



# CARING FOR YOUR NEW HOME

## Warranty

*Your home is one of your greatest assets – maintaining it needs to be your priority.*

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*Exterior*

*Maintenance*

### **Brick and Mortar**

Brick walls add special character to a home. Do not expect each brick to be perfect or spaced perfectly. Small surface chips or cracks and slight variations in size and placement are typical and help to create the texture and beauty of brickwork.

The mortar joints in brickwork are subject to weathering over time and it should be expected that small cracks in the mortar will occur. When this happens, the joints should be pointed up (new mortar inserted) to maintain a weather-resistant exterior. We recommend that a qualified brick mason complete this work.

To clean substances from your brick, use water and a stiff scrub brush.

*WARNING!! Do NOT scrub bricks with white finishes, as it will remove the finish and Do NOT use cleansers as it may discolor the brick or mortar.*

### **Siding and Soffit Wrap**

Vinyl and Hardi (or similar) siding is virtually maintenance free. Please visit [www.jameshardie.com](http://www.jameshardie.com) for more warranty and maintenance details.

Dirt and fingerprints around doors and windows can easily be cleaned with a mild detergent solution. For other areas, infrequent hosing should be sufficient to remove dirt.

The siding on your home is warranted to be free from defects in material and workmanship for a period of one (1) year. In the event a repair is made, we will try to match color but cannot guarantee.

Items not covered under this warranty include: acts of God, water staining, sun discoloration, painting, nail pops, caulking.

**Erik Homes** warrants all decks, screen porches and exterior handrails for a period of one (1) year. Cracking, warping, splitting and shrinkage are to be expected with exterior wood materials and are not covered under the warranty. Continued tautness of screen material cannot be warranted due to its tendency to stretch under normal climatic conditions.

### **Landscaping and Grading**

Proper care of the grounds around your home not only add to its beauty but will also protect the structure of the house which is why it is extremely important to carefully plan and maintain a proper landscaping scheme throughout the life of your home.

Your house lot and the surrounding lot grades were established by professional engineers to provide positive drainage away from your home in all directions. It is essential that this proper drainage be maintained.

- Drainage swales or other discharge channels should be kept clear of debris such as leaves, gravel and trash.
- Landscaping above grade in your foundation is not recommended and you should allow 6 inches of clearance between your grading and the wall siding.
- As the soil around the house becomes compacted and settlement occurs, depressions may form. These spots should be filled with dirt so that water will not create puddles or cause soil dampness.

**Erik Homes** will guarantee that no large areas of standing water will remain longer than 24 hours in your yard where **Erik Homes** has seeded and landscaped. Drainage easements may have standing water for up to 24 hours.

All trees, shrubs and sod are installed and maintained properly until the date of closing. Newly planted trees, shrubs and sod are not guaranteed.

Special care is given to preserve existing trees during construction. **Erik Homes** cannot guarantee them and will not be responsible for their removal at a later date.

### **Exterior Doors**

The exterior doors in your home are provided as a highly efficient form of thermal protection from the weather.

Weather-stripping and sweeps will occasionally require adjustments and may need to be replaced in order to maintain a good seal. A well-sealed door should be somewhat hard to open and close. Keep in mind that it is not possible to create an airtight seal. Adjustments can be accomplished easily by running your finger up and down the groove in the weather-stripping. It is not unusual to replace weather-stripping and/or door sweeps annually depending upon the usage of your exterior doors.

All exterior doors come with adjustable doorsills. They may be adjusted up or down with a screwdriver as needed during seasonal temperature changes to eliminate drafts. They may also be adjusted to reduce door drag on the threshold.

### **Roofing**

Roofing shingles are relatively maintenance free. Your roof should last for many years if you follow these recommendations, keeping it well maintained.

- Use precaution when walking on your roof, especially on very warm days to ensure no damage is done to the shingle surface.
- Check your roof after inclement weather and re-secure any loose shingles.
- Do not use tools to break the ice off of your roof.
- Have your roof inspected by a qualified roofer every three years.

Your roof is warranted against leaks from shrinkage or settlement for a period of one (1) year. Any damage to the roof from high winds, storms or other acts of God should be covered by your insurance company and are not the responsibility of **Erik Homes**.

### **Caulking**

A silicon/latex or better caulk is applied around the doors, windows, exterior vents, air conditioner lines, gas piping, where siding abuts brick or wood and other locations. All caulk will shrink and show surface cracks. It is recommended that you check the caulking around your home **twice a year and re-caulk as necessary**. **Caulking is not covered under your home warranty. Any damage incurred as a result of failure, by the home owner to properly maintain the caulking, will not be covered. New Homes experience more rapid caulk shrinkage as they home settles / or materials move. Lack of caulking is leading cause for water damage / intrusion of water into your home on the vertical surfaces.**

### **Driveways and Sidewalks**

Cracking is one of the primary characteristics of concrete and no method has been discovered to entirely eliminate cracks. Cracking may sometimes occur with extreme weather conditions such as severe frost. Typically, these cracks are of no serious consequence and can be repaired with inexpensive patching compounds found at local hardware stores. Applying a good driveway sealant will not only enhance your driveway appearance but will increase its durability. Cracks ¼" or less in width and less than 1' in length are not warrantable items.

Some recommendations to prolong the life of concrete driveways and sidewalks are:

- Use sand for traction instead of de-icing chemicals.
- No heavy equipment or commercial trucks should be allowed on the driveway or sidewalks.
- Apply a good driveway sealant.

### **Exterior Trim**

Exterior wood trim needs occasional repainting and re-caulking by the homeowner.

### **Exterior Porches, Decks, Handrails**

Decks and screen porches have become highly desirable features for outdoor enjoyment. The wood used in decks is pressurized and treated but decks typically require some maintenance to protect them from moisture. Screen fabric has a tendency to stretch due to normal climatic conditions and will on occasion, need to be re-secured.

### **Pests / Termite / Moisture**

Your home was pretreated for termites prior to closing. We strongly recommend a contract with a company that provides termite/pests/ and moisture control in and around your home at or before closing. We do not warranty any of those items as they are conditions directly related to the proper homeowner maintenance of a home and the workmanship of the company(s) they hire.

*Interior*  
*Maintenance*

### **Electrical System**

The electrical wiring and equipment in your home are protected by circuit breakers and the electrical outlets are all centrally linked to the circuit breakers. If problems arise, check to see if all of the breakers are in the "ON" position. Circuit breakers may be reset by first switching the breaker to FULL OFF and then back to FULL ON. After confirming that the source of power is functioning, check the following before calling for electrical service:

- If base outlets do not work, remember that some are switched to the light switch usually near room entrance.
- It is normal for there to be a slight buzzing noise in fluorescent tubes.
- If lights are inoperative, check light bulbs. Be sure to replace them with bulbs of the same wattage as originally installed which is the size for which the fixture was made.
- At times, there may be drafts coming from outlets which can be reduced but not resolved by installing outlet insulators found in local hardware stores.

Your home is equipped with ground fault interrupter circuit breakers on all walls in bathrooms, kitchen, garage, and outside receptacles. These are designed to protect people; not the electrical circuits and for this reason are very sensitive. GFI outlets will trip with the slightest moisture contact and if one outlet on the breaker is tripped, then all outlets will fail to work. Therefore, it is important that you thoroughly check all of the GFI outlets if one fails to work. If one shows as "Test", simply push the reset button and if the reset does not stay in, do not use that outlet.

### **Plumbing**

**Toilets:** The toilets in your new home are 1.6 gallon toilets required by state and federal code. Because they have smaller traps than the older 3.0 gallon toilets they will become clogged more often.

Most toilets have a water chamber, flush valve, overflow pipe, float and ball valve. If the water chamber appears to leak, the water may only be condensation forming on the outside of the tank and dripping onto the floor. If water is leaking into the bowl through the overflow pipe, try bending the rod in order for the float to be closer to the bottom of the tank. Flush the toilet and if the leak continues, the inlet valve washer may need to be replaced. If water trickles into the bowl but is not coming through the overflow pipe, it is probably coming through the flush ball valve. The connections between the ball valve and the flushing handle may need alignment so that the ball will drop straight down after the handle has been pushed. A worn ball valve or dirt and rust on the ball seat will allow water to leak into the bowl. Make sure any dirt or rust is cleaned off of the ball valve or ball seat and replace the ball if worn.

**Drains:** Each plumbing fixture in your home has a drain trap; a J-shaped piece of pipe designed to provide a water barrier between your home and the danger of sewer gas. The trap holds water which prevents airborne bacteria and odor from

entering your home. If a fixture is used infrequently, it should be turned on at regular intervals to restore the water barrier. Because of their J-shape, traps are typically the point at which most drains are likely to clog. When drains clog you should first use a plunger. Be sure that the rubber cap on the plunger covers the drain opening and that the water covers well above the cup edge. Working the plunger up and down rhythmically 10-20 times in succession will build up pressure in the pipe and be more efficient than sporadic, separated plunges. If the plunger fails to work, try using a plumber's snake.

Bathtubs and Showers: Tub and shower units are constructed of fiberglass. Here are some tips to help your fiberglass fixtures retain their newness and luster for many years:

- Do not clean with an abrasive cleaner.
- Shoes can carry many gritty particles that can scratch fiberglass surfaces and should never be worn in tubs or showers.
- Using rubber tub mats should be avoided as they can cause surface blisters and trap fungus and mold.

When using whirlpool tubs, always fill tub to a minimum of  $\frac{3}{4}$ " above jets before turning the unit on. It is also recommended that the jets be pointed towards the bottom of the tub before the unit is turned on. Never operate the whirlpool without water!

Porcelain Sinks: The surfaces of these fixtures are smooth and glossy like a mirror and are extremely durable but far from indestructible. Carelessness causes chipping, scratches and stains. Fixtures can easily be dulled or stained in a short period of time through improper or excessive use of strong abrasive cleaners. If marks are made by pots and pans, use a soft-scrubbing agent containing bleach, followed by a coat of high-gloss polish. To prolong the life of your sink, follow these general suggestions:

- DON'T let food waste stand in the sink.
- DON'T use the sink to hold paint cans, trash or tools when renovating and always cover sink area when painting walls and ceilings.
- Clean the sink frequently to avoid time induced staining.

Disposal: Always consult your instruction booklet for precise operation instructions of your disposal. You should always use cold water when the disposal is on and avoid clogging the disposal drain with grease or fibrous materials.

Should the disposal become over loaded with a substance it cannot grind, it will shut itself off. When this occurs, you should immediately turn the switch to the OFF position and remove the obstruction. Wait two minutes, push the RESET button and turn the disposal back ON. If the disposal still does not start, turn it OFF and check to ensure you have not tripped the circuit breaker. If the breaker has not been effected, trip it manually to off, and use a mop handle or an Allen wrench to turn the disposal's rotating plate until it rotates freely. Restore the current, push RESET and turn back to ON.

**Erik Homes** warrants the plumbing system of your home to be free from defects in material and workmanship for a period of one (1) year. Items which are not warranted include clogged drains and any cosmetic damage to tub and shower units and toilets and sinks.

### **Heating and Cooling Systems**

To receive the optimal performance from your heating/cooling system, you may find the following recommendations useful:

- Change the return filters on a monthly basis.
- Keep all shrubs, vines and fences away from outside condenser units to avoid blocking air intakes and discharges.
- Keep in mind that the greater the difference between indoor and outdoor temperatures, the greater the operating costs.
- Frequent changing of the thermostat upsets humidity control and may increase operating costs.

### **Flooring**

**Hardwood Flooring:** The hardwood floors in your home have been expertly installed by skilled craftsmen and require a special degree of care to protect and maintain their beauty. Normal maintenance should include dry-mopping to remove surface dust and dirt. They should also be wiped with a damp (not wet) cloth or mop. Excessive water can cause the wood's grain to rise and prolonged use may cause cracks from the expansion and shrinkage of the wood.

As with other building materials, hardwood flooring may contract and expand with weather changes. It is not adversely affected by heat or cold but may shrink under extreme dryness or expand/swell under extreme humidity. Gas-forced hot air can be very dry and may cause flooring to shrink or separate. A humidifier or conditioned crawl space may be the best preventative measure to minimize separation and/or shrinking.

See the additional information on wood flooring.

**Vinyl Flooring:** It is important to exercise daily care of your vinyl flooring in order to maintain its "new" appearance. Daily care includes the removal of any loose dirt with a broom, dust mop or vacuum. Always wipe up spills immediately. To clean vinyl flooring, use a good detergent, diluted as recommended. Aside from cleaning, here are some other preventive measures to ensure your vinyl floors remain protected:

- Avoid wearing high-heeled shoes which may puncture and permanently dent floors.
- Stains, asphalt and fertilizer will stain vinyl. It is best to remove your shoes before entering.
- Control any direct sunlight on flooring since it can cause discoloration.
- Vinyl flooring has been known to be discolored by rubber backed rugs and mats.
- Excessive heat (over 125 F) may burn or discolor your vinyl.

Ceramic Tile: Ceramic tile is very durable, but as with other flooring, care should be taken to keep it looking like new. To clean tiles, use clear water or a weak solution of mild detergent. This care should be implemented on a regular basis to prevent the growth of mold and mildew. Avoid using products with bleach or strong detergents as they may remove the color from the floor grout.

Staining agents should be mopped up promptly. Even though they rarely affect tile, they may stain the grout. You can find a special sealer for grout which will make your tile more stain resistant at your local hardware store.

Carpeting: Due to the width of carpet rolls, it is impossible to avoid seams which are slightly noticeable with the best installation.

You should vacuum your carpet weekly to avoid filtration soiling. Filtration soiling is an accumulation of airborne soil where airflow is concentrated and directed over or through the carpet's pile. Carpet filters these pollutants and gradually becomes soiled and dark. Filtration soiling does not indicate a defect in the carpet nor is it an indication of poor quality. It can appear in any carpet, regardless of price, style, color or construction of face fiber. Soiling will however, appear more frequently on the lighter colored carpet. Professional cleaning will help but soiling is a result of extremely fine particles being trapped deep inside the pile and a complete cleaning may not be possible.

### **Cabinets and Counter Tops**

Cabinets: Kitchen and bathroom cabinets should never be cleaned with harsh abrasives. We have included some helpful tips on the caring of your cabinets in the vendor information section of this booklet.

Counter Tops: Your new counter tops are sturdy and durable, but like any material, they can be damaged if abused or mistreated. Review of the following care and cleaning instructions will help you to understand how easy it is to care for your new counter tops.

- Normal Cleaning: counter tops should be wiped clean with a damp cloth or sponge. Abrasive cleaners should never be used.
- Spills and Stains: Lightly scrub troublesome stains with a liquid dish detergent and rinse well with water. For spills such as glue or nail polish, you may rub the affected area lightly with water. NEVER SCRAPE OR SAND COUNTER TOPS FOR SPILLS OR STAINS.
- Burns and Cuts: Counter tops are not heat resistant and you should avoid using heat element appliances near the seams. Light scorch marks may be removed with a counter top polish. NEVER use the counter top as a cutting board.
- Maintenance: At installation, the space between your wall and the backsplash was caulked. You should replace the caulking periodically due to normal wear, humidity changes and lumber shrinkage.

**Stone Tops:** The marble vanity tops installed in your new home are quite durable if proper care is given. To clean, use a non-abrasive foam cleaner or baking soda. See websites [www.tca.com](http://www.tca.com) and [www.usenaturalstone.com](http://www.usenaturalstone.com)

### **Interior Doors**

The most common problem with doors is sticking, which is caused by the effect of wood expansion due to changing weather conditions. Do not be too hasty to adjust, plane or cut the door, as it may correct itself. Any door adjustment, relative to expansion or warping, will be made during your year end warranty service request.

### **Interior Wood Trim**

Trim and molding may separate, leaving small spaces which may collect dust and dirt. This separation is a part of the normal process of settling and shrinkage in your home. These seams can be patched with wood filler; however, further settling may bring the pieces together.

### **Walls and Ceilings**

The interior walls in your home are constructed of gypsum wallboard with a veneer plaster finish and should last, without undue maintenance, for the life of your home. The degree of wall and ceiling perfection has its limitations.

Wallboard will shrink over time which will cause minor cracking or nail pops. This is a common problem due to shrinkage of the lumber but can easily be repaired.

### **Windows and Screens**

The operable windows in your home are either single or double hung windows. The sash tilts in for easy cleaning and screen removal. The tracks should be kept free of dirt and paint for proper operation.

*Warranty*

*Coverage*

**Most Commonly Requested  
NON-WARRANTABLE Issues**

- Caulking – Interior/Exterior
- Minor Floor Squeaks
- Scratched and Broken Window Glass
- Landscaping – Erosion – Grass Not Growing
- Paint Sticking on Garage Doors
- Wind Damage – Siding and Roofing
- Concrete – Cracks and Discoloration
- Slight Irregularity in Floors
- Water Pressure in Shower Heads
- Kitchen Counter and Cabinet Caulking
- Dead Trees and Shrubs
- Chips in Marble Tops and Kitchen Counter Tops
- Cabinet Door and Drawer – Color Variations
- Infiltration of Mice and Pests
- Damaged Vinyl Flooring and Carpets
- Screens
- Door expansion / contraction
- Crawl space sand

Your home was inspected and passed all the City / County Code Requirements and has been given a Certificate of Occupancy. Items beyond code requirements may be considered cosmetic and not under warranty.

### Limited Warranty Coverage

**Erik Homes** warrants the material and workmanship of your new home within the performance standards as defined in the following pages. Cosmetic items will not be repaired or corrected after closing except for those items noted during your walk through. Cosmetic items will include any nicks, scratches, scuffs, scrapes, gouges, dents, stains, etc to:

Kitchen Sink	Tub/Shower Surfaces	Door Surfaces
Appliance Surfaces	Vinyl Surfaces	Windows
Mirrors	Kitchen Counter Tops	Carpeting
Screens	Concrete	Cabinet Surfaces
Fireplace Surrounds	Vanity Surfaces	Light Fixtures

**Note: caulking of counter tops, vanity tops, tubs, showers, stairs, exterior trim, exterior windows/doors, etc. is considered homeowner maintenance and will not be done after closing unless it has been inadvertently overlooked.**

### Obtaining Warranty Service

**Erik Homes** will make every effort to complete warrantable work within ten (30) business days of the walk through inspection which requires us to have access to your home. Access can either be in your presence or you may opt to provide our construction manager with a key. There may be delays in performing some of the work on your list, should there be adverse weather conditions, conflicting schedules or the availability of certain materials needed to perform the labor. Should this happen, you will be contacted with an explanation for the delay.

Approximately one month prior to your one year anniversary, we ask that you please contact our office in writing with those warrantable items which need repair or correction.

In the rare case of an emergency, we have provided a list of the major sub-contractors and their phone numbers for your convenience. Please understand that emergency action is reserved for those problems which may pose threat of personal injury or property damage, otherwise, you should wait until your scheduled warranty service date.

### Equipment Warranty

#### Appliances

**Erik Homes** warrants only the installation of major kitchen equipment which was supplied and installed by **Erik Homes**. All other equipment warranties are covered by the manufacturer. All warranty registration cards must be filled out and mailed to the manufacturer within 30 days of purchasing your home.

For warranty service on your appliances please call the manufacturer service number provided on the sub-contractor list provided with this booklet.

**Interior Light Fixtures**

**Erik Homes** does not warrant tarnished, scratched or cracked glass or brass fixtures.

**Heating and Air-Conditioning**

**Erik Homes** and its sub-contractors fully warrant the installation of the gas heating system. The manufacturer warrants the furnace, to the first homeowner, to be free of defects in material and workmanship for a period of one (1) year.

**Erik Homes** and its sub-contractors will fully warrant your air-conditioning system for a period of one (1) year. The manufacturer warrants the compressor for a period of five (5) years. During the first year, there will be no charge for replacing the compressor. From year two to year five, labor and refrigerant will not be included in the warranty. Remaining parts and equipment are under warranty for a five (5) year period, excluding the labor.

**Note that homeowner repairs to HVAC system will void any warranty.**

**Water Heater**

**Erik Homes** and its sub-contractors warrant your water heater for a period of one (1) year. The manufacturer's warranty is for five (5) years.

**Plumbing**

Plumbing fixtures and devices are warranted for one (1) year. The warranty covers major faults such as waterlines separating, faulty equipment or improper installation. Damage due to frozen pipes or sewer line stoppage WILL NOT BE COVERED.

**Note that homeowner repairs to plumbing system will void any warranty.**

**Electrical**

**Erik Homes** and its sub-contractors will warrant your electrical system, including fixtures and equipment for a period of one (1) year.

**Note that repairs and/or alterations made to the electrical system by anyone other than the installing contractor will void the warranty.**

**Structural Warranty**

**Footings**

**Erik Homes** and its sub-contractors warrant the footings against abnormal settlement for a period of one (1) year. In the event that a settlement of the footing is reported within the warranty period, **Erik Homes** will determine the best method and the extent of the repair.

**Foundation**

**Erik Homes** and its sub-contractors warrant the masonry block against abnormal settlement for a period of one (1) year. This shall not be construed to mean that the

foundation will not crack; however, **Erik Homes** will repair a crack which exceeds 1/8 inch within the first year of occupancy.

### **Crawl Space**

Erik Homes does not warranty any conditions of the crawl affected by lack of Homeowner Maintenance; i.e. Vent control, flower beds height/proximity to foundation, gutters/water control, other. The homes crawl space condition passed local city/county code.

### **Concrete Slab Floor**

**Erik Homes** and its sub-contractors warrant the concrete slab floor against abnormal settlement for a period of one (1) year. Ordinary, normal expansion cracks should be expected. Cracks exceeding 1/4" in width and 1' in length or vertical displacement of 3/8" will be repaired with surface patching. These conditions do not relate to the conditions of the slab at or before closing – only the conditions after closing.

### **Frame**

**Erik Homes** and its sub-contractors warrant the framing against construction defects for a period of one (1) year. It is normal for interior walls to have slight variances on finished surfaces. If a wall has more than a 1/4" bow out within and 32" vertical or horizontal measurement, the condition will be corrected.

Floor squeaks and loose subfloors are often temporary conditions that are common to new construction. **Squeak proof floors are not guaranteed.**

## **Shrinkage, Settlement and Condensation Warranty**

### **Shrinkage**

Shrinkage occurs when there is a decrease in the moisture content of the material or lumber. Every effort has been made to minimize shrinkage in your home. At this time there is no preventative measure known to eliminate shrinkage.

The conditions stated below are considered normal for a new structure and repair will be at the homeowner's expense unless items are of an extreme nature.

Some results of shrinkage may be:

- Exterior wood boards may crack slightly and caulking may shrink, both of which are normal and will be the responsibility of the homeowner.
- Exterior and interior doors do not function properly.
- Miter joints where trim meets at corners opens slightly.
- Various wood trim and hardwood separates.

- Base units of kitchen cabinets appear to move from original position.
- Separation of counter tops from the wall.

The above conditions are typical but do not occur in every home. You should expect to see some of these conditions during the first heating cycle. Ventilating your home during this cycle will help reduce excessive shrinkage.

### **Settlement**

Settlement occurs when the earth beneath the footing compacts from the weight of the new structure. It is normal and should be expected that a new home will settle. Settlement often causes slight cracks in the foundation walls and concrete slab. These cracks are not harmful to the structure and **Erik Homes** does not warrant.

### **Condensation**

Condensation occurs when warm air comes in contact with a cold surface. Condensation may appear on water pipes, commodes, foundation walls, concrete floors and windows.

Excessive moisture typically appears on the inside of window panes. Your new home has been tightly constructed and well insulated. This moisture can be eliminated with adequate ventilation or proper maintenance/control of your air temperature & crawl space ventilation.

## **Non-Structural Warranty**

### **Interior and Exterior Doors**

**Erik Homes** warrants all doors against warping exceeding 1/2" measured diagonally. Any door adjustment relative to warping, expanding, etc. will be made on request at the final year end warranty service.

### **Interior and Exterior Trim**

It is normal for baseboard to separate slightly from the wall and for shoe mold to separate from the floor and baseboard. These conditions are considered as homeowner maintenance items and are not warranted. Cracks exceeding 1/4" will be brought into tolerance.

Cracks between the exterior trim elements exceeding 1/2" will be brought into compliance with the industry standard. Minor cracks are considered a homeowners maintenance item and will not be covered under this warranty. Cracks can be caulked by homeowners as they appear.

Small knots in the grain may be noticeable through the paint of the exterior wood trim. This is the nature of the wood and is not considered warrantable.

### **Wallboard**

Normal shrinkage and settling are often misunderstood for poor workmanship. Plaster/Drywall nail pops and cracks will be repaired if reported at the final year

end warranty service. **Erik Homes** will repaint any areas where plaster repairs are made.

### **Interior and Exterior Paint**

**Erik Homes** and its sub-contractors warrant the exterior paint on your house against peeling for a period of one (1) year. We will attempt to match the paint color, but this is not guaranteed. This warrant applies only to peeling paint and does not include the natural fading of paint or to the mildew or fungus that will accumulate over time on the house.

### **Caulking**

Interior and exterior caulking is considered a homeowners maintenance item and will not be covered under the warranty. Damage due to improper maintenance of caulking is not a warrantable item. Water penetration through any poorly maintained caulking areas will result in damage and voids the warranty of all affected areas/materials.

### **Tile**

**Erik Homes** and its sub-contractors warrant the ceramic tile for a period of one (1) year which includes adhesion and replacement of tiles that may crack due to shrinkage and settlement. Please note that only damaged tiles will be replaced and color variations may occur. **Erik Homes** will not be responsible for any damage to tiles caused by homeowner's negligence.

### **Cultured Marble Vanity Tops**

The cultured marble is warranted to be free from manufacturer defects for a period of one (1) year. **Erik Homes** will not be responsible for damage caused by homeowner neglect. Please see material specifications and tolerances [www.heritagemarble.com](http://www.heritagemarble.com)

### **Shower Enclosures**

**Erik Homes** and its sub-contractors are not responsible for damage caused by cleaning with harsh or abrasive products. Any scratches or chips not found during the walk through will not be covered under the warranty.

### **Mirrors**

**Erik Homes** and its sub-contractors warrant all mirrors against defects prior to closing. Any cosmetic discrepancies must be reported prior to closing and listed on your walk through list.

### **Cabinets and Counter Tops**

**Erik Homes** and its sub-contractors warrant the counter tops and cabinets for a period of one (1) year. Any cracks, chips, gouges, burns and scratches must be reported on your walk through list prior to closing; otherwise, **Erik Homes** will assume no responsibility for these items. Variations in color and grain are a natural part of wood products and are not warrantable.

### **Floor Coverings-Vinyl**

**Erik Homes** and its sub-contractors warrant the vinyl flooring against bubbles, cracking or separation of seams for a period of one (1) year.

#### **Floor Coverings-Carpet**

**Erik Homes** and its sub-contractors warrant the carpet against separation for a period of one (1) year. Due to the width of carpet rolls, it is impossible to avoid seams which are slightly noticeable with the best installation. In the event that repairs to carpeting become necessary, every effort will be made to match the dye lot but perfect color matches are not guaranteed. The carpets may be steam cleaned prior to closing and should be considered not to have affected the durability or warranty of the carpet.

#### **Floor Coverings-Wood**

**Erik Homes** and its sub-contractors warrant the wood floors against improper installation for a period of one (1) year.

#### **Structural Warranty**

We guarantee that this product is free from defects in milling and will remain free of these defects for one year. In the unlikely event of cupping or buckling of the product because of manufacturing defects, we will replace or repair the defective flooring pieces at no cost to you.

#### **Exclusions To Warranty**

These warranties are exclusive to the original purchaser and may not be assigned or transferred. This is a residential warranty only and exclusions include damages arising from humidity levels, plumbing breakage or leakage and similar catastrophes, and failures arising as a result of hydrostatic pressure.

The following are excluded from this warranty:

- **EXTREME CONDITIONS AND SURFACE CHECKING.** The humidity level in the home must be in the 40%–60% range throughout the year using air conditioners, humidifiers or dehumidifiers as appropriate. Dramatic variations in humidity may cause micro checking of the finish. This is not considered a defect and is not covered by the warranty.
- **GAPPING OF PLANKS.** This warranty does not cover gapping caused by natural expansion and contraction, improper seating of planks during installation or by mastic memory.
- **ABUSE OR MISUSE.** This warranty does not cover damage caused by neglect, abnormal use or misuse, application of solvents, corrosives or other chemicals to the flooring, color change, excessive pivot and point-loads, stiletto shoes, heavy furniture or equipment, unpadded furniture feet, water, pet claws, pet urine, damage from sand, pebbles or other abrasives or other unintended uses.
- **WATER DAMAGE.** This warranty does not cover damage caused by moisture penetration through the subfloor, flooding, plumbing, overflowing sinks or similar water damage.
- **Insect Infestation.** This warranty does not cover any insect infestation after the product has left the factory.
- **RADIANT HEAT.** Only low temperature radiant heating systems which are regulated to never exceed 80°F at the wood surface may be used. If surface area is allowed to exceed 80° all warranties are void. Only Float-In installations are acceptable for Radiant Heat subfloors. Maple, Beech, Ash and Asian Jatoba expand and contract more than other wood species. There is a greater risk of gaps occurring especially when installed over radiant heating systems. Such gaps are NOT manufacturing defects and are not covered by this warranty.
- **NATURAL VARIATIONS.** Wood is a natural product, containing natural variations in color, tone and grain. We do not warrant against natural variations in color within the floor or variations between samples and the installed floor. Variations may also develop over time because of varying exposure

to sunlight or UV light. Small wind shear splits on the ends of the wood planks are considered natural variations of the wood.

### **Ventilated Shelving**

**Erik Homes** and its sub-contractors warrant the ventilated shelving against faulty installation for a period of 120 days.

### **Roof**

**Erik Homes** and its sub-contractors warrant the roof against leaks from shrinkage or settlement for a period of one (1) year. Any damage to the roof from natural elements will be covered by your homeowner's insurance company and is not the responsibility of **Erik Homes**.

### **Roof Guttering (where applicable)**

**Erik Homes** and its sub-contractors warrant the roof guttering against separation of joints or guttering from the structure for a period of one (1) year. Dented guttering or broken splash blocks are not warranted. **Erik Homes** is not responsible for any damage to gutters from backups resulting from blockage by debris.

### **Exterior Decks, Porches, Handrails**

**Erik Homes** and its sub-contractors warrant all decks, screen porches and exterior handrails for a period of one (1) year. Cracking, warping, splitting and shrinkage are to be expected with any exterior wood materials and are not covered under the warranty.

Screen fabric has a tendency to stretch due to natural climatic conditions and tautness of this material cannot be warranted.

### **Vinyl Siding**

**Erik Homes** and its sub-contractors warrant the vinyl siding to be free of defects in material and workmanship for a period of one (1) year. In the event that a repair is made, we will attempt to match the color but cannot guarantee.

Please note that vinyl siding is not nailed tight to allow for expansion and contraction that will occur as a result of temperature changes.

Blow offs from high winds are not warrantable.

### **Windows**

**Erik Homes** and its sub-contractors warrant fully faulty window seals or windows which are out of plumb in excess of ¼" over 32" for a period of one (1) year.

Only the broken glass which has been noted during the walk through will be replaced.

## **Exterior Warranty**

### **Concrete Areas**

**Erik Homes** and its sub-contractors warrant the concrete patios, driveways and walkways for a period of one (1) year. This warranty covers deterioration of concrete due to improper mixture or installation. No exterior walk, drive, steps, stoop or patio will have standing water after a 24 hour period. In the event that repairs are necessary on exterior concrete, only the damaged area will be repaired or replaced as necessary. **Erik Homes** cannot guarantee the color of the concrete will match on any repair.

Normal shrinkage of concrete may cause cracks in paved concrete areas. Every precaution has been taken to prevent cracks and chipping but minor cracks are expected. Only cracks exceeding ¼" will be filled if reported within one year of closing. Anything less than ¼" is considered normal and will not be repaired.

### **Yards-Drainage**

**Erik Homes** will guarantee that no large areas, holding standing water will remain after 24 hours in the immediate area surrounding your home. This guarantee includes only those areas which have been seeded and landscaped by **Erik Homes**. Drainage easements may hold standing water for up to 48 hours after normal rainfalls.

All trees, shrubs and sod are installed and maintained properly until the date of closing. Any newly planted trees, shrubs or sod are not guaranteed.

Special care is taken to preserve all existing trees during construction. **Erik Homes** cannot guarantee them or be responsible for their removal at a later date.

### **OTHER**

These warranties are exclusive to the original purchaser of Erik Homes and may not be assigned or transferred without the written consent of Erik Homes.

The warranty items are only those items listed on the official Erik Homes walk thru document or list signed by all parties at closing.