



## Exhibit B – New Home Warranty

The purpose of this document is to clearly present, in plain language and in detail, what you should expect from your new home and from your contractor in the seasons to come. Later we will address the details of your warranty.

Over the years we have noticed that the purchase or construction of a new home is a new experience for many people. From the initiation of negotiations through the seasoning process, expectations among home buyers will vary. In an effort to reduce surprises, we are providing you with information to understand what your house is built of, how it has been built and the occurrence of “seasoning”, which you should expect from your new home;

### Building Materials;

Like all new homes, your new home has been constructed of many different materials both natural and synthetic. These materials tend to behave differently as they are exposed to your occupancy and to the environment, yet they are fastened together in your home. Some of the wood in your house has been harvested so recently that it is not even as old as the foundation your house rests on. This wood will take some time to adjust to its new location in your home and will likely expand and/or contract through seasoning. Other materials like cement based products, synthetic products or engineered wood products will not flex, expand or contract. The varying properties of these materials will lead to “cracks”, “pops”, “gaps”, “bumps”, “dips” and more. We can’t predict what will happen where, but we can certainly tell you that any or all of these should be expected. The inconsistencies are only a result of varying products being introduced to a new environment. They are not a result of any deficiency in material or workmanship. Rest assured that, as applicable, products meet or exceed the performance requirements set forth by local building codes.

### Workmanship;

Your new home is the result of endless hours of workmanship from many different trades. Seamless integration of all trades is a bumpy road that requires a lot of management and oversight. Upon completion functional components of your home will work as one and cosmetic components will appear as one. Before occupancy is allowed, your home will be inspected and certified for occupancy by an individual educated and licensed by appropriate localities. Inspected workmanship includes (at least); footings, concrete slab, foundation, electric, plumbing and mechanical rough-in, framing, electric, plumbing and mechanical fit-out and safety. Workmanship not inspected will meet or exceed all performance expectations consistent with the home building industry.

### Seasoning;

Your new home varies from existing homes in that it will age different initially. We call this process seasoning. During the first year, your new home will go through some cosmetic changes. Most of these will occur during the full heating season and are caused by the drying and subsequent shrinkage of lumber and by the difference in the rates of expansion and contraction of various building materials. The changes include;

### Drywall pops and cracks –

Since dimensional lumber dries and shrinks and drywall is stable it can cause “nail pops,” small diagonal cracks in the drywall above the corners of doorways (usually in the location of interior load



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bearing partitions), and cracks and separation of drywall tape joints, particularly in areas where walls are greater than eight feet tall.

### Door “catches” and trim caulk cracks –

Moisture changes during the adjustment period can cause doors to bind. Door hardware may become misaligned. You may see the separation and cracking of caulk at crown molding, chair rail, baseboard, stairway stringer boards and other trim. The mitered fits of door and window trim and other wood trim will open slightly at the inside corners. Raised panel wooden doors and shutters may shrink exposing a small line of base wood between the panel and the stile.

### Squeaky floors –

We use construction adhesive to fasten sheathing to floor joists and stair treads to stairways. The use of glue has greatly reduced floor squeaks, but due to the nature of wood, has not eliminated them completely. Floor squeaks are more prevalent in the heating season as the humidity in your home drops and the lumber begins going through a shrinking cycle. Squeaks should diminish during spring and summer. If your home has hardwood flooring some separation between boards may appear during the heating season, but should close partially, if not all the way, during spring and summer as moisture is once again absorbed. Squeaks and minor cupping of wood flooring are common. Carpet has the tendency to loosen in damp weather and will stretch tight again in drier weather.

### Cracks where different materials adjoin –

In locations where different types of building materials adjoin, for example the area where ceramic tile meets the tub, separation of the materials is likely to occur. If your home has plastic laminate backsplashes on countertops, there may be slight separation where the backsplash meets the top.

### Exterior paint cracks or checking –

We have found that top quality paint is a good investment and is used throughout your home. Nevertheless, exterior paint can sometimes crack or check. This is not a defect in the paint, but is most often caused by environmental sources. You should avoid allowing lawn sprinklers or other excess water to soak painted areas. The best paint will stain or chip if it is not cared for properly. All items that are stained will normally have a variation of color due to the different textures and hardness of wood within the same species.

### Concrete surface cracks –

Although we use expansion material and reinforcing material in sidewalks and concrete slabs, some cracks will appear. There is no known way of eliminating this condition, which is caused by expansion and contraction during temperature changes. Rest assured that the structural integrity will not be jeopardized.

**REPAIR RESPONSIBILITY;** Any cracks greater than ¼” in width or ¼” in vertical displacement will be repaired by caulking, patching or other remedies.

### Dealing with changes and reducing their severity;

While we are used to these changes occurring in new homes, we understand that many people are not. Without a doubt, this happens in all new homes and most of the above conditions will not reoccur after



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going through a complete change of seasons. We have installed a humidistatically controlled humidifier within your heating and air conditioning system to help alleviate some of the moisture related problems. Please note that the use of wood stoves or fireplace inserts will increase the chance of shrinkage problems.

Other things to consider;

The plumbing materials in your home are in protected areas and will be insulated in areas we feel necessary; however, it is not possible to guarantee they will not freeze in the most severe cold weather. During those times you must take precautions to prevent freezing. Leave faucets with a slight drip and open cabined doors below sinks that are located on outside walls. Turn off the water system if the house is to be left vacant for extended periods during potentially cold weather. Freeze proof hose cocks will freeze and burst if hoses are left attached during cold weather causing water leakage into the house the next time the faucet is used.

Occasionally, on brick surfaces, a white deposit will appear after periods of rain. The technical name for this condition is efflorescence (the deposit of naturally occurring salts that appear in bricks, sand and mortar).

The area around your home will be graded to insure proper drainage and to prevent water intrusion. After you move in, if you wish to change the drainage pattern due to landscaping, installation of deck patios, walkways or other reasons, be sure a proper drainage slope is retained.

The basement of your new home has been waterproofed in the manner specified by local codes. This does not guarantee that damp spots won't appear on foundation walls during wet weather. If areas in the basement are to be finished at a later date we recommend additional damp proofing on the interior of block walls.

Your Warranty;

In accordance with Virginia Law, Bramante Homes Incorporated warrants that, at the time of the transfer of record or your taking possession (whichever occurs first), your new home and its fixtures are sufficiently free from structural defects. We also warrant that your new home is constructed in a workmanlike manner, so as to pass without objection in the trade and is fit for habitation. This warranty extends for a period of one (1) year and is binding only if all amounts owed to Bramante Homes Incorporated have been fully paid. Your warranty cannot be transferred except with our written approval.

Problems that arise in materials or workmanship that are covered by our warranty must be submitted in writing.

Any emergency problems that affect the habitability of your home should be brought to our attention immediately. In the event that there is an emergency and notification is delayed, additional problems that are a result of the delay will not be covered by the warranty.



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Before closing or you moving into your home we will schedule a “walk through” to be attended by you, your realtor if you have one, and a representative of Bramante Homes Incorporated. The final inspection is very important! At that time we will make a written list of items that need to be corrected. Please take your time and be thorough in your inspection. We will correct all items before closing.

The importance of the walk through cannot be emphasized enough because it is your opportunity as the home purchaser to see that your new home is completed to the terms of the contract. If you notice cosmetic items at this time, they may be taken care of in advance of settlement; however, it is important to note that cosmetic items are not covered under the warranty and the property is accepted “as is” at settlement. After closing we will only take care of cosmetic items which occur as a result of work that is done to remedy a non-cosmetic condition which is covered under the warranty.

For warranty purposes, problems fall into three categories: a) those that we will be responsible for and will repair for a certain period of time. b) Those that are covered by manufacturer’s warranties and, therefore, should be addressed through the manufacturers’ repair procedures. c) Those that are unavoidable or are due to circumstances that we cannot control, and therefore cannot accept responsibility.

Appliances and fixtures such as; heating and air conditioning equipment, water heaters, appliances, electrical fixtures, whirlpools and other electrically activated plumbing systems, septic and sump pumps, central vacuum systems, manufactured fireplaces, carpet and roofing materials are covered by manufacturer’s warranties. You will need to follow the manufacturer’s procedures for repairs under their warranty. If you are unfamiliar with the subcontractor who installed the item needing repair, just call us.

You will probably have some damage due to moving in, ordinary wear and tear or other occurrences subsequent to occupancy that affect the condition of cosmetic features in your home. These include chips, scratches, or mars in tile, woodwork, walls, porcelain, brick, mirrors, plumbing fixtures, marble and Formica tops, lighting fixtures, appliances, doors, paneling, siding, screens, windows, carpet, vinyl floors, cabinets and such. We obviously cannot be responsible for such items after your final inspection prior to moving in.

Your Peace of Mind;

As a full service contractor, we provide some work above and beyond that specifically covered by our warranty. During the one year warranty period, and at the end of your first heating season, we will correct the following cosmetic flaws; we will repair drywall nail pops and cracks. If desired, we will touch up the paint in the immediate area of the repair, but the new paint may not match. We will re-caulk, re-grout, and touch up around moldings and plumbing fixtures where we deem necessary. Non-correctable cosmetic flaws include cracks in concrete, gaps in hardwood floors that fail to close after the heating season, floor squeaks and the shrinkage and cracking of decking materials.

This addendum supplements and supersedes some of the terms and conditions contained in the contract to which it is attached. Please read it carefully and feel free to consult your attorney before signing.



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Procedure;

On or about the date of settlement, you will receive a welcome letter and warranty reminder. Bramante Homes Incorporated letterhead will be provided to be used as lists for repair requests. These letters will have dates that remind you when they should be submitted. There will be a three month submission and a one year submission. In the event that we do not receive these repair requests on time, we will assume that no work is required. In the event that we receive no repair requests at the one year date, we will assume that no work is required and the warranty will expire. It is very important to return these letters on time. Emergencies can be called into our office and will be handled in a timely manner; however, these items should be included on your list so that we have a record of the matter.