions during and after your warranty period. Providing normal maintenance for your home is your sole responsibility.



MOVING INTO YOUR NEW HOME

Prior to occupancy or “Move-in” of your new home, the following transactions must be complete, in order to close escrow and take possession of your new home:

1. All necessary mortgage papers, notes, escrow contract and other required forms must be executed by the buyers.
2. All funds due to Jerry’s Homes, Inc. must be paid in full and received at our office before release of keys.
3. The property and home must have final clearance by all concerned inspection agencies including a Certificate of Occupancy. Jerry’s Homes will arrange for the final inspections.
4. Grant Deed must be recorded.

KEYS

After proceeds and closing is complete, the keys will be provided to you by the selling or listing agent of your home. If a mailbox key is required, it is the Homeowner’s responsibility to contact the Post Office directly.

UTILITY CONNECTIONS

Jerry’s Homes recommends that you contact the utility companies at least one (1) week prior to your move-in and advise them of your tentative closing date. Your Sales Representative and/or Escrow Agent will be able to help you with this date. Please contact your Sales Representative for more information.

NOTE: UNDER NO CIRCUMSTANCES MAY A BUYER OCCUPY A HOME OR MOVE ANY PERSONAL POSSESSIONS INTO A HOME PRIOR TO THE CLOSE OF ESCROW.



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HOMEOWNERS MANUAL

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WARRANTY SERVICE FOR YOUR NEW HOME

WARRANTY SERVICE REQUESTS

Should you have an urgent home care concern, please call the Jerry's Homes, Inc. Warranty Department.

All non-emergency requests must be written and submitted in an email, or mailed delivery. Otherwise, please keep track of non-critical concerns to be addressed during your 11-month service opportunity

CONTACT INFORMATION:

Jerry's Homes, Inc.
Attn: Warranty
3900 Westown Parkway, Suite 100
West Des Moines, Iowa 50266

E-mail: dsmwarranty@jerryshomes.com
Phone: 515-727-6572 (M-F 8:00am-4:30pm)

WHEN REPORTING A CONCERN PLEASE INCLUDE COMPLETE INFORMATION. In an effort to expedite service related trips and minimize inconvenience to you our customer, we ask that you follow the below procedures for non-urgent service requests:

- A. Name, address and phone numbers where you can be reached during Jerry's Homes, Inc. normal hours of operation: M-F 8:00am - 4:30pm.
- B. Please provide a complete description of the concern. For example, "Guest bath: The cold-water line is leaking under sink." NOT "Plumbing concern in bathroom."
- C. Include information about special arrangements that should be made to gain access to your home to perform work you've requested.
- D. If an inspection of the items you report is necessary a Warranty Representative will contact you to schedule an appointment.
- E. Getting service personnel into your home is one of the most time-consuming aspects of warranty work. Comments such as: "Someone is usually home on Tuesdays" or "I prefer an early A.M. appointment" will help to expedite repairs.



EMERGENCY PROCEDURES + CONTACTS

TERMS AND CONDITIONS

EMERGENCY SERVICE ITEMS ARE DEFINED AS:

- **Furnace Outage** (does not include air conditioning failure) | Will be addressed as soon as possible by Wyckoff (515-287-6000).
- **Gas Leaks** | Will be addressed as soon as possible. The main gas can be turned off at the meter.
- **Plumbing Failure** (does not include frozen pipes or water leaks which can be isolated by turning off the valve to the sink/stool or any kind of sewage backup due to homeowner misuse)
- **Inoperable Exterior Doors/Locks** (or other concerns that may cause further damage to the home and/or endanger its occupants).

Before initiating Emergency Warranty Service for your home, please be sure that one of the common occurrences listed below is not causing the concern.

Note: This is a partial list of homeowner responsibilities that are common causes concerns. You can be held financially responsible for service calls made to correct these or any other items that are normal homeowner responsibilities.

- Tripped breakers
- Improperly set thermostats
- Valves and/or switches set in the "OFF" position
- Unplugged Appliances
- Closed dampers
- Blocked registers/air returns/air filters
- Owner-caused clogs
- Burned out light bulbs
- Unpaid utilities

PLEASE USE THIS PROCEDURE FOR REPORTING CONCERNS AND INITIATING SERVICE:

1st: If the emergency occurs DURING normal business hours (M-F 8:00am-4:30pm) call Jerry's Homes, Inc. Warranty Department at 515-727-6572 to notify us of the concern.

2nd: If the emergency occurs AFTER normal business hours (M-F 8:00am-4:30pm) call Jerry's Homes, Inc. Answering Service at 515-875-5283. Jerry's Homes, Inc. will follow up with the vendor and the owner on the following business day to be sure it is corrected in a timely manner.



EMERGENCIES + CRITICAL SITUATIONS

Do not delay in reporting an emergency. Subsequent damage caused by a delay in reporting an emergency will not be the responsibility of Jerry's Homes. Damage to personal property is not covered by the Jerry's Homes Limited Warranty or the Ten Year Limited Warranty.

Emergency situations, as defined by the limited warranty, include the following:

- Total loss of heating during extreme weather conditions.
- Total loss of electricity (Check with the utility company for general outages in your area prior to reporting this circumstance to Jerry's Homes or an electrician).
- Electrical concern that is a **fire** hazard or a source of danger.
- Plumbing leak that requires the entire water supply to be shut off or causes damage to the home or its contents.
- Total loss of water (Again, check with your water company to determine if there is a general outage in your area).
- Any concern that, without immediate correction and precautionary measures, creates a potential for bodily harm that cannot be reasonably avoided.

OBSERVATION

Gas

- Smell gas in the home

Water

- Uncontrollable water leak in walls or ceiling

- Water leaking under sink between connections from shut off to the sink

- Water leaking behind toilets from shut off to the toilet

- Water back up in toilets, tubs, and showers

- Ceiling leak when another **floor** is overhead

- Frozen water lines

HVAC

- Total loss of heat

CORRECTIVE MEASURE

Shut off main gas coming into the home at the main gas shut off in the utility room. Contact Jerry's Homes for a service request.

Shut water off at the water meter. Turn ball valve perpendicular to the supply line. Contact Jerry's Homes for a service request.

Shut water off at the supply shut off under the sink. Contact Jerry's Homes for a service request.

Shut water off at the supply line that runs to the toilet. Contact Jerry's Homes for a service request.

Water backups are the result of clogged drains and will not be corrected by Jerry's Homes. Use a common toilet plunger to clear the blockage. Contact a sewer service to remove obstructions if a plunger cannot correct the concern. Do not use sink/toilet until it properly drains.

This is typically a plumbing concern. Contact Jerry's Homes for a service request.

Frozen lines are not considered an emergency but will be addressed as soon as possible. Contact Jerry's Homes for a service request.

Please check the following before calling Jerry's Homes as you may incur a service charge:

1. Check to make sure your furnace **filter** is clean.
2. Make sure thermostat is set correctly in HEAT position and temperature is set.
3. Make sure furnace switch and/or breaker is in the ON position.
4. Make sure snow or any other material is not blocking the PVC intake and exhaust on the outside of the home. Clear the openings as needed.
5. Front panel of the furnace may have come loose and allowed safety switch to shut off the unit.
6. Contact Jerry's Homes for a service request. See box for details.

Outside Business Hours report to answering service at 515-875-5283 and contact Wyckoff directly at 515-287-6000. Jerry's Homes will NOT reimburse homeowners who pay another HVAC vendor to provide diagnosis or perform repairs.



EMERGENCIES + CRITICAL SITUATIONS

OBSERVATION

- Air conditioner is not working correctly

- Roof leak/ceiling leak

Electrical

- Partial loss of power

- Smoke/Carbon monoxide detectors are chirping

- Garage door opener does not allow door to go down

CORRECTIVE MEASURE

The loss of air conditioning is not considered an emergency but will be addressed as soon as possible. Please check the following before calling Jerry's Homes as you may incur a service charge:

1. Check to make sure your furnace **filter** is clean.
2. Make sure thermostat is set correctly in COOL position and temperature is set.
3. Make sure furnace switch and/or breaker is in the ON position.
4. Make sure electrical disconnect located outside by the air conditioner is in place behind the panel.
5. Contact Jerry's Homes for a service request.

Contact Jerry's Homes for a service request. Roof leaks are not considered an emergency. Jerry's Homes will have a roofer or representative address the situation ASAP. Corrections and/or repairs will need to be completed as needed during the first year of warranty.

Check or reset tripped breakers in the circuit panel. Check any GFCI outlets that may be associated with the circuit. Check cords or appliances for faulty wiring if circuit breaker or GFCI continues to trip. Contact Jerry's Homes for a service request if you feel the home wiring or breakers are faulty.

Replace batteries. Reset unit.

Garage door opener concerns are not an emergency. Please check the following:

1. Sensor eyes at each side to the overhead door are aligned.
2. Make sure the garage electrical circuit is working. Check breaker. Check GFCI outlet
3. Check batteries in the remote controls and verify that the wall buttons work correctly.
4. Sometimes the glare of the sun can affect the sensors to not allow the door to return to the closed position.
5. The RED cord located on the opener track can be pulled to release the garage door from the drive track to open manually.
6. Contact Jerry's Homes for a service request.



WARRANTY REPORTING PROCEDURES

Providing warranty service for a new home is more complicated than for other products. When you purchased your home, you purchased hundreds of individual items, along with the work of several independent trade contractors. With so many details and people involved, a planned system is essential.

Our warranty service system is designed based on your **written requests** of non-emergency items. This provides you with the maximum protection and it allows us to operate efficiently, thereby providing faster service to all homeowners.

Emergency reports are the only service requests we accept by phone and should be followed up with a written request to the Jerry's Homes Warranty email (DSMWarranty@jerryshomes.com) to ensure timely follow up by a service representative.

Please submit all non-emergency service requests in writing. Experience has taught us that accuracy and efficiency suffer when we work outside this system and do not maintain careful documentation. Details are available in this warranty manual on how to submit your warranty request or concern.

WARRANTY MANUAL

Please take the time to read through this warranty manual and familiarize yourself with the limited coverage your warranty provides so that you will not be surprised by a response that you might receive. **There are instances in which a homeowner will be held financially responsible for the cost of services, including, but not limited to, when we send someone out to repair a reported warranty concern which turns out to be normal homeowner responsibilities.** Reminder: Jerry's Homes will NOT provide reimbursement under any circumstance to homeowners who pay third-party vendors to perform work in the home. This action may result in warranty coverage being voided by the original vendor.

NO VERBAL COMMITMENTS

It has been our experience at Jerry's Homes that verbal commitments and/or promises will sometimes lead to disagreement and frustration for both the customer and the builder. Example: Customer and a builder's representative verbally agree to do a certain task regarding construction or future work during the applicable warranty period. When it is expected that this task or work becomes due and the builder no longer employs that representative, there is no way to verify the work to be done. There is no way of holding the builder responsible for these verbal agreements. We believe this process will enhance our ability to meet your expectations. ***Jerry's Homes will not honor any alleged or actual verbal commitments, promises, agreements, or other verbal communications regarding any warranty provided by Jerry's Homes, regardless of the circumstances; instead, only the express written terms of the Platinum 12•5•10 Limited Warranty as set forth herein apply, and such express written terms cannot be amended, altered, or affected by any such verbal communications.***



11 MONTH SERVICE OPPORTUNITY

A. During your one-year warranty period, it is your responsibility to report both emergency and non-emergency service requests. Jerry's Homes encourages you to email a list of items you would like to address before your warranty expires. We recommend submitting this list approximately 30 days prior to the expiration date.

This process is referred to as the **11-Month Service Opportunity**.

Jerry's Homes will address all warranted items that are identified and reported before the warranty period ends. The purpose of the 11-Month Service Opportunity is to resolve questions you may have about your home and to address warranty concerns covered under your warranty.

Please note: Homeowners often include items such as caulking, replacement sod, or damaged siding. These examples are not covered under warranty. You may list them, but only concerns covered under this warranty manual will be addressed in accordance with the **GENERAL TERMS AND CONDITIONS OF THE PLATINUM 12-5-10 LIMITED WARRANTY** and applicable industry standards.

If you would happen to have a concern where the warranty coverage is only provided by a manufacturer warranty; HVAC, appliances, hot water heater, garage door, etc., the manufacturer warranty does not go beyond one year. The limited warranty on your home is for the one-year period from the date of closing.

B. Upon receipt of your list, a representative from Jerry's Homes will contact you to coordinate a service schedule. It is possible that an initial visit from the service representative will be necessary to determine responsibility and or resolution prior to scheduling service.

C. Please make sure the home is accessible and the owner or a responsible party is available for the duration of the agreed service times. Service times will occur within Jerry's Homes, Inc. normal hours of operation. Service appointments are scheduled M-F between 8:00am - 4:00pm.



HOMEOWNER MAINTENANCE + RESPONSIBILITIES

1. Grout | All grout between floor and wall tiles needs to be sealed. Grout is a porous material that can stain and needs to be sealed. Jerry's Homes has not sealed your grout. Grout sealer can be found at your local hardware store where tile is sold.

2. Granite countertop | Granite is a porous stone that will need to be sealed periodically. Some cleaners will have sealant in them and will help seal every time you clean your countertop. Granite sealer can be found at most hardware and box stores. Pour water onto your granite to know if it needs to be sealed. Water will darken the granite if it is being absorbed into the stone which indicates sealant is needed.

3. Squeaky door hinges | A squeaky door hinge can be remedied by removing the hinge pin and applying a silicone lubricant. Do not use oil as it can gum up; graphite works as a lubricant but can create a gray smudge on the door or floor covering beneath the hinge if too much is applied.

4. Garage overhead doors | Lubricate the tracks and rollers with silicone spray or lithium grease as needed. Oils will dirty up the track and WD-40 will dry the rollers causing them to squeak. Replace batteries in the remotes as needed.

5. Jet Tubs | Before turning the pump on, ensure that the water level is at least two (2) inches above the highest jet. Early activation can cause the pump to burn out and invalidate the warranty. Do not run bubbles or oils through the jet pumps as they will shorten the life of the pump. Because of the detrimental effects that mineral deposits, soap scum, and hard water stains have on finished surfaces, it is important to keep your bathtub and the fixtures of your jet tub clean on a regular basis.

1. Wash all exposed surfaces of the bathtub with a mild solution of vinegar and water. Check for stubborn spots. Oily or greasy spots can be lifted with denatured alcohol. Wipe off with clear warm water until dry.

Warning: Under no circumstances use wire brushes, metal sponges, knives, steel wool, or scouring pads on any part of the bath tub, nor petroleum-based solvents such as a paint thinner, acetone, or abrasive cleaner on any part of the bath.

2. Every few months or more, depending on usage, purge and clean the entire whirlpool system. Follow the directions below:

A. Close the air controls completely, fill the whirlpool with hot water.

B. Add two (2) tablespoons of low sudsing automatic dishwasher detergent and 1/2 cup of household bleach to water.

C. Run whirlpool for at least 15 minutes.

D. Drain, refill with cold water, operate for 10 minutes, drain, and wipe with a soft cloth.

3. Regularly remove safety suction cover to wipe out any hair/debris accumulation that may clog the system. Remove Phillips head screw and clean both cover and suction fitting. Reattach cover with same screw. Never operate system while suction cover is removed.

Please refer to the Mansfield website for any further operation or maintenance information.

6. Lawn Care | Your lawn will require a lot of attention during the first couple of years. Proper care and maintenance is the homeowner's responsibility. More information can be found in the landscaping section of the manual. Tree stakes can be removed by the homeowner after the first year of planting. More information and research is encouraged, to help you in understanding how to properly care for your lawn.



HOMEOWNER MAINTENANCE + RESPONSIBILITIES

7. Lot Lines | It is the homeowner's responsibility to install fences, sheds, trees, and landscaping within the property boundaries. The lot boundaries need to be identified by a surveyor before a permanent addition is added to the property. Relocating any fences or additions that are incorrectly placed onto adjacent properties will be done at the homeowner's expense. Sod does not represent your property boundary.

8. Odors in Sinks/Drains | Odors in bathroom sinks are not a warranty claim. Odors in sinks are often a reflection of mildew build up in plumbing traps or overflows of bathroom sinks. They can be cleaned out with vinegar, bleach, baking soda, or other cleaners. Please research how to clean a smelly sink. Another cause of a drain odor could be a P-trap that has become dry. This is common in drains that are not used on a regular basis but can occur with regularly used drains as well.

Garbage disposals and dishwashers will have a smell if loose items rest in the disposal or dishwasher. Cleaning the disposal and dishwasher is not a warranty claim. Dishwashers will have a small drain screen in the bottom of the dishwasher that will need to be cleaned from time to time. Please refer to your instruction manual or investigate online how to properly maintain a clean dishwasher.

REPAIRS/CORRECTION CONCERNS

Do not attempt to repair or correct deficiencies that have caused any type of damages. A Jerry's Homes representative must document any type of damage that may have been the result of a product failure or faulty installation. Correcting a deficiency before Jerry's Homes has had the opportunity to assess the concern may result in no further action being taken by Jerry's Homes, including the repair of damages. Correcting of any deficiency by homeowner or outside contractor will also void any future warranty on the product or labor. Jerry's Homes will NOT provide reimbursement, under any circumstance, to homeowners who pay third-party vendors to perform work in the home. This action may result in Warranty coverage being voided by the original vendor.

Jerry's Homes, Inc. will void any future warranty or service if it is determined that any alterations have been made to the original products installed in the home.

WINTER MAINTENANCE

1. Exterior water faucets (Hose bib/Sillcock) | Never leave hoses connected to your exterior water faucets during the winter. Water inside the hose can cause your faucet to freeze and burst, which is not covered under warranty.

2. Salting your driveway and sidewalk | You should **NEVER** spread salt or any type of melting chemicals on your exterior concrete. Spreading salt onto concrete will damage your concrete. Sand or kitty litter is recommended to avoid slipping on an icy surface.

3. Humidity in the home | High levels of humidity can create condensation on cold surfaces like windows. Humidity can also work its way into the attic space. Controlling humidity in your home is the homeowner's responsibility and will be discussed further in a separate Humidity section.

4. Furnace Filters | **Replacing your furnace filters monthly is always recommended. Changing the filter in the winter is even more imperative as the furnace may not work if it is not able to have the correct amount of air flowing through the system.**



NOT COVERED UNDER WARRANTY

COMMON REQUESTS FOR WARRANTY SERVICE NOT COVERED UNDER YOUR WARRANTY.

CAULKING

Shrinkage of caulk will occur, especially around countertops and tubs. For best results, re-caulk interior and exterior areas regularly, especially wet areas such as tubs, showers and sinks. Caulking is a homeowner responsibility after closing.

COUNTERTOPS

All countertops must be protected from sharp objects, heat, abrasives and liquids that may leave a stain. Some markings may be apparent from the manufacturing process. DO NOT allow water to stand on countertop seams, as damage may occur. Separation from walls is to be expected. Caulking of these separations from the wall is Homeowner maintenance.

WINDOWS

Condensation forms on windows when the temperature of the glass drops to the dew point. This can occur frequently when temperatures outside are colder than temperatures inside. High levels of moisture in the home will contribute to condensation on glass surfaces. Be sure to wipe condensation off any glass and finished surfaces. Broken glass and torn screens will be repaired ONLY if noted at your pre-close walk-through.

FLOORS

Some noise may be heard when walking on the floors; having a 'squeak-proof' floor cannot be guaranteed. Vinyl and wood flooring are soft products that can be easily damaged, particularly by shoe heels, furniture and pet activity. Please inspect the floors carefully during the pre-close walk, as only damages noted before move-in will be repaired. Some minor scratches in wood floors cannot be avoided. Fiberglass tub and shower floors that are noisy or squeak during use will not be addressed under warranty.

WOODWORK

Gaps and cracks at joints of painted woodwork are also inevitable. Only those items noted at the walk-through will be addressed going forward.

SOD AND TREES

New sod and trees can die without proper Homeowner maintenance. Maintenance of established drainage pathways is also a Homeowner's responsibility. Please look at the established drainage, grades, sod and trees carefully during your pre-close walk. Only those concerns noted at that time will be addressed. Jerry's Homes will not replace dead sod or trees.

CONCRETE

Cracking or spalling commonly occurs in concrete driveways, sidewalks, patios and foundations. This is often caused by changes in ground temperature and moisture drying in concrete. Cracks and heaving of concrete are usually not an indication of a construction deficiency and will not impair the intended use of the concrete surface. **None of these conditions are covered under warranty.**

PEST CONTROL

The presence of insects, rodents or other pests is out of Jerry's Homes' control and will not be addressed under warranty.



HOA HOMEOWNER ASSOCIATION

DO YOU BELONG TO AN HOA?

When you close on your home you are not only buying your individual property, you are becoming part of a community of homeowners.

If you have purchased a 'multi-family' home such as a Townhome or Rowhouse you will be part of an HOA.

Some Single-Family homes belong to an HOA and some do not. Prior to the purchase of your home, the Sales Representative will provide you with this information.

Each HOA is different. Your rights and obligations are listed in the Declaration of Covenants, Conditions, and Restrictions; Articles of Incorporation, and the Bylaws.

The Declaration of Covenants, Conditions, and Restrictions establishes the principles which protect the value and desirability of your neighborhood. As a member of the HOA, you have an obligation to pay your dues. In turn, the dues are used to manage the HOA and help maintain and improve areas of responsibility of the HOA. These areas include: insurance, common-areas, storm water systems, entrance signs, landscaping in common areas and most exterior concerns of the home.

After Jerry's Homes has substantially completed building in the development, control of the HOA and the Board of Directors will be turned over to residents of the neighborhood. Once control has been transferred to the HOA, the owners may decide to employ a professional management firm to manage the daily operations of the HOA. As an Owner, you have one vote per home owned. This allows you to vote on any concerns brought before the HOA by the Board of Directors.

Again, each HOA is different, and property managers do vary so it is important for you to refer to the information provided to you to find out which Property Manager represents your community.

The Management Company will work closely with the Board of Directors, Officer and members to help make the HOA function according to purpose. The Property Management's responsibilities include: managing the financial books, administering the collection of assessments, coordinating communication for the Board of Directors, overseeing contractors hired to maintain the community, and coordinating committee activities.



PLATINUM 12•5•10 LIMITED WARRANTY

TERMS AND CONDITIONS

Below are additional terms and conditions of the expressed warranty provided to you by Jerry's Homes, Inc.

I. GENERAL TERMS AND CONDITIONS OF THE PLATINUM 12•5•10 LIMITED WARRANTY

A. Definitions and Overview of the Limited Warranty:

1. Jerry's Homes, Inc. ("Jerry's Homes, Inc.," "Jerry's Homes," or "Builder") is providing homeowner ("Owner" or "Homeowner") with the express limited warranty set forth herein, which is referred to hereinafter as the "Platinum 12•5•10 Limited Warranty" or "Limited Warranty." Builder and Owner may be jointly referred to herein as "the Parties."
2. "House," as used herein, is defined as Owner's house, townhome, condominium, or unit, as well as all accompanying structures.
3. The "Work," as used herein, is broadly defined to include and consist of any and all materials, labor, and other work furnished by Jerry's Homes (including via Jerry's Homes' subcontractors and suppliers) on and/or for Owner's House and the realty upon which it is located.
4. The "Purchase Agreement," as used herein, is broadly defined to include and consist of any purchase agreement, construction agreement, and/or like agreement, and any incorporated addenda or documents to such agreements, entered into between the Parties regarding Builder's sale and/or construction of the House and/or Work to Owner.
5. The "Contract Documents," as used herein, is defined as the written specifications, if any, expressly agreed upon by both Builder and Owner regarding various agreed upon features, materials, workmanship, and/or elements for Builder's construction of a custom House for Owner.
6. The express warranty - for Owner's House and the Work furnished by Jerry's Homes - on and/or for your House, consists of three parts. First, Jerry's Homes is providing a 12-month limited builder warranty ("12-Month Builder Warranty"), the terms of which are set forth herein. Second, Jerry's Homes applicable manufacturers are providing a five-year limited warranty on certain appliances and materials incorporated in your House ("5-Year Manufacturers' Warranty"), the terms of which are set forth herein. Third, Jerry's Homes is providing a 10-year limited structural warranty ("10-Year Structural Warranty"), the terms of which are set forth herein. Owner agrees to the terms of the Limited Warranty and acknowledges that Owner has read, or had the opportunity to read, the Limited Warranty and other terms herein.
7. The "Commencement Date" for the 12-Month Builder Warranty Period and 10-Year Structural Warranty Period is as follows: (a) For custom/built-to-order Houses, the date in which the certificate of occupancy was issued for the House, date of the closing for the new House, or date that Owner submitted the Final Payment to Builder, whichever occurs first; or (b) For spec Houses, inventory Houses, and all other Houses, the date of closing for the House, date of Final Payment from Owner to Builder, or date that the House was transferred and deeded to Owner, whichever occurs first.
8. The Builder's 12-Month Builder Warranty and 10-Year Structural Warranty, along with the 5-year Manufacturers' Warranty provided by certain third-party manufacturers, comprise the entire express warranty (previously referred to as "Platinum 12•5•10 Limited Warranty" or "Limited Warranty") being provided by Builder to Owner on the House and Work.



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9. The Limited Warranty, comprised of Builder's 12-Month Builder Warranty and 10-Year Structural Warranty, and the 5-Year Manufacturers' Warranty provided by certain third-party manufacturers, is the only warranty covering the House and Work on the House, and the Builder's 12-Month Builder Warranty and 10-Year Structural Warranty are the only warranties being provided by Builder. THE LIMITED WARRANTY IS PROVIDED IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES, AND THE OWNER OF THE HOUSE AND ALL SUBSEQUENT OWNERS-PURCHASERS HEREBY WAIVE ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF HABITABILITY, IMPLIED WARRANTY OF GOOD AND WORKMANLIKE CONSTRUCTION, IMPLIED WARRANTY OF MERCHANTABILITY, AND IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH WARRANTIES HAVE BEEN REPLACED BY THE EXPRESS LIMITED WARRANTY.

10. The provisions of the Limited Warranty as set forth herein, supersede and prevail over any conflicting, differing and/or general terms of the Purchase Agreement (as defined herein) and Contract Documents (as defined herein).

11. Finally, this Limited Warranty cannot be modified or amended without the express written consent of Jerry's Homes, Inc., and this Limited Warranty supersedes and takes the place of all representations regarding warranties, express and implied, made by Jerry's Homes, Inc., or any actual or alleged agent of Jerry's Homes, Inc., verbally or in writing, including within any brochure or sales materials.

B. Jerry's Homes' Remedy of Warranted Items:

1. Jerry's Homes, Inc. (including via its subcontractors and suppliers) will, weather conditions, and labor/materials permitting, use reasonable efforts to endeavor to complete all items reported within an Owner's timely and properly submitted warranty requests within ninety (90) days.

2. Notwithstanding the foregoing, Jerry's Homes, Inc. (a) does not absolutely guarantee that all warranty items will be fully repaired and remediated within the foregoing 90-day time period, including due to factors outside of Jerry's Homes, Inc.'s control, including but not limited to weather, fire, labor strikes and disputes, subcontractor delays, material delays, delays relating to governmental inspections, permits, or other actions, acts of God, acts of war, and other good cause delays; and (b) does not have an obligation to complete items that Jerry's Homes, Inc. disputes or that do not fall within the terms of Jerry's Homes, Inc.'s 12-Month Builder Warranty or 10-Year Structural Warranty.

3. Jerry's Homes, Inc. in its sole discretion, will determine the appropriate type, means, and/or methods of repair, replacement, and/or remediation of each warranted item.

4. For its work on a warranty item, Jerry's Homes, Inc. in no way guarantees perfect color matching; perfect matching or integration of repair work or replacement items (including but not limited to matching/integration of wood products, masonry, caulking, painting, drywall patches, concrete patches, floor repairs, and the like); or the availability of discontinued or backordered items. In the event that a warranted item is no longer available, Jerry's Homes, Inc. will replace it with an item or product of similar type and quality.

5. Owner must allow Jerry's Homes, Inc. access to the House (at a reasonably convenient time for Owner during normal appointment hours M-F 8:00-4:30) for the purpose of Jerry's Homes, Inc.'s engaging in any desired review or evaluation of warranty requests and performing its work on warranty items. If reasonable access is denied or made subject to unreasonable conditions by Owner, or if Owner fails or refuses to cooperate in Jerry's Homes, Inc.'s investigation of the complaint, Jerry's Homes, Inc.'s obligations under this Limited Warranty shall immediately terminate due to Owner's breach of its obligations hereunder.



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6. Any actual or claimed defect or item covered by the Limited Warranty shall be set forth in a written, detailed request from Owner that is (a) timely submitted to Jerry's Homes, Inc. prior to the end of the applicable warranty term and (b) properly submitted in compliance with all procedures and terms regarding warranty requests contained within this Warranty Manual. Otherwise, Jerry's Homes, Inc., in its sole discretion, may deny a warranty request, due to Owner's failure to comply with the procedural terms within this Warranty Manual. OWNER EXPRESSLY CONFIRMS THAT ALL WARRANTY WORK DONE BY JERRY'S HOMES, INC. MUST BE IN RESPONSE TO A PROPERLY SUBMITTED FORMAL WRITTEN REQUEST TO THE WARRANTY DIVISION, as set forth in the "Getting Warranty Service Scheduled for your Home" section and otherwise herein this Warranty Manual. Owner expressly acknowledges that Jerry's Homes, Inc. personnel and subcontractors are not permitted to perform warranty work in any unit at the Owner's request without first obtaining authorization from its Warranty Division.

7. Similarly, Builder's subcontractors will and shall not perform any warranted work pursuant to an Owner request, but only upon written instructions from Jerry's Homes, Inc. The written instruction is in the form of a work order issued by Jerry's Homes, Inc. **Jerry's Homes, Inc. shall not be liable for payment of any repairs, work or replacements, or other costs incurred or performed by any subcontractor, or other person or entity regarding work that commenced without Jerry's Homes, Inc. prior written consent; all such work shall be at Owner's expense.**

8. Owner must strictly and timely satisfy all requirements regarding requests for warranty work before any warranted work will be commenced. Provided however that emergency situations are excluded from the policy. Emergencies, as solely determined by Jerry's Homes, Inc. Warranty Division, include no heat in colder weather or any potentially hazardous condition.

9. No repairs or work performed on any warranted item under the terms of the Limited Warranty shall act to extend any Warranty Period set forth herein. Likewise, repairs or replaced warranted items are only warranted for the remainder of the original term.

C. Owner Maintenance and Responsibilities:

1. ROUTINE MAINTENANCE OF THE HOUSE IS THE OWNER'S RESPONSIBILITY. THIS INCLUDES APPRISING THEMSELVES OF RECOMMENDED PROCEDURES FOR THE USE AND MAINTENANCE OF ALL COMPONENTS OF THE HOUSE/UNIT.

2. Certain Owner responsibilities ("Owner Responsibilities") on maintenance and product performance have been included for throughout this Warranty Manual. Please review all such information on Owner Responsibilities carefully. Negligence of normal maintenance items can void or exclude the warranty on the item involved. Jerry's Homes, Inc. makes no claims, and shall have no liability or responsibility, regarding the accuracy of completeness of any information on Owner Responsibilities contained herein, and, in particular, Jerry's Homes, Inc. accepts no liability or responsibility for claims or issues arising from neglected normal Owner maintenance that are not referenced within this Limited Warranty.

3. As detailed further below in the "Exclusions" section herein, damage to the House that is a result of Owner negligence, abuse, misuse, or inaction is excluded from the Limited Warranty and must be repaired by the Owner at the Owner's expense.



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II. 12-MONTH BUILDER WARRANTY

A. What is Covered?

1. Under the 12-Month Builder Warranty and during the 12-Month Warranty Period, and assuming Owner has complied with all procedural and substantive obligations under the Limited Warranty, Jerry's Homes, Inc. expressly agrees to reasonably repair or remedy, at its own cost, the following items:

a. Any part of the Work that materially (i) nonconforming to or noncompliant with the Contract Documents, (ii) noncompliant with applicable state and local building codes as promulgated by the governmental entity(ies) having jurisdiction over the project; and/or (iii) below or nonconforming with the standard of care and generally recognized and accepted by practices for the quality of the Work in the residential homebuilding industry in the geographic area in which the House is located and at the time of the Work, except to the extent such item of Work is excluded under the "Exclusions" section or otherwise herein; and

b. Any additional warranted item of Work expressly set forth within the "Itemized Coverage Conditions" section herein, except to the extent such item of Work is excluded under the "Exclusions" section or otherwise here in.

Regarding the above subpart (b), the Parties expressly agree that to the extent the terms within the "Itemized Coverage Conditions" section herein directly conflict with the terms of the "Exclusions" section herein, the terms of "Exclusions" section override and supersede over the conflicting terms of the "Itemized Coverage Condition" section.

2. To the extent that warranty standards published by the National Association of Home Builders (NAHB) within its manual entitled "Residential Construction Performance Guidelines" are (i) entirely and fully consistent with both the applicable state and local building codes as promulgated by the governmental entity(ies) having jurisdiction over the project, as well as the standard of care and generally recognized and accepted practices for the quality of the Work in the residential homebuilding industry in the geographic area in which the House is located and at the time of the Work and (ii) not excluded or contradicted, in whole or part, by the Limited Warranty terms set forth within this Warranty Manual, then Jerry's Homes, Inc. shall abide by such published standards in its warranty obligations under its 12-Month Builder Warranty. Provided however, that such published NAHB warranty standards are not incorporated into, and do not otherwise affect Jerry's Homes, Inc.'s warranty obligations under, the 5-Year Manufacturers' Warranty or 10-Year Structural Warranty portions of the Limited Warranty.

B. Other Terms:

1. The 12-Month Warranty Period ("Warranty Period") is the 12-month period from the "Commencement Date," as defined above.

2. The 12-Month Builder Warranty is non-transferable, either in part or as a whole, to third parties or subsequent homeowners and is limited to the first Owner of the home.



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III. 5-YEAR MANUFACTURERS' WARRANTY

A. What is Covered?

1. All express manufacturer warranties on materials and equipment are hereby assigned by Jerry's Homes, Inc. to Owner, such that Owner gets the full benefit of all such materials and equipment warranties.
2. 5-Year Manufacturers' Warranty is comprised of any and all five-year warranties provided by the applicable manufacturers of the equipment and materials incorporated into Owner's House.
3. Notwithstanding the foregoing, the length of each manufacturer's warranty varies, and all warranties, and not merely the 5-year manufacturer warranties, are hereby assigned from Jerry's Homes, Inc. to Owner.

B. Other Terms:

1. Jerry's Homes, Inc. makes no representation to the Owner of any individual product or component product warranty that a manufacturer or supplier may choose to give the Owner, does not assume any obligation under any and all manufacturer's warranties as part of Jerry's Homes, Inc.'s 12-Month Builder Warranty or 10-Year Structural Warranty; and is not responsible for the administration or enforcement of any warranties between the Owner and manufacturer or supplier.
2. **Any appliance, item of equipment, or other item within the House that is a consumer product for the purposes of the Magnuson-Moss Act, or that is otherwise covered by a manufacturer warranty, is entirely excluded from the 12-Month Builder Warranty, 10-Year Structural Warranty, and Builder's liability under the Purchase Agreement. Owner releases Builder from, and has no cause for action against Builder for, claims relating to manufacturer warranties.**
3. Also excluded from the 12-Month Builder Warranty, 10-Year Structural Warranty, and Builder's liability under the Purchase Agreement is loss or damage relating to any pool, hot tub, spa, or recreational facility. All express warranties, if any, from the manufacturer or installer of those items, are hereby assigned to Owner, and Builder does not assume any obligation under those warranties.



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IV. 10-YEAR STRUCTURAL WARRANTY

A. What is Covered?

1. Under the 10-Year Structural Warranty, and assuming Owner has complied with all obligations under the Limited Warranty, Jerry's Homes, Inc. expressly agrees to reasonably repair or remedy at its own cost:

a. All "Structural Defects" as defined herein, in the House that first occur during the ten (10) year period commencing on the Commencement Date, as previously defined herein (the "Structural Warranty Period").

b. A "Structural Defect" is actual physical damage to the following designated load-bearing portions of the Home caused by failure of their load-bearing function to the extent that the House becomes unsafe and uninhabitable for safety reasons caused by the Structural Defect:

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

Examples of non-load-bearing elements that would not be considered a Structural Defect if they failed include:

- Non-load-bearing partitions and walls
- Wall tile or wall coverings
- Drywall
- Flooring and sub flooring material
- Brick, stucco or stone veneer
- Any type of exterior siding or finish
- Roof shingles, sheathing or tar paper
- Heating, cooling, ventilating, plumbing, electrical and mechanical systems
- Appliances, fixtures or items of equipment
- Doors, trim, cabinets, hardware, insulation, paint and stains
- Basement and other interior ground-supported concrete floor slabs

B. What the Builder Will Do. Jerry's Homes' repair of a Structural Defect is limited to the following:

1. The repair of defects in the load-bearing portions of the House in which repair is necessary to restore their load-bearing function;

2. The repair of non-load bearing walls, floors, ceiling, windows, doors, electrical, plumbing, heating cooling and ventilation systems of the House damaged by the Structural Defect if such items make the House unsafe or uninhabitable; and

3. The repair and cosmetic restoration of only those surfaces, finishes and coverings, original to the House, damaged by the Structural Defect, which must be removed to repair the Structural Defect. Builder will not be responsible for removing, repairing, replacing or paying for any Owner-installed items such as fences, landscaping, sprinkler systems, furniture, rugs, wallpaper or other improvements installed by the Owner.



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C. How to make a Structural Warranty Claim:

1. Notice of Claim: All notice of claims against the Builder under this Structural Warranty must be pursued by the Owner in writing, explaining the claim and Structural Defect in detail. All notices must be sent to:

Jerry's Homes, Inc.
Attn: Warranty Claims
3900 Westown Parkway, Suite 100, West Des Moines, IA 50266

2. In response to the receipt of notice of claim, Builder will:

a. Inspect the defect, damage or concern as reported by the Owner within thirty (30) days of receipt of the notice.

b. Within sixty (60) days of receipt of notice, send Owner a brief narrative describing the concern as the Builder understands it, as well as the Builder's opinion as to the cause of the concern. The narrative will address Builder's position on whether a Structural Defect exists and either a description of recommended repairs of the Structural Defect or the reasons why the Owner's claim does not qualify for repairs under the Structural Warranty.

3. If Owner disagrees with Builder's analysis, Owner may arrange for an independent state licensed engineer to inspect the alleged defects and report his/her findings in writing to Builder and Owner. The cost of such investigation will be born solely by Owner. If the engineer's report identifies Structural Defects (as defined herein), Builder will be entitled to arrange for its own independent state-licensed engineer to inspect the alleged defects and report his/her findings in writing, and Builder has no duty to do any warranty work unless Builder's engineer's report expressly identifies a Structural Defect. If either engineer's report does not identify the concern as being a Structural Defect, then the claim will be deemed denied by Builder.

D. Other Structural Warranty Terms:

1. Builder's total liability for all Structural Defects arising during the Structural Warranty Period shall be the lesser of (a) the actual costs of repair or replacements of the Structural Defect, or (b) the final sales price of the House paid to the Builder excluding the price or value of the underlying parcel of land on which the House was constructed.

2. Excluded from the 10-Year Structural Warranty and Builder's Liability - under the Purchase Agreement are the following defects: Defects in outbuildings, including detached garages and detached carports; swimming pools and other recreational facilities; driveways; walkways; patios; decks; boundary walls; retaining walls and bulkheads; (except where boundary walls, retaining walls and bulkheads are necessary for the structural stability of a warranted building); fences; landscaping (including sod, seeding, shrubs, trees, and plantings); sprinkler systems; off-site improvements or any other improvements not a part of the House; and structural slab foundation systems that have experienced some movement but are within the foundation's design performance criteria.

3. All rights and obligations of the Owner under this 10-Year Structural Warranty ONLY, but not any other part of the Limited Warranty, shall fully transfer to each successor in title to the House including any mortgagee in possession, for the remainder of the Structural Warranty Period, and any such transfer shall in no way affect or reduce the coverage under this warranty for its unexpired term. There is no limit to the number of such transfers during the Structural Warranty Period, or any cost hereunder, as a result of such successions.



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V. EXCLUSIONS

The following items are entirely excluded from the Limited Warranty, and Owner otherwise releases Jerry's Homes, Inc. from any and all liability arising from any of the following items:

- A.** Damage to real property/parcel of land on which the House was constructed.
- B.** Damage to any item not included in the purchase price of the House.
- C.** Loss or damage due to ordinary wear and tear.
- D.** Loss or damage due to lack of, or improper, home maintenance, including but not limited to, failure of an Owner to perform any recommended home maintenance set forth within the Warranty Manual.
- E.** Loss or damage due to any negligent or intentional act or omission, by Owner, including in relation to any attempted homeowner maintenance item.
- F.** Loss or damage due to or any negligent or intentional act or omission of Owner's contractors, design professionals, and other agents.
- G.** Loss or damage relation to defective plans, drawings, specifications, or other design work when such work was performed by an Owner-retained design professional or other contractor.
- H.** Loss or damage caused by anyone other than Builder and Builder's employees and subcontractors.
- I.** Loss or damage from or caused by insects or animals; weather, wind, rain, precipitation, flooding, or lightning; fire, explosion, or smoke; falling trees or objects; earthquakes or natural disasters; radon or other gases; or other acts of God.
- J.** Conditions that are the result of normal variations in, and natural characteristics of, all materials, including masonry, concrete, wood, granite, and other materials.
- K.** Conditions that are the result of natural causes or the natural drying out or settling process, including minor drywall cracks or imperfections, minor molding separations, and minor cracking, flaking, settling, or pitting of paint, concrete, or mortar/caulk.
- L.** Loss or damage caused by, or made worse by, Owner's failure to give prompt or immediate/emergency notice of the defect or concern to Builder or Owner's failure to otherwise mitigate or minimize the damage or extent of the warranted item.
- M.** Lot Pins. Builder makes no warranty that the lot pin placement is accurate.
- N.** Otherwise warranted items for which the requested repair would amount to economic waste or a betterment.



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O. All appliances, materials, equipment, and other items on or within the House that are a consumer product for the purposes of the Magnuson-Moss Act or that are covered by a manufacturer warranty, and, in such case, Builder hereby assigns all express manufacturer warranties on all materials and equipment to Owner. See also section III herein.

P. BUILDER'S TOTAL LIABILITY UNDER THE LIMITED WARRANTY AND THE AGREEMENT IS THE REASONABLE COST OF REPAIRING OR REMEDYING THE WARRANTED ITEM OF WORK, and excluded from Builder's Limited Warranty and liability under the Purchase Agreement are damages arising from loss of use/opportunity, loss of rental value, loss of market value, relocation and temporary housing costs, transportation costs, food costs, storage costs, emotional distress, pain and suffering, all other bodily/personal injury, loss of consortium, exemplary and punitive damages, any associated medical expenses due to damage or loss to the House; and all other consequential, incidental, or secondary damages.

Q. Loss or damage to the extent it is caused or made worse by the negligence, failure to perform maintenance, improper maintenance or improper operation by anyone other than Builder or its employees, agents or subcontractors.

R. Loss or damage to the extent it is caused or made worse by changes of the grading of the ground, that do not comply with accepted grading practices, including the Owner failure to maintain the original grade.

S. Loss or damage to the extent it is caused or made worse by changes in the level of the underground water table which was not reasonably foreseeable at the time of construction of the House.

T. Loss or damage to the extent it is caused or made worse by subsidence or soil movement that was not reasonably predictable through reasonable soil testing or other geographical investigation at the time of construction of the House.

U. Any loss, damage, defect, cost or expense which is caused, in whole or in part, by any peril or occurrence for which compensation is provided by state legislation, or which is covered by other state insurance or public funds to the extent that such compensation is paid by such other providers.

V. Any loss or damage which arises while the House is being used primarily for non-residential purposes.

W. Any condition which does not result in actual physical damage to the House.

X. Loss or damage or any other issues or conditions arising from dampness or air stagnation, including but not limited to, mold or other fungal growth, house settlement, warped woodwork, or other conditions, due to Owner's failure to maintain adequate ventilation and/or ideal humidity/moisture levels.

Y. Sound/Odor transmission between Houses/Units, including but not limited to floors, ceilings, walls, and plumbing in multi-family products such as townhomes, rowhouses, and condo homes. Failure by the Owner, or by anyone other than Builder or its employees or subcontractors, to comply with the warranty requirements of the manufacturers of the relevant appliances, equipment or fixtures.

Z. Failure of the Builder to perform any washing, cleaning or clean-up of any kind.



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AA. Any otherwise warranted item that Owner has attempted to correct or repair, as Owner's attempt to correct or repair an otherwise warranted item shall void, in Builder's sole discretion, the Limited Warranty on such item.

BB. All cosmetic damage, including but not limited to scratches, dents, chips, dings or other like damage, that is not set forth within any Punch-Out List and/or Walk-Through Orientation Form or that is not otherwise set forth in a proper warranty request submitted prior to closing or Owner's move-in, whichever is sooner.

CC. Any item for which a proper warranty request was not received by Jerry's Homes, Inc. until after expiration of the applicable Warranty Period.

DD. All items set forth or otherwise referenced anywhere within the Warranty Manual as being excluded from the Limited Warranty, including but not limited to, (1) all items noted as excluded items under the later section herein entitled "Itemized Coverage Conditions + Homeowner Responsibilities," and (2) all items noted as excluded items under the section herein entitled "Common Requests for Warranty Service Not Covered Under Your Warranty."



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VI. DISPUTE RESOLUTION, REMEDIES, AND OTHER PROVISIONS

IMPORTANT! WAIVER OF LEGAL RIGHTS. PLEASE READ CAREFULLY TO UNDERSTAND YOUR LEGAL RIGHTS.

A. Introduction:

1. The provisions within Article IV, including but not limited to, regarding dispute resolution, remedies, arbitration, and recoverability of fees, supersede and prevail over any conflicting, differing, and/or general terms and provisions of the Purchase Agreement or of any separately signed document regarding arbitration, remedies, and/or dispute resolution.

B. Mediation:

1. Both Parties agree that if a dispute or controversy arises under the Limited Warranty, House, Purchase Agreement, or Project, a party must participate in a non-binding mediation prior to the commencement of any arbitration or other legal proceeding, if and only if requested, in writing, by the other party within thirty (30) days of the existence or notice, whichever is sooner, of the dispute or controversy. Owner expressly acknowledges that Owner's foregoing obligation to participate in a non-binding mediation, if mediation is timely requested in writing by Builder after Owner has informed Builder of Owner's claimed dispute or controversy, is an absolute requirement prior to Owner commencing any legal action.

C. Mandatory Arbitration:

1. Notwithstanding anything to the contrary in Purchase Agreement, all tort, contract, warranty, and other claims, controversies, and disputes arising out of or relating to the Limited Warranty, the House, the Purchase Agreement, or the Project--except for Builder's mechanics lien claims and other nonpayment claims against Owner--shall be subject to and submitted to arbitration in the location of the Project. Unless the parties mutually agree otherwise, the arbitration shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Purchase Agreement. AAA contact information is www.adr.org or 1-800-778-7879. The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. **THUS, BOTH PARTIES WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION RELATING TO THE AGREEMENT OR ANY TRANSACTION CONNECTED THERETO. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY GIVEN.**

2. Owner shall be responsible for the cost of all filing fees required by AAA.

3. Arbitrator(s) shall only award to Owner if Owner prevails in the arbitration, the cost of reasonable repairs or replacement only for the defect or damage. No award shall be allowed for any damages arising from loss of use/opportunity, loss of rental value, loss of market value, relocation and temporary housing costs, transportation costs, food costs, storage costs, emotional distress, pain and suffering, all other bodily/personal injury, loss of consortium, exemplary and punitive damages, any associated medical expenses due to damage or loss to the House; and all other consequential, incidental, or secondary damages.



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4. Should Builder prevail in whole or in part in any action or proceeding with Owner, Builder shall be entitled to recover reasonable fees and costs, including arbitration/court costs, expert fees/costs, and execution costs, against Owner.

5. No amendment shall change or affect the provisions of this section or the Limited Warranty without the express written consent and agreement of Jerry's Homes, Inc. and this section shall survive the closing of the sale to the Owner.

6. As previously noted, Builder does not assume any obligation under any manufacturer's warranty, and accordingly, no claim related to a manufacturer's warranty can be brought against Builder in arbitration or otherwise nor may Owner seek class action against Builder nor may Builder be joined by cross claim or consolidation by any party in a claim, lawsuit or any other proceeding of any type of nature arising out of a manufacturer's warranty.

D. Right to Notice and Opportunity to Repair/Cure:

1. If Owner believes Builder has breached the Limited Warranty of the Purchase Agreement, or otherwise breached any other actual or claimed duty owed to Owner, then, immediately and prior to the commencement of any legal action or proceeding, **Owner shall provide Builder with written notice of each claimed breach under this Purchase Agreement and with thirty (30) days to repair or otherwise cure any such claim breach and to inspect the House.**

2. Any action or proceeding commenced by Owner prior to Owner fulfilling the aforementioned obligation to provide Builder with the right to inspect and cure/repair will be immediately stayed or dismissed without prejudice.

E. Other Provisions:

1. The Parties agree that if Builder is the prevailing party in an action or other proceeding between the Parties relating to the Purchase Agreement, Warranty, House, or Project, then Builder is entitled to recover all incurred attorney fees and costs, including expert costs and collection costs.

2. To the fullest extent permitted by law, Owner shall indemnify, protect, defend (at Owner's expense and with counsel reasonably acceptable to Builder), and hold harmless the Builder and its respective affiliate companies, officers, employees, subcontractors, suppliers, and other agents, ("Indemnified Parties"), from and against all claims, losses, causes of action, judgments, attorneys' fees, costs, compensatory damages, punitive damages, and other damages regarding any personal injury, death, or property damage (hereinafter referred to together as "Claims"), to the extent the Claims arise from, or are related to, in whole or in part, any negligent or intentional/willful act, misconduct or inaction/omission; any breach or default of the Purchase Agreement or Contract Documents; any breach of any other duty or obligation; or any other violation of law by Owner and/or by any other contractor, architect, person, or other agent retained or employed by Owner and to the extent the Claims are not the sole result of the negligence of Builder's or Builder's subcontractors or suppliers.

3. To the extent damages are covered by any Builder's Risk policy, property insurance, or other insurance during or after the Project, Owner shall waive all subrogation and other rights against Builder and its subcontractors and agents for such damages, except such rights as they may have to the proceeds of such insurance.



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4. Should any provision of the Limited Warranty be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, such provision shall immediately become null and void, leaving the remainder of this Limited Warranty in full force and effect.

5. As previously noted, THE LIMITED WARRANTY IS PROVIDED IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES, AND THE OWNER OF THE HOUSE AND ALL SUBSEQUENT OWNERS-PURCHASERS HEREBY WAIVE ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF HABITABILITY, IMPLIED WARRANTY OF GOOD AND WORKMANLIKE CONSTRUCTION, IMPLIED WARRANTY OF MERCHANTABILITY, AND IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH WARRANTIES HAVE BEEN REPLACED BY THE EXPRESS LIMITED WARRANTY.



ITEMIZED COVERAGE CONDITIONS + HOMEOWNER RESPONSIBILITIES

This section of the Warranty Manual, entitled “Itemized Coverage Conditions + Homeowner Responsibilities,” sets forth additional terms regarding certain inclusions and exclusions under the 12-Month Builder Limited Warranty regarding the below listed items.

APPLIANCES

The appliances in your home are solely covered by their individual Manufacturer’s warranty, not by Jerry’s Homes, Inc. ***Once notified of an appliance concern, Jerry’s Homes will submit a request to the appliance provider’s service team to notify them of the concern. The service team will then contact the applicable Manufacturer to request service approval. Once service has been approved by the Manufacturer, they will contact their local authorized service provider and instruct them to schedule a service appointment.*** Appliance manuals can also be located online at the Manufacturer’s website. Most appliances have a QR code inside the door to access appliance manuals.

It is the Homeowner’s responsibility to mail all warranty registration cards or register them online, to ensure proper warranty coverage on your appliance. Refer to the literature on each appliance for specific warranty details and limitations, as some coverage may vary. **The following items are only covered by their Manufacturer’s warranty: Cook Tops, Dishwashers, Microwaves, Ranges, Ovens and Hood Vents.**

After the one-year builder warranty period, Homeowner will need to contact the Manufacturer directly for assistance with any additional appliance concerns.

CABINETS

****Only those chips, scratches, cracks and other construction-related damage noted on the Walk-Through Orientation Form will be repaired by Jerry’s Homes, Inc.*** Readily noticeable variations in wood grain and color are expected in all styles and will not be replaced.

Homeowner Responsibilities:

Tighten cabinet hardware that loosens over time. Keep the temperature and humidity in the home constant to avoid shifting and warping caused by seasonal climate changes. Jerry’s Homes, Inc. does not warrant color changes, splitting or cracking caused by temperature and humidity variations.

COUNTERTOPS (GRANITE, QUARTZ AND CAMBRIA)

All countertops will be installed to meet manufacturer’s recommendations. ***Only damage that is noted on the Walk-Through Orientation Form will be repaired using industry accepted materials and techniques.*** There is no guarantee that the color or texture of repaired areas will match surrounding areas perfectly.

Granite Countertops:

Granite is the most popular natural stone and countertop material due to its versatility and superior performance characteristics. Acidic substances like wine, coffee, fruit juices, tomato sauce and sodas will not etch granite like they do marble, but they could potentially stain the surface. Using coasters is recommended to protect all surfaces.

Cooking oils may also leave a stain if not removed. Dish soap will not hurt your granite, but repeated or excessive use of soap will cause build-up and dull your countertops shine. Grit can get trapped between the pot and the countertop surface and may scratch the surface, even granite. Granite is very hard but it can be chipped, scratched or cracked. Chips, scratches and cracks are not warranted. **It is not recommended to place hot items directly on granite or quartz.**



ITEMIZED COVERAGE CONDITIONS + HOMEOWNER RESPONSIBILITIES

Granite countertops are very hard, but not flexible and they DO NOT have plywood backing, so too much weight in one spot could cause a crack. *Jerry's Homes recommends sealing granite countertops once a year with granite sealer.*

Quartz/Cambria Countertops:

Cambria is maintenance free and requires no sealing or polishing. Simply wipe the surface with a soft cloth and warm water, and mild soap if desired, to keep your Cambria spotless. Never use bleach and abrasive powders or scrubs like Comet®, Soft Scrub®, or S.O.S.® pads. In addition, never apply any sealers, penetrants, or topical treatments to Cambria. Such products will cause the surface to appear dull or inconsistent. Use hot pads or trivets when placing hot materials onto quartz countertops, as they will crack from direct heat contact. These cracks are not covered under warranty.

Homeowner Responsibilities:

Granite countertops should be sealed with granite sealer once each year. ***Maintenance and repair/replacement of ALL Caulk is a homeowner responsibility from the time of possession.*** Different surfaces require different care and cleaning. Additional cleaning and care information may be available directly from the manufacturers.

CAULKING

Jerry's Homes, Inc. will install caulking as needed in accordance to local building requirements to seal against infiltration of moisture and air. ***Maintenance and repair/replacement of ALL Caulk is a homeowner responsibility from the time of possession.***

FLOORING (CARPET, CERAMIC TILE, HARDWOOD, LAMINATE AND VINYL)

Carpet:

All carpet will be installed to conform to manufacturer recommendations and be free of material defects. Although carpet seams may be subtly visible, no gap or fraying is acceptable. Edges of carpet against base moldings and along edges of stairs should be held firmly in place. In the event that carpet is found to be improperly installed or defective, Jerry's Homes, Inc. will correct. *Only those stains or spots that are noted on the Walk-Through Orientation form will be corrected.* Stain and wear related questions should be directed to the carpet manufacturer.

Ceramic Tile:

All ceramic tiles will be installed to conform to manufacturer recommendations and be free of material defects. In the event ceramic tile is found to be improperly installed or defective, Jerry's Homes, Inc. will correct. *Only those cracked, badly chipped, or loose tiles noted on the Walk-Through Orientation form will be corrected.* Jerry's Homes, Inc. is not responsible for variations in color or discontinued patterns. New grout may vary in color from the original. Cracks appearing in grouting of ceramic tiles at joints or junctions with other materials are common due to normal shrinkage conditions.

Jerry's Homes, Inc. will repair grouting one time during the first year. Any grouting that is needed after that time is considered Homeowner maintenance. Jerry's Homes, Inc. is not responsible for color variations in grout or discontinued grout colors. *Jerry's Homes recommends the sealing of tile grout. This is something that is not done during the building of the home.*



ITEMIZED COVERAGE CONDITIONS + HOMEOWNER RESPONSIBILITIES

Hardwood and Laminate Flooring:

Jerry's Homes, Inc. will install all wood flooring (including hardwood, laminate, and wood-like flooring), and the underlying sub-flooring within the standard of care. Expansion or shrinkage of hardwood floors or any wood flooring due to moisture level changes and other normal conditions is common and is excluded under the Limited Warranty. Excessive separations within wood flooring, which is defined as separation exceeding 1/8 inch, occurring between wood flooring segments, will be repaired once during the 12-Month Warranty Period by filling and staining, but is otherwise excluded under the Limited Warranty.

Wood flooring, and the underlying sub-flooring, exhibiting substantial and abnormal squeaking are covered under the Limited Warranty if, and only if, the cracks were solely caused by defective wood/materials or improper installation of the floor that is below the standard of care and does not conform to the generally recognized and accepted practices in the local residential homebuilding industry, to the extent possible without removing the floor or ceiling finishes, and Owner expressly acknowledges and agrees that no wood floor will be squeak/noise free and squeaking/noise within wood floors is normal. Owner also acknowledges and agrees that face-nailing is the acceptable method to remedy this item and Builder has no liability for the aesthetic result of any face-nailing. Vibrations in flooring materials may occur when walking and are not covered under warranty.

All cosmetic damage on flooring, including but not limited to gouges, scratches, dents, dings, and chips, are excluded by the Limited Warranty unless they are set forth within any Punch-Out List and/or Walk-Through Orientation Form or otherwise set forth in a proper warranty request submitted *prior to* closing or Owner's move-in, whichever is sooner.

Vinyl Flooring:

Vinyl Flooring will be installed to meet manufacturer recommendations and industry standards. Vinyl floor coverings should adhere; lifting and bubbling will be repaired. Seams will occur and are sealed at the time of installation; while they may be visible, there should be no gaps or curling at seams. If nail pops appear on the surface, the affected area will be repaired. In any situation that requires replacement or repair, a good faith effort will be made to match repaired or replaced material as closely as possible, but Jerry's Homes, Inc. will not be responsible for discontinued patterns or colors.

Tub/Shower - Tile:

All tub/shower tile will be installed to meet manufacturer's recommendations and industry standards. Tub/shower tile can be cleaned with a mild cleanser, but no abrasive products are to be used. ***Only chips or cracks noted on the walk-through orientation form will be considered a warranty concern. Maintenance and repair/replacement of ALL caulk is a homeowner responsibility from the time of possession. Grout on all tile surfaces needs to be sealed. Fiberglass tub and shower floors that are noisy or squeak during use will not be addressed under warranty.***



ITEMIZED COVERAGE CONDITIONS + HOMEOWNER RESPONSIBILITIES

TRIM (BASEBOARDS, CASINGS AND RAILS)

Wood Trim:

Minor imperfections shall not be readily visible from a distance of 6 feet under normal lighting conditions. ***Only those defects, i.e., chips, gouges, etc., noted on the Walk-Through Orientation form will be repaired.*** Openings or gaps at joints in trim and moldings, and at joints between moldings and adjacent surfaces, shall not exceed 1/8" in width at the time of installation. Caulking or puttying with materials compatible to the finish is an acceptable choice for repair. Separation of trim and moldings in excess may be caused by lack of control of indoor relative humidity. Joints that separate under these conditions are not warranted by Jerry's Homes, Inc. It is the homeowner's responsibility to control temperature and humidity in the home. A small dimple may result where trim is nailed. These should be filled, but fill is not guaranteed to match the variations in wood color.

Hardware:

Door knobs and locks should operate correctly. Some slight adjustment may be needed due to normal shrinkage and expansion of the framing; Jerry's Homes, Inc. will make these adjustments during the warranty period. ***Only those dents, chips, scratches, etc. in door hardware, towel rings or shower doors noted on the Walk-Through Form, will be repaired.***

Mirrors:

Mirrors will be installed securely and level to surrounding walls and trim. They will be clean and free of imperfections, scratches or cracks. ***Jerry's Homes, Inc. will correct only those imperfections, scratches or cracks noted on the Walk-Through Orientation Form.***

ATTICS

The attic in your home will be constructed to conform to local Building Codes governing ventilation, insulation and structure.

Homeowner Responsibilities:

Annually inspect caulking around vents and repair as needed. Be sure soffit and ridge vents are largely unobstructed and allow for proper ventilation. Inspect for even distribution of insulation as it is possible to shift in high winds.

Attic Access:

The attic space is not intended for storage (excessive weight could jeopardize the integrity of the structural trusses and void your warranty). Access is provided for purposes of entry to the attic space. When performing any needed tasks in the attic, caution should be used not to step off wooden members onto the drywall. This can result in personal injury and/or damage to the ceiling below. Such injury or damage is not covered by your limited warranty.

INSULATION

Jerry's Homes, Inc. will install insulation to meet industry standards and comply with local building codes concerning R-values in basements, exterior walls and attics.

Homeowner Responsibilities:

If inadequate insulation is suspected by the homeowner and inspection shows Jerry's Homes, Inc. has met its responsibilities, the cost of the inspection and any subsequent repairs will be the Homeowners responsibility.



ITEMIZED COVERAGE CONDITIONS + HOMEOWNER RESPONSIBILITIES

FRAME CARPENTRY (SUB-FLOOR)

Jerry's Homes, Inc. will construct the timber frame of the home to meet industry standards and comply with local building codes. Some floor squeaks are unavoidable and may appear and disappear as the home settles. Squeaks caused by loose sub-floor will be secured, totally squeak-proof floors cannot be guaranteed. ***Jerry's Homes will refasten any loose sub-floor or take other corrective action to attempt to reduce squeaking to the extent possible within reasonable repair capability without removing floor or ceiling finishes.***

A source of squeaks is wood moving along the shank of a nail. Squeaking frequently occurs when lumber, plywood, or boards move slightly when someone walks over them. Boards and plywood may become loose due to shrinkage of the floor structure or sub floor as it dries after installation or seasonal changes in temperature and humidity. Nails used to fasten metal connectors (joist hanger, tie-down straps, etc.) may cause squeaks. Because of the nature of wood and construction methods, it is practically impossible to eliminate all squeaks during all seasons.

Jerry's Homes will refasten any loose risers or treads or take other reasonable corrective action to eliminate squeaking without removing treads or ceiling finishes. Squeaks in risers or treads may occur when a riser has come loose from the tread and is deflected by the weight of a person and rubs against the nails that hold it in place. Movement may occur between the riser and the tread or other stairway members when one tread is deflected while the other members remain stationary. Using trim screws to fasten the tread to the riser from above sometimes will reduce squeaking. If there is no ceiling below, gluing or re-nailing the riser to the tread or shimming will reduce squeaks but the complete elimination of squeaks is practically impossible.

PAINT AND WOOD FINISH

Jerry's Homes, Inc. will paint or finish all interior drywall and exterior trim and doors in a sufficient manner to visually cover surfaces. Wood trim (i.e. stair rails) will be painted or stained and finished as needed. Due to wood characteristics, color variation will often be magnified when finished. There will be no repair or replacements of such variations. ***Only those paint and finish touch ups noted on the Walk-Through Orientation Form will be corrected.***

Homeowner Responsibilities:

All paint and wood finish touch ups encountered after taking possession of the home.

DRYWALL

The shrinking of the wood to which the drywall is attached normally causes some cracking, nail "pops", and/or drywall seams. These natural occurrences may become visible in walls and ceilings. Drywall imperfections noted on the Walk-Through Orientation Form will be completed and the paint touched up. In no instance will Jerry's Homes, Inc. be responsible for repainting entire walls.

Following possession, Jerry's Homes, Inc. will provide a ***one-time drywall touch-up service*** to include spackling and texturing of cracks, visible nail pops and blistered tape at joints. Repairs cannot be made to flaws that can only be seen under certain lighting conditions if those conditions cannot be recreated during normal working hours. ***Jerry's Homes advises waiting until your 11-month service opportunity to enact your one-time Drywall service to obtain the maximum benefit. This service will NOT include repainting.***



ITEMIZED COVERAGE CONDITIONS + HOMEOWNER RESPONSIBILITIES

Jerry's Homes, Inc. will install and finish all drywall to meet industry standards and accepted practices. Garage Drywall will be taped and textured only. *This is not intended to be a finished area.* Cracks in the garage may be unavoidable because the garage is an unconditioned space and temperatures can vary to extremes not found inside. ***Jerry's Homes will not warranty cracks in the garage wall. Touch ups to drywall in the garage will not be addressed at the 11-month service opportunity.***

Walls with a bow exceeding 1/2 inch out of line in a 32-inch horizontal measurement, or 1/2 inch out of line in an 8-foot vertical measurement will be repaired, provided however that Owner agrees that interior and exterior walls, initially and after any wall repair, will have slight variances in their finished surface.

HUMIDITY

Condensation usually results from conditions beyond Jerry's Homes control and will not be covered under warranty. During the process of creating a more energy efficient home, an increase in elevated indoor humidity may present itself. Older homes had been designed and constructed with random gaps which would allow for the release of warm moist air and the replacement of cool, drier air. Newer construction methods do not allow for this natural air to air exchange, thus trapping any internally created humidity within the structure.

Elevated amounts of humidity can cause condensation to form on cold surfaces. Sweaty, frosted or icy windows are all forms of condensation concerns. Most assume that these are a concern with the window but in fact these are a symptom of excess humidity in the home. Condensation on your windows could be an indication that other moisture concerns could develop, including mold or mildew on cold exterior wall surfaces, peeling paint and wood rot. Relative humidity is a measure of how much moisture air will hold relative to the maximum it could hold at a given temperature. Warmer air can hold more moisture than cool air. When warm moist air comes into contact with a cold surface it takes on its liquid form, much like a glass of ice water on a hot summer day. Indoor humidity must remain at a level which will not permit air to condense on the glass surface.

Moisture in the air can condense into water and collect on cold surfaces, particularly in the winter months when the outside temperature is low. Condensation on windows or on walls is a good indicator that the humidity in your home is too high. Blinds and drapes can prevent air within the home from moving across the cold surface and picking up the moisture. It is the homeowner's responsibility to maintain proper humidity by properly operating heating and cooling systems and allowing moving air within the home to flow over the interior surface of the windows. Occasional condensation (water) in the kitchen, bath or laundry area is common. To help alleviate condensation in the bathrooms, it is recommended to run the exhaust fan during and up to 15 minutes after taking showers and baths.

Every Homeowner should own a hygrometer that measures temperature and relative humidity. In the winter months moisture will appear on windows, cold surfaces, and in the attic when the humidity in the home is more than 30% and outside temperatures are below freezing.



ITEMIZED COVERAGE CONDITIONS + HOMEOWNER RESPONSIBILITIES

MOLD

Mold spores can and usually do exist on all organic products. Mold may grow anywhere that a food source, such as wood or drywall, and moisture are present. Jerry's Homes will not warranty or accept responsibility for the presence of existing or future mold growth, fungus growth, mildew or similar organic growth. Additionally, Jerry's Homes, Inc. specifically and in no way warrants or accepts responsibility for damages caused by mold growth to persons or property, loss of income, emotional distress, death, loss of use, loss of value or any other adverse effects attributed to the presence of mold growth, fungus growth, mildew or similar organic growth.

Homeowner Responsibilities:

Moisture (humidity) is a key component to mold growth. Take precautions to minimize moisture levels in your home. Should mold appear in the home, use an approved cleaning solution. Vinegar is recommended by Jerry's Homes.

ELECTRICAL, PHONE AND CABLE SYSTEMS (GENERAL WIRING, BREAKERS AND OUTLETS)

General Wiring and Fixtures:

Jerry's Homes, Inc. will employ licensed Electrical Contractors to install ALL electrical work to comply with local building codes. All phone and cable outlets will be installed as closely as possible to house plans or, when applicable, to selected locations. Jerry's Homes, Inc. will not move Phone and Cable locations after the installation of drywall. *Only those fixtures noted as damaged or tarnished on the Walk-Through Orientation form will be repaired or replaced. Only those burned-out bulbs noted on the Walk-Through Orientation form will be replaced.* Items that do not function as intended will be repaired or replaced.

Electrical boxes on exterior walls may produce cold airflow through the outlet. This is normal and Jerry's Homes, Inc. will take no corrective action. The homeowner may purchase and install foam insulation pads under switch and outlet plates to help decrease drafts.

SHOCK HAZARDS ARE REGARDED AS EMERGENCIES AND SHOULD BE CORRECTED AS QUICKLY AS POSSIBLE. REFER TO THE EMERGENCY PROCEDURES FOR DETAILS.

SERVICE BREAKERS

Service breakers (AKA circuit breakers) will be installed on the home's electrical panel to comply with local building codes with respect to load capacity (amperage). Jerry's Homes, Inc. will replace service breakers that do not work properly during the one-year warranty period.

AFCI (Arc Fault Circuit Interrupter) Breakers:

These sensitive circuit breakers are designed to reduce the likelihood of fire caused by electrical arcing faults. AFCI breakers will be installed in the breaker panel for all bedroom outlets as required by code. They are recognizable by their test buttons. Jerry's Homes, Inc. will replace AFCI breakers that do not work properly during the one-year warranty period.



ITEMIZED COVERAGE CONDITIONS + HOMEOWNER RESPONSIBILITIES

Breakers (including GFCI and AFCI):

Monthly test GFCI, AFCI and other circuit breakers. Overloading circuits will result in tripped breakers. If a breaker trips, remove all appliances and turn off all fixtures. If the breaker can then hold true, the concern may lie in an appliance or fixture. If not, the breaker may need to be replaced. *If under warranty, contact Jerry's Homes, Inc. If this occurs after warranty, contact a licensed electrician to replace.*

Flickering or dimming of lights during periods of heavy load use, such as during air conditioning operation or while vacuuming, is considered normal and does not require corrective action. Space heating equipment added to the home causing electrical breakers to trip is not covered under Jerry's Homes Limited warranty.

Tamper Resistant Receptacles:

These receptacles contain a safety shutter system that prevents the insertion of foreign objects into the receptacle. The safety shutter will open only upon insertion of a 2-prong or 3-prong plug.

GFCI (Ground Fault Circuit Interrupter) Outlets:

GFCI outlets will be installed in all areas that are in close proximity to water, (i.e. in bathrooms, kitchens, garages, and exterior outlets) as required by code. These breakers are extremely sensitive to moisture and changes in resistance to an electrical current flow. A GFCI protects against electrical shock or damage. GFCI outlets are often wired in series, with several outlets tripping and resetting at a single outlet. Jerry's Homes, Inc. will replace GFCI outlets that do not work properly during the one-year warranty period.

Homeowner Responsibilities:

General Wiring and Fixtures

- Periodically inspect fixtures to ensure they remain securely in place.
- Hanging fixtures are installed with the chain adjusted to the standard height or with down-rods as delivered.
- It is the Homeowner's responsibility to adjust the length to suit.
- Polish tarnished finishes to suit.
- Do not exceed the maximum suggested bulb wattage in lighting fixtures.

Service:

Notify ALL utility companies of your move date prior to close to ensure uninterrupted service. Power outages and subsequent surges are generally the result of local conditions beyond the control of Jerry's Homes, Inc. Surges can sometimes result in burned out bulbs or damaged electrical equipment and appliances. It is recommended to use a Surge Protector on equipment such as computers and TVs that are prone to damage from power surges. Servicing of meters and exterior transformers is the sole responsibility of the power company in your area.

Smoke/Carbon Monoxide Detectors:

Homeowner Responsibilities: Replace all batteries as needed annually. Be sure to keep the smoke detector clean from dust build up. Dust can sound a false reading. Clean as needed to prevent false readings.



ITEMIZED COVERAGE CONDITIONS + HOMEOWNER RESPONSIBILITIES

HVAC (HEATING, VENTILATION, AIR CONDITIONING AND FRESH AIR INTAKE)

Heat:

Heating systems will be installed in accordance with local building codes and engineered designs specific to the home. It is possible that rooms located furthest away from the thermostat will vary in temperature. **A LACK OF HEAT IS REGARDED AS AN EMERGENCY AND SHOULD BE CORRECTED AS QUICKLY AS POSSIBLE. REFER TO EMERGENCY PROCEDURES FOR DETAILS.**

Venting and Ducts:

Venting and Ducts will be installed in accordance with local building codes and engineered designs specific to the home. Ductwork should remain attached and securely fastened under normal use. Jerry's Homes, Inc. will correct unattached ducts as needed.

"Ticking" or "Popping" sounds resulting from expansion and contraction of metal ductwork secured to wood framing are not always avoidable and will not be corrected. The exact placement of heat ducts may vary slightly from those positions shown in models. Jerry's Homes, Inc. will not relocate ductwork.

It is possible for outside air to enter the house through a ventilation fan. Infiltration of wind-driven rain and snow are not considered leaks and are beyond the control of Jerry's Homes. The dampers in most fans do not seal tightly. It is possible for the damper to be lodged open due to animal activity (including nesting in the outside opening), or the accumulation of grease, lint, and other debris. Maintenance of ventilating fans is the Homeowner's responsibility.

Dryer vents should be cleaned regularly to keep lint from building up and creating a fire hazard. *Jerry's Homes Inc. is not responsible for the cleaning of dryer vents and ductwork.* Keep the exterior combustion vents clear of snow, landscaping and debris for safe, efficient operation. Hot Water Heater Flues should be kept free of obstructions at both ends. Condensation drains may clog in time and should be periodically checked and cleaned or replaced as needed.

Air Conditioning:

Air conditioning systems will be installed in accordance with local Building Codes and engineered designs specific to the home. It is possible that rooms located furthest away from the thermostat will vary in temperature.

Lack of air conditioning service is NOT considered an emergency. The HVAC contractor will handle concerns as quickly as possible, in the order received. During the "busy season" this may mean a wait. To minimize service delays, please DO NOT wait until the weather is warm to check your air conditioning system.

Indoor Air Quality:

Your home is built to conform with ASHRAE 62.2 building code. ASHRAE 62.2 is a minimum national standard that provides methods for achieving acceptable indoor air quality in typical residences. It was developed and is maintained by the American Society of Heating and Air-Conditioning Engineers (ASHRAE). Building code requires that we build to meet ASHRAE 62.2.

Your home will have one of two methods we use to establish acceptable indoor air quality. Your home will either have a **Whole Home Ventilation Exhaust Fan** in one of your bathrooms or a **Fresh Air Intake** on your furnace. Either system should be explained to you at your homeowner orientation.



ITEMIZED COVERAGE CONDITIONS + HOMEOWNER RESPONSIBILITIES

Indoor Air Quality (Continued):

The **Whole House Ventilation Exhaust Fan** will typically be found in your hall bathroom. The fan will look like a normal bathroom exhaust fan. The bath fan will allow a small amount of air to be pulled from the house to the outdoors. The wall switch will allow more air to be pulled out of the room when it is in the ON position. You will turn the switch on and run the exhaust fan as you normally would when using the shower or toilet. Otherwise, the fan will always run to provide the correct amount of air exchanges to provide you with quality air per ASHRAE 62.2.

If you lower the cover on the exhaust fan unit you will find two adjustments on the fan. One dial will control the CFM (Cubic Feet Per Minute) that air will be pulled out of the home when the wall switch is on. The other will be the amount of CFM that is removed from the home when the wall switch is off.

The **Fresh Air Intake** is a vent that draws fresh air from outside into your return air duct. There will be a mechanical damper at the end of the fresh air supply near the return air duct by the furnace. The mechanical damper will be connected and controlled by the thermostat. The thermostat will allow you to run the ventilation system in the **OFF, AUTO** or **ON** positions. These settings will be found when scrolling through the thermostat positions (**MENU > Ventilation > Mode > OFF, AUTO, ON**).

If the ventilation is set to **OFF**, the furnace will not allow fresh air into the home. The **AUTO** position will allow the proper amount of air exchanges based on the size of the home, the number of bedrooms and the size of the intake pipe that feeds the damper. When running the **AUTO** position, the damper will open, power the furnace blower and allow fresh outdoor air into the home when there is neither a call for heating or cooling. The **AUTO** setting will allow fresh air inside even when the furnace and air conditioner are set to off. If the ventilation system is set to **ON**, there will be a constant flow of fresh air brought into the home. The furnace blower will run constantly when set to this position.

Homeowners may be charged for service calls to correct the following concerns, which are typical Homeowner responsibilities:

- Improperly set Thermostat. "Heat" or "Cool" must be selected to desired use. The temperature set to preferred level. Fan switch should be on "auto" or "on."
- Manual switch "on". This looks like a light switch and is connected to the basement unit.
- Both (interior and exterior) Natural Gas ball valves are in the "on" position (Heat).
- Bottom cover properly in place. As a safety measure, the unit will not operate if the panel is not properly in place.
- Electric Breaker. The Furnace and Air Conditioning breakers at the electrical panel and the disconnect located outdoors next to the Air Conditioning unit must be properly set.
- Change dirty filters. Dirty and high-end dust blocking filters can cause the furnace to short cycle. 1" filters with MERV rating over 7 will clog faster and may also cause the furnace to short cycle. Jerry's Homes recommends 4" wide filters for homeowners seeking a more purified air quality.

Homeowner Responsibilities:

Change HVAC Filter Monthly. Jerry's Homes strongly recommends an annual service check of your heating and cooling system to ensure efficient, safe and reliable performance.



ITEMIZED COVERAGE CONDITIONS + HOMEOWNER RESPONSIBILITIES

FIREPLACES

Fireplaces will be installed to meet local building codes and manufacturer recommendations. Jerry's Homes, Inc. will repair fireplaces that do not function as intended. Although fireplaces do generate a significant amount of heat, they are not intended to be the sole heat source in a home.

Fireplaces have non-insulated glass doors and a non-insulated metal firebox. During extremely cold weather and windy conditions, cold air can radiate from the glass and box and feel cold. The box behind the fireplace, in most cases, will be bumped to the exterior of the home and insulated, as well as sheeted on the outside and inside of the stud wall. This area is not heated as this is unfinished space. With this bump out being surrounded on three (3) sides by the outside air temperatures it will be cold and can transfer this cold into the firebox. In most cases, a firebox will seem very cold in the winter especially with North and West exposure, wood or hard surface flooring in front of the fireplace and wind driving cold air into the firebox. Jerry's Homes will not be able to warranty the fact that a firebox can and will be cold at times. It is recommended to light the fireplace if the cold from the firebox is bothersome.

Homeowner Responsibilities:

It is recommended to run your new fireplace for a minimum of 12 continuous hours to burn off any dust or accumulated substances inside the firebox. It is recommended to perform this procedure on a day when the windows can be opened during this process to avoid any sensitivities to commonly associated odors. You will find further instructions on this procedure in the owner's manual or online for the fireplace. Jerry's Homes installs Heatilator fireplaces.

After periods of dormancy, (i.e. summer to winter) fireplaces may need a small amount of "priming". To achieve this, turn the fireplace on for thirty (30) seconds (you will see and hear the igniter trying to light, this is normal) once the igniter has stopped clicking and is no longer visible, turn it off and on again. Repeat this process until fireplace lights.

Fireplaces do not have a pilot light. They have an electronic ignition system that is used to light the gas. In the event that the power in the home goes out there is a battery backup located below the fireplace which will enable the igniter to work even if the power is out. Do not install batteries unless needed, as corrosion from the batteries will occur within a short period of time.

Fireplace glass should only be cleaned with Cerama Bryte or Cooktop (brand name cleaners) ceramic glass surface cleaner. Do not use Windex or similar glass cleaners as they will etch the glass surface. Periodically check the exterior vent to ensure that it is free of debris or nests. *Blockage in the vent can create a fire hazard; this is a Homeowner's responsibility to maintain.*



ITEMIZED COVERAGE CONDITIONS + HOMEOWNER RESPONSIBILITIES

FIRE SPRINKLER SYSTEMS

Some single family and multi-family homes are required by code to be built with a fire sprinkler system. The first system, used mainly in town homes, is called NFPA 13D. This system uses the domestic PEX water lines within the home for fire suppression. Each sprinkler head in this system is hooked up in series with a sink, shower or other water using fixture as to keep a constant flow of fresh water to each fire head. This system does not have an alarm that would go off in case of discharge. If sufficient water pressure is not present at the time of installation a booster pump would have been added. This pump is typically located very close to the water meter.

Jerry's Homes will not warranty the pump against failure due to the city water pressure being lowered for a period of time, causing the pump to burn up by running more than it was designed to. If you are notified by your local city that a water main will be shut off, it is recommended that you turn off the breaker to the pump during this period, making sure to turn it back on when the water is restored.

With this system, it is very important to keep the home temperature no lower than 65 degrees during freezing winter conditions. Some of these water lines by design will be in the unheated space in the ceilings. Temperatures lower than the recommended could result in frozen water lines not allowing water to reach fixtures within the home, or possibly busted fittings by freezing, resulting in plumbing leaks. Jerry's Homes will not warrant or be held liable against accidental discharge, damage caused by breaks due to freezing, or proper coverage due to low water pressure in case of a fire. Multi-family projects that typically have a homeowner living above will have an alarmed dedicated water source type system that doesn't use the domestic water lines. These systems require regular inspections by certified installers. These systems may use both wet and dry heads.

SUMP SYSTEMS

Basement flooding is most often caused by water build up in the soil that makes its way in to your basement. There are many ways for water to enter and many ways to prevent it from entering. A sump pump is a defense against flooding because it pumps out water from the lowest section of the basement before the water level reaches the basement floor level. As the groundwater level rises it is diverted into the sump pit. If the water reaches what is called 'the critical level', the sump pump begins to pump it out through a pipe into the city storm sewer system. Most sump pump pit covers have a hole for the pump cord. There is a rubber gasket that can be removed, and with a flashlight, you will be able to see the water elevation. To test: insert a hose through the cord opening and fill the basket. The pump should activate once the water level has reached the halfway point in the sump pit. Some sump pits could have a trickle of water during all weather conditions, some may run heavy during wet periods, and some may always be dry. Each home on each lot can and will act differently. High water tables, foundation elevation, excavation, over dig areas, soil types, amount of area tiled and various other reasons and conditions could exist.

Jerry's Homes Limited Warranty only covers that the pump will function for the first year of warranty. Jerry's Homes Limited Warranty does not cover against the following; the homeowner thinks the pump runs more than it should, the noise that can be associated with water trickling into the sump pit, the noise from the pump running a normal sump cycle, and flooding of the basement due to sump pump failure and power outages. You may elect to purchase a battery back-up to power the sump pump during periods of power failure.

Homeowner Responsibilities:

Periodically check that sump pump is operational. Annually check that sump pit is free of dirt and debris.



ITEMIZED COVERAGE CONDITIONS + HOMEOWNER RESPONSIBILITIES

PLUMBING

All plumbing components will be installed by a licensed plumbing contractor to meet with Manufacturers' recommendations, industry standards and local codes. All drains and sewer lines should operate freely. Jerry's Homes, Inc. will correct obstructions resulting from construction debris. **Obstructions shown to be the result of Homeowner action will be corrected at Homeowners expense.**

Jerry's Homes, Inc. will repair leaks in the plumbing system. Jerry's Homes, Inc. will repair drywall or floor covering damaged by leaks or clogs only if the leak or clog was found to be the fault of Jerry's Homes, Inc. No adjustments will be made for secondary damages (i.e. wallpaper, drapes, personal belongings, etc.). Condensation on pipes, fixtures and plumbing supply lines may occur during certain combinations of temperature and indoor humidity. This is not considered a warranty concern, and it is the homeowner's responsibility to control humidity levels in the home.

Some plumbing noises are inevitable. Because of the flow of water and pipe expansion/contraction, the water piping system could emit some noise. However, the pipes should not make the pounding noise called "water hammer". Jerry's Homes cannot eliminate all noises caused by water flow and pipe expansion/contraction. However, Jerry's Homes will provide the "water hammer" protection required by the applicable plumbing code. **Only those fixture damages noted on the Walk-Through Orientation form will be repaired.**

PLUMBING LEAKS ARE REGARDED AS EMERGENCIES AND SHOULD BE CORRECTED AS QUICKLY AS POSSIBLE. REFER TO THE EMERGENCY PROCEDURES FOR DETAILS.

Homeowner Responsibilities:

Homeowner is responsible for following manufacturer's directions when caring for fiberglass, porcelain and metallic surfaces to avoid excessive wear and damage. Homeowner is responsible for all cleaning and maintenance to all sinks, toilets, tubs and jets, showers, fixtures, disposals and drainage pipes.

Many plumbing clogs are caused by improper garbage disposal use. Always be sure to use plenty of cold water when running the garbage disposal. Allow the water to run 10-15 seconds after shutting the disposal off. Never put bones or other hard materials in the disposal or other drains.

Only toilet paper and human waste are to be flushed down a toilet. Clogged toilets are not warrantied by Jerry's Homes.

Remove all hoses from exterior faucets (sillcocks/hose bibs) before exterior temperatures fall below freezing.



ITEMIZED COVERAGE CONDITIONS + HOMEOWNER RESPONSIBILITIES

ROOF/GUTTERS

All roofing and guttering materials will be installed to meet with manufacturer's recommendations, industry standards and local codes. Water should drain from roof and through gutter system with little collection or delay. Roofs and gutters should not leak during periods of normal rain.

In many cases, it may take a full year for shingles to lay flat to the roof in all areas. No corrective action will be taken by Jerry's Homes, Inc. unless it is causing a leak. Ridge vents/box vents atop the roof and eave ventilation are installed to allow proper ventilation of the attic. Jerry's Homes, Inc. does not warrant water, air or snow infiltration from these sources. ***Additionally, leaks and/or damage caused by "Ice Damming", high winds combined with rain, or periods of extremely heavy rain are not covered by Jerry's Homes, Inc. and should instead be reported to the Homeowners insurance company.***

During prolonged cold spells, ice is likely to build up on a roof, especially at the eaves. This condition will naturally occur when snow and ice accumulate, and it is a homeowner's maintenance action to prevent this situation. Jerry's Homes, Inc. does not warrant roof damage caused by walking on the roof.

Homeowner Responsibilities:

Keep gutters and roof clean of debris and vegetation to allow for good drainage. Keep downspouts aimed away from the home. If needed, additional extensions may be required. Visually inspect Roof and attic area for evidence of leakage. Visually inspect caulk and other sealants on roof flashing and repair as needed. **Shingle installation and roof leaks are only covered for one year.**

WEEP HOLES (SLIDING WINDOWS AND DOORS)

Sliding and single hung windows are designed with a weep hole system. Weep holes allow moisture to travel from the track to the outside of the window. If these weep holes become clogged, water can travel to the inside of the home. **Maintenance of the weep hole system is a Homeowner responsibility.** The weep hole on the sliding glass window/door can be found under the track. The track can be lifted on either side with needle nose pliers, as instructed during your pre-close walk through. Weep holes are clearly visible in a single hung window track system. These weep holes can be viewed and cleared without removing the window. The track can be lifted on one side at a time if sliding window is left in the frame. Air infiltration through the weep hole system may be noticeable in high winds or extreme cold temperatures. This occurrence does not require any correction and is not covered under warranty.



ITEMIZED COVERAGE CONDITIONS + HOMEOWNER RESPONSIBILITIES

WINDOWS & SCREENS

All windows will be installed to meet manufacturers' recommendations and industry standards. Some air infiltration is usually noticeable around some windows, especially during high winds. No daylight shall be visible around the frame when the window is closed.

Windows should operate with reasonable ease and locks should perform as designed. Windows displaying moisture between panes may have a bad seal and will be replaced as needed during your warranty period. After your warranty period, any concerns will need to be directed to the manufacturer.

Only those broken windows and damaged screens noted on the Walk-Through Orientation Form will be replaced. Whistling or other noises may be heard from windows during periods of heavy wind. Additionally, "Chatter" noises may be caused by the presence of nearby traffic, earthmoving equipment or low-flying aircraft. Jerry's Homes, Inc. does not warrant these noises.

Moisture in the air can condense on cold surfaces, particularly in the winter months when the outside temperature is low. Blinds and drapes can prevent air within the home from moving across the cold surface and picking up the moisture. Occasional condensation in the kitchen, bath or laundry area is common. It is the homeowner's responsibility to maintain proper humidity by properly operating heating and cooling systems and allowing air to flow over the interior surface of the windows. Condensation on windows or on walls is a good indicator that the humidity in your home is too high or windows/doors are covered as not to allow air over surface.

Homeowner Responsibilities:

Condensation on interior or exterior surfaces of the window is the result of humidity/temperature differentials beyond the control of Jerry's Homes, Inc. and will not be corrected. Indoor humidity level should be monitored to eliminate the possibility of condensation.

Recommended Humidity Levels *see *Humidity paragraph on page 29.*

Maintenance and repair/replacement of ALL Caulk is a homeowner responsibility from the time of possession. Regularly check caulking and weather stripping on the exterior and interior of window frames and repair/replace as needed. Some insects eat pollen attached to screens, leaving large holes; this natural occurrence is not covered under warranty. Regularly remove track from bottom of windows to maintain clean weep holes which will allow rainwater to flow out of the window instead of the inside of the home (Please refer to 'Weep Hole' section of this manual).



ITEMIZED COVERAGE CONDITIONS + HOMEOWNER RESPONSIBILITIES

DOORS (EXTERIOR SWING, SLIDING, INTERIOR, GARAGE AND GARAGE OPENERS)

EXTERIOR SWING AND SLIDING DOORS

All doors will be installed to shut completely and latch and lock properly. Exterior doors shall not swing open or closed by the force of gravity alone. Exterior doors shall operate smoothly.

Jerry's Homes will adjust door misalignments caused by changes of the home during the warranty period. Poorly fitting weather stripping will be refitted or replaced, or the door may require some adjusting if light is visible.

Sliding patio doors or screen doors shall slide properly on their tracks at the time of purchase. The cleaning and maintenance necessary to preserve proper operation are the homeowner's responsibility. Proper operation of the doors should be verified by the homeowner at the time of the pre-close walk. Regularly remove track from bottom of sliding door to maintain clean weep holes which will allow rainwater to flow out of the door instead of the inside of the home. (Please refer to 'Weep Hole' section of this manual). Jerry's Homes will adjust doors as needed.

INTERIOR DOORS

All doors will be installed to shut properly and latch completely. Interior doors shall not swing open or closed by the force of gravity alone. Privacy (locking) knobs will be installed on the Master bedroom door and additional bathroom doors only (but not on master bathroom). Jerry's Homes, Inc. will adjust misaligned locks caused by settlement during the warranty period.

Homeowner Responsibilities:

Maintenance and repair/replacement of ALL Caulk is a homeowner responsibility from the time of possession. Keep temperature and humidity levels in home as constant as possible to minimize door sticking and/or warping. Lubricate hinges and hardware as needed. A dry graphite lubricant will work best and avoid "gumming". Lubricate Bi-fold and pocket door tracks as needed. Keep tracks free of debris. Tighten hinge screws and hardware as needed. Adjust threshold on swing doors as needed to decrease drafts or disencumber a door that is hard to operate.

GARAGE DOORS AND OPENERS

Garage doors will be installed as recommended by the manufacturer. The garage door should operate smoothly and with reasonable ease. Adjustments will be made to doors that become misaligned during the warranty period. Jerry's Homes, Inc. will not be responsible for misalignment found to be caused by an opener installed by the homeowner. Cosmetic concerns will only be addressed if noted at the buyer orientation. Garage overhead doors cannot be air tight and some snow, wind, and water infiltration is possible in periods of heavy or hard rains or high winds. These occurrences are out of Jerry's Homes control and no corrections will be made.

Homeowner Responsibilities:

Lubricate tracks and rollers with silicone or lithium spray as needed. Tighten door hardware as needed. Keep photo eyes at door bottom properly aligned and adjust closing sensitivity to meet needs. Replace batteries in remote as needed.



ITEMIZED COVERAGE CONDITIONS + HOMEOWNER RESPONSIBILITIES

EXTERIOR WALL SHEATHINGS AND TRIM (VINYL SIDING, SHUTTERS, BRICK/STONE)

Vinyl Siding & Trim (Including Shutters):

Materials will be installed to meet industry standards and manufacturer recommendations. Minor “waviness” and visible seams are considered normal and is to be expected because of bows in studs. Waves or similar distortions in vinyl siding are considered excessive if they exceed 1/2 inch over 32 inches. **Only those damages noted on the Walk-Through Orientation Form will be repaired or replaced.** Peeling, blistering or other defects encountered during the warranty period will be corrected. Jerry’s Homes, Inc. will not be held responsible for acts of nature or reflective light causing siding to melt.

Brick/Stone:

Materials will be installed to meet industry standards and manufacturer recommendations. Small cracks and chips as well as variations in color, size and placement are considered normal and will not be addressed by Jerry’s Homes, Inc. Bricks are made of natural materials and may discolor with age and exposure to the elements. As such, this discoloration is not warranted by Jerry’s Homes, Inc.

Homeowner Responsibilities:

Vinyl Siding & Trim (Including Shutters) require cleaning as needed with warm water and a soft bristled brush. Periodically inspect for loose panels and potential points for water infiltration. Small wicks in the mortar under brick sills and near the bottom of brick walls are intentional and should remain unobstructed. In time, it may be necessary to “tuck point” cracks in mortar.

DECKS

All decks shall be constructed to conform with local Building Codes related to materials and structure. Some cracks and splits are considered a normal condition of the materials used. Your deck is made of treated lumber. It is recommended to seal your deck after it has dried out.

Homeowner Responsibilities:

Deck maintenance is solely the Homeowners responsibility. Periodically check for loose or high nails and screws and re-secure as needed. Keep deck surface and spaces free of debris likely to retain water. Deck sealing is a Homeowners responsibility. **It is possible for deck boards to shrink due to dryness. These boards will sometimes squeak when walked on. These occurrences are not a warranted item.**



ITEMIZED COVERAGE CONDITIONS + HOMEOWNER RESPONSIBILITIES

CONCRETE (EXTERIOR, STRUCTURAL, NON-STRUCTURAL AND FOUNDATION WALLS)

Exterior slabs (driveways, patios, stoops, walkways, etc.) exposed to the elements and freeze/thaw conditions causing concrete heaving is not covered under the terms of this warranty.

Concrete is in a perpetual state of curing. Color variations and surface mineral deposits are all considered a part of the curing process. Most surface cracks are also considered normal and require minimal, if any, corrective attention. Further, driveway concrete is poured with an air entrained concrete; this porous concrete enables it to adjust better to weather conditions and the elements, however, air-entrained concrete will scale if excessive amounts of calcium or sodium chloride deicing salts are used.

Overall, (1) concrete cracks in foundations, walls, patios, floors, driveways, sidewalks, and other concrete cracks are covered under the Limited Warranty if, and only if, the cracks were solely caused by defective concrete/materials or improper installation of the concrete that is below the standard of care and does not conform to the generally recognized and accepted practices in the local residential homebuilding industry and the cracks are substantial in size and substantially affect the functionality and use of the concrete; and (2) differing heights in adjacent sections of sidewalk, patio, or driveway concrete, are covered under the Limited Warranty if, and only if, the difference in adjacent sections were solely caused by defective concrete/materials or improper installation of the concrete that is below the standard of care and does not conform to the generally recognized and accepted practices in the local residential homebuilding industry and the cracks are substantial in size and substantially affect the functionality and use of the concrete.

Driveways or sidewalks that have warranted cracks under the above standard (outside of control joints) that exceed 3/8 inch in width or 3/8 inch in vertical displacement can be scored and sealed. Driveways or sidewalks that have 1/4 inch gap can be scored and sealed under warranty. Control joints are placed in concrete for the purpose of encouraging cracking to take place at the joints instead of random places. Concrete flatwork should be even except where the floor is designed specifically for drainage purposes. Concrete flatwork that exceeds 3/8 inch vertical displacement will be repaired under the first year of homeowner's warranty. A repair can be accomplished by adding a leveling material or grinding the surfaces to allow for a smooth transition from the two flat surfaces. Mudjacking or replacement may be considered under extreme cases where concrete has settled well beyond the 3/8 inch vertical displacement. Areas of concrete that lift during winter caused by frost will NOT be addressed under warranty.

Standing water that is 3/8 inch deep on a sidewalk, 24 hours after the end of a rain is considered excessive.

Popouts are roughly cone-shaped pits left in the surface of flatwork after a small piece of concrete has broken away due to internal pressure. This pressure is generated when a piece of chert, soft fine-grained limestone, shale, hard-burned lime, hard-burned dolomite, pyrite, or coal expands. The first two are natural constituents of some aggregates; the others sometimes find their way into aggregates as impurities. In some materials, the expansion is caused by freezing or absorption of moisture; in others, it is caused by a chemical change. For example, popouts can occur from the chemical reaction between alkali in concrete and reactive siliceous aggregates. Popouts range in size from about 1/4 inch to 2 inches in diameter. Jerry's Homes does not warranty concrete that has popout concerns because popouts do not significantly diminish the integrity of the concrete and are cosmetic in nature.

Jerry's Homes, Inc. will, in its sole discretion, determine the means and methods of repair of any warranted items. These can include, but are not limited to: scoring and sealing, surface patching or replacement, with replacement being the least likely repair method for warranted concrete items. There is no guarantee that the color or texture of the repair will match adjoining concrete, and Builder has no liability or responsibility for the aesthetic result of any scoring and sealing, surface patching, or other repair of the concrete.

Homeowner Responsibilities:

- Do not use salt or melting chemicals on concrete, as it will damage the finish.
- Use waterproof sealants or caulk to fill cracks and joints as needed.
- Avoid parking or driving heavy vehicles on concrete.
- Avoid parking on your driveway during the first winter as salt solutions dripping from a vehicle can cause your concrete to scale.



ITEMIZED COVERAGE CONDITIONS + HOMEOWNER RESPONSIBILITIES

STRUCTURAL AND NON-STRUCTURAL SLABS (BASEMENT FLOORS AND GARAGE FLOORS)

Garage floor slabs are poured with an interior non-air entrained concrete that is not as porous as exterior concrete. Non-air entrained concrete is not protected against freezing and thawing and can scale if calcium or sodium chloride/deicing salts are used. Minor cracks in concrete floor slabs are normal.

Concrete will be poured and finished to conform to industry standards. Jerry's Homes, Inc. will correct only those concerns that exceed accepted performance tolerances for concrete.

Homeowner Responsibilities:

Use waterproof sealants or caulk to fill cracks and joints as needed. Use a concrete stain remover immediately to lessen the visibility of stains.

FOUNDATION WALLS

Pits, surface voids, and similar imperfections are sometimes called "bug holes". More technically, they are called "air surface voids" and are caused by air entrapped at the concrete and concrete form interface. The technical term for larger voids is "honeycomb".

Shrinkage cracks and other cracks are common and are inherent in the drying process of poured concrete walls. This should be expected due to the nature of concrete. Only cracks in foundation walls that leak will be addressed as a warranty claim.

Jerry's Homes, Inc. will determine the nature of all corrections. These can include, but are not limited to: epoxy injection, concrete caulking, patching or replacement. There is no guarantee that the color or texture of the repair will match adjoining concrete.

Leaks caused by improper landscaping installed by the homeowner or by the homeowner's failure to maintain proper grades will not be considered a warranty concern. New-construction walls and floors may become damp as concrete, mortar, and other materials dry. *Dampness/condensation alone is not considered a warranty concern.*

Concrete will be poured and finished to conform to industry standards. Jerry's Homes will correct only those concerns that exceed accepted performance tolerances for concrete.



ITEMIZED COVERAGE CONDITIONS + HOMEOWNER RESPONSIBILITIES

SITE WORK

Jerry's Homes will grade the yard to achieve proper storm water drainage away from the house. Proper drainage will be determined as the yard's ability to evacuate puddled water within 48 hours after a heavy rain has stopped. In periods of ground saturation, allowed drainage time will be 72 hours.

Jerry's Homes will not be responsible and will not warranty drainage or leak concerns that are directly related to changes made by the homeowner or sub-contractors not hired by Jerry's Homes. Please do not build fences, sheds or gardens in areas designed to allow for water to flow out of the neighborhood. Do not block these drainage areas. Always check with your city before installing fences, sheds and gardens to know what is designated as a water easement.

Jerry's Homes, Inc. does not warrant drainage on yards that have not been regularly mowed or that have been altered after purchase.

Seasonal rain and freeze/thaw conditions will cause settling within your new lawn. Jerry's Homes will return *ONCE* during the first year after settlement to repair the areas that have settled within 10 feet of your house. ***Since there are many factors beyond our control, which affect the establishment of the new lawn, you will be solely responsible for the establishment of the new lawn.*** We are responsible only for initially establishing the proper grades and swales. You will be responsible for maintaining such grades and swales once they have been properly established. Be sure to repair any washouts as soon as possible to minimize erosion.

Jerry's Homes will provide a reasonable means of draining water off the lot. Jerry's Homes is not responsible for water flowing from a nearby or adjacent property that is not developed by Jerry's Homes.

Jerry's Homes, Inc. will provide a *ONE-TIME* supply of soil to fill areas that have settled more than six (6) inches and that affect proper drainage within the one-year warranty period, assuming the settlement was solely caused by defective fill dirt/materials, or improper grading, dirt work, or other work, that is below the standard of care and does not conform to the generally recognized and accepted practices in the local residential homebuilding industry. The Homeowner will be responsible for removal and replacement of shrubs, grass, other landscaping, pavement, sidewalks, or other improvements affected by placement of such fill. It is the Homeowners responsibility to re-establish drainage grade with the provided soil and restore vegetation.

Grass and other landscaping are integral components of the storm water management practice needed to minimize erosion from the site. It is the homeowner's responsibility to maintain such grass and other landscaping to help ensure proper functioning of the site drainage system.

JERRY'S HOMES, INC. MAKES NO WARRANTY THAT LOT PIN PLACEMENTS ARE ACCURATE AT CLOSING DUE TO THE CONSTRUCTION PROCESS. LOT LINES ARE WARRANTED ONLY AS THEY APPEAR OF RECORD IN THE CERTIFIED FINAL PLAT MAP. Jerry's Homes will install sod on your property. It is possible that extra sod may temporarily be placed outside your property boundaries. Homeowner maintenance of this extra sod is optional, as it may be removed or used during the completion of the adjacent property.



ITEMIZED COVERAGE CONDITIONS + HOMEOWNER RESPONSIBILITIES

LANDSCAPING

Jerry's Homes, Inc.:

(1) In all cases, warrants the proper installation of sod, trees, plants, grass seed, Hydro seed, and all other plants and shrubbery (collectively, "Sod and Plants"), and

(2) when the house is located on a Builder-owned lot, further warrants the Sod and Plants until closing, except to the extent the closing is delayed due to an Owner-related reason in which case such warranty ceases as of the original closing date; thereafter, Owner shall have full responsibility and liability for the Sod and Plants.

Jerry's Homes, Inc. will not warrant Sod and Plants except as noted above in subpart (1), and subpart (2) if applicable, due to Sod and Plants being perishable items that will not thrive without the proper care. Provided however that Jerry's Homes, Inc. hereby assigns to Owner any express warranties provided by its landscaper/supplier on the Sod and Plants.

Cold and/or wet weather could mean that final grading and landscaping cannot be completed prior to closing. In these cases, grading and landscaping will be completed as weather permits.

At the point Jerry's Homes, Inc.'s warranty ends, as set forth above, hoses and sprinklers that are the property of Jerry's Homes will be removed and lawn care will be the homeowner's full responsibility. Any noticeable concern with dead sod or trees must be addressed and noted on the Pre-Close Walk Sheet.

1. Watering Sod

Water newly sodded lawns daily (or more often in hot/windy conditions) until it is firmly rooted (about 4-6 weeks). The sod should be kept moist during this (4-6 week) period entirely through to the underlying soil. Continue to water and work to establish a healthy lawn even after the sod has taken root. After the sod is established, weather conditions will dictate the amount and frequency of watering needs. Make certain that the new sod has sufficient moisture to survive hot, dry or windy periods.

2. Mowing

Do not attempt to mow new sod within 2 weeks of installation. We recommend that you don't mow more than 1/3 of the grass height at any mowing. Your grass should never be cut shorter than 3" in length as this will dry out the root system. Riding mowers should not be used until your lawn is established. Riding mowers will cause ruts in wet yards and rip up sod that is not yet established.

3. Fertilizer and Weed Treatment

New sod is heavily fertilized prior to harvest. It is best to wait until your new sod has been mowed at least 3-4 times before applying any lawn fertilizers. Weed seeds are dormant in the sod and the underlying soil and no amount of preparatory work will eliminate this. Weed prevention is not covered under warranty and is at the owner's expense. Do not attempt to add weed control to the yard until the root system has firmly grown into the soil.

4. It is inevitable that some bare spots will occur in any new lawn; this is not covered under warranty. Over seeding of your new lawn with an appropriate seed mix is strongly recommended during the first spring and fall planting seasons. Over seeding is even more effective with a fertilization and aeration program. Over seeding is a homeowner maintenance item.



ITEMIZED COVERAGE CONDITIONS + HOMEOWNER RESPONSIBILITIES

5. Until the homes on both sides of your home are completed, we ask that you refrain from planting trees or adding fences on your property line. Often the establishment of adjoining lawns will require minor work on the property line to properly establish the grading area. This will allow us to better grade and drain adjoining properties, as well as your own.

6. Under no circumstances should you plant trees or shrubs or place fences within drainage swale areas or easements.

7. Watering and fertilization are the most important things you can do for your lawn. Taking these actions will be much less expensive than re-establishing a lawn that has not been fully nurtured in the first critical year. It is not uncommon for lawns to take up to three years to become fully established. Please be patient and follow good lawn care procedures and you will be rewarded with a beautiful lawn.

8. Trees

Newly planted trees are under stress due to their new environment, so they'll need extra love and care! Proper watering is essential to bringing moisture and oxygen to your tree's roots. Water is critical to the success of any tree or shrub planting. The root ball must be kept moist but not saturated for proper care. Overwatering can be just as detrimental as insufficient water. Just watering your yard is not enough in caring for your trees. Trees can deteriorate and die due to a varying number of factors, including disease and disturbance to root systems. Over or under watering can harm trees. No warranty is made regarding the trees located on your lot. You may wish to consult with an arborist to determine appropriate actions to preserve your trees. Tree stakes can typically be removed after the first year, however they may require additional time depending on the tree's growth cycle.

Homeowner Responsibilities:

Care and maintenance of all grading, landscaping and vegetation from the time of close or as otherwise noted above.

Scan the QR code to access our website
for more details on product care and maintenance

