



MYBILTMOREHOMESM

**LIMITED WARRANTY
POLICIES AND PROCEDURES**

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POLICIES AND PROCEDURES

INTRODUCTION

Welcome to the growing number of families who have purchased a house with MyBiltmoreHomeSM, LLC. It is our sincere desire to provide each customer with a home that is built with high quality products and services. MyBiltmoreHomeSM has established warranty procedures for your satisfaction with your home.

At Closing:

Your home should be complete however, at the final walk-through of your home, delays related to weather, materials and subcontractors may create a short list of minor items that need to be completed. If you elect to close on your home with these items not complete, we will make every effort to have them completed within 30 days.

30 Days Following Closing:

During the month following your closing, our Warranty Manager will schedule a meeting to review your warranty program and answer any questions that you may have. **To derive the maximum benefit from this meeting, please review your Warranty Manual in advance.**

10 Months After Closing:

Approximately ten months after closing, our Warranty Manager will contact you again. At this time we will review any areas of concern and provide you with a written summary of all items that are covered under your warranty. **To derive the maximum benefit from the meeting, please review your Warranty Manual again. For a quick reference of coverage, please refer to the quick reference guide located at the end of this manual.**

Emergency Warranty During the One Year Warranty Period:

In rare situations, immediate action may be necessary to correct an occurrence that is covered by your home warranty such as roof leaks, water leaks or other items that prevent you from occupying all or part of your home (hereinafter referred to as "Emergency Warranty"). In such cases you should first take immediate action to prevent personal injury and property damage, then notify MyBiltmoreHomeSM at 828-670-8297 x200 and the appropriate subcontractor. A list of the major subcontractors (i.e. electrical, plumbing, and heating / cooling) and their telephone numbers have been provided for your assistance. This list should be affixed to the inside of a cabinet door in your kitchen. **Please understand that WARRANTABLE ITEMS THAT ARE NOT DEFINED AS EMERGENCY WARRANTY WILL BE ADDRESSED DURING THE APPLICABLE SERVICE PERIOD.** (Hereinafter referred to as "Non-Emergency Warranty Items"). Non-Emergency Warranty Items work will be conducted Monday through Friday, during normal work hours.

Responsible Parties:

MyBiltmoreHomeSM provides the overall warranty for the materials, workmanship and products in your home. In many instances, the product manufacturers will provide additional warranties and warranty support for your appliances, mechanical equipment, and fixtures installed by MyBiltmoreHomeSM in your home. The major subcontractors on the list located inside your kitchen cabinet should be contacted directly about their product. In all other cases, you should report all warranty items to MyBiltmoreHomeSM.

In general, homeowner maintenance responsibilities begin on the first day and are vital to maintenance of your home and not voiding the warranty. This manual will help you understand what you must do to maintain your new home.

WARRANTY SERVICE REQUESTS

Routing Requests

You should notify MyBiltmoreHomeSM of all warranty requests. Requests receive our prompt attention however, there are times when the subcontractors may be delayed due to weather conditions, availability of materials or labor shortages. A Construction Manager or Warranty Manager will notify you in the event of any delay. MyBiltmoreHomeSM reserves the right to choose the ways, means and materials for making necessary repairs. All warranty requests, after the ten month inspection must be in writing and mailed to MyBiltmoreHomeSM - Warranty Services, Suite 320 One Town Square, Asheville NC 28803.

Warranty Period

The warranty coverage is for the first year from the closing date. Rendering warranty services during this period does not extend coverage.

Warranty Limits

MyBiltmoreHomeSM warrants items as outlined in this manual however, MyBiltmoreHomeSM is not responsible for consequential damage due to the lack of maintenance or negligence.

WARRANTIES

Warranty by Manufacturer and/or Contractor

Manufacturer Literature - Please take time to read the literature (warranties, use and care guidelines) provided in your blue Pendaflex folder by the manufacturers of products in your home. The information contained in that literature is not repeated in this warranty manual. Although much of the information may be familiar to you, some points may differ significantly from your previous home.

We make all reasonable efforts to keep the information in this manual current. However, if any detail in our discussion conflicts with the manufacturer's recommendations, you should follow the manufacturer's recommendations.

Activate specific manufacturer's warranties by completing and mailing any registration cards included with their products. In some cases, manufacturer's warranties may extend beyond the first year.

Warranties are provided by the Manufacturers, in addition to MyBiltmoreHomeSM warranty of the materials and installation during the Warranty Period through its subcontractors.

Heating and Air Conditioning

Electric Heating:

The Manufacturer and its authorized subcontractor warrant the system to the first homeowner from defects in material and workmanship for a period of one year. After electricity has been turned on, the heating and air conditioning contractor will properly adjust your system and set the thermostat.

Gas Heating:

The authorized subcontractors fully warrant the installation of your gas heating, electric air conditioning and / or heat pump system. Warranties are for the first homeowner and are as follows:

- 1 year coverage for labor and materials
- 5 years coverage for parts including compressor – no labor
- 20 years coverage for heat exchanger – no labor

Your heating system shall be capable of producing an inside temperature of 70 degrees Fahrenheit as measured in the center of each room at a height of 5 feet above the floor under local outdoor conditions as specified in the American Society Heating Refrigerating Air Conditioning Engineers (ASHRAE)

handbook. Federal, state or local energy codes shall supercede this standard where such codes have been locally adopted. MyBiltmoreHomeSM will warrant the heating system to provide the minimum temperature, however the homeowner shall be responsible for balancing dampers, registers and other minor adjustments. Reasonable temperature differentials between rooms should be expected.

Cooling System:

If your home is completed in cold weather, your cooling system cannot be charged and placed on a service list until the warmer spring months. MyBiltmoreHomeSM will schedule the start up of your cooling system at the appropriate time and advise you. The cooling system shall be capable of cooling your home to at least 78 degrees Fahrenheit as measured in the center of each room at a height of 5 feet above the floor, under local outdoor summer design conditions as specified in the (ASHRAE) handbook.

In the case of outside temperatures exceeding 95 degrees Fahrenheit a differential of 15 degrees Fahrenheit from the outside temperature could be realized. Federal, state or local energy codes shall supersede this standard where such codes have been locally adopted. Reasonable temperature differentials between rooms should be expected.

Air conditioner condensation lines drain up to five gallons of water daily creating damp areas around the air conditioner condensing units. This occurrence is normal and is not warranted. Condensation lines will clog eventually under normal use and homeowners must check their lines each month in order to avoid any problems resulting from a line that is blocked.

Helpful Hints:

- If you are unsure of where your condensation lines are located, please have the Warranty Manager help you locate them during one of the scheduled visits.
- Always use a clean filter in your heating and air conditioning unit. For better performance, lower electric bills, and a cleaner home, you should check your filters every 30 days.
- For best results, set your thermostat at the desired temperature and do not continually adjust the temperature up and down.
- Do not store any combustible material near your heating or air-conditioning unit.

Water Heater

Electric Water Heater:

MyBiltmoreHomeSM warrants your electric water heater for a period of one year. The Manufacturer's limited warranty covers the first 5 years. Water heater elements and other electrical parts are under warranty for one year for parts and labor. The tank is under warranty for 5 years on a pro-rated cost basis.

Gas Water Heater:

MyBiltmoreHomeSM warrants your gas water heater for a period of one year. The Manufacturer's limited warranty covers the first 5 years. Electrical parts are under warranty for one year for parts and labor. The tank is under warranty for 5 years on a pro-rated cost basis.

If for any reason the water heater power is interrupted, and the water is drained from the tank, make certain the water tank is full before you restart it. Failure to do so will damage your water heater and void the warranty. Consequential damage is not covered under warranty. Please see instructions affixed to your water heater for proper re-lighting procedures.

Helpful Hint

- Never store combustible materials on or near your water heater.

Plumbing

The Manufacturer warrants plumbing fixtures and devices for one year. The water and drainage pipes in the plumbing system in your home are under warranty by MyBiltmoreHomeSM for one year. This warranty covers major faults such as water lines separation, faulty equipment, and faulty or improper installation; but it does not cover frozen pipes or any damage caused by them. Any homeowner repairs or alteration of plumbing systems will void the warranty.

Plumbing leaks must be reported to MyBiltmoreHomeSM and the Subcontractor immediately. We cannot be responsible for damage due to any negligence on the part of the homeowner. The sound of water and waste flowing through drain lines is considered customary and not covered by this warranty.

All hot and cold water lines to each fixture (including the dishwasher) have valves for emergency shut off. There is also a shut off valve for your entire home that is located in your garage. All toilets have a flushing capacity of 1.6 gallons, pursuant to the 1992 Energy Policy and Conservation Act. This amount of water should be sufficient; however, "double flushing" may be required in some cases. A stopped-up toilet is not covered by the warranty.

All plumbing faucets, showers and tub valves are equipped with water saving devices installed by the manufacturer, pursuant to the 1992 Energy Policy and Conservation Act. MyBiltmoreHomeSM or its subcontractors are not permitted to tamper with or remove these devices.

Helpful Hints:

- Sewer line stops and toilet overflow is the responsibility of the homeowner
- To help prevent plumbing lines from freezing during cold weather, open the cabinet doors of the sinks that are on exterior walls and close the foundations vents until the temperature rises above 32 degrees.
- If your dishwasher will not operate, check the electrical switch before calling the manufacturer or MyBiltmoreHomeSM.
- Remove all exterior hoses and attachments when they are not in use, particularly when the temperature will fall below 32 degrees.

Electrical System

MyBiltmoreHomeSM warrants your electrical system, including fixtures and items of equipment for a period of one year. Repairs and alterations made to the electrical system by anyone other than the installing subcontractor or one authorized by MyBiltmoreHomeSM will void the warranty.

All circuits in your home are protected by circuit breakers. No fuses are required. After any electrical failure, check your circuit breakers first. To resume power, simply reset the circuit breaker (see helpful hints). Disconnect and check lamp chords or small appliances of the circuit with which you are having trouble.

Helpful Hints:

- To re-set your circuit breakers, be certain to flip the switch all the way to the "off" position, and then back to the "on" position. It is not recommended to utilize a Ground Fault Circuit Interrupter (GFCI) outlet to run refrigerator or freezer equipment.
- If kitchen, bath, outside, or garage receptacles do not work, check your GFCI receptacle to make sure they have not been "tripped". **Note: One GFCI breaker can control up to three or four outlets.**
- When replacing burned out bulbs, only use the recommended wattage bulb. See the sticker on the bulb socket for this information.

Major Kitchen Equipment

MyBiltmoreHomeSM will confirm that all appliance surfaces are in acceptable condition during your orientation and assign all appliance warranties to you, effective on the date of closing.

For warranty service on major kitchen equipment, please call the manufacturer's service number provided on the subcontractor list located on the inside door of a kitchen wall cabinet.

Please make certain that you fill in and mail the warranty cards for each of your appliances in order to validate your manufacturer's warranty. If you are unable to locate any warranty cards, please contact your Warranty Manager for a duplicate copy. All manufacturers warranties begin at the closing date, and expire one year from your closing date.

EXPANSION & CONTRACTION, SETTLEMENT & CONDENSATION

Expansion & Contraction

Changes in temperature and humidity cause all building materials to expand and contract. This movement results in separation between materials, particularly dissimilar ones. You will see the effects in small cracks in drywall and in paint, especially where moldings meet drywall, at mitered corners, and where tile grout meets the tub or sink. This expansions and contraction is normal and should be expected in every home.

Shrinkage of the wood members of your home is inevitable and occurs in every new home. Although this is most noticeable during the first year, it may continue beyond that time. In most cases, caulk and paint are all that you need to conceal this minor evidence of a natural phenomenon. Even though properly installed, caulking will shrink and crack. Maintenance of caulking is the homeowner's responsibility.

The conditions stated below are considered customary. See the quick reference guide at the end of this manual to determine warranty coverage of these items. Some of the direct results of expansion and contraction may be:

- Exterior wood boards may crack or warp slightly and caulking may contract.
- Various wood trim and hardwood floors separate. For example:
 1/4" round molding separates from the baseboards
 A space appears where the stairway meets the wall and trim
- Exterior and interior doors warp or bind.
- Miter joints where the trim meets corners open slightly.
- Base units of the kitchen cabinets appear to move from their original position, and the counter tops seem to separate from the wall. MyBiltmoreHomeSM will re-caulk countertops one time during the ten month warranty walk through.
- Nail "pops" and cracks in the sheetrock.

Settlement

It is customary for a new home to settle. Settlement often causes slight cracks in foundation walls and concrete slabs. These slight cracks do not materially affect the structural integrity of your home and are not covered by this warranty.

Condensation

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

Excessive moisture usually appears first on the inside of windowpanes. Your new home has been tightly constructed and well insulated. This moisture can be minimized with proper ventilation. Normal and customary condensation is not covered by this warranty.

Helpful Hints:

- Proper circulation of air will reduce condensation on windows, concrete floors, foundation walls, pipes and fixtures.

- Foundation vents on crawl space homes should remain open and unobstructed except during freezing weather conditions.
- Ventilating your home at least twice a month during the first heating cycle will help reduce excessive shrinkage. Open the windows and turn on the fan at the thermostat for a short period of time to ventilate your home.

WARRANTY ON STRUCTURAL ITEMS

Major Structural Defects are covered from the date of closing. This coverage shall terminate six years from the date of closing without further action on the part of MyBiltmoreHomeSM.

Major Structural Defect

Repair of Major Structural Defects occurring during their term of coverage include:

- The repair of damage to the load bearing portions of the home that is necessary to restore their load bearing functions.
- The repair of those items of the home damaged by the Major Structural Defect that made the home unsafe, unsanitary or unlivable.

MyBiltmoreHomeSM total liability is limited to the cost of repair or replacement. At the option of MyBiltmoreHomeSM, rather than repairing or replacing the defective item the seller may pay the purchaser the amount by which the value of those has decreased as a result of the defect. In no event shall MyBiltmoreHomeSM be liable for any breach of the limited warranty or on any theory of negligence, strict liability or otherwise. Steps taken by MyBiltmoreHomeSM to correct Major Structural Defect Coverage shall not act to extend the time of this warranty.

- The homeowner acknowledges and agrees that notwithstanding anything herein to the contrary, no warranty is being made with respect to a consumer product as that term is defined in the Magnuson-Moss Warranty....Federal Trade Commission Improvement Act.
- With the exception of the Limited Warranty, the homeowner expressly acknowledges and agrees that the house is being conveyed without warranties of any nature, whether express or implied, and whether imposed by statute or by common-law. This includes, but is not limited to, warranties of habitability, merchantability, fitness for a particular purpose as to house, all fixtures or items of personal property whether arising from custom, usage, course of trade, case of law or otherwise.

Exclusions

This Limited Warranty shall not extend to, or include, or be applicable to:

- Defects in outbuildings including, but not limited to, detached garages and detached carports, (except outbuilding containing the electrical, plumbing, heating, cooling and ventilation systems serving the home). Site located swimming pools and other recreational facilities, boundary walls, retaining walls, bulkheads, fences, off site improvements, or any other improvements not a part of the home itself.
- After the first year of the coverage, concrete floors of basements and concrete floors of attached garages that are built separately from foundation walls or other structural elements of the home.
- Loss or damage to real property which is not part of the home and which is not included in the original purchase price of the home.
- Any damage to the extent it caused or made worse by:
 - Negligence, improper maintenance or improper operation by anyone other than MyBiltmoreHomeSM, its employees, agents or Subcontractors;
 - Failure by the Homeowner or anyone other than The MyBiltmoreHomeSM, its employees, agents or Subcontractors to comply with the warranty requirements of manufacturers of appliances, fixtures and items of equipment;
 - Failure by the Homeowner to give notice to MyBiltmoreHomeSM of any defective item within a reasonable time;

- Changes of the grading of the lot by anyone other than MyBiltmoreHomeSM, its employees, agents, or Subcontractors;
- Changes, alterations or additions made to the Home by anyone after closing;
- Dampness or condensation due to the failure of the Homeowner to maintain adequate ventilation.
- Any defects in, caused by, or resulting from materials or work supplied by anyone other than MyBiltmoreHomeSM, its employees, agents or subcontractors.
- Normal wear and tear or normal deterioration;
- Loss or damage which does not constitute a defect in the construction of the home by MyBiltmoreHomeSM, its employees, agents or subcontractors;
- Loss or damage caused by or resulting from soil movement for which compensation is provided by legislation or which is covered by other insurance;
- Insect damage;
- Loss or damage which arises while the home is being used primarily for nonresidential purposes;
- Failure of MyBiltmoreHomeSM to complete the construction of the home;
- Any condition which does not result in actual physical damage to the home, including, but not limited to uninhabitability of health risk due to the presence or consequence or unacceptable levels or radon gas, mold, formaldehyde or other pollutants and contaminants; or the presence of hazardous or toxic on-site materials;
- Bodily injury or damage to personal property;
- Loss or damage caused by, or resulting from, abnormal loading on floors by the Homeowner which exceeds design loads as mandated by engineered design.
- Costs of shelter, transportation, food, moving, storage, or other incidental expenses related to inconvenience or relocation during repairs;
- Consequent damage (except where required by state law).

Subsequent Owners

Each successor in title to the home, including any mortgagee in possession, is automatically entitled to the benefits of the Major Structural Defect Coverage for its unexpired terms. There is no limit to the number of such successions during the term of such coverage.

Foundation

Abnormal settlement is covered by the structural warranty for a period of six years. This shall not be construed to mean that a foundation will not crack, but MyBiltmoreHomeSM will repair any crack which exceeds 1/4" within the first year of occupancy. The foundation shall remain free from standing water. A dry foundation cannot be guaranteed; therefore, some degree of dampness should be expected. Foundations which include a basement area adjacent to a crawl space area(s) will be separated by a masonry wall and/or a wood framed wall. The wood framed walls will be an insulated wall and have a door installed for access to the crawl space area.

Helpful Hint:

- A dehumidifier installed in the basement will greatly reduce the humidity levels of this area.

Termite Treatment

Your home has been treated for subterranean termites during construction and is warranted against termites for a period of one year. Before the one year anniversary of your closing, it is recommended that you contact a pest control company to check the home and renew the termite bond.

Helpful Hint:

- The termite bond must be renewed yearly for coverage to remain in effect.

WARRANTY ON NON-STRUCTURAL ITEMS

The following items are not considered to be of structural nature and are covered by MyBiltmoreHomeSM limited warranty under the conditions stated herein. The wide range of materials used in your new home is subject to some degree of slight damage through handling and installation. Minor scratches, dents, or other imperfections in wood trim, sliding windows, counter tops, doors, walls and other areas will occur and are unavoidable. They are to be expected. Minor and hard to see nicks, scratches, cuts blemishes and finish variations are not covered by MyBiltmoreHomeSM warranty. Any such blemishes that are readily visible from a distance of 6 feet under normal sighting conditions **will only be addressed if noted on the pre-settlement walk through list.** The warranty on non-structural items shall be as stated in the following information.

Roofing

MyBiltmoreHomeSM warrants, for a period of one year from the time of closing, the roof and flashing from leaks under normal conditions, except where cause is determined to result from ice build-up or homeowner action or negligence.

Gutters – If Applicable

MyBiltmoreHomeSM warrants, for a period of one year from the time of closing, the gutters and downspouts to be free of leaks. However, gutters may overflow during very heavy rain. It is the homeowner's responsibility to keep gutters and downspouts free of leaves and debris.

Garage Doors

MyBiltmoreHomeSM warrants, against failure of garage door operation, for a period of one year from the time of closing. The Broadlands Company will adjust garage doors as required, except where the cause is determined to result from homeowner action or negligence.

Interior and Exterior Doors

MyBiltmoreHomeSM warrants all doors against warp exceeding 1/4" measured diagonally. All doors may bind at times. Do not immediately adjust a door because it may correct itself. Exterior doors are subject to severe conditions because of the exposure to both internal heat and external elements. A certain amount of expansion can be expected.

Any door adjustment relative to warp, expansion, etc. will be made on your **10 month warranty service request.**

Helpful Hint:

- **The addition of exterior storm doors may cause excessive heat build up on the original door and will void any warranties relative to warping.**

Interior and Exterior Trim

It is normal for baseboards to slightly separate from the wall and for molding to separate from dissimilar materials. These conditions are not warranted and are considered normal Homeowner maintenance items. **However, cracks exceeding 1/4" in door and window trim at the joints will be filled and touched-up with paint if requested during your 10 month service request.**

Cracks in exterior trim and wood siding greater than 1/4" will be corrected one time during your 6 month service request. Minor cracking is expected due to shrinkage of wood products. Minor cracks are not covered under the warranty and are considered a Homeowner maintenance item. All minor cracks should be caulked as they appear. Small knots and wood grain may be noticeable through the paint on the exterior wood trim. This is the nature of the wood and is not covered by this warranty.

Stains from roofing products on exterior trim and gutters can be expected and are not covered under warranty.

Gypsum Wallboard

Often, natural shrinkage and normal settling is misunderstood for poor workmanship. Drywall defects, such as nail pops and cracks exceeding 1/8" in width, will be repaired **ONE TIME ONLY, if reported on the 10 month service request.**

MyBiltmoreHomeSM will repair and repaint the patched area with the same color as originally painted.

If drywall is damaged by an item covered in this warranty the area will be repaired. However, MyBiltmoreHomeSM can not guarantee matching paint or surface texture of the affected area. MyBiltmoreHomeSM cannot be responsible for damage due to negligence of the part of the homeowner.

Note:

It is suggested that decorating enhancements, such as wall paper and custom color painting, be done after the 10 month service request. MyBiltmoreHomeSM will not be responsible for repairing areas that have been wallpapered or repainted with custom colors after repairs have been made. If MyBiltmoreHomeSM has painted custom colors initially, touch up may be difficult to match after initial application. MyBiltmoreHomeSM will use the original paint formula and application method in an effort to match the paint if repairs are necessary; **but can make no guarantee that color, shade or sheen will match existing surfaces.**

Interior and Exterior Paint

MyBiltmoreHomeSM warrants the exterior paint on the house against peeling for a period of one year. In the event the paint on the exterior does peel, MyBiltmoreHomeSM will scrape the area, remove any loose paint, and repaint that particular board or the immediate area that is involved. We will use the original paint formula and application method in an effort to match the existing wall color. An exact match at any point after closing is not guaranteed. The paint warranty only applies to peeling paint and does not encompass the natural fading of paint or mildew on a house.

MyBiltmoreHomeSM warrants the interior wall paint against peeling for a period of one year. If peeling occurs, MyBiltmoreHomeSM will scrape and repaint the immediate area. We cannot guarantee matching paint color.

Interior caulking will be replaced or repaired during the 10 month service appointment. Caulking becomes a homeowner maintenance item after that time and will not be covered under any additional warranty.

Note:

Mildew or fungus formation is a natural occurrence and is not covered under warranty. It is the responsibility of the homeowner to maintain all painted surfaces.

Helpful Hint:

- It is recommended that a visual inspection and repair of the exterior caulking be made with every change of season and that the exterior of your home is properly pressure washed at least once a year. Be sure to inspect the caulking afterwards.

Ceramic Tile

MyBiltmoreHomeSM warrants the ceramic tile for a period of one year. This warranty includes quality of adhesion and replacement of tiles that crack due to shrinkage and settlement. Please note that only the damaged tiles will be replaced and exact dye-lot matches cannot be guaranteed. MyBiltmoreHomeSM will repair cracks that may develop in ceramic tile grout at the 10 month service. After that point grout repair will be a homeowner maintenance item.

Note:

MyBiltmoreHomeSM cannot be responsible for any damage caused by homeowner negligence.

Helpful Hint:

- You may purchase tile grout and sealer at your local hardware store. Follow the manufacturer's installation instructions to make necessary repairs.

Porcelain

The glazing on any of the porcelain fixtures in your home is subject to wear. Abrasive cleaners may damage the glass-like finish of porcelain and the finish may become dull and porous. Use only non-abrasive cleaning agents to retain the beauty that can be expected of a porcelain surface.

Cultured Marble

The cultured marble is warranted to be free from manufacturer's defects for a period of one year. **After the 10 month warranty service, cracks that may develop in the caulk will be a homeowner maintenance item.** MyBiltmoreHomeSM cannot be responsible for any damage caused by the homeowner's negligence.

Helpful Hint:

Clean with a soft damp cloth. To remove stains use mild soap. **Never** use any harsh cleaning agents, especially those with abrasives such as "Soft Scrub". The manufacturer recommends the products "Gel Gloss" or "Comet Liquid Gel" for polishing and cleaning of cultured marble.

Shower Enclosures

MyBiltmoreHomeSM and its Subcontractors are not responsible for damage caused by cleaning with abrasive products.

Helpful Hints:

- The following are recommended cleaning products: "SOS Vinegar Glassworks", "Klean and Shine", and "Comet Liquid Gel".
- Pulling a squeegee over the glass after a shower will greatly reduce the frequency at which shower doors have to be cleaned.

Hardware

Certain finishes used on interior and exterior hardware, plumbing fixtures and light fixtures will tarnish over time. This is customary and will not be covered by this warranty.

Mirrors

MyBiltmoreHomeSM warrants all mirrors against defects prior to closing. Any cosmetic discrepancies with mirrors must be reported on the pre-settlement walk through list prior to closing.

Cabinets and Countertops

MyBiltmoreHomeSM warrants the counter tops and cabinets against improper installation and manufacturer defects for a period of one year. Any cracks, chips, gouges, burns and scratches must be reported on your pre-settlement walk through list prior to closing. Otherwise, MyBiltmoreHomeSM assumes no responsibility for these items.

Note:

Due to the characteristics of wood, some color and wood grain variation can be expected. Major color differences will be corrected only if noted on the pre-settlement walk through list. Due to the width of laminate sheets and granite slabs, seams in countertops may be necessary. After the 10 month warranty service period, caulking around the kitchen sink and backsplashes becomes a homeowner maintenance item.

Helpful Hints:

- Do not place hot objects directly from the stove onto the counter top surface. This may burn or scorch the finish.

- Do not use abrasive cleansers on counter tops. These finishes should be cleaned with soap and water.

Floor Coverings – Vinyl

MyBiltmoreHomeSM warrants the vinyl flooring against bubbles, cracks, and separation of seams for a period of one year.

Note:

Due to expansion and contraction, the seams of the plywood sub-floor may rise and show as a line beneath the vinyl. Special nails are used to minimize this condition, but it cannot be completely eliminated. In the event that any repairs are necessary on the vinyl, only the damaged area will be repaired with new material. We cannot guarantee the dye lot to be the same as the originally installed vinyl. Scratches or damage to vinyl tile will be corrected only if reported in the pre-settlement walk through list. MyBiltmoreHomeSM does not assume responsibility for damage to vinyl tile after occupancy.

Helpful Hint:

- To assure proper treatment of your floors, it is suggested that you begin by providing protection from indentation. Furniture cups are designed to cushion the legs of heavy objects from cutting the floors or indenting the vinyl. Lightweight pieces of furniture, such as chairs, should be equipped with smooth, flat glides applied to the legs. Metal domes should be removed from all legs to reduce the risk of damage to the vinyl floor.

Please consult manufacturer's specs for cleaning floor products. Periodically check under any protective items to ensure that they are not reacting with the floor in an adverse manner. **Never use rubberized mats. They will stain vinyl floors.**

To maintain the shine and finish of your vinyl floors, we recommend the use of the manufacturer's floor care products that can be purchased from your floor covering dealer or most home improvement stores. Wash your floors with lukewarm water and mild cleaner. Stubborn scuffmarks can be removed with a damp cloth. Never allow strong detergents or cleaner that contain solvents such as gasoline, kerosene, benzene, grease or oil to remain on you floor. In case of spillage, wipe off immediately. Never use varnish, shellac or any other plastic finish. These liquids may contain solvents, which may damage your floor.

Floor Coverings – Carpet

MyBiltmoreHomeSM warrants the carpet against separation of seams, manufacturing defects and improper installation for a period of one year.

Note:

Due to the width of carpet rolls, there is no way to avoid seams in your home. These seams will be somewhat noticeable even with the best installation. In the event that any repairs to carpeting are necessary, every effort will be made to match the dye lot and texture. We cannot guarantee a perfect color match. Differences in texture due to traffic wear are normal when making a repair and cannot be guaranteed. Any failure in carpet performance will be covered under the manufacturer's warranties.

Helpful Hint:

- Vacuum your carpet weekly, and clean only with manufacturer's approved methods and cleaning agents. Carpet Manufacturers suggest a professional cleaning at least once a year.

Floor Coverings – Wood

Please see Hardwood Flooring disclosure in contract documents for finished - in place hardwoods.

Pre-Finished Flooring

Bruce ¾" "Dundee Strip": MyBiltmoreHomeSM warrants the finish against wearing through or separating from the wood for the lesser of 15 years or as long as the original purchaser owns the home. Bruce's life time structural integrity warranty covers manufacturing defects in assembly, milling dimension and grading.

Damp Proofing

We spray your basement foundation walls with waterproofing material. Although we make every effort to assure a dry basement, during times of excessive moisture, you may notice some dampness. Over time, natural compaction of soils in the backfill areas will usually eliminate this condition. Careful maintenance of positive drainage will also protect your basement from this condition.

Efflorescence

The white, powdery substance that sometimes accumulates on stucco and brick surfaces is called efflorescence. This is a natural phenomenon and cannot be prevented. In some cases, you can remove it by scrubbing with a stiff brush and vinegar. Consult your home center or hardware store for commercial products to remove efflorescence.

Concrete Slab Floor

MyBiltmoreHomeSM warrants the concrete slab floor against abnormal settlement for a period of one year. Expansion and settlement cracks are expected. It is quite normal for concrete slab floors to be slightly irregular. Any cracks that exceed ¼" will be repaired by MyBiltmoreHomeSM during the first year. MyBiltmoreHomeSM does not warrant normal cracks or slight irregularities. The Broadlands Company reserves the right to choose the ways, means, and materials for making necessary repairs.

Frame

MyBiltmoreHomeSM warrants the framing against construction defects for a period of one year. It is normal for interior and exterior walls to have variances on their finished surfaces. If a wall has more than a ¼" bow out of the line within a 32 inch horizontal or vertical measurement, the condition will be corrected.

Note:

A squeak-proof floor is not guaranteed. Squeaks are common and can be caused by changes in temperature and humidity that may cause structural members to expand and contract. The flooring system used in your home is designed in conformity with state and local building codes. A wood flooring system does not create a perfectly rigid floor and slight movements may occur with changes in load, while still maintaining its structural integrity.

Pests and Wildlife

Infestation or damage related to insects such as ants, spiders, wasps, and bees, but excluding termites during the initial bond period is not covered by this warranty.

WARRANTY ON EXTERIOR**Concrete Areas**

MyBiltmoreHomeSM warrants concrete patios, driveways, and walkways for a period of one year. The warranty covers deterioration of concrete due to improper design or installation. No exterior concrete walk, drive or patio will have standing water in excess of 1 ¼" after a 24 hour period. It is normal for exterior concrete flat-work to be slightly irregular. Any expansion or settlement cracks exceeding ¼" during the one year warranty period will be repaired.

The color of concrete may vary, therefore color consistency cannot be guaranteed, although color variations do tend to fade over time. Concrete sealers may be used by MyBiltmoreHomeSM to protect these surfaces during construction. These sealers may also cause inconsistency in color.

In the event that any repairs are necessary on exterior concrete, only the damaged area will be repaired and replaced as necessary. MyBiltmoreHomeSM cannot guarantee color matching of concrete on any repair.

Note:

Due to mineral content in area soils, color variations and mud stains may appear in exterior concrete. These are normal and are not considered warrantable. Exterior concrete surface areas will be pressure washed one time prior to closing. Interior concrete surfaces will be cleaned and mopped on time prior to closing if necessary

Normal shrinkage of concrete will sometimes cause cracks in paved concrete areas. Control joints have been placed at appropriate intervals to help control this cracking. Any cracking that is ¼" or less is considered normal and will not be repaired. MyBiltmoreHomeSM reserves the right to choose the ways, means, and materials for making necessary repairs.

Helpful Hints:

- Do not use any commercial products, salts or other materials prepared for the purpose of melting ice or snow on your walks, drive or patio. These solvents may damage the surface and will void the warranty.
- Do not allow moving vans or other such heavy vehicles on you driveway. This can cause cracking and will void the warranty.

Chip-N-Seal Driveways and Walks

MyBiltmoreHomeSM warrants all chip-n-seal surfaces installed by our company for a period of three years after closing. If during this period of time you experience signs of webbing, busting up or heaving, the immediate area of failure will be repaired. Also, any spots of tar bleeding larger than two inches in diameter will be re-conditioned.

Performance expectations of this product are:

- Tar to be tacky for the first year
- Black specs as a salt & pepper look
- Some loose gravel
- Will need to be re-conditioned every 5 to 10 years

Helpful Hints:

- **Things such as construction equipment with tracks or mud tires, snow removal equipment and petroleum based products will damage this product.**

Decks and Landings

MyBiltmoreHomeSM uses pressurized and treated lumber to build decks and landings. Due to the constant exposure to the elements, warping and cracking are common and should be expected over time. If the structural integrity of the deck has been compromised as a result of the weathering of these products, the affected area only will be replaced. Any new material will not match that which was originally installed.

Proper homeowner maintenance and periodic sealer application will extend the life of your deck.

Utility Lines

A slight depression may develop in lawn areas along the lines of the utility trenches. To correct this, roll back the sod, spread topsoil underneath to level the area, and then relay the sod.

Before any significant digging, check the location of buried utility lines by calling the local utility locating service. This service will not locate water lines, sewer lines or gutter drain lines so be careful when digging. In most cases wires and pipes run in a straight line from the main service to the public supply.

MyBiltmoreHomeSM is not responsible for damage resulting from the installation of underground phone and / or cable lines.

Yards – Drainage

MyBiltmoreHomeSM will guarantee, for one year after the closing date, that no large standing areas of water will remain in your yard after a 24 hour period or washout of slopes and banks, This includes the area seeded and landscaped by MyBiltmoreHomeSM in accordance with the specifications. Drainage swales may contain standing water up to 48 hours. We do not assume responsibility for springs or continuous dampness of soil. It is the homeowner's responsibility to maintain the soil and washouts on the property after the area has been stabilized by MyBiltmoreHomeSM. Surface drainage varies on individual lots and drainage patterns change over time. Some home sites may include natural or man-made drainage areas, ditches and swales that accept storm water from other properties. Surface water may also flow from other properties across your lot. It is important that you recognize that your home site is part of a large drainage area and that you may not block water flow from adjacent properties but you can properly route the drainage. Surface water drainage from one lot to another is considered normal, and therefore, IS NOT covered by this warranty. This means that water from a neighbor's lot may drain across your lawn, leaving the property through storm drainage areas. Any area behind the clearing limits of the property is not warranted against drainage problems and should be maintained by the homeowner.

All lawns, trees, and shrubs are installed and maintained properly until the date of closing. Trees and shrubs installed by MyBiltmoreHomeSM are warranted for six months from closing. Special care is taken to preserve existing trees during construction, however, MyBiltmoreHomeSM does not guarantee them, and is not responsible for their removal. MyBiltmoreHomeSM reserves the right to save all trees that enhance the property.

Standing water in the crawl space due to the altering of grade or the addition of landscaping by the homeowner or its contractor, is not the responsibility of MyBiltmoreHomeSM.

Helpful Hints:

- Extensive homeowner maintenance is required to properly maintain lawns, trees, and shrubs. MyBiltmoreHomeSM cannot guarantee the success of the lawn and landscaped areas.

MyBiltmoreHome Warranty Quick Reference Guide

INTERIOR	Pre-Settlement	10 Month	1 Year
Drywall / Ceiling Texture	Yes	Yes	No
Interior Trim (Mouldings, Door)	Yes	Yes	No
Paint	Yes	No	No
Caulk	Yes	Yes	No
Electrical	Yes	Yes	Yes
HVAC	Yes	Yes	Yes
Plumbing	Yes	Yes	Yes
Cabinets			
Cosmetic	Yes	No	No
Material / Installation	Yes	Yes	Yes
Floor Coverings			
Cosmetic	Yes	No	No
Material / Installation	Yes	Yes	Yes
Mirrors			
Cosmetic	Yes	No	No
Material / Installation	Yes	Yes	Yes
Shelving	Yes	Yes	Yes
Hardware			
Tarnishing	Yes	No	No
Windows	Yes	Yes	Yes
Screens	Yes	No	No
Appliances			
Cosmetic	Yes	No	No
Material / Installation	Yes	Manufacturer	Manufacturer
Interior Light Fixtures			
Tarnishing	Yes	No	No
Operation	Yes	Manufacturer	Manufacturer
Ceramic Tile	Yes	Yes	Yes
Ceramic Tile Grout	Yes	Yes	No
Fireplace	Yes	Yes	Yes
Marble Tops			
Cosmetic	Yes	No	No
Material / Installation	Yes	Yes	Yes
Bath Tubs			
Cosmetic	Yes	No	No
Material / Installation	Yes	Yes	Yes

EXTERIOR	Pre-Settlement	10 Month	1 Year
Material / Installation	Yes	Yes	Yes
Shower Doors			
Cosmetic	Yes	No	No
Material / Installation	Yes	Yes	Yes
Garage Slab			
Structural	Yes	Yes	Yes
Non-Structural	Yes	No	No
Termite Protection	Yes	Yes	Yes
Pest Infiltration	No	No	No
Cornice			
Cosmetic	Yes	No	No
Material / Installation	Yes	Yes	Yes
Paint	Yes	Yes	No
Caulking	Yes	No	No
Siding			
Cosmetic	Yes	No	No
Material / Installation	Yes	Yes	Yes
Roofing	Yes	Yes	Yes
Concrete			
Structural	Yes	Yes	Yes
Non Structural	No	No	No
Grading	Yes	No	No
Landscaping			
Sod	Yes	No	No
Shrubs	Yes	Yes	No
Seed & Straw	Yes	No	No
Native Trees	No	No	No
Exterior Doors			
Cosmetic	Yes	No	No
Material / Installation	Yes	Yes	Yes
Garage Doors	Yes	Yes	Yes
Gutters			
Cosmetic	Yes	No	No
Material / Installation	Yes	Yes	Yes
Masonry	Yes	Yes	Yes
Parging	Yes	Yes	No
Shutters			
Cosmetic	Yes	No	No
Material / Installation	Yes	Yes	Yes
Exterior Light Fixtures			
Operation	Yes	Yes	Yes
Tarnishing	Yes	No	No

Thank you for purchasing a MyBiltmoreHome.

