

*A Passion For Design*

## **VIII. WARRANTIES**

### **A. ONE-YEAR “CALL ANYTIME” LIMITED WARRANTY**

In your first year of Homeownership, should you encounter any issue that does not relate to homeowner responsibilities as discussed in your Homeowner’s Maintenance Manual or to a consumable item, Mid-Atlantic Builders will try to assist you. Please keep in mind that while we try to be helpful, we do not perform routine maintenance, such as changing light bulbs or caulking in bathrooms. Any item that is not deemed an emergency or was not previously noted at your Homeowner Orientation Walk-Thru should be addressed with our “Call Anytime” program throughout your first year of homeownership. If the problem relates to an emergency condition, please refer to our "Guidelines For Emergency Service" section later in this Journal.

It is important to remember that to help Mid-Atlantic Builders provide you with the best possible service, you must differentiate between emergency and non-emergency pages and messages. Emergency pages and messages that pertain to non-essential issues limit our ability to respond to true emergencies. Your respect for this program is absolutely essential.

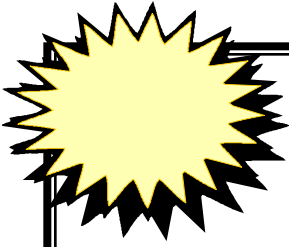
Meanwhile, if you have any warranty questions or concerns which were not previously reported, or if an earlier problem was reported but is not yet corrected, please send a written note via email or the U.S. Postal Service to our Customer Care Department prior to the conclusion of your One-year “Call Anytime” Anniversary. Our service email is [service@midatlanticbuilders.com](mailto:service@midatlanticbuilders.com). In order to provide you the best customer care possible, we will need access to your home during normal business hours, Monday through Friday, 7:30 a.m. to 3:30 p.m., for us to inspect and repair any warranty concern.

Your satisfaction with our One-Year “Call Anytime” Limited Warranty is vital to our success. We hope that the procedures listed above, in addition to our assurance that each member of the Mid-Atlantic team operates on a foundation of our core values, provides you with great comfort.

### **B. APPLIANCE, EQUIPMENT & MAJOR SYSTEM WARRANTIES**

Many of the manufacturers who supplied appliances, equipment and other components of your home are responsible for handling service for their products. You must register each product that has a manufacturer’s warranty card to insure warranty protection for those products, and follow the instructions for each product regarding what you should do if a problem arises.

In addition, the major mechanical systems, such as the electrical, plumbing, heating, cooling and ventilating are warranted to be free from defects for a period of two (2) years. For more specific information on your warranty coverage, please refer to the RWC warranty pamphlet located in the back pocket of this Homeowner’s Journal.



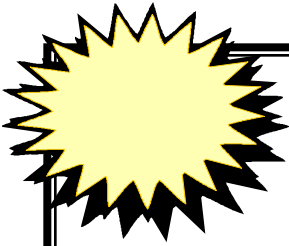
*A Passion For Design*

## **C. RESIDENTIAL WARRANTY CORPORATION TEN-YEAR LIMITED WARRANTY**

In addition to your manufacturer and contractor warranties, as well as your Mid-Atlantic Builders' One-Year Warranty, we have taken special steps to secure an extended Ten-Year Limited Residential Warranty for you. Through the Residential Warranty Corporation (RWC), we can provide you with even further comfort. Mid-Atlantic Builders has met all RWC membership standards of financial stability and technical competence, as well as maintained an excellent record of customer satisfaction. A sample of your RWC Limited Warranty can be found at the end of this section of this Homeowner's Journal.

At settlement, you will receive your personalized RWC Ten-Year Limited Warranty and within six weeks after settlement, you should receive your warranty validation sticker. If you do not receive this validation sticker, please contact us so we can verify that all the forms for your extended warranty were processed correctly.

In the event that any variation or conflict exists between information and the materials contained in this Homeowner's Journal, your Homeowner's Maintenance Manual, the recommendations or limited warranty provisions contained in any warranty contract, or any approved standards or the manufacturer's printed literature, the materials provided by your RWC Limited Warranty Program or by the manufacturer will control. **Also, please remember that the warranty covers no part of your new home that has been subjected to misuse, negligence, accident or lack of preventative maintenance. Nor does any warranty cover normal deterioration, wear and tear or exposure to natural elements. Also, neither Mid-Atlantic Builders nor your RWC Limited Warranty can assume responsibility for any incidental or consequential damage caused by defects in material or workmanship covered by any other Limited Warranty.**



*A Passion For Design*

#### **D. LAWN, TREES & SHRUB WARRANTY - Sodded Yard**

It is Mid-Atlantic Builders policy to provide each homeowner with a quality lawn; however, the ultimate quality of your lawn requires a partnership between Mid-Atlantic Builders and you, the homeowner. We arrange for a professional landscaper to prepare your lawn in several steps. First, the yard is fine graded to remove debris and large rocks, and second, a combination of sod will be installed for all disturbed areas on your homesite.

Mid-Atlantic Builders will warrant the seeded portion of your yard (if applicable), shrubs and trees for a period of one (1) year after settlement. The sodded portion of your lawn is specifically exempt from this lawn warranty. Our warranty covers any washout of seed, as well as defective shrubs or trees.

It is the homeowner's responsibility to thoroughly water their newly sodded yard every day until the grass root system has been established. This will help prevent new grass and sod burnout. Shrubs and trees should be watered every three (3) days. After the first mowing, your yard should be watered once or twice a week in the early morning hours, subject to seasonal precipitation. During high temperature seasons, it is especially important to water your lawn and shrubs to maintain healthy growth and allow your lawn to mature. ***Remember that sod is not a warranty item, but solely your homeowner responsibility after you settle on your Mid-Atlantic Builders' home.***

As with other limited warranties, Mid-Atlantic will not undertake repairs of damage to your lawn or landscaping that is caused by your improvements or alterations to the yard or to its grading.

In many cases, it is possible to save trees at the rear of the lot, because excavation of fill is not usually necessary in this area. For this reason, local governments sometimes require an approved Site and Landscaping Plan that limits the disturbed area for each homesite. The developer is instructed to clear only those trees in the rear yard that are required for the movement of equipment during construction and to ensure proper drainage. "Undisturbed" areas noted on the approved plans must be left in their natural state. Dead trees that do not pose a safety hazard or trees in these "undisturbed" rear lot areas that do not survive after settlement are the sole responsibility of the homeowner.

To best insure a top quality lawn, we recommend the purchase of an automatic lawn sprinkler system. For further information, please contact your Sales Counselor.