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# CANYON COVE HOMES

## WARRANTY BOOK

for

lot# & Subdivision \_\_\_\_\_

Closing Date: \_\_\_\_\_



# Canyon Cove Warranty Manual

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## Introduction Letter

Welcome to Canyon Cove Homes LLC and congratulations on owning your new house. We say house because that is all we have built to this point; it will be you that makes it home. We feel the information in this booklet will help clarify your warranty. Any question you might have is welcome. Assumptions can cause serious problems, so please don't hesitate to ask.

Your warranty is in place as you have the opportunity to test drive your new home. Unlike your car it is limited how well we can work out construction defects or flaws. Those items usually manifest themselves within the first year. This is the purpose of the warranty.

Your house is new to the neighborhood as well. Because of this it is natural to see some different signs of settling. The signs could include the grade settling around the house as well as some cracking in the drywall. Please be aware that these things are normal and addressed in the warranty.

We would like to do an Orientation meeting with you. At this meeting, we can answer your questions as well as explain the different components of your home and give you some instructions that will help you understand and enjoy.

We hope that you enjoy your new home.

Canyon Cove Homes, LLC

Curt Dial

Owner

Mike Brough

Owner



## Canyon Cove Homes Directory

Main Office 801-448-2373

Warranty [canyoncovehomes.com](http://canyoncovehomes.com)

Please submit warranty issues online.

### Utilities

Questar 801-324-5111

Rocky Mt. Power 888-221-7070

## Emergency procedures

**Weekends/Holidays:** If you have an emergency (Defined below) on weekends after regular business hours, or on a holiday, call the numbers above. Please be sure it is a true emergency.

### Electrical

Bullett Electric 801-553-8637

Chapman Power and Sound 801-633-1699

### Heating

Central Heating and Air 801-897-3458 or 801-897-3459

### Plumbing

Performance Plumbing 801-792-4468

### Roofing

Milne Brothers Roofing 801-268-4496 or 801-558-6320

## Emergency Defined

- Total loss of heat, in winter
- Plumbing leak that requires the entire water supply to be shut off
- Roof leaking
- Any situation that endangers the safety of the occupants
- Electrical safety hazards.





## Move-In Instructions

### **Keys**

Your agent will give your keys to you.

### **Mail**

Contact the local Post Office to get instructions on how to get your mail.

### **Utilities**

You will need to contact the different utility companies and have the services put in your name before your move in. See the directory for the phone numbers.

Under no circumstances will Canyon Cove Homes pay for utilities after the house has closed. If, by mistake, this happens, the homeowner will reimburse Canyon Cove Homes the amount. The warranty will remain void until payment is made, in full.

### **Plumbing**

Please watch plumbing fittings inside cabinets and toilets for small leaks the first several days of occupancy. Your water pipes are tested for leaks but it is possible to miss some. If there is a leak, the water supply must be shut off immediately to reduce damage. This can be done at the shut-off valve on the front basement wall, or at the meter by the sidewalk, with the use of a wrench.

### **Damage**

Be careful when moving furniture or appliances, you could easily cause damage.

### **Sprinkler Watering Times**

If Canyon Cove Homes has installed your landscaping, we have already set the timer to water often while the sod becomes established. You will need to cut back on your water schedule by resetting the timer. Failing to do so will result in an unnecessary high water bill.



## Preventative Maintenance Reminder

The investment that you have made in your home can be protected as you take the following preventative actions. This is a summary. More details are located in the warranty section.

**Ice Maker water lines:** Periodically check the water supply line to the refrigerator for leaks.

**Exterior Concrete:** Snow should be removed before driving and walking across concrete drives and walks. Do not use any kind of ice melt or salt; it will damage the concrete. These actions will help prevent spalling of the concrete. Don't let water puddle near flat concrete areas as it can cause settling and cracking of the concrete. It is a good idea to apply a protective sealant to the exterior concrete every few years.

**Countertop Seams:** Do not let fluids puddle near or on the seams of the countertops. It can cause damage to the seams.

**Garage Door Opener:** Lubricate the chain on the opener and the wheels on the door periodically.

**Smoke Detectors:** Check the batteries periodically for your safety.

**GFI Outlets:** GFI outlets are safety outlets that are placed near water sources and on the exterior of the house. Become familiar with their locations and reset them with the button on the outlet when they have become tripped.

**Wood Fireplace:** For your safety, periodically clean flues to wood-burning stoves and fireplaces.

**Carpets:** Vacuum and clean the carpeting regularly. If the carpet becomes wet or damp, the carpet should be pulled back to allow the carpet, pad and floor to dry out. Leave a fan running in the area until all components are dry. Otherwise mildew can develop in the area.

**Furnace:** Clean the filters regularly.

**Plumbing:** Check toilet and sink water supply lines periodically for leaks. Make sure that there is water in the basement floor drain p-traps. It will help keep sewer gases from coming into the house. Always turn off the water supply to the inside of the house when leaving the home for vacations or extended periods of time.

**Landscaping:** Make sure that exterior grades continue to slope away from the house for good drainage. Over time settling can occur. Puddles by the foundation can cause even more settling and also cause leaking to occur.

**Drainage & Grading:** Your lot will be final-graded to FHA standards. Always be aware of how the water is draining during a heavy rainstorm. It shouldn't puddle near the foundation or any of the flat cement. When you landscape, maintain the slope away from the house. If you have settling near the foundation or by outside concrete, fill it in to prevent leakage and settling. You are responsible to maintain the grade. Make sure that the pipe under the house walk allows water to flow out onto the lawn away from the flat concrete and foundation. Do not bury the pipe or your house walk will settle. Canyon Cove Homes is not responsible for this damage.

**Berm & Swale Maintenance:** Please be aware that some lots require either a berm or swale on the property to allow proper lot water drainage. If your lot has one of these then it must be maintained by the homeowner and cannot be removed. If it is removed, then the homeowner will be responsible for any damage caused by the removal.

**Sprinkler:** Be sure and turn off and drain the sprinkler system before winter weather arrives. This will save you from making costly repairs in the spring.

**Exterior Hose Faucets:** Be sure that all hoses are disconnected from these faucets before cold weather arrives. Otherwise the faucet can be ruined.

**Ice Buildup on Roofs:** Heat cables can protect against ice dams that can form on north facing exteriors and create safety hazards to walkways. Be sure to follow the manufacturer's installation instructions carefully so that you don't create a fire hazard.

**Shingles:** Replace shingles that have been damaged in high winds. Walking on the roof can also damage shingles. Keep it to a minimum.

**Tub Surrounds:** Caulk the corners and seams of the shower and tub surrounds periodically. It will prevent water damage to the surrounding areas and structure.

## Winter Maintenance

- **Freezing Pipes:** In times of severe freezing, plumbing water lines in overhangs can freeze up. In these areas, it is a good idea to leave the tap turned on to a trickle in the tub or sink to help prevent freezing.
- **Outside Hoses:** Outside water faucets drain themselves in the winter to prevent freezing. Never leave a hose on the faucet in freezing weather. The hose will prevent the faucet from draining, and your faucet will freeze and rupture.
- **Concrete** Homeowners are not to use salt or any other ice melting products. Snow and ice must not be allowed to accumulate or be driven on. Parking on the driveways in the wintertime will cause spalling (flaking) because salt off the roads will drip on the driveway. Freeze-thaw action will then pop the top surface of the concrete off.





## Warranty

### Canyon Cove Homes Limited Warranty

#### One-Year Warranty

Canyon Cove Homes, LLC warrants that for a period of one year from the time of closing, the home will be free from defects due to noncompliance with the performance standards of FHA herein stated. This coverage extends to the original homeowner.

Canyon Cove Homes, LLC warrants that the correct materials were used in the construction of the home, and that they were installed correctly. If a repair is necessary because of a Canyon Cove Homes flaw, Canyon Cove Homes will make the repair. If a necessary repair is not because of a construction flaw, Canyon Cove Homes is not responsible to repair it under the warranty.

#### Two-Year Warranty

Canyon Cove Homes, LLC warrants that for a period of two years from the time of closing, the electrical, plumbing, and heating of the home, (exclusive of appliances, fixtures, and items of equipment), will be free from defects due to noncompliance with the performance standards of FHA herein stated. This coverage extends to the original homeowner only.

**Warranty requests must be made within the applicable time frames. Matters pertaining to the one-year warranty must be reported within the first year. Similarly, matters pertaining to the two-year warranty must be reported within those time frames. Warranty requests must be registered with the warranty department. Telling anyone other than the warranty department will not register the request in the database, and it cannot be tracked or followed-up effectively.**

#### **CONSEQUENTIAL DAMAGES ARE NOT COVERED BY THIS LIMITED WARRANTY.**

The builder, by his choice, will repair, replace, or reimburse the homeowners for reasonable costs of defective items, which are covered by this warranty. Under normal conditions, Canyon Cove Homes, LLC must be contacted and allowed to make the necessary repairs on legitimate warranty items in a timely manner.

Notwithstanding anything contained herein to the contrary, this warranty excludes subsequent harm done to the above structural components by: earthquake, tremors, settling, freezing, insects, leakage, mold, wind, lightning, fire, overloading, abuse, neglect or lack of maintenance, misuse, or any other act of nature or individual that is not under the control of Canyon Cove Homes LLC

If there is an extreme emergency after business hours, and you cannot wait until the next business day to report it, call, and we will contact our own subcontractor to solve the emergency. Canyon Cove Homes, Inc may not reimburse work done by any other company. Please refer to the next section for the definition of an extreme emergency.

#### **Emergency Defined**

- Total loss of heat, in winter
- Plumbing leak that requires the entire water supply to be shut off
- Roof leaking

- Any situation that endangers the safety of the occupants
- Electrical safety hazards.



## Items Excluded Under This Warranty

- Damage due to non-maintenance, improper use, or negligence by the homeowner.
- Damage due to failure of homeowner notifying Canyon Cove Homes of defects in a timely manner.
- Damage due to alterations, add-ons, or changes, made by the homeowner or his agent.
- Damage that the homeowner has not taken timely action to minimize.
- Damage due to accidents, fire, high winds, earthquake, hail, flood, lightning, vandalism, changes in water table, acts of God, or other similar causes beyond the control of Canyon Cove Homes, LLC
- Damage due to insects.
- Damage due to normal wear and tear or to abuse. Defective or damaged items will not be covered unless notification is made to Canyon Cove Homes, LLC prior to taking possession of the home.
- Reimbursement for storage, food, shelter, transportation, or inconvenience related to warranty repairs.
- Items not reported directly to the Warranty or within the warranty period.
- Items constructed or installed by the homeowner or his agents.
- Anything altered or worked on by anyone not authorized by Canyon Cove Homes, LLC Such actions will void warranties on that thing and on anything affected thereby.
- "Sweat Equity" work taken on by the buyer or work done by the buyer's subcontractor. In these cases, the buyer becomes the Subcontractor of record and any work necessary on the affected areas of the home will be referred to the buyer.
- Work done at Canyon Cove Homes, LLC's discretion. Kindnesses to one homeowner in no way obligate Canyon Cove Homes, LLC to extend the same or a different kindness to any other homeowner.

### **Final walk through list completion**

Canyon Cove Homes, LLC is responsible for completing all agreed upon walk-through items before occupancy. If this is impossible, Canyon Cove Homes, LLC will with the homeowner's consent, complete walk through items after closing. Canyon Cove Homes, LLC must have daytime access to the home and the homeowner, or his agent must be present. Walk-through items are not considered warranty problems.

**If a subcontractor is sent on a warranty call, and the problem is the result of the homeowner's negligence, the homeowner will be responsible for any service call charge.**

## Clarification of Responsibility

Both parties understand that when repairs are made, Canyon Cove Homes, LLC will not be responsible for discontinued patterns, color variation, dye-lot differences, texture differences, discontinued models, or styles etc. Canyon Cove Homes, LLC will try to match the existing product. This limited warranty is equally binding on Canyon Cove Homes, LLC and the homeowner. Both parties agree that the home will require an active-maintenance effort on the part of the homeowner to reduce the likelihood of damage.

Both parties understand that manufacturers' warranties are separate from this limited warranty, and are not the responsibility of Canyon Cove Homes, LLC to enforce or honor.

If the manifestation of a problem comes and goes or is not out in the open to be seen, the burden of proof will be with the homeowner. If Canyon Cove Homes, LLC cannot discover anything wrong and declines to go further in investigating a particular problem, the responsibility will be on the homeowner to prove what he claims, to get further action on it.

If a homeowner calls in a warranty request, that act gives Canyon Cove Homes, LLC permission to: enter the property (not any buildings without invitation); inspect, investigate, take pictures, make notes, or in any other way make record and document the visit; get on the roof, if necessary; repair the problem as Canyon Cove Homes sees fit; use such electricity or water as may be necessary to investigate problems, make repairs, and clean up afterwards.

Both parties understand that reasonable standards of performance exist in the building industry. Canyon Cove Homes, LLC makes every effort to comply with these nationally accepted standards. It is understood that a home is a product of many different subcontractors, suppliers, building codes, inspectors, supervisors, as well as the contractor. Minor flaws will exist in any home built. The aim of Canyon Cove Homes, LLC is to minimize these flaws. Standards of performance, which are accepted by FHA, VA, and cities and counties, are for the protection of the homeowner as well as the builder. These standards of performance are listed below.

### Appliances

All appliances are to be installed according to manufacturers' recommendations. All appliances carry their own warranties and the homeowner is responsible to follow all operation instructions. Should there be a problem, please deal directly with the supplier of the appliance and not with Canyon Cove Homes, LLC. Retain all instructions and warranties for appliances. Canyon Cove Homes, LLC will leave the warranty & instructions attached to the appliance.

Ranges and dishwashers will be installed a few days before the orientation inspection. Refrigerators, washers, and dryers, if purchased, will be delivered after the closing.

### Cabinetry

Doors are not to warp over 1/4" as measured from corner to corner. The acceptable gap between cabinets, walls, and ceilings is not to exceed 1/4". Cabinet door panels will shrink or expand as the air moisture changes. This may expose an unpainted line, which is acceptable.

Children must not be allowed to use doors or shelves to climb. Broken doors and shelves will be considered damaged and not repairable under the warranty unless Canyon Cove Homes determines the breakage happened other than from abuse. Loading too much or too heavy items on the shelves may break them which will be considered damage and not repairable under the warranty.

### Ceramic Tile & Cultured Marble

These materials should not crack or become loose. All seams will be caulked. You can expect cracking in the caulking due to normal shrinkage of the lumber. It is the homeowner's responsibility to maintain the caulking.

## Concrete

Concrete cracking is normal and is not covered under the Canyon Cove Homes warranty. Should cracks or joints widen or vertically displace beyond acceptable standards, (see chart below), Canyon Cove Homes will repair it by surface caulking, or in extreme cases, replace concrete.

- **Foundation**

Shrinkage cracks found in the concrete foundation walls are not unusual. The maximum acceptable width is 1/8". It is important to note that these aren't a structural defect. Many bars of steel rebar strengthen the foundation wall.

If water seepage, wind leakage, or dirt or insect penetration is evident, it is the responsibility of Canyon Cove Homes, LLC to seal the crack, during the first year. The homeowner is responsible to correct any grading or sprinkler defects contributing to the problem.

- **Floors**

Cracks occurring in basement floors are normal. These cracks should not widen to over 3/16" or displace vertically more than 1/8". When within standards, the homeowner can easily caulk these cracks. Similar cracks found in garage floors are not to widen more than 1/4" or displace vertically more than 1/4". It is not guaranteed that any water on the basement floor should run toward the floor drain. The main purpose of the floor drain is to receive overflow from the water heater and condensation from the furnace and air conditioner.

- **Exterior Concrete**

All cement gutters, drive approaches and sidewalks are right-of-way improvements, which are inspected and accepted by the city or county of jurisdiction. They are **not** covered by this

The exterior concrete can easily be damaged by homeowner **abuse or neglect**. It is the homeowner's responsibility to maintain and care for exterior concrete. Canyon Cove Homes, LLC suggest homeowner seals all exterior drives with a high-grade sealer. The homeowner is responsible to reseal these areas on a yearly basis. This will help protect the concrete from salt and chemicals tracked in off the road. Salt and chemicals will break down the concrete and cause spalling (flaking) to occur. Driving over ice packed driveways will contribute to spalling, especially in the first year. **Shovel first!**

**Parking** your car on the driveway after driving on salted roads in the winter might cause spalling. **Salt** accumulation drips off the cars onto the driveway and the freeze-thaw action might then pop the top surface off the concrete.

Homeowners are **not** to spread salt or other ice melting substances on their concrete. Canyon Cove Homes, LLC will not be responsible for this negligence.

**Cracking** is also normal for exterior concrete. Because of the local climate, more pronounced cracking and displacement is acceptable. The standard is 3/8" wide or in vertical displacement.

**Heaving and settling** because of frost action will not be considered grounds for repair. Frost heaving is normal and will occur if the ground under the concrete is moist. Heaving is usually more pronounced on north facing homes. Concrete will usually settle back down as the ground thaws in the spring. If dirt settles under outside concrete, it is the homeowner's responsibility to tamp more fill dirt into the area to keep the concrete from settling and to keep any water from pooling by all exterior concrete. If excessive settling has occurred because of pooling water, Canyon Cove Homes, LLC will not be responsible. The homeowner must maintain several feet of tamped dirt or landscaping around all exterior concrete to keep it from moving or settling, and to prohibit erosion under it. Canyon Cove Homes, LLC will not be responsible for homeowner negligence in maintaining exterior concrete surroundings.

Should cracks or joints widen or vertically displace beyond the accepted standards within the first year, Canyon Cove Homes, LLC will repair by raising, resurfacing, or caulking, or in extreme cases, replacing the concrete.

Concrete spalling (flaking) is not covered under the warranty except where determined that Workmanship or material defects are the cause. Homeowners are not to use salt or any other ice melting products. Snow and ice must not be allowed to accumulate or be driven on. Parking on the driveways in the wintertime will cause spalling (flaking) because salt off the roads will drip on the driveway. Freeze-thaw action will then pop the top surface of the concrete off. If **spalling** occurs due to material or workmanship defects within the first year, Canyon Cove Homes, LLC will repair by resurfacing, or may replace the concrete at our own discretion.

Area	Maximum Acceptable width of joint or crack	Maximum acceptable vertical displacement of crack or joint
Basement floor	3/16"	1/8"
Garage Floor	1/4"	1/4"
Exterior steps/Walks	3/8"	3/8"

**Counter Tops**

As outside temperatures change and lumber shrinkage occurs, countertops may separate from walls, but they will not delaminate. Canyon Cove Homes, LLC will caulk the resulting gaps once within the first year. It then becomes the homeowner’s responsibility.

**Granite** – Granite is a natural product that is porous and is subject to stains. Your Granite has been sealed as part of the installation process and it is recommended that you reseal annually. If a spill should occur, clean it as soon as possible with Soap and water. Chemicals and foods with Acidic products can strip the seal and leave the granite exposed.

Granite countertop warranty covers defects in material, fabrication and installation. The warranty is considered void under the following circumstances: Surface staining or etching by leaving acidic or aggressive chemicals in contact with the material for excessive periods of time; surface chipping and scratching caused by negligence and abuse, House settling or foundation movement due to cause; cabinet movement due to any cause; excessive loading or standing on the countertop; Damage by fire or natural disaster; failure by the customer to exercise reasonable care using the product. Specific manufacturer warranty available upon request.

**Laminate** Kitchen countertops have very tight 45-degree seams in the corners. Do not allow excessive water to stand on these seams. It is important that the wood edges of countertops be kept dry to prevent warping and damage to the finish. This is the homeowner's responsibility. Canyon Cove Homes, LLC will not be responsible for damage due to neglect. The homeowner may consider filling a seam with wax occasionally by rubbing a candle along it.

**Solid Surface** When properly cared for, solid surface countertops will remain beautiful.

*Daily Maintenance:* Wipe surfaces with a damp cloth and soapy water. (Ammonia based liquid cleaners are also acceptable.) Most household stains and spills will rub off with an abrasive cleaner such as Soft Scrub or Ajax\*. If the stain persists, use a Scotch-Brite\*\* pad and Soft Scrub.

*Heat:* DO NOT COOK ON THE COUNTERTOP. Always use a wooden cutting board to protect the surface from hot pans and electrical appliances. Cooking with hot appliances directly on counter tops (i.e.: frying pans, crock pots, waffle irons, etc.) causes expansion to the surface and will crack or damage the counter top.

*Preventing Damage:* Avoid exposure to strong chemicals. If strong cleaners such as paint removers, paint thinners, metal cleaners, oven cleaners, cleaners containing methylene chloride, acetone (nail polish remover), and acid drain cleaners come in contact with the counter top, immediately flush the surface with plenty of soapy water.

Removing Cuts or Scratches: Solid surface counter tops are not meant to be used as cutting surfaces. Use a cutting board for this purpose. However, accidents may happen and knife scratches or nicks can be repaired. Scratches and cuts can be sanded away starting with 120 grid sandpaper and following with 180 or 220 fine grit sandpaper until the cut is gone. To restore the finish, use an abrasive cleanser and a Scotch-Brite\*\* pad.

## Doors

Due to the temperature difference between inside and outside, exterior doors will warp to some degree. Doors should not become inoperable or cease to be weather resistant. The standard is no more than 1/4" warping from corner to corner.

Garage Doors - Garage doors are installed and adjusted according to manufacturers' recommendations. Moisture during heavy storms can be expected. Never attempt to adjust the tension on the garage door as this could result in serious injury. An automatic door opener installed by someone other than our garage door supplier will void the garage door warranty.

Interior doors - Interior doors **are not to warp more than 1/4" from corner to corner. Joints in molding and trim should not exceed 1/8" gap.**

## Drywall

The drywall will be installed in a professional manner. Seams and screw locations should be hard to locate when painted properly, yet it is normal to experience some nail popping and seam distortion during the first year. This is due to the normal shrinkage and settlement of framing members which is not covered by warranty, however as a courtesy Canyon Cove Homes, LLC will return at the end of the first year as they are notified, to repair minor drywall problems. This service will be done only once. If the damage is severe, Canyon Cove Homes, LLC will, at their discretion, return sooner to do the repair. It is the responsibility of the homeowner to repaint the repaired areas. Accepted standards state that the builder shall repair all cracks exceeding 1/8" in width.

## Electrical

All outlets, switches, and fixtures will work properly. If you do experience problems, take a minute and do the following self-check before you call Canyon Cove Homes, LLC or the electrician.

Outlets - All outlets in bathrooms, kitchen countertops, basement, and outside are hooked to a special **GFI circuit** that is very sensitive. Any appliance with a short circuit can trip this. Unplug all appliances and push the red reset button on the special GFI outlet found in the bathroom, kitchen, or basement.

If lights or outlets are not working in the garage or on the exterior of the home, they may be controlled by the GFI in the basement, kitchen, or bathroom. Try the reset switch on these GFI outlets.

If other outlets in the house don't work, make sure that the outlet is not connected to a switch. To conduct a test, switch all of the switches in the room to "on," and try the outlet with an appliance that you know is working.

If the electrician goes out on a warranty work request, and the problem is only something that the homeowner could have and should have easily reset, such as a GFI outlet or a circuit breaker, the electrician will charge the homeowner for the visit.

Lights - If a light fixture doesn't work, follow these steps:

1. Tighten the bulb.
2. Try a bulb you know works.
3. Check breaker by flipping the breaker all the way off and then on.

Smoke Detectors - Smoke detectors will chirp at first. This is because the batteries have been installed backwards to keep them from draining while the home is still on temporary power. Reverse the batteries. It is a good idea to check your smoke detectors on a regular basis. Always replace old batteries. Smoke detectors will sometimes go off when steam from a shower or moist air from a swamp cooler reaches them. Homeowners are expected to control this.

**Breakers** - Breakers will kick off under normal circumstances. This is a safety feature. Reset the breaker by flipping it all the way off then back on again.

**GFI Outlets** - Please do not plug freezers and refrigerators into GFI outlets such as are found on a garage wall or in the basement, and are marked with green GFI stickers. If the GFI flips off it could result in spoiled food. Make arrangements for the electrician to install a dedicated outlet for these appliances. Similarly, sprinkler control boxes sometimes trip GFI outlets, and regular outlets dedicated to this purpose may be in order.

## **Finish Trim and Hardware**

Joints in finish trim such as baseboard, chair rail, etc. should not exceed 1/8" gap.

Towel racks and toilet tissue holders coming off the wall are considered damage, and will not be repaired under the warranty.

## **Floor Coverings**

**Carpet** - Carpet **seams** will show depending upon the thickness and pattern of the carpet, but vacuuming will help to hide these new seams. There shouldn't be any visible gaps in the seam of the backing when the tufts are pulled away from the seam.

Carpeting should not become excessively loose or come up, but the homeowner needs to be aware that carpet has a tendency to loosen up during wet weather and tighten up in dry weather. Swamp coolers will also create the same effect. The homeowner is responsible for these conditions.

Carpeting will last **longer** and appear newer if it is kept **clean**. Be aware that sunlight will **fade** carpets.

If the carpet **padding** becomes saturated for any reason, it will have to be pulled out from under the carpet to allow the carpet to dry fast enough to prevent mildew. The padding can be dried out in the open air and reinstalled later. Be sure that any concrete floor underneath the affected area is completely dry before relaying the carpet. To facilitate drying, the carpet may have to be elevated above the floor to allow air to circulate. It is the homeowner's responsibility to act in a timely manner, regardless of whoever is responsible for the excess moisture or leakage.

**Vinyl Flooring** - There shall be no apparent **depressions** or ridges exceeding 1/8" in a vinyl floor. The measurement is taken as the gap created at one end of a six-inch straight edge placed over the depression or ridge, with three inches of the straight edge on one side of the defect, held tightly to the floor.

The vinyl shall not bubble or become unglued.

Rubber backed rugs will discolor vinyl flooring. Canyon Cove Homes, LLC will not be responsible for this negligence.

**Shrinkage** of vinyl causing gaps in seams is normal. Gaps shall not exceed 1/16". Canyon Cove Homes, LLC caulks the joint between tubs and vinyl flooring initially but it is the homeowner's responsibility to maintain this caulk. Homeowners should take immediate care of water splashed from the tub because neglect could result in the vinyl becoming unglued and lead to water damage to the underlayment below the vinyl. Canyon Cove Homes, LLC will not be responsible for this negligence.

**Never let water stand** on any vinyl surface. Trouble areas to watch are near entry doors, by dishwashers, sinks, tubs, toilets, and refrigerator ice makers.

Be careful when moving furniture or appliances over vinyl areas as you could easily cause damage. Follow the maintenance procedures suggested in the pamphlet from the floor-covering contractor.

**Wood Floors** - Subfloor materials should never to be loose from the joists. Squeaking is sometimes a temporary condition due to settling, weathering, shrinkage, flooring selections or excessive weight on the floor area.

Canyon Cove Homes, LLC applies the sub floor with strong adhesives and ring shank nails in an effort to eliminate squeaky floors. If the above items result in squeaking floors, Canyon Cove Homes, LLC will make every reasonable attempt to eliminate or minimize the squeaks.

Floors are not to have more than 1/4" ridge or depression within any 32" measurement when measured parallel to the joists. There will be some give or deflection to any wood floor, depending on the



weight applied. The amount of the deflection allowable is governed by the building codes and is a product of joist span and spacing. If standards are exceeded, Canyon Cove Homes, LLC will correct the error.

## Grading

Do not allow moisture to penetrate the **foundation wall**. Most problems occur due to poor grading around the foundation, or the sprinklers spraying against the foundation. Canyon Cove Homes, LLC is responsible to establish a grade, which runs water away from the house. The homeowner is responsible to maintain that grade, and direct his sprinklers correctly. If the grade settles around the foundation, the homeowner is responsible to raise it back to the original level. Canyon Cove Homes, LLC will supply enough fill dirt for this to be done in a timely manner when notified, within the first year. Homeowners should not wait until a crisis exists before they order and place needed fill dirt.

Surface water should not be allowed to drain into window wells. Water should not be able to puddle within 10 feet of the house. There is no need to seal the window wells to the foundation of the house.

## Heating

The heating system should be capable of maintaining the room temperature at 70 degrees under local winter design conditions.

It is important for the homeowner to keep filters cleaned, and your furnace serviced once a year. If the filters become clogged, air flow will decrease, and it will be harder to maintain correct temperature. If you call for warranty service and your filters are just dirty, you are responsible for the service-call charge. Clean your filters with a vacuum hose attachment. Uneven temperatures in various rooms can be resolved by adjusting the openings on the vents.

To troubleshoot heating and air conditioning problems before calling Canyon Cove Homes:

- A. Make sure the electrical switches, circuit breakers, and the gas valve are turned on. (Children might fiddle with things and turn off switches.)
- B. Make sure the filter is clean, as mentioned above.
- C. Make sure the doors on the furnace are installed correctly. A switch must be depressed by the doors, properly in place, for the furnace to be able to operate.
- D. Make sure the registers and grilles are not blocked by furniture or anything else.
- E. Make sure the thermostat is working correctly and that the program, on a digital thermostat, has not been changed.
- F. For air conditioning, make sure the outdoors unit is clear of debris and plants.

If the HVAC contractor goes out on a warranty repair request and the problem falls into the above items that should have been checked before the homeowner called, the homeowner will be charged for the visit.

If gas fumes are ever smelled, open windows, shut off the gas to the house, or vacate the home until Questar Gas can check it out. **Do not use the telephone to report the gas leak if in the vicinity of the leak. Do not use any electrical fixtures.**

It is normal to hear crackling or popping noises as heat ducts heat up and the metal expands, or when the ducts cool down and the metal contracts. A booming noise heard when walking on the floor over a heat duct is not acceptable, and will need to be repaired.

If flue vents are blown off or loose by high winds over fifty miles per hour, the warranty becomes void and homeowners can seek repair help from their homeowner insurance.

## Landscaping

During the first year a one-time sprinkler head adjustment will be offered at the homeowner's request. Do not wait for the sod or plants to die before requesting the adjustment; this is not covered by warranty.

Sprinkler Systems - Because of harsh Utah winters and the need for timely buyer maintenance and care, sprinkler systems are not warranted by Canyon Cove Homes unless there is faulty workmanship or materials, or bad coverage. The following guidelines are offered as a courtesy. Disregard to these guidelines will result in costly damages to the sprinkler system and possibly landscaping and personal property.

In the fall - before the temperatures reach 30 degrees, turn off the water to the sprinkler system and open the drain under the stop and waste valve. This is done at the stop and waste valve located in the basement. If the stop and waste valve is in the yard you will need a key to reach down the pipe and turn the valve off. In this situation, the stop and waste valve will drain itself. When the water is off, open each circuit of the sprinkler system manually on the automatic time clock for ten seconds. This will allow the water to drain to the inline drains that are installed in the system. This should keep the sprinkler system from freezing in the winter. Also disconnect or turn off the power to the automatic time clock.

In the spring - after the nighttime temperatures are above 30 degrees, connect the power to the clock, turn on one of the sprinkler circuits, and slowly turn on the water to the sprinkler system. (It is a good idea to have one of the sprinkler circuits open when you turn the water on so that pressure does not damage the system.) Check for any damage and repair where needed. It is not uncommon for some heads to be damaged by abuse over time.

Trees and Shrubs - If included the buyer's responsibility to maintain trees and shrubs. There are many things that can affect the health of these plants after they are planted. (Over-watering, under-watering, hitting with lawnmowers and trimmers, abuse, etc.) These are all out of control of the contractor. For this reason, trees and shrubs are not warranted.

We advise that the new trees be staked against the wind and have root starter added to the soil for both the trees and shrubs. During the hot summer, trees and shrubs will need more water than the grass. We suggest giving them a good soaking occasionally depending on the temperature.

## Moisture Damage

Minimal moisture damage due to **snow and rain blowing** into attic vents is rare, but sometimes happens. Attic ventilation is necessary and the problem would be weather-related, and out of the control of Canyon Cove Homes, LLC

- **Gutters**

Moisture damage due to **ice build-up** around the eaves of the roof and in the gutters can be a concern in a harsh winter. This problem is the responsibility of the homeowner. Heat tape in problem areas is a practical solution.

Moisture damage due to leaking roof flashing, within the first year, is the responsibility of Canyon Cove Homes, LLC

During heavy storms, gutters may overflow. Homeowners are responsible to keep gutters free of leaves and all other debris. Rain gutters should not leak. If ice build-up forces rain gutters away from the eaves, it is the homeowner's responsibility to repair them.

- **Shingles/Roofs**

Moisture damage due to **leaking shingles** is to an extent Canyon Cove Homes, LLC's responsibility. If shingles are blown upwards by high winds over fifty miles per hour, the manufacturer warranty becomes void and homeowners can seek repair help from their homeowner insurance. Canyon Cove Homes, LLC warrants the roofing labor for the first year only. The shingle manufacturer warrants the shingles for 25 years against defects.

- **Siding/Stucco**

Moisture leakage **through the siding** should not occur. Canyon Cove Homes, LLC is responsible to install siding/Stucco according to manufacturer's specifications. All caulking between siding and other materials will be complete and buyers are responsible to maintain this caulking.

Condensation or frost on interior window and frame surfaces is generally due to temperature differences and high humidity. It rarely leads to any damage, but if damage does occur, it is the homeowner's responsibility.

- **Windows/Doors**

The exterior windows and doors will be installed to manufacturer's specifications in order to reduce infiltration of wind and moisture. In **high wind** situations, some infiltration of moisture can be expected. Homeowners should watch for this and clean any leakage before it causes damage to floors and walls. Canyon Cove Homes is responsible to make sure all weather-stripping is installed properly. The homeowner is responsible to continually maintain all weather-stripping.

In the outside bottom corners of the windows are small holes (weep holes) to allow infiltrated water to get out. These holes need to be cleaned out occasionally.

## **Mold and Mildew**

Mold and mildew need a constant source of moisture to grow or spread. If mold or mildew occurs, the first thing to do is locate the source of the moisture.

Responsibility

**Canyon Cove Homes, LLC's responsibilities** are to:

1. Make sure the house is built such that water cannot leak into the walls or into the living space.
2. Install the plumbing systems such that they do not leak.
3. Make sure tubs and showers are initially caulked such that water cannot get behind or inside walls. (It remains the homeowner's responsibility to maintain the caulk around showers and tubs, and anywhere else in the bathroom, after the initial installation.)

The **Owner's responsibilities** are to:

1. Notify Canyon Cove Homes immediately if water does leak into the home, if the plumbing systems leak, or if the tub or shower are not caulked at the time of construction.
2. Be aware that mold and mildew can occur through normal use of the home. Such things as evaporative coolers, humidifiers, vaporizers, hot steamy showers, cooking, and homes shut up tight for long periods without circulation of air can provide molds and mildews enough moisture to grow or spread.
3. Clean areas subject to moisture or water such that mold and mildew have a hard time establishing a foothold.

## **Plumbing**

Exterior house lines and water lines are to be protected by Canyon Cove Homes, LLC from freezing as per local building code for normally anticipated temperatures and wind. It is a good idea for homeowners to turn off their water supply when leaving the home vacant during the winter months. Be sure to leave the heat on at least 50 degrees during this time. During extremely low temperatures, it is also a good idea to open inside faucets to a small trickle. Please take into account wind chill factors in deciding when to open your faucets. Always remove hoses from exterior faucets after the summer. Even though the hoses are self-draining, if they are left attached, the faucets may freeze and rupture, causing the faucets inside the house to leak when they are used in the spring. The result will be costly to the homeowner.

Homeowners are aware that the state of Utah has enforced a regulation to lower the water level in toilet tanks from 3.5 gallons to 1.6 gallons. This has resulted in less effective flushing. You may need to flush the toilet twice or use a plunger from time to time to keep it from clogging.

The valves and faucets are not to leak. Fixtures and appliances are to be installed as per manufacturer's specifications.

Another common problem is **clogged drains** to a shower, tub, or vanity sink, caused by accumulated hair. Pull out the stopper and look down into the drain with a flashlight to see the obstruction. If a plumber is sent on a warranty call, and the clog is a result of the homeowner's negligence, the homeowner will be responsible for any service call charge. Drain lines are to work properly. If there is a sewer stoppage in the first week of occupancy, it is possible that Canyon Cove Homes, LLC is responsible. The homeowner will please test all drains throughout the house within the first week to make sure they are operable. If a stoppage occurs after this time, it is most likely due to foreign objects put into the system by

the buyer (i.e., q-tips, sanitary napkins, paper rolls, toys, toothbrush, garbage, etc.). In this case the homeowner will be responsible to pay for any service call charge.

If a drain stoppage is reported after the first week, the homeowner will be responsible to arrange for a roofer company or plumber to clear the stoppage. If the owner feels the stoppage was not caused by household items flushed or inserted into drains, he may call the Canyon Cove Homes, LLC warranty department to discuss the cause.

Any chips or cracks on porcelain fixtures must be reported before occupancy in order for Canyon Cove Homes, LLC to repair them. We cannot assume responsibility for porcelain damage after the house has been occupied. Dropping sharp heavy objects or setting hot pans in the sink will cause chipping.

Although some noise from running water in pipes is normal, water **hammering or pipes vibrating** is not acceptable. The exception to this is a sprinkler system attached to the culinary water system. When the system comes on and when it changes stations, noise in the plumbing system is normal.

When you first move in, it is a good idea to remove faucet aerators, and run the hot and cold water for a few minutes each. This will help keep them from clogging up later. The homeowner will please use all toilets and faucets throughout the house regularly to ensure that valves do not become inoperable.

Jetted tubs are installed with GFI resets somewhere in their vicinity. If the pump doesn't work, the homeowner should reset the GFI. If the tub manufacturer goes out on a warranty work request and the problem is only in a tripped GFI, the homeowner will be charged for the visit.

Canyon Cove Homes stands behind the quality of the plumbing systems, but there is no warranty on the design or placement of pipes. Basement finishes must work around where the pipes are placed. Basement finishes by the owner must also provide warm air to water lines that are closed up in new walls to prevent freezing. This is done best by a grilled opening, which allows warm air around the enclosed pipes. Basement or unfinished-area bathroom "roughs" (drains only) carry no design warranty. If the homeowner wishes to redesign the room or move the drains, it will be his responsibility and will void the warranty on the parts of the plumbing systems changed.

On any occasion when the homeowner turns off the main valve, thus disabling water to the entire house, he should open a valve in a bathroom or kitchen and then turn the main valve back on slowly to avoid overstressing the pressurized water system.

If a plumber goes out on a homeowner report of not enough hot water, and the problems is only that the temperature adjustment is set too low, the homeowner will be charged for the visit.

## **Railing Exterior**

It is natural to have iron develop some rust spots on the exterior painted railing within a few months. If you wish to touch up those areas, the subcontractor will supply a bottle of touch-up paint and a brush upon your request at their place of business. Intermountain Ornamental: 417 E. 12300 South (Draper). (801) 571-1301.

## **Siding and Exterior Finishes**

**Exterior Paint Surfaces** - Paint surfaces are subject to weathering and fading. Canyon Cove Homes, LLC supplies a high-grade exterior paint, so there should not be any peeling within the first year. Homeowners should expect to repaint exterior surfaces regularly depending on exposure to the elements.

**Exterior Railing** - White paint on the railing will need frequent painting to hide the rust. (See signed agreements in this book.)

**Foundation Plaster** - Foundation plaster is a concrete product that can discolor and may crack with settling but should not fall off the foundation under normal circumstances. Since settling is a natural issue it is not covered by warranty but as a courtesy Canyon Cove Homes LLC. will do one touch up in the first year. Homeowners should be sure to direct sprinklers away from plastered walls, and take care not to hit the plaster with balls or tools.

**Brick & Stone**\_ Cracks in masonry veneer due to shrinkage are common. The standard maximum allowable width of the crack is 3/8". It is normal for brick and stone to fade or discolor because of weathering or bleaching.

**Siding and Shutters** -If siding or shutters are blown loose or off the home by high winds over fifty miles per hour, the manufacturer warranty becomes void and homeowners can seek repair help from their homeowner insurance.

**Stucco** - Cracks in exterior stucco are not unusual. Canyon Cove Homes, LLC shall repair cracks that exceed 1/8" in width. Because of the freeze-thaw weather that we see in Utah, Canyon Cove Homes, LLC will use only acrylic based stucco. This material is much more flexible and durable, and results in fewer cracking problems.

## **Walls**

The walls are not to be more than 1/4" out of plumb for any 32" vertical or horizontal measurement.

## **Other Conditions**

Some other conditions, in addition to those listed in this statement of limited warranty, may result. When conditions exist which are not specifically covered in this statement, Canyon Cove Homes, LLC will act in accordance to FHA guidelines. Canyon Cove Homes, LLC may seek advice from local offices of the FHA and other inspection agencies. In any case, Canyon Cove Homes, LLC will act in a way that is fair to all parties involved.