



————— HOMEOWNER'S MANUAL —————

Condominium / Townhome

TABLE OF CONTENTS

PURCHASER RESPONSIBILITIES	1	Plumbing.....	32
WARRANTY AGREEMENT	3	Property	34
Who Is Covered	3	Sound	48
General Warranty Information	3	Windows & Screens	49
One-Year Warranty On Workmanship, Systems and Structural Defects	3	TWO-YEAR SYSTEMS WARRANTY	51
Two-Year Warranty on Systems and Structural Defects	4	(2 Year) Plumbing.....	51
Waiver of Implied Warranties.....	4	(2 Year) Electrical	52
Exclusive Remedy Agreement.....	4	(2 Year) Water Supply	52
Disclaimer of Warranties.....	4	(2 Year) Heating & Air Conditioning	52
Other Insurance	4	(2 Year) Mechanical	53
Binding Arbitration.....	4	WARRANTY ITEMS INDEX	54
Visionary Homes Responsibilities.....	5		
Exclusions.....	6		
Assignment of Manufacturer's Warranties.....	7		
Other Exclusions from Coverage.....	7		
Procedures.....	9		
Remedies	10		
Assignability	10		
Exclusive Warranty	10		
Other Rights	11		
Applicable Law	11		
Appliances & Other Consumer Products	12		
Making an Appliance Claim	13		
Carpentry-Rough & Finish	15		
Countertops	18		
Doors—Interior.....	19		
Doors—Exterior	20		
Electrical.....	22		
Finishes.....	24		
Flooring	26		
Heating & Cooling Systems	29		

PURCHASER RESPONSIBILITIES

1. If the Purchaser discovers what appears to be a warrantable item, which first occurs during the applicable "Warranty Period," the Purchaser will send Visionary Homes a clear and specific written request through their Buildertrend account or on our website <https://visionaryhomes.com/warranty/>. The condition and date of first occurrence of warrantable item must be included and done during the applicable Warranty Period. Previous communication with New Home Specialist or Project Manager upon orientation and/or possession of home does not constitute or authorize warranty work unless approved through the warranty department. Please follow the above directions for a valid warranty claim.
2. When the home requires warranty servicing, the Purchaser must allow Visionary Homes' employees, agents, subcontractors and material suppliers access to the home during normal business hours, 8 a.m. – 4 p.m., Monday - Friday.
3. The Purchaser is responsible for moving all furniture and other personal property required for Visionary Homes or its subcontractors to complete warranted repairs.
4. Any damage or issue caused or worsened by neglect, abnormal use, improper maintenance and operation of the home or equipment of the home, or the lot will not be covered by this warranty.
5. The Purchaser agrees to familiarize themselves with all home maintenance requirements, including those pertinent to local climate conditions, seasonal weather patterns and those specified in applicable equipment and appliance owner manuals.
6. Purchaser will provide an acceptable work environment for Visionary Homes representatives, and its subcontractors/suppliers. Any use of inappropriate language, violence, hostility, inappropriate texts, inappropriate online communication or the creation of a hostile work environment voids this warranty and any and all work being performed or planned to be performed will cease immediately without further notice.
7. Visionary Homes trusts and expects Purchaser to be honest, transparent and forthcoming when submitting warranty claims. Purchaser may not submit, knowingly or intentionally, a claim for damage that is a Purchaser liability. If this occurs, the warranty contract will be terminated immediately. Visionary Homes will not warrant any damage caused by the Purchaser or any person who enter the premises.
8. Purchaser's failure to perform the obligations set forth in sections 1-8 hereunder, or any other obligation set forth in this Warranty Agreement, shall be deemed a waiver to the fullest extent allowed by law of any claim Purchaser may have under this Warranty Agreement, or of any subrogation claim

that any third-party insurer or other person may have against Visionary Homes under this warranty, at law, or otherwise.

VISIONARY HOMES WARRANTY AGREEMENT

This section of your handbook is an expressed warranty, which means that it gives the details of coverage for specific items, the warranty period, any limitations and/or exceptions, and how to make warranty claims.

The Visionary Homes Warranty Agreement specifies responsibility and conditions under which it is valid or applicable. Visionary Homes' employees, New Home Specialists, Project Managers, trade partners, vendors, or other agents are not authorized to make any warranty representation other than this one, nor may they extend or in any way alter this warranty in any way.

WHO IS COVERED

Visionary Homes' Warranty Agreement is offered to the original Purchaser during the life of the warranty period. If the home is sold before the end of the warranty period, the warranty is non-transferable.

GENERAL WARRANTY INFORMATION

The coverage of this Warranty Agreement begins on the date you close on your new home. That date is referred to in this Warranty Agreement as the Closing. With the exceptions stated in this section, the coverage of this Warranty Agreement ends ONE YEAR after the Closing. Implied warranties, whether of merchantability or fitness for a purpose or habitability or otherwise, if they exist, will last only as long as the term of the specific warranty periods set forth below. Work done to correct defects or workmanship does not extend warranty coverage beyond the specified warranty period.

ONE-YEAR WARRANTY ON WORKMANSHIP, SYSTEMS AND STRUCTURAL DEFECTS

For a period of one year beginning from Closing (Warranty Period), Visionary Homes warrants to original Purchaser, and only original Purchaser, that:

- a) The Residence will be free from defects in workmanship and materials resulting in non-compliance with the Standards of Construction. If no standard has been adopted regarding a certain item, then Visionary Homes warrants that the Residence will be free from defects in workmanship and materials due to non-compliance with the structural, mechanical, electrical, and quality standards of the home building industry in the geographical area in which the Residence is located which are in effect at the time the Residence is constructed.
- b) The Residence will be free from defects in the installation of the plumbing, heating, cooling, and electrical systems resulting in non-compliance with the applicable plumbing, mechanical, or electrical code in effect at the time the Residence was constructed; provided, however, that this warranty does not apply to defects in an appliance, fixture, or item of equipment.

TWO-YEAR WARRANTY ON SYSTEMS AND STRUCTURAL DEFECTS

For a period of two years beginning from the Closing (Warranty Period), Visionary Homes warrants to original Purchaser, and only original Purchaser, that:

- a) The Residence will be free from defects in the installation of the plumbing, heating, cooling, and electrical systems resulting in non-compliance with the applicable plumbing, mechanical, or electrical codes in effect at the time the Residence was constructed; provided, however, that this warranty does not apply to defects in an appliance, fixture, or item of equipment.

WAIVER OF IMPLIED WARRANTIES

You have accepted the express Warranty Agreement provided in this warranty booklet. All other express or implied warranties, including any oral or written statements or representations made by Visionary Homes or any implied warranty of habitability, merchantability or fitness, are hereby disclaimed by Visionary Homes and hereby waived by you the Purchaser to the extent possible under the laws of your state.

EXCLUSIVE REMEDY AGREEMENT

Effective one year from the Effective Date of Warranty, you have waived the right to seek damages or other legal or equitable remedies from Visionary Homes, trade partners, agents, vendors, suppliers, design professionals and materialmen, under any other common law or statutory theory of liability, including but not limited to negligence and strict liability. The agreement contained in this paragraph shall be enforceable to the maximum extent permitted by the law of the state in which the home is located and shall be applicable to any

claim thereafter made against Visionary Homes or any other person. Your only remedy in the event of a defect in or to your home or to real property on which your home is situated, is as provided to you under this express Warranty Agreement. This paragraph shall not be applicable to any express written warranty provided by a manufacturer or vendor who has supplied any appliance or component for the home.

DISCLAIMER OF WARRANTIES

This warranty is in lieu of all other warranties, express, implied, written or oral, including but not limited to any implied warranty of merchantability or fitness and strict liability in tort and is provided in lieu of all obligations and liabilities of seller/Visionary Homes with respect to defects in materials and workmanship. The rights and remedies contained in this warranty constitute the buyer's sole recourse against Visionary Homes for costs and expenses to cure defects in the property. This warranty excludes any right to consequential damages, incidental expenses related to inconvenience or relocation during repairs. Purchaser is responsible to mitigate damages.

OTHER INSURANCE

In the event Visionary Homes repairs, replaces or pays the cost of repairing or replacing any defect covered by this warranty for which the Purchaser is covered by other insurance, Purchaser must, upon request of Visionary Homes, assign the proceeds of such insurance or warranty to Visionary Homes to the extent of the cost to Visionary Homes of such repair or replacement.

BINDING ARBITRATION

- a) Any unresolved dispute that you may have with Visionary Homes under this Warranty

Agreement shall be submitted to binding arbitration governed by the procedures of the Federal Arbitration Act, 9 U.S.C.1 et.seq. You commence the arbitration process by giving Visionary Homes written notice of your demand for arbitration of an unresolved dispute. The dispute will be submitted to the American Arbitration Association or such other independent arbitration service as is agreeable to Visionary Homes and you. If you submit a demand for Arbitration, you must pay the Arbitrator's filing fee prior to the matter being referred to the Arbitration Service. The Arbitrator shall have the power to award the cost of this fee to you or to split it among the two parties. The arbitration shall be conducted in accordance with the Arbitrator's rules and regulations to the extent that they are not in conflict with the Federal Arbitration Act and shall be made strictly in accordance with the provisions and standards of this Warranty.

- b) As used herein the term "Unresolved Dispute" shall mean all claims, demands, disputes, controversies, and differences that may arise between the parties with respect to this Warranty Agreement of whatever kind or nature, including without limitation: (a) disputes arising out of this Warranty Agreement or other action performed or to be performed by Visionary Homes under this Warranty Agreement; (b) as to repairs or claims arising during the term of this Warranty Agreement; and/or (c) as to the cost to repair or replace any defect covered by this Warranty Agreement.
- c) The decision of the arbitrator shall be final and binding upon all parties.
- d) If any party commences litigation in violation of this Warranty Agreement, such party shall reimburse the other parties to the litigation of their costs and expenses including attorneys' fees incurred in seeking dismissal of such litigation.
- e) Visionary Homes shall comply with the arbitrator's decision in accordance with

Visionary Homes' obligations of this Warranty Agreement. Visionary Homes will complete such repairs or replacement with diligence but without the necessity of incurring overtime or weekend expenses.

- f) The arbitrator shall possess sufficient knowledge in the residential construction industry as determined by the arbitration service.
- g) No arbitration proceeding shall involve more than one single-family detached dwelling or more than one multifamily building.

VISIONARY HOMES' RESPONSIBILITIES

If a covered defect first occurs during the applicable Warranty Period and such defect is reported during the Warranty Period, Visionary Homes will repair or replace with the sole option of selecting the methods and materials to be used in the corrective measure. The choice of whether to repair or replace is solely that of Visionary Homes. Any work undertaken by Visionary Homes will be subject to the following provisions:

- a) Any repair or replacement shall not extend beyond the Warranty Period for any reason. The repair or replacement of a covered item does not commence a new warranty period for that item.
- b) Visionary Homes is not responsible for removing, repairing, replacing, or paying for any Purchaser-installed items such as: fences, landscaping, sprinkler systems, furniture, wallpaper, appliances and fixtures not included in the original sale of the home, or other Purchaser-added improvements. Visionary Homes is not responsible to warranty any work done on the home, or damage caused to any part of the home, that was not directly contracted, purchased, ordered, installed and/or supervised by Visionary Homes.

- c) Visionary Homes shall not be responsible for textures, color or dye lot variations, or for discontinued colors, styles or patterns of any materials used in a corrective measure, including but not limited to paint, carpet, vinyl, shingles, tile, siding, countertops, etc. Because only the affected area will be repaired (entire rooms, floors, etc. will not be replaced) seams, and/or variations of textures and colors may be noticeable.
- d) If the performance of obligations under this Warranty is delayed by any event outside of Visionary Homes' reasonable control, Visionary Homes will be excused from performing until the effects of that event are remedied. Examples of such events are weather conditions, acts of God, labor disputes, and shortage of materials, unavailability of subcontractors, a national or limited emergency or causes beyond Visionary Homes' control.
- e) This warranty is expressly conditioned upon closing on the home, which indicates Purchaser's acceptance as is except for items noted on the Homeowner Orientation form. Any failure to complete these orientation forms indicates your acceptance of the home "as is".
- f) This warranty is non-transferable. Any obligation of Visionary Homes under this warranty terminates if the property is resold or ceases to be occupied by the original Purchaser.
- g) No one is authorized to modify this warranty without the express written consent of all parties involved. No verbal representations by Visionary Homes' representatives may vary this warranty.
- h) Subject to the exclusions listed below, and other terms and conditions of this warranty, Visionary Homes' warranty provides you with the protections listed herein under Warranty Standards and Specifications
- i) The completion of the "Walk-Through List": Visionary Homes is responsible for completing

any pre-approved work listed in the Walk-Through List prior to occupancy. If this is impractical prior to the Closing, Visionary Homes will, with the Purchaser's consent, complete the work listed in the Walk-Through List after the closing. Visionary Homes must have access to the home during business hours in order to complete any remaining items. The Purchaser or their agent must be present to provide access. Walk-Through items will not be counted as Warranty Agreement items.

EXCLUSIONS

Visionary Homes is not responsible for:

- a) Defects not resulting in actual physical damage or loss.
- b) Damage to real or personal property which is not a part of Home or any property not included in purchase price, as delivered on the Effective Date of Warranty, which includes consequential or collateral damages arising from a defect covered by the Warranty Agreement. This exclusion applies to any item which was provided by Purchaser or trade partner selected at Purchaser's option in place of Visionary Homes' regular trade partner.
- c) Bodily or personal injury of any kind (including physical or mental pain and suffering and emotional distress), medical, hospital, rehabilitation or other incidental expenses, damage to personal property, damage to any property of others not a party to this Warranty Agreement, including damage or injury occurring during the conduct of repair or replacement under this warranty.
- d) Any loss or damage which the Purchaser has not taken appropriate action to minimize as soon as practicable or made worse by failure by Purchaser to give prompt and proper notice to Visionary Homes.
- e) Loss of use, loss of opportunity, loss of market value, loss of rental value, or any other consequential loss

- f) Defects in items installed or work done by the Purchaser or anyone else other than Visionary Homes or trade partners hired by Visionary Homes for such work. Said work shall void all warranties relating to any and all parts of the home affected by the items or work done by someone other than Visionary Homes or its hires.

ASSIGNMENT OF MANUFACTURER'S WARRANTIES

Visionary Homes hereby assigns to Purchaser any and all manufacturer's warranties held by Visionary Homes on all appliances, fixtures, equipment, and "consumer products" installed in the Residence. The warranties and manuals for these items may be viewed on the manufacturer's website. Visionary Homes strongly encourages Purchaser to review these materials. Purchaser should follow the procedure set forth in the applicable warranty or manual if a defect appears in any appliance, item of equipment, or other consumer product. It is the Purchaser's responsibility to file and register consumer products to receive the consumer products warranty.

OTHER EXCLUSIONS FROM COVERAGE

In addition to consumer products, Visionary Homes assumes no responsibility for loss or damage caused by:

- a) Defects in designs, installation, or materials which Purchaser supplies, installs, or has installed under his/her direction.
- b) Additions, alterations, or modifications to the Residence or the real property on which it is located done by or at the direction of Purchaser.
- c) Introduction of excessive water into the soils surrounding the Residence, including any change in the level of underground water table,

by parties other than Visionary Homes or parties under the control of Visionary Homes.

- d) Normal wear and tear or normal deterioration.
- e) Normal shrinkage caused by drying of the Residence and the materials used therein within tolerances set forth in the attached construction standards. Visionary Homes will not repair cracks in wood or the minor separation or opening of wooden joints such as those in paneled doors, mitered casings, or solid paneling that are caused by the normal shrinkage of wood. In addition, Visionary Homes is not responsible for cracking, checking, twisting, or turning of wood beams and posts/columns unless such a condition prevents the beam from meeting industry structural standards.
- f) Normal settling of the Residence within tolerances.
- g) Dampness and condensation caused by the failure to provide sufficient ventilation after occupancy by parties other than Visionary Homes or parties not under control of Visionary Homes.
- h) Negligent or intentional failure to maintain the Residence by parties other than Visionary Homes or parties under control of Visionary Homes.
- i) Changes in the grading of the ground around the Residence by parties other than Visionary Homes or parties under the control of Visionary Homes.
- j) Failure to maintain the grades, swales, and drainage patterns established by Visionary Homes which assure that any water falling on the property or surrounding the Residence, whether from natural precipitation, lawn irrigation, downspouts or neighboring property will flow positively away from the Residence.
- k) Landscaping installed by or at the direction of Purchaser.
- l) Insects or animals.

- m) Failure to maintain the Residence in good condition and repair.
- n) Failure of Purchaser to take timely action to minimize such loss or damage and/or failure of Purchaser to give Visionary Homes proper or timely notice of defect.
- o) Accidents, natural disasters, or acts of God, including, but not limited to: fire, explosions, smoke, water escape, unforeseen changes in the water table, wind, hail, lightening, falling trees, aircraft and vehicles, falling objects, floor and earthquake, riot or civil commotion, except when the loss or damage is caused by Visionary Homes' failure to comply with either the Standards of Construction or the building code as applicable.
- p) Soil conditions of the real property upon which the Residence is constructed if such real property was owned by Purchaser and obtained by Purchaser from a source independent of Visionary Homes.
- q) Defects in an appliance, item of equipment, or consumer product, or damage caused by defects in an appliance, item of equipment or consumer product.
- r) Any defect which does not result in actual loss or damage.
- s) Damage to the roof caused by the Purchaser or by winds in excess of normal for the area or by blown objects.
- t) Any warranty claims that arise from building inspectors that have not been preauthorized by Visionary Homes must be limited to local private or government building inspectors.
- u) Normal fading, chalking, or checking of paint. If Visionary Homes does touch up paint, the perfect match of colors is not guaranteed. The Purchaser should perform touch up painting annually or as needed for a regular maintenance program.
- v) Exterior and interior caulking of windows, doors, trim, counter tops, etc. Caulking and the

material, to which the caulking is attached, will expand and contract at different rates which will cause cracking of the caulking. Caulking is considered a maintenance item to be maintained by the Purchaser on an as needed basis. Any damage caused by failure to maintain caulking voids warranty.

- w) All exterior concrete, including but not limited to: driveways, patios, garage floors, sidewalks, porch caps, breeze ways, community halls, community stairwells, and steps. Since weather conditions, salts, ice melts, fertilizers, oils, soil, pet urine, ice build-up, snow compaction, freezing rain, lack of maintenance, etc. cannot be controlled by Visionary Homes, but all causes damage to the surface as a result, exterior concrete is unwarrantable.
- x) Appliances, equipment, and other consumer products in the home are not covered by this Warranty Agreement. Purchaser should become familiar with all manufacturer warranties for such items and work with such manufacturers in the event any such item is defective, broken, etc. Visionary Homes makes no representation or warranty as to the existence or non-existence of any manufacturer warranties. Purchaser shall be fully responsible for the resolution of any malfunctioning appliances, equipment or other consumer products. Purchaser is encouraged to promptly engage the manufacturer(s) of any such malfunctioning items. Please follow the guidelines in the manufacturer's warranty publications to request service.
- y) Microorganisms, fungus, decay, wet rot, dry rot, soft rot, rotting of any kind, mold, mildew, vermin, termites, insects, rodents, birds, wild or domestic animals, plants, corrosion, rust, radon, radiation, formaldehyde, asbestos, any solid, liquid or gaseous pollutant, contaminant, toxin, irritant or carcinogenic substance, whether organic or inorganic, and electromagnetic field or emission, including any claim of health risk or uninhabitability.

- z) Any loss or damage caused by buried debris, underground springs, sinkholes, mineshafts, unstable soils, non-compacted soils or other anomalies which were not reasonably foreseeable in a building site provided by Purchaser.
- aa) Diminished market value of home.
- bb) Costs of shelter, transportation, food, moving, storage, or other incidental expenses related to relocation during repair, or any other costs due to loss of use, inconvenience, or annoyance.
- cc) Any damage caused by ice or snow buildup. It is the responsibility of the Purchaser to control ice and snow buildup on all roofs, rain gutters, downspouts, downspout drains, drives, patios, sidewalks or around the house at all times and Visionary Homes is in no way liable for any related damages including personal injury.
- dd) Sound coming from interior or exterior sources through the windows, floors and walls.
- ee) Well water supply and quality of water.

Note: The installation and maintenance of a heat cable is the responsibility of the Purchaser.

PROCEDURES

Written Notice of Claim. If Purchaser discovers a defect, which is covered by this Warranty Agreement, Purchaser must follow the appropriate steps in Buildertrend, submit an online warranty request at <https://visionaryhomes.com/warranty/>. Previous communication with New Home Specialist or Project Manager upon orientation and possession of home does not constitute or authorize warranty work unless approved through the warranty department.

For written notice of claim, please provide a brief description of the nature of the defect, pictures showing the defect, the date the defect first occurred, the loss or damage claimed and the

times when Visionary Homes may have access to the residence to inspect the loss or damage between 8 a.m. – 4 p.m., Monday – Friday.

Before giving written notice, please refer to the subject of notice in the Warranty Agreement or the Maintaining Your Home manuals. In many cases, the answers to your questions are in this binder.

At the Homeowner Orientation Meeting, we ask for your written permission for our Visionary Homes Customer Service Representatives and trades partners to enter your home in your absence to make scheduled repairs. If you give us permission to enter, we will complete service requests in your absence, saving you time and speeding up most service calls. Please remember this requires you to sign an authorization to enter key release form.

If you do not give us permission to enter your home in your absence, you must be home or make arrangements for us to enter. Repairs will be scheduled at your convenience, according to the times listed below. Service work can be delayed due to special scheduling requirements. Some of our trade partners may call you directly for scheduling. Service calls are provided between 8 a.m. – 4 p.m., Monday - Friday.

Visionary Homes Response. Visionary Homes or its agent, representative, employee, or trade partner will contact Purchaser following Visionary Homes' receipt of the claim to schedule an inspection of the Residence and, if necessary, to schedule the corrective action undertaken by Visionary Homes, provided, however, that any delay caused by strikes, labor disputes, boycotts, shortages of labor or materials, governmental action, weather, acts of God, or any other fact of circumstance beyond the reasonable control of Visionary Homes shall not prevent any diligence on

the part of Visionary Homes. Visionary Homes' obligations to proceed with due diligence shall be suspended for as long as any such condition, fact, or circumstances shall continue to exist.

If the defect constitutes an emergency, Visionary Homes should be notified by telephone. Emergency situations are described as follows:

- a) Total loss of heat during cold winter months.
- b) Total loss of power (after breakers checked and power company has been contacted).
- c) A water leak of any type that requires the main water service to be shut off to avoid serious damage to the home or its contents.
- d) Total stoppage of the plumbing sewer system (if this occurs during the first 72 hours of occupancy).

All Warranty items must be promptly reported on the warranty service request form and are subject to approval by Visionary Homes.

REMEDIES

- a) Repair or replacement. If, following the inspection of the Residence, Visionary Homes determines that a valid warranty claim exists, Visionary Homes shall repair or replace, at its option, (I) the defective item and (II) the damage to those portions of the Residence affected. **Visionary Homes shall not be responsible if (I) a repaired area of prefinished material does not match in color and/or texture or (II) patterns in floor covering, wall coverings, or other finished surfaces have been discontinued.** Visionary Homes or trade partners chosen by Visionary Homes shall perform all work. Visionary Homes will not honor invoices, bills, or receipts for labor performed or materials purchased by or at the direction of Purchaser.

- b) Limitation of Visionary Homes' liability under this Warranty Agreement:
 - Shall not exceed the purchase price paid by Purchaser for the residence.
 - Shall not extend to consequential damages such as bodily injury, damage to personal property, or damage to real property, which is not part of the Residence.

ASSIGNABILITY

The warranties provided in this Warranty Agreement are personal to Purchaser and may not be transferred or assigned by Purchaser to subsequent owners of the Residence.

EXCLUSIVE WARRANTY

Except as provided in this Warranty Agreement, Visionary Homes MAKES NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY NATURE, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THOSE OF WORKMANLIKE CONSTRUCTION, HABITABILITY, DESIGN, CONDITION, QUALITY, OR OTHERWISE AS TO THE PROPERTY AND THE RESIDENCE AND OTHER IMPROVEMENTS CONSTRUCTED THEREON AND Visionary Homes HEREBY EXPRESSLY DISCLAIMS ANY SUCH REPRESENTATIONS OR WARRANTIES. Purchaser hereby acknowledges and accepts such disclaimer and agrees to waive any and all rights he or she may have by virtue of such representations and warranties.

Except for the warranties provided in this Warranty Agreement, Purchaser assumes the risk of any and all damage hereafter occurring in or appearing on the property of the Residence and other improvements constructed thereon regardless of the cause thereof. Purchaser's assumption of this

risk is partially in consideration of the amount of the purchase price of the Residence which is lower than it would be if Visionary Homes was to be held responsible for any such risks by virtue of said express or implied representations or warranties.

OTHER RIGHTS

This Warranty Agreement gives you, as the Purchaser, specific legal rights. You may also have other legal rights.

APPLICABLE LAW

This Warranty Agreement shall be construed in accordance with the laws of the State of Utah.

APPLIANCES & OTHER CONSUMER PRODUCTS

ITEM DESCRIPTION

VISIONARY HOMES' OBLIGATION

A. Major appliances are not operating properly

Confirm proper operation with manuals, and confirm power etc. was operational prior to requesting service. Service is provided directly by manufacturer. See owners guide for numbers and warranty procedures.

For purposes of this Warranty Agreement, the term "Consumer Warranty" means all appliances, equipment, central vacuum and other items which consumer products for purposes of Magnuson-Moss Warranty Act are (15 USC, paragraph 2301-2312), which are located in the home on the commencement date of the warranty, and which were provided by Visionary Homes. Visionary Homes expressly warrants that all consumer products will, for a period of one year with the commencement date of the warranty, be free from defects due to non-compliance with generally accepted standards in the state which assures quality of materials and workmanship. Any implied warranties for any such consumer products shall terminate on the same date as the express warranty stated above. Defects in items covered by manufacturers' warranties are excluded from coverage of the Warranty Agreement, and buyer should follow the procedures in the manufacturers' warranties if defects appear in these items. Visionary Homes does not warranty Purchaser provided appliances, fixtures, etc.

B. Dents and scratches

Only on products installed by Visionary Homes, reported before the Homeowner Orientation Meeting and recorded on punch list prior to Orientation Meeting and closing will be corrected.

None.

C. Disposal will not power up

Confirm that disposal is free of jams. Owner may need to press the "reset" button on side of disposal to restore power if it has tripped. Please unplug before unclogging. Owner may have to use an Allen wrench to manually turn the motor to unclog the disposal. Fish bones and egg shells can clog disposals easily.

None.

D. Dishwasher leaving film on clear glass dishes

In areas of hard water, replacing the dishwasher detergent with a product that contains hard water additives or installing a soft water system in the home will usually resolve the problem.

None.

MAKING AN APPLIANCE CLAIM

It is the Purchaser's responsibility to file any warranty claims on appliances. We recommend following the below instructions to make this claim.

1. Determine the brand/maker and use the proper web address to start your claim. See below.
2. Model number. You will need your original Purchase Order in order to get the model number. You can call the Visionary Homes office for this information if your Visionary Project Manager does not provide this at closing.
3. Purchase date. Please use your move-in date as the purchase date.
4. Serial number. This is usually found on the side of the door of your appliance.

MANUFACTURER	PHONE	WEBSITE
Amana	1-866-616-2664	amana.com
Bosch.....	1-949-344-5235	boschappliances.com
Contract Appliance.....	1-801-569-8850	contractappliancesales.com
Danby	1-800-263-2629	danby.com
Frigidaire	1-800-374-4432	frigidaire.com
GE.....	1-800-432-2737	geappliances.com
Kitchen Aide.....	1-800-422-1230	kitchenaide.com
LG	1-800-243-0000	lg.com
Maytag	1-800-344-1274	maytag.com
Samsung.....	1-800-726-7864	samsung.com
Thermador	1-949-344-5235	thermador.com
Whirlpool.....	1-866-698-2538	whirlpool.com

REPAIR CENTER	PHONE
Appliance Clinic	1-801-825-4661
ASI	1-801-593-8591
Darrell's Appliance.....	1-435-752-9022
Fast Appliance	1-801-718-3332
Quality Appliance.....	1-801-995-6520
RC Willey Home Furnishings.....	1-801-464-2340
Service Depot	1-435-753-4243
Thomson Premier Appliance	1-435-752-2251
Total Appliance	1-801-955-6520

CARPENTRY-ROUGH & FINISH

<u>ITEM DESCRIPTION</u>	<u>VISIONARY HOMES' OBLIGATION</u>
<p>A. Cabinet doors and drawer's warp</p> <p>Minor warping is common and should be expected within certain tolerances.</p>	<p>Warping in excess of 1/4" from the face of the cabinet will be corrected.</p>
<p>B. Cabinet, laundry room, pantry linen or bedroom shelving that separates from wall or ceiling</p> <p>Separation is common and should be expected within certain tolerances. Purchaser is responsible for caulking affected areas when needed.</p>	<p>None.</p>
<p>C. Color and grain variations</p> <p>Readily noticeable variations in wood grain and color are expected in all cabinet selections.</p>	<p>None.</p>
<p>D. Walls which bulge, bow or are out-of-plumb</p> <p>All interior and exterior framed walls have minor differences. Walls which bulge or bow in excess of 1/2-inch within a 32-inch measurement (floor to ceiling or wall to wall) is a defect. Walls which are out of plumb in excess of 1/2 inch within a vertical measurement of eight feet will be repaired. This standard does not apply to unfinished basements.</p>	<p>Visionary Homes will correct to meet the warranty standard. Conditions that are beyond Visionary Homes' control are excluded from this standard.</p>
<p>E. Ridges and depressions on wood sub-floor</p> <p>Floors shall not have more than a 1/4" ridge or depression within any 32" measurement when measured parallel to the joists.</p>	<p>None.</p>
<p>F. Floors squeak</p> <p>Some squeaks are unavoidable. Squeaks are typically caused by movement of wood on nails or hanger. This can be caused by deflection by the weight of a person or furnishing and rubs the nail that holds it in place. Also, warping- in the joist or floor material may cause "gaps" allowing such deflection.</p>	<p>None.</p>

<p>G. Finished grain and stain slightly different between hand railings, cabinets and mantles</p> <p>Whether the same or different species of wood is used for cabinets, hand railing and mantles. Each wood or different parts of the same board can take the finishes differently depending on the grain, knots, etc. Also, some of the finishing processes are different, resulting in a slightly different finished product.</p>	None.
<p>H. Cracks or splits in rough timbers</p> <p>Cracks and splits in rough timbers are common and are not covered under warranty unless structurally deficient as determined by engineer approved by Visionary Homes.</p>	None.
<p>I. Wood deck is springy or shaky</p> <p>All structural members in a wood deck shall be sized, and fasteners spaced according to building code specifications. Some amount of springiness is normal and varies with the amount of load on the deck.</p>	None.
<p>J. Cupping, splits, warps in wood decking, or composite decking</p> <p>Minor crack and raised grain will develop as it ages and dries. These shall not exceed the allowances established by the grading agencies.</p>	None.
<p>K. Decks sealant/staining</p> <p>Purchaser is responsible for staining and/or sealing their wood deck, unless contracted with Visionary Homes. Variations in stain color will occur due to variations in porosity of wood, weathering, and other causes. Drying out, cracking and splitting is the result of wood not properly protected.</p>	None.
<p>L. Gaps and joints between moldings and adjacent surfaces.</p> <p>These should not exceed 3/16 inch in width.</p>	None.
<p>M. Gaps at trim edges and joints</p> <p>These should be mitered or coped and not exceed 3/16 inch.</p>	Repairs will be made to meet standard. Caulking or puttying with compatible materials is acceptable method.
<p>N. Wood trim is cracking</p> <p>Some minor cracks and raised grain will develop as it ages and dries. Much of this will occur during the first year. Raised grain can cause peeling paint; however, this is not due to a defect in material or workmanship. Paint maintenance of wood trim is a Purchaser responsibility.</p>	None.

<p>O. Splits of interior trim</p> <p>Splits exceeding 1/4 inch in width and 2 inches in length are unacceptable.</p>	<p>These will be repaired using caulk and paint by Visionary Homes during the one-year warranty period.</p>
<p>P. Baseboards separating from wall</p> <p>Separation of baseboards away from walls is a result of shrinkage of components of the home. It's the Purchaser's responsibility to maintain gaps with caulking.</p>	<p>None.</p>
<p>Q. Grain and cracks are visible</p> <p>This is normal, and especially true for white and light colors; requires maintenance by Purchaser.</p>	<p>None.</p>
<p>R. Caulking</p> <p>Through normal wear and tear, changes in humidity and temperature all affect the expansion and movement in your home and the materials in your home which can cause your caulking to crack, dry out and needs to be touched up. Caulking requires maintenance by Purchaser.</p>	<p>None.</p>

COUNTERTOPS

<u>ITEM DESCRIPTION</u>	<u>VISIONARY HOMES' OBLIGATION</u>
<p>A. Countertops separating from walls at back and sides</p> <p>Countertops are caulked/along the edges and back splashes to help seal out water and for cosmetic trimming. Movement and shrinkage may cause to slightly pull away from wall. This is the Purchaser's responsibility as home maintenance to re-caulk.</p>	None.
<p>B. The countertop laminate is pulling or lifting off the wood backing</p> <p>Countertop laminate should not pull away from the backing itself.</p>	Visionary Homes will make required on-site repair using appropriate glue and heat process.
<p>C. Countertop seams are readily visible</p> <p>All seams are readily visible, especially on light colored countertops. The seams, however, should not have excessive "valleys" or depressed gaps at the seams.</p>	Any "valley" or depressed gap will be filled with the appropriate filler when notification is received within 30 days from closing.
<p>D. Countertop seams that separate or delaminate</p> <p>Purchaser is responsible for keeping all countertop seams dry. Separation due to excessive water on seams is not covered by this warranty.</p>	None.
<p>E. Scratches, chips, nicks, burns or countertops</p> <p>If not properly cared for, countertops can be damaged. Visionary Homes will only be responsible to damage prior to closing.</p>	Visionary Homes will repair major surface imperfections noted at or before time of Homeowner Orientation Meeting only. Future items shall be the responsibility of the Purchaser.
<p>F. Solid surface countertops are uneven</p> <p>Solid surface countertops should be installed without chips and gouges and edges should be smooth and even. Where back splash joints secure at corners, the top edges should be even within 1/16 inch.</p>	Visionary Homes shall adjust prior to closing to meet industry standards.
<p>G. Countertop is not level</p> <p>Countertops shall be no more than 3/8 inch in 10 feet out of parallel with the floor.</p>	Visionary Homes will make necessary adjustment to meet industry standards.

DOORS—INTERIOR

<u>ITEM DESCRIPTION</u>	<u>VISIONARY HOMES' OBLIGATION</u>
<p>A. Warpage of doors</p> <p>Some warpage, cupping, bowing, or twisting is normal and is caused by surface temperature changes. Such warpage, cupping twisting or bowing shall not exceed 1/4 inch at the maximum distance from a straight edge to the door.</p>	<p>Visionary Homes shall repair or replace defective doors, and the finish matched as closely as practical. If rooms are not kept at normal temperature and humidity levels, doors will warp. In such cases, no adjustment will be made by Visionary Homes.</p>
<p>B. Doors are not parallel to door jams</p> <p>Doors and their jams are expected to be within 1/4 inch parallel to one another.</p>	<p>Visionary Homes shall adjust door and/or door jams to meet industry standard.</p>
<p>C. Doors should operate smoothly and latch securely</p> <p>Weather and temperature changes can affect the performance of doors and door hardware. Most are easily adjusted using household oil on the hinges and/or adjusting the positioning of the strike plate.</p>	<p>Visionary Homes will adjust door hardware once during the twelve months following closing to meet operating standards. Normal lubrication is required and is the responsibility of the Purchaser.</p>
<p>D. Bi-fold or By-pass door comes out of adjustment or falls out of track</p> <p>Bi-fold or By-pass doors have been installed using standard building practices and should not fall out of track. Bi-fold doors are easily adjusted with a screwdriver. Care should be taken to maintain this adjustment to minimize damage.</p>	<p>Visionary Homes will make courtesy adjustments one time on doors that come out of track within 90 days from the Homeowner Orientation Meeting. Future adjustments shall be the responsibility of the Purchaser.</p>
<p>E. Cracks or splits in rough-textured lumber</p> <p>Cracks and splits in rough timbers are common and are not covered under warranty unless structurally deficient as determined by an engineer approved by Visionary Homes.</p>	<p>Visionary Homes will correct to meet the warranty standard.</p>
<p>F. Pocket doors</p> <p>Pocket doors are not warrantied in any way.</p>	<p>None.</p>

DOORS—EXTERIOR

<u>ITEM DESCRIPTION</u>	<u>VISIONARY HOMES' OBLIGATION</u>
A. Warpage of doors See Doors-Interior. Same 1/4-inch standard applies	See Doors-Interior for related issues.
B. Doors are difficult to close In order to obtain a tight seal, weather stripping is applied to the door jam. Closing the door may require a solid push using both hands and reasonable force. Both the deadbolt and doorknob should latch in the same closed position.	Visionary Homes will adjust hardware for proper closing with reasonable force.
C. Doors are leaking water and air Some infiltration is normally noticeable at bottom of doors, especially during high winds, blowing rain, or when washing door.	Exterior doors are not designed to be water or airtight. Visionary Homes will make needed corrections to meet the manufacturer's warranty standards for standard doors. French doors and unique doors requested by Purchaser are not warranted. Some doors may require buyer-installed storm doors to mitigate. Damage to flooring due to water leakage is not covered.
D. Screen door falls out of track Screen doors are installed and adjusted to operate within the manufacturer's tolerances.	Visionary Homes will adjust one time within 90 days of the Homeowner Orientation Meeting. Future adjustments are the Purchaser's responsibility.
E. Adjustable Thresholds Thresholds will need adjusting over time and use.	None.
F. Garage doors allow rain or snow to enter Visionary Homes shall install to the manufacturer's specification. However, some entrance of the elements should be expected under certain conditions, especially when windy conditions are present, and when accumulated snow rests against the door.	Visionary Homes shall adjust to meet the manufacturer's specifications if required.
G. Garage door opener does not operate The opener is warranted as a "consumer product". See information related to appliances for coverage. Check to verify that the electronic eyes along the bottom of the door are in alignment. This safety feature prevents the door from operating when something is blocking the doorway. Check GFCI breaker outlet in garage and reset. If needed, check house breaker.	None.

H. Damage to garage door by obstacle in door's path

Garage door openers are designed to reverse if door makes contact with foreign object. No damage to door should occur if contact is made at center of door with direct contact. If contact is made to left or right of center, or if solid contact is not made against object (sliding off), damage to door may occur. Purchaser is responsible to leave path clear of obstacles.

None. See "Appliances & Other Consumer Products" under Appliances.

I. Exterior door finishes

Exposed exterior doors, jambs and trim will expand, contract, warp, fade and crack due to exposure to normal weather conditions. As a result, the finishes will crack, spald, peel, fade and otherwise deteriorate with time.

Visionary Homes is not responsible for any deterioration of exterior doors and their finishes due to weathering conditions. These products require routine maintenance by the Purchaser.

ELECTRICAL

<u>ITEM DESCRIPTION</u>	<u>VISIONARY HOMES' OBLIGATION</u>
<p>A. General</p> <p>Any warranty otherwise provided for electrical is voided upon person(s) changing, modifying, adding to, or tampering with the house electrical system in any way. For example, basement additions which "tie-in" to existing house wiring void the electrical portion of this warranty.</p>	None.
<p>B. Malfunction of electrical components</p> <p>An outlet, switch, or fixture fails to perform as designed. Always confirm proper function of circuit breakers, GFCIs, and bulbs before requesting service.</p>	Visionary Homes shall repair or replace to meet original design. No warranty is provided on lighting upgrades made by Purchaser directly with lighting fixture supplier. Light bulbs are not warrantied.
<p>C. Malfunction of electrical utilities</p> <p>Utility company meter problems, availability of service, service lines installed by developer, municipality or utility company as well as backfill are not the responsibility of Visionary Homes.</p>	None.
<p>D. Light fixture placement</p> <p>Any changes to light fixture placement must occur prior to the 4-way walk through and in accordance with the blueprints.</p>	None.
<p>E. Bulbs are burnt out</p> <p>Bulbs are installed and operational at the time of the Homeowner Orientation Meeting. Replacement of burnt bulbs is the Purchaser's responsibility.</p>	None.
<p>F. Outlets have lost power</p> <p>As a safety feature, numerous Ground Fault Circuit Interrupters are included in your home. The outlets to the garage, patios, porch, and basement are connected to one system. Your kitchen appliance outlets and bathrooms are also on GFCI systems. It is a sensitive system which trips easily to prevent electrical shock in these locations. The test/reset buttons (on a single outlet) control the entire system. Do not plug a food freezer into any GFCI outlet.</p>	Visionary Homes will replace breaker if faulty.

<p>G. Smoke detectors are chirping</p> <p>Each smoke alarm is equipped with a 9-volt battery back up in the event of power loss. When one is activated, all will respond to warn you throughout your home. When these batteries run low, the detector begins to chirp, reminding you to change the battery.</p>	<p>Visionary Homes will repair or replace malfunctioning Smoke Detector. All battery replacements are the Purchaser's responsibility after the Homeowner Orientation meeting.</p>
<p>H. Smoke detectors do not activate with smoke in the home</p> <p>Many smoke detectors are equipped with a photo electric sensor that helps distinguish between different types of smoke, thus eliminating many false alarms.</p>	<p>None.</p>
<p>I. Bathroom fan and exterior vented hoods</p> <p>The gravity operated flapper within the unit may flap and make noise when windy outside.</p>	<p>None.</p>
<p>J. LED lights</p> <p>LED lights are prone to flickering and will not be replaced regardless of severity. Please note, we will not send an electrician out to check for flickering lights.</p>	<p>None. An electrician will not be dispatched to check the electrical because of flickering lights.</p>

FINISHES

ITEM DESCRIPTION	VISIONARY HOMES' OBLIGATION
<p>A. Walls or ceiling cracks</p> <p>Hairline cracks, seam or tape cracks, nail pops, and other imperfections are normal and should be expected within given tolerances. Nail pops are common and are due to contraction and expansion of lumber to which the drywall is attached. Also, rounding of wall to ceiling seams due to the raising of ceiling trusses. These are beyond Visionary Homes' control and are not covered by this warranty.</p>	<p>Visionary Homes will, as a courtesy, make drywall repairs, one time only to cracks exceeding 1/8 inch in width and 6 inches in length or greater. No repair will be made to areas that show only under particular lighting conditions or during winter months. Purchaser will be responsible for paint touch up.</p>
<p>B. Repairs made necessary by water damage or other item covered by this warranty</p> <p>In the event it becomes necessary to repair drywall due to some warranty related adjustment, the drywall will be repaired and repainted by Visionary Homes.</p>	<p>Drywall repairs will be made and re-textured to match original as closely as practical. Standard painting color and sheen variations will be matched as closely as practical. Purchaser is responsible to restore paint colors and wallpaper.</p>
<p>C. Wallpaper or coverings begin to peel</p> <p>Common cause is a result of lack of moisture control. Purchaser is responsible for any peeling which might occur.</p>	<p>None.</p>
<p>D. Paint touch-up required</p> <p>Visionary Homes will only touch up paint prior to the Homeowner Orientation Meeting, or as part of separate warranted repair. Any touchup done may vary slightly in sheen and color and will become less detectable as paint cures.</p>	<p>None. Areas requiring special lighting conditions, such as shining a light at a specific angle, or viewing the area from specific angles or certain times of the day are not touch up items.</p>
<p>E. Paints are fading</p> <p>All paints will fade and change color over time. This is particularly true for paints exposed to sunlight, as exterior paints are. This is not warrantied in any way.</p>	<p>None.</p>
<p>F. Clear finish on exterior is deteriorating</p> <p>Exterior clear finish, like those used on decks, wood doors and timbers, deteriorates quickly from exposure to the elements.</p>	<p>None. This is regular home maintenance to be performed by Purchaser.</p>
<p>G. Paint is coming off exterior doors</p> <p>See Exterior Doors (H)</p>	<p>None.</p>

<p>H. Areas of exterior paint appear to have unduly weathered</p> <p>Weathering of painted materials is common, especially with high exposure to sunlight and moisture. Brick molding around exterior doors at the bottom where water may collect is an example. These areas are the Purchaser's maintenance responsibility.</p>	<p>None.</p>
<p>I. Stain on wood varies significantly</p> <p>Due to wood characteristics, color variations will result based on when and how the stain is applied. This cannot be controlled; no replacement, repair, or repainting will be completed.</p>	<p>None.</p>
<p>J. Paint Splatters</p> <p>Paint splatters shall not be readily visible on walls, woodwork, floors or other interior surfaces when viewed from a distance of six feet under normal lighting conditions.</p>	<p>None.</p>
<p>K. Brush marks</p> <p>Brush marks shall not be readily visible on walls, woodwork, floors or other interior surfaces when viewed from a distance of six feet under normal lighting conditions.</p>	<p>Visionary Homes will refinish as required to meet industry standard and match color, sheen and surrounding area as closely as practical. Those items noted prior to the Homeowner Orientation Meeting will be repaired.</p>

FLOORING

<u>ITEM DESCRIPTION</u>	<u>VISIONARY HOMES' OBLIGATION</u>
A. Carpet seams are visible Carpet seams will be apparent; however, gaps and excessive fraying are not acceptable.	Visionary Homes will eliminate visible gaps and repair excessive fraying.
B. Carpet stains or spots are visible Only stains or spots noted prior to the Homeowner Orientation Meeting shall be corrected by Visionary Homes.	None. Visionary Homes will not be responsible for dye lot variations if replacements are made.
C. Carpeting comes loose or excessive stretching occurs When stretched and secured properly, carpeting should not come up, become loose, or stretch excessively at its points of attachment.	Visionary Homes will re-stretch or re-secure carpeting one time only within the first year.
D. Carpeting discolors on edges or rooms, also known as "soiled air filtration" White and lighter colored carpets may show grey or brown lines around baseboards, by air ducts, under doors, and on edges of stairs due to airborne pollutants. It is not a defect in either carpet or the construction of the home.	None.
E. Vacuuming of carpet collects excess filament fiber known as "shedding" Depending on whether carpeting was manufactured using staple versus continuous filament strands, excess fiber collection during initial vacuuming of carpeting is normal and doesn't constitute a deficiency. Additionally, if a Shark vacuum is used on your carpet it may cause carpet strands to come loose that otherwise would not. Visionary Homes will not be responsible for use of a Shark Vacuum.	None.
F. Traffic or wear patterns develop in carpeting Wear patterns in traffic areas are normal and are not covered by this warranty. Regular vacuuming will extend life of carpet. Additionally, if a Shark vacuum is used on your carpet it may cause carpet strands to come loose that otherwise would not. Visionary Homes will not be responsible for use of a Shark Vacuum.	None.

<p>G. Hardwood: Gaps appear in hardwood floor</p> <p>Shrinkage of hardwood floors is normal and expected. These should be filled with wood filler by the Purchaser as they appear.</p>	<p>Gaps, caused by shrinkage, exceeding 3/16 inch will be repaired by Visionary Homes one time within the first year; other smaller gaps are the responsibility of the Purchaser.</p>
<p>H. Hardwood: Water damage</p> <p>Damage to flooring caused by excessive weather moisture, plumbing leaks, or other water problems are considered consequential damages and should be covered by Purchaser's insurance. Purchasers should take necessary steps to minimize these damages.</p>	<p>None.</p>
<p>I. Scratches, fading, discoloring, etc. of hardwood floors</p> <p>Cleaning of wood floors should be done with a soft cloth and a PH neutral cleaner. Do not use wax, oil soap, or another household cleaner on your polyurethane finished floor. Install felt pad floor protectors on "feet" of furniture. Remove spills promptly.</p>	<p>Scratches, fading, and discoloration of hardwood floors are not the responsibility of Visionary Homes.</p>
<p>J. Vinyl: Lifting bubbling and nail pops</p> <p>The vinyl flooring should adhere properly to the sub floor surface. Nails should not break the surface of the vinyl.</p>	<p>Visible lifting and bubbling, and nail pops which break the surface of the vinyl will be repaired or replaced, at Visionary Homes' option, in the affected area with similar material. In any situation which requires replacement, Visionary Homes will not be responsible for discontinued patterns or colors and color variations.</p>
<p>K. Vinyl: seams appear in vinyl flooring</p> <p>Seams will occur and are sealed at time of installation; there should be no significant gaps at seams.</p>	<p>Gaps exceeding 1/16 inch will be repaired, usually by resealing, by Visionary Homes.</p>
<p>L. Vinyl: Depressions or ridges occur at sub floor joints</p> <p>Measure the distance at one end of a 6-inch straightedge with the opposite end held tightly against the floor and the 3-inch mark over the depression or ridge.</p>	<p>Depressions or ridges exceeding 1/8 inch will be corrected by Visionary Homes.</p>
<p>M. Vinyl: Patterns do not align</p> <p>This should be noted prior to the Homeowner Orientation Meeting. Patterns are to be aligned within 1/8 inch of the adjoining piece.</p>	<p>Misaligned patterns noted prior to the Homeowner Orientation Meeting will be corrected to be within specified tolerance.</p>
<p>N. Discoloration or "yellowing" of vinyl flooring</p> <p>Discoloration due to a manufactures defect will be repaired or replaced. However, "discoloration" caused by the use of mats or rugs by Purchaser is not a defect and is not covered.</p>	<p>Visionary Homes will correct if manufacturer defect.</p>

<p>O. Tile (All): Cracked, badly chipped, or loose tiles</p> <p>Must be noted prior to the Homeowner Orientation Meeting.</p>	<p>None.</p>
<p>P. Tile (all): Cracks appear in grout</p> <p>Most cracks in grout at joints or junctures with other materials are due to normal shrinkage conditions. Hairline cracks and sealing of grout are the Purchaser's responsibility.</p>	<p>None.</p>
<p>Q. Laminate flooring has raised edges or butt joints</p> <p>Prefinished hardwood floors may not be as smooth as a sand and finish floor. Over wood is the term describing slightly raised edges or ends. Although this condition is generally minimal on most floors, this is a characteristic of prefinished flooring and is not considered a defect.</p>	<p>Visionary Homes will make corrections according to manufacture specifications. Damage or raised edges due to water or moisture is not covered under warranty.</p>
<p>R. Wear, Depressions</p> <p>Any finished flooring has chance of uneven wear and depressions from traffic, furniture, moving heavy furniture such as pianos, rocks in shoe treads, roller blades etc. and is not considered a warrantied issue or defect. Protective coverings on legs of furniture are recommended on wood and laminate floors to protect the finish.</p>	<p>None.</p>

HEATING & COOLING SYSTEMS

<u>ITEM DESCRIPTION</u>	<u>VISIONARY HOMES' OBLIGATION</u>
<p>A. The ductwork of the heating system is noisy</p> <p>When metal is heated, it expands, when cooled it contracts. The resulting ticking or crackling sounds generally are to be expected and do not constitute a defect.</p>	None.
<p>B. The duct work is making loud single “booming” sounds, known as “oil canning”</p> <p>The booming oil canning noise is the result of expansion of air in the ductwork system. It may not be possible to eliminate completely.</p>	Visionary Homes will adjust to reduce loud “oil canning” when duct work is accessible and possible.
<p>C. Heating system seems inadequate</p> <p>Heating systems are installed according to local building codes, manufacturer’s specifications, and computer software sizing calculations. The system should be able to establish a temperature of 70 degrees F, as measured in the center of the room 5 feet above the floor under normal outdoor winter design conditions. There may be periods when the outdoor temperatures drop below the design temperatures, thereby lowering the temperature in the home.</p>	Visionary Homes will take action to correct heating system to meet warranty standards. Orientation of home and location of room will also provide a temperature differential, especially when the heating system is controlled by a single thermostat for one or more floor levels. Purchaser is responsible for balancing dampers and registers and for making other necessary minor adjustments.
<p>D. Some areas of the home are warmer/colder than others</p> <p>The orientation of the home (south facing etc.), number and size of windows, extent of window coverings, and other factors will determine the actual amount of heating/cooling required in each room. It is the Purchaser’s responsibility to balance the needs by adjusting the registers/dampers in each location.</p>	None.
<p>E. Placement of registers, cold air return and ductwork vary from model</p> <p>The exact placement of heat ducts may vary from their positions shown in models, other homes, and plans. This will not significantly impact the system efficiency.</p>	None.

<p>F. Noise or vibration at air register</p> <p>Register should be correctly installed according to manufacturer's specifications. Under certain conditions, some noise may be experienced with normal flow of air even when product is installed correctly.</p>	<p>None if installed correctly.</p>
<p>G. Air conditioning system seems inadequate (see H.)</p> <p>When provided with your home, an A/C system should be capable of maintaining a temperature of 78 degrees F or a differential of 20 degrees F from the outside temperature (whichever is higher) measured in the center of the room, 5 feet above the floor. Lower temperatures are often possible but not guaranteed by the manufacturer or Visionary Homes. Lack of window coverings are the most common cause for problems of inadequate cooling.</p>	<p>Visionary Homes will correct cooling system to meet these standards provided that adequate window coverings are in place, and registers are properly balanced.</p>
<p>H. System requires charging</p> <p>"Charging" the system must be completed when temperatures exceed 70 degrees. Homes closed during winter months will need to have the A/C charged in the spring.</p>	<p>Contact the A/C contractor directly for initial charging of the A/C. This is not an emergency item. Systems will be charged as the contractor is able. This may mean delays of several days or weeks at the first of spring. Please contact them early.</p>
<p>I. A/C compressor is not level</p> <p>The compressor should be maintained in a level position for proper function. Settling may cause the compressor to become out of level. It is the Purchaser's responsibility to raise and level compressor.</p>	<p>The compressor should be set and level at the time of the Homeowner Orientation Meeting.</p>
<p>J. Dryer vent becomes clogged</p> <p>Dryer vents (ductwork) need to be professionally cleaned at least every two years. Failure to maintain free flow of warm air will result in damage to dryer, moisture buildup with possible mold growth, and possible fire hazard.</p>	<p>Visionary Homes will correct any separation of ductwork. Maintaining venting is Purchaser's responsibility.</p>
<p>K. Heating HVAC register in bathrooms</p> <p>Bathrooms in new construction are not required to have an HVAC register, only habitable rooms. A bathroom is not considered to be habitable space, neither is a kitchen, and both conform to a different set of regulations.</p>	<p>None.</p>

L. Moisture build-up, or shrinking wood material, high static electricity levels

Healthy and proper humidity levels in the home must be maintained by the Purchaser. Each family lives different, depending on their activities with dishwashers, washing machines, dryers, length of shower time and the number of individuals living in the home are just a few of the things that will affect the humidity of the home. Thirty percent humidity is recommended by most manufacturers to maintain proper sizing of material. High humidity levels will cause moisture buildup on windows, pipes etc. shrinking or expanding of trim and cabinetry work, floors etc. or high static electricity levels noticed by touching grounded products is a sure sign of very low humidity levels. The Purchaser is responsible for proper ventilation of the home. Longer run times for the bathroom and exhaust fans will help greatly and may require you to open a window at such times. Also, you may need to purchase a dehumidifier or humidifier depending on the climate.

None.

PLUMBING

<u>ITEM DESCRIPTION</u>	<u>VISIONARY HOMES' OBLIGATION</u>
<p>A. Toilets clog up easily</p> <p>Because of water conservation, toilets have been redesigned to use no more than 1.6 gallons of water per flush. Additional flushing may be required.</p>	<p>Visionary Homes will evaluate problematic toilets. If no defect is found, Purchaser shall assume all repair costs for service call at a 1 hour minimum.</p>
<p>B. Water valve in toilet tank continuously runs or is leaking water</p> <p>Toilet valves are adjusted at installation and should be working as designed. Additional adjustments to linkage or water level are considered a home maintenance item. Use of bleach tablets in toilet tank damages rubber seals and voids the warranty.</p>	<p>Visionary Homes will adjust toilet valve and float assembly one time within the first year.</p>
<p>C. Sewer gas odors coming from drains</p> <p>All drains, when maintained properly, should not emit odors.</p>	<p>Visionary Homes will verify that plumbing vents are working as designed. For all drains not used regularly, Purchasers must maintain the proper water level in the P-trap to stop sewer odors.</p>
<p>D. Pipes freeze and burst</p> <p>Purchaser is responsible for maintaining suitable temperatures (i.e. 60 degrees F) in the home to prevent pipes from freezing. If temperatures will be lowered, proper winterization, including draining supply pipes, is a Purchaser's maintenance item. Any damage resulting from home being "vacant" and/or unheated voids this warranty. Anti-Freeze hose bibs will not freeze unless the temperature within the home is at or below freezing levels or hoses have been left on the hose bib outside, not allowing the hose bib to drain properly. Hoses must be removed from exterior hose bibs.</p>	<p>Visionary Homes will repair frozen pipes when caused by defect in material, workmanship or design. Anti-freeze hose bibs are excluded from warranty.</p>
<p>E. Noisy pipes</p> <p>Expansion and contraction caused by water flow will cause some noise which is to be expected. Loud "water hammering" is not normal.</p>	<p>Visionary Homes shall repair to eliminate loud "water hammering" only, frequently caused by too much pressure.</p>
<p>F. Temperature of water fluctuates</p> <p>Changes in pressure caused by using more than one fixture at a time can cause the temperature to fluctuate. Posi-Temp tub/shower valves have been installed, which will minimize this fluctuation at shower.</p>	<p>None.</p>

<p>G. Water pressure in home too low or too high</p> <p>Code requires home to have an inline PRV (pressure reducing valve) installed on main water line directly above main shut off valve. This valve comes preset from the manufacture at approximately 45 to 50 PSI. These valves should only be adjusted by a licensed plumber. Damage or water failure resulting from adjustments to pressure by Purchaser is Purchaser's responsibility.</p>	<p>Visionary Homes will correct defective PRV.</p>
<p>H. Fixtures, tubs, sinks are damaged</p> <p>Chips, scratches, dents, cracks and other blemishes of plumbing fixtures must be noted prior to the Homeowner Orientation Meeting.</p>	<p>Those items noted prior to the Homeowner Orientation Meeting will be repaired.</p>
<p>I. Jetted tub will not power up</p> <p>Jetted tubs are equipped with a separate ground fault circuit interrupter (GFCI). The test/reset button may be located in an adjacent closet or wall from tub. Never turn on jets until water level is at least 2 inches above jets. Do not allow water intake to become blocked. To reduce bacteria growth inside pump and piping from stagnant water, run jets for one minute with two cups bleach added before draining.</p>	<p>Visionary Homes will make repairs to malfunctioning pump, jets or piping. Damage resulting from Purchaser negligence is Purchaser's responsibility.</p>
<p>J. Water discharging from safety release valves on water heater</p> <p>Safety release valves are installed on water heaters to allow excess pressure from water supply or high-water temperatures to be released. Occasional trickling of water is normal.</p>	<p>Visionary Homes will repair malfunctioning safety release valve. Damage to personal property resulting from water discharge is Purchaser's responsibility.</p>
<p>K. Slow water drip from connections above water heater</p> <p>Cool pipes and heated basement air will result in condensation to form and collect on top of water heater. Slight puddling of water and rusting is normal.</p>	<p>Visionary Homes will repair any water leaks that are a result of poor workmanship or materials.</p>

PROPERTY

ITEM DESCRIPTION

VISIONARY HOMES' OBLIGATION

A. Permanent structures on easements

Most easements are outlined on the recorded plat map and can be used and landscaped as a part of Purchaser's property. Typically, Purchaser may fence, plant, play or work all easements. Usually they merely provide the right of access by various utilities upon the property. Typically, no permanent structures can be built on easement areas. Check your title documents for detailed restrictions.

None.

B. Dispute of property lines and corners

Most home building lot property corners are marked using metal markers imbedded in the street concrete curb and by plastic capped rebar stakes at grade level which are set during development of lot. A copy of lot plot plan and dimensions can be made available to help locate and verify corners. If disagreements arise between neighbors regarding property lines, it is Purchaser's responsibility to settle such disputes. A surveyor could be hired by Purchaser to verify and mark all property corners.

Visionary Homes is not responsible for missing or moved property markers.

SOUND

ITEM DESCRIPTION

VISIONARY HOMES' OBLIGATION

A. Sounds from neighbors

Although our homes meet or exceed the code requirements for sound attenuation, there remains the possibility that you will always be able to hear sounds from interior and exterior sources through the windows, floors and walls.

None.

B. Hearing sounds through walls and floors

Although our homes meet or exceed the code requirements for sound attenuation, there remains the possibility that you will always be able to hear sounds from interior and exterior sources through the windows, floors and walls.

None.

WINDOWS & SCREENS

<u>ITEM DESCRIPTION</u>	<u>VISIONARY HOMES' OBLIGATION</u>
A. Broken or cracked windows Must be noted at Homeowner Orientation Meeting.	Any broken or cracked glass in windows noted prior to the Homeowner Orientation Meeting will be replaced. Future issues fall under the manufacturer's warranty.
B. Damaged or missing screens Must be noted prior to the Homeowner Orientation Meeting.	Any damaged or missing noted prior to the Homeowner Orientation Meeting will be replaced.
C. Scratches in glass Scratches that can be seen only in certain lighting conditions; or from certain angles are not warrantable.	Obvious scratches will be repaired or replaced when noted prior to the Homeowner Orientation Meeting.
D. Latching is tight Latching should require a small amount of force or pressure to properly latch when locking. This ensures a tight seal.	Visionary Homes will adjust windows to operate within standards during the one-year warranty period.
E. Sticky operation Windows should operate with reasonable ease; a maximum operating force of 35 pounds. Lubricating oils or silicones can be used to increase ease of operation and is considered Purchaser maintenance.	Builder will adjust windows to operate within standards during the one-year warranty period.
F. Condensation at windows Condensation is the result of high humidity inside and cold temperatures outside. This is not warranted by Visionary Homes. Purchaser's should carefully follow manufacturer's directions when using a humidifier, especially in cold weather. Purchasers must maintain proper air movement within the home, as well as maintain caulk around windows.	None. See Heating & Cooling systems (L)
G. Air and dust infiltrates through closed windows Some infiltration is unavoidable. This is especially true in high wind areas, or on large windows, which can bow to create a small gap between window components. Storm windows and doors can be added by the Purchaser if desired.	None.

<p>H. Leaks from skylights</p> <p>Leaks should not occur from skylights, however at times condensation might appear on the inside of the skylight; this is not a defect and will not be covered. Condensation can be controlled with proper humidity levels and proper air movement and is a Purchasers responsibility.</p>	<p>Reinstall improperly installed or defective skylights. Condensation damage is not warrantable.</p>
<p>I. Caulking</p> <p>Through normal weathering and wear and tear, gaps may widen around windows.</p>	<p>None. Please see Carpentry-Rough & Finish.</p>
<p>J. Vinyl siding appears wavy or bowed</p> <p>Siding may warp, melt, bulge, become disfigured or discolored if an adjacent or opposite window reflects onto said surface area. It is the homeowner's responsibility to adequately cover all windows that may potentially reflect light onto the exterior siding of your home. Each home is different and there is no way of knowing how and when this may occur. However, it is more common on the east or west side of the structure. For this reason, we urge all homeowners to take the necessary precautions in covering their windows. An outside shade or awning, tinted windows, or both will work. This will prevent ultraviolet rays from damaging the outside of the home.</p>	<p>None.</p>

TWO YEAR SYSTEMS WARRANTY

(2 YEAR) PLUMBING

ITEM DESCRIPTION

VISIONARY HOMES' OBLIGATION

A. Pipes freeze and burst

Purchaser is responsible for maintaining suitable temperatures (i.e. 60 degrees F) in the home to prevent pipes from freezing. If temperatures will be lowered, proper winterization, including draining supply pipes, is a Purchaser's maintenance item. Any damage resulting from home being "vacant" and/or unheated voids this warranty.

Visionary Homes will repair frozen pipes when caused by defect in material, workmanship or design. Anti-freeze hose bibs are excluded from warranty.

(2 YEAR) HEATING & AIR CONDITIONING

ITEM DESCRIPTION

VISIONARY HOMES' OBLIGATION

A. Refrigerant lines leak

Builder-installed refrigerant lines or ground loop pipes that develop leaks during normal operation are deficiencies.

Visionary Homes shall repair leaking lines and recharge the unit as required. Leaks due to Purchaser actions or negligence are excluded.

B. Ductwork separates, becomes detached

Ductwork that is not intact or securely fastened is a deficiency.

Visionary Homes shall reattach and re-secure all separated or unattached ductwork.

WARRANTY ITEMS INDEX

A/C, Air Conditioning, 30, 38

Appliance, 1, 3, 4, 5, 6, 7, 8, 12, 13, 20, 21, 22

Arbitration, 4, 5

Baseboards, 17, 26

Cabinet, 15, 16, 31

Carpet, 6, 26

Caulking, 8, 15, 16, 17, 37

Condensation, 7, 33, 36, 37

Countertops, 6, 18

Disposal, 12

Doors, 7, 8, 15, 19, 20, 21, 24, 25, 26, 36

Electrical, 3, 4, 22, 23

Floors, 6, 8, 9, 15, 25, 27, 28, 31, 35

GFCI, 20, 22, 33

Hardwood, 27, 28

Heating, 3, 4, 29, 30, 36, 38

Moisture, 24, 25, 27, 28, 30, 31

Mold, 9, 16, 25, 30

Orientation, 1, 6, 9, 12, 18, 19, 20, 22, 23, 24, 25,
26, 27, 28, 29, 30, 33, 36

Paint, 6, 8, 16, 17, 24, 25

Plumbing, 3, 4, 10, 27, 32, 33, 38

Sewer, 10, 32

Termites, 8

Tile, 6, 28

Toilets, 32

Windows, 8, 9, 29, 30, 31, 35, 36, 37