

# HOMEOWNER CARE & MAINTENANCE GUIDE



# Homeowner's Maintenance Responsibility

Congratulations on the purchase of your CB JENI Home. As a homeowner, it is important to remember that your home needs timely and proper maintenance. To help keep you prepared and informed, we have created a Homeowner's Maintenance Guide and Seasonal Checklist.

It is the responsibility of the homeowner to make sure the specific and general maintenance is performed regularly. As a homeowner, you are a vital link in the maintenance chain. The following document is provided to help you properly maintain your home in accordance with your warranty guidelines and standards. The following maintenance policy applies to both single family attached and single family detached. Some areas may not apply to attach dwellings due to Homeowner Association Agreements. Please refer to your Homeowner's Association By-Laws or CC&R's for clarification and detail of specific requirements.

The following pages, list helpful hints and guidelines for various components of your home are detailed, some items will not be applicable for life in a Town Home. When the guide is followed, you are sure to maximize your home's performance and ensure many years of enjoyment.

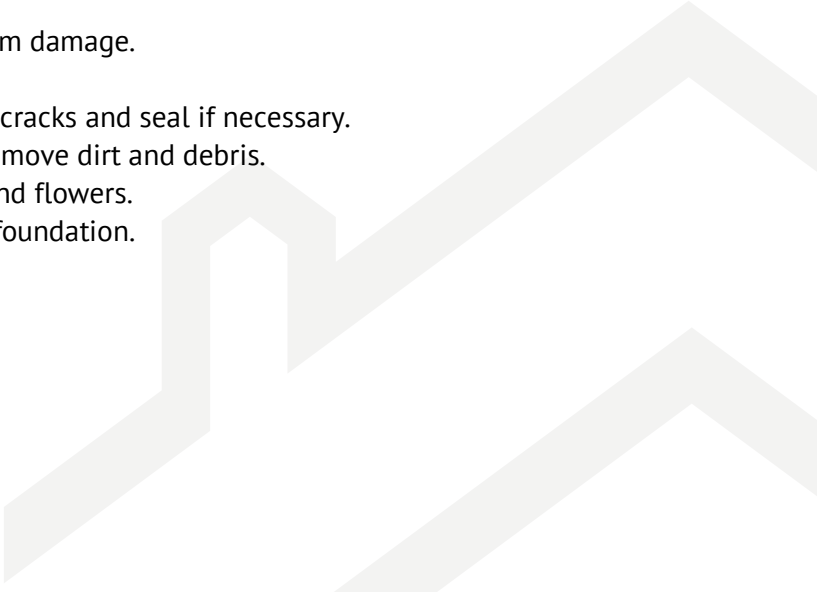


## Seasonal Checklist

### Spring Exterior:

- Inspect the roof, flashing and sealant at all roof vents and penetrations. If a dryer vent termination is on the roof, clean pipe of debris. We recommend a professional company for this maintenance.
- Test, adjust and inspect the sprinkler system and all spray or rotor heads for Spring coverage.
- Clean and inspect all gutters and downspouts.
- Inspect caulk around all doors and windows.
- Check and treat for bugs and ants around the foundation.
- Fertilize grass and set maintenance schedule.
- Check stucco, stone, brick and mortar for cracks and repair as needed.
- Inspect, caulk and touch up paint on siding and trim.
- Inspect and clean dryer vent and exhaust vents.
- Clean windows and door screens. Replace damaged screens.
- Inspect and replace damaged weather-stripping around the doors, windows and garage doors.
- Inspect foundation for cracks and corner pops.
- Check trees and shrubs and trim as necessary. Keep bushes trimmed away from A/C compressors, verify outdoor A/C coil is clean free of dust and debris.
- Clear leaves and yard clipping debris away from bottom of fence line and swales and drains.
- Verify drainage areas are clear and functioning properly; water flows away from the home and to the swale.

### Summer Exterior:

- Fertilize grass and adjust maintenance schedule.
  - Test, adjust and inspect the sprinkler system and all spray or rotor heads for Summer coverage.
  - Continue to watch and clear bird and insect nests from home.
  - Check outdoor water faucets for leaks.
  - Inspect roof and siding for signs of Spring storm damage.
  - Clean and repair porch, deck and patio areas.
  - Check driveways, leadwalks and sidewalks for cracks and seal if necessary.
  - Wash windows and clean window wells and remove dirt and debris.
  - Re-mulch flower beds, clear out dead plants and flowers.
  - Check and treat for bugs and ants around the foundation.
- 

## Seasonal Checklist

### Fall Exterior:

- Inspect the roof, flashing and sealant at all roof vents and penetrations. If a dryer vent termination is on the roof, clean pipe of debris. We recommend a professional company for this maintenance.
- Test, adjust and inspect the sprinkler system and all spray or rotor heads for Fall coverage.
- Clean and inspect all gutters and downspouts.
- Inspect caulk around all doors and windows.
- Check and treat for bugs and ants around the foundation.
- Prepare grass, trees and plants for cooler temps.
- Check stucco, stone, brick and mortar for cracks and repair as needed.
- Inspect, caulk and touch up paint on siding and trim.
- Inspect and clean dryer vent and exhaust vents.
- Clean windows and door screens. Replace damaged screens.
- Inspect and replace damaged weather-stripping around the doors, windows and garage doors.
- Inspect foundation for cracks and corner pops.
- Check trees and shrubs and trim as necessary. Keep bushes trimmed away from A/C compressors.
- Clear leaves and yard clipping debris away from bottom of fence line and swales.

### Winter Exterior:

- Prepare the grass, plants and flowers for the Winter.
- Monitor the sprinkler system for the winter months and run the system when weather and temps are optimal.
- Check openings and gaps in garages and doors to limit pests from entering the home.
- Check outdoor water faucets and cover exterior hose bibs.
- Inspect roof and siding for signs of Winter storm damage. Don't allow ice to build up on the roof for long periods of time.
- Quickly clear porch, deck and patio areas of ice to make access to the home safer.
- Clear driveways, lead walks and sidewalks from ice to make access to homes safer.
- Re-mulch flower beds, clear out dead plants and flowers when able.

## BRICK & STONE VENEER

Variations in stone and brick size, color and distribution contribute to the aesthetics of a home. Exterior masonry will have chips, irregular surfaces and color variations which occur during manufacturing, handling or installation. Because brick is a fired product, there can be small cracks in the brick. These small hairline cracks do not affect the integrity of your brick walls. Minor cracks in the mortar of your brick are not unusual and do not affect the structural integrity of the brick wall. We do not recommend patching the minor mortar cracks as the patch or point up in mortar typically is more noticeable than the crack itself.

The weep holes located at the bottom exterior of the brick are to allow any moisture that gets behind the brick to escape. It is important that you keep all weep holes clear.

You may notice a white powdery deposit on the face of a brick wall. This is efflorescence caused by salt in the components of the wall. Water dissolves these salts and then deposits them on the surface as the water evaporates. Efflorescence can usually be removed by cleaning the wall with water and a scrub brush.

## DRIVEWAYS & PATIOS

Exterior concrete surfaces are exposed to uncontrollable environmental factors that can cause slight cracking and movement. This is normal and may be caused by the winter freeze-thaw cycle, settlement of the underlying soil, or by normal traffic. Exterior poured concrete may also rise and/or fall due to the effects of weather on the soil. Minor low spots in exterior concrete surfaces that hold water should be anticipated. Since these conditions are outside the builder's control, these items are not warrantable by the builder or limited warranty. We recommend sweeping your concrete surface with a broom to keep it clean.

### **1. *How can I avoid damage to my driveway and patio?***

Salt and other products can damage your exterior concrete surfaces. Even if these products are not applied directly to the concrete surfaces, they can still be left on your driveway by cars. Also, keep heavy moving vans and other heavy vehicles off the driveway to avoid excessive cracking.

### **2. *How do I repair a crack in the concrete?***

If you notice minor cracks in the concrete flatwork around your home, repair the crack with a grey silicone sealant. Always clean the area before applying the sealant and follow the manufacturer's instructions.

### **3. *Why is there wood or silicone material between the sections of concrete?***

Expansion Joints help control concrete shrinkage and expansion as temperatures change throughout the year. Sometimes instead of material being between the joints, a scored "v" joint may be in place. If the material comes out of the expansion joint, you can remove it completely and fill the gap with a grey silicone sealant.

## MAINTENANCE FOR WOOD FRONT DOORS

### STAINED

1. Perform Regular Maintenance during milder seasons (mid-spring, mid-autumn), always follow safety precautions as outline by product manufacturer. A Professional Painter may best perform this task.
2. TOOLS:
  - a. clean cloth
  - b. 2" oil-based paint brush
  - c. 1 qt. of Acetone
  - d. 1 qt. of exterior-grade varnish such as Spar varnish
  - e. mineral spirits or paint thinner
3. Open the door. (You do not have to remove the door from the hinges)
4. Remove the hardware or tape off the hardware to avoid varnish sticking too or damaging the handle set.
5. Pour a moderate amount of the Acetone on your clean cloth and wipe the edges (including the top) and the exterior surface down well.
6. After allowing a few minutes for the Acetone to dry, brush on a thin coat of varnish around the edges. (This thin coat will dry in 2-3 hrs.) Next apply a liberal coat on the door's exterior. Brush smoothly and evenly. This heavier coat will take 12 to 24 hrs. to dry.
7. Polyurethane or Varnish is thick as molasses. Shortly after applying it will begin to "run". Before you walk away from a finished job do a double-check for these runs and brush them out. Failure to do so will result in a messy-looking finish and will require more elaborate work to un-do.
8. Clean up brush with mineral spirits or paint thinner. If you taped the hardware you can remove the tape from the handle set.
10. Wait for door to fully dry before replacing the hardware.

### Yearly Maintenance Reminder:

Finishes must be maintained to validate manufacturer warranties. If the required maintenance is not done yearly or as topical defects are noticed, the likelihood of the door failure such as warping, bowing, and cracking will increase dramatically.

### PAINTED

Periodic maintenance of the finish will prolong the beauty and life of the door. Regularly inspect doors for signs of maintenance such as hairline cracks, changes in the finish color, changes in texture such as flaking or scaling and dullness. Where exposure to direct sun and or rain is a factor, doors should be re-sealed with a premium quality paint. It is important to follow application instructions on the container.

## EXTERIOR DOORS & LOCKS

The doors and door frames on your home are a wood product and subject to the natural shrinking and warping characteristics of wood. Due to humidity changes the doors may need minor adjustments with the seasons.

Double throw locks are installed on all exterior doors. This type of lock allows a tighter fit against the weather-stripping, but the door shuts more stiffly. All exterior doors should shut with one swift, firm pull to latch both halves of the throw.

The dead bolts have a twist lock instead of key. We use this type of lock to make sure all can exit in case of fire.

### 1. *Do exterior doors require special care?*

The weather-stripping around your exterior door must be maintained to prevent excess air and water infiltration from the exterior. You should replace any loose or damaged weather stripping. Coating rubber or vinyl weather stripping with silicone lubricant spray will increase the useful life span of this material. Be sure to protect carpet, tile, and hardwood from the lubricant spray. If the sweep weather stripping attached to the bottom of your exterior door becomes damaged, it can be removed and replaced. Replacement sweeps are available at hardware stores or from the door manufacturer.

If settlement causes a gap under your front or back door, you can easily raise the threshold by adjusting the screws on the wood portion of the threshold.

The finishes of the stained or painted exterior doors will weather over time. To preserve the door and prevent drying or cracking, reseal your exterior doors on a regular yearly basis. Refer to the door manufacturer's maintenance details.



## EXTERIOR TRIM & SIDING

Inspect the siding and trim of your home at least once a year. Check all caulked joints carefully. Caulk will shrink, allowing moisture to penetrate the surface. This can lead to deterioration of your siding and trim material. Proper maintenance is essential to the soundness of your siding and trim. It is important to maintain the caulking and painting on the exterior of the home on an annual basis. Failure to do so could void your warranty protection.

When watering the lawn, keep sprinklers away from the house. The exterior of your home was designed to withstand normal weather conditions, not a sustained pressurized force from sprinklers.

Your home may be constructed with fiber-reinforced cement exterior siding. This type of siding will not rot and is resistant to water damage, termite attack and high winds.

### ***1. How do I clean my siding?***

Bad weather conditions and soil contribute to dirty siding. Surface soiling can be removed by washing your siding with a low-pressure water hose. Maintaining flowerbeds or grass around your home will help reduce soil stains.

### ***2. What is siding, trim or vents are damaged by the wind?***

If you experience a problem under normal weather conditions, you may request service from CB JENI Homes. Damage caused by severe weather such as strong winds in excess of 40 MPH is considered to be an “Act of God” and is not covered under your Builder or Limited warranty. Please check with your homeowner’s insurance company for coverage.

### ***3. What do I need to repaint the exterior of my home?***

As a result of the normal aging and weathering process, slight cracking or peeling of a painted surface can be experienced as early as one year after installation. Usually the trim needs painting before the siding. If you have gaps at joints in wood trim or siding, re-caulk or fill them before re-painting. Sunlight, wind, water, and vegetation exposure can cause uneven weathering on different sides of your home.

### ***4. How do I treat mildew on wood trim or siding?***

Humid weather conditions and shade can cause mildew. Pressure wash or scrub the affected area with a product designed to clean mildew.



## FOUNDATION & GARAGE SLAB

Make sure water drains away from the foundation of your home. Fill areas that settle or erode with top- soil or vegetation. If you do any additional landscaping in your yard, be sure not to disturb the drainage pattern established at closing. Drainage is warranted for the first 30 days after close of the home. There should be no standing water 48 hours after a rain or sprinkler event. It is up to the homeowner to maintain the positive drainage established by the builder and verified on the drainage survey at time of close.

In some cases, a drainage swale won't follow property boundaries and receives water from and/or passes water onto other sites. Changing the grade of your home may affect the drainage around your neighbor's home as well. Weather damage due to a yard that has not been landscaped or washout and erosion by roof water are typical yard maintenance required regularly.

### **1. *Are cracks in concrete surfaces normal?***

Hairline cracks commonly occur in concrete and garage slabs. These cracks are caused by home settlement, soil expansions and contractions. Settlement cracks are normal and cannot be prevented. These cracks are not warrantable.

Your home has been constructed using concrete slab-on-grade foundation. This is the most commonly used type of foundation system in Texas. This type of foundation can be reinforced with a conventional steel reinforcing, post-tension tendons, or a combination of the two. Most builders in the Dallas/Fort Worth area use post-tensioning, along with some conventional reinforcing.

Post Tension foundations are designed to sit on top of the ground and float or flex with movement in the bearing soils. The foundations are built with a certain amount of rigidity; however, they are allowed by normal design parameters to deflect and bend a certain amount.

Typically, all formation movement is caused by some change in the factor of the sub-grade soils in the moisture content. This is important because most of the clay soils in the Dallas area are "active", that is, they have an electromagnetic attraction for water and swell or heave upward when they absorb water. On the other hand, these clays shrink and subside when they become dry. Thus, it is said that in order to stabilize and control the movement of the clay soils, it is necessary to control their access to water. If the moisture content under a foundation is maintained in a stable condition, the foundation itself will tend to be more stable, and deflection or cracking in the walls of the home should be minimized.

When a home is constructed, the moisture content of the soil beneath the foundation is fairly uniform, and evenly distributed. The slab foundation acts as a lid or covering, and protects and stabilizes it, accepts at the edges. Around the edges, swelling or subsidence can take place, depending upon environmental influences.

If the soil outside the foundation along the perimeter is not well drained, rainwater, sprinkler water or other irrigation water may puddle and slowly saturate the adjacent soil under the foundation. The saturated soil will swell and heave upward causing “edge lift.”

On the other hand, if watering is neglected the soil will dry out, shrink, crack visibly, and subside causing “edge droop” or “center lift”. Either of these conditions may progress to the point where the foundation of the home is deflected and the frame structure above is distorted and develops severe cracking.

It is important that as a homeowner, you realize the foundation is more than just inert, passive concrete and steel. It is an element that will respond to changing conditions and it needs maintenance.

Following are several recommended procedures, which will be helpful in this regard:

1. Be certain the yard around the house slopes away from the foundation. Any water standing or ponding within 10 feet of the foundation for longer than 24 hours can cause undue and unnecessary movement. Be sure the yard is sloped for good drainage and all drainage swales are working properly.
2. Even and consistent watering should be performed regularly and increased during dry or “drought” periods. Watering should be done around all sides of the home. If a sprinkler system is installed, it should water the entire perimeter. Zoning the system is recommended where over saturation can occur around various portions of the home. How much water is enough? The answer is soil should be damp to the touch. If the soil is hard or dusty or cracked, it is too dry. If it is saturated or soft it is too wet.
3. Trees and shrubs can absorb large quantities of water and their root system can undermine your foundation if over watered. It is recommended new trees typically be planted at least ½ the canopy width of the mature tree away from the foundation. Deep planter beds filled with absorbent planter mix soils should not be placed adjacent to the foundation.
4. It is recommended you check for leaky hose bibs and air conditioner condensation drainpipes, which could induce localized water into the sub grade.
5. Gutters are typically used to help prevent roof run-off from dumping large concentrated quantities of water into the ground at re-entrant areas and roof valley locations. Homes with gutters should have downspout extensions and splash blocks should not direct the flow into planter beds.

6. Be aware the alterations and improvements such as new landscaping, additions, pools, decks, sidewalks, etc. can change the drainage patterns of your home and could induce problems if area drainage is not properly addressed. Note changes in surrounding or adjacent lots since additional water could be directed at your residence.

In summary, your new foundation will be able to better serve you when the recommendations stated above are incorporated into your home's normal maintenance.

## GARAGE DOORS

### 1. *How do I maintain my garage door?*

At least once a year check and tighten any loose bolts or screws that secure the garage door hardware. At least every six months lubricate the moving parts of your garage door. Spraying silicone on the tracks as the door opens and closes can lessen a slight binding.

The operation of your garage door is covered under the (1) one-year Builder warranty. However, adding a garage door opener after closing will void this warranty. The addition of a garage door opener changes the mechanical operation of the door. CB JENI Homes is not responsible for damage to your garage door if an opener was installed after closing.

## GRADING

The Home-site has been graded to direct rainwater away from the foundation of your home. It is important you maintain the grade around your home in its original condition. If an area around the foundation settles, it should be filled to restore the original grade.

Over time, you may need to fill other areas that have settled in the landscaped part of your home-site. This type of repair is considered normal homeowner maintenance and is not covered by your warranty.

CB JENI Homes is not responsible for erosion. Erosion repair is a homeowner maintenance concern. Keep water drainage swales clear of leaves, grass clippings, and other debris. You are responsible for maintaining the proper grades the builder has set around your home to keep water away from your foundation.

If you install a fence on your home-site, make sure its construction will not trap debris and impede the flow of water on your home-site.

## GUTTERS & DOWNSPOUTS

### 1. *How do I maintain my gutters?*

Regularly inspect and clean your gutters. Pay special attention to accumulated leaves during the fall season. Blocked gutters are a major cause of roof leaks. Damage caused by lack of regular maintenance will not be covered under your warranty.

### 2. *Will my gutters ever overflow?*

Occasionally a gutter may overflow during exceptionally heavy rains. This is not a defect. Gutter size is based on normal weather conditions.

### 3. *Why are my gutters un-level?*

Gutters must be installed with a slope that allows the rainwater to flow to the downspouts

## ROOFING

It is not uncommon for shingles to be lifted after a severe windstorm. If these lifted shingles do not fall back into place with warmer weather reset these shingles. Inspect your roof after all storms. Any damaged or missing shingles should be repaired to prevent a roof leak. Roof leaks caused by storm damage are not covered by your warranty.

Snow, ice and high winds can damage a roof. Once a year or after a heavy storm, check for water stains under the overhang and in the attic. Replace loose or damaged shingles. Check the flashing around the chimney and against walls to see that it is secure and watertight. Damage of this nature is not covered by your warranty.

Roof flashing is required at roof penetrations and around chimneys and in locations where shingles abut siding, stucco or brick. You may notice a slight uplifting of shingles where flashing is used. This is normal and does not require repair.

Keep your gutters clean. Leaves and other debris can stop up your gutters and cause your roof to leak. Damage of this nature is not covered by your warranty.

Keep the valleys of your homes roof clean of leaves and other debris. If the valley is not kept clean, water can be trapped in the valley, causing the roof to leak. Leaks of this nature are not covered by your warranty.

To prevent leaks, you should annually check to make sure the seal between the rubber boots and each plumbing bent is intact and watertight. A roofing professional should check for loose vents, caulking, shingle damage and clogged dryer vents.

## SIDEWALKS AND STOOPS

Exterior concrete surfaces are exposed to uncontrollable environmental factors that can cause minor cracking and movement. These cracks may be caused by the winter freezing thaw cycle, settlement of the underlying soil, and normal settlement of your home. Cracks up to 1/8 inch are common and do not require repair.

Your sidewalk and stoop may hold some standing water after a rain. This is normal and can be expected. Salt and other de-icing chemicals can damage sidewalks and stoops. These products should be used with care. Damage caused by the use of these products is not covered by your warranty.

## SYNTHETIC STUCCO VENEER

Your Synthetic stucco veneer combines the look of stucco with the added benefit of not having a painted surface. Your finish color is mixed into the stucco coat. Minor buckling or cracking may occur as a normal result of settling.

Abusive forces can damage your stucco finish. Care must be taken to avoid hitting and cracking or denting the finish.

If the veneer becomes soiled, gently hose off the dirt. DO NOT scrub the surface with abrasives. Remove mildew by cleaning the stucco with a product recommended for that purpose.

## TREES SOD AND SHRUBS

Please see your local nursery for the proper advice or proper care and maintenance of your new trees, sod and shrubs. There is no warranty on sod, bushes or flowers. All trees planted by **CB JENI** Homes will be warranted for 90 days from date of close on the home.

## WINDOWS

Window glass can be cleaned using one cup of vinegar to one gallon of warm water. Sudden temperatures or humidity changes may make your windows difficult to operate. Spraying the track with silicone spray will make it easier to open and close the windows.

Broken, scratched glass, or torn screens are not covered by your warranty.

Remember to be very gentle with the grids if you ever need to remove them. They simply pin in. they are very easy to break. Broken grids are not covered by your warranty.

Condensation on interior surfaces of windows and frames is the result of high humidity inside the home while temperatures are low on the outside of the home.

During heavy rains, water may collect in the bottom channel of the window frame. Weep holes have been provided in the frame to allow excess water to flow to the outside of the window.





## WARRANTY TERMS AND EXCLUSIONS

CB JENI Homes warrants the construction of your home for defects in workmanship and materials only in accordance with, and limited by, the provisions described in the CB JENI Homes Builder Warranty section of this guide following the terms and conditions found in the StrucSure home warranty manual. The term of the warranty shall run for one (1) year, except where otherwise expressly stated. For example, coverage on some items shall be two (2) years, while coverage of other items shall be for one (1) year. The warranty period will begin on the first day following the closing of the sale and shall run for the stated period thereafter. At the end of the applicable period, this warranty ends. CB JENI Homes' warranty responsibilities are limited to specific obligations described in the CB JENI Homes Builder Warranty section of this Home Buyer's Guide only, and do not extend to any items expressly specified.

CB JENI Homes' obligations under this warranty are limited to the repair of nonconforming items or parts only, except where otherwise expressly stated. Only items constructed or manufactured by the builder are subject to the warranty period. CB JENI Homes does not warrant your home against consequential or special damages caused by nonconforming items or parts.

Conformance with the repair or replacement means or methods stated in this warranty should constitute absolute compliance with all warranty obligations.

The means and methods of warranty compliance will be those commonly employed in the industry, practice, or trade, unless otherwise described in this warranty.

For items the builder has not manufactured or built, CB JENI Homes agrees to pass along the manufacturer's warranty without recourse. CB JENI Homes shall not provide a warranty for these items, or any other items not described as subject to warranty coverage in the CB JENI Homes Builder Warranty section of this guide.

THE CB JENI HOMES BUILDER WARRANTY AND THE LIMITED WARRANTY ARE THE ONLY WARRANTIES PROVIDED BY CB JENI HOMES APPLICABLE TO YOUR PURCHASE. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE HERE EXPRESSLY DISCLAIMED.





Your home is sold as-is and is subject to all faults to the express terms of the warranty provided herein. You are further advised there are no implied warranties regarding the sale of the home.

CB JENI Homes further expressly disclaims all warranties that may arise for the components, appliances or consumer goods contained in your home under the Magnuson-Moss Warranty Act or the regulations promulgated hereunder, or under other state law.

You may have other rights under state law other than rights subject to this exclusion. In the event of a dispute between the purchaser and seller concerning this warranty, your rights of a dispute resolution are limited to the rights set forth in the Arbitration and Dispute Resolution provisions set forth in this Guide, which provisions incorporated herein by reference.

**NO SUIT MAY BE FILED UNLESS AND UNTIL ALL PROVIDED ARBITRATION PROCEDURES ARE PURSUED TO COMPLETE AND FINAL EXHAUSTION. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHER LEGAL RIGHTS UNDER STATE LAW NOT AFFECTED BY YOUR WARRANTY AND CONTRACT.**

You agree in consideration for this warranty and the sale of the home to you, you are not relying on, have not relied on, and will not rely on the oral statements or representations of any officer, sales agent or other employee or agent of CB JENI Homes concerning this warranty, the manning of warranty compliance with respect to the specific terms set forth or any other obligation concerning the warranty of the home or other obligations of repair or replacement arising out of the sale of the home.

All warranty obligations undertaken in connection with the sale of your home are set forth in writing herein. No written or oral modification of the terms of this warranty and contract will be in effect unless signed by you and an authorized officer of CB JENI Homes. You agree by accepting this warranty you have no rights arising out of a contract of this warranty not expressly set forth herein.

CB JENI Homes does not warrant your home against cosmetic defects after closing, which defects include but are not limited to dents, nicks, stains, scratches, and other imperfections in appearance.

With respect to each and every repair and replacement obligation created under their specific coverage terms of this warranty, replacement materials used in repairs may vary in color and texture to the existing material. CB JENI Homes does not warrant replacement material supplied with a repair to match the original material in color.

The various provisions of this warranty do not cover a failure of the home to the performance standards set forth when the failure or substandard condition is caused by a lack of homeowner maintenance or by homeowner actions or conduct that may contribute to or cause the occurrence at issue.

CB JENI Homes does not warrant your home against normal wear and tear, normal deterioration, or normal changes, which are the result of characteristics common to the materials used.



CB JENI Homes is not responsible for and will not pay for the cost of shelter, transportation, food, moving, storage or other expenses associated with or related to any defect or the repair or replacement of any defective design, material, or work.

Action taken to correct any defect covered under this warranty will not extend the duration terms of this warranty.

## A. FILING A REQUEST FOR WARRANTY SERVICE

A Request for Warranty Service form must be filled out on our website at [www.cbjenihomes.com](http://www.cbjenihomes.com).

Completion of the Request for Warranty Service form is the necessary first step in invoking the provided warranty coverage. Once we receive a Request for Warranty Service, confirmation will be sent immediately, and your Community Warranty Manager will contact you within 3 days.

We understand scheduling access for service workers may sometimes present a problem, for you. You, the homeowner, will need to be available during business hours Monday thru Friday for work to be done.

## IN CASE OF AN EMERGENCY

### Definition of "emergency":

For purposes of this provision, the following is defined as an "emergence": (a) a total failure of electrical systems, plumbing systems and/or heating systems; (b) a sudden condition that will cause permanent damage to your home if not immediately corrected.

### What to do:

In case of an emergency as the term is defined above, **first notify the contractor or utility company that installed the subject system or materials creating the emergency.** These entities or persons have the knowledge and experience with these matters necessary to help you.

A Service Sticker will be given to you during your walk-thru and orientation. The Service sticker for your home contains the names and telephone numbers of the relevant contractors. The Maintenance and Operation section of this Guide provides information that may help you in the period before the contractor or utility company responds. CB JENI Homes will not, however, assume payment responsibility for tasks performed by persons and entities not approved by CB JENI Homes.

If an emergency occurs during our business hours (Monday thru Friday 8:00 am - 5:00 pm) and you do not receive the appropriate response, call our main office phone at 214-383-1115. If an emergency occurs after business hours and you do not receive the appropriate response, call the main office number. **Please limit after hours and weekend calls to emergency calls per the guideline above.**

Please be sure to follow up by submitting a Request for Warranty Service form to document your problem and to allow CB JENI Homes to monitor the response given to your emergency.



## Subcontractors and Manufacturer Warranties:

Some of the subcontractors are responsible for the construction of component parts of your home and many of the manufacturers of materials and appliances going into your home may have their own warranties for service, appliances, equipment, or materials.

Once again, please call the contractors or suppliers listed in the Service Directory if a problem arises with an appliance, equipment, material or service provided by such contractors or manufacturers. As the provider of the subject item, these persons are in a much better position to remedy problems than CB JENI Homes. We encourage you to take advantage of your rights with respect to them.

## The Procedure to Follow for Normal Service

To submit a request, complete the Request for Warranty Service form. It is important to provide all requested information including your address; a telephone number at which you may be reached during normal business hours and a complete description of the issues of concern on [www.cbjenihomes.com](http://www.cbjenihomes.com) that is a warranty request link. Click on that link to submit all requests.

The administrators of the warranty require all requests to be properly logged and monitored by CB JENI Homes' Main Office. Our sales and field personnel do not accept requests. Our management feels it is imperative to centrally monitor your complaints so we may effectively track completion and improve our overall quality of service. Please complete all requests via the website given.

After we receive and enter your Request for Warranty Service form into the system, your request for service will be directed to your Warranty Technician. Your Warranty Technician will contact you no later than 3 days, from the date of receipt. He will meet with you to review your request and schedule the necessary service provided under your warranty.

Corrective work will not be performed unless the owner has provided CB JENI Homes access during normal business hours. Failure to provide access during normal business hours will end CB JENI Homes' Warranty obligation set forth herein. CB JENI Homes is not responsible for moving personal property to repair a defect covered under this warranty. The homeowner must remove personal property before repairs will be made.

If a defect occurs in an item, which is covered by the Limited Warranty, the item will be repaired or replaced at the sole discretion of CB JENI Homes.

CB JENI Homes formed these policies with the intent of providing you with the most efficient warranty response. We appreciate your compliance, patience and understanding.

## Specific Coverage

### A. CONCRETE SURFACES

CB JENI Homes' coverage set forth in this warranty should warrant against and provide for repair with respect to the following for a period of one (1) year after purchase.

- Cracks in garage slab greater than 1/4" in width - *Acceptable means of warranty compliance will include filling the crack with a flexible concrete caulk.*
- Cracks in garage slab greater than 1/4" in vertical displacement. - *Acceptable means of warranty compliance will include repair by grinding the surface or by surface patching.*
- Cracks that significantly impair the performance of the finish of flooring material. - *Acceptable means of warranty compliance will include means reasonably necessary to keep the repair from being readily noticeable when the finished flooring is in place.*
- Slope in slabs on grade. - *This warranty does not extend to slopes intended or necessary for drainage, for example, garage slabs.*

**Special Note:** Shrinkage cracks in foundations are to be expected.

### B. FRAMING

The lumber used in your new home will dry over a period of time beyond the date that you occupy your home. The drying will result in some degree of shrinkage, settlement or consolidation of the framing.

However, CB JENI Homes' coverage set forth in this warranty should warrant against and provide for repair with respect to the following for a period of one (1) year after purchase.

- Finished floors exhibit ridges or depressions greater than 1/4" in a 32" measurement.
- Finished floors exhibit a differential height in excess of 1" across width of a room.
- Interior and exterior walls bow in excess of 1" across height or width of a wall.
- Interior and exterior walls out of plumb in excess of 1" measured over 8'.
- Inter walls out of square in excess of 1" measured over 32".

### C. ROOF AND GUTTERS

CB JENI Homes' coverage set forth in this warranty should warrant against and provide for repair with respect to the following for a period of one (1) year:

- Roof leaks occurring during normal anticipated weather conditions caused by defects in materials or improper installation.
- Damages to products installed in your home by CB JENI Homes before closing as a direct result of covered leaks occurring during normal anticipated weather conditions, despite previous disclaimers of warranties for consequential and special damages - *This exception to the exclusion against coverage for consequential damages shall not extend to any other items, including personal property.*

- Shingles that come loose as a result of winds less than or equal to 54 miles per hour (Number 9 on Beaufort Scale) - to the extent winds less than or equal to 54 miles per hour cause shingles to become loose or detached, acceptable means of warranty compliance include reattachment. Your homeowner's insurance may provide coverage for wind damage caused by winds greater than 54 miles per hour, which are not warranted herein.
- Gutters hold water in excess of 1 inch - Acceptable means of warranty compliance under this warranty shall include readjustment one time.
- Gutters detach or leak as a result of expected weather conditions, but not including overflow of gutters during heavy rains - Acceptable means of warranty compliance includes reattachment.

## D. DOORS

### 1. EXTERIOR DOORS

It is important to note the difference in temperature between the inside faces and outside faces of an exterior door will cause the door to warp some degree. Also, the finish on hardware requires special care and maintenance not provided under this warranty or by CB JENI Homes.

Exterior doors warp greater than standards provided by the manufacturer or bind to the extent they become inoperable. Acceptable means of warranty compliance include adjustments of the door.

## E. GARAGE DOORS

It is important to note some snow and water will come in around the perimeter of the door. It is also important to note you should not expect warranty coverage to continue if you add an electric garage door opener after closing. While convenient, the opener changes the door's operation. Therefore, the installation of a garage door opener after closing shall void the terms of any coverage provided with respect to garage doors.

## F. WINDOWS

The condensation section of the Maintenance and Operations portion of the Guide explains the problems of condensation on the inside surface of the windows. Maintaining proper levels of humidity in the home should help ensure you will not face condensation problems. Please be aware this warranty does not cover window condensation or its effects.

Please be sure the windows are operating at the time of closing. CB JENI Homes will not provide warranty service after closing to free windows, except as stated in the following provisions:

- Defects in material and installation cause the window to fail to function properly.
- Windows, when fully closed, exhibit a visible crack between the parting stop and the top sash or between the sill and the bottom sash.
- Windows are not operable with less than or equal to the application of a force of 35 pounds as a result of improper installation - *Acceptable means of warranty compliance shall include adjustment.*
- Water condensation between the panes of insulated glass in windows - *Acceptable means of warranty compliance shall include replacement through warranty coverage from the manufacturer or the supplier.*

## G. PAINTED SURFACES

Normal fading of exterior paint is to be expected due to climatic conditions. The formation of mildew or fungus is caused by exposure to moist conditions in the presence of organic or other material that provides a host. CB JENI Homes cannot control this. You should undertake whatever maintenance you feel will control mildew or fungus. Varnish and lacquer surfaces similarly require homeowner maintenance and are not covered by this warranty.

CB JENI Homes' coverage set forth in this warranty should warrant against and provide for repair with respect to the following for a period of one (1) year:

- Exterior paint peels, deteriorates, or fades due to defective paint or application - *Acceptable means of repair shall include refinishing the affected area only.*
- Interior paint shrinks and exhibits cracks greater than 1/8 inch - *Acceptable means of warranty compliance shall include touching up the affected areas. Painting required as a corollary repair as a result of other work cannot be warranted to match but will attempt to match the surrounding areas as reasonably as possible.*

## EXTERIOR

### H. SOFFIT AND FASCIA

CB JENI Homes' coverage set forth in this warranty should warrant against and provide for repair with respect to the following for a period of one (1) year:

- Detachment of soffit or fascia boards, except to the extent the boards are detached or damaged by winds greater than 40 MPH.
- Bowing of fascia boards beyond the drip line of the roof shingles - *Acceptable means of warranty compliance shall include reattachment and paint if needed.*

### I. VENEERS

#### 1. Brick

CB JENI Homes' coverage set forth in this warranty should warrant against and provide for repair with respect to the following for a period of one (1) year:

- Cracks in mortar joint greater than 1/8 inch in width - *Acceptable means of warranty compliance shall include pointing up affected area and cannot be warranted to match but will attempt to match mortar. Extra brick will be left in your garage for warranty repairs.*

CB JENI Homes does not warrant replacement materials to match in color or texture due to weathering and dye-lot difference.

#### 2. Stone

CB JENI Homes' coverage set forth in this warranty should warrant against and provide for repair with respect to the following for a period of one (1) year:

- Cracks in mortar joints greater than 1/8 inch in width - *Acceptable means of warranty compliance shall include pointing up affected area and cannot be warranted to match but will attempt to match mortar.*

CB JENI Homes does not warrant replacement materials to match in color or texture due to weathering and dye-lot difference.

### 3. Stucco

CB JENI Homes' coverage set forth in this warranty should warrant against and provide for repair with respect to the following for a period of one (1) year:

- Cracks in surfaces greater than 1/4 inch in width - *Acceptable means of warranty compliance for covered items concerning stucco surfaces shall include repair of the affected area.*

CB JENI Homes does not warrant replacement materials to match in color or texture due to weathering and dye-lot difference.

### 4. Wood Trim and Siding

CB JENI Homes' coverage set forth in this warranty should warrant against and provide for repair with respect to the following for a period of one (1) year:

- Separation of siding or trim greater than 3/8 inch - *Acceptable means of warranty compliance include re-caulking the affected cracks, miter joints, or butt joints.*
- Warp or bows in rim boards greater than 3/4 inch in eight (8) feet - *Acceptable means of warranty compliance shall include repair of the affected unit of material.*

## J. GRADES AND LANDSCAPE

CB JENI Homes takes responsibility for establishing the final grade and swales of the home site in the immediate area of the home.

**CB JENI Homes is not responsible for maintaining swales and grades after closing, regardless of the conditions. It is the Homeowner's responsibility to maintain the grades and swales after closing. CB JENI HOMES IS NOT RESPONSIBLE FOR EROSION AND DOES NOT WARRANT ANY ASPECTS OF THE HOMESITE FOR EROSION.**

### 1. Grades

The final grade to your property is applied, per city approval, to achieve adequate drainage for the property under conditions in existence on the date of closing. CB JENI Homes is not responsible for change in the grading of your property after closing.

CB JENI Homes cannot assume any responsibility or make any warranty with respect to drainage problems created on your property by the use of other properties not owned by CB JENI Homes or with respect to standing or ponding water as caused by natural underground water sources.



CB JENI Homes does not warrant replacement or removal of plants, trees, shrubs, or other landscaping installed by the homeowner after closing in areas to be addressed. Items will not be

addressed while the ground is saturated or while there is frost, ice, snow or in extreme conditions with water restrictions in effect.

## 2. Landscape and Maintenance

Sod, shrubs, and maintenance are not covered under your warranty. Issues regarding landscape and maintenance should be forwarded to your HOA Committee. Trees are warranted for 90 days from date of close on the home.

