

# SADDLEBROOK ESTATES

## CUSTOMER SERVICE AND HOMEOWNER MAINTENANCE MANUAL

Your new home is a wise investment designed to pay dividends in comfortable living for you and your family in the years ahead.

As you settle in, we hope that you will enjoy the unique design features and the quality materials and workmanship built into your home. During its various stages of construction, your new home has been inspected and approved by the local Building Inspections Department. In addition to meeting local standards, it has also been inspected and approved by an independent architect representing your mortgage company.

As with any manufactured product requiring a wide range of materials, mechanical devices, and human craftsmanship, your new home may require certain minor adjustments. The HW-10 Policy and our service procedures describe our mutual responsibilities and obligations. You will receive a copy of the HW-10 Policy at closing.

The procedures described herein have been established by Saddlebrook Estates, L.L.C., from our experience in handling warranty service requests over a period of years. We ask your cooperation in carefully reading and following the information and suggestions contained in this manual. Your assistance will greatly increase our ability to serve you promptly and satisfactorily. Please keep this manual as part of your permanent records.

In general, however, the upkeep and maintenance of your home is your responsibility. This manual contains some very helpful hints on interior and exterior maintenance. It should also provide a better understanding of materials and the adjustments made (shrinkages, contraction, expansion, normal settlement) as they stabilize to stress and climatic changes.

**We offer our congratulations on a wise investment. And best wishes for happy and comfortable living in your new home.**

## HOW TO OBTAIN SERVICE

### EMERGENCY SERVICE:

Emergency situations can be handled if you have a plan. You often solve an immediate problem by shutting off the water or electricity to a particular fixture, until service can be arranged. **We define an emergency as the development of an unexpected condition in one of the critical systems of your home - Electrical, Heating/Cooling, Plumbing, or Roofing, that if not repaired promptly could cause further damage to the home and subject the occupants to extreme inconvenience; and where the occupant is unable to temporarily remedy the situation.** If you have an emergency, please consult your homeowner maintenance information. This guide will give you basic information needed to address most emergency situations. The phone numbers for your electrical, heating & cooling, and plumbing contractors are listed below.

Plumbing	Goodman Plumbing	757-773-3541
Heating & Cooling	Smith & Keene	757-420-1921
Electrical	Smith & Keene	757-420-1921

If you cannot find any information relating to your problem, then call our office at 757-417-0641.

### ROOF LEAK EMERGENCY:

Roof leaks differ from other emergencies, in that repairs cannot generally be affected until the rain stops and the roofing material is dry. The adhesive and materials used to seal roofing imperfections or damage will not effectively adhere to wet surfaces. This generally precludes servicing roof leaks on an "Emergency" same day basis. It is helpful to mark or identify the area where wetness is observed, and if possible, to mark the exact source of the complaint. It is generally not necessary for the homeowner to be present at the time of repair. Most roof repairs can be completed from the outside. **Please call our office at 757-417-0641 if you have a roof leak emergency.**

### NON-EMERGENCY SERVICE

If a defect appears that you think is covered under warranty, **YOU MUST SEND A LETTER, FAX, OR EMAIL DESCRIBING THE DEFECT(S) TO US AT:**

Associated Development Management Corp.  
1120 Laskin Road, Suite 101  
Virginia Beach, VA 23451  
Fax: 757-422-4410  
Email: [www.associated-development.com](http://www.associated-development.com)

In order to avoid the problem of repeatedly calling us to report minor problems, we suggest that you keep a list of all minor problems and present it to us in writing. **We ask that you submit a list after the first 30 - 60 days of occupancy and again at 11 months of occupancy.** This allows us to try and schedule service calls with a minimum disruption to your daily schedule. **Repair work and service calls for non emergency items will be done during normal working hours (Mon.-Fri. 9am - 5 pm).** Please try to cooperate with us and our subcontractors in arranging access to your house. We also request that a responsible person (with the authority to approve the repair and sign a call-back ticket upon completion of the repair) be present.

## SERVICE RESPONSE

After a request for service is received, we require two weeks for internal processing, analysis, and distribution to the subcontractor or supplier. The subcontractor or supplier then has two weeks to contact the homeowner and complete the work. Thus the time lapse between posting your letter and service work completion should be approximately five weeks. **IF YOU HAVE NOT RECEIVED SERVICE ON AN ITEM(S) BY THIS TIME, THEN YOU SHOULD CALL OUR OFFICE TO INQUIRE ABOUT THE STATUS OF THE ITEM(S).**

If you are not getting the service we've promised, be sure you are doing the following:

1. PLEASE READ THIS GUIDE CAREFULLY and be sure that you are familiar with its contents.
2. Make sure all requests for service are properly addressed, and keep copies for your records and reference.
3. ALWAYS SIGN THE SERVICE REQUEST presented for signature. If something is unsatisfactory or incomplete, note it on the service request and notify us.
4. Make sure that the normal service interval (5 weeks) has elapsed.
5. Always inquire promptly in writing if service is unsatisfactory or incomplete.
6. **Accumulate your items for service on the forms we have provided and send them to us on a periodic basis. This is crucial to the warranty and tracking the progress of repairs.**
7. Please do not ask a repairman to do work on an item not on his repair ticket.
8. **ALWAYS SEND YOUR SERVICE REQUESTS DIRECTLY TO OUR OFFICE.** Never relay a request for service through our job superintendent, your salesperson, or a passing worker. We cannot assume responsibility for requests made to anyone other than our service department.

## **NON-WARRANTABLE CONDITIONS**

The following pages list conditions that are not subject to the builder's warranty and explain some of the changes and need for maintenance that may occur in a new house over the first year or so of occupancy. A house requires more maintenance and care than most products because it is made of many different components, each with its own special characteristics.

The buyer should understand that like other products made by humans, a house is not perfect. It will show some minor flaws and unforeseeable defects, and it may require some adjustments and touching up.

As described in the limited warranty provided to the buyer, the builder will correct certain defects that arise during defined time periods after construction is completed. Some items that are not covered by the builder's warranty may be covered by manufacturer's warranties.

**Some conditions are not covered under the builder's warranty.** The buyer should read these carefully and understand that the builder's warranty may not cover certain types of problems that may occur in a new house. Please be sure to read and fully understand the terms of your HW-10 warranty before making any service requests. **The following list outlines some of the conditions that are not warranted by the builder.**

### 1. CONCRETE

Concrete foundations, steps, walks, drives, and patios can develop cracks that do not affect the structural integrity of the building. These cracks are caused by characteristics of the concrete itself. No reasonable method of eliminating these cracks exists. This condition does not affect the strength of the building.

### 2. MASONRY AND MORTAR

Masonry and mortar can develop cracks from shrinkage of either the mortar or the brick. This condition is normal and should not be considered a defect.

### 3. WOOD

Wood will sometimes check/crack or the fibers will spread apart because of the drying out process. This condition is most often caused by the heating and cooling inside the house or the exposure to weather on the outside of the house. This condition is considered normal, and the homeowner is responsible for any maintenance or repairs resulting from it. Wood, on occasion, will have raised grain or knots. This is a characteristic of the wood and is not a warrantable condition.

#### 4. SHEETROCK AND DRYWALL

Sheetrock or drywall will sometimes develop nail pops or settlement cracks. This is a normal part of the drying out and settlement process of a new house. The homeowner can easily handle these items with spackling during normal redecorating and painting. However, if the homeowner wishes, the builder will send a subcontractor to make the necessary repairs one (1) time during the warranty period. We recommend waiting until the 11-month list.

#### 5. FLOOR SQUEAKS

After extensive research and writing on the subject, technical experts have concluded that much has been tried but that little can be done to prevent floor squeaks. Generally, floor squeaks will appear and disappear over time with changes in the weather and other phenomenon. The builder can usually fix a floor squeak if it is caused by a loose nail in the sub floor. Otherwise there is not much that can be done to remedy this problem.

#### 6. FLOORS

Floors are not warranted for damage caused by neglect or incidents of use. Wood, tile, and carpet all require maintenance. **ALWAYS PLACE CARDBOARD OR SOME OTHER PROTECTIVE COVERING OVER THE FLOORING WHEN MOVING FURNITURE OR APPLIANCES.** Floor casters are recommended to prevent the scratching or chipping of wood and tile flooring. Stains on floor coverings should be cleaned immediately (according to the manufacturer's instructions) to prevent discoloration. Carpet has a tendency to loosen in damp weather and will stretch tight again in dryer weather.

#### 7. CAULKING

Exterior and interior caulking around windows, doors, trim, stairs, bathtubs, showers, toilets, and countertops will crack or bleed somewhat in the months after installation. These conditions are normal and should not be considered defects. Any maintenance or repairs resulting from them are the homeowner's responsibility.

#### 8. BRICK AND MASONRY DISCOLORATION

Most brick and masonry may discolor because of the elements, rain run-off, weathering, or bleaching. Efflorescence, the formation of salt on the surface of brick and masonry, may occur because of the passage of moisture through the wall. Efflorescence is a common occurrence. The homeowner can clean these areas as the discoloration appears.

9. BROKEN GLASS

Any broken/scratched glass or mirrors that are not noted by the homeowner on the preoccupancy checklist are the responsibility of the homeowner.

10. FROZEN PIPES

The homeowner must take precautions to prevent the freezing of pipes and sillcocks during cold weather, such as removing outside hoses from sillcocks, turning off the water to the sillcocks, leaving faucets with a slight drip, and turning off the water system if the house is to be left vacant for extended periods during cold weather. THE BEST WAY TO PREVENT FREEZING PIPES IS TO MAINTAIN THE HEAT IN THE HOUSE AT OR ABOVE 65 DEGREES FAHRENHEIT.

11. STAINED WOOD

All items that are stained will normally have a variation of colors because of the different textures, varieties, and grades of the woods.

12. PAINT

Good quality paint has been used internally and externally on this home. Nevertheless, exterior paint can sometimes crack or check. The source of this defect is most often something other than the paint. To avoid problems with the paint, the homeowner should avoid allowing lawn sprinklers to hit painted areas or washing down painted areas with any chemical or detergent. The homeowner should not scrub latex painted, inside walls and be careful of newly painted walls as they move furniture. The best paint will be stained or chipped if it is not cared for properly. Any defects that are not noted on the preoccupancy checklist are the homeowner's responsibility.

13. COSMETIC ITEMS

The builder's warranty does not cover ordinary wear and tear or other occurrences subsequent to construction that affect the condition of features in the home. **Chips, scratches, or mars in tile, woodwork, walls, porcelain, brick, mirrors, plumbing fixtures, marble and formica tops, lighting fixtures, kitchen and other appliances, doors, paneling, siding, screens, windows, carpet, vinyl floors, cabinets, and the like that are not recognized by the homeowner at the preoccupancy inspection are non-warrantable conditions, and the upkeep of any cosmetic aspect of the house is the homeowner's responsibility.**

14. PLUMBING

Dripping faucets, toilet adjustments, and other minor plumbing adjustments are covered under warranty for a one year period only. After that, they are the homeowner's responsibility. IF THE PLUMBING IS STOPPED UP DURING THE WARRANTY PERIOD AND THE PERSON SERVICING THE PLUMBING FINDS FOREIGN MATERIALS IN THE LINE, THE HOMEOWNER WILL BE BILLED FOR THE SERVICE CALL.

15. ALTERATIONS TO GRADING

The homeowner's lot has been graded to ensure proper drainage away from the house. Should the buyer want to change the drainage pattern because of landscaping or other reasons he should be sure to retain a proper drainage slope. The builder assumes no responsibility for the grading or subsequent flooding or pooling of water if the homeowner alters the established drainage pattern.

16. LAWNS AND SHRUBS

The builder accepts no responsibility for the growth of grass or sod. Once the builder grades, seeds and/or sods the yard, the homeowner must water the shrubs and grass. The builder will not reseed/resod a yard, nor remove or replace any shrubs or trees, except for those that are noted as diseased on the preoccupancy inspection list.

Shrubs that are planted by the Builder are warranted for 60 days from the date of closing or occupancy, whichever occurs first. Purchaser must notify Seller of any request to warranty such trees or shrubs in writing within 60 days of closing in order for this warranty to be enforced.

17. ROOF

During the first year the warranty on the homeowner's roof is for workmanship and materials. After that the warranty on the roof is for material only, and it is prorated over the period of the lifetime use of the roof. Warranty claims for any defects in materials must be handled with the manufacturer. The builder will not be responsible for any damages caused by walking on the roof, or by installing a television antenna or other item on the roof. THE BUILDER WILL NOT BE RESPONSIBLE FOR ANY DAMAGE TO THE ROOF CAUSED BY ACTS OF GOD, LIGHTNING, WINDSTORMS, HAIL, FLOOD, WIND-DRIVEN WATER, FALLING OBJECTS OR ANY OTHER HAZARD THAT IS OR SHOULD BE COVERED BY A HOMEOWNER'S INSURANCE POLICY.

18. HEATING AND AIR CONDITIONING

The homeowner's source of heating and air conditioning is covered by a manufacturer's warranty. The homeowner is responsible for making sure the filters are kept clean and changed on a regular basis. Failure to do so may void the warranty. Having the equipment serviced or checked at least yearly is a good idea.

19. ALTERATIONS, ADDITIONS, CHANGES, OR MODIFICATIONS MADE BY THE HOMEOWNER

Any alterations, additions, changes, or modifications made by the homeowner that cause subsequent damage to the home or any of its components will void the builder's and/or manufacturer's warranty on the item(s) affected. This includes the installation of any after-market product (i.e. door locks, garage door openers, storm doors, shelving, fixtures, etc.).

THANK YOU FOR PURCHASING YOUR NEW HOME FROM ASSOCIATED DEVELOPMENT MANAGEMENT CORP.

WE HOPE YOU WILL ENJOY YOUR HOME FOR MANY YEARS TO COME.

I(WE) HAVE READ THIS CUSTOMER SERVICE AND HOMEOWNER MAINTENANCE MANUAL AND AGREE TO ALL THE TERMS AND CONDITIONS STATED HEREIN.

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_